

INVITATION TO BID

Bidding package No: VT-0003/26-KT-BTNA

Title of bidding package: Provision of Electrical and mechanical equipment of electrical submersible pump (ESP) system, Block 09-1

Name of the project:

Issued on: _____

Issued including Decision: _____



CONTENTS

Brief description

Abbreviation

Part 1 – BIDDING PROCEDURES

Chapter I. Instructions to bidders

Chapter II. Bidding data sheet

Chapter III. Bid proposal evaluation criteria

Chapter IV. Bidding form

Part 2 – TECHNICAL REQUIREMENT

Chapter V. Technical Requirement

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

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



ABBREVIATION

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



Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of bid	<p>1.1. Employer as specified in the Bid Data Sheet (BDS) issues this Invitation to Bid for selection of Bidder to implement bidding package for procurement of goods following single-stage one-envelope procedure.</p> <p>1.2. Title of the bidding package; number, quantity of parts (in case bidding package is divided into many independent parts) belongs to bidding package as specified in BDS.</p>
2. Explanation of terms used in bidding	<p>2.1. The Deadline for bid submission is the deadline for submission bids and is specified in the Invitation to Bid.</p> <p>2.2. Day refers to Gregorian calendar day, including weekends, holidays, and Tet holidays according to the provisions of labor law.</p> <p>2.3. Time and day, month on the national bidding network shall be defined time and day, month published the national bidding network (GMT+7).</p>
3. Source of Funds	Source of funding (or method of capital arrangement) for bidding package as specified in BDS .
4. Prohibited acts in bidding	<p>4.1. Offering, giving, receiving or taking a bribe.</p> <p>4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form.</p> <p>4.3. Collusive practice, including:</p> <ul style="list-style-type: none">a) Reaching, with or without undue influence, an arrangement or agreement which is designed to let one or more parties to prepare bids for all bidders or to withdraw submitted bids so that one of them will win the bid;b) Reaching an arrangement or agreement on refusal to supply goods or services, or subcontract, or reaching other agreements to limit competition so that one party will win the bid;c) A bidder or investor with appropriate qualifications and experience has submitted a bid and meets the requirements laid down in the Invitation to Bid but deliberately refuses to provide additional documents proving their capacity and experience at the Vietsovpetro's request for clarification of the bid or verification of their submitted documents with the aim of facilitating one party's winning of the bid. <p>4.4. Fraudulent practice, including:</p> <ul style="list-style-type: none">a) Forging or falsifying information and/or documents used in bidding;b) Deliberately providing information and documents which are not accurate or objective in bids or proposals with the aim of falsifying the contractor selection result. <p>4.5. Obstructive practice, including:</p> <ul style="list-style-type: none">a) Destroying, deceiving, altering or concealing of evidence or making false statements; threatening, harassing or intimidating any party to prevent the verification or investigation into a corrupt, fraudulent or collusive practice made with a supervision, inspection or audit authority;



	<ul style="list-style-type: none"> b) Obstructing the competent person, employer, Vietsovpetro, bidders in the course of contractor selection; c) Impeding competent authorities' rights of supervision, inspection or audit of bidding activities; d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process; đ) Acts of violation against laws and regulations on cybersecurity and safety intended to intervene or impede the online bidding process. <p>4.6. Inequality and non-transparency, including:</p> <ul style="list-style-type: none"> a) A bidder of a package or investment project is also the Vietsovpetro or employer or takes charge of performing tasks of the Vietsovpetro or employer of that package or investment project, violating against the regulations stated in Point 5 ITB b) A person or entity concurrently engages in the preparation and appraisal of Invitation to Bid, or RFP of the same package or investment project; c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package or investment project; d) A person who is working for the Vietsovpetro/employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of the Vietsovpetro/employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder; đ) A bidder submits a bid for a procurement, construction or non-consulting service package for which the bidder is also acting as a consultant on preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of Invitation to Bid; evaluation of bids; inspection of goods; appraisal of contractor selection result; supervision of contract execution; e) A person acts as a bidder for a package of a project or investment project of the Vietsovpetro or employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom; g) A supervision consultant also acts as the inspection consultant of the same package; <p>4.7. Unauthorized disclosure of the following information and documents on the contractor/investor selection:</p> <ul style="list-style-type: none"> 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
--	--



	<p>Vietsovetro and responses of bidders during the evaluation process of Bid proposals before publishing the bidder selection result;</p> <p>d) Report of the Vietsovetro, report of the Expert Group, appraisal report, report of consulting bidder, report of relevant professional authorized organization during the bidder selection process before publishing the bidder selection result;</p> <p>đ) The bidder selection result before being published according to regulation as prescribed;</p> <p>4.8. Illegal transfer of awarded contract:</p> <p>a) The contractor transfers to other contractor(s) a workload of task of the package worth more than 10% of package value; or worth less than 10% of package value but more than 02 million USD (after deducting the workload of the subcontractor's responsibility as declared in the contract), calculated on the signed Contract price.</p>
<p>5. Eligibility of bidders</p>	<p>A bidder that is an organization shall be deemed to be eligible if complying the following requirements:</p> <p>a) It is required to have registration of establishment and operation issued by the competent authority of the country where the bidder is operating.</p> <p>b) It must keep independent accounting records;</p> <p>c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/ artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy;</p> <p>d) It must ensure competitiveness in bidding as prescribed in Point BDS;</p> <p>e) It is not being prohibited from participating in bidding;</p> <p>f) It is not liable to criminal prosecution;</p> <p>g) It is not the state of temporary suspension, termination of participation in national bidding network.</p> <p>h) It's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.</p>
<p>6. Contents of Invitation to Bid</p>	<p>6.1. The Invitation to Bid consists of Parts 1, 2, 3, 4 accompanied with documents of Bid Proposal amendment as specified in ITB 7 (if any) including as follows:</p> <p>Part 1. Bidding Procedures:</p> <ul style="list-style-type: none"> - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bidding Data Sheet (BDS); - Chapter III. Bid Proposal Evaluation Criteria; - Chapter IV. Bidding Forms. <p>Part 2. Technical Requirements:</p> <ul style="list-style-type: none"> - Chapter V. Technical Requirements. <p>Part 3. Conditions and Forms of Contract:</p> <p>This part includes the terms, conditions, data and forms that constitute the complete contract.</p> <p>Part 4. Appendices</p> <p>6.2. Vietsovetro is not responsible for the preciseness, completeness of the Invitation to Bid, explanation for clarification documents or</p>



	<p>amendment of Invitation to Bid as prescribed in ITB 7 if these documents are not provided by Vietsovpetro. In case of any contradiction, documents issued by Vietsovpetro shall prevail.</p> <p>6.3. The bidder shall examine all instructions, forms, supply requirements and other requirements in the Invitation to Bid for preparation Bid Proposal including all information or documentation as required by the Invitation to Bid.</p>
7. Clarification, Amendment of Invitation to Bid	<p>7.1. The amendment of the Invitation to Bid shall be made as prescribed in BDS prior to the deadline for submission of bid proposal by issuing the written documentation for amendment in accordance with the methods as prescribed in BDS. To give bidders reasonable time in preparing their bid proposal, Vietsovpetro may, at its discretion, extend the deadline for the submission of bid proposals.</p> <p>7.2. Any bidder who needs clarification of the ITB shall send a written request to Vietsovpetro in a minimum period of time as prescribed in the BDS prior to date of Deadline for bid submission in order that Vietsovpetro shall take consideration. After receiving the written request for clarification by the deadline, Vietsovpetro shall make a written clarification response in a minimum period of time as prescribed in BDS, that specifying clarification content request without specifying the name of the requesting bidder, and send it to every bidder who have received the ITB from the Vietsovpetro. If the clarification leads to amendment ITB, Vietsovpetro shall amend the ITB in accordance with ITB 7.1.</p> <p>7.3. If necessary Vietsovpetro hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stipulated in BDS. Vietsovpetro shall send an invitation to the pre-bidding conference to all contractors who have received the Invitation to Bid and post it on the System. The discussion shall be formally recorded as minutes of clarification which shall be sent to all bidders who have bought or acquired Invitation to Bid from Vietsovpetro.</p> <p>7.4. In case the Invitation to Bid is required to be modified after the pre-tender conference, Vietsovpetro shall issue a written document for amendment as specified in ITB 7.1, minutes of pre-bidding conference is not the amendment of Invitation to Bid.</p> <p>7.5. No participation in pre-bidding conference or without a confirmation letter that bidder having participated in pre-bidding conference is not the reason to reject the Bid proposals' bidder.</p>
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	<p>The Bid Proposal shall comprise of the following:</p> <p>10.1. Application for bidding in accordance with ITB 11;</p>



	<p>10.2. Consortium agreement in case the bidder is Consortium in accordance with Template No.3, Chapter IV – Bidding forms;</p> <p>10.3. Bid Bond, in accordance with ITB 18;</p> <p>10.4. Proof documents for eligibility of bidder in accordance with ITB 5;</p> <p>10.5. Proof documents for eligibility of signatory under the application for bidding, in accordance with ITB 20.3;</p> <p>10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16;</p> <p>10.7. Technical proposals and proof document for adequacy of goods and related services, in accordance with ITB 15;</p> <p>10.8. Price proposals and price schedules with full information, in accordance with ITB 11, 13;</p> <p>10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any);</p> <p>10.10 Other contents as specified in BDS.</p>
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	<p>12.1. In case Invitation to Bid stipulates in BDS for probability of technical alternatives, then those technical alternatives shall be considered.</p> <p>12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including: notes, drawings, technical specifications, progress of supply, costs and other relevant information. The evaluation of technical alternatives in accordance with Section 5, Chapter III.</p>
13.Biding prices and discounts	<p>13.1.Bidding price stated in the Application for bidding and in the bidding price tables with discounts must comply with the regulations as specified in this Section:</p> <p>a) The bidding prices means the price stated in Application for bidding, including all costs for implementation of bidding package (not including discounts).</p> <p>b) In case the bidding packages is not devided into independent parts, on condition that bidder offers discount, this can be offered directly in Application for Bidding or put in separate letter for discount. Bidder has to specify the content of discount and details of discount allocation into specific items in columns of “List of goods”, “Services description”. In case details are not provided, the discount is assumed to apply uniformly for all items in the columns of “List of goods”, “Services description”. Letter for discount (if any) can be submitted with Bid Proposal or separately provided that Vietsovpetro receive prior to Deadline for bid submission.</p> <p>c) Bidder shall submit Bid Proposal for all work described in ITB 1.1 and offer unit prices, extended amount for work specified in columns of “List of goods”, “Services description” in accordance with respective template prescribed in Chapter IV – Bidding forms.</p> <p>In case columns “Unit price” and “Extended amount” are not offered or offered “0”, it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is responsible</p>



	<p>to provide goods, services in accordance with requirements of Invitation to Bid and not receive payment from Vietsovptero during implementation of contract. Bidder is required to offer prices in each Price schedules as prescribed in BDS.</p> <p>13.2. In case bidding package is divided into independent parts and bidder is allowed bidding in each part specified in BDS, bidder is able to bid for one or many parts of bidding package. Bidder has to bid all work of such part which the bidder attends. Should the bidder offer discount, bidder shall specify details and prices of discount in each part as per ITB 1.2.</p> <p>13.3. The bidder shall be responsible for the bidding price quoted to perform and complete the work in accordance with the requirements as stated in the Invitation to Bid. In case the bidder offer a low unit price in abnormal manner which affecting to the quality of the bidding package, the Vietsovpetro may require the bidder to clarify the feasibility of such abnormal unit price.</p> <p>13.4. Bidder's bidding price quoted shall include all taxes, fees and charges (if any) in response to tax rates, expenses, fees at the time of 28 days prior to the stipulated deadline for bid submission. In case bidders announce bidding prices not including taxes, fees, charges (if any), bidders' Bid Proposal shall be rejected.</p> <p>13.5. Bidders offer the bidding price as stipulated in BDS.</p>
<p>14.Currencies of Bid and Payment</p>	<p>14.1 The currency of the bid shall be offered in <i>VND/ USD/ EUR</i>. Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in <i>VND/ USD/ EUR</i>. Bidders have to offer by only one currency for a specific work. In case bidding price is offered in foreign currency, bidder has to prove that the respective work has been using foreign currency.</p> <p>14.2 The currency of payment for work items shall correspond with the currency of bid for those items. Domestic costs are only paid in VND.</p> <p>14.3 The currency for conversion of different bidding prices from various currencies into unique currency for evaluation and comparison is: VND/USD applying the selling rate stated by Vietcombank on the date when the bid is closed. If all bidding prices are in foreign currency, then bid evaluation and comparison shall be done in USD. In the event that one of bidding prices is in VND, then bid evaluation and comparison shall be done in VND.</p> <p>14.4 Without prejudice to any terms mentioned above and relevant applicable laws, contract currency for domestic bidders shall be in VND, applying the selling rate stated by Vietcombank on the date when the bid is closed.</p>
<p>15.Documents establishing the conformity of the Goods and Related Services</p>	<p>15.1. To establish the eligibility of the goods and related services in accordance with Invitation to Bid, the bidder shall furnish as part of its Bid Proposal the documentary evidence that the goods conform to the technical specifications and standards specified in Chapter V.</p> <p>15.2. The term "Goods" is construed including but not limited to machinery, equipment, raw materials, fuel, materials, supplies, accessories; consumables; medical supplies used for medical establishment.</p> <p>15.3 The term "origin" shall mean as country or territory where produces whole goods or implements final basic processing in case many</p>



	<p>countries or territories take part in production process of those goods.</p> <p>15.4 The term “Related Services” including but not limited to the Services such as: warranty, maintenance, overhaul, repair, supply of spare parts or supply of other after sales services like training, technology transfer...</p> <p>15.5. The documentary evidence responsiveness of the goods and related services may be in the form of documents, drawings, data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Chapter V.</p> <p>15.6. The bidder shall also provide a list giving full particulars, current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the period specified in the BDS following commencement of the use of the goods.</p> <p>15.7. Standards for manufacturing, production process of material and equipment, as well as references to brand names or catalogue numbers specified by Vietsovpetro in the Chapter V, are intended to be descriptive only and not restrictive to bidder. The bidder may offer other standards of quality, brand names, catalogue numbers, provided that it demonstrates, to Vietsovpetro’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V.</p>
16. Documents establishing the capacity and experiences of the bidder	<p>16.1. The bidder shall provide necessary information in templates in Chapter IV – Bidding Forms in order to demonstrate capacity and experiences for performance of contract as specified in Chapter III – Bid Proposal evaluation criteria. The bidder shall prepare original documents for verification with information stated in bidder’s Bid proposal if Vietsovpetro requires.</p> <p>16.2. The documentary evidence of the bidder’s capacity to perform the contract if its bid proposal is awarded as specified in BDS.</p>
17. Period of validity of Bid Proposal	<p>17.1. Bid Proposal shall remain valid not shorter than the period specified in the BDS.</p> <p>17.2. In exceptional circumstances, prior to the expiration of the bid proposal’s validity period, Vietsovpetro may request bidders to extend the period of validity of their Bid Proposal. The Bid Bond as also requested shall be extended for 30 days beyond the deadline of the extended validity period. If a bidder refuses to extend its Bid Proposal validity as required, the Bid Proposal shall not be further considered and the Bid Bond shall be returned to bidder. The bidder have accepted Vietsovpetro’s extension request shall not be permitted to modify any contents of its Bid Proposal. The extension request and acceptance or non-acceptance shall be in writing.</p>
18. Bid Guarantee	<p>18.1. When attending the bid, prior to deadline for bid submission, the bidder shall implement bid guarantee and attach it to Bid proposal under the following forms:</p> <p>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;</p>



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 Vietsovetro issues the Invitation to Bid or accompanied with adverse condition for Vietsovetro (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 Vietsovetro's account), the letter must be signed and stamped by the legal representative of the contractor.

18.4. Unsuccessful bidder shall be returned or released the Bid Bond in the maximum duration specified in the **BDS** since the date for notification of result of selecting bidder. For successful bidder, the Bid Bond shall be returned or released after the bidder furnishes the contract performance guarantee.

18.5. The Bid Bond shall not be returned in one of following cases:

a) After the deadline for 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



	<p>accordance with the requirements laid down in the Invitation to Bid;</p> <p>b) The bidder performs any of the prohibited acts specified in Point 4 ITB or commits violations of the bidding law resulting in bid cancellation as prescribed in Point 32 ITB;</p> <p>c) The successful bidder fails to furnish the required performance security as prescribed Point 37 ITB; The first ranked bidder is invited to negotiate the Contract. Within seven (07) days from the date of receipt of the invitation to negotiate the Contract from Vietsovpetro, the bidder does not come to negotiate or refuses to negotiate the Contract or offers conditions different from the content in the Bid Proposals or withdrawing commitments in the Bid Proposals resulting to unsuccessful Contract negotiations, the Bid bond shall be not returned to bidder, except in cases of force majeure;</p> <p>d) The bidder fails or refuses to complete the Contract within twenty (20) days from the date of receipt of notification of Bid award from Vietsovpetro, except in cases of force majeure.</p> <p>e) The bidder refuses to sign the Contract within ten (10) days from the date of completion of the Contract, except in cases of force majeure.</p> <p>18.6. In case the Invitation to Bid is divided into independent parts, bidder may submit the bid bond in either of the two ways as follows:</p> <p>a) A bid bond for all parts that bidder participate in the bidding (the value of bid bond will be equal to the total values of the parts that bidder takes part in). Where the value of bid bond submitted by the bidder is less than the total of values, Vietsovpetro is entitled to decide the application of such bid bond to the parts that bidder takes part in;</p> <p>b) Separated bid bonds for each part that bidder takes part in the bidding.</p> <p>Where the bidder's breach results in a failure to refund the bid bond as stipulated in section ITB 18.5, the failure to refund the value of bid bond shall be calculated on the part violated by the bidder.</p>
<p>19. Deadline for bid submission</p>	<p>19.1. The deadline for bid submission is the time specified in the BDS.</p> <p>19.2. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 8, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.</p> <p>19.3 The bidder submits directly or delivers the Bid Proposal to Vietsovpetro address provided that it arrives before deadline for submission of bid specified in the BDS. Vietsovpetro receive Bid Proposal of all bidders before deadline for submission of bid, including even if bidder has not bought or received the Invitation to Bid from Vietsovpetro. In such case, the bidder shall pay an amount equal to the selling price of the Invitation to Bid to Vietsovpetro account prior to the Bid Proposal is received and before the deadline for bid submission.</p>
<p>20. Submission, Withdrawal, substitution, and amendment of Bid Proposal</p>	<p>20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF BID PROPOSAL”, “COPY OF BID PROPOSAL”.</p> <p>In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of dossier with amount</p>



	<p>specified in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF AMENDED BID PROPOSAL”, “COPY OF AMENDED BID PROPOSAL”, “ORIGINAL OF ALTERNATIVE”, “COPY OF ALTERNATIVE”.</p> <p>In case of technical alternative in the Bid Proposal specified in ITB 12, the bidder shall prepare one original and some copies with amount mentioned in BDS. The cover of dossier shall be marked clearly “ORIGINAL OF TECHNICAL ALTERNATIVE”, “COPY OF TECHNICAL ALTERNATIVE OPTION”.</p> <p>20.2. Bidders shall be responsible for the appropriateness of the copies compared to the original. In case of deviation between original and copy but without changing the bidder ranking, the original shall be used for evaluation. In case of deviation between original and copy leading to different results in evaluation of original and the copy, and resulting change in the bidder ranking, the Bid Proposal of that bidder shall be rejected.</p> <p>20.3. The original of Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder's legitimate attorney (if any), in case of attorney, letter of attorney specified in Template 02, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal.</p> <p>20.4. In case of Consortium bidders, Bid Proposal shall be signed by legal representative of all partners in Consortium or legal partner representating Consortium bidders according to Consortium agreement. In order that all partners of Consortium to be legally bound, Consortium agreement must be signed by legal representatives of all partners of Consortium.</p> <p>20.5. Any words added, written between lines, erased, overwritten shall only be deemed legitimate if having signature nearby or in that page of signatory on the application for bidding letter.</p> <p>20.6 The envelope of Bid Proposal comprises of original and copies, duly marking “BID PROPOSAL”.</p> <p>In case of amendment, alternative of Bid Proposal, then the amended, alternative document (including original and copies) shall be placed in separated envelopes other than the envelope for Bid Proposal, clearly marking “AMENDMENT OF BID PROPOSAL”, “ALTERNATIVE BID PROPOSAL”.</p> <p>In case the bidder proposes an alternative technical plan, the entire alternative technical plan, including technical proposals and price proposals, must be contained in separate envelopes from the Bid Proposal envelop, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL OPTION".</p> <p>The envelopes: for Bid Proposal; amended Bid Proposal, proposed alternative technical options (if any) must be sealed. Sealing method is according to the bidders' own regulations.</p> <p>20.7. The envelopes shall:</p>
--	---



	<p>a) bear the name and address of the bidder;</p> <p>b) be addressed to Vietsovpetro in accordance with BDS;</p> <p>c) bear title of bidding package in accordance with ITB 1.2;</p> <p>d) bear a warning “not to open before the time and date for bid opening”.</p> <p>20.8. The bidder shall be responsible for aftermath or disadvantages if is not in accordance with this Invitation to Bid such as not sealing or losing seal of Bid Proposal during delivery to Vietsovpetro, not marking right information on envelopes of Bid Proposal as specified in ITB 20.6 and ITB 20.7. Vietsovpetro shall not be responsible for confidentiality of information in Bid Proposal if the bidders do not comply with above requirements.</p> <p>20.9. Vietsovpetro shall not consider any Bid Proposals submitted after the Deadline for bid submission. Any Bid Proposals received by Vietsovpetro after the Deadline for bid submission shall be declared late submission, be rejected and be returned unopened to the Bidder.</p> <p>20.10. After submitting the Bid Proposals, the Bidders may amend, replace or withdraw the Bid Proposals by sending a written notice signed by the bidder's legal representative, in case of attorney, a power of attorney letter must be enclosed as prescribed in ITB 20.3. Dossier for amendment or replacement of Bid Proposal must be enclosed with a written notification of the corresponding amendment, replacement and must ensure the following conditions:</p> <p>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 ";</p> <p>b) Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19.</p> <p>20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder.</p> <p>20.12. The Bidder is not allowed to modify, replace or withdraw the Bid Proposal after the Deadline for bid submission until the expiration of the Bid Proposal's validity as stated in the application for bidding form letter or until the expiration of the extended validity of the Bid Proposal.</p>
<p>21. Bid opening</p>	<p>21.1. Except in the cases specified in ITB 20, Vietsovpetro shall publicly open and read out, clearly information in accordance with ITB 21.3 of all Bid Proposal received before the deadline for submission of bids. The bid opening shall take place publicly at time and place specified in the BDS in the presence of bidders and representatives of related organizations. The bid opening does not depend on presence or absence of bidders' representatives attending the bid.</p> <p>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</p>



	<p>such documents is the bidder's legal representative and must be publicly announced during the bid opening.</p> <p>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.</p> <p>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.</p> <p>21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders’ names and sequence below:</p> <ol style="list-style-type: none"> 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. <p>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.</p>
<p>22. Confidentiality</p>	<p>22.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidder selection process until publication of result of bidder selection. Under no circumstances, is the information in Bid Proposal revealed to any other bidders, except for the information that need disclosing during the bid opening.</p> <p>22.2. Except for the case of enquiries for clarification of Bid Proposal and comparing documents, bidder is not allowed to contact with 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.</p>



<p>23. Clarification of Bid Proposal</p>	<p>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.</p> <p>23.2. During the evaluation process, clarification of Bid proposal between Bidders and Vietsovpetro is performed directly in written.</p> <p>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.</p> <p>23.4. In case after deadline for submission of bids, the bidder knowing that the Bid Proposal it has submitted falls short of documents establishing its eligibility, similar contracts, production capacity, financial reports, tax declaration and payment obligations, documents on personnel, specific equipment proposed in its Bid Proposal may provide such evidence to the Procuring entity within a period of time specified in the BDS. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal.</p> <p>23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, Vietsovpetro request clarification toward the bidder based on compliance as specified in ITB 23.1.</p> <p>23.6. In case of doubt about the authenticity of documents provided by the Bidder, Vietsovpetro shall verify with organizations and individuals related to the content of the documents.</p> <p>23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, 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.</p>
<p>24. Deviations, Imposing Conditions and Omissions</p>	<p>During the evaluation of bid proposal, the following definitions apply:</p> <p>24.1. "Deviation" is a difference from the requirements specified in the Invitation to Bid;</p> <p>24.2. "Imposing Conditions" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Invitation to Bid;</p> <p>24.3. "Omission" is the Bidder's failure to submit part or all of the information or documentation required in the Invitation to Bid.</p>
<p>25. Determination of responsiveness</p>	<p>25.1. Vietsovpetro's determination of a responsiveness of Bid Proposal is to be based on the contents of the Bid Proposal itself, as defined in ITB 10.</p> <p>25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Invitation to Bid without material deviations,</p>



	<p>conditions, or omissions. A material deviation, reservation, or omission is one that:</p> <p>a) If accepted, would affect in any substantial way the scope, quality, or performance of the goods and related services; limit in any substantial way, inconsistent with the Invitation to Bid, Vietsovpetro’s rights or the bidder’s obligations under the contract;</p> <p>b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Bid proposal that meet the requirement of the Invitation to Bid.</p> <p>25.3. Vietsovpetro shall examine the technical aspects of the Bid Proposal submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of the Invitation to Bid have been complied without any material deviation or reservation, or omission.</p> <p>25.4. If the Bid Proposal is not substantially responsive to the requirements of Bidding Document, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of Bidding Document.</p>
<p>26.Nonmaterial mistake</p>	<p>26.1. Provided that a Bid Proposal is substantially responsive, Vietsovpetro may waive any mistakes in the bid proposal that not to be a material deviation, reservation or omission.</p> <p>26.2. Provided that a bid proposal is substantially responsive, Vietsovpetro may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify inappropriate points or nonmaterial mistake in the bid related to documentation requirements. The request for provsion of information and documentation to rectify such mistakes shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal.</p> <p>26.3 Provided that a bid proposal is substantially responsive, Vietsovpetro shall rectify quantifiable nonmaterial mistakes related to the bidding price; the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.</p>
<p>27.Sub-contractor</p>	<p>27.1. Sub-contractors are organizations, individuals signing contracts with the bidders to perform related services.</p> <p>27.2. Requirements of Subcontractors are specified in BDS.</p> <p>27.3. Sub-contracting will not change the bidder’s responsibilities. The bidders shall be responsible for the workload, quality, progress and other responsibilities for the parts of the contract carried out by the subcontractors. Sub-contractors’ capacity and experiences shall not be considered in evaluation of the Bidder’s Bid proposal. The bidder itself must comply with capacity criteria (no consideration of sub-contractors’ capacity and experiences).</p> <p>27.4. The bidder may sign contracts with sub-contractors according to the list of sub-contractors stated in the Bid Proposal or signing contracts with sub-contractors approved by Vietsovpetro to participate in performing the work.</p> <p>27.5. The bidders is not allowed to utilize the sub-contractors to carry out the tasks other than the tasks of the subcontractors mentioned in the Bid Proposal; the replacement or addition of sub-contractors other than the list of sub-contractors prescribed in the Bid Proposal shall only be carried out</p>



	<p>when there is a valid and appropriate reason and is approved by Vietsovpetro; in case sub-contractors are utilized to carry out the tasks other than the tasks listed in the Bid Proposal that using a sub-contractor with a value of 10% or higher (after deducting the work part of the sub-contractor's responsibility) calculated on the contract price signed, as an act of "bid transfer".</p>
<p>28. Bid preferences in the selection of bidder</p>	<p>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.</p> <p>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.</p> <p>28.3. Bid preferences calculation is specified in the BDS.</p> <p>28.4. Bidder must declare information about the eligible types of goods for bid preferences according to Forms 15A, 15B and 15C Chapter IV that is on the basis of consideration and evaluation of bid preferences. In case bidders does not declare so, the Bidder's goods are considered not eligible for bid preferences.</p> <p>28.5. In case goods do not receive bid preferences, evaluation and determination of bid preferences shall not be applied.</p> <p>28.6. In case of bidders ranking equally, priority shall be given to those with: - 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.</p>
<p>29. Bid Proposal evaluation</p>	<p>29.1. Vietsovpetro shall apply evaluation criteria listed in this clause and methods of evaluation are specified in the BDS. Any other criteria and methods of evaluation shall not be allowed.</p> <p>29.2. Vietsovpetro shall evaluate directly on the bid proposals submitted by the bidder.</p> <p>29.3. Verify and evaluate eligibility of Bid Proposal: 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.</p>



- 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;
 - d) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Vietsovpetro allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the Bidder shall be considered having committed fraudulent according to regulations with legislation on bidding or other relevant legislation and shall be subject to be handled according to regulations.
 - e) For the origin of the goods, in case there is any inconsistency between the declared information and attached documents, Vietsovpetro request clarification of the Bid proposal;



	<p>f) For contents other than those mentioned in Points a, b, c and d of this Clause, in case there is inconsistency between the information in the original Bid proposal and the copy of the Bid proposal, the information in the original Bid proposal is the basis for review and evaluation;</p> <p>g) At the financial assessment step, in case the Bidder does not declare information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Vietsovpetro have a basis for calculating bid preferences, then Bidder will not receive the bid preferences;</p>
<p>30.Contract negotiation</p>	<p>Contract negotiation shall be stipulated in BDS.</p> <p>30.1. Contract negotiation shall be based on the followings:</p> <ul style="list-style-type: none"> a) Report on evaluation of the Bid Proposal; b) Bid Proposal and bidder's records of clarification of bidding package (if any); c) Invitation to Bid. <p>30.2. Principles of the contract negotiation:</p> <ul style="list-style-type: none"> a) Not negotiating on the contents the bidder offered in accordance with the requirements of the Invitation to Bid. b) While evaluating Bid Proposal and negotiating contract, if realizing the scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared with the design documentation, Vietsovpetro shall request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide on applying the unit price approved estimated price for these scope of work/ inadequate workloads compared to the design documentation or the unit price quoted by other bidders who have passed the technical evaluation if this unit price is lower than the approved unit price in the estimated bidding package; c) When negotiating a contract for the deficient deviation, if the Bidder's bid proposal does not have a unit price corresponding to the deviation, the lowest bid unit price among other bidders' bid proposals that meet the technical requirements must be taken or taking the unit price in the approved estimate if this is the only bidder who passes the technical evaluation step as a basis for negotiating that deficient deviation. <p>30.3. Contents of contract negotiation:</p> <ul style="list-style-type: none"> a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal, between different contents in the Invitation to Bid may lead to incidents, disputes or impact on the contractual obligations of contracting parties; b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations;



	<ul style="list-style-type: none"> c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package; d) Nonmaterial omissions specified in ITB 30; đ) Other necessary issues. <p>30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions and annexes that determine detailed list of scope of supply, price list and progress of supply.</p> <p>30.5. If the negotiation fails, Vietsovpetro shall consider, decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Vietsovpetro shall report to the Investor to consider, decide the bidding cancellation as regulated in point a, ITB 32.1</p>
31. Conditions for recommendation as the awarded bidder	<p>Bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions:</p> <ul style="list-style-type: none"> 31.1. Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III; 31.2. Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III; 31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III; 31.4. Having deficient deviation not exceeding 10% of bidding price; 31.5. Meeting requirements specified in the BDS; 31.6. The bidder has the proposed price award (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.
32. Bidding cancellation	<p>32.1. Vietsovpetro shall notify the bidding cancellation in following cases:</p> <ul style="list-style-type: none"> a) All Bid Proposals fail to satisfy the requirements of the Invitation to Bid; b) Change of the objectives, scope of procurement resulting in changes in volume of work and evaluation criteria stated in the Invitation to Bid at Vietsovpetro's decision; c) The Invitation to Bid fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package; 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. <p>32.2. Organizations and individuals infringing law on bidding that lead to bidding cancellation as prescribed in point c, d, e in ITB 32.1 is undertaken to compensate expenses for related parties and be handled as prescribed by law.</p>



	<p>32.3. In case of bidding cancellation specified in this section, Vietsovpetro shall return or release Bid Bond to bidders who has submitted the original Bid Bond within 05 working days, except the bidder violates the regulation as specified in point d and point d, ITB 32.1.</p>
<p>33. Notice of bidder selection result</p>	<p>33.1. Vietsovpetro shall publish notice of bidder selection results within 05 working days from the date of approval of bidder selection results. Notice of bidder selection result shall include following contents:</p> <p>a) Information of the bidding package:</p> <ul style="list-style-type: none"> - Number of Invitation to Bidder; - Name of the bidding package; - Bidding package price or approved estimate (if any); - Name of Investor; - Form of bidder selection; - Type of contract; - Time to implement the bidding package; - Time of contract performance. <p>b) Information of the awarded bidder:</p> <ul style="list-style-type: none"> - Tax code; - Contractor name; - Bidding price; - Bidding price after discount (if any); - Technical scores (if any); - Evaluation price (if any); - Awarded bidding price; - Time to implement the bidding package. <p>c) For each type of goods and equipment in the bidding package, the Investor must publish the following information:</p> <ul style="list-style-type: none"> - Goods name; - Wattage; - Features and technical specifications; models, part numbers, labels; - Origin; - Awarded of bidding unit price. <p>d) List of unselected bidders and brief reasons of each bidder for not being selected.</p> <p>33.2. In case of bidding cancellation as prescribed in point a, ITB 32.1, in the notice of bidder selection results and on the national bidding network must be clearly stated the reason for cancellation of bidding.</p>
<p>34. Change in volume of goods and services</p>	<p>34.1. At the time of awarding contract, Vietsovpetro are entitled to increase or decrease the volume of services stated in Chapter IV provided that such change not exceeding the rate specified in the BDS and there is not any change in the unit price or other terms and conditions of the Bid Proposals and Invitation to Bid. The rate of increase and decrease in volume shall not exceed 10%.</p> <p>34.2. Additional purchase option: Before the contract expires, the Investor has the right to purchase an additional volume of goods or services in the bidding package other than</p>



	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	<p>36.1. At time of signing contract, Bid Proposal of the selected bidder are still valid.</p> <p>36.2. At time of signing contract, the selected bidder must ensure to meet requirements on technical and financial capability for implementation as prescribed in the Invitation to Bid. If the bidder no longer meets basic requirements of technical and financial capability prescribed in the Invitation to Bid, Vietsovpetro shall refuse to sign contract with the bidder. Vietsovpetro shall therefore cancel previous decision on approval of bidder selection result and contract award, and shall invite the bidder who is ranked at the next position for comparing documentation and contract negotiation (if required).</p> <p>36.3. Vietsovpetro shall ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.</p>
37. Contract performance guarantee	<p>37.1. Before signing a contract or before the contract comes into effect, the bidder shall provide contract performance guarantee as specified in Part 3. In case of applying a form of contract performance guarantee, the form specified in Part 3 or another form approved by Vietsovpetro shall be complied.</p> <p>37.2. The bidder shall not be entitled for the returning of the contract performance guarantee in the following cases:</p> <ol style="list-style-type: none"> a) The bidder refuses to perform the contract after the date the contract comes into force; b) The bidder violates agreements in contract; c) Performing the contract behind schedule due to bidder's fault but refusing to extend the validity of the contract performance guarantee.
38. Handling of Complaints in Bidding	<p>38.1. When bidder's legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to Vietsovpetro with respect to procurement process, bidder selection result according to the regulations of Vietsovpetro.</p> <p>38.2. In case of petition to Vietsovpetro, the bidder shall send the petition to the address specified in the BDS.</p>
39. Monitoring, supervising of	When detecting violated behavior or content inconsistent with the provisions of bidding law, the bidder is responsible for notifying the



Bidder selection process	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	<p>Title of bidding package: Provision of Electrical and mechanical equipment of electrical submersible pump (ESP) system, Block 09-1 (VT-0003/26-KT-BTNA)</p> <p>Name of project: Block 09-1</p> <p>Vietsovpetro will evaluate and select base on each group:</p> <p>+Group 1 (Item 1-4,15-67)</p> <p>+Group 2 (Item 5-7)</p> <p>+Group 3 (Item 8-14)</p> <p>Year of production: Technical requirements attached</p> <p>Scope of supply see Attachment 1 of PART 4.</p> <p>Technical requirement see Attachment 2 of PART 4</p> <p>Technical Evaluation Criteria see Attachment 3 of PART 4</p>
ITB 3	The source of funding: Block 09-1
ITB 5 (d)	<p>Competitiveness in the bidding must be ensured by following rules:</p> <p>- Bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with: _____ <i>[insert full name and address of the Employer, Procuring entity]</i>, except in the case of:</p> <p>(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.</p> <p>(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.</p> <p>- 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:</p> <p>+ Consulting on preparation for technical design: ___ <i>[insert full name and address of consultants (if any)]</i>;</p> <p>+ Consulting on verification of bid price: ___ <i>[insert full name and address of consultants (if any)]</i>;</p> <p>+ Consulting on supervision of contract execution and inspection: ___ <i>[insert full name and address of consulting unit (if any)]</i>;</p> <p>+ Consulting on preparation for the BD: ___ <i>[insert full name and address of consultants (if any)]</i>;</p> <p>+ Consulting on appraisal of the BD: ___ <i>[insert full name and address of consultants (if any)]</i>;</p> <p>+ Consulting on evaluation Bid Proposals: ___ <i>[insert full name and address of</i></p>



	<p><i>consultants (if any)]</i>;</p> <p>+ Consulting on appraisal of bidder selection results: ___ <i>[insert full name and address of the consultants (if any)]</i>;</p> <p>+ Project management consulting, contract management, other consulting services whose work is directly related to the bid package: ___ <i>[insert full name and address of the consultants (if any)]</i>;</p> <p>- The bidder does not belong to the same agency or organization directly managing the consultants (mentioned above)¹.</p> <p>- 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.</p> <p>- 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.</p> <p>- The ratio of shares, equity contributions between the parties is determined at the deadline for submission of bids and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value.</p> <p>In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula:</p> $\text{Ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ <p>Of which:</p> <p>X_i: Equity ownership ratio of other organizations and individuals in the i-th joint venture member;</p> <p>Y_i: Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement;</p> <p>n: Number of members participating in the joint venture</p>
ITB 5 (h)	<p>Bidder's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed:</p> <p>- Bidders have to register procurement information on the National bidding network: To be applied</p>

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



	<p>- Bidders are to provide confirmation of information registration on the national bidding network system in according to the Circulars issued by Ministry of Planning & Investment for providing provisions on posting information about biding, on the roadmap for applying online Contractor selection, and managing the use of the value of bidding guarantee, ensuring the performance of non-refundable contracts:</p> <p>Detailed instructions of the National bidding network system are on the website: http://muasamcong.mpi.gov.vn.</p>
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	<p>Requests for clarification should be received by Vietsovpetro at least 05 working days prior to the Deadline for bid submissions.</p> <p>Vietsovpetro shall clarify the request of clarification at least 03 working days prior to Deadline for bid submissions.</p>
ITB 7.3	Pre-bidding conference: No
ITB 8	<p>Payment for the Invitation to Bid:</p> <p>Interested bidders can buy Invitation to Bid with non-refundable cost of VND 500,000.00/set (in word: Five hundred thousand Vietnam Dong/set). Payment for Invitation to Bid shall be made by Telegraphic Transfer to the following Vietsovpetro’s account:</p> <p style="padding-left: 40px;">Account No. 008.100.000001.1 Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch Please indicate: Bidder Name, payment for Invitation to Bid “Provision of Electrical and mechanical equipment of electrical submersible pump (ESP) system, Block 09-1 (VT-0003/26-KT-BTNA)” Bidding package No. VT-0003/26-KT-BTNA</p>
ITB 10.10	The Bidder shall submit the following additional documents in its bid proposal: Scope of supply, scope and work and Technical Documentation as required Technical Requirement (Section Part 2 Chapter V: Scope of supply, Scope of works and Technical documents, etc. in ITB).
ITB 12.1	<p>Bidder is allowed to submit Technical alternative.</p> <p>The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal.</p> <p>Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.</p>
ITB 13.5	<p>In the detailed price quotation table, bidder shall offer prices according to the following requirements:</p> <p>For foreign bidders: the Bidders are requested to offer price on delivery term: CFR Vietsovpetro port, S.R. Viet Nam in accordance with Incoterms accompanied with appropriate amendments - if necessary as Bidding form No.12A, Chapter IV- Bidding form and provide “Incoterms 2020”.</p> <p>In case goods are accompanied with services, commissioning.... Bidders have to clearly state that whether the offered price includes Foreign Contractor Withholding Tax (FCWT) as Bidding form No.13. If the offered price has not</p>



	<p>included, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation (<i>FCWT tax rate is: 1.01% for goods; 15.79% for services; 12.24% for services included in goods</i>). Vietsovpetro shall do necessary procedures for tax exemption of goods.</p> <p>For Vietnamese Bidders: For Block 09-1: (Applicable) The Bidders are requested to offer price on delivery to Vietsovpetro warehouse, Ho Chi Minh City, S.R. Viet Nam including all taxes, fees and charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1 as Bidding form No. 12A and 12B, Chapter IV- Bidding form</p> <p>For other Blocks (09-2/09, 09-3/12...): (Not Applicable) The Bidders are requested to offer price on delivery to Vietsovpetro warehouse, Ho Chi Minh City, S.R. Vietnam and all taxes, fees and charges (if any) arisen inside Vietnam. Exemption of import tax for imported goods from using List of exempted goods available for Vietsovpetro in Block [...] is stipulated as Bidding form No. 12A and 12B, Chapter IV- Bidding form</p>												
ITB 15.6	Expected operating duration of Goods (for the purpose of requirement of spare parts, specialized tools): Not applicable.												
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: ≥ 120 days from the deadline for bid submission.												
ITB 18.1	The Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: (VND) 008.100.000001.1; (USD) 0081370000029 Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch												
ITB 18.2	<p>Contents of Bid Bond: The amount and currency of the Bid Bond shall be: USD 21,610.00 or 557.900.000 VND for the whole package. In case bidding package is divided into many independent parts, the amount and currency of the Bid Bond shall be:</p> <table border="1"> <thead> <tr> <th>Group</th> <th>Bid Bond Value (USD)</th> <th>Bid Bond Value (VND)</th> </tr> </thead> <tbody> <tr> <td>Group 1 (Item 1-4,15-67)</td> <td>6,900.00</td> <td>178.200.000</td> </tr> <tr> <td>Group 2 (Item 5-7)</td> <td>12,140.00</td> <td>313.300.000</td> </tr> <tr> <td>Group 3 (Item 8-14)</td> <td>2,570.00</td> <td>66.400.000</td> </tr> </tbody> </table> <p>The Bid Bond shall be valid for: ≥ 150 days from the Deadline for bid submission.</p> <p>In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: (VND) 008.100.000001.1; (USD) 0081370000029 Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch</p>	Group	Bid Bond Value (USD)	Bid Bond Value (VND)	Group 1 (Item 1-4,15-67)	6,900.00	178.200.000	Group 2 (Item 5-7)	12,140.00	313.300.000	Group 3 (Item 8-14)	2,570.00	66.400.000
Group	Bid Bond Value (USD)	Bid Bond Value (VND)											
Group 1 (Item 1-4,15-67)	6,900.00	178.200.000											
Group 2 (Item 5-7)	12,140.00	313.300.000											
Group 3 (Item 8-14)	2,570.00	66.400.000											



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, date 12 May 2026
ITB 20.1	<p>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.</p> <p><i>Note:</i> Quantity of Proposal: + Technical Proposal: 01 original and 02 copies; + 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.</p>
ITB 20.7 (a)	Bidders shall submit their Bid Proposals to: Recipients: Vietsovetro Address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam
ITB 21.1	The Bid proposal shall be opened publicly at: Time: at:09h00, date 12 May 2026 at the following address: Vietsovetro, 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam
ITB 23.4	Bidders themselves can provide such evidence to the Procuring entity within _____ days from the deadline for submission of bids [<i>Insert the maximum time the bidder is allowed to send additional documents to the procuring entity</i>].
ITB 27.2	Total value of sub-contractor(s) shall not exceed: 0 % of total value of Bid proposal. Specialized sub-contractor: Not applicable.
ITB 28.3	Calculation of preferential treatment: [<i>In case of Lowest price method</i>]: Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of bidders for comparison and ranking.”.
ITB 29.1	Bid proposal evaluation methods: a. Evaluation of the bidder’s capacity and experience: using Pass/Fail criteria b. Technical evaluation: <i>to apply evaluation method using Pass/Fail or Yes/No criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria</i> c. The price evaluation: <i>to apply lowest price method for each group 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 each group 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, Ho Chi Minh City, S.R. Vietnam, Tel: (84 254) 3 839 871, Fax: (84 254) 3 839 857
ITB 39	Address of organization, individual in charge of supervision: Mr. Vu Mai Khanh - General Director of Vietsovpetro 105 Le Loi, Vung Tau Ward, Ho Chi Minh City, S.R. Viet Nam, Fax: 84-254-3839857



CHAPTER III: BID PROPOSAL EVALUATION CRITERIA

Section 1: Verification and evaluation the eligibility of Bid Proposal

1.1 Verification the Bid Proposal:

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

1.2 Evaluation the eligibility of Bid Proposal

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

- a) The Bidder submits the original of Bid proposal.
- b) The Application for Bidding is signed and stamped (if any) by the legitimate representative of the bidder as required by Invitation to Bid. For consortium, the Application for Bidding is signed and stamped (if any) by the legitimate representatives of each member of the consortium or the authorized leader member of the consortium sign the Application for Bidding according to responsibilities in written agreement of consortium.
- c) Bidding prices in Application for Bidding must be detailed, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in Summary of bidding price table. Bidders are required not to propose different bidding prices or conditions that put Vietsovetro in disadvantage.
- d) The validity period of the Bid proposal must meet the requirements stipulated in ITB 17.1.
- e) The Bid Bond/Deposit must satisfy all the requirements as stipulated in ITB 18.3.
- f) The bidder is not named in 2 or more Bid proposals as a main bidder (independent bidder or a member of consortium) in one bidding package. In case the bidding package is divided into many independent parts, the bidder is not named in 2 or more Bid proposals as the main bidder for the parts that bidder participates.
- g) For consortium, written agreement of consortium is signed and stamped (if any) by the legitimate representative of each member of the consortium and the consortium agreement must specify the detail scope of work and estimated respective percentage that each member will implement as Bidding Form No.3, Chapter IV, Bidding Form.
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 1, year 2022 ⁽²⁾ 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	Commitment along with the Application for bidding Form 10

Note:

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

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

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

⁽²⁾ Time requirement, usually 03 to 05 years before bid closure year. For example, from January 1, 2018 to Deadline for bid submission.



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 2024/2023 to 2025) 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 3,240,000.00 / 83.656.800.000 VND for whole package. Evaluate separated groups, see Note (2)	must meet requirement	must meet requirement	not applicable	Form 10
		(In case Company of the Bidder established less than 3 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and divide to total number of years have activities)				

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

- 2 If Bidder bids in one or more than one group, minimum average annual turnover within the last 03 fiscal years should be equal to sum of those below value with respective groups:

Group	Value (USD)	Value (VND)
Group 1 (Item 1-4,15-67)	1,035,000.00	26.723.700.000
Group 2 (Item 5-7)	1,819,600.00	46.982.072.000
Group 3 (Item 8-14)	385,400.00	9.951.028.000

In case the bidder bids in one or more than one part, minimum revenue evaluation is based on the total average revenue required of those part offered by bidders. In case the bidder bids in 01 part, it only needs to meet the revenue requirement of that Part.



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 (1) for supplying goods and equipment and services for the Oil and Gas industry or other industries as described hereunder that has been successfully completed or performed at least 80% of the total contract value (1) as main Contractor (individually or partner of Consortium) or sub-contractor (2) within the last 05 years to the deadline for bid submission. If bidder attends the bid for one or more than one group, see note (3)	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 07A

Notes:

- (1) “Successfully completed” means completion of all (80%) of contract scope of work. *The contract is completed, ending the entire workload of such contract and the time of contract completion is the time of delivery / acceptance of the entire contract, regardless of the time of signing the contract.*
- (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.
- (3) If bidder bids in one or more than one group, Bidder’s similar contracts value within the latest 05 fiscal years should be equal to those below value with respective groups. Evaluation of similar contract is based on each respective groups offered by bidder. Bidder does not have to comply with the size of total similar contract for all those groups bidder offers.

Group	Value (USD)	Value (VND)
Group 1 (Item 1-4,15-67)	379,500.00	9.798.300.000
Group 2 (Item 5-7)	667,200.00	17.226.200.000
Group 3 (Item 8-14)	141,400.00	3.648.500.000



Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
5	The ability of performing warranty, maintenance, repair, overhaul and provision of spare parts and other after-sale services ¹ <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)	



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 1, year 2021 ⁽²⁾ 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 07B

Note:

⁽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.

⁽³⁾ Time requirement, usually 03 to 05 years before bid closure year. For example, from January 1, 2018 to Deadline for bid submission.



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 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	Minimum average annual turnover of following value within the latest ... fiscal years ⁽¹⁾ ≥ USD / VND (Incase Company of the Bidder established less than 3 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and devide 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^(*) <i>(Not applicable)</i>	The contractor provides documents as proof of production capacity, including either: - The capacity of factories or production lines with minimum output of: ___units/month; Or: - The highest output per month within the last 05 years prior to the deadline for bid submission: ___units <i>(see the Note)</i>	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: $k \times$ (Quantity required of the Invitation to Bid \times 30/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 1 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 ¹ <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: (Applicable)

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

Determination of lowest price as following steps:

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

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

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

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

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

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



Step 7: Ranking the bidders: the Bid proposal which has the **lowest bidding price for each group** 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 Vietsovetro in Block 09-1 shall be ranked the first.

Notes:

(1) Rectification of errors

Provided that the bid proposal substantially satisfies Invitation to Bid, Vietsovetro 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 Vietsovetro 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 Vietsovetro determines the obvious mistake in placing of comas and periods, the total price shall prevail and the unit price shall be corrected.

-If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected;

-If there is a discrepancy between words and numbers, the amount in words shall used as a legal basis for correction. If the amount expressed in words is incorrect, then the number after rectification of error as stipulated in this article should be used as a legal basis for correction.

(2) Adjustment of deviation:

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

In case of deficient deviation (lack of items of work in comparison with the scope of supply/ lack of inland transportation cost to Vietsovetro warehouse/ Vietsovetro port in case Bidder does not offer delivery term to Vietsovetro warehouse/ Vietsovetro 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:

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

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

- b) In case bidder has discount 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 (If applied)

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

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

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

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

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

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

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

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



CHAPTER IV: BIDDING FORM

No	Bidding Form	Performance	Responsibility for performance	
			Vietsovetro	Bidder
1	Form 01. Application for bidding form	Submission with Bid Proposal		X
2	Form 02. Power of Attorney			X
3	Form 03. Consortium Agreement			X
4	Form 04A. Guarantee for Bid Participation (<i>Bid Bond</i>), applicable to independent bidders			X
5	Form 04B. Guarantee for Bid Participation (<i>Bid Bond</i>), applicable to consortium bidders			X
6	Form 04C. Form of Deposit for bid participation	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
11	Form 08B. Profession skill curriculum vitae of key personnel			X
12	Form 08C. Professional Experience			X
13	Form 09. Historical Contract Non-Performance for the supply of goods due to fault of the bidder in the past.			X
14	Form 10. Bidder's Financial Status			X
15	Form 11A. Scope of work using sub-contractors			X
16	Form 11B. List of specialized sub-contractors			X
17	Form 11C. List of subsidiaries and member companies delivering work in the bidding package		X	



18	Form 12. Summary of bidding prices			X
19	Form 12A. Bidding price schedule of goods <i>(manufactured, processed outside Vietnam)</i>			X
20	Form 12B. Bidding price schedule of goods <i>(domestically manufactured, processed or goods manufactured, processed outside Vietnam but already imported and being offered in Vietnam)</i>			X
21	Form 13. Bidding price schedule for related services			X
22	Form 14A. Spare parts for replacement <i>(Optional Scope) for Goods manufactured, processed outside Vietnam)</i>			X
23	Form 14B. Spare parts for replacement <i>(Optional Scope) for Goods domestically manufactured, processed or goods manufactured, processed outside Vietnam, but already imported and being offered in Vietnam)</i>			X
24	Form 15A. Declaration of goods with bid preferential treatments			X
25	Form 15B. Costs of goods manufactured domestically with bid preferential treatments <i>(in case of declaration for cost of import)</i>			X
26	Form 15B. Costs of goods manufactured domestically with bid preferential treatments <i>(in case of declaration for cost of manufacturing in Vietnam)</i>			X



APPLICATION FOR BIDDING ¹

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

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

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

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

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

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

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

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

We commit:

1. We are not in the process of carrying out dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or cooperative group registration certificate revoked, not in a case of insolvency according to the provisions of the law on bankruptcy (not in the process of ceasing operations or having its business household registration certificate revoked for Bidders that are household businesses).
2. We do not violate regulations on ensuring fair competition in bidding.
3. We have fulfilled the tax liabilities of the most recent fiscal year prior to the deadline for submission of bids.
4. We are not being under suspension from participating in bidding according to the provisions of the law on bidding.
5. We are not being prosecuted for criminal liability (the household owner is not being prosecuted for criminal liability in case the bidder is a business household).
6. We do not proceed any practices of corruption, bribe, collusion, obstruction and other violated provisions of the law on procurement when participating this package.
7. The information declared in the bid is truthful.
8. In case of winning the bid, the Proposal and clarification, supplemental documents of the Proposal constitute the agreement of responsibilities between the two parties until the contract is signed.
9. If our bid is accepted, we shall furnish a performance security as specified in IBT 37.1 of the Bidding document.

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

Notes:

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



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

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

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

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

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

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



POWER OF ATTORNEY ¹

Date _____ / _____ /20_____ At (name of place).....:

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

To issue this Power of Attorney to :

Mr/Mrs _____

ID/Passport number _____

Position _____

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

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

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

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

This Power of Attorney is valid for the period from _____ to _____ ³ and will be made in _____ originals, _____ of which will be retained by Mandator; _____ of which will be retained by Attorney and the rest will be retained by Vietsovpetro. All original copies hereof are identical and legally equal.

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

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

Note:

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

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

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



CONSORTIUM AGREEMENT ¹

_____, day ___ month ___ year _____

Bidding package: _____ [name of bidding package]

Under the project: _____ [name of project]

- Based on the Invitation to Bid _____ [name of bidding package] date ___ month ___ year _____ [date recorded on the Invitation to Bid];

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

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

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

Power of Attorney No. ___ date ___ month ___ year _____ (in case of authorization).

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

Article 1. General principles

1. The members voluntarily establish a Consortium to participate in the bidding package _____ [name of bidding package] under the project _____ [name the project].

2. The members agree the name of the Consortium for any transactions related to this package as: _____ [name of the Consortium as Agreement].

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

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

Consortium members agree to assign responsibilities for implementation of the bidding package _____ [write name of bidding package] under the project _____ [write name of project], for each member as follows:

1. Leader of the consortium:



The parties agree to authorize to _____ [*Write name of a party*] as a leader of the consortium, representing the Consortium in the following part of work ²:

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

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

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

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

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

Article 3. Validity of Consortium Agreement

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



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

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

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER

[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBERS

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

Note:

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

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

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



GUARANTEE FOR BID PARTICIPATION ¹

(BID BOND)

(applicable to independent bidder)

Beneficiary: VIETSOVPETRO,
105 LE LOI STR, VUNGTAU WARD, HO CHI MINH CITY, S.R. VIETNAM.
(Hereinafter referred to as the employer)

Date: _____ *[Insert date of issue]*

BID GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

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

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

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

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

1. Bidder has withdrawn its Bid proposal after Deadline for bid submission and during the validity period of bid proposal;
2. Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 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)

Note:

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

² Insert as stipulated in BDS 18.2

³ Insert Deadline for bid submission as stipulated in BDS 19.1



GUARANTEE FOR BID PARTICIPATION ¹**(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 for³days, from the date.....month... year ⁴

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

- 1) Bidder has withdrawn its Bid proposal after bid submission deadline and during the validity period of bid proposal;
- 2) Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 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.

Legal representative of Bank

[name, position, signature and stamp]

Note:

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 Vietsovetro'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, Vietsovetro 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. Vietsovetro's bank account:

Beneficiary's name: Vietsovetro

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

Account Number: 008.100.00000.11 (VND)

_____ (USD)

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

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



BIDDER'S INFORMATION FORMDate: _____
NCB No. and title: _____Bidder's name: _____ *[specify Bidder's name]**In case of consortium, insert name of each partner in consortium*Place of business registration: _____ *(indicate province/city of Constitution)*Year of business founding / incorporation _____ *[year of company founding]*Bidder's legal address *(in country of registration)*

Bidder's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

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

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

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



INFORMATION FORM FOR CONSORTIUM BIDDER'S MEMBERS

Date: _____
Bid package No. and titles: _____

Consortium Bidder's name:

Consortium member's name:

Consortium member's country of registration:

Consortium member's year of foundation:

Consortium member's legal address in country of registration:

Consortium member's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

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

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

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



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

Date __ month __ year __

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

Descriptions of each contract should contain following information:

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

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

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

1. In case of consortium, each member must declare according to this Form.
2. Bidders only declare the similar content with the requirements of the bidding package.
3. In case the contract value is not in VND, it shall be converted to VND at the exchange rate specified in Section 2 of Chapter III as a basis for evaluation.



DECLARATION OF GOODS PRODUCTION CAPACITY*(applicable to bidders who are manufacturers)*

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>

Legitimate representative of the 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 bider 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 comlying the Invitation to Bid's requiments, the contractor shall be disqualified. In all cases, if the bidder declares personnel in a dishonest manner, making replacement shall not be allowed, the bid proposal shall be disqualified and the bidder shall be considered fraudulent according to the provisions of legislation on bidding or other relevant legislation and penalized accordingly.

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

Legitimate representative of the bidder
[name, position, signature and stamp]



PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

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

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

Legitimate representative of the bidder
[name, position, signature and stamp]



PROFESSIONAL EXPERIENCE

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

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

Legitimate representative of the bidder
[name, position, signature and stamp]



**HISTORICAL CONTRACT NON-PERFORMANCE FOR THE SUPPLY OF
GOODS NOT FULFILLED DUE TO FAULT OF THE CONTRACTOR IN THE PAST ⁽¹⁾**

Name of contractor: _____

Date: _____

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

Contracts for the supply of goods not fulfilled due to fault of the contractor in the past in accordance with Clause 2.1 Section 2 Chapter III			
<input type="checkbox"/> 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.			
<input type="checkbox"/> There is a contract Supply of goods not fulfilled through bidder's fault as of January 1, [...] in accordance with the Evaluation Standards for Competence and Experience under Clause 2.1 Section 2 of Chapter III.			
Year	Scope of work not fulfilled	Contract description	Total contract value (value, currency, exchange rate, equivalent value in VND)
		Contract Description: _____ Name of Investor: _____ Address: _____ Causes of non-fulfillment of the contract: _____	

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1) The Bidder must accurately and truthfully declare contracts for the supply of goods that were not fulfilled through fault of the Bidder in the past. In case Vietsovetro 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 3 Years ² [VND/USD]: [...]/[...]		
Year 1	Year 2	Year 3

Information from balance sheet

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

Information from Income Statement

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

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

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

Legitimate representative of the bidder
[name, position, signature and stamp]



Note:

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

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

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					
...					

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

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

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

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

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

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

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



LIST OF SPECIALIZED SUB-CONTRACTORS¹

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

STT No	Name of specialized subcontractor²	Scope of work³	Amount of work⁴	Percentage value estimated⁵	Contract or agreement document with specialized subcontractor⁶
1					
2					
3					
4					
...					

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

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

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

³ 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 PACKAGE ⁽¹⁾**

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

**Legitimate representative of the bidder
[name, position, signature and stamp]**

Notes:

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

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

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

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



SUMMARY OF BIDDING PRICE
(Apply for international bidding)

Stt	Content	Bid price
1	Goods manufactured, processed outside Vietnam	$(M_{1.1} + M_{1.2})$
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)	$(M_{1.1} + M_{1.2}) + (M_2) + (I)$

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



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

FOR BLOCK 09-1

Year 2027 (fixed quantities)

1	2	3	4	5	6	7	8	9
Line item	Description of goods	Part number/ model of goods	MNF	CO	Unit	Unit price	Required quantity	Extended Price per line item (Col. 7x8)
1	Bleed-off valve Клапан сброса давления				pce		3	
2	Bleed-off valve Клапан сброса давления				pce		1	
3	Check valve Обратный клапан				pce		3	
4	Check valve Обратный клапан				pce		1	
5	Power cable High (medium) voltage downhole cable Size				m		40700	
6	Cross coupling cable protector Протектор кросс-зацепления кабеля				pce		3429	
7	For tubing 3-1/2" EUE and flat cable AWG#4 Maximum OD: For size: 3 1/2" ≤ 141mm				pce		1037	
8	Voltage 6.6...8 KV, 400 A, for outdoor installation in hazardous area, Ex-d, NEMA4/IP66, 50 mm ² cable conductor, c/w Ex-d cable gland and accessories				pce		5	
9	5000VAC, Fuse rating: 1/8 A, Line output 120V/20 mA, SS316 Stainless Steel IP66 Enclosure, c/w cable gland, conduit and accessories. C/w NCU spare parts for installation and two years of operation: 3EA High voltage Fuses 1/8 A				pce		5	
10	6/10(12) kV, with three copper multi-wire cores, armored, flame retardant,				m		350	



	class 2 (IEC Publication 228). Approved for using on offshore drilling platforms, type RFOU or BFOU P3/P10. Core cross sections: 3Cx70 mm2.						
11	0.6/1 kV with three copper, multi-wire cores, armored, flame retardant, class 2 (IEC Publication 228), for connecting to the platform voltage supply. Approved for using on offshore drilling platforms, type RFOU or BFOU P1/P8. Core cross sections: 3Cx150 mm2.				m		250
12	Conductors: Stranded tinned copper or nickel-plated copper Insulating System: EPR or Composite Extruded Silicone Rubber with intermediate fiberglass reinforcement, type SIL/0500F or equal., c/w conduit. Core section 18 (65/36) AWG TC				m		150
13	INSTRUMENT CABLE FOR ANALOG SIGNALS (PCS) Armored; Flame-retardant IEC 60332-3 Cat. A; Comply with IEC 60092-370 for telecom/ data transfer cable offshore/marine Rated Voltage: 250V;				m		50
14	INSTRUMENT CABLE FOR ANALOG SIGNALS (PCS)				m		50
15	C/W Accessories for Wellhead Adapter Assembly and Tubing Head Spool Size: 9"x 9"				set		2
16	Wellhead Adapter Assembly C/W Accessories for Wellhead Adapter Assembly				set		2



	Sборка адаптера устьевого оборудования В комплекте с аксессуарами для сборки адаптера устьевого оборудования							
17	Wellhead Adapter Assembly C/W Accessories for Wellhead Adapter Assembly Сборка адаптера устьевого оборудования В комплекте с аксессуарами для сборки адаптера устьевого оборудования				set		1	
18	Wellhead Penetrators Пенетраторы				pce		12	
19	Ring type Joint R50 Кольцевое соединение R50				pce		7	
20	Ring type Joint RX-54 Кольцевое соединение RX-54				pce		2	
21	Ring type Joint RX50 Кольцевое соединение RX50				pce		6	
22	Ring type Joint R-39 Кольцевое соединение R-39				pce		0	
23	Ring type Joint RX-39 Кольцевое соединение RX-39				pce		6	
24	Ring type Joint R35 Кольцевое соединение R35				pce		6	
25	Ring type Joint RX35 Кольцевое соединение RX35				pce		14	
26	Ring type Joint R-24 Кольцевое соединение R-24				pce		12	
27	Ring type Joint RX-24 Кольцевое соединение RX-24				pce		4	
28	Stud bolt with two nuts Шпилька				set		132	
29	Stud bolt with two nuts Шпилька				set		24	
30	Stud bolt Шпилька				pce		24	
31	Stud bolt with two nuts Шпилька				set		96	
32	Stud bolt with two nuts Шпилька				set		72	
33	Weather seal protector Защитный кожух от атмосферных воздействий				pce		2	
34	Weather seal protector				pce		10	



	Защитный кожух от атмосферных воздействий							
35	Weather seal protector Защитный кожух от атмосферных воздействий				pce		6	
36	Weather seal protector Защитный кожух от атмосферных воздействий				pce		18	
37	Weather seal protector Защитный кожух от атмосферных воздействий				pce		12	
38	Lock screw Стопорный винт				set		16	
39	Lock screw Стопорный винт				set		8	
40	Lock screw Стопорный винт				set		8	
41	Lock screw Стопорный винт				set		16	
42	EFT Tubing hanger Assy				pce		2	
43	Seal for EFT Tubing hanger Assy Уплотнительное кольцо				set		4	
44	EFT Tubing hanger Assy				pce		1	
45	Seal for EFT Tubing hanger Assy Уплотнительное кольцо				set		2	
46	EFT Tubing hanger Assy Подвеска НКТ				set		1	
47	Seal Уплотнительное кольцо				set		2	
48	ESP tubing hanger Assy 9" No. x 3 1/2" EUE BOX Top & BTM with one 3 1/8" Continuous control line AND MINI PENETRATOR, 3" "h" Type BPV threaded, Min. Bore" 2,950"				pce		0	
49	Seal				set		0	
50	Eccentric Tubing hanger Assy				set		2	
51	Seal for Eccentric Tubing hanger Assy				set		4	
52	Seal sub				set		2	
53	O-ring				set		4	



54	Seal sub				set		2	
55	Seal O-ring				set		4	
56	Seal sub				set		1	
57	O-ring				set		2	
58	Seal sub				set		1	
59	Seal O-ring				set		2	
60	Seal sub				set		1	
61	O-ring				set		2	
62	Seal sub				set		1	
63	Seal O-ring				set		2	
64	Assembly, tubing hanger, Eccentric, 9" nom. x 2-7/8" API EU BOX BTM x top, w/ 2-1/2" nom. Type OMS-H BPV prep.				Set		1	
65	Seal kit for Assembly, tubing hanger, Eccentric, 9" nom. x 2-7/8" API EU BOX BTM x top, w/ 2-1/2" nom. type OMS-H BPV prep.				Set		1	
66	Assembly, lockdown screw, NE, 9.75" Lg, API 6A, AA, P+X				Set		8	
67	Back pressure valve 2 1/2" NOM. Type OMS-H BPV				Pce		1	
*		<p>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.</p> <p>(Transfer to the Summary of Bidding Price Form)</p> <p>Note:</p> <ul style="list-style-type: none"> - Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached). - Request to breakdown value for each line item and for all items in Scope of supply. 						M1.1



Year 2028 (estimated quantities)

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	Bleed-off valve Клапан сброса давления				pce	1		
2	Bleed-off valve Клапан сброса давления				pce	0		
3	Check valve Обратный клапан				pce	1		
4	Check valve Обратный клапан				pce	0		
5	Power cable High (medium) voltage downhole cable Size				m	8700		
6	Cross coupling cable protector Протектор кросс-зацепления кабеля				pce	575		
7	For tubing 3-1/2" EUE and flat cable AWG#4 Maximum OD: For size: 3 1/2" ≤ 141mm				pce	281		
8	Voltage 6.6...8 KV, 400 A, for outdoor installation in hazardous area, Ex-d, NEMA4/IP66, 50 mm ² cable conductor, c/w Ex-d cable gland and accessories				pce	2		
9	5000VAC, Fuse rating: 1/8 A, Line output 120V/20 mA, SS316 Stainless Steel IP66 Enclosure, c/w cable gland, conduit and accessories. C/w NCU spare parts for installation and two years of operation: 3EA High voltage Fuses 1/8 A				pce	2		
10	6/10(12) kV, with three copper multi-wire cores, armored, flame retardant, class 2 (IEC Publication 228). Approved for using on offshore drilling platforms, type RFOU or BFOU P3/P10. Core cross sections: 3Cx70 mm ² .				m	100		



11	0.6/1 kV with three copper, multi-wire cores, armored, flame retardant, class 2 (IEC Publication 228), for connecting to the platform voltage supply. Approved for using on offshore drilling platforms, type RFOU or BFOU P1/P8. Core cross sections: 3Cx150 mm ² .				m	100		
12	Conductors: Stranded tinned copper or nickel-plated copper Insulating System: EPR or Composite Extruded Silicone Rubber with intermediate fiberglass reinforcement, type SIL/0500F or equal., c/w conduit. Core section 18 (65/36) AWG TC				m	60		
13	INSTRUMENT CABLE FOR ANALOG SIGNALS (PCS) Armored; Flame-retardant IEC 60332-3 Cat. A; Comply with IEC 60092-370 for telecom/ data transfer cable offshore/marine Rated Voltage: 250V;				m	20		
14	INSTRUMENT CABLE FOR ANALOG SIGNALS (PCS)				m	20		
15	C/W Accessories for Wellhead Adapter Assembly and Tubing Head Spool Size: 9"x 9"				set	0		
16	Wellhead Adapter Assembly C/W Accessories for Wellhead Adapter Assembly Сборка адаптера устьевого оборудования В комплекте с аксессуарами для сборки адаптера устьевого оборудования				set	2		
17	Wellhead Adapter Assembly C/W Accessories for Wellhead Adapter Assembly Сборка адаптера устьевого оборудования В комплекте с аксессуарами для сборки адаптера устьевого оборудования				set	0		



18	Wellhead Penetrators Пенетраторы				pce	3		
19	Ring type Joint R50 Кольцевое соединение R50				pce	2		
20	Ring type Joint RX-54 Кольцевое соединение RX-54				pce	0		
21	Ring type Joint RX50 Кольцевое соединение RX50				pce	0		
22	Ring type Joint R-39 Кольцевое соединение R-39				pce	2		
23	Ring type Joint RX-39 Кольцевое соединение RX-39				pce	0		
24	Ring type Joint R35 Кольцевое соединение R35				pce	4		
25	Ring type Joint RX35 Кольцевое соединение RX35				pce	0		
26	Ring type Joint R-24 Кольцевое соединение R-24				pce	0		
27	Ring type Joint RX-24 Кольцевое соединение RX-24				pce	0		
28	Stud bolt with two nuts Шпилька				set	24		
29	Stud bolt with two nuts Шпилька				set	0		
30	Stud bolt Шпилька				pce	8		
31	Stud bolt with two nuts Шпилька				set	24		
32	Stud bolt with two nuts Шпилька				set	0		
33	Weather seal protector Защитный кожух от атмосферных воздействий				pce	0		
34	Weather seal protector Защитный кожух от атмосферных воздействий				pce	2		
35	Weather seal protector Защитный кожух от атмосферных воздействий				pce	2		
36	Weather seal protector Защитный кожух от атмосферных воздействий				pce	4		
37	Weather seal protector Защитный кожух от атмосферных воздействий				pce	0		
38	Lock screw Стопорный винт				set	0		



39	Lock screw Стопорный винт				set	0		
40	Lock screw Стопорный винт				set	0		
41	Lock screw Стопорный винт				set	8		
42	EFT Tubing hanger Assy				pce	0		
43	Seal for EFT Tubing hanger Assy Уплотнительное кольцо				set	0		
44	EFT Tubing hanger Assy				pce	0		
45	Seal for EFT Tubing hanger Assy Уплотнительное кольцо				set	0		
46	EFT Tubing hanger Assy Подвеска НКТ				set	0		
47	Seal Уплотнительное кольцо				set	0		
48	ESP tubing hanger Assy 9" No. x 3 1/2" EUE BOX Top & BTM with one 3 1/8" Continuous control line AND MINI PENETRATOR, 3" "h" Type BPV threaded, Min. Bore" 2,950"				pce	1		
49	Seal				set	2		
50	Eccentric Tubing hanger Assy				set	0		
51	Seal for Eccentric Tubing hanger Assy				set	0		
52	Seal sub				set	0		
53	O-ring				set	0		
54	Seal sub				set	0		
55	Seal O-ring				set	0		
56	Seal sub				set	0		
57	O-ring				set	0		
58	Seal sub				set	0		
59	Seal O-ring				set	0		
60	Seal sub				set	0		



61	O-ring				set	0		
62	Seal sub				set	0		
63	Seal O-ring				set	0		
64	Assembly, tubing hanger, Eccentric, 9" nom. x 2-7/8" API EU BOX BTM x top, w/ 2-1/2" nom. Type OMS-H BPV prep.				Set	0		
65	Seal kit for Assembly, tubing hanger, Eccentric, 9" nom. x 2-7/8" API EU BOX BTM x top, w/ 2-1/2" nom. type OMS-H BPV prep.				Set	0		
66	Assembly, lockdown screw, NE, 9.75" Lg, API 6A, AA, P+X				Set	0		
67	Back pressure valve 2 1/2" NOM. Type OMS-H BPV				Pce	0		
*		<p>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.</p> <p>(Transfer to the Summary of Bidding Price Form)</p> <p>Note:</p> <ul style="list-style-type: none"> - Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached). - Request to breakdown value for each line item and for all items in Scope of supply. 						M1.2

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

Notes:

Quantity of goods for the year 2027 is fixed, and the demand for goods in 2028 is estimated according to the LIST OF GOODS

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, Ho Chi Minh City, S.R. Viet Nam**, including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.



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

- Bidder intends to use inland transportation to delivery the goods from any discharge port in Vietnam to Vietsovetro port: Yes/No
- If Bidder declares its attention to use inland transportation to deliver the goods from discharge port in Vietnam to Vietsovetro port, Vietsovetro 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 Vietsovetro port, or makes no statement in this regard, Vietsovetro 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 Vietsovetro

**In the event that a bidder offers delivery terms other than to Vietsovetro's warehouse/Vietsovetro port, Vietsovetro shall make adjustment of deviations by adding a transportation cost which is 0.25%/bidding price, to the bidding price for the purposes of evaluation, comparison, and ranking of bidders.

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.

FOR OTHER BLOCKS (09-2/09, 04-3, ...) N/A

1	2	3	4	5	6	7	8	9	10	11	12
Line item	Description of goods	Part number/ model of goods	MNF	CO	Unit	Required quantity	Unit price	Extended Price per line item (Col. 7x8)	Import tax	VAT (10%)	Total Price including all taxes
1										
2
	...										
Total bidding price								...			
Import tax									...		
VAT 10%										...	
Total bidding price including all taxes											M1
(Transfer to the Summary of Bidding Price Form)											

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) (10) (11) (12)

For Vietnamese Bidders: the Bidders are requested to offer price on delivery to **Vietsovpetro warehouse, Ho Chi Minh City, S.R. Viet Nam**, including taxes, fees, charges (if any) arisen inside Vietnam.

*Based on the Article 12.10.(a), (b), (d), of Decrees No.87/2010/NĐ-CP dated 13th August 2010 and Article 100.11 (a), (b), (e) of Circulars No.128/2013/TT-BTC dated 10th September 2013 of Ministry of Finance on continuous cooperation in geological exploration, oil and gas exploitation at continental shelf of Socialist Republic of Vietnam, Vietsovpetro is exempted from **import tax** in territory of Socialist Republic of Vietnam when moving in/out material, equipments and goods which have not yet been produced inside Vietnam for Oilfield on **Block 09-2/09**. **Bidders are requested to confirm using quota or not. In case of not using quota, bidders are not required to quote import tax separately.***

For Foreign Bidders: the Bidders are requested to offer price on delivery term: CFR Vietsovpetro Port, Ho Chi Minh City, S.R. Viet Nam, Incoterm 2020.

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



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

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

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

Notes:

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

Col. (1), (2), (3), (4): In accordance with List of Goods 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 Vietsovetro, 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	Onshore Technical service						
						
II	Offshore technical service						
						
III	Training (if any)						
						
IV	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**

FOR BLOCK 09-1

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)
	<p>Priced list of recommended spares for 2 years' operation. <i>(i.e.: as stated in Technical Requirement)</i></p> <p><i>Detailed list of spares part and prices shall be provided:</i></p>							
1							
2							
*	<p>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.</p> <p>(Transfer to the Summary of Bidding Price Form)</p> <p>Note:</p> <ul style="list-style-type: none"> - Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached). - Request to breakdown value for each line item and for all items in Scope of supply. 							M1

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

Refer to Notes in Form 12A



FOR OTHER BLOCKS (09-2/09, 04-3, ...) (N/A)

1	2	3	4	5	6	7	8	9	10	11	12
Line item	Description of goods	Part number / model of goods	MNF	CO	Unit	Required quantity	Unit price	Extended Price per line item (Col. 7x8)	Import tax	VAT (10%)	Total Price including all taxes
	<p>Priced list of recommended spares for 2 years' operation. <i>(i.e.: as stated in Technical Requirement)</i></p> <p><i>Detailed list of spares part and prices shall be provided:</i></p>										
1
2	...										
Total bidding price								...			
Import tax									...		
VAT 10%										...	
Total bidding price including all taxes											M1
(Transfer to the Summary of Bidding Price Form)											

Legal representatives of bidder

(name, position, signature and stamp)

Note:

Refers 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	<i>Goods 1</i>					A1	T1
2	<i>Goods 2</i>					A2	T2
n	<i>Goods n</i>					An	Tn
Total bidding price of goods not including taxes, fees, charges (if any)						A=A1+A2+...+An	
Total value of taxes, fees, charges (if any)							T=T1+T2+...+Tn
Total bidding price of goods including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)						M₂=A+T	

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

Refer to Notes in Form 12B



DECLARATION OF PREFERENTIAL GOODS ⁽¹⁾

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

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1), (2): The bidder fills consistently with Form No. 15B or Form No. 15C

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

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



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

(in the case of declaring cost of import)

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

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

- (1): The bidder fills in the checked goods in column (3) and (5) of Form No. 15A.
- (2): The bidder fills in the unit price offered (including all taxes, fees, charges (if any)).
- (3), (4): The bidder self-declares.
- (5), (6): The bidder fills.



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

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

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

- (1): The bidder fills in the checked goods in column (3) and (6) of Form No. 15A.
- (2): The bidder fills in the unit price offered (including all taxes, fees, charges (if any)).
- (3), (4): The bidder self-declares.
- (5): The bidder fills;



PART 2. 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 Vietsovetro 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 08% (eight percent) of Purchase Order and send to Vietsovetro. 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.



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.

ARTICLE 3: DELIVERY

3.1 Delivery date:

3.1.1 For goods of year 2027 (fixed quantities) according to Appendix 1-1A: Not later than **8 months from the date of Vietsovpetro's delivery request** (form as appendix 5), to the date that the Goods arrival at Vietsovpetro's port (included navigation and transportation time).

3.1.2 For goods of year 2028 (estimated quantities) according to Appendix 1-1B: Not later than **8 months from the date of Vietsovpetro's delivery request** (form as appendix 5), to the date that the Goods arrival at Vietsovpetro's port (included navigation and transportation time).

3.2 Earlier shipment is allowed.

Partial shipment is allowed:

- For goods of year 2027: max ___ shipments,
- For goods for year 2028: max ___ shipments.

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

3.3 Shipment to be made from port to Vietsovpetro Port, Ho Chi Minh City, S.R.Vietnam on the term CFR Vietsovpetro's Port, Ho Chi Minh City, S.R.Vietnam – Incoterms 2020, except the otherwise stated in this Purchase Order.

The Seller shall be responsible for any extra transport, warehouse expenses, taxes and other charges incurred in connection with sending of Goods to the other port/wrong port (rather than Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam). 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 port of discharge stated on the bill of lading or the customs declaration) is not VSP Port, S.R Vietnam (the port specified in the contract) and incur inland transportation to the port specified, the Seller will be subject to Foreign contractor withholding tax (FCWT) according to the current regulations of S.R Vietnam. Any extra transport, warehouse expenses, other charges and FCWT incurred will be deducted from payment by the Buyer.

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

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

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

3.4 The navigation period from any port in USA/Canada port/airport to Hochiminh Port/ Caimep Port,S.R Vietnam should not exceed 55/55/7 days. The navigation period is understood as from the date of Bill of Lading/Air Waybill to the date "Notice of Arrival" issued by the Shipmaster on vessel's arrival date at discharge port. In case the navigation period exceeds 55/55/7 days, the exceeded date shall be used for the purpose of calculating the agreed and liquidated damages for delay in delivery as per Article 10 of this Purchase Order.

3.5 The carrying vessel must have ISM certificate.

3.6 The Seller shall be responsible and has to bear all risks and relevant costs for any extra transport,



warehouse expenses and other charges incurred in connection with sending of Goods to the wrong destination point in case it happened at the Seller's fault.

- 3.7 Right of ownership and risks of accidental loss and/or damage of the Goods shall be transferred from the Seller to the Buyer at the Delivery Date.

ARTICLE 4: NOTICE OF SHIPMENT AND DOCUMENTATION

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

- Purchase Order Number
- Name of Goods, quantity and value
- Number of cases, gross weight, measurement
- Bill of Lading number and its date.
- Name of vessel, nationality.
- Port of exit, ETD/ ETA
- Address, telephone, fax of the shipping agent in Vietnam.
- Any other special instructions, which should call to the Buyer's attention.

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

- 4.2 Required shipping document for purchased goods.

- 4.2.1. By T/T:

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

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

2. **Detailed Packing List** showing the content of each case or lot, gross and net weight: covering Goods as specified in Appendix No. 01 to this Purchase Order: 02 originals and 02 copies.

3. **Signed Commercial Invoice** issued by the Seller for the respective shipment value indicating CFR Vietsovpetro Port, S.R.Vietnam, with itemized and total prices: 02 originals and 02 copies.

4. **Certificate of Quality and Quantity** (or TEST REPORT) issued by manufacturer: Original.

5. **Certificate of Origin** issued by the Chamber of Commerce/Competent Organisations in Manufacturer's / Exporter's country: Original / electronic provided web-link to check.

Other Certificates as stipulated in Technical Requirements.

7. **Certificates of Guarantee** issued by the Seller for the quality of Goods for the period of 12 months from the date of delivery: Original.

8. **Export License or Letter of the Seller** stating that Export License is not necessary for export: 01 original and 02 copies.

9. **Seller's cable or telex, fax** advising the shipment details (Invoice value, Bill of Lading date) to Vietsovpetro: 01 copy.

And others documents as required in Technical Requirements

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

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



4.2.2. By L/C:

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

1. **Clean on board Bill of Loading** evidencing shipment from port with destination Vietsovpetro Port, Vungtau City, S.R.Vietnam, consignee: Vietsovpetro 105 Le Loi Street, Vungtau City, S.R. Vietnam, marked "Freight prepaid": 02 Surrender and 02 copies.
2. **Detailed Packing List** showing the content of each case or lot, gross and net weight: covering Goods as specified in Appendix No. 01 to this Purchase Order: 02 originals and 02 copies.
3. **Signed Commercial Invoice** issued by the Seller for the respective shipment value indicating CFR Vietsovpetro Port, Vungtau City, S.R.Vietnam, with itemized and total prices: 02 originals and 02 copies.
4. **Certificate of Quality and Quantity** issued by manufacturer: Original.
5. **Certificate of Origin** issued by the Chamber of Commerce/Competent Organisations in Manufacturer's / Exporter's country: Original / electronic provided web-link to check. Other Certificates as stipulated in Technical Requirements.
7. **Certificates of Guarantee** issued by the Seller for the quality of Goods for the period of 12 months from the date of delivery: Original.
8. **Export License or Letter of the Seller** stating that Export License is not necessary for export: 01 original and 02 copies.
9. **Seller's cable or telex, fax** advising the shipment details (Invoice value, Bill of Lading date) to Vietsovpetro: 01 copy.

And others documents as required in Technical Requirements

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

- 4.3 If shipment to be made through a FIATA Freight Forwarder, under Through or Combined Transport Bill of Lading, the Seller shall have to send the Buyer by fax the copy of Local Bill of Lading of the last distance and inform the Buyer the name, contract address of the Transportation Agent in Vietnam.
- 4.4 Any storage demurrage or other charges due to non-receipt of shipping advice and/or shipping documents by the Buyer from the Seller or the Seller's agent as well as due to incorrect shipping document shall be at the Seller's account.
- 4.5 From the date of Letter of Award (LOA), The Seller must provide the Buyer with a regular report once a month on the first day of the month, showing the process of manufacturing, manufacturing, testing and supplying the Goods.
This report please send to email:@vietsov.com.vn and c/c:hq@vietsov.com.vn. The Seller must immediately report to Buyer the content of the report at least includes the following contents:
 - a) Description of the work completed in the implementation stage;
 - b) Highlighting delays or delays that are likely to occur and the causes of delays affecting production progress and providing measures to ensure progress;
 - c) Change progress if any. During the implementation of the contract, all contacts of Seller send an official letter for VSP leader and send a copy by email:@vietsov.com.vn and c/c:@vietsov.com.vn.
- 4.6 Party B must ensure to provide all necessary documents as required in Article 4.2 of this Contract when delivering goods to Party A. In case Party B delivers goods to Party A's warehouse but does not have all the required documents, Party A agrees to allow Party B to temporarily store



the goods at the warehouse to wait for the complete collection of documents at no extra charge for first 05 calendar days. From the 6th day onwards, Party B will have to pay Party A the storage cost of the shipment according to the current storage unit price of Party A that is applied to Party A's customers. This storage cost that will be deducted directly from the invoice for this Contract or from any other payments of the Contract that duly signed by both parties

ARTICLE 5: PACKING

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

ARTICLE 6: MARKING

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

Shipper:
Consignee: VIETSOVPETRO 105 Leloi Street, VungTau, S.R.VietNam
Purchase Order No.
Case No. /
Dimensions: Length x Width x Height in cm
Gross WEIGHT (KGS)
Net Weight (KGS)
Airport/Port of Destination

- 6.2 The marking must be clearly done by indelible paint and not less than 5 (five) cm high, unless restricted by the size of the case. Where necessary, the Seller shall conspicuously mark on the side of the case appropriate international marks according to the different characteristics, the special marking "Top", "Bottom", "Handle with care", handling places for reloading.
- 6.3 For the oversized cases (more than 10M long), as well as for the case weighing 500 kgs and more, or if the height of the case exceeds one meter, the center of gravity shall be clearly shown with bright indelible paint with sign (+) on the end and side faces of the cases.
- 6.4 The case number shall be indicated by a fraction, the numerator shows the ordinal number of the cases, and the denominator indicates the overall quantity of the cases into which completely delivered Goods are packed.
- 6.5 The Seller shall be responsible for any kind of losses and/or damages of the Goods during loading and unloading as well as for its transportation as a consequence of improper or insufficient marking, as well as for any extra transportation and warehouse expenses, losses connected with misaddressed delivery of the Goods due to incomplete marking.

ARTICLE 7: PAYMENT CONDITIONS

By T/T:

- 7.1 For goods year 2027: One hundred percent (100%) of shipment value shall be paid by Telegraphic Transfer to the Seller's account within thirty (30) days from the date of the



Certificate of quantity and condition issued by Independent Inspection Company at Buyer's warehouse after receipt of the Goods and a full sets of documents above mentioned in Articles 4 with total amount according to Appendix 1-1A Goods price table year 2027.

For goods estimated year 2028:

One hundred percent (100%) of shipment value shall be paid by Telegraphic Transfer to the Seller's account within thirty (30) days from the date of the Certificate of quantity and condition issued by Independent Inspection Company at Buyer's warehouse after receipt of the Goods and a full sets of documents above mentioned in Articles 4. Payment shall be based on the actual quantities delivered and the fixed unit prices stated in the Appendix 1-1B Goods price table year 2028.

Payment shall be made for each shipment based on the actual quantities delivered and the fixed unit prices stated in the Appendix 1-1B-Goods price table year 2028.

- 7.2 Transfer fee shall be on the Buyer's account.
- 7.3 All the banking fees, including bank commission and other charges associated with the advising and corresponding bank shall be on the Seller's account.
- 7.4 All charges in connection with the change of payment's form/ conditions (whether occurred inside or outside S.R.Vietnam), due to Seller's/Buyer's request, shall be at the Seller's/Buyer's account.
- 7.5 The Seller provides Seller's bank account number.

By L/C:

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

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

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

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

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

2. **Detailed Packing List** showing the content of each case or lot, gross and net weight: covering Goods as specified in Appendix No. 01 to this Purchase Order: 02 originals and 02 copies.

3. **Signed Commercial Invoice** issued by the Seller for the respective shipment value indicating CFR Vietsovetro Port, Vungtau City, S.R.Vietnam, with itemized and total prices: 02 originals and 02 copies.

4. **Certificate of Quality and Quantity** (or TEST REPORT) issued by manufacturer: Original.

5. **Certificate of Origin** issued by the Chamber of Commerce/Competent Organisations in Manufacturer's / Exporter's country: Original / electronic provided web-link to check.

Other Certificates as stipulated in Technical Requirements.

7. **Certificates of Guarantee** issued by the Seller for the quality of Goods for the period of 12 months from the date of delivery: Original.



8. **Export License or Letter of the Seller** stating that Export License is not necessary for export: 01 original and 02 copies.

9. **Seller's cable or telex, fax** advising the shipment details (Invoice value, Bill of Lading date) to Vietsovpetro: 01 copy.

And others documents as required in Technical Requirements

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

Payment for incomplete delivery will not be allowed.

7.7.2. Second Installment: Ten percent (10%) of shipment value shall be payable against confirmation of the Buyer to the Bank within 30 days after the date of the Certificate of quantity and condition issued by Independent Inspection Company at Buyer's warehouse and Invoice and after the receipt of the Goods and full set of documents abovementioned in Article 7.7.1.

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

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

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

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

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

7.13 The Letter of Credit is to be automatically cancelled within 15 days from the date of opening, if the Buyer does not receive the original Performance Bond in favour of the Buyer with the content as stated in Appendix 2 of this Purchase Order.

ARTICLE 8: GOODS'S SURVEY

8.1 The survey at Buyer's warehouse of the received Goods shall be made by Independent Inspection Company with issuing a Certificate of quantity and condition.

8.2 The Certificate of quantity and condition issued by Independent Inspection Company for the Goods supplied under this Contract at Buyer's warehouse shall be legal document for Buyer to make claim to the Seller.

ARTICLE 9: GUARANTEE

9.1 The Seller guarantees that the Goods supplied under this Purchase Order shall be of the highest quality and designed standard as set in Manufacture's country for that type of Goods and shall meet current technological achievements as required, and shall be suitable for normal operation in tropical area condition regarding environment temperature up to 45 Deg.C, humidity up to 100%.

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

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

9.4 Should the Buyer reveal any defect within the guarantee period or if the quality of Goods supplied under this Purchase Order is not in compliance with terms and conditions of this Purchase Order and its appendix, the Buyer shall notify the Seller by telex/ fax of such defect.



To substantiate the claims the Buyer shall submit to the Seller the official inspection report issued by Independent Inspection Company. The report of quality issued by Independent Inspection Company shall be legal document for Buyer to make claim to the Seller.

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

- 9.5 The Seller shall inform the Buyer about the results of consideration of claim not later than 14 days after receipt of the Buyer's claim telex/fax and the Seller shall eliminate the revealed defects, at his own expenses, at the Buyer's first request without any delay, but not later than 15 days after receipt of the Buyer's claim telex/fax and/or replace the defective parts or the missing parts by the new ones of good quality on the condition CIF-Vietsovpetro port (or CIP-Tan Son Nhat airport), S.R.Vietnam. All charge associated with return of the defective Goods to the Seller and delivery the new one to Buyer shall be at the Seller's account.
- 9.6 Should the Seller fail to eliminate the defects as claimed, or fail to deliver new Goods within the stipulated time in Article 9.5, the Buyer shall charge to the Seller the agreed and liquidated damages at the rate as per Article 10, the period of the above penalty shall be counted from the date of which the Seller receives the Buyer's official claim to the date of elimination of the defects or to the delivery date of the new replacement Goods minus 15 days or the Buyer shall have the right to eliminate such defects at the Seller's expenses without prejudice to its right in respect of the guarantee, and the Seller undertakes to defray at first Buyer's request all actual expenses incurred in respect of such elimination and the agreed and liquidated damages at the rate 8% value of non-used Goods due to defect found. Small defects not requiring the Seller's participation and/or permitting no delay will be eliminated by the Buyer and charged at normal costs to the Seller.
- 9.7 The guarantee period for replaced part shall be equal to that indicated in Article 9.3 and the guarantee period for Goods will be extended by the time during which it was not used due to defect found.
- 9.8 When the elimination and/or replacement is made and all related costs, expenses are settled, the claim is to be considered as finally settled.

All the claim amount, for which the Seller is to be responsible to the Buyer under this Contract may be deducted by the Buyer from the payment of the Contract value or may be covered by act of law or otherwise from the Seller to be agreed by both parties.

ARTICLE 10: AGREED AND LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

- 10.1. The Seller must deliver goods as specified in Appendix 01 and by the date as stipulated in the Purchase Order. If delayed in delivery the Seller shall pay to the Buyer the agreed and liquidated damages as follows:
- Delay in the first four weeks: 1.00% of shipment value per week.
 - Delay in each following week: 1.50% of shipment value per week.
- When calculating the amount of the agreed and liquidated damages: One week is to be defined as 07 days with 04 days or more than 04 days to be considered as one week, 03 days and less will not be counted.
- The agreed and liquidated damages for delay in delivery calculated until the total amount of agreed and liquidated damages for delay shall not exceed 08% of that shipment value per week.
- 10.2. If The Seller does not deliver the sufficient quantity and types of goods as prescribed in Appendix 01 of this Contract, in that case:
- The Seller shall pay to the Buyer the agreed and liquidated damages an amount equal to 08% of the whole package.



- 10.3. If the number of shipments exceeds the ones prescribed in Article 3, then the Seller is responsible for paying the extra costs for the exceeded shipments according to the prevailing prices which are applied by the Buyer to the current customers.
- 10.4. If the supplied goods do not conform to the quality as specified in Article 2 of the Purchase Order, the Buyer shall be entitled to refuse those Goods and payment of the Purchase Order, the Seller shall pay to the Buyer the agreed and liquidated damages as stipulated in Article.10.2. The Buyer shall be entitled to accept / not accept that the Seller will provide new goods to replace the defective ones.
- 10.5 If Seller fails to deliver goods in full quantity and category by each group (as regulated in this Purchase Order), the Seller shall pay to the Buyer the agreed and liquidated damages as follows:
- Buyer shall have the right to refuse to receive such group of goods in full. Seller breaches the obligations to deliver goods under this Purchase Order and shall be fined 08% of the value of the group of goods in violation
- Or;
- Buyer shall have the right to receive the remaining items of such group of goods. In this case, Seller breaches the obligations to deliver goods under this Purchase Order and shall be fined 08% of the value of such group including the item in violation.
 - If Seller fails to deliver any item of the Group of goods by the date specified in the Article 3 (Delivery), the Buyer shall have right to apply the amount of agreed and liquidated damages for delay in delivery as stipulated at article 10.1 for such Group.
- 10.5. Delay in delivery / insufficient quantity:
- 10.5.1. If delay in delivery exceeds 60 calendar days against the stipulated date as in Article 3.1 of this Purchase Order, except the Force majeure circumstances, the Buyer shall be entitled to:
- a) Appoint a third party capable of providing goods/ goods with services. In that case, The Seller is responsible for signing a contract with that appointed party to continue performing the work.
- Or;
- b) Directly enter into contract with that third party buying goods / goods and services to continue performing the contract work. In that case, The Seller must pay the difference amount and other related costs and charges (if any).
- Or;
- c) Unilaterally terminate the Purchase Order and in this case The Seller shall pay to the Buyer the agreed and liquidated damages an amount equal to 08% of the breached Purchase Order value.
- 10.5.2. If the Seller delayed in delivery of one portion more than 60 calendar days as specified in Article 3.1 of this Purchase Order except the Force majeure circumstances, the Buyer shall be entitled to:
- a) Appoint a third party capable of providing goods / goods with services. In that case, The Seller is responsible for signing a contract with the designated party to continue performing the work.
- Or;
- b) Directly enter into contract with the third party buying goods / goods and services to continue performing the contract work. In that case, The Seller must pay the difference amount and other related costs and charges (if any).
 - c) Unilaterally terminate the Purchase Order and in this case The Seller shall pay to the Buyer the agreed and liquidated damages an amount equal to 08% of the breached Purchase Order value.



- 10.6 Within 07 working days from the date of the Seller's receipt this Purchase Order, the Seller is to reconfirm its acceptance of the Purchase Order to the Buyer. Should the Seller fail to accept the Purchase Order in time as stipulated, the Buyer shall have the right to cancel the Purchase Order at any time and withdraw the Bid Bond without recourse to the law court or to arbitration.
- 10.7 The Seller undertakes to pay the Buyer the agreed and liquidated damages at the rate of 08% of the Purchase Order value and the Buyer shall have the right to withdraw the Performance Bond or deduct from the payment of the other Purchase Orders or otherwise without recourse to the law court or to arbitration in following cases:
- Should the Seller fail to perform this Purchase Order after Seller's reconfirmation.
 - If delay in delivery of the Goods exceeds two months against the stipulated date as stated in Article 3 of this Purchase Order, except the Force majeure circumstances, the Buyer shall have the right to cancel the Purchase Order at any time.
 - Should the Export license not be obtained by the commencement of the delivery, or be canceled by the appropriate authorities of the Seller's country before the completion of the Purchase Order, or in case its validity expires, the Buyer has the right to cancel the Purchase Order at any time.
 - Should the supplied Goods do not conform to the Purchase Order, the Buyer shall be entitled to refuse those Goods and payment.
- 10.8 Should not advise delay in shipping advice or delay in documents delivery and non-legible shipping documents stipulated as per Articles 4 of this Purchase Order, the Seller shall pay the agreed and liquidated damages and all other charges in connection with Seller's negligent.
- 10.9 The rate of the agreed and liquidated damages is not subject to any alteration by arbitration. The amount of the agreed and liquidated damages is to be deducted by the Buyer from the Seller's invoices while effecting the payment. Should the Buyer fail to deduct the sum of money of the agreed and liquidated damages from Seller's invoices, the Seller has to pay in immediately, but not later than 30 days from the Buyer's first request.
- 10.10 The total amount of the agreed and liquidated damages should not exceed 08% the Purchase Order value.
- 10.11 The amount of the agreed and liquidated damages stated in Article 10 of this Purchase Order is exclusive of VAT and import tax.
- 10.12 The Buyer shall be entitled to :
- 1) Deduct the amount of agreed and liquidated damages from the payment for this Purchase Order or from any payment for other Purchase Order (if any) between both sides.
 - 2) Request the Seller's issuing Bank to pay the amount equal to the Performance Bond's value;
 - 3) The Buyer shall make a written request to the Seller for the amount of agreed and liquidated damages payment. In all cases, The Seller should have to make commitment to the Buyer for the agreed and liquidated damages payment.
- 10.13 Any compensation for damage (if any) other than the liquidated damages agreed above shall be made in accordance with the law of Vietnam.

ARTICLE 11: PERFORMANCE BOND

- 11.1 As soon as possible within 07 (seven) calendar days from the date signing Purchase order (specified on page 01 of the contract), the Seller shall inform the Buyer by fax/telex of the issuance of the Performance Bond coveringpercent (.....%) of the Purchase Order



amount, issued by the banks/branches legally operated in VietNam, acceptable to the Buyer, informing the number, date of issue and full content. In case the Performance Bond issued by the banks/branches legally operated in VietNam, the Seller shall ensure that the issuing Bank will send to the Buyer the original Performance Bond through Vietcombank Vung Tau Branch. This Performance Bond shall remain valid until 01 March 2029.

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

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

- 11.2 Should the Buyer not receive the valid, satisfactory Performance Bond within 30 days from the Purchase Order signing date, the Buyer has the right to cancel the Purchase Order at any time and withdraw the Bid Bond without recourse to the law court or to arbitration.
- 11.3 Should the validity of the Performance Bond be required to be extended (due to delay or extension of Delivery Date of Goods) Seller shall immediately instruct the Issuing Bank to make amendment to the Performance Bond. Such amendment shall be advised by the Issuing Bank to Buyer through Vietcombank Vung Tau Branch.
- 11.4 Should the Buyer make use of Performance Bond, it will immediately send to the Seller copy of declaration to the bank.

ARTICLE 12: FORCE-MAJEURE.

- 12.1 A force majeure event is an event that occurs objectively, which cannot be foreseen and cannot be overcome despite all necessary measures and permissible abilities such as war, riot, and Armed conflicts, embargoes, natural disasters (floods, hurricanes, tornadoes, earthquakes, tsunamis), fires, epidemics (Epidemic, Pandemic) announced by WHO / Country, Area / National lock down imposed by the host Government.
- 12.2. The party that encounters a force majeure event that results in the failure to perform its obligations under the contract directly affected by the force majeure event is obliged to immediately notify the other party, including providing information and explanations about the direct impact of the force majeure event on the contract performance violation, accompanied by evidence to support, measures have been taken to overcome the problem and minimize the loss. The delay in notification, provision of information and explanation if it is more than 10 calendar days after the force majeure event occurred will make the party meeting the force majeure to lose the right of exemption later due to force majeure.
- 12.3. The written certification of the Vietnam Chamber of Commerce and Industry or the competent agency in the place where the force majeure event occurred is sufficient evidence to prove the event and the time of the force majeure.
- 12.4. In case, as a result of force majeure events, one Party in the Contract cannot perform all or a part of its obligations under this contract, the contract performance period will be extended accordingly by the time that force majeure event took place.
- 12.5. If the force majeure event lasts more than 02 months, each party has the right to terminate this contract without having to compensate any amount of money for the other party.
- 12.6. The difficulties in production such as lack of materials, electricity, labor, fire, strike ... are not considered force majeure and do not exempt Party B from the obligation of delivery or late delivery; Information from newspapers, the network and other media is for reference only.



ARTICLE 13: LAW AND ARBITRATION

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

ARTICLE 15: EFFECTIVE DATE

This purchase order shall come into force on the date of LOA/ signed purchase order and remain valid until 31 December 2028.

ARTICLE 14: OTHER CONDITIONS

- 14.1 Any amendment or supplement of this Purchase Order shall be valid only if they are made in writing and signed by both parties.

All transactions during the performance of the Contract are made in writing by both Parties and sent by post or by fax number to the registered address or fax number of each Party specified in the contract according to the form of Appendix 2 (A,B).

- 14.2 Neither party shall be entitled to transfer its rights and obligations under this Purchase Order to any third party without the prior consent in writing of the other party.
- 14.3 All taxes, duties, custom fees in connection with the execution of this Purchase Order levied inside S.R. Vietnam but exception of Seller's personnel income tax and FCWT (if any) shall be at Buyer's account.

All taxes, duties, custom fees in connection with the execution of this Purchase Order levied outside S.R. Vietnam, shall be at Seller's account.

- 14.4 This Purchase Order shall come into force from the date of Seller's reconfirmation, which should be received by the Buyer within 07 days of this Purchase Order date and the Purchase Order will be terminated upon fulfillment by both parties all their obligations as per stipulated in this Purchase Order.
- 14.5 This Purchase Order is made in English and consists of pages, including Appendixes No. 1, 2, 3 which are considered as integral parts of this Purchase Order (Appendix No. 01: Scope of supply and Price Table, Appendix No. 02: Performance Bond, Appendix No. 03: Letter Of Credit Specimen, Appendix No. 04(A,B): Form of Contract Transaction).
- 14.6 This Purchase Order is made in 05 originals of the same value, one of which retained by the Seller and three are retained by the Buyer.
- 14.7 Components of Purchase Order and legal order of precedence are as Clause 2 GCC.
- 14.7.1 All correspondences and negotiations, which have taken place in prior to the signing of this Purchase Order, shall be considered null and void.



We confirm that all of abovementioned terms and conditions of this Order are considered as terms and conditions of a Contract signed by and between two our companies.
This is an operative instrument, no mail/airmail will be followed.
Best regards,

FOR VIETSOVPETRO



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

This appendix is based on requirements stated in the Invitation for Bid, Bid Proposal and agreements achieved during negotiations and finalizing contract including price (extended price) for whole package and scope of supply. Price (extended price) for whole package 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 TALBE

1A-GOODS PRICE TALBE YEAR 2027

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

n	Item n							Mn
Total fixed price for year 2027 in CFR Vietsovpetro port (USD)								M.A=M1+M2+.. Mn

1B-GOODS PRICE TALBE YEAR 2028

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

n	Item n							Mn
Total estimated price for year 2028 in CFR Vietsovpetro port (USD)								M.B=M1+M2+.. Mn

SUMMARY OF SCHEDULE OF PRICES

No.	Description	Total Price
1A	GOODS PRICE TALBE YEAR 2027	M.A
1B	GOODS PRICE TALBE YEAR 2028	M.B
	Total price in CFR Vietsovpetro port (USD)	M.A + M.B

**LEGAL REPRESENTATIVE OF
CONTRACTOR**
[Full name, title, signature and stamp]

**LEGAL REPRESENTATIVE OF
EMPLOYER**
[Full name, title, signature and stamp]



**Appendix No. 2 to the Purchase order No.
FORM OF PERFORMANCE BOND**

_____, day ___ month ___ year ____

TO: VIETSOVPETRO
105 Le Loi Str, Vungtau City, S.R. Vietnam
ATTN: Mr. Vu Mai Khanh - General Director

Dear Sir,

We, the undersigned (legal name and address of the Bank) have made due to note of Purchase Order No. _____ dated _____ (hereinafter referred to as the Purchase Order), concluded by yourselves **Vietsovpetro** (Hereinafter referred to as the Buyer) and (hereinafter referred to as the “Seller”), for **Provision of** as described in Appendix No. 01 of the Purchase Order with the Purchase Order amount In accordance with the term of the Purchase Order, the Seller is obliged to execute and perform the Purchase Order as agreed.

Taking into consideration of the above mentioned, we (legal name and address of the issuing Bank) hereby irrevocably and unconditionally undertake to pay you any amount stated hereunder on your simple demand accompanied by the written declaration that the Seller has failed to fulfill the Purchase Order as per terms and condition agreed.

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

The claim, if any, must be made by fax message or registered letter to reach us not later than the expiry date of this Performance Bond.

The limit of our liabilities under this Performance Bond shall not exceed the amount of ___ USD (03%) three percent of Purchase Order value

Partial drawing under this Performance Bond is acceptable, provided that all claims should reach us not later than the expiry date of this Performance Bond. After each partial drawing, the amount of this Performance Bond will be deducted accordingly, and this Performance Bond remains in force up to its expiration of total amount under this Performance Bond is drawn.

The payment under this Performance Bond shall be made by ourselves without deductions for any fees of any taxes, imports, levies or duties present or future of any nature inside of S.R. Vietnam.

It is further guaranteed by us, that the payment under this Performance Bond shall be made by us within seven (07) days from the receipt of your written demand marking reference to this Performance Bond.

The Performance Bond comes into force and becomes valid from the date of issuance.

The validity of this Performance Bond shall cover the delivery period of the last shipment as stated in Article 3 of the above-mentioned Purchase Order plus 60 days i.e _____.

When expired or implemented in full, this Performance Bond turns to be null and void.

Upon expiration of this Performance Bond, or on the settlement of all claims, this Performance Bond shall be returned to us without any request on our part.

Yours faithfully,
Authorized signature of the Bank



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

SUBJECT:

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

APPLICANT: VIETSOVPETRO

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

BENEFICIARY:

1. (THE SELLER)

ADVISING BANK:

AMOUNT: _____ USD

(In words: United State Dollars _____) – CFR Vietsovpetro port, 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. *01 original and 01 copy of clean on board Bill of Lading* evidencing shipment from port with destination Vietsovpetro port, Ho Chi Minh city, S.R.Vietnam, consignee: Vietsovpetro, 105 Le Loi Street, Vung Tau Ward, Ho Chi Minh City, S.R Vietnam, marked "Freight Prepaid".
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 (for example: CFR Vietsovpetro port, S.R.Vietnam) with itemized and total prices, stating the Seller's bank detail and account number: 01 original and 01 copy.
4. *Certificate of Quality and Quantity or Certificate of Conformity* (or TEST REPORT) issued by the Manufacturer/Manufacturer's Branch for all items: 01 original and 01 copy.
5. *Certificate of Origin* issued or authenticated by Chamber of Commerce of Manufacturer's country or Exporter's country: 01 original / 01 Copy
6. Other Certificates as detailed in Technical Requirement. 01 original and 01 copy for each certificate.

(to be listed and finalized during Contract signing)

7. *Certificates of Guarantee* issued by the Seller for the quality of Goods for 12 months from issue date of Certificate of quantity & condition at Vietsovpetro warehouses: 01 original
8. *Export License or Letter of the Seller* stating that Export License is not necessary for export: 01 original and 01 copy.
9. *Seller's telex, fax* advising the shipment details (Invoice value, Bill of lading/Airway Bill's number and date) to Vietsovpetro: 01 copy and via *email*: xndvcang.sd@vietsov.com.vn.
10. *Beneficiary's certificate* certifying that one set of the above mentioned documents (from 1 to 10 including one original of AWB / Bill of Lading) have been sent to the Buyer's address: 105 Le Loi Street, Vung Tau Ward, Ho Chi Minh City, S.R Vietnam within 03 working days from the Delivery Date by Courier's (courier's receipt must be enclosed): 01 copy.



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

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

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

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

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

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

COVERING:

Scope of supply, specifications, Quantity and Prices are in accordance to Appendix No. 1 of Purchase Order No. _____

SHIPMENT:

Shipment to be made from _____ Port to Vietsovpetro port, S.R. Vietnam on the terms of - Incoterms 20...

Delivery Date: not later than ____ weeks from the date of opening L/C.

Earlier shipment is allowed

Partial shipment is allowed.

Total _____ shipments.

Transshipment is allowed at Seller's care and account

The Delivery Date is understood as the date of "Bill of Lading", consign to Vietsovpetro, 105 Le Loi Street, Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam marked "Freight prepaid", with destination Vietsovpetro port, 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 as late shipment 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. 2 of this Purchase Order.



Appendix No. 4A to the Purchase order No.

SPECIMEN OF CONTRACTUAL TRANSACTION LETTER

Date month year 20 ..

To: **VIETSOVPETRO**

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

Fax:

ATTN: Mr. Tran Quoc Thang -Deputy General Director
Mrs. Nguyen Thi Van Anh –Manager of VSP Commercial Dept.

Email: (phuongvm.hq@vietsov.com.vn, anhbn.cd@vietsov.com.vn)

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

.....

On behalf of Supplier/Contractor
(Sign and stamp)

Appendix No. 4B to the Purchase order No.

SPECIMEN OF CONTRACTUAL TRANSACTION LETTER

Date month year 20 ..

To: **VIETSOVPETRO**

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

Fax:

ATTN: Mrs. Nguyen Thi Van Anh –Manager of VSP Commercial Dept.
Mr. Do Manh Ha – Director of Port and Logistic Division
Mr. Nguyen Quoc Dung – Director of OGPE

Email: (phuongvm.hq@vietsov.com.vn, anhbn.cd@vietsov.com.vn)

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

.....

On behalf of Supplier/Contractor
(Sign and stamp)



Appendix No. 5 to the Purchase order No.
DELIVERY REQUEST FORM

Vietnam – Russia Joint Venture
VIETSOVPETRO

THE SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

No:

DELIVERY REQUEST

Based on Purchase order No. signed on between Vietsovpetro
Vietnam – Russia Joint Venture and the Contractor for the supply of
In accordance with the production requirements for the upcoming period, Vietsovpetro kindly
requests your Company to arrange delivery of the following:

.....

We sincerely appreciate the cooperation of your Company.

REPRESENTATIVE OF PARTY A



ĐIỀU KIỆN CHUNG CỦA HỢP ĐỒNG (ĐKC)

1. Định nghĩa

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

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

2. Tài liệu hợp đồng và thứ tự ưu tiên

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

3. Luật và ngôn ngữ

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

4. Thông báo

- 4.1. Bất cứ thông báo nào của một bên gửi cho bên kia liên quan đến hợp đồng phải được thể hiện bằng văn bản, theo địa chỉ quy định tại **Hợp đồng**. Thuật ngữ “bằng văn bản” có nghĩa là hình thức truyền đạt thông tin dưới dạng viết và có bằng chứng về việc tiếp nhận thông tin.



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

5. Bảo đảm thực hiện hợp đồng

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

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

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

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

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

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

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

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

6. Ký hợp đồng thầu phụ

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

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

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

7. Giải quyết tranh chấp

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

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

8. Phạm vi cung cấp

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

9. 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 VND.

15. Quyền tác giả

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

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

16.1. Chủ đầu tư và Nhà thầu phải bảo mật bất kỳ tài liệu, dữ liệu hoặc thông tin nào khác liên quan đến hợp đồng do một bên cung cấp trực tiếp hoặc gián tiếp cho bên kia, không được tiết lộ tài liệu, dữ liệu hoặc thông tin đó cho bên thứ ba nếu không có văn bản đồng ý của bên kia cho dù tài liệu, dữ liệu hoặc thông tin đó được cung cấp trước, trong hoặc sau khi hoàn thành hoặc chấm dứt hợp đồng. Nhà thầu có thể chuyển cho nhà thầu phụ các tài liệu, dữ liệu và thông tin phù hợp do Chủ đầu tư cung cấp để nhà thầu phụ thực hiện công việc của mình theo hợp đồng; trong trường hợp này, nhà thầu phụ phải có cam kết với Nhà thầu về việc bảo mật các tài liệu, dữ liệu hoặc thông tin đó.

16.2. Chủ đầu tư không được sử dụng các tài liệu, dữ liệu và thông tin khác nhận được từ Nhà thầu



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

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

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

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

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

17. Thông số kỹ thuật và tiêu chuẩn

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

18. Đóng gói hàng hoá

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

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

19. Bảo hiểm

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

20. Vận chuyển và các dịch vụ phát sinh

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

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

- a) Thực hiện việc lắp đặt hoặc giám sát việc lắp đặt tại hiện trường, chạy thử hàng hóa;
- b) Cung cấp các dụng cụ cần thiết để lắp ráp, bảo dưỡng hàng hóa;
- c) Cung cấp tài liệu chi tiết hướng dẫn vận hành và bảo dưỡng cho từng loại hàng hóa;
- d) Vận hành hoặc giám sát hoặc bảo dưỡng, sửa chữa hàng hóa trong khoảng thời gian đã được các bên thỏa thuận, với điều kiện là dịch vụ này sẽ không miễn trừ cho Nhà thầu khỏi bất kỳ nghĩa vụ bảo



hành nào theo hợp đồng này;

đ) Hướng dẫn nhân sự của Chủ đầu tư về cách lắp đặt, chạy thử, vận hành, bảo dưỡng, sửa chữa hàng hóa.

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

21. Kiểm tra và thử nghiệm hàng hóa

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

22. Phạt và bồi thường thiệt hại

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

23. Bảo hành

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

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

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

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

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

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

24. Bồi thường vi phạm sáng chế

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

a) Việc lắp đặt hàng hóa do Nhà thầu thực hiện hoặc việc sử dụng hàng hóa tại Việt Nam;

b) Việc bán các sản phẩm được sản xuất từ hàng hóa.

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

24.2. Trường hợp xảy ra kiện tụng hoặc khiếu nại đối với Chủ đầu tư liên quan tới các vấn đề quy định tại Mục 24.1 ĐKC, Chủ đầu tư có nghĩa vụ thông báo kịp thời cho Nhà thầu. Nhà thầu có thể



nhân danh Chủ đầu tư giải quyết kiện tụng hoặc khiếu nại đó hoặc thương thảo để giải quyết kiện tụng hoặc khiếu nại đó và chịu trách nhiệm đối với các chi phí liên quan.

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

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

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

25. Thay đổi liên quan đến pháp lý

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

26. Bất khả kháng

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

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

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

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

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

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

27. Sửa đổi hợp đồng

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



việc của hợp đồng:

a) Thay đổi bản vẽ, thiết kế công nghệ hoặc yêu cầu kỹ thuật đối với trường hợp hàng hóa cung cấp theo hợp đồng được đặt hàng sản xuất cho riêng Chủ đầu tư;

b) Thay đổi phương thức vận chuyển hoặc đóng gói;

c) Thay đổi địa điểm giao hàng;

d) Thay đổi dịch vụ liên quan.

đ) Điều chỉnh tiến độ thực hiện hợp đồng theo quy định tại Mục 28 ĐKC.

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

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

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

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

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

a) Nội dung giải pháp, giải thích sự khác biệt so với các yêu cầu theo hợp đồng đã ký kết;

b) Phân tích toàn diện chi phí và lợi ích của giải pháp bao gồm mô tả và ước tính các chi phí (bao gồm cả chi phí vòng đời) có thể phát sinh cho Chủ đầu tư trong trường hợp chấp thuận đề xuất của Nhà thầu;

c) Tác động của giải pháp đối với hiệu quả thực hiện hợp đồng.

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

a) Rút ngắn thời gian giao hàng;

b) Giảm giá hợp đồng hoặc chi phí vòng đời cho Chủ đầu tư;

c) Nâng cao chất lượng, hiệu quả hoặc tính bền vững của hàng hóa trong hợp đồng;

d) Bất kỳ lợi ích nào khác cho Chủ đầu tư.

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

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

28. Điều chỉnh tiến độ thực hiện hợp đồng



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

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

29. Chấm dứt hợp đồng

29.1. Chấm dứt hợp đồng do sai phạm

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

(i) Nhà thầu không thể bàn giao hàng hóa hoặc một phần hàng hóa trong thời hạn quy định theo hợp đồng, hoặc trong thời gian gia hạn theo quy định tại Mục 28 ĐKC;

(ii) Nhà thầu không thực hiện bất kỳ nghĩa vụ nào khác theo hợp đồng;

(iii) Chủ đầu tư xác định Nhà thầu vi phạm một trong các hành vi bị cấm quy định tại HSMT trong quá trình đấu thầu hoặc thực hiện hợp đồng;

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

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

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

30. Hạn chế xuất khẩu

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



Cộng Hòa Xã Hội Chủ Nghĩa Việt Nam
Độc Lập - Tự Do - Hạnh Phúc

HỢP ĐỒNG

Số:

V/v: **Cung cấp**
(Đơn hàng)

Căn cứ vào khả năng cung cấp của Công ty (Liên danh Công ty) và nhu cầu của Liên doanh Việt-Nga “Vietsovpetro

Hôm nay, ngày ____ tháng ____ năm _____, các bên gồm:

BÊN A: LIÊN DOANH VIỆT - NGA VIETSOVPETRO

- Địa chỉ: 105 Lê Lợi, Phường Vũng Tàu, Thành phố Hồ Chí Minh
- Điện thoại: 0254.3839871
- Fax: 0254.3839857
- Tài khoản số: tại Ngân hàng TMCP Ngoại Thương Việt Nam, CN Vũng Tàu
- Mã số thuế : 3502208871
- Đại diện: _____

(Theo Giấy ủy quyền của Tổng Giám đốc Vietsovpetro số ____ ngày ____)

BÊN B:

Hai Bên thống nhất ký kết hợp đồng với các điều khoản sau:

ĐIỀU 1: Đối tượng hợp đồng

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

Hàng hóa của Hợp đồng này được Vietsovpetro sử dụng cho hoạt động dầu khí tại Lô 09-1.

ĐIỀU 2: Giá trị hợp đồng

2.1 Tổng giá trị Hợp đồng tạm tính: __ VNĐ.

(Bằng chữ:)

Đơn giá hàng hóa theo Danh mục hàng hóa là đơn giá cố định và không thay đổi trong suốt thời gian thực hiện hợp đồng.

Trong đó:

+Giá trị trọn gói năm 2027 là:

+Giá trị tạm tính năm 2028 là:

2.1.1. Phần hàng hóa của Lô 09-1: Giá trị ... không bao gồm thuế GTGT và thuế nhập khẩu của giá trị hàng hóa nhập khẩu ghi trên tờ khai hải quan. Thuế nhập khẩu và thuế GTGT trên được miễn theo Hiệp định liên Chính phủ. Giá trị hợp đồng trên đã bao gồm thuế, phí, lệ phí phát sinh trên lãnh thổ Việt Nam. Bên B sẽ sử dụng Hạn mức nhập khẩu của bên A để làm thủ tục nhập khẩu hàng hóa.

2.1.2. Phần hàng hóa mua trong nước: Giá trị ... đã bao gồm thuế GTGT.



- 2.2 Giá trị Hợp đồng nêu trên được tính trên cơ sở giao hàng tại kho Vietsovpetro tại Thành phố Vũng Tàu, bao gồm giá trị hàng hóa và các loại phí do Bên B chi trả như phí vận chuyển, đóng gói, bốc xếp lên phương tiện vận chuyển, giám định hàng hóa trước khi gửi hàng, ... và các chi phí khác liên quan đến việc thực hiện Hợp đồng này (không bao gồm thuế GTGT và không bao gồm thuế nhập khẩu của hàng hóa). Giá trên là giá cố định và không thay đổi trong suốt thời gian Hợp đồng có hiệu lực

ĐIỀU 3. Quy cách, số lượng, chất lượng hàng hóa

- 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 1 của Hợp đồng này. Hàng hóa được sản xuất năm ____, mới 100% và trong tình trạng sử dụng tốt.
- 3.2 Hồ sơ kèm theo hàng hóa gồm:
- Chứng chỉ xuất xứ (CO) do phòng thương mại của nước sản xuất hoặc nước xuất khẩu hàng cấp (bản gốc)
 - Chứng chỉ số lượng và chất lượng (CQ) do nhà sản xuất cấp có ghi rõ năm sản xuất (bản gốc)
 - Các chứng chỉ khác như trong yêu cầu kỹ thuật (nếu có)
 - Chứng chỉ bảo hành của Bên B bảo hành 12 tháng 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 này 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 Thời hạn giao hàng:
- Hàng hóa năm 2027: Hàng hóa được giao phải phù hợp với yêu cầu quy định tại Phụ lục 01-1.1-Phần hàng năm 2027, Điều 1 và Điều 3 của hợp đồng này trong thời hạn là **08 tháng kể từ ngày thư thông báo giao hàng của Vietsovpetro** 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.
- Hàng hóa năm 2028: Hàng hóa được giao phải phù hợp với yêu cầu quy định tại Phụ lục 01-1.2-Phần hàng năm 2028, Điều 1 và Điều 3 của hợp đồng này trong thời hạn là **08 tháng kể từ ngày thư thông báo giao hàng của Vietsovpetro** đến ngày giao hàng tại kho của Bên A. Ngày giao hàng của hợp đồng này được ghi trong Biên bản giao nhận hàng do đại diện hai bên ký như quy định tại mục 4.8 dưới đây.
- Định kỳ 02 tuần/lần (trước ngày 15 và 30 hàng tháng), Bên B có trách nhiệm thông báo bằng văn bản cho Bên A cập nhật tình hình đặt hàng, tiến độ sản xuất và kế hoạch giao hàng của hợp đồng. Trong quá trình thực hiện hợp đồng, nếu Bên B gặp vướng mắc liên quan đến việc giao hàng thì Bên B cần khẩn trương thông báo cho Bên A bằng văn bản để hai bên phối hợp xem xét xử lý nhằm đảm bảo việc cung cấp hàng hóa cho Bên A theo đúng chất lượng và tiến độ của hợp đồng.
- 4.2 Bên B tự chịu trách nhiệm làm thủ tục hải quan cho hàng hóa nhập khẩu. Bên A cho phép bên B được sử dụng hạn mức nhập khẩu của bên A đã đăng ký tại Hải quan Vũng Tàu để làm thủ tục nhập khẩu và hỗ trợ bên B về mặt giấy tờ trong việc sử dụng hạn mức nhập khẩu của bên A cho lô hàng nhập khẩu của hợp đồng này để bên B xin miễn thuế nhập khẩu và thuế giá trị gia tăng của giá trị hàng hóa nhập khẩu ghi trên tờ khai hải quan theo quy định cho Liên doanh Việt - Nga Vietsovpetro đối với Lô 09-1;



- 4.3 Để thuận tiện cho việc thông quan, làm các thủ tục miễn thuế nhập khẩu và miễn thuế GTGT của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan đối với Lô 09-1; 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. Trong trường hợp Bên B đã sử dụng Hạn mức nhập khẩu của Bên A nhưng không được miễn thì Bên A sẽ thanh toán cho Bên B tiền thuế nhập khẩu trên cơ sở tờ khai thuế Hải quan của Bên B
- 4.4 Hàng hóa được giao tối đa lần cho năm 2027 và lần cho năm 2028 vào kho của Bên A. 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 làm việc trước khi giao hàng, Bên B phải thông báo bằng văn bản cho Bên A biết về số lượng, quy cách đóng gói hàng hóa để Bên A bố trí nhân lực và phương tiện bốc dỡ. Văn bản thông báo giao Hàng hoá phải được gửi cho Bên A và đơn vị được uỷ quyền nhận Hàng hoá của Bên A (Xí nghiệp Dịch vụ). Văn bản thông báo giao Hàng hoá phải nêu rõ:
- Số Hộp đồng dẫn chiếu;
 - Loại Hàng hoá giao, bao gồm số lượng, khối lượng và giá trị;
 - Tên phương tiện chở hàng, quốc tịch/ số hiệu;
 - Thời gian dự kiến đến nơi giao hàng;
 - Địa chỉ, điện thoại liên lạc, email, số fax của đơn vị vận chuyển;
 - Những hướng dẫn đặc biệt cần lưu ý Bên A khi bốc dỡ...
- 4.7 Người của Bên B đến giao hàng phải có giấy giới thiệu của người đại diện ký Hợp đồng của Bên B.
- 4.8 Đại diện của Liên Doanh Việt - Nga 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 2 của hợp đồng này) sẽ ghi rõ số lượng, tình trạng, các hồ sơ giao kèm theo hàng hóa. Biên bản giao nhận hàng phải được Lãnh đạo Xí nghiệp Dịch vụ và Lãnh đạo Đơn vị đặt hàng phê duyệt. Biên bản giao nhận hàng là căn cứ để Bên A thanh toán cho Bên B.
- 4.9 Trong trường hợp cần thiết, bằng chi phí của mình, Bên A (giao cho Xí nghiệp Dịch vụ) có quyền trưng cầu cơ quan giám định độc lập tham gia giám định hàng hóa. Trong vòng 3 ngày làm việc kể từ khi kết thúc giám định, cơ quan giám định độc lập cung cấp Chứng thư giám định tình trạng và số lượng hàng hóa. Chứng thư giám định hàng hóa là căn cứ pháp lý để Bên A khiếu nại Bên B.
- 4.10 Bên B phải đảm bảo khi giao Hàng hóa cho Bên A phải có kèm theo đầy đủ các chứng từ như quy định tại **Điều 3.2** của Hợp đồng này. Trong trường hợp Bên B giao hàng tới kho của Bên A nhưng chưa có đầy đủ các chứng từ theo quy định thì Bên A đồng ý cho Bên B tạm gửi hàng tại kho để chờ tập hợp đầy đủ các chứng từ cho việc giao nhận Hàng hóa chính thức.
- Bên A đồng ý miễn phí lưu kho đối với lô Hàng tạm gửi này của Bên B trong 05 ngày lịch đầu tiên. Kể từ ngày thứ 6 trở đi, Bên B sẽ phải trả cho Bên A chi phí lưu kho của lô Hàng theo mức đơn giá lưu kho hiện hành của Bên A đang áp dụng cho các khách hàng của Bên A. Chi phí lưu kho này sẽ được Bên A khấu trừ thẳng vào giá trị mà Bên A thanh toán cho Bên B theo quy định của Hợp đồng này hoặc những khoản thanh toán ở những Hợp đồng khác đã ký giữa Hai bên.
- 4.11 Bên A có quyền từ chối nhận Hàng nếu Hàng hoá khi giao không đảm bảo chất lượng, như đã quy định ở Điều 1, Phụ lục số 1.1, cũng như không có đầy đủ bộ chứng từ đi kèm như quy định tại Điều 3 của Hợp đồng này

ĐIỀU 5: BAO BÌ, ĐÓNG GÓI VÀ KÝ MÃ HIỆU:



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

ĐIỀU 6. Trách nhiệm do vi phạm hợp đồng

- 6.1. *Tham chiếu gói thầu của hợp đồng này, Vietsovepro đã đánh giá và lựa chọn nhà thầu cung cấp theo nhóm hàng, thời gian giao hàng trên áp dụng theo nhóm hàng. Nếu nhà thầu không giao hoặc giao chậm bất kỳ phân hàng nào sẽ bị tính phạt giao chậm theo giá nhóm hàng*

Bên B phải giao hàng đầy đủ cho Bên A theo từng nhóm hàng được quy định tại Phụ lục 1 và theo thời hạn quy định của hợp đồng. Nếu Bên B giao hàng bị chậm thì Bên B phải chịu phạt 0,2%/ngày cho 10 ngày lịch chậm đầu tiên; phạt 0,3%/ngày cho những ngày lịch tiếp theo tính trên giá trị của phần giá trị hợp đồng bị vi phạm cho đến mức tổng số tiền phạt không quá 08% giá trị của nhóm hàng có mục bị vi phạm.

Nếu Bên B giao hàng cho từng nhóm Hàng hoá quy định tại Phụ lục 1 theo nhiều lần giao hàng thì thời gian giao nhận hàng của nhóm hàng đó được tính là thời gian giao hàng theo lần giao cuối cùng. Hàng hoá của những lần giao trước chỉ được ghi nhận lưu kho tại kho của Bên A cho đến khi Bên B giao nhận đủ số hàng của nhóm hàng hoá đó.

- 6.2. Nếu Bên B không giao đủ số lượng, chủng loại hàng hóa (như quy định ở Phụ lục số 01 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 phân hợp đồng bị vi phạm.
- 6.3. Nếu Bên B giao hàng hoá vượt số lần giao nhận như quy định tại Điều 4 của hợp đồng này thì:
 - Bên B đã vi phạm điều kiện giao nhận hàng và phải chịu trách nhiệm thanh toán các chi phí liên quan tới giao nhận hàng hoá cho lần giao hàng vượt quá số lần giao hàng theo hợp đồng này theo mức đơn giá hiện hành của Bên A đang áp dụng cho các khách hàng của Bên A.
- 6.4. Nếu Bên B giao hàng không đảm bảo chất lượng như qui định tại Điều 2 của hợp đồng thì Bên A sẽ không nhận hàng và phạt Bên B theo mức phạt không giao đủ hàng như quy định tại mục 6.2 của hợp đồng này. Bên A có quyền chấp nhận/không chấp nhận việc Bên B sẽ cung cấp hàng mới thay thế cho hàng không đảm bảo chất lượng trên.
- 6.5 Vi phạm do cung cấp chậm/cung cấp không đủ hàng hoá:
 - 6.5.1. Nếu Bên B giao hàng chậm quá 60 ngày lịch so với thời gian quy định tại mục 4.1 của hợp đồng này, ngoại trừ trường hợp bất khả kháng, thì Bên A có quyền:
 - a) Chỉ định bên thứ 3 có khả năng cung cấp hàng hóa/hàng hoá kèm dịch vụ. Trong trường hợp đó Bên B có trách nhiệm ký hợp đồng với bên được chỉ định để tiếp tục thực hiện công việc cung cấp cho bên A.

Hoặc:



b) Trực tiếp ký hợp đồng mua hàng/hàng hoá kèm dịch vụ của Bên thứ 3 để tiếp tục thực hiện công việc của hợp đồng. Trong trường hợp đó Bên B phải trả khoản tiền chênh lệch và các chi phí liên quan nếu có.

Hoặc:

c) Đơn phương chấm dứt thực hiện hợp đồng và trong trường hợp này Bên B phải chịu phạt một khoản tiền bằng 08% giá trị của hợp đồng bị vi phạm.

6.5.2. Nếu Bên B giao hàng chậm (một phần hàng hoá) quá 60 ngày lịch so với thời gian quy định tại mục 4.1 của hợp đồng này, ngoại trừ trường hợp bất khả kháng, thì Bên A có quyền:

a) Chỉ định bên thứ 3 có khả năng cung cấp hàng hóa/hàng hoá kèm dịch vụ. Trong trường hợp đó Bên B có trách nhiệm ký hợp đồng với bên được chỉ định để tiếp tục thực hiện công việc cung cấp cho bên A.

Hoặc:

b) Trực tiếp ký hợp đồng mua hàng/hàng hoá kèm dịch vụ của Bên thứ 3 để tiếp tục thực hiện công việc của hợp đồng. Trong trường hợp đó Bên B phải trả khoản tiền chênh lệch và các chi phí liên quan nếu có.

c) Đơn phương chấm dứt thực hiện tiếp hợp đồng và trong trường hợp này Bên B phải chịu phạt một khoản tiền bằng 08% giá trị của phân hợp đồng bị vi phạm.

6.6 Tổng các loại phạt không vượt quá 08% giá trị hợp đồng.

6.7 Giá trị hợp đồng bị vi phạm ghi ở Điều 6 của hợp đồng này là giá trị không có thuế GTGT và không bao gồm thuế nhập khẩu.

6.8 Để thu hồi khoản tiền phạt vi phạm, Bên A sẽ toàn quyền:

1) Khấu trừ khoản tiền phạt vi phạm từ các khoản tiền mà Bên A sẽ thanh toán cho Bên B tại Hợp đồng này hoặc theo các hợp đồng khác được ký kết giữa hai bên;

2) Yêu cầu Ngân hàng cấp Bảo đảm thực hiện hợp đồng thanh toán ngay khoản tiền Bên B mở bảo lãnh cho Bên A;

3) Bằng văn bản, yêu cầu Bên B thanh toán. Trong mọi trường hợp, Bên B cam kết nghiêm túc thực hiện nghĩa vụ thanh toán của mình cho Bên A.

6.9 Việc bồi thường thiệt hại (nếu có) được thực hiện theo quy định của pháp luật Việt Nam.

ĐIỀU 7 Bảo hành

7.1 Bên B chịu trách nhiệm bảo hành chất lượng của hàng hóa trong thời hạn 12 tháng kể từ ngày ký biên bản nghiệm thu. 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 chủng loại, chất lượng hàng hóa thì Bên A sẽ thông báo kịp thời bằng fax/email cho Bên B biết để cùng nhau xác minh.

Trong vòng 03 ngày làm việc kể từ khi nhận được thông báo bằng văn bản của Bên A, Bên B phải cử đại diện có chức năng tham gia vào việc kiểm tra, xác định.

Trong trường hợp hai bên không thống nhất ý kiến sẽ mời cơ quan giám định độc lập tham gia. Nếu đại diện của Bên B không có mặt tại thời điểm đã thống nhất thì việc giám định chất lượng sẽ do Tổ chức giám định độc lập tiến hành mà không cần sự có mặt của đại diện Bên B. Biên bản giám định chất lượng Hàng hoá do Tổ chức giám định độc lập cấp là cơ sở pháp lý để Bên A khiếu nại Bên B.

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 các hư hỏng đó làm 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 6.7 của hợp đồng này.
- 7.7 Hàng hóa sau khi được Bên B sửa chữa và thay thế trong thời kỳ bảo hành sẽ được Bên B bảo hành lại 12 tháng kể từ ngày bàn giao (có biên bản giao nhận hàng như quy định tại điều 4.8- Phụ lục 02 của hợp đồng này) Bất kỳ một khiếu nại về chất lượng hoặc sự không phù hợp nào của Hàng hoá so với yêu cầu của Hợp đồng này sẽ phải được thông báo cho BÊN B trong thời hạn bảo hành.
- 7.8 Khi khuyết tật được khắc phục xong và/hoặc thay thế mới đã được cung cấp, mọi phí tổn liên quan đã được giải quyết, khiếu nại coi như được giải quyết xong.
- 7.9 Mọi chi phí liên quan đến khắc phục khuyết tật, hỏng hóc/hoặc thay thế mới do BÊN B phải chịu theo quy định của bản Hợp đồng, Trường hợp Bên B không thực hiện đầy đủ nghĩa vụ bảo hành của mình, thì các chi phí khắc phục và chi phí phạt do vi phạm hợp đồng sẽ được Bên A khấu trừ vào giá trị của Hợp đồng hoặc hoặc những khoản thanh toán ở những Hợp đồng khác đã ký giữa Hai bên.

ĐIỀU 8. Thanh Toán

- 8.1 Thanh toán cho hàng hóa năm 2027, giá trị trọn gói theo Phụ lục 1-1.1-Bảng giá trị trọn gói năm 2027.

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:

- Hóa đơn thuế GTGT (01 bản gốc);
- 01 bản gốc Biên bản giao nhận hàng (Điều 4.8 của Hợp đồng này).
- Chứng thư giám định (nếu có trung 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).
- Thông báo tỷ giá của Ngân hàng (01 bản copy).
- Bảo đảm thực hiện Hợp đồng (01 bản copy).

- 8.2 Thanh toán cho hàng hóa năm 2028, được thực hiện trên cơ sở số lượng hàng hóa thực tế giao nhận và đơn giá cố định quy định trong Phụ lục 1-1.2-Bảng giá trị ước tính năm 2028.

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:

- Hóa đơn thuế GTGT (01 bản gốc);



- 01 bản gốc Biên bản giao nhận hàng (Điều 4.8 của Hợp đồng này).
- Chứng thư giám định (nếu có trung 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).
- Thông báo tỷ giá của Ngân hàng (01 bản copy).
- Bảo đảm thực hiện Hợp đồng (01 bản copy).
- Biên bản quyết toán giá trị

8.3 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:
- 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 sau ngày ký hợp đồng (ghi tại trang 01 của hợp đồng), Bên B phải nộp giấy bảo lãnh thực hiện hợp đồng (Phụ lục số 3 của hợp đồng này) được cấp bởi Ngân hàng có uy tín. Giá trị Bảo đảm thực hiện hợp đồng bằng 8 % tổng giá trị hợp đồng. Giấy bảo lãnh này có hiệu lực đến ngày 01/03/2029 .

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 thu hồi tiền bảo lãnh dự thầu của Bên B hoặc áp dụng quy định tại mục 6.8 của Hợp đồng này mà không cần có sự can thiệp của tòa án hoặc trọng tài. Đồng thời, Bên A sẽ áp dụng chế tài Bên B do vi phạm hợp đồng theo quy định hiện hành của Bên A.

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.

Trong vòng 03 ngày làm việc kể từ khi nhận được yêu cầu gia hạn bằng văn bản của Bên A, nếu Bên B không thực hiện hoặc chậm thực hiện gia hạn hiệu lực bảo lãnh thực hiện hợp đồng thì Bên B sẽ chịu phạt 0,2% giá trị bảo đảm tương ứng/ mỗi ngày chậm. Tổng giá trị phạt này không vượt quá giá trị bảo lãnh tương ứng. Thu hồi khoản tiền phạt vi phạm này thực hiện theo quy định tại khoản 6.8 Điều 6 của Hợp đồng.

ĐIỀU 10: Bất khả kháng

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

10.2 Bên gặp sự kiện bất khả kháng dẫn đến việc không thực hiện được nghĩa vụ theo hợp đồng do ảnh hưởng trực tiếp bởi các sự kiện bất khả kháng có nghĩa vụ phải ngay lập tức thông báo cho bên kia biết, bao gồm cung cấp thông tin, giải trình về sự ảnh hưởng trực tiếp của sự kiện bất khả kháng đến việc vi phạm thực hiện hợp đồng kèm chứng cứ chứng minh, các biện pháp đã



được thực hiện để khắc phục vấn đề và giảm thiểu tổn thất. Việc chậm thông báo, cung cấp thông tin và giải trình nếu trễ hơn 14 ngày lịch sau khi sự kiện bất khả kháng xảy ra sẽ làm cho bên gặp bất khả kháng mất quyền miễn trách sau này vì lý do bất khả kháng.

- 10.3 Văn bản xác nhận của Phòng Thương mại và Công nghiệp Việt Nam hoặc cơ quan có thẩm quyền ở nơi xảy ra sự kiện bất khả kháng là bằng chứng đủ để chứng minh sự kiện và thời gian xảy ra bất khả kháng.
- 10.4 Nếu sự kiện bất khả kháng kéo dài hơn 02 tháng, mỗi bên đều có quyền chấm dứt hợp đồng này mà không phải bồi thường bất cứ một khoản tiền nào cho bên kia.
- 10.5 Các khó khăn trong sản xuất như thiếu vật tư, điện, nhân công, hỏa hoạn, 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 Mọi sự tranh chấp phát sinh từ việc thực hiện Hợp đồng này sẽ được các BÊN giải quyết thông qua thương lượng trên nguyên tắc 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.
- 11.3 Phán quyết của Trung tâm Trọng tài là cuối cùng và buộc hai BÊN phải tuân thủ.

ĐIỀU 12: Các điều khoản khác

- 12.1 Những điều không quy định hoặc quy định không đầy đủ trong Hợp đồng này sẽ căn cứ vào luật pháp Việt Nam hiện hành.
- 12.2 Bất kỳ sửa đổi, bổ sung nào đối với hợp đồng này đều phải được hai bên thỏa thuận bằng văn bản. 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 đã ghi trong hợp đồng và email đến địa chỉ email theo mẫu Phụ lục số 4 (a, b) kèm theo.
- 12.3 Không bên nào được chuyển quyền và nghĩa vụ của mình theo hợp đồng này cho bên thứ ba mà không được sự đồng ý trước bằng văn bản của bên kia.
- 12.4 Hợp đồng và các tài liệu dẫn chiếu được sắp xếp theo thứ tự ưu tiên sau đây:
 - (1) Hợp đồng, kèm theo các phụ lục hợp đồng;
 - (2) Thư chấp thuận Hồ sơ dự thầu và trao hợp đồng;
 - (3) Hồ sơ dự thầu và các văn bản làm rõ Hồ sơ dự thầu của Nhà thầu;
 - (4) Hồ sơ mời thầu và các tài liệu sửa đổi hồ sơ mời thầu (nếu có);
 - (5) Các tài liệu khác quy định tại Điều kiện cụ thể của hợp đồng.
- 12.5 Hợp đồng này có hiệu lực kể từ ngày Ngân hàng Bên B mở bảo lãnh thực hiện Hợp đồng (ngày hiệu lực của bảo lãnh) và hoàn thành việc ký Hợp đồng nhưng không muộn hơn 07 ngày làm việc so với ngày được ghi trên Hợp đồng và tiếp tục cho đến khi hai bên thực hiện hết trách nhiệm của mình như quy định trong hợp đồng.
- 12.6 Hết thời hạn hiệu lực của hợp đồng, nếu hai bên không có khiếu nại gì coi như hợp đồng đã được thanh lý.
- 12.7 Hợp đồng gồm ___ trang và 04 Phụ lục, được lập thành 04 bản bằng tiếng Việt (có sử dụng tiếng Anh mô tả hàng hóa tại Phụ lục số 1), các bản có giá trị pháp lý như nhau, Bên A giữ 03 bản, Bên B giữ 01 bản.



ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B

(Trường hợp Nhà thầu Liên danh thì phải tất cả các thành viên trong Liên danh phải cùng ký hợp đồng)



PHỤ LỤC SỐ 01
HỢP ĐỒNG SỐ
 Mua (Lô 09.1).
PHẠM VI CUNG CẤP VÀ BẢNG GIÁ TRỊ
HỢP ĐỒNG SỐ
BẢNG TỔNG HỢP GIÁ TRỊ HỢP ĐỒNG

No.	Description	Total Price
1.1	Tổng giá trị trọn gói cho năm 2027	A+B
1.2	Tổng giá trị tạm tính cho năm 2028	C+D
	Tổng giá trị hợp đồng tạm tính	A+B+C+D

1.1 PHẦN HÀNG HÓA NĂM 2027:

STT	Mục	MÔ TẢ HÀNG HÓA	NSX	Xuất xứ	ĐVT	SL	ĐƠN GIÁ (VNĐ)	THÀNH TIỀN (VNĐ)	
		HÀNG HÓA NHẬP KHẨU							
	A	Tổng giá trị hàng hóa (VNĐ) không bao gồm thuế nhập khẩu và thuế GTGT của hàng hóa nhập khẩu ghi trên tờ khai Hải quan nhưng đã bao gồm các loại thuế, phí, lệ phí phát sinh trên lãnh thổ Việt Nam, Thuế NK và thuế GTGT trên được miễn theo Hiệp định - Lô 09-1. Bên B sẽ sử dụng hạn mức nhập khẩu của Bên A để làm thủ tục nhập khẩu hàng hóa.							
		HÀNG HÓA MUA TRONG NƯỚC							
		Tổng giá hàng hóa, chưa có thuế GTGT							
		Thuế GTGT							
	B	Tổng cộng, đã bao gồm thuế GTGT							
	A+B	Tổng giá trị cho năm 2027							

1.2 PHẦN HÀNG HÓA NĂM 2028:

STT	Mục	MÔ TẢ HÀNG HÓA	NSX	Xuất xứ	ĐVT	SL	ĐƠN GIÁ (VNĐ)	THÀNH TIỀN (VNĐ)	
		HÀNG HÓA NHẬP KHẨU							
	C	Tổng giá trị hàng hóa (VNĐ) không bao gồm thuế nhập khẩu và thuế GTGT của hàng hóa nhập khẩu ghi trên tờ khai Hải quan nhưng đã bao gồm các loại thuế, phí, lệ phí phát sinh trên lãnh thổ Việt Nam, Thuế NK và thuế GTGT trên được miễn theo Hiệp định - Lô 09-1. Bên B sẽ sử dụng hạn mức nhập khẩu của Bên A để làm thủ tục nhập khẩu hàng hóa.							
		HÀNG HÓA MUA TRONG NƯỚC							
		Tổng giá hàng hóa, chưa có thuế GTGT							
		Thuế GTGT							
	D	Tổng cộng, đã bao gồm thuế GTGT							
	C+D	Tổng giá trị tạm tính cho năm 2028							



PHỤ LỤC SỐ 02

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

Phê duyệt - Утверждаю
Giám đốc XNDV Cảng & Cung ứng VT 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 основнии Договора номер:

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

1- Đại diện bên giao - Представители поставщика:

- Ông (Bà) Chứcvụ:
- Ông (Bà): Chứcvụ:

2- Đại diện bên nhận - Представители получателя:

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

- Ông (Bà): Chứcvụ:
- Ông (Bà): Chứcvụ:

2.2 Đơn vị đặt hàng - Представители предприятия - заказчика:

- Ông (Bà): Chứcvụ:
- Ông (Bà): Chứcvụ:

- ...

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

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

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 & được kiểm tra chất lượng v.v. phù hợp với các quy định của hợp đồng (Biên bản)

Заключение:

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

T.P vật tư thiết bị - Начальник курирующего отделаю

Ký tên: Подпись

Ngày.....tháng.....năm 20....

Trưởng phòng TННĐ - Начальник ОКД

Ký tên: Подпись

Ngày.....tháng.....năm 20....



PHỤ LỤC SỐ 03
MẪU BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20...

Kính gửi: Liên 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 kì bên thứ ba nào khác, và bất kể có hay không sự tranh chấp giữa BÊN ĐƯỢC BẢO LÃNH và BÊN THỤ HƯỞNG về hoặc liên quan tới Hợp đồng hoặc về bất cứ vấn đề khác và cho dù những tranh chấp này, nếu có, đã được giải quyết, dàn xếp, kiện tụng hoặc phân xử bằng bất kỳ hình thức nào.

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

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

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

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

NGÂN HÀNG BẢO LÃNH

(Ký tên và đóng dấu)



PHỤ LỤC SỐ 04 (A)

MẪU THU' TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: Liên doanh Việt-Nga Vietsovpetro
105 Lê Lợi, Phường Vũng Tàu, TP. Hồ Chí Minh
Fax: (84) 254 839857

Người nhận: Ông Trần Quốc Thắng – Phó Tổng giám đốc Vietsovpetro
Sao gửi: Bà Võ Thị Minh Phương – Phó Trưởng phòng Thương mại Vietsovpetro

Email: (phuongvm.hq@vietsov.com.vn, anhbn.cd@vietsov.com.vn)

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

ĐẠI DIỆN BÊN

(Ký tên và đóng dấu)



PHỤ LỤC SỐ 04 (B)

MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: Liên doanh Việt-Nga Vietsovpetro
105 Lê Lợi, Phường Vũng Tàu, TP. Hồ Chí Minh
Fax: (84) 254 839857

Người nhận: Bà Võ Thị Minh Phương – Phó Trưởng Phòng Thương mại VSP
Ông Đỗ Mạnh Hà – Giám đốc XN Dịch vụ Cảng và CUVTTB
Ông Nguyễn Quốc Dũng - Giám đốc Xí nghiệp Khai thác.

Email: (phuongvm@vietsov.com.vn, anhbn.cd@vietsov.com.vn)

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

ĐẠI DIỆN BÊN

(Ký tên và đóng dấu)



PART 4. APPENDICES

This Chapter includes:

1 - SCOPE OF SUPPLY

2 - TECHNICAL REQUIREMENT

3 - TECHNICAL EVALUATION CRITERIA





DANH MỤC- СПЕЦИФИКАЦИЯ (LIST OF GOODS)

Tên hàng hóa/Dịch vụ - На приобретение товаров/услуг: Thiết bị điện và cơ khí của hệ thống bơm điện ly tâm ngầm

Số ĐHXN - № заявки: XNKT-0505/25

STT П/л	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 Ко-л-во		
					Tổng Số Lượng Общее Ко-л-во	Số Lượng năm 2027 Ко-л-во за 2027г	Số Lượng năm 2028 Ко-л-во за 2028г
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
I. VẬT TƯ THIẾT BỊ							
1	002.027.00102	Bleed-off valve Клапан сброса давления	Connections: 2-7/8"OD EUE-8Rd Box up x Pin down Max OD: 95mm	pce	4	3	1
2	002.027.00146	Bleed-off valve Клапан сброса давления	Connections: 3-1/2"OD EUE-8Rd Box up x Pin down Max OD: 115mm	pce	1	1	0
3	002.027.00103	Check valve Обратный клапан	Connections: 2-7/8"OD EUE-8Rd Box up x Pin down Max OD : 95mm	pce	4	3	1
4	002.027.00147	Check valve Обратный клапан	Connections: 3-1/2"OD EUE-8Rd Box up x Pin down Max OD: 115mm	pce	1	1	0
5	002.027.00090	Power cable High (medium) voltage downhole cable Size	AWG#4 Flat profile, 3 cores Rated voltage: 5 kV. Working pressure: 5000 psi Working temperature rating: 230°C Insulation resistance: at least 500 MΩ.m at 20°C. 8 reels, each 2900 meters; 6 reels, each 3200 meters; 2 reels, each 3500 meters. C/W Material for Downhole Electrical Cable Splicing (3 splice joints for each cable reel) C/W 70 meters of bands For tubing 2-7/8" EUE and flat cable AWG#4 Maximum OD: For size: 2 7/8" ≤ 117mm. Profile: 01 Flat ESP's cable AWG #4 - shall mates to dimension of Proposed Downhole Electrical Cable. 01 chemical line 3/8" & 01 Control line 1/4". All Cross Coupling Cable Protectors must be beveled with the appropriate angle and need to be evaluated, simulated, tested for safety pass through casing and top liner	m	49400	40700	8700
6	002.027.00075	Cross coupling cable protector Протектор кросс-защелкивания кабеля		pce	4004	3429	575



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		
					Tổng Số Lượng Общие Кол-во	Số Lượng năm 2027 Кол-во за 2027г	Số Lượng năm 2028 Кол-во за 2028г
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
7	002.027.00148	Cross coupling cable protector Протектор кросс-защелки кабеля	For tubing 3-1/2" EUE and flat cable AWG#4 Maximum OD: For size: 3 1/2" ≤ 141mm Profile: 01 Flat ESP's cable AWG #4 - shall mates to dimension of Proposed Downhole Electrical Cable. 01 chemical line 3/8" & 01 Control line 1/4". All Cross Coupling Cable Protectors must be beveled with the appropriate angle and need to be evaluated, simulated, tested for safety pass through casing and top liner.	pce	1318	1037	281
8	002.027.00096	Junction Box	Voltage 6.6...8 KV, 400 A, for outdoor installation in hazardous area, Ex-d, NEMA4/IP66, 50 mm2 cable conductor, c/w Ex-d cable gland and accessories	pce	7	5	2
9	002.027.00076	Choke Console (Choke Unit) Дроссельная консоль	5000VAC, Fuse rating: 1/8 A, Line output 120V/20 mA, SS316 Stainless Steel IP66 Enclosure, c/w cable gland, conduit and accessories. C/w NCU spare parts for installation and two years of operation: 3EA High voltage Fuses 1/8 A	pce	7	5	2
10	002.027.00121	Cable RFOU - Medium voltage Кабель	6/10(12) kV, with three copper multi-wire cores, armored, flame retardant, class 2 (IEC Publication 228). Approved for using on offshore drilling platforms, type RFOU or BFOU P3/P10. Core cross sections: 3Cx70 mm2.	m	450	350	100
11	002.027.00122	Cable BFOU - Low voltage Кабель	0.6/1 kV with three copper, multi-wire cores, armored, flame retardant, class 2 (IEC Publication 228), for connecting to the platform voltage supply. Approved for using on offshore drilling platforms, type RFOU or BFOU P1/P8. Core cross sections: 3Cx150 mm2.	m	350	250	100
12	002.027.00198*	Special cable (High-voltage lead wire) Специальный кабель (высоковольтный провод питания)	Conductors: Stranded tinned copper or nickel-plated copper Insulating System: EPR or Composite Extruded Silicone Rubber with intermediate fiberglass reinforcement, type SIL/0500F or equal., c/w conduit. Core section 18 (65/36) AWG TC	m	210	150	60
13	012.010.00842	Multi core instrumentation cable 1 pairs x1.5mm2 Кабель сигнальный	INSTRUMENT CABLE FOR ANALOG SIGNALS (PCS) Armored; Flame-retardant IEC 60332-3 Cat. A; Comply with IEC 60092-370 for telecom/ data transfer cable offshore/marine Rated Voltage: 250V;	m	70	50	20



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		
					Tổng Số Lượng Общее Кол-во	Số Lượng năm 2027 Кол-во за 2027г	Số Lượng năm 2028 Кол-во за 2028г
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
14	012.010.00847	Multi core instrumentation cable 1 pairs x1.0mm2 Кабель сигнальный	Resistant to oil, alkali and sunlight; Suitable for marine, tropical condition IEC 60092-3, Construction: Stranded Tinned Copper conductors; Insulation: Polyethylene; Screen: Overall Aluminum Foil-Polyester Tape (100% coverage) + Tinned Copper braid shield (90% coverage); Outer sheath: Flame retardant to IEC 60332-3 Cat A, halogen free & mud resistant thermoset compound SHF Mud to NEK TS 606; type RFOU(i) or BFOU(i) S1/S5 Outer color: BLACK or RED Core cross sections: 1x2x1.5 mm2 INSTRUMENT CABLE FOR ANALOG SIGNALS (PCS) Armored; Flame-retardant IEC 60332-3 Cat. A; Comply with IEC 60092-370 for telecom/ data transfer cable offshore/marine Rated Voltage: 250V; Resistant to oil, alkali and sunlight; Suitable for marine, tropical condition IEC 60092-3, Construction: Stranded Tinned Copper conductors; Insulation: Polyethylene; Screen: Overall Aluminum Foil-Polyester Tape (100% coverage) + Tinned Copper braid shield (90% coverage); Outer sheath: Flame retardant to IEC 60332-3 Cat. A, halogen free & mud resistant thermoset compound SHF Mud to NEK TS 606; type RFOU(i) or BFOU(i) S1/S5 Outer color: BLACK or RED Core cross sections: 1x2x1.0 mm2	m	70	50	20
15	002.027.00238*	Wellhead Adapter Assembly C/W Accessories for Wellhead Adapter Assembly Сборка адаптера устьевого оборудования В комплекте с аксессуарами для сборки адаптера устьевого оборудования	C/W Accessories for Wellhead Adapter Assembly and Tubing Head Spool Size: 9" x 9" Tubing Head Adapter Size: 9" x 4 1-16" EFT Tubing Hanger Assembly Size: Nom. 9" x 3 1/2" EUE BOX TOP x 3 1/2" EUE lift BOTTOM	set	2	2	0



STT П/п	Mã Vật Tư Код MTR	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование MTR/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во		
					Tổng Số Lượng Общее Кол-во	Số Lượng năm 2027 Кол-во за 2027г	Số Lượng năm 2028 Кол-во за 2028г
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
16	002.027.00239*	Wellhead Adapter Assembly C/W Accessories for Wellhead Adapter Assembly Сборка адаптера устьевого оборудования В комплекте с аксессуарами для сборки адаптера устьевого оборудования	C/W Accessories for Wellhead Adapter Assembly and Tubing Head Spool Size: 9" x 9" Tubing Head Adapter Size: 9" x 3 1-18" EFT Tubing Hanger Assembly Size: Nom. 9" x 3 1/2" EUE BOX TOP x 3 1/2" EUE lift BOGTOM	set	4	2	2
17	002.027.00240*	Wellhead Adapter Assembly C/W Accessories for Wellhead Adapter Assembly Сборка адаптера устьевого оборудования В комплекте с аксессуарами для сборки адаптера устьевого оборудования	C/W Accessories for Wellhead Adapter Assembly and Tubing Head Spool Size: 11" x 11" Tubing Head Adapter Size: 11" x 3 1-18" EFT Tubing Hanger Assembly Size: Nom. 11" x 3 1/2" EUE BOX TOP x 3 1/2" EUE lift BOGTOM	set	1	1	0
18	002.027.00079	Wellhead Penetrators Пенетраторы	Wellhead Penetrator, including Upper pigtail (Length 1.5 m) c/w with special gland for upper pigtail, retention bracket, Wellhead Feedthrough System, Redress Kit	pce	15	12	3
19	002.027.00182	Ring type Joint R50 Кольцевое соединение R50	Ring type Joint R-50, material SS 316	pce	9	7	2
20	002.027.00201*	Ring type Joint RX-54 Кольцевое соединение RX-54	Ring type Joint RX-54, material SS 316	pce	2	2	0
21	002.027.00175	Ring type Joint RX50 Кольцевое соединение RX50	Ring type Joint RX-50, material SS 316	pce	6	6	0
22	002.027.00202*	Ring type Joint R-39 Кольцевое соединение R-39	Ring type Joint R-39, material SS 316	pce	2	0	2
23	002.027.00203*	Ring type Joint RX-39 Кольцевое соединение RX-39	Ring type Joint R-39, material SS 316	pce	6	6	0
24	002.027.00183	Ring type Joint R35 Кольцевое соединение R35	Ring type Joint R-35, material SS 316	pce	10	6	4
25	002.027.00176	Ring type Joint RX35 Кольцевое соединение RX35	Ring type Joint R-35, material SS 316	pce	14	14	0
26	002.027.00204*	Ring type Joint R-24 Кольцевое соединение R-24	Ring type Joint R-24, material SS 316	pce	12	12	0
27	002.027.00205*	Ring type Joint RX-24 Кольцевое соединение RX-24	Ring type Joint R-24, material SS 316	pce	4	4	0
28	002.027.00206*	Stud bolt with two nuts Шпилька	Stud bolt with two nuts, 1 5/8" - 8UNC x 12" Long, bolt: ASTM A193 Gr. B7, nuts: ASTM A194 Gr. 2H, Galvanized, thickness of plating 8ч12 μm as ASTM B841 section 4 and xylan fluorocarbon coated, ASME B18.2.1/B18.2.2 for 9"-5000 psi W.P., API flange.	set	156	132	24



STT П/п	Mã Vật Tư Код MTP	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		
					Tổng Số Lượng Общие Кол-во	Số Lượng năm 2027 Кол-во за 2027г	Số Lượng năm 2028 Кол-во за 2028г
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
29	002.027.00207*	Stud bolt with two nuts Шпилька	Stud bolt with two nuts, 1 7/8" - 8UNC x 350 mm Long, bolt: ASTM A193 Gr. B7, nuts: ASTM A194 Gr. 2H, Galvanized, thickness of plating 8÷12 µm as ASTM B841 section 4 and xylan fluorocarbon coated, ASME B18.2.1/B18.2.2 for 1 1/8"-5000 psi W.P., API flange.	set	24	24	0
30	002.027.00162	Stud bolt Шпилька	Stud bolt with two nuts, 1 1/4" - 8UN x 8 5/8" Long, bolt: ASTM A193 Gr. B7, nuts: ASTM A194 Gr. 2H, Galvanized, thickness of plating 8÷12 µm as ASTM B841 section 4 and xylan fluorocarbon coated, ASME B18.2.1/B18.2.2 for 1 1/8"-5000 psi W.P., API flange.	pce	32	24	8
31	002.027.00208*	Stud bolt with two nuts Шпилька	Stud bolt with two nuts, 1 1/8" - 8UN x 7 7/8" Long, bolt: ASTM A193 Gr. B7, nuts: ASTM A194 Gr. 2H, Galvanized, thickness of plating 8÷12 µm as ASTM B841 section 4 and xylan fluorocarbon coated, ASME B18.2.1/B18.2.2 for 3 1/8"-5000 psi W.P., API flange.	set	120	96	24
32	002.027.00209*	Stud bolt with two nuts Шпилька	Stud bolt with two nuts, 7/8" - 8UN x 6 1/4" Long, bolt: ASTM A193 Gr. B7, nuts: ASTM A194 Gr. 2H, Galvanized, thickness of plating 8÷12 µm as ASTM B841 section 4 and xylan fluorocarbon coated, ASME B18.2.1/B18.2.2 for 2 1/16"-5000 psi W.P., API flange	set	72	72	0
33	002.027.00210*	Weather seal protector Защитный кожух от атмосферных воздействий	Weather seal protector for 1" - 5000 psi W.P. Flange, material: Neosponge.	pce	2	2	0
34	002.027.00211*	Weather seal protector Защитный кожух от атмосферных воздействий	Weather seal protector for 9" - 5000 psi W.P. Flange, material: Neosponge.	pce	12	10	2
35	002.027.00212*	Weather seal protector Защитный кожух от атмосферных воздействий	Weather seal protector for 4 1/16" - 5000 psi W.P. Flange, material: Neosponge.	pce	8	6	2
36	002.027.00213*	Weather seal protector Защитный кожух от атмосферных воздействий	Weather seal protector for 3 1/8" - 5000 psi W.P. Flange, material: Neosponge.	pce	22	18	4
37	002.027.00214*	Weather seal protector Защитный кожух от атмосферных воздействий	Weather seal protector for 2 1/16" - 5000 psi W.P. Flange, material: Neosponge.	pce	12	12	0
38	002.027.00215*	Lock screw Стопорный винт	Lock screw for tubing head spool 9" x 9"-5000 Psi - Hydro/UAE or equivalent	set	16	16	0
39	002.027.00216*	Lock screw Стопорный винт	Lock screw for tubing head spool 9" x 9"-5000 Psi as per drawing no.: A-101090-09 Rev. 0 - Hydro/UAE or	set	8	8	0



STT П/п	Mã Vật Tư Код MTR	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		
					Tổng Số Lượng Общие Кол-во	Số Lượng năm 2027 Кол-во за 2027г	Số Lượng năm 2028 Кол-во за 2028г
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
40	002.027.00217*	Lock screw Стопорный винт	equivalent Lock screw for tubing head spool 11" x 11"-5000 Psi as per drawing no.: A-101090-10 Rev. 0 - Hydro/UAE or equivalent	set	8	8	0
41	002.027.00218*	Lock screw Стопорный винт	Lock screw for tubing head spool 9" x 9"-5000 Psi - OMS Oilfield Services/Singapore or equivalent	set	24	16	8
42	002.027.00165	EFT Tubing hanger Assy	EFT Tubing hanger Assy 9" x 4 1/2" EUE 8rd box top and bottom, connection 4", Type H BPV preparation, min bore 3.9", Preparation for EFT Penetrator and one 3/8" NPT control line port as per drawing A-101030-4 Rev. 0 - Hydro/UAE or equivalent	pce	2	2	0
43	002.027.00219*	Seal for EFT Tubing hanger Assy Уплотнительное кольцо	Seal suitable for (item 42) EFT Tubing hanger Assy 9" x 4 1/2" EUE Hydro/UAE or equivalent (included neck seal and body seal)	set	4	4	0
44	002.027.00165	EFT Tubing hanger Assy	EFT Tubing hanger Assy 9" x 4 1/2" EUE 8rd box top and bottom, connection 4", Type H BPV preparation, min bore 3.9", Preparation for EFT Penetrator and one 3/8" NPT control line port as per drawing no.: A-101090-09 Rev. 0 - Hydro/UAE or equivalent	pce	1	1	0
45	002.027.00220*	Seal for EFT Tubing hanger Assy Уплотнительное кольцо	Seal suitable for (item 44) EFT Tubing hanger Assy 9" x 4 1/2" EUE (included neck seal and body seal) - as per drawing no.: A-101090-09 Rev. 0 - Hydro/UAE or equivalent	set	2	2	0
46	002.027.00221*	EFT Tubing hanger Assy Подвеска НКТ	EFT Tubing hanger Assy 11" Nom x 3 1/2" API EUE 8 rd Box Top and 3 1/2" EUE bottom, connection 4", Type H BPV preparation, min bore 3.9", Preparation for EFT Penetrator and one 3/8" NPT control line port as per drawing no.: A-101090-10 Rev. 0 - Hydro/UAE or equivalent	set	1	1	0
47	002.027.00222*	Seal Уплотнительное кольцо	Seal suitable for (item 46) EFT Tubing hanger Assy 11" x 3 1/2" EUE - Hydro/UAE or equivalent (included neck seal and body seal)	set	2	2	0
48	002.027.00180	ESP tubing hanger Assy 9" No. x 3 1/2" EUE BOX Top & BTM with one 3 1/8" Continuous control line AND MINI PENETRATOR, 3" "П" Type BPV threaded, Min. Bore" 2,950" Подвеска трубы	Eccentric Tubing hanger Assy 9" x 3 1/2" EUE P/N: 420102-01-AU2, Drawing No.: PD-420102-01 - OMS Oilfield Services/Singapore or equivalent	pce	1	0	1
49	002.027.00223*	Seal Уплотнительное кольцо	Seal suitable for (item 48) Eccentric Tubing hanger Assy 9" x 3 1/2" EUE - OMS Oilfield Services/Singapore or equivalent (included 02 neck seal	set	2	0	2



STT П/п	Mã Vật Tư Код MTP	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		
					Tổng Số Lượng Общие Кол-во	Số Lượng năm 2027 Кол-во за 2027г	Số Lượng năm 2028 Кол-во за 2028г
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
50	002.027.00224*	Eccentric Tubing hanger Assy Подвеска НКТ	and 02 body seal) as per Drawing No.: PD-420102-01 Eccentric Tubing hanger Assy 9" x 2 7/8" EUE, P/N: 420103-01-AU2, Drawing No.: PD-420103-01 - OMS Oilfield Services/Singapore or equivalent	set	2	2	0
51	002.027.00225*	Seal for Eccentric Tubing hanger Assy Уплотнительное кольцо	Seal suitable for (item 50) Eccentric Tubing hanger Assy 9" x 2 7/8" EUE OMS Oilfield Services/Singapore or equivalent (included 02 neck seal and 02 body seal) Drawing No.: PD-420103-01	set	4	4	0
52	002.027.00226*	Seal sub Уплотнительный переходник	Seal sub (Item 6 in drawing), P/N: 2349401 as per drawing no STACK-UP ASSEMBLY, 9" 5K FLG TOP X BTM TUBING SPOOL, W/9"5K X 4-1/16" 5K TOADSTOOL TUBING HEAD ADAPTER - Hydro/UAE or equivalent	set	2	2	0
53	002.027.00227*	O-ring O-образное кольцо	O-ring for seal sub (Item 16 in drawing), P/N: 2349475 as per drawing no STACK-UP ASSEMBLY, 9" 5K FLG TOP X BTM TUBING SPOOL, W/9"5K X 4-1/16" 5K TOADSTOOL TUBING HEAD ADAPTER - Hydro/UAE or equivalent (04 pce/set)	set	4	4	0
54	002.027.00228*	Seal sub Уплотнительный переходник	Seal sub for penetrator (Item 14 in drawing), P/N: 2349408 as per drawing no STACK-UP ASSEMBLY, 9" 5K FLG TOP X BTM TUBING SPOOL, W/9"5K X 4-1/16" 5K TOADSTOOL TUBING HEAD ADAPTER - Hydro/UAE or equivalent	set	2	2	0
55	002.027.00229*	Seal O-ring Уплотнительное O-образное кольцо	Seal O-ring for penetrator seal sub (Item 17 in drawing), P/N: 2349477 as per drawing no STACK-UP ASSEMBLY, 9" 5K FLG TOP X BTM TUBING SPOOL, W/9"5K X 4-1/16" 5K TOADSTOOL TUBING HEAD ADAPTER - Hydro/UAE or equivalent (04 pce/set)	set	4	4	0
56	002.027.00230*	Seal sub Уплотнительный переходник	Seal sub for tubing head spool 9" x 9" - Hydro/UAE or equivalent	set	1	1	0
57	002.027.00231*	O-ring O-образное кольцо	O-ring for seal sub for tubing head spool 9" x 9" - Hydro/UAE or equivalent (04 pce/set)	set	2	2	0
58	002.027.00232*	Seal sub Уплотнительный переходник	Seal sub for penetrator for tubing head spool 9" x 9" - Hydro/UAE or equivalent	set	1	1	0
59	002.027.00233*	Seal O-ring Уплотнительное O-образное кольцо	Seal O-ring for penetrator seal sub for tubing head spool 9" x 9" - Hydro/UAE or equivalent (04 pce/set)	set	2	2	0
60	002.027.00234*	Seal sub Уплотнительный переходник	Seal sub for tubing head spool 11" x 11" as per drawing no.: A-101090-10 Rev. 0 - Hydro/UAE or equivalent	set	1	1	0
61	002.027.00235*	O-ring	O-ring for seal sub for tubing head spool 11" x 11" as	set	2	2	0



STT П/п	Mã Vật Tư Код MTP	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	ĐVT Ед. Изм.	Số Lượng Кол-во		
				Tổng Số Lượng Общие Кол-во	Số Lượng năm 2027 Кол-во за 2027г	Số Lượng năm 2028 Кол-во за 2028г
(1)	(2)	(3)	(5)	(6)	(7)	(8)
		O-образное кольцо				
62	002.027.00236*	Seal sub Уплотнительный переходник	set	1	1	0
63	002.027.00237*	Seal O-ring Уплотнительное O-образное кольцо	set	2	2	0
64	077.025.00013*	Assembly, tubing hanger, Eccentric, 9" nom. x 2-7/8" API EU BOX BTM x top, w/ 2-1/2" nom. Type OMS-H BPV prep.	Set	1	1	0
65	077.025.00014*	Seal kit for Assembly, tubing hanger, Eccentric, 9" nom. x 2-7/8" API EU BOX BTM x top, w/ 2-1/2" nom. type OMS-H BPV prep.	Set	1	1	0



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		
					Tổng Số Lượng Общие Кол-во	Số Lượng năm 2027 Кол-во за 2027г	Số Lượng năm 2028 Кол-во за 2028г
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			02. Drawing number: PD-420103-01 Rev. 00 Manufacturer: OMS Oilfield services or equal.				
66	077.025.00015*	Assembly, lockdown screw, NE, 9.75" Lg, API 6A, AA, P+X	Item 102, part number: PN-430044-05-A2 Drawing number: PD-410093-01 Rev. 01 Manufacturer: OMS Oilfield services or equal.	Set	8	8	0
67	077.025.00017*	Back pressure valve 2 1/2" NOM. Type OMS-H BPU	Manufacturer: OMS Oilfield services or equal.	Pce	1	1	0
II. DỊCH VỤ							

(*) : New items

Items 19-63: spare part wellhead



LD VIỆT – NGA VIETSOVPETRO
Xí nghiệp khai thác dầu khí

TECHNICAL REQUIREMENTS
ТЕХНИЧЕСКИЕ ТРЕБОВАНИЯ
YÊU CẦU KỸ THUẬT

V/v: cung cấp “Thiết bị điện và cơ khí của hệ thống bơm điện ly tâm ngầm”

Поставка «Электрического и механического оборудования системы электроцентробежных насосов (УЭЦН)»

Provision of “**Electrical and mechanical equipment of electrical submersible pump (ESP) system**”

Surface electrical cable and accessories, Junction Box, Choke Console, Wellhead Adapter Assembly, Wellhead Penetrator, Downhole Cable, Bands, Cross coupling cable protector, Bleed valve and Check Valve

1. PURPOSE AND SCOPE OF USE:

1.1. Purpose

Provision of “**Electrical and mechanical equipment of electrical submersible pump (ESP) system**”, hereafter is “the Goods”.

1.2. Applied environment

The Goods are required to be tallied with offshore condition and Oil & Gas Industry field.

2. GENERAL REQUIREMENTS FOR GOODS:

2.1. Status of Goods:

The Goods must be 100% new, unused.

2.2. Year of Manufacture:

- For the GOODS of year 2027, the year of manufacture shall not be earlier than 2026.
- For the GOODS of year 2028, the year of manufacture shall not be earlier than 2027.

2.3. Basic requirements of goods:



- The Goods are shown clearly Name, Description of Goods, Model/Part number, Manufacturer and Origin in the Bidding Proposal (No information or any general information such as “or equal”, “or equivalent” is not acceptable).
- Technical proposals must be suitable for each item in section 3 this TR.

2.4. **Warranty:**

All of the goods shall be furnished with Warranty Certificate for 18 months from from the date of delivery, receipt of goods or 12 months from the date start-up into operation/Acceptance Protocol whichever comes first.

Downhole cable shall be covered by the warranty of the supplied ESP system. In case of downhole cable damage or failure, the root cause shall be identified during the pull out of hole (POOH) operation and subsequent inspection. Warranty responsibility shall be determined based on the identified root cause. The Contractor shall provide necessary technical support during inspection and failure analysis, if required.

3. **TECHNICAL AND TECHNOLOGICAL REQUIREMENTS FOR MATERIALS:**

Technical proposals must comply with DANH MỤC- СПЕЦИФИКАЦИЯ (LIST OF GOODS), Technical Specification, Datasheet and Appendix.

4. **MANUFACTURER AND ORIGIN OF GOODS**

4.1. **Recommended Manufacturer List:**

DESCRIPTION	MANUFACTURES
Downhole electrical cable	<ul style="list-style-type: none"> • Baker Hughes • Kurgan Cable • Schlumberger • Valiant
Surface electrical cable	<ul style="list-style-type: none"> • Draka • Cables International • Nexans • General Cable • Prysmian • Amer Cables
Junction Box	<ul style="list-style-type: none"> • ADALET • ABTECH
Choke Console	<ul style="list-style-type: none"> • Novomet • Baker Hughes • Schlumberger
Wellhead Adapter Assembly	<ul style="list-style-type: none"> • Parveen Industries • Delta Corporation • OMS oilfield services • Hydro
Wellhead Penetrator	<ul style="list-style-type: none"> • Taurus
Bleed valve and Check Valve	<ul style="list-style-type: none"> • Novomet • Aegon engineering
Cross coupling cable protector	<ul style="list-style-type: none"> • JLT oil equipment • Cross coupling protectors limited



Văn bản này được xác thực tại <https://office.vietsov.com.vn> với số định danh: 136/26-BB-KTSX/KT

Văn bản này được xác thực tại <https://office.vietsov.com.vn> với số định danh: 2314/26-HSMT-PTM/BMĐH

For manufacturers which are not in the Recommended Manufacturer List, BIDDER is requested to provide the following documents to prove their production capacity:

- Production capacity and experience;
- Appropriate production process and facilities;
- Corresponding certificates (their production capacity) are still valid;
- List of contracts implemented in the last 5 years.

4.2. Recommended country of Origin:

DESCRIPTION	Country of Origin
Downhole electrical cable	EU, G7, Russia

5. TIME AND LOCATION OF DELIVERY:

5.1. Delivery time:

Supply of GOODS on a call-out basis during the period of 2027–2028. After the Company issues a call-out, the Contractor shall deliver the GOODS within 8 months from date of the "call-out".

5.2. Delivery address

All GOODS shall be delivered at Logistic Division's warehouse, Vietsovpetro JV, No. 67, 30/4 street, Tam Thang Ward, Hồ Chí Minh City, Viet Nam.

5.3. Number of shipments:

For GOODS in 2027, Maximum number of deliveries: 3 times.

For GOODS in 2028, Maximum number of deliveries: 3 times.

6. QUANTITY AND PACKAGING:

6.1. Quantity of goods:

Quantity of materials: Based on call-out demand, in which the quantity of goods for the year 2027 is firmly determined, and the demand for goods in 2028 is estimated according to the DANH MỤC- СПЕЦИФИКАЦИЯ (LIST OF GOODS).

6.2. Packaging:

The materials should be packaged according to manufacturer's standard, it is convenient for transportation and storage. There must be fully displayed of Manufacturer's name/Trademark, ... on the package.

Ensure the safety of goods during transportation.

7. TECHNICAL DOCUMENTATION REQUIREMENTS:

7.1. Technical document, catalogs requirement for bidding stage:

- As required in the Technical Specification and Datasheet of equipment.
- BIDDER is requested to submit a complete of Technical Documentations as a part of its bid document and the minimum requirements as below:

- Technical documents/catalogues with highlight specification, model, part number for all item.



- Technical documentations must have the name and the logo of manufacturer and supply the link of the products on the website of manufacturer.
- For Junction Box: an explosionproof certificate issued by an authorized third party is required (Baseefa Type Examination Certificate, IECEx Certificate of Conformity or equivalent).

7.2. Request for technical documentation

- As required in the device Specification.
- Operation manual, maintenance manual, troubleshooting guide, parts list of each equipment.

8. REQUIREMENTS FOR CERTIFICATES OF THE GOODS:

The Bidder is required to commit to providing the following certificates along with the materials upon delivery:

No	Description	Cert of Origin	Cert of Quality and Quantity	Cert of equipment testing report by manufacture	Cert of IP and Explosion Protection
1.	Bleed valve and Check Valve	Original/ eCO	Original/ eCQ	Original	
2.	Wellhead Adapter Assembly	Original/ eCO	Original/ eCQ	Original	
3.	Wellhead Penetrator	Original/ eCO	Original/ eCQ	Original	
4.	Surface electrical cable: High/medium voltage cable (3Cx70 mm ²), Low voltage cable (3Cx150 mm ²)	Original or Scan copy, certified by manufacturer/importer/eCO	Original or Scan copy, certified by manufacturer/importer	Original or Scan copy, certified by manufacturer/importer	
5.	Junction Box	Original/ eCO	Original/ eCQ	Original	Issued by authorized or Electronic
6.	Choke Unit	Original/ eCO	Original/ eCQ	Original	
7.	Downhole Cable	Original/ eCO	Original/ eCQ	Original	
8.	Cross coupling cable protector	Original/ eCO	Original/ eCQ	Original	



Văn bản này được xác thực tại <https://office.vietsov.com.vn> với số định danh: 136/26-BB-KTSX/KT

Văn bản này được xác thực tại <https://office.vietsov.com.vn> với số định danh: 2314/26-HSMT-PTM/BMĐH

- Certificate of Origin (CO/eCO) issued by the Commerce Department of Manufacturer's country or exporter's country or competent authority.
- Certification of Quality and Quantity (CQ)/Compliance (COC) issued by the manufacturer/manufacturer's branch.
- The Certificates of Guarantee are issued by the Seller.
- All Electronic certificates must have link, address website to verify.

9. EVALUTION METHODS:

- The technical proposals will be evaluated based on the attached Technical Evaluation Criteria.
- The evaluation will be based on group, according to the DANH MỤC-SPECIFICATION (LIST OF GOODS):
Group I includes items 1-4 and 15-67; Group II includes items 5-7; Group III includes items 8-14.

10. APPENDIX

- Technical Specification and Datasheet for equipment to be purchased:
 - Surface electrical cable and accessories: OFSP-313-TS-ES2-SP-004
 - Junction Box: OFSP-313-GE-PM-DS-003, OFSP-313-TS-ES2-SP-005
 - Choke Unit: OFSP-313-GE-PM-DS-004, OFSP-313-TS-ES2-SP-005
 - Downhole Cable, Cross coupling cable protector: OFSP-313-GE-PM-DS-005, OFSP-313-GE-PM-SP-003.
 - Wellhead Adapter Assembly, Wellhead Penetrator: OFSP-313-GE-PM-DS-001/2/3, OFSP-313-GE-PM-SP-001.
 - Bleed valve and Check Valve: OFSP-313-GE-PM-DS-004, OFSP-313-GE-PM-SP-002.
- Typical Single Line Electrical Diagram OFSP-313-TS-ES2-SD-001
- Technical Evaluation for equipment to be purchased.
- Drawings of wellheads (information requirements for spare part wellhead).
- DANH MỤC- SPECIFICATION - LIST OF GOODS

Agreed by:

Deputy Chief Engineer, JV Vietsovetro	Signed by: Бовт Алексей Викторович Date: 23/02/2026 10:18:00 Certified by: Vietsovetro CA	Bovt A. V.
Director of OGPE	Signed by: Nguyễn Quốc Dũng Date: 12/02/2026 23:12:34 Certified by: Vietsovetro CA	Nguyen Quoc Dung
Head of Technical & Production department, JV Vietsovetro	Signed by: Bùi Trọng Hân Date: 10/02/2026 10:36:35 Certified by: Vietsovetro CA	Bui Trong Han
Head of Mechanical – Energy & Automation Department, JV Vietsovetro	Signed by: Trịnh Hoàng Linh Date: 12/02/2026 14:33:37 Certified by: Vietsovetro CA	Trinh Hoang Linh



Văn bản này được xác thực tại <https://office.vietsov.com.vn> với số định danh: 136/26-BB-KTSX/KT

Văn bản này được xác thực tại <https://office.vietsov.com.vn> với số định danh: 2314/26-HSMT-PTM/BMĐH

Signed by: Попов Алексей
Александрович
Date: 11/02/2026 11:29:30
Certified by: Vietsovpetro CA
Deputy Director - Chief Engineer of
OGPE Popov A. A.

Signed by: Бобров Сергей
Владимирович
Date: 10/02/2026 08:39:04
Certified by: Vietsovpetro CA
Deputy Director - Chief Engineer of
MED Bobrov S. V.

Prepared by:

Signed by: Nguyễn Mạnh Tuê
Date: 09/02/2026 15:35:19
Certified by: Vietsovpetro CA
Head of Mechanical Department, OGPE Nguyen Manh Tue

Signed by: Trần Vĩnh Phương
Date: 10/02/2026 07:23:50
Certified by: Vietsovpetro CA
Deputy Head of Energy-automatic
Department, OGPE Tran Vinh Phuong

Signed by: Бамбуров Егор
Николаевич
Date: 09/02/2026 10:34:47
Certified by: Vietsovpetro CA
Deputy Head of Technical Department,
OGPE Bamburov E.N.

Signed by: Ngô Đức Hải
Date: 09/02/2026 07:37:28
Certified by: Vietsovpetro CA
Engineer of Energy-automatic
Department, OGPE, Ngo Duc Hai

Signed by: Trần Văn Thanh
Date: 09/02/2026 09:33:52
Certified by: Vietsovpetro CA
Specialist of Technical Department,
OGPE Tran Van Thanh

Signed by: Кущенко Николай
Владимирович
Date: 09/02/2026 07:56:37
Certified by: Vietsovpetro CA
Specialist of Technical Department,
OGPE Kuschenko N.V.

Signed by: Nguyễn Trường
Tung
Date: 09/02/2026 09:29:21
Certified by: Vietsovpetro CA
Engineer of Mechanical, Energy &
Automation Department, JV
Vietsovpetro Nguyen Truong Tung



Văn bản này được xác thực tại <https://office.vietsov.com.vn> với số định danh: 136/26-BB-KTSX/KT

Văn bản này được xác thực tại <https://office.vietsov.com.vn> với số định danh: 2314/26-HSMT-PTM/BMĐH



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



AGREED BY
Deputy Chief Engineer
JV Vietsovpetro

APPROVED BY
Chief Engineer
JV Vietsovpetro

Bovt A.V.

Lê Việt Dũng

**PROJECT NAME : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

**DOCUMENT TITLE : SPECIFICATION FOR ELECTRICAL BULK
MATERIALS**


DOCUMENT NO. : OFSP-313-TS-ES2-SP-005

PHASE : PDM

CONTROLLED

CO-EXECUTOR			RPREPARED		CHECKED	
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE						
OIL AND GAS PRODUCTION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE						
			DC L.T. HANG	ENG.MGR KHOVRIN V.A.	PRO.MGR AVDEEV A.S.	
0	IFA	07.03.2025				
REV.	DES.	DATE	PREP BEDNIAKOVA J.V.	CHK. ISATOV D.O.	DPT.MGR ISATOV D.O.	



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR ELECTRICAL BULK MATERIALS	OFSP-313-TS-ES2-SP-005		
		Rev.	0	Page

APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2,
PARAGRAPH 2.1 OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Head of Mechanical Energy and
Automation Department,
JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2,
PARAGRAPH 2.1.2 OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Deputy Head of Technical &
Production department,
JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
of OGPE

Popov A.A.

VISA:






TABLE OF CONTENTS

1	INTRODUCTION	4
	1.1 Purpose of Document	4
	1.2 Definitions and Abbreviations	4
	1.2.1 Definitions	4
	1.2.2 Abbreviations	4
	1.3 Statement of Compliance	5
2	CODES, STANDARDS AND APPLICABLE DOCUMENTS	5
	2.1 IEC Standards	6
	2.2 Other Standards	7
	2.3 Order of Precedence	7
3	ENVIRONMENT CONDITIONS	7
4	TECHNICAL REQUIREMENTS	8
	4.1 General	8
	4.2 Electrical Equipment in Hazardous Area	8
	4.3 Earthing Material	8
	4.4 Junction Box	9
	4.5 Choke Unit	9
	4.6 Conduits and Accessories	9
	4.7 Cable Glands and Accessories	9
	4.8 Remote monitoring system	10
5	NAMEPLATES AND LABELS	11
6	SPARE PARTS	11
7	QUALITY INSPECTION AND TESTING	12
8	PACKING AND SHIPPING	12
9	GUARANTEE	12
10	QUALITY ASSURANCE	12
11	DOCUMENTATION	12



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR ELECTRICAL BULK MATERIALS	OFSP-313-TS-ES2-SP-005			
		Rev.	0	Page	4 of 13

1 INTRODUCTION

This document, together with the project datasheets provided separately, defines the minimum requirements for supply, engineering, materials, fabrication, inspection, testing, certification, painting, preparation for shipment, packing, forwarding, transport and documentation for surface electrical equipment for equipping a typical well with electric submersible pump.

The **VENDOR** shall ensure that all equipment and services supplied meet the requirements of this specification, the project data sheets, Codes & Standards and specifications nominated herein.

Surface electrical equipment of the ESP for oil and gas producing wells is intended for placement on a stationary offshore platform of the BK or MSP type in the open air under cover from atmospheric precipitation.

The platforms are located at the fields of the JV Vietsovetro, approximately 145 km southeast of Vung Tau, on the shelf of the Socialist Republic of Vietnam.

1.1 Purpose of Document

This specification defines the minimum requirements for the supply, design, materials, manufacture, inspection and testing, preparation for shipment and documentation for the electrical bulk materials for VSP's project.

It must be read with all relevant codes of practice, standard drawings, project specifications and international codes & standards specified in this document.

This document specifies the applicable project documents, documentation requirements and inspection requirements for this package

1.2 Definitions and Abbreviations

1.2.1 Definitions

PROJECT	Unification of Surface electrical equipment for equipping a typical well with electric submersible pump
COMPANY	The party which initiates the project and ultimately pays for its design and construction and owns the facilities. Here the COMPANY is Vietsovetro (Referred to as VSP)
CONTRACTOR	The party which carries out all or part of the design, engineering, procurement, construction and commissioning of the project
VENDOR	The party on which the order or contract for supply of the equipment / package or services is placed
SHALL	Indicates a mandatory requirement
SHOULD	Indicates a recommendation

1.2.2 Abbreviations

DIN	Deutsches Institut für Normung (German Institute for Standardization)
Ex'd'	Explosion Protection Technique – Flameproof Enclosure
Ex'e'	Explosion Protection Technique – Increased Safety





Ex 'ed'	Explosion Protection Technique - Increased safety enclosure with Ex'd' internal components
Ex 'm'	Explosion Protection Technique – Encapsulation 'm'
Ex'n'	Explosion Protection Technique – Non-sparking
FAT	Factory Acceptance Test
IEC	International Electrotechnical Commission
IP	Ingress Protection
N	Neutral
P	Phase
HV	High Voltage
LV	Low Voltage
PE	Protective Earth
DCS	Data Collection System
SSL	Secure Sockets Layer
ESP	Electrical Submersible Pump
DMS	Downhole Monitoring System
VSP	Vietsovpetro

1.3 Statement of Compliance

VENDOR shall guarantee the equipment complies with this specification and is properly designed, constructed and suitable for the specified requirements.

The equipment shall be tested in the VENDOR's works to prove capability and compliance with this specification. All tolerances shall be in accordance with this specification, and relevant IEC standards.

If the equipment fails to comply with the specification, COMPANY/CONTRACTOR reserves the rights to reject the equipment, or allow the VENDOR to rectify the problem and retest, free of charge to the COMPANY/CONTRACTOR.

The VENDOR shall notify the CONTRACTOR of any apparent conflict between this Specification, Drawings, Datasheets, Codes and Standard, and any other relevant documents. Resolution and/or interpretation precedence shall be obtained from CONTRACTOR in writing before proceeding with design/ manufacture.


All deviations from the requirements of the specification shall be clearly stated in the Bid Documentation using the "VENDOR Deviation Form". In the absence of such a statement, it shall be deemed that all requirements of this specification are fulfilled without exception.

All deviations from the requirements of the specifications shall be obtained approval from COMPANY/CONTRACTOR in writing before proceeding with design/ manufacture.

2 CODES, STANDARDS AND APPLICABLE DOCUMENTS

The electrical system design shall generally comply with the latest revision and relevant sections of the following regulations, standards and codes of practices.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR ELECTRICAL BULK MATERIALS	OFSP-313-TS-ES2-SP-005			
		Rev.	0	Page	6 of 13

The applicable international codes and standards are as follows:


- IEC International Electro technical Commission
- ISO International Organization for Standardisation
- API American Petroleum Institution
- DNV GL Det Norske Veritas AS

Note: Unless specifically designated by date, the latest edition of each publication shall be used, together with amendments, supplements or revision thereto.

2.1 IEC Standards

IEC 60038	IEC Standard Voltages
IEC 60079-1	Explosive Atmosphere – Part 1: Equipment Protection by Flameproof Enclosures ‘d’
IEC 60079-7	Explosive Atmosphere – Part 7: Equipment Protection by Increased Safety ‘e’
IEC 60079-14	Explosive Atmospheres – Part 14: Electrical Installation Design, Selection and Erection
IEC 60079-15	Explosive Atmosphere – Part 15: Equipment Protection by Type of Protection ‘n’
IEC 60079-18	Explosive Atmosphere – Part 18: Equipment Protection by Encapsulation ‘m’
IEC 60092-306	Electrical Installation in Ships – Part 306: Equipment – Luminaires and Lighting Accessories
IEC 60309	Plugs, Socket Outlets and Couplers for Industrial Purposes
IEC 60529	Degrees of Protection Provided by Enclosures (IP Code)
IEC 60598	Luminaires
IEC 60669	Switches for Household and Similar Fixed-electrical Installations
IEC 60928	Auxiliaries for Lamps – A.C. Supplied Electronic Ballast for Tubular Fluorescent Lamps – General and Safety Requirements
IEC 60947-5-5	Low Voltage Switchgear and Controlgear – Part 5-5: Control Circuit Devices and Switching Elements – Electrical Emergency Stop Device with Mechanical Latching Function
IEC 60947-7-1	Low Voltage Switchgear and Controlgear – Part 7-1: Ancillary Equipment – Terminal Blocks for Copper Conductors



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR ELECTRICAL BULK MATERIALS	OFSP-313-TS-ES2-SP-005		
		Rev.	0	Page

IEC 60947-7-2	Low Voltage Switchgear and Controlgear – Part 7-2: Ancillary Equipment – Protective Conductor Terminal Blocks for Copper Conductors
IEC 61537	Cable Management – Cable Tray Systems and Cable Ladder Systems
IEC 61892	Mobile and Fixed Offshore Units – Electrical Installations

2.2 Other Standards

ISO 3864	Graphical Symbols Safety Colors and Safety Signs
API 505	Recommended Practice for Classification of Locations for Electrical Installations at Petroleum Facilities Classified as Class 1, Zone 0, Zone 1 and Zone 2
DNVGL-OS-D201	Electrical Installation
DNVGL-OS-D301	Fire Protection

The design and engineering of the electrical installation shall satisfy all statutory requirements of the national and/or local authorities.

The electrical installation shall be suitable for the site conditions.

In the event of contradiction between the requirements of this document, IEC, ISO, or IP, the IEC shall prevail, provided the statutory obligations are satisfied.

2.3 Order of Precedence

Order of precedence in case of conflict between documents shall generally be:

- This Specification
- Reference Project Standards, Data Sheets, Specifications and Drawings
- International Codes and Standards

The above order of precedence is only a general guide, where a conflict and/or discrepancy exist between this specification and the above documents, drawings, codes, and/or standards, it is the responsibility of the **VENDOR** to bring it to the attention of the **COMPANY/CONTRACTOR** immediately for decision and disposition of the discrepancy or conflict.

In the event that the **VENDOR** fails to highlight any discrepancies and/or conflicts, the most stringent requirements shall apply. **COMPANY/CONTRACTOR**'s decision shall be binding on the **VENDOR** without any additional cost and schedule impact.

3 ENVIRONMENT CONDITIONS

All electrical equipment installed outdoors shall be suitable for operation on offshore environment conditions. The design environmental and climatic data are summarised below:

Outdoor

- Atmosphere : Saliferous and Marine
 - o Ambient Temperature
 - Maximum : 39°C





- Minimum : 20.5 °C
- Average : 27.1 °C
- Design : 40 °C
- Relative humidity
 - Maximum : 100 %
 - Minimum : 20 %
 - Average : 80 %

4 TECHNICAL REQUIREMENTS

4.1 General

The equipment shall be suitable for operating satisfactorily in the environment conditions and power supply specified in this specification. All equipment shall be protected for operation in tropical climate i.e. they shall be moisture and fungus proof.

Where the equipment is to be installed in a hazardous area, the VENDOR shall ensure that all electrical equipment and installations forming part of the system meet the requirements of IEC 60079.

All hardware such as fasteners, screws, bolts, nuts, washers, hinges, handles and etc shall be made of 316 stainless steel.

In order to protect operating personnel from accidental contact with live parts when performing thermal imaging measurements, all electrical equipment in places of possible access shall be equipped with transparent protective screens or barriers

4.2 Electrical Equipment in Hazardous Area

Proof of compliance of electrical equipment selected for use in hazardous areas, with the applicable protection technique standards detailed in section 5 of IEC 60079-14 shall be provided by means of certificate of conformity:

- Carrying IEC Ex certification in accordance with the IEC Ex scheme rule and certified to the IEC Standards recognised by such scheme,
- The use of other types of certification (e.g. ATEX) must have written approval from the COMPANY. In order for other types of certification to be accepted by the COMPANY, the VENDOR may be required to provide a Conformity Assessment Document from a Third Party.

Certifications shall indicate the suitability of the equipment for use in that Zone at maximum site ambient temperature.

Classified area certificates shall be submitted by VENDOR to the COMPANY for review and acceptance at enquiry stage. The certificates are to be arranged and compiled in a dossier by the CONTRACTOR including a Table of Contents for ease of reference.


Unless specified otherwise, electrical equipment installed outdoors shall generally be suitable for installation in a Zone 2, Gas Group IIA and Temperature Class T3 area.

4.3 Earthing Material

All earthing conductors, cable lugs, busbars and conductive fittings, shall be high conductivity copper. All earthing cable terminations shall be made using compression cable lugs. Cable lugs shall be coated and suitable for earthing cable size.

Earth bar shall be hard drawn tinned copper bar, with stand-off insulators (resin or polyester), stainless steel mounting bracket, disconnecting links and threaded brass studs for external earth



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR ELECTRICAL BULK MATERIALS	OFSP-313-TS-ES2-SP-005			
		Rev.	0	Page	9 of 13

cable connections. Threaded studs shall be complete with nuts, flat & spring washers. The quantity of studs for outgoing earth cables shall be as shown in installation detail drawing.

Earth bosses shall be stainless steel material of 30 mm by 40 mm diameter with M10 drilled and tapped holes and M10 x 60 mm long stainless steel threaded studs complete with stainless steel nuts, flat and spring washers.

All cable ladders/trays shall be bonded to main steel structures at interval not exceeding 25 metres.

Branch connection through parallel compression branch connector is not acceptable. After connection and testing, all exposed copper shall be coated with protective coating compound or to be wrapped with insulation tape.

4.4 Junction Box

Outdoor junction boxes shall conform to IEC 60079 and shall be minimum IP56, suitable for Zone 1 and Zone 2, Gas Group IIA and Temperature Class T3 hazardous area applications. Enclosures shall be surface mounted, made of electro-polished 316L stainless steel/ Marine grade Aluminum or LM6 aluminum alloy, with removable gland plates. No holes or entrance provisions shall be provided on top of junction boxes even if they are sealed with plugs.

An Ex-certified breather/drain device shall be installed in each outdoor enclosure that is higher than 8 litres in volume.

4.5 Choke Unit

The surface choke is a 5000 V interface module that allows the surface interface unit or panel to communicate with the downhole gauge.

The Choke Unit shall be connected to the secondary high voltage winding terminals of the step-up transformer and provide an artificial neutral wye point.

The Choke Unit shall protect surface equipment of downhole monitoring system (DMS) from high voltage using a very large inductor.

Fuses, transient protection devices, and voltage clamps within the choke module protect from ESP faults propagating into the low voltage of DMS Surface Equipment

The Choke shall be external cabinet-type made of stainless steel SS316 with NEMA4x grade equipment protection.

Inside box, shield shall be used to prevent touching of live electric parts. There must be a lock to prevent accessing by unauthorized personals.

4.6 Conduits and Accessories

Outdoor conduit/conduit fittings including conduit boxes shall be of rigid epoxy coated galvanized ferrous. All conduit termination shall have a minimum of five threads fully engaged. Conduit shall be heavy duty type. Pipe and pipe fittings are not permitted in any conduit installation.

4.7 Cable Glands and Accessories

All -braided armoured cable entries into equipment shall be made by means of suitable Nickel Plated brass double compression cable glands with an armour-clamping feature, with inner and outer seals providing minimum ingress protection of IP56, ISO metric threads, complete with locknut and earth tags. Barrier glands shall be used if the cables are not of the effectively filled type.

Cables shall be terminated, glanded.

Ex'e' and Ex'd' certified adaptors shall be used to match metric glands to non-metric entries.





Cable glands shall be provided to suit the type of cable and termination box/ enclosure, and shall be of the appropriate type of protection, e.g. Ex'd', Ex'e'. Effective earth continuity shall be ensured between the cable armour/braid and the gland plate or the internal earth terminal.

Outdoor cable glands should be IP56, Ex'e' as minimum.

All HV terminations shall be carried out using appropriate termination kits.

When required, heat shrinkable sleeves shall be used to prevent the ingress of moisture into the cable termination and cable end.

4.8 Remote monitoring system

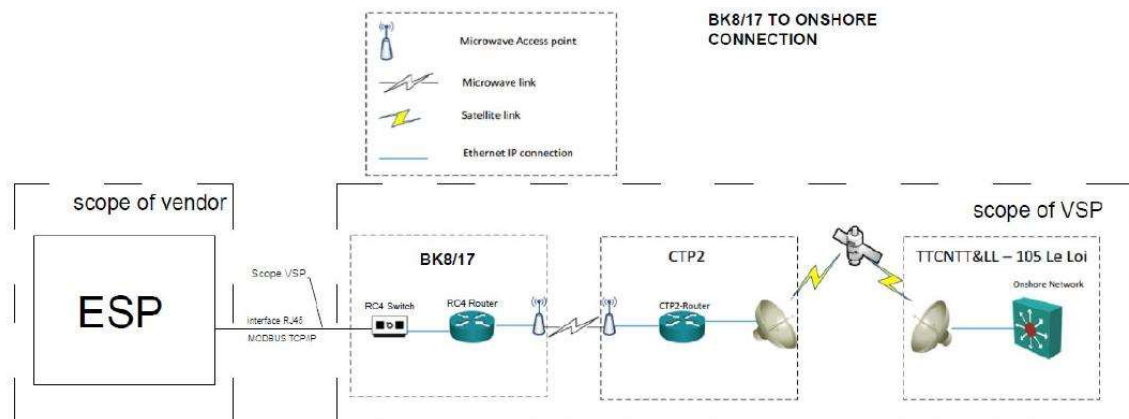
The system for remote monitoring of well performance parameters and control of ESP operation should be integrated as part of a software solution (including hardware components/ necessary equipment).


The system should include:

- Collection and transfer of data from DCS (Data Collection) via satellite;
- Data collection - Internet access to data from virtually anywhere in the world and transfer through a secure SSL connection;
- Control of access rights for various groups of personnel;
- remote transmission of well operation data (operating parameters of the ESP);
- remote notification in case of deviation from operating parameters and stopping ESP;
- visualization of well performance parameters (graph of the ESP pressure-flow characteristic, frequency response and others);
- downloading of historical data of well's operation;
- remote control of the ESP operation: stop/start, change the frequency, change the VSD settings and others.

Software should be installed on the server of the Vietsovpetro with perpetual licenses. Maintenance and technical support must be provided within 1 year. Data of operation ESP should be stored on the Vietsovpetro's server.

A typical connection diagram of a remote monitoring system for collecting and transmitting data is shown in the example below.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR ELECTRICAL BULK MATERIALS	OFSP-313-TS-ES2-SP-005			
		Rev.	0	Page	11 of 13

5 NAMEPLATES AND LABELS

All equipments, and enclosures, including explosion-proof panel boards shall be provided with a general equipment nameplate. The materials nameplates and labels material shall be 316L stainless steel, and the lettering shall be engraved and then coloured black. It shall be mounted on the outside of the equipment and riveted or screwed to the outside with stainless steel fasteners.

Nameplates and tags shall be provided for panels and devices, including all push buttons, selector switches, circuit breakers, starters, distribution panels and cables.

The information given on the nameplate shall include the following:

- Manufacturer's name and trademark.
- The year of manufacture.
- The purchase order number.
- Type designation or identification number making it possible to obtain relevant information from the manufacturer.
- Equipment tag number.
- Rated voltages of auxiliary circuits.
- Rated current.
- Maximum peak and thermal short-circuit ratings with withstand time in seconds.
- Number of phase.
- Frequency.
- Degree of protection.
- Area classification rating
- Service conditions.

Labels shall be of the following background colour and engraving:

- Identification nameplates - White background with black engraving
- Caution nameplates - Yellow background with black engraving
- Warning nameplates - Red background with white engraving

Signs alerting personnel of voltage levels present shall be posted at the following locations:


- All equipment and enclosures which may be accessed without the use of a tool and contain non-insulated conductors or other devices operating at over 50 V.
- All equipment and enclosures which contain non-insulated conductors or other devices operating at and over 220V and which do not bear a manufacturer's label stating operating voltages.
- All equipment and enclosures with operating voltages at and over 380V.

Wording shall be, "CAUTION XXX VOLTS" for voltages 1000V and below or, "DANGER - HIGH VOLTAGE" for voltages above 1000V.

6 SPARE PARTS

The **VENDOR** shall include in their scope of supply the spares required for pre- commissioning, commissioning and start-up as required. A list of pre-commissioning, commissioning and start-



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR ELECTRICAL BULK MATERIALS	OFSP-313-TS-ES2-SP-005			
		Rev.	0	Page	12 of 13

up spares considered for each package shall be submitted to COMPANY/CONTRACTOR for review.

A recommended spare parts list for two (2) years of operation shall also be submitted for CONTRACTOR's review and purchase separately.

Recommended spares shall take into account related factors of equipment reliability, costs of parts and availability of equipment service facilities.

All spare parts furnished by the VENDOR shall be wrapped and packed to preserve items as new condition under normal storage anticipated in tropical climates. The same parts shall be properly tagged by stainless steel tags and coded so that later identification as to their intended usage will be facilitated.

All items supplied shall be packaged separately and clearly marked as 'Spare Parts' and shipped with the equipment. Packing lists shall be furnished complete and in detail so that parts can be handled without un-crating, if desired.

VENDOR shall provide adequate and all commissioning and start-up spares including all VENDOR recommended spares.

7 QUALITY INSPECTION AND TESTING

VENDOR shall provide a detailed Factory Acceptance Test (FAT) and inspection procedure for the COMPANY's approval prior to actual Inspection & Testing. VENDOR's approved FAT procedure and COMPANY specification shall form the basis for the inspection and testing requirements. This shall be approved by the COMPANY before testing can commence.

COMPANY or COMPANY's authorised representative shall be granted access to VENDOR's premises for inspection and verification of materials and work at any time. All material and test certificates and test report shall be presented to the Inspector for verification.

VENDOR shall ensure that all necessary equipment, services, etc that may be required for the inspection and test are available at no extra cost. All defective components shall be replaced immediately and re-tested.

8 PACKING AND SHIPPING

VSP's minimum requirements of packing and shipping are indicated in the TR package.

9 GUARANTEE

VSP's minimum requirements of Guarantee are indicated in the TR package.

10 QUALITY ASSURANCE

The VENDOR and his Sub-VENDOR shall operate a quality system satisfying the latest ISO 9001 Quality Standards, or agreed equivalent standard, commensurate with the goods and services provided.


The VENDOR shall demonstrate evidence of Quality Assurance in all aspects of the VENDOR's current design and manufacturing practices.

11 DOCUMENTATION

The following documents shall accompany the electrical bulk materials that are delivered:

- Installation and Operation Manual.
- Valid Ex certification (if applicable).
- Component / parts list.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR ELECTRICAL BULK MATERIALS	OFSP-313-TS-ES2-SP-005			
		Rev.	0	Page	13 of 13

The above mentioned documents shall be compiled by Vendor, bound and delivered together with the relevant materials.

THE END OF DOCUMENT





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



AGREED BY
Deputy Chief Engineer
JV Vietsovpetro

APPROVED BY
Chief Engineer
JV Vietsovpetro

Bovt A.V.

Lê Việt Dũng

**PROJECT NAME : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

**DOCUMENT TITLE : SPECIFICATION FOR SURFACE ELECTRICAL
CABLES**


DOCUMENT NO. : OFSP-313-TS-ES2-SP-004

PHASE : PDM

CONTROLLED

CO-EXECUTOR			RPREPARED		CHECKED	
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE						
OIL AND GAS PRODUCTION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE						
			DC L.T. HANG	ENG.MGR KHOVRIN V.A.	PRO.MGR AVDEEV A.S.	
0	IFA	07.03.2025				
REV.	DES.	DATE	PREP BEDNIAKOVA J.V.	CHK. ISATOV D.O.	DPT.MGR ISATOV D.O.	



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES		OFSP-313-TS-ES2-SP-004	
	Rev.	0	Page	2 of 15

APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2,
PARAGRAPH 2.1 OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Head of Mechanical Energy and
Automation Department,
JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2,
PARAGRAPH 2.1.2 OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Deputy Head of Technical &
Production department,
JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
of OGPE

Popov A.A.

VISA:





UNIFICATION OF EQUIPMENT FOR EQUIPPING A
TYPICAL WELL WITH ELECTRIC SUBMERSIBLE
PUMP
**SPECIFICATION FOR SURFACE ELECTRICAL
CABLES**

OFSP-313-TS-ES2-SP-004

Rev.

0


Page

3 of 15

TABLE OF CONTENTS

1	INTRODUCTION	4
	1.1 Purpose of Document	4
	1.2 Definitions and Abbreviations	4
	1.2.1 Definitions	4
	1.2.2 Abbreviations	4
	1.3 Statement of Compliance	5
2	CODES, STANDARDS AND APPLICABLE DOCUMENTS	6
3	SCOPE OF WORK AND SUPPLY	7
4	TECHNICAL REQUIREMENTS	7
	4.1 Operating Conditions	7
5	DESIGN AND CONSTRUCTION	8
	5.1 General	8
	5.2 Cable Color and Identification	9
	5.3 High Voltage Cables	9
	5.4 Low Voltage Cables	10
	5.5 Instrumentation Cables	10
	5.6 Special Cables	11
	5.7 Information Required from Vendor	11
6	INSPECTION, TESTING AND CERTIFICATION REQUIREMENTS	12
	6.1 General	12
	6.2 Inspection and Testing	13
7	PACKING AND SHIPPING	13
8	GUARANTEE	14
9	QUALITY ASSURANCE	14
10	CERTIFICATE AND DOCUMENTATION	14



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	4 of 15

1 INTRODUCTION

This document, together with the project datasheets provided separately, defines the minimum requirements for supply, engineering, materials, fabrication, inspection, testing, certification, painting, preparation for shipment, packing, forwarding, transport and documentation for surface electrical equipment for equipping a typical well with electric submersible pump.

The VENDOR shall ensure that all equipment and services supplied meet the requirements of this specification, the project data sheets, Codes & Standards and specifications nominated herein.

Surface electrical equipment of the ESP for oil and gas producing wells is intended for placement on a stationary offshore platform of the BK or MSP type in the open air under cover from atmospheric precipitation.

The platforms are located at the fields of the JV Vietsovetro, approximately 145 km southeast of Vung Tau, on the shelf of the Socialist Republic of Vietnam.

1.1 Purpose of Document

This specification defines the minimum requirements for the supply, design, materials, fabrication, inspection, testing and preparation for shipment and documentation for the electrical power, control and special cables for VSP's project.

It must be read with all relevant codes of practice, standard drawings, project specifications and international codes & standards specified in this document.

This document specifies the applicable project documents, documentation requirements and inspection requirements for this package

1.2 Definitions and Abbreviations

1.2.1 Definitions

PROJECT	Unification of Surface electrical equipment for equipping a typical well with electric submersible pump
COMPANY	The party which initiates the project and ultimately pays for its design and construction and owns the facilities. Here the COMPANY is Vietsovetro (Referred to as VSP)
CONTRACTOR	The party which carries out all or part of the design, engineering, procurement, construction and commissioning of the project
VENDOR	The party on which the order or contract for supply of the equipment / package or services is placed
Shall	Indicates a mandatory requirement
Should	Indicates a recommendation

1.2.2 Abbreviations

AC	Alternating Current
CU	Copper
TCWB	Copper Wire Braided, Tinned
DC	Direct Current





UNIFICATION OF EQUIPMENT FOR EQUIPPING A
TYPICAL WELL WITH ELECTRIC SUBMERSIBLE
PUMP
**SPECIFICATION FOR SURFACE ELECTRICAL
CABLES**

OFSP-313-TS-ES2-SP-004

Rev.

0

Page

5 of 15

EPR	Ethylene Propylene Rubber
FAT	Factory Acceptance Test
HFE	Halogen Free Elastomer
IEC	International Electrotechnical Commission
IVB	Independent Verification Body
LSZH	Low Smoke Zero Halogen
LV	Low Voltage
MGT	Mica Glass Tape
MV	Medium Voltage
PE	Polyethylene
PVC	Polyvinyl Chloride
RP	Reduced Propagation
SDRL	Supplier Document Requirement List
SMDL	Supplier Master Document List
SWB	Steel Wire Braided, Galvanised
XLPE	Cross Linked Polyethylene
SCR	Screen made by Aluminium plated Polyethylene Terephthalate tape and Stranded copper drain core

1.3 Statement of Compliance

Vendor shall guarantee the cables complies with this specification and is properly designed, constructed and suitable for the specified requirements.

The cables shall be tested in the Vendor's works to prove capability and compliance with this specification. All tolerances shall be in accordance with this specification, and relevant IEC standards.


If the cables fail to comply with the specification, COMPANY/CONTRACTOR reserves the rights to reject the cables, or allow the Vendor to rectify the problem and retest, free of charge to the COMPANY/CONTRACTOR.

The Vendor shall notify the CONTRACTOR of any apparent conflict between this Specification, Drawings, Datasheets, Codes and Standard, and any other relevant documents. Resolution and/or interpretation precedence shall be obtained from CONTRACTOR in writing before proceeding with design/ manufacture.

All deviations from the requirements of the specification shall be clearly stated in the Bid Documentation using the 'Manufacturer/Supplier Deviation Form'. In the absence of such a statement, it shall be deemed that all requirements of this specification are fulfilled without exception.

All deviations from the requirements of the specifications shall be obtained approval from COMPANY/CONTRACTOR in writing before proceeding with design/ manufacture.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	6 of 15

2 CODES, STANDARDS AND APPLICABLE DOCUMENTS

The Vendor shall comply with all applicable sections of the latest edition/ revision of drawings, specifications, datasheets, regulations and international codes as listed below.

CODES AND STANDARDS

IEC 60092 - 350	Shipboard power cables – General Construction and Test Requirements
IEC 60092 - 353	Single and multicore non-radial field power cables with extruded solid insulation for rated voltages 1 kV and 3 KV
IEC 60092 - 354	Single and three core power cables with extruded solid insulation for rated voltages 6kV($U_m = 7.2kV$) up to 30 kV ($U_m = 36kV$)
IEC 60092 - 360	Insulation and Sheathing materials for shipboard power and telecommunication cables
IEC 60092 - 375	Shipboard telecommunication cables and radio-frequency cables – General instrumentation, control and communication cables
IEC 60092 - 376	Cables for control and instrumentation circuits 150/250 V (300 V)
IEC 60228	Conductors of insulated cables
IEC 60331	Fire-resisting characteristics of electric cables
IEC 60332	Tests on electric cables under fire conditions
IEC 60446	Identification of conductors by colours or numerals
IEC 60754	Test on gas evolved during combustion of materials from cables
IEC 61034	Measurement of smoke density of cables burning under defined conditions
IEC 61892	Mobile and fixed offshore units – Electrical installations
NEK 606	Cables for offshore installation halogen-free and/or mud resistant Technical Specification
ASTM D2863	Standard test method for measuring the minimum oxygen concentration to support candle-like combustion of plastics (Oxygen Index)
ASTM E662	Standard test method for specific optical density of smoke generated by solid materials
UL 1581	Reference standard for electrical wires, cables and flexible cord – limited to clauses relating to physical properties after immersion in oil

Order of precedence in case of conflict between documents shall generally be:

- This Specification
- Reference Drawings
- Reference Project Standards and Specifications
- International Codes and Standards





UNIFICATION OF EQUIPMENT FOR EQUIPPING A
TYPICAL WELL WITH ELECTRIC SUBMERSIBLE
PUMP
**SPECIFICATION FOR SURFACE ELECTRICAL
CABLES**

OFSP-313-TS-ES2-SP-004

Rev.

0

Page

7 of 15

The above order of precedence is only a general guide, where a conflict and/or discrepancy exist between this specification and the above documents, drawings, codes, and/or standards, it is the responsibility of the Vendor to bring it to the attention of the COMPANY/CONTRACTOR immediately for decision and disposition of the discrepancy or conflict.

In the event that the Vendor fails to highlight any discrepancies and/or conflicts, the most stringent requirements shall apply. COMPANY/CONTRACTOR's decision shall be binding on the Vendor without any additional cost and schedule impact.

3 SCOPE OF WORK AND SUPPLY

Vendor shall supply Electrical Power, Control and Special Cables including all drawings and documents in accordance with this specification.

The Vendor shall, wherever possible, draw upon his existing, pre-engineered or standard designs to satisfy the requirements of the specifications.

The scope of work and supply shall in addition include but not limited to the following:

- a) Provision of quality assurance scheme in accordance to the ISO 9001 or equivalent to ensure all work performed conforms to this Specification;
- b) Relevant documentation and drawings;
- c) Inspection and testing in accordance with this Specification;
- d) Packing, preservation, preparation for shipment and delivery of equipment.

The Vendor shall provide comprehensive material take off list. The list shall have clear material descriptions and stated material quantities.

The Vendor shall submit full technical details of the electrical power, control and special cables, which meet the requirements, detailed herein. Aspects of the requirements, which cannot be met, shall be identified and the variances explained using the 'Manufacturer/Supplier's Deviation Form'.

4 TECHNICAL REQUIREMENTS

4.1 Operating Conditions

The Electrical Power, Control and Special Cables shall function without any effect on its reliability under ambient conditions.


The atmosphere shall be assumed to be salt-laden, corrosive and humid.

The design environmental and climatic data in which the electrical power, control and special cables are operated in are summarised as below:

Outdoor

- Atmosphere : Saliferous and Marine
 - o Ambient Temperature
 - Maximum : 39°C
 - Minimum : 20.5 °C
 - Average : 27.1 °C
 - Design : 40 °C
 - o Relative humidity
 - Maximum : 100 %



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	8 of 15

- Minimum : 20 %
- Average : 80 %

Where VENDOR's standard design does not meet the operating conditions, VENDOR shall give details of the technical changes and commercial impact of complying with stated conditions.

5 DESIGN AND CONSTRUCTION

5.1 General

All cables herein specified shall be new and unused, recently manufactured, and free from all defects and imperfections that would affect their performance.

Cables Vendor must have at least 2 years of proven offshore and onshore field experience with good client reference. The cables specified shall be a product regularly manufactured by the Vendor.

The cables shall be manufactured in accordance with IEC 60092 series.

Cables shall be manufactured in one continuous length up to the maximum permissible cable drum length. Splices in conductors, insulation or sheaths are not acceptable.

All cables shall be at least flame retardant, low smoke and halogen free.

Cables that necessarily are located so they may come into contact with mud are to be constructed of materials resistant to oil based mud to comply with Nek 606.

Cable conductors of LV cables shall be made of Class 2, concentric stranded, continuous copper conductor made up from fully annealed stranded tinned round copper wires, free from slivers, splinters, scales or other imperfections in accordance to IEC 60228.

Non-hygroscopic fillers shall be used to maintain a circular formation (i.e. filled the cable cross section).

Cable armour for multi-core cables shall be tinned Copper Wire Braided (TCWB);

The cable inner and outer sheath shall be extruded over the insulation and armour.

The conductor shall have a temperature rating of 90°C for continuous operation, 130°C for emergency overload, and 250°C under short circuit conditions.

All cable outer sheaths shall be resistant to direct sunlight (ultra-violet) in accordance with UL 1581, colour fading, scuffing and rough handling.

Conductors shall be formed to minimise interior voids or if circular, the interior voids shall be homogeneous filled with non-hygroscopic fillers.

The minimum cross section for power and control cables shall be 2.5 mm² and 1.5 mm² respectively.


Cable voltage designation U_o/U (U_m) as per IEC 60502 is defined as:

U_o = is the rated power frequency voltage between conductor and earth or metallic screen, for which the cable is design;

U = is the rated power frequency voltage between conductors, for which the cable is design;

U_m = is the maximum value of the 'highest system voltage' for which the equipment may be used.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	9 of 15

5.2 Cable Color and Identification

The electrical cables outer sheath colour shall be as follows:

Low voltage cables	-	BLACK
High voltage cables	-	RED
Fire Resistant cables	-	ORANGE
Earthing cables	-	YELLOW/GREEN

The identification colour for power cables insulation shall be as follows:


Outer Sheath	-	see details above
Single Conductor	-	BLACK
Twin Conductors	-	BROWN (L) and BLUE (N)
Twin Conductors + PE	-	BROWN (L1), BLUE (N) and GREEN with YELLOW stripe
Three Conductors	-	BROWN (L1), BLACK (L2) and GREY (L3)
Three Conductors + PE	-	BROWN (L1), BLACK (L2), GREY (L3) and GREEN with YELLOW stripe
Four Conductors	-	BROWN (L1), BLACK (L2), GREY (L3) and BLUE (N)
Four Conductors + PE	-	BROWN (L1), BLACK (L2), GREY (L3), BLUE (N) and GREEN with YELLOW stripe

5.3 High Voltage Cables

The high voltage ($U > 1\text{kV}$, for final voltage level refer to technical requirement for each project), Tinned Copper Wire Braided (TCWB) power cables for indoor/ outdoor hazardous and non-hazardous areas, shall be Cu/EPR/LSZH/TCWB/LSZH SHF or SHF Mud if required, LSZH rated 90°C for 50Hz (and above) service and constructed as follows:

- | | | |
|-------------------------|---|--|
| (a) Conductors | : | Circular, stranded/solid and tinned annealed copper as per IEC 60228, Class 2. |
| (b) Conductor screen | : | Layer of semi-conducting material. |
| (c) Insulation | : | EPR to IEC 60092-360. |
| (d) Insulation screen | : | A semi-conducting compound layer and metallic screen (or tinned copper tape). |
| (e) Core identification | : | By colour or coloured tape on the insulation screen. |
| (f) Bedding | : | Flame retardant and halogen free thermoset compound. |
| (g) Armour | : | Tinned Copper Wire Braided (TCWB). |
| (h) Outer sheath | : | Extruded layer of flame retardant to IEC 60332-3 Cat. A (reduced propagation), LSZH SHF mud outer sheath compound accordance with NEK TS 606 (If required for mud resistance). |
| (i) Requirement | : | IEC 60092-360, IEC 60092-354, IEC 60092-754, IEC 60228, IEC 60332-3 Cat. A, IEC 61034, NEK 606 (If required). |



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	10 of 15

5.4 Low Voltage Cables

The low voltage 600/1000V flame retardant, mud resistance (if required), Tinned Copper Wire Braided (TCWB) multi-core/single core power cables and control circuit cables for indoor/outdoor hazardous and non-hazardous areas, shall be Cu/EPR/LSZH/TCWB/LSZH SHF or SHF Mud if required, rated 90°C for 50Hz service and constructed as follows:


- (a) Conductors : Circular shaped, tinned annealed stranded copper as per IEC 60228, Class 2.
- (b) Insulation : EPR to IEC 60092-360.
- (c) Core identification : By colour code.
- (d) Inner sheath : LSZH compound to IEC 60092-360.
- (e) Armour : Tinned Copper Wire Braided (TCWB).
- (f) Outer sheath : Extruded layer of flame retardant to IEC 60332-3 Cat. A (reduced propagation), LSZH SHF mud outer sheath compound accordance with NEK TS 606 (If required for mud resistance).
- (h) Requirement : IEC 60092-350, IEC 60092-360, IEC 60092-353, IEC 60228, IEC 60332-3 Cat. A, IEC 60754, IEC 61034, NEK 606 (If required).

5.5 Instrumentation Cables

Instrumentation Cable construction shall be as per IEC 60092-376; NEK TS 606. In general, conductor insulation rating shall be as a minimum 150/250V (300V) in accordance with IEC 60092-3. For fire resistant and flame retardant cables both 300V and 600V rated voltage are acceptable. Maximum operating temperature 85°C.

- (a) Conductors : Tinned annealed stranded copper as per IEC 60228, Class 2.
- (b) Insulation : EPR to IEC 60092-360.
- (c) Individual Screen : Aluminium back polyester tape, stranded copper drain core
- (d) Overall Screen (as optional). : Aluminium back polyester tape, stranded copper drain core.
- (e) Fire resistant layer : Fire resistant layer to IEC 60331 shall be mica glass tapes applied over the conductor. Cable must be able to withstand 750°C for 3 hours.
- (f) Core identification : By colour code.
- (g) Inner sheath : LSZH compound to IEC 60092-360.
- (h) Armour : Tinned Copper Wire Braided (TCWB).
- (i) Outer sheath : Extruded layer of flame retardant compound outer sheath to IEC 60332-3 Cat A (reduced propagation). Fire resistance as per IEC 60331. Halogen-free mud resistant thermoset compound in accordance with type SHF Mud in accordance with NEK TS 606.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	11 of 15

- (j) Requirement : IEC 60092-350, IEC 60092-360, IEC 60228, IEC 60332-3 Cat. A, IEC 60754, IEC 61034, IEC 60092-376, IEC 60331, NEK 606.

5.6 Special Cables

The special cable shall be a high voltage wire to create an artificial neutral point and transmit high frequency signals from the Downhole Monitoring System through the Choke unit. Temperature Range not less 90°C, Voltage Rating 5000 V RMS


- (a) Conductors : Tinned annealed stranded copper as per IEC 60228, Class 5.
(b) Insulation : EPR or Composite Extruded Silicone Rubber
(c) Color : Red

5.7 Information Required from Vendor

Vendor shall submit with his bid the information listed below for every cable size included and specified in the Specification.

- e) The standards applicable to the cables offered.
f) Oxygen index and acidic emission factor of inner and outer sheath.
g) Standard drum length, size and weight.
h) Maximum cable length per drum, size and weight.
i) Dimensions.
- Number and size of conductors making up then cross-sectional area of each core
 - Nominal section area (mm²)
 - Composition or shape (no./mm)
 - Outer diameter
 - Insulation thickness
 - Diameter under and over amour
 - Diameter of armour wire
 - Outer sheath thickness
 - Overall diameter with maximum and minimum tolerance
- j) Weight per meter.
k) Current capacity.
l) De-rating factor for:
- Ambient temperature
 - Spacing and group



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	12 of 15

- Connection in trefoil
 - Connection in parallel
 - Etc.
- m) Reactance per meter at 50Hz.
- n) Capacitance per meter at 50Hz.
- o) Short circuit withstand capacity with respect to time.
- p) Maximum allowable pulling tension for each size and type of cables.
- q) Minimum allowable bending radius for each size and type of cables.
- r) Test certificates.

6 INSPECTION, TESTING AND CERTIFICATION REQUIREMENTS

6.1 General

COMPANY or its representative shall have free access to the plants of Vendor and his Sub-Vendor's during fabrication, assembly, and testing of the equipment. Inspection visit shall be coordinated thru Vendor's Project Manager.

Prior to shipment, the Vendor shall carry out the required Factory Acceptance Tests (FAT) in the presence of COMPANY/CONTRACTOR engineers or their appointed representatives. The COMPANY/CONTRACTOR will specify to the Vendor the extent of his participation in the inspection and testing.

COMPANY/CONTRACTOR may require additional testing if test results are unsatisfactory or marginal at no additional cost to the COMPANY/CONTRACTOR. Any rejected cables shall be replaced to COMPANY/CONTRACTOR's satisfaction and test shall be repeated at Vendor's cost.

COMPANY/CONTRACTOR shall be given the opportunity to inspect Vendor's manufacturing facilities including Sub-Vendor's facilities to confirm that satisfactory quality assurance (Q.A) and production procedures are being implemented. Vendor shall make available all relevant Q.A. procedures for review.

All rights of COMPANY/CONTRACTOR in respect of Inspection and Testing shall also, upon COMPANY/CONTRACTOR's request, be extended to any and all third parties authorised by COMPANY.

Vendor shall furnish, immediately on award of order, the names of:


- a) The Works Manager and his assistants to whom contact should be made for inspection of the equipment.
- b) The Office Engineer and his assistants to whom contact should be made for technical queries, and manufacturing and expediting progress.

During manufacturing of the cables, Vendor shall establish and maintain an inspection and quality control program to ensure adherence to the applicable codes and this specification.

Any unsatisfactory material, cables, or workmanship shall be replaced to COMPANY/CONTRACTOR's satisfaction at Vendor's cost.

All pre-requisites for test such as temporary interconnections, test instruments, etc. as well as the actual conduct and documentation of tests shall be the responsibility of Vendor.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	13 of 15

The Vendor shall inform COMPANY/CONTRACTOR as part of the Bid, if any of the specified tests cannot be performed. In the absence of such a statement, it shall be understood that all requirements of this specification are fulfilled without exception.

6.2 Inspection and Testing

The cables shall be tested in accordance to the codes & standards listed in Section 2. The tests shall include but not limited to the following:

Type Tests

- a) The Vendor shall supply copies of certificates indicating the results of the type tests. These type tests must have been performed at the Vendor's plant or by a recognized testing authority to IEC requirements.

Routine Test

These tests shall be performed on each reel of wire or cable before shipping. Routine tests shall be conducted based on IEC requirements. Both ends of each wire or cable shall be accessible after it is wound on its reel to allow final testing on the reel. These tests shall include, but not limited to the following:

- b) High potential test, minimum voltage shall be in accordance to the relevant IEC standards.
- c) Conductor resistance tests.
- d) Conductor, armour, screen/drain wire continuity tests.
- e) All low voltage power, control and instrument wire and cables shall have megger testing carried out using a 500V DC megger unit. Cables shall be meggered conductor to conductor, conductor to armour, and conductor to shield (for shielded cables). The insulation value shall be a minimum of 100 Mega-ohms per 1000 meters.

Any unsatisfactory or rejected cables shall be replaced to COMPANY/CONTRACTOR's satisfaction at Vendor's cost.

After testing, the ends of the cables or wires shall be sealed to prevent the ingress of moisture.

Certificates of Test shall be provided for the cables to prove that it has been satisfactorily tested to meet all requirements of its appropriate manufacturing standards, whether or not witnessed by the COMPANY/CONTRACTOR. Where appropriate, test certificates shall state values for all test results.


Vendor shall be responsible to carry out all inspection and tests as required at the Vendor's Works.

The overall responsibility for cables inspection rests with the Vendor. However, COMPANY/CONTRACTOR and COMPANY/CONTRACTOR's inspection representative, reserve the right to inspect the cables at any time during manufacture to ensure that materials and workmanship are in accordance with the requirements of this specification, the applicable codes and other associated standards. Inspection by COMPANY/CONTRACTOR or its representatives will in no way relieve the Vendor of any of his responsibilities for ensuring that the cables meets all the requirements of this specification.

7 PACKING AND SHIPPING

VSP's minimum requirements of packing and shipping are indicated in the TR package.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	14 of 15

8 GUARANTEE

VSP's minimum requirements of Guarantee are indicated in the TR package.

9 QUALITY ASSURANCE

The Vendor and his Sub-Vendors shall operate a quality system satisfying the latest ISO 9001 Quality Standards, or agreed equivalent standard, commensurate with the goods and services provided.

The Vendor shall demonstrate evidence of Quality Assurance in all aspects of the Vendor's current design and manufacturing practises. Quality Control procedures covering all aspects of design, manufacturing, inspection and test relevant to the equipment shall be included.

10 CERTIFICATE AND DOCUMENTATION

The Vendor documentation requirements together with the required quantities are given on the SDRL forms. As a minimum, Vendor is responsible to provide documentations as defined in this specification. Vendor is responsible for all documentation in strict accordance with the requirements of the specifications suitable for marine/offshore application.

CONTRACTOR/COMPANY reserves the right to request additional drawings and documents or copies of drawings and documents to verify Purchase Order compliance without cost variation.

Vendor shall identify the planned and actual submissions to CONTRACTOR/ COMPANY on their master drawing and document schedules i.e. computerised Supplier Master Document List (SMDL). The responsibility of updating the SMDL shall rest with Vendor.

The Vendor shall furnish soft copies of drawings/documents that are of suitable first generation quality. Drawings that are, in COMPANY/CONTRACTOR's opinion, not of suitable quality will be returned to the Vendor for resubmission.

Approval of drawings/documents by the CONTRACTOR/COMPANY shall in no way relieve the Vendor responsibility for the correctness of information, their conformance with stated requirements or acceptability of equipment and materials. This responsibility rests solely with the Vendor.


The Vendor shall allow the CONTRACTOR/COMPANY five (5) working days to review and respond to the Vendor's submission of documentation. The fifteen working days is defined as from time of receipt by the CONTRACTOR/COMPANY to the time of despatch. Vendor shall allow this review period in his production schedule. However work shall proceed without delay in the event of late return of the documentation by the CONTRACTOR/COMPANY.

A review status will be assigned by the CONTRACTOR/COMPANY to documents submitted by the Vendor for review or approval. The following review status codes will be used:

- Code 1: Approved
- Code 1*: Approved with comments as noted
- Code 2: Opened comment. Document shall be resubmitted before proceeding
- Code 3: Document is rejected, to be resubmitted before proceeding
- Code 4: For information only

Within 10 working days of receipt of a marked-up document, the Vendor shall issue a revised document incorporating all comments and other specified details not included in the first issue. The CONTRACTOR/COMPANY will review documents and return with any further comments. If documents are revised, all sheets under cover of one project document number shall have a new revision number and be resubmitted. The document must be complete even if the revision is minor.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR SURFACE ELECTRICAL CABLES	OFSP-313-TS-ES2-SP-004			
		Rev.	0	Page	15 of 15

All such resubmissions (irrespective of the number of times) are part of the Vendor's Lump Sum Price.

All documents furnished by the Vendor shall have a revision code following the document number. For specifications, technical reports and other written material, the following shall apply: Changes in one official issue from the last shall be clearly indicated by a vertical line in the right hand margin adjacent to the current change and in addition the revision number code is to be indicated within a triangle. All changes from the last previous issue shall be thus indicated. Changes to drawings are to be shown in a similar fashion by "clouding in" the change and placing the revision code in a triangle inside the "cloud".

Within 2 weeks after delivery of Equipment/Materials, 1 copy of Final Factory As Built Documentation (draft set) shall be transmitted to CONTRACTOR/COMPANY for review. The required number of sets of Final Documentation shall be submitted after the draft set is accepted. Replacements of any Final Factory As Built documentation with onshore or offshore as built as a result of changes is part of Vendor's Lump Sum Price.

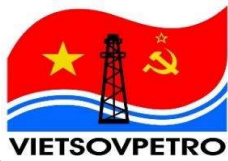
Vendor shall submit as a minimum the following information:

- Type test certificates (copies) issue by a recognized testing agency shall be supplied for the Cables.
- Type approval certificates (copies) issued by recognized certifying agencies (DNV, ABS, Lloyd, UL, GL,...) for cables.
- Vendor's final technical offer, technical clarifications and brochures
- Purchase Order
- Cable datasheets
- Cable cross section drawings
- Inspection and Test Plan
- Factory Acceptance Test Procedures
- Factory Acceptance Test Report
- Operation, maintenance and commissioning manual (if applicable)
- Vendor Data Book (Binding containing all drawings, documents and certificates)

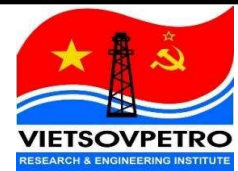
Vendor shall at all times, maintain at the Vendor works/site office and update to current status a master set of red lined as-built drawings as work progresses. This set of master red lined drawings shall not be removed from the Vendor's works/site office. COMPANY/CONTRACTOR reserves the rights to inspect and review this set of master red lined as-built drawings. If Vendor needs a set of drawings for field installation, a separate set with "Field Use Only" stamped on every page of the drawings shall be used.

THE END OF DOCUMENT





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



AGREED BY
Deputy Chief Engineer
JV Vietsovpetro

APPROVED BY
Chief Engineer
JV Vietsovpetro

Bovt A.V.

Lê Việt Dũng

**PROJECT : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

DOCUMENT TITLE : DATA SHEET FOR CHOKE UNIT

DOCUMENT No : OFSP-313-TS-ES2-DS-004

PHASE : PDM

CONTROLLED

CO-EXECUTOR			RPEPARED		CHECKED			
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
OIL AND GAS PRODUCTION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.	PRO.MGR	AVDEEV A.S.
0	IFA	07.03.2025						
REV	DES	DATE	PREP	BEDNIAKOVA J.V.	CHK	ISATOV D.O.	DPT.MGR	ISATOV D.O.





APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2025**

Head of Mechanical Energy and
Automation Department,
JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
Department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1.2
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Deputy Head of Technical &
Production department,
JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
of OGPE

Popov A.A.

VISA:





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP

OFSP-313-TS-ES2-DS-004

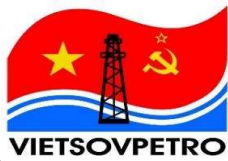
DATA SHEET FOR CHOKE UNIT

Rev. 0 Page 3 OF 3

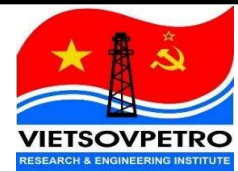
TO BE COMPLETED BY CONTRACTOR & MANUFACTURER

1	ITEM: NEUTRAL CHOKE CONSOLE	QUANTITY: NOTE 1
2	General Specification: OFSP-313-TS-ES2-SP-005	Standards, codes: Refer Clause 2 of General Specification
3	Manufacturer: (Note 3)	Model: (Note 3)
4		
5	ENVIRONMENTAL CONDITIONS	
6	Installation (indoor/outdoor) / Ambient Type	Outdoor Offshore, salt laden & tropical
7	Ambient Design Temperature (Max/Min)	39/20.5 °C
8	Altitude / Relative Humidity (Max/Min)	a.s.l < 1000m m max 100 / min 20 %
9		
10		
11	GENERAL REQUIREMENTS	
12	Type of enclosure / Enclosure Material	external cabinet-type Stainless steel SS316
13	Type of mounting	Floor mounted / Wall mounted
14	Cable Entry (incomings)	By cable above <input type="checkbox"/> By cable below <input checked="" type="checkbox"/>
15	Cable Entry (outgoings)	By cable above <input type="checkbox"/> By cable below <input checked="" type="checkbox"/>
16	Protection Degree	Outdoor - IP 66 / NEMA4x
17	Ex-type enclosure	Non-Ex rated enclosure
18	Network Voltage/Frequency/Phases	5000V AC 30-120 Hz 3 Phase
19	Network neutral system/Distributed neutral-4 wire system	Isolated Neutral (IT) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
20	Configuration	Three phase choke with artificial star point
21	Line Output	120-250 V 20 mA
22	Rated short-time / peak withstand current	RMS: VTA Peak: VTA
23	Bus bar rating	VTA
24	Bus bar conductor	Copper <input checked="" type="checkbox"/> Aluminium <input checked="" type="checkbox"/> Tinned <input type="checkbox"/> Bare <input type="checkbox"/> Insulated <input checked="" type="checkbox"/>
25	Earth bus bar: conductor	Copper <input checked="" type="checkbox"/> Aluminium <input checked="" type="checkbox"/> Tinned <input checked="" type="checkbox"/>
26	Phase indicators	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
27	Swell Protection	1 x 150V 50W Zener Diode
28	Transient Protection	2 x 150V 50W Transient suppressors
29	Fuse Rating	3 x 1/8 1/16Amp (1 x HVJ-1/8 1/16A 5kV fuse per phase)
30	Overvoltage	Category 2
31	Connection terminals HV/LV	Crimp Screw Terminals 250V rating
32	Earthing terminals	M8 Stud (M8 earthing crimp)
33	Anti Condensation Heater	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
34	Paint Colour	Manufacturer's Standard
35		
36		
37	MANUFACTURER DATA (Note 3)	
38	Make a type	
39	Circuit Breakers / Contactors / Fuses Manufacturer	
40	Lifting Points	
41	Mounting Points	
42		
43	Length / Width / Height (overall)	mm mm mm
44	Weight (overall)	kg
45	Heat losses (overall)	W
46		
47	Notes:	
48	1. Shall be specified in Purchase Requisition	
49	2. Nameplates shall be white-black-white laminated plastic, in which the characters shall be black on white background.	
50	Warning notice plates shall be red on white background and shall be in English.	
51	3. To be completed/confirmed by Manufacturer.	
52	4. VTA - Vendor to advice; DOWD - Depends of well Design	
53	5. For constructional and technical requirements refer Specification	
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		





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



AGREED BY
Deputy Chief Engineer
JV Vietsovpetro

APPROVED BY
Chief Engineer
JV Vietsovpetro

Bovt A.V.

Lê Việt Dũng

**PROJECT : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

DOCUMENT TITLE : DATA SHEET FOR HV JUNCTION BOX

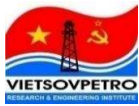
DOCUMENT No : OFSP-313-TS-ES2-DS-003

PHASE : PDM

CONTROLLED

CO-EXECUTOR			RPEPARED		CHECKED			
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
OIL AND GAS PRODUCTION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.	PRO.MGR	AVDEEV A.S.
0	IFA	07.03.2025						
REV	DES	DATE	PREP	BEDNIAKOVA J.V.	CHK	ISATOV D.O.	DPT.MGR	ISATOV D.O.





APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2025**

Head of Mechanical Energy and
Automation Department,
JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
Department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1.2
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Deputy Head of Technical &
Production department,
JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
of OGPE

Popov A.A.

VISA:





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP

OFSP-313-TS-ES2-DS-003

DATA SHEET FOR HV JUNCTION BOX

Rev. 0 Page 3 OF 3

TO BE COMPLETED BY CONTRACTOR & MANUFACTURER

1	ITEM: HIGH VOLTAGE JUNCTION BOX	QUANTITY: NOTE 1
2	General Specification: OFSP-313-TS-ES2-SP-005	Standards, codes: Refer Clause 2 of General Specification
3	Manufacturer: (Note 3)	Model: (Note 3)
4		
5	ENVIRONMENTAL CONDITIONS	
6	Installation (indoor/outdoor) / Ambient Type	Outdoor- Zone 1 Offshore, salt laden & tropical
7	Ambient Design Temperature (Max/Min)	39/20.5 °C
8	Altitude / Relative Humidity (Max/Min)	a.s.l < 1000m m max 100 / min 20 %
9		
10		
11	GENERAL REQUIREMENTS	
12	Type of enclosure / Enclosure Material	Junction Box Stainless steel SS316
13	Type of mounting	Floor mounted / Wall mounted
14	Cable Entry (incomings)	By cable above <input type="checkbox"/> By cable below <input checked="" type="checkbox"/>
15	Cable Entry (outgoings)	By cable above <input type="checkbox"/> By cable below <input checked="" type="checkbox"/>
16	Protection Degree	Outdoor - IP 66
17	Ex-type enclosure	Ex'd', Group IIA, T3
18	Network Voltage/Frequency/Phases	5000 V AC 30-120 Hz 3 Phase
19	Network neutral system/Distributed neutral-4 wire system	Isolated Neutral (IT) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
20		
21	Rated voltage	6.6...8.8 kV
22	Rated short-time / peak withstand current	RMS: VTA Peak: VTA
23	Rated Current	400A
24	Bus bar conductor	Copper <input checked="" type="checkbox"/> Aluminium <input type="checkbox"/> Tinned <input type="checkbox"/> Bare <input type="checkbox"/> Insulated <input checked="" type="checkbox"/>
25	Earth bus bar: conductor	Copper <input checked="" type="checkbox"/> Aluminium <input type="checkbox"/> Tinned <input checked="" type="checkbox"/>
26	Phase indicators	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
27	Cable conductor size [cable entry] input / output	70 mm ² [1xM63] #2 AWG [1x2"NPT] (NOTE 5)
28	Cable Gland material	Ex'd' Nickel plated brass cable gland, IP56 for armoured cable
29	Connection terminals	Crimp
30	Earthing terminals	M8 Stud (M8 earthing crimp)
31	Anti Condensation Heater	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
32	Paint Colour	Manufacturer's Standard
33		
34		
35	MANUFACTURER DATA (Note 3)	
36	Make a type	
37	Insulators Manufacturer	
38	Lifting Points	
39	Mounting Points	
40		
41	Length / Width / Height (overall)	mm mm mm
42	Weight (overall)	kg
43	Heat losses (overall)	W
44		
45	NOTES:	
46	1. Shall be specified in Purchase Requisition	
47	2. Nameplates shall be white-black-white laminated plastic, in which the characters shall be black on white background.	
48	3. Warning notice plates shall be red on white background and shall be in English.	
49	4. To be completed/confirmed by Manufacturer.	
50	5. VTA - Vendor to advice; DOWD - Depends of well Design	
51	6. Follow the documentation for Upper Pig-tail / Penetrator	
52	7. For constructional and technical requirements refer Specification	
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		





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



AGREED BY
Deputy Chief Engineer
JV Vietsovpetro

APPROVED BY
Chief Engineer
JV Vietsovpetro

Bovt A.V.

Lê Việt Dũng

**PROJECT NAME : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

**DOCUMENT TITLE : SPECIFICATION FOR DOWNHOLE ELECTRICAL
CABLE & CROSS COUPLING CABLE
PROTECTORS**


DOCUMENT NO. : OFSP-313-GE-PM-SP-003

PHASE : PDM

CONTROLLED

CO-EXECUTOR			PREPARED			CHECKED		
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
ELECTRICAL AUTOMATION AND COMMUNICATION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.	PRO.MGR	AVDEEV A.S.
0	IFA	11.03.2025						
REV.	DES.	DATE	PREP	N.M.SANG	CHK.	P.D.NHAN	DPT.MGR	GRISCHENKO E.N.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP	OFSP-313-GE-PM-SP-003		
	SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	Rev.	0	Page

APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2,
 PARAGRAPH 2.1 OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Head of Mechanical Energy and
 Automation Department,
 JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
 department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2,
 PARAGRAPH 2.1.2 OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**


Deputy Head of Technical &
 Production department,
 JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
 of OGPE

Popov A.A.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	3 of 22

VISA:

Director of R&EI

Dao Nguyen Hung

Deputy Director of R&EI

Varlamov D. I

Head of Energy and Automation Department,
OGPE

Tran Vinh Phuong

Dept. manager of Well Intervention & Well Test,
OGPE

Dinh Ngoc Quynh

Head of Technical Department, MED

Tran Anh Tuan

Specialist of Technical Department, OGPE

Tran Van Thanh

Expert of Well Intervention & Well Test, OGPE

Vu Xuan Thach

Specialist of Energy and Automation
Department, OGPE

Ngo Duc Hai

Head Submersible Pump Workshop, MED

Do Thang





UNIFICATION OF EQUIPMENT FOR EQUIPPING A
TYPICAL WELL WITH ELECTRIC SUBMERSIBLE
PUMP

**SPECIFICATION FOR DOWNHOLE
ELECTRICAL CABLE & CROSS COUPLING
CABLE PROTECTORS**

OFSP-313-GE-PM-SP-003

Rev.

0


Page

4 of 22

TABLE OF CONTENTS

1	INTRODUCTION.....	5
1.1	Purpose of Document.....	5
1.2	Definitions and Abbreviations	5
1.2.1	Definitions	5
1.2.2	Abbreviations	6
1.3	Statement of Compliance	6
2	CODES, STANDARDS AND APPLICABLE DOCUMENTS	7
2.1	Standards	7
2.2	Order of Precedence	7
3	SCOPE OF WORK AND SUPPLY.....	8
4	CONDITIONS FOR EQUIPMENT APPLICATION.....	8
5	TECHNICAL REQUIREMENTS.....	9
5.1	General.....	9
5.2	Downhole Electrical Cable.....	10
5.2.1	Electrical Characteristics.....	10
5.2.2	Construction Requirements	10
5.2.3	Information Required from Vendor.....	12
5.3	Material for Downhole Electrical Cable for Connection.	13
5.4	Cross coupling cable protector	13
5.5	Bands	14
6	MARKING	14
7	INSPECTION, TESTING AND CERTIFICATION REQUIREMENTS	14
7.1	General.....	14
7.2	Inspection and Testing.....	15
8	PREPARATION FOR SHIPMENT	16
9	GUARANTEE.....	16
10	QUALITY ASSURANCE	16
11	CERTIFICATE AND DOCUMENTATION	16
12	APPENDIX: TYPICAL EXISTING LINER HANGER ASSEMBLY.....	18
12.1	TIW liner hanger assembly 7.5/8" 39 PPF P110 VAM TOP x 9.5/8" 47-53.5 PPF P110	19
12.2	ZXP-N liner hanger assembly 7.5/8" 39 PPF P110 VAM TOP x 9.5/8" 47-53.5 PPF P110	21



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	5 of 22

1 INTRODUCTION

This document, together with the project datasheets provided separately, defines the minimum requirements for supply, engineering, materials, fabrication, inspection, testing, certification, painting, preparation for shipment, packing, forwarding, transport and documentation for downhole electrical equipment for equipping a typical well with electric submersible pump.

The VENDOR shall ensure that all equipment and services supplied meet the requirements of this specification, the project data sheets, Codes & Standards and specifications nominated herein.

The ESP equipment for oil and gas production wells is designed for placement inside the well column or as part of the wellhead equipment of an offshore platform of the BK or MSP type.

The Cross Coupling Cable Protector (CCCP) is an essential component of the ESP system for oil and gas producing wells. It is a protective device specifically designed to secure and safeguard cables and control line along tubing string.

Primarily utilized in oil well completion projects, the CCCP maintains the annulus space between the tubing and casing, ensuring the safe operation of ESP and associated control lines.

The offered CCCPs provide a safety margin where the traction strength is at least twice the weight of the cable between the couplings, ensuring high reliability and secure fastening in harsh downhole environments.

The platforms are located at the fields of the JV Vietsovetro, approximately 145 km southeast of Vung Tau, on the shelf of the Socialist Republic of Vietnam.

1.1 Purpose of Document

This specification defines the minimum requirements for the supply, design, materials, manufacture, inspection and testing, preparation for shipment and documentation for materials of VSP's project.

It must be read with all relevant codes of practice, standard drawings, project specifications and international codes & standards specified in this document.


This document specifies the applicable project documents, documentation requirements and inspection requirements for this package

1.2 Definitions and Abbreviations

1.2.1 Definitions

PROJECT	Unification of equipment for equipping a typical well with electric submersible pump
COMPANY	The party which initiates the project and ultimately pays for its design and construction and owns the facilities. Here the COMPANY is Vietsovetro (Referred to as VSP)
CONTRACTOR	The party which carries out all or part of the design, engineering, procurement, construction and commissioning of the project
VENDOR	The party on which the order or contract for supply of the equipment / package or services is placed
SHALL	Indicates a mandatory requirement



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	6 of 22

SHOULD Indicates a recommendation

1.2.2 Abbreviations

AC	Alternating Current
CU	Copper
EPDM	Ethylene Propylene Diene Monomer
FAT	Factory Acceptance Test
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
API	American Pipeline Institute
HV	High Voltage
SDRL	Supplier Document Requirement List
SMDL	Supplier Master Document List
SWB	Steel Wire Braided, Galvanised
SCR	Screen made by Aluminium plated Polyethylene Terephthalate tape and Stranded copper drain core
ESP	Electrical Submersible Pump
DMS	Downhole Monitoring System
VSP	Vietsovetro
CCCP	Cross coupling cable protector

1.3 Statement of Compliance

VENDOR shall guarantee the equipment complies with this specification and is properly designed, constructed and suitable for the specified requirements.

The equipment shall be tested in the VENDOR's works to prove capability and compliance with this specification. All tolerances shall be in accordance with this specification, and relevant IEC standards.

If the equipment fails to comply with the specification, COMPANY/CONTRACTOR reserves the rights to reject the equipment, or allow the VENDOR to rectify the problem and retest, free of charge to the COMPANY/CONTRACTOR.

The VENDOR shall notify the CONTRACTOR of any apparent conflict between this Specification, Drawings, Datasheets, Codes and Standard, and any other relevant documents. Resolution and/or interpretation precedence shall be obtained from CONTRACTOR in writing before proceeding with design/ manufacture.

All deviations from the requirements of the specification shall be clearly stated in the Bid Documentation using the "VENDOR Deviation Form". In the absence of such a statement, it shall be deemed that all requirements of this specification are fulfilled without exception.

All deviations from the requirements of the specifications shall be obtained approval from COMPANY/CONTRACTOR in writing before proceeding with design/ manufacture.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	7 of 22

2 CODES, STANDARDS AND APPLICABLE DOCUMENTS

The electrical system design shall generally comply with the latest revision and relevant sections of the following regulations, standards and codes of practices.

The applicable international codes and standards are as follows:

ISO International Organization for Standardisation

API American Petroleum Institution

NACE National Association of Corrosion Engineers

DNV GL Det Norske Veritas AS

Note: Unless specifically designated by date, the latest edition of each publication shall be used, together with amendments, supplements or revision thereto.

2.1 Standards

ISO 9001	Quality Management Systems – Requirements
ISO 14001	Environmental Management Systems – Requirements with Guidance for Use
ISO 45001	Occupational Health and Safety Management Systems – Requirements with Guidance for Use
API 5CT	Specification for Casing and Tubing
NACE MR0175	Petroleum and natural gas industries – Materials for use in H ₂ S-containing environments in oil and gas production
IEC 60228	Conductors of insulated cables
IEC 60331	Fire-resisting characteristics of electric cables
IEEE 1018	Recommended Practice for Specifying Electric Submersible Pump Cable - Ethylene-Propylene Rubber Insulation
API RP 11S5	Recommended Practice for Application of Electric Submersible Cable Systems, Second Edition
API RP 11S6	Recommended Practice for Testing of Electric Submersible Pump Cable Systems
UL 1581	Reference standard for electrical wires, cables and flexible cord – limited to clauses relating to physical properties after immersion in oil

2.2 Order of Precedence

Order of precedence in case of conflict between documents shall generally be:

- This Specification



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	8 of 22

- Reference Project Standards, Data Sheets, Specifications and Drawings
- International Codes and Standards

The above order of precedence is only a general guide, where a conflict and/or discrepancy exist between this specification and the above documents, drawings, codes, and/or standards, it is the responsibility of the VENDOR to bring it to the attention of the COMPANY/CONTRACTOR immediately for decision and disposition of the discrepancy or conflict.

In the event that the VENDOR fails to highlight any discrepancies and/or conflicts, the most stringent requirements shall apply. COMPANY/CONTRACTOR's decision shall be binding on the VENDOR without any additional cost and schedule impact.

3 SCOPE OF WORK AND SUPPLY

Vendor shall supply Electrical Downhole Power Cables & Cross Coupling Cable Protector including all drawings and documents in accordance with this specification.

The Vendor shall, wherever possible, draw upon his existing, pre-engineered or standard designs to satisfy the requirements of the specifications.

The scope of work and supply shall in addition include but not limited to the following:

- Provision of quality assurance scheme in accordance to the ISO 9001 or equivalent to ensure all work performed conforms to this Specification;
- Relevant documentation and drawings;
- Inspection and testing in accordance with this Specification;
- Packing, preservation, preparation for shipment and delivery of equipment.

Esspecially, for CCCP Vendor shall provide the Protector Evaluation, Simulation & Testing Report for passing through the casing and top liner casing must be provided to the Company before shipment.

The Vendor shall provide comprehensive material take off list. The list shall have clear material descriptions and stated material quantities.

The Vendor shall submit full technical details of the electrical downhole power cables, which meet the requirements, detailed herein. Aspects of the requirements, which cannot be met, shall be identified and the variances explained using the 'Manufacturer/Supplier's Deviation Form'.

4 CONDITIONS FOR EQUIPMENT APPLICATION

All equipment installed shall be suitable for operation on offshore environment conditions.


Reservoir condition:

- Working pressure: 5000 psi
- Working temperature: 150 °C

Corrosion conditions:

- CO2 concentration in associated gas, % mol: up to 1% mol.
- Presence of H2S in gas (ppm): up to 27011
- pH factor of produced water. Short term (up to 6 hour) pH change down to pH=0 is allowed: 3.0 – 9.0 inclusive



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP			OFSP-313-GE-PM-SP-003			
	SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS			Rev.	0	Page	9 of 22

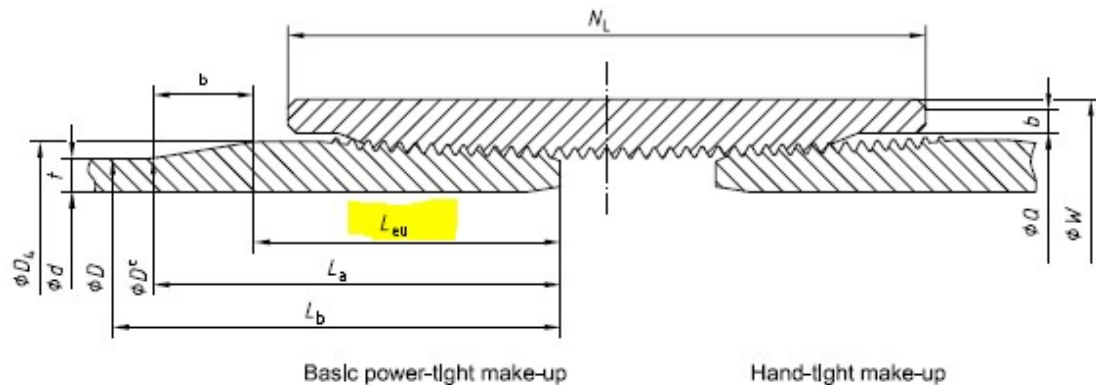
Type of other chemical:

- Acid treatment fluid: 15%-20% HC1, 3% 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.

Tubing characteristics: as per Specification API 5CT:

- Grade P-110;
- Thread: API EUE;
- Weight as per API standard;
- Sizes: 2-7/8" 6.5 lb/ft, 3-1/2"9.3 lb/ft.
- 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 Figure 2



Leu – Length from end of pipe to to start of taper, mm

Figure 1: EXTERNAL-UPSET TUBING AND COUPLING

Typical existing liner hanger assembly: Refer to **Section 12, Appendix - Typical Existing Liner Hanger Assembly**

Where VENDOR's standard design does not meet the operating conditions, VENDOR shall give details of the technical changes and commercial impact of complying with stated conditions.


5 TECHNICAL REQUIREMENTS

5.1 General

All supplied equipment and materials shall be certified. The following certificates shall accompany the equipment:

- certificate of origin, issued by the Trade Chamber of equipment export country or manufacture's country;
- certificate of quantity and quality;



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP		OFSP-313-GE-PM-SP-003		
	SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS		Rev.	0	Page

- certificate of equipment testing by manufacturer;
- certificate of warranty, issued by vendor or seller.

Supplied equipment shall fit-for-purpose of implementing within the major technological equipment of Vietsovetro without retrofit.

All cables herein specified shall be new and unused, recently manufactured, and free from all defects and imperfections that would affect their performance.

Cables Vendor must have at least 2 years of proven offshore and onshore field experience with good client reference. The cables specified shall be a product regularly manufactured by the Vendor.

The cables shall be manufactured in accordance with API RP 11S5, API RP 11S6 and IEEE 1018.

Cables shall be manufactured in one continuous length up to the maximum permissible cable drum length. Splices in conductors, insulation or sheaths are not acceptable.

Procured equipment and materials shall be non-toxic, electric-explosive-fire proof and comply with ecological standards of SRV.

The set of procured equipment and materials shall comply with wells construction and wellhead equipment, ensure round trip operations by workover teams of Vietsovetro without retrofit of BOP and tools used in VSP.

CCCP size depends on tubing size, profile – for flat cable & chemical line 3/8”.

The applied safety margin of the traction must be at least twice the weight of the cable between the couplings for each cable fuse of the cross-coupling.

All Cross Coupling Cable Protectors must be beveled with the appropriate angle and need to be evaluated, simulated, tested for safety pass through casing and top liner

5.2 Downhole Electrical Cable

5.2.1 Electrical Characteristics

Rated voltage: 5 kV (the cable shall be capable of continuous operation at this voltage)

Insulation material: EPDM with high dielectric strength (5 kV)

Insulation resistance shall be at least 500 MΩ·m at 20°C.

The electrical insulation strength shall meet the requirements of IEEE 1018.

5.2.2 Construction Requirements

5.2.2.1 Conductors

The conductors shall be designed to ensure low electrical resistance, high conductivity, and mechanical strength under downhole operating conditions.

Material:


The conductors shall be made of high-purity annealed copper to minimize electrical losses.

Shall be optionally tinned for additional corrosion protection if required by specific well conditions.

Conductor Type:

The conductors shall be consolidated, meaning they are either solid or tightly compacted stranded copper to prevent voids that may trap gases or fluids.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	11 of 22

If stranded, the construction shall ensure maximum flexibility while maintaining mechanical robustness.

Size:

The conductor cross-section shall be selected based on the voltage drop, current carrying capacity, and thermal conditions.

The minimum conductor size shall be AWG #4, ensuring sufficient current-carrying capacity for ESP operation.

Surface Finish:

The conductors shall have a smooth surface, free of oxidation or defects that could lead to localized electrical stress or mechanical failure.

5.2.2.2 Insulation

The insulation system shall provide high dielectric strength, thermal stability, and resistance to aggressive downhole chemicals

Material:

The primary insulation shall be EPDM (Ethylene Propylene Diene Monomer), chosen for its excellent thermal resistance (up to 230°C) and high dielectric strength (≥ 5 kV).

EPDM shall be formulated for high resistance to swelling when exposed to hydrocarbons, H₂ S, CO₂, and other downhole fluids.

Electrical Properties:

The insulation shall provide a dielectric strength sufficient to withstand transient voltage spikes and prevent electrical breakdown.

The insulation resistance shall be at least 500 MΩ·m at 20°C.

Mechanical Properties:

The insulation shall be tear-resistant and capable of withstanding installation stress.

It shall have a smooth, uniform thickness to prevent localized weaknesses and ensure long service life.

Thickness:

The insulation thickness shall be designed to meet IEEE 1018 and API RP 11S5 requirements for 5 kV-rated cables, ensuring adequate electrical isolation and mechanical protection.

5.2.2.3 Cable Profile

The cable shall have a flat profile, which is required for ease of installation, improved heat dissipation, and enhanced resistance to mechanical damage.

Advantages of Flat Profile:

Reduces cable twisting and movement in the wellbore.

Improves thermal dissipation, preventing overheating.


Enhances mechanical protection when strapped to the ESP tubing.

Dimensional Stability:

The cable shall be designed to maintain its flat profile under operational loads and thermal cycling.

It shall not deform under high-pressure (340 atm) and high-temperature (230°C) conditions.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	12 of 22

Strapping and Handling Considerations:

The cable profile shall allow secure attachment to the ESP tubing using standard cable bands or clamps.

Minimum bending radius shall be at least 10 × the outer cable thickness to prevent insulation cracking or conductor damage.

5.2.2.4 Armoring

The cable shall have a dual-layer armoring system to provide mechanical strength and protection against aggressive downhole environments.

Inner Armoring – Lead (Pb) Sheath

The cable shall include a seamless lead (Pb) sheath as the inner protective layer.

The lead sheath shall provide:

- a. Complete resistance to H₂ S, CO₂, chlorides, and other corrosive well fluids.
- b. Gas-tight sealing to prevent the penetration of gases into the insulation.
- c. Flexibility to accommodate bending during installation while maintaining structural integrity.

The lead sheath shall be extruded with uniform thickness and shall be free from cracks, voids, or inclusions.

Outer Armoring – Stainless Steel

The outer armor shall be made of high-strength stainless steel, ensuring resistance to both mechanical damage and external corrosion.

Shall protect against:

- a. Abrasion and mechanical impact from well tubing, clamps, or debris.
- b. Corrosion in high-salinity and CO₂-rich environments.
- c. Tensile and compressive loads encountered during ESP installation and retrieval.

The stainless-steel armor shall be helically wrapped around the cable, providing flexibility while maintaining structural integrity.


The armor shall be tightly bonded to prevent gaps or movement under operational conditions.

5.2.3 Information Required from Vendor

Vendor shall submit with his bid the information listed below for every cable size included and specified in the Specification.

- a) The standards applicable to the cables offered (API RP 11S5, API RP 11S6, IEEE 1018).
- b) Standard drum length, size, and weight.
- c) Maximum cable length per drum, size, and weight.
- d) Cable Dimensions:
 - Number and size of conductors making up the cross-sectional area of each core.
 - Nominal section area (mm² or AWG).
 - Composition or shape (stranding details: no./mm).
 - Outer diameter.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	13 of 22

- Insulation thickness.
 - Diameter under and over armor.
 - Diameter of armor wire.
 - Overall diameter with maximum and minimum tolerance.
- e) Weight per meter.
- f) Current carrying capacity.
- g) De-rating factors for:
- Operating temperature.
 - Spacing and installation conditions in downhole environments.
- h) Short circuit withstand capacity with respect to time.
- i) Maximum allowable pulling tension for each size and type of cable.
- j) Minimum allowable bending radius for each size and type of cable.
- k) Test certificates (electrical, mechanical, and chemical resistance tests).

5.3 Material for Downhole Electrical Cable for Connection.

The vendor shall provide full set of Material for Downhole Electrical Cable for Connection for using when necessary, during installation.

Quantity: Refer to the technical requirements.

5.4 Cross coupling cable protector

Cross coupling cable protectors are protective devices installed on the tubing to secure and safeguard downhole cables and chemical injection lines in ESP systems. These protectors ensure the safe passage of cables and lines while maintaining the annulus space between the tubing and casing during oil and gas production.

The CCCP must be designed to accommodate common tubing sizes used in the oil and gas industry, such as 2 7/8", 3 1/2".

The CCCP must also be compatible with the corresponding casing sizes.

The CCCP with the following technical parameters and requirements:

- Size: **refer to datasheets**
- Fabrication Process: Casting.
- Maximum OD: **refer to datasheets**
- Length: compatible with the spacing between these couplings to ensure stability and secure fixation
- The traction strength is at least twice the weight of the cable between the couplings,
- Fastening Mechanism: Bolts and pins
- Ensuring high reliability and secure fastening in harsh downhole environments.
- Shall be manufactured in accordance with the following international standards: API 5CT, ISO 9001.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	14 of 22

- Meets material requirements of: NACE MR0175/ISO 15156
- Profile:
 - **01 Flat ESP's cable AWG #4. Profile of CCCP shall mates to dimension of Proposed Downhole Electrical Cable.**
 - **01 chemical line 3/8" & 01 Control line 1/4".**
- Working pressure: 5000 psi.
- Working temperature: 150 °C.
- All Cross Coupling Cable Protectors must be beveled with the appropriate angle and need to be evaluated, simulated, tested for safety pass through casing and top liner (Specification of VSP' Casing and top liner is shown in **item 3 CONDITIONS FOR EQUIPMENT APPLICATION**).

5.5 Bands

The bands are installed on the tubing to secure and protect downhole cables and chemical injection lines in ESP systems. They ensure stability and reliability during installation, operation, and retrieval in oil and gas wells, offering resistance to mechanical stress, high temperatures, and corrosive conditions.

The Bands with the following technical parameters and requirements:

- Bands material: Monel or stainless steel
- Quatity: 1 set.

6 MARKING

CCCP shall be marked with the following:

- Manufacturer's name or logo.
- Size.
- Material grade.
- Serial number and batch number.

7 INSPECTION, TESTING AND CERTIFICATION REQUIREMENTS

7.1 General


COMPANY or its representative shall have free access to the plants of Vendor and his Sub-Vendor's during fabrication, assembly, and testing of the equipment. Inspection visit shall be coordinated thru Vendor's Project Manager.

Prior to shipment, the Vendor shall carry out the required Factory Acceptance Tests (FAT) in the presence of COMPANY/CONTRACTOR engineers or their appointed representatives. The COMPANY/CONTRACTOR will specify to the Vendor the extent of his participation in the inspection and testing.

COMPANY/CONTRACTOR may require additional testing if test results are unsatisfactory or marginal at no additional cost to the COMPANY/CONTRACTOR. Any rejected cables shall be replaced to COMPANY/CONTRACTOR's satisfaction and test shall be repeated at Vendor's cost.

COMPANY/CONTRACTOR shall be given the opportunity to inspect Vendor's manufacturing facilities including Sub-Vendor's facilities to confirm that satisfactory quality assurance (Q.A) and production procedures are being implemented. Vendor shall make available all relevant Q.A. procedures for review.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP			OFSP-313-GE-PM-SP-003					
	SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS						Rev.	0	Page

All rights of COMPANY/CONTRACTOR in respect of Inspection and Testing shall also, upon COMPANY/CONTRACTOR's request, be extended to any and all third parties authorised by COMPANY.

Vendor shall furnish, immediately on award of order, the names of:

- a) The Works Manager and his assistants to whom contact should be made for inspection of the equipment.
- b) The Office Engineer and his assistants to whom contact should be made for technical queries, and manufacturing and expediting progress.

During manufacturing of the cables, Vendor shall establish and maintain an inspection and quality control program to ensure adherence to the applicable codes and this specification.

Any unsatisfactory material, cables, or workmanship shall be replaced to COMPANY/CONTRACTOR's satisfaction at Vendor's cost.

All pre-requisites for test such as temporary interconnections, test instruments, etc. as well as the actual conduct and documentation of tests shall be the responsibility of Vendor.

The Vendor shall inform COMPANY/CONTRACTOR as part of the Bid, if any of the specified tests cannot be performed. In the absence of such a statement, it shall be understood that all requirements of this specification are fulfilled without exception.

7.2 Inspection and Testing

The cables shall be tested in accordance with the codes and standards listed in Section 2 (API RP 11S5, API RP 11S6, IEEE 1018). The tests shall include, but are not limited to, the following:

Type Tests

The Vendor shall supply copies of certificates indicating the results of the type tests. These tests shall be performed at the Vendor's plant or by a recognized testing authority in accordance with API RP 11S5 and IEEE 1018 requirements.

Routine Test

Routine tests shall be performed on each reel of cable before shipping. Routine tests shall be conducted in accordance with API RP 11S5, API RP 11S6, and IEEE 1018 requirements.

Both ends of each cable shall be accessible after it is wound on its reel to allow final testing on the reel. The following routine tests shall be conducted:

- a) **High voltage (Hi-Pot) test** – minimum voltage **shall** be in accordance with **API RP 11S5** for 5 kV-rated downhole cables.
- b) Conductor resistance test – to verify the electrical resistance is within specified tolerances for ESP applications
- c) **Conductor and armor continuity tests** – to ensure proper electrical integrity of the cable
- d) Insulation resistance test (Megger test)
 - Shall be performed using a 5 kV DC megger (instead of 500V, which is for LV cables).
 - Shall be tested conductor-to-conductor and conductor-to-armor.
 - The insulation resistance shall meet the minimum values specified in API RP 11S5.

Any unsatisfactory or rejected cables shall be replaced to the COMPANY/CONTRACTOR's satisfaction at the Vendor's cost.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP			OFSP-313-GE-PM-SP-003			
	SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS			Rev.	0	Page	16 of 22

After testing, the ends of the cables shall be hermetically sealed to prevent the ingress of moisture or gas.

Test Certification & Inspection

The Vendor shall provide Certificates of Test to prove that the cables have been satisfactorily tested to meet all requirements of their appropriate manufacturing standards.

Whether or not witnessed by the COMPANY/CONTRACTOR, all test certificates shall state values for all test results.

The Vendor shall be responsible for carrying out all inspections and tests at the Vendor's Works.

The overall responsibility for cable inspection rests with the Vendor. However, the COMPANY/CONTRACTOR and its inspection representative reserve the right to inspect the cables at any time during manufacture to ensure that materials and workmanship conform to the requirements of this specification and the applicable standards.

Inspection by the COMPANY/CONTRACTOR shall not relieve the Vendor of any responsibilities for ensuring that the cable meets all specification requirements

COMPANY or COMPANY's authorised representative shall be granted access to VENDOR's premises for inspection and verification of materials and work at any time. All material and test certificates and test report shall be presented to the Inspector for verification.

VENDOR shall ensure that all necessary equipment, services, etc that may be required for the inspection and test are available at no extra cost. All defective components shall be replaced immediately and re-tested.

BIDDER/VENDOR must provide the Protector Testing report for passing through casing top liner + casing before shipment.

8 PREPARATION FOR SHIPMENT

Refer to the technical requirements.

9 GUARANTEE

Refer to the technical requirements.

10 QUALITY ASSURANCE

The VENDOR and his Sub-VENDOR shall operate a quality system satisfying the latest ISO 9001 Quality Standards, or agreed equivalent standard, commensurate with the goods and services provided.

The VENDOR shall demonstrate evidence of Quality Assurance in all aspects of the VENDOR's current design and manufacturing practices.


11 CERTIFICATE AND DOCUMENTATION

The Vendor documentation requirements together with the required quantities are given on the SDRL forms. As a minimum, Vendor is responsible to provide documentations as defined in this specification. Vendor is responsible for all documentation in strict accordance with the requirements of the specifications suitable for marine/offshore application.

CONTRACTOR/COMPANY reserves the right to request additional drawings and documents or copies of drawings and documents to verify Purchase Order compliance without cost variation.

Vendor shall identify the planned and actual submissions to CONTRACTOR/ COMPANY on their master drawing and document schedules i.e. computerised Supplier Master Document List (SMDL). The responsibility of updating the SMDL shall rest with Vendor.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP			OFSP-313-GE-PM-SP-003					
	SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS						Rev.	0	Page

The Vendor shall furnish soft copies of drawings/documents that are of suitable first-generation quality. Drawings that are, in COMPANY/CONTRACTOR's opinion, not of suitable quality will be returned to the Vendor for resubmission.

Approval of drawings/documents by the CONTRACTOR/COMPANY shall in no way relieve the Vendor responsibility for the correctness of information, their conformance with stated requirements or acceptability of equipment and materials. This responsibility rests solely with the Vendor.

The Vendor shall allow the CONTRACTOR/COMPANY five (5) working days to review and respond to the Vendor's submission of documentation. The fifteen working days is defined as from time of receipt by the CONTRACTOR/COMPANY to the time of despatch. Vendor shall allow this review period in his production schedule. However, work shall proceed without delay in the event of late return of the documentation by the CONTRACTOR/COMPANY.

A review status will be assigned by the CONTRACTOR/COMPANY to documents submitted by the Vendor for review or approval. The following review status codes will be used:

- Code 1: Approved
- Code 1*: Approved with comments as noted
- Code 2: Opened comment. Document shall be resubmitted before proceeding
- Code 3: Document is rejected, to be resubmitted before proceeding
- Code 4: For information only

Within 10 working days of receipt of a marked-up document, the Vendor shall issue a revised document incorporating all comments and other specified details not included in the first issue. The CONTRACTOR/COMPANY will review documents and return with any further comments. If documents are revised, all sheets under cover of one project document number shall have a new revision number and be resubmitted. The document must be complete even if the revision is minor. All such resubmissions (irrespective of the number of times) are part of the Vendor's Lump Sum Price.

All documents furnished by the Vendor shall have a revision code following the document number. For specifications, technical reports and other written material, the following shall apply: Changes in one official issue from the last shall be clearly indicated by a vertical line in the right hand margin adjacent to the current change and in addition the revision number code is to be indicated within a triangle. All changes from the last previous issue shall be thus indicated. Changes to drawings are to be shown in a similar fashion by "clouding in" the change and placing the revision code in a triangle inside the "cloud".

Within 2 weeks after delivery of Equipment/Materials, 1 copy of Final Factory as Built Documentation (draft set) shall be transmitted to CONTRACTOR/COMPANY for review. The required number of sets of Final Documentation shall be submitted after the draft set is accepted. Replacements of any Final Factory as Built documentation with onshore or offshore as builds as a result of changes is part of Vendor's Lump Sum Price.


The following documents shall be delivered in bidding process and before shipment:

- The Protectolizer Evaluation & Simulation Report for passing through the casing and top liner casing must be provided to the Company.

Vendor shall submit as a minimum the following information upon delivery:

- Type test certificates (copies) issue by a recognized testing agency shall be supplied for the Cables.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS	OFSP-313-GE-PM-SP-003			
		Rev.	0	Page	18 of 22

- Type approval certificates (copies) issued by recognized certifying agencies (DNV, ABS, Lloyd, UL, GL,) for cables.
- Vendor's final technical offer, technical clarifications and brochures
- Purchase Order
- Cable datasheets
- Cable cross section drawings
- Inspection and Test Plan
- Factory Acceptance Test Procedures
- Factory Acceptance Test Report
- Operation, maintenance and commissioning manual (if applicable)
- Vendor Data Book (Binding containing all drawings, documents and certificates)
- Technical documentation (specification, datasheet, drawing, etc.) for each component, including the equipment catalogue.
- Component / parts list.
- The Protector Testing Report for passing through the casing and top liner casing must be provided to the Company before shipment.

Vendor shall at all times, maintain at the Vendor works/site office and update to current status a master set of red lined as-built drawings as work progresses. This set of master red lined drawings shall not be removed from the Vendor's works/site office. COMPANY/CONTRACTOR reserves the rights to inspect and review this set of master red lined as-built drawings. If Vendor needs a set of drawings for field installation, a separate set with "Field Use Only" stamped on every page of the drawings shall be used.

12 APPENDIX: TYPICAL EXISTING LINER HANGER ASSEMBLY

This section includes details of the Liner Hanger Assembly for various liner sizes, including:

- TIW liner hanger assembly 7.5/8" 39 PPF P110 VAM TOP x 9.5/8" 47-53.5 PPF P110
- ZXP-N liner hanger assembly 7.5/8" 39 PPF P110 VAM TOP x 9.5/8" 47-53.5 PPF P110





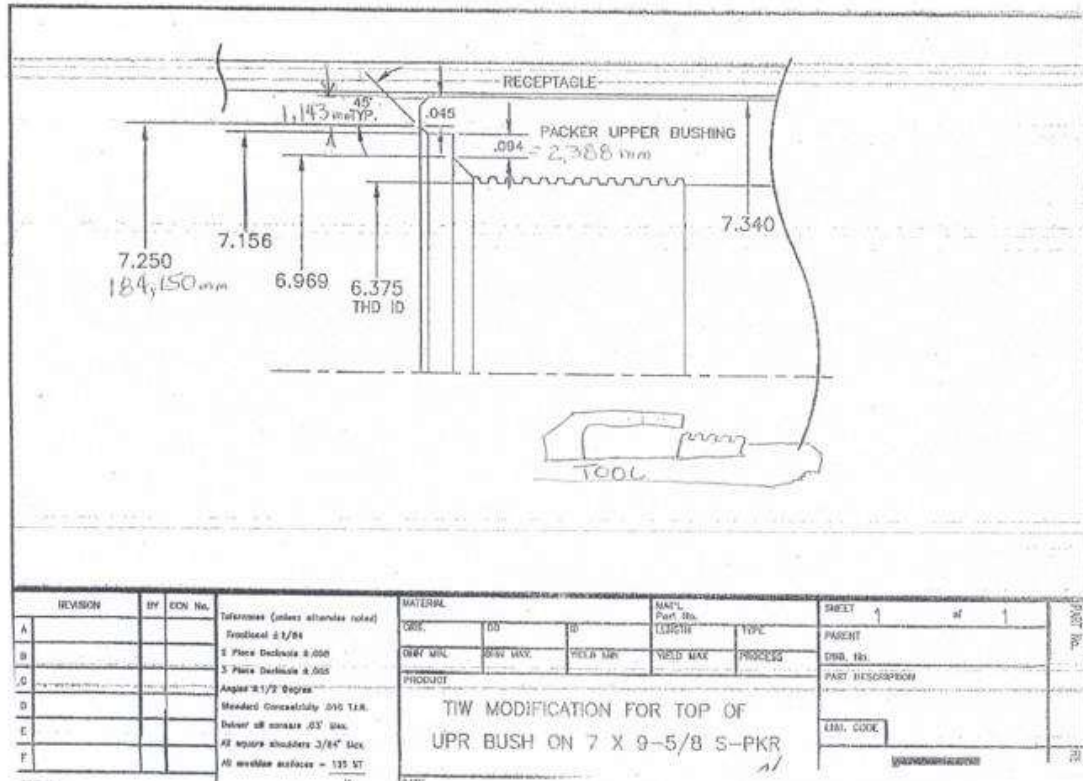
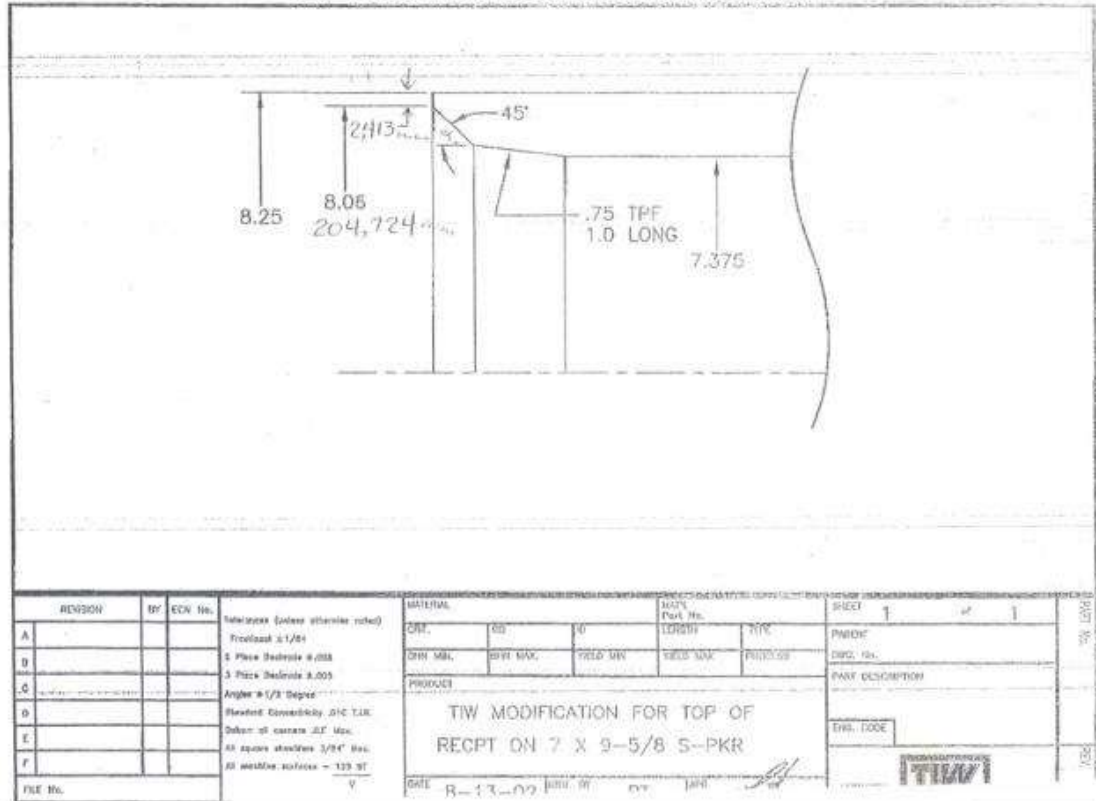
UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP

SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS

OFSP-313-GE-PM-SP-003

Rev. 0 Page 19 of 22

12.1 TIW liner hanger assembly 7.5/8" 39 PPF P110 VAM TOP x 9.5/8" 47-53.5 PPF P110





UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP

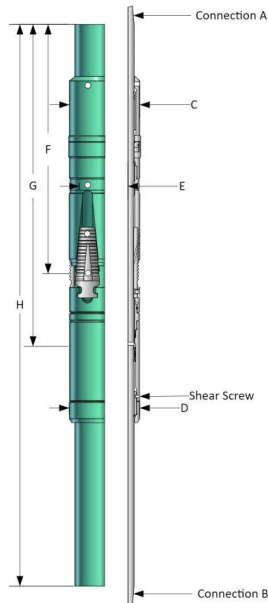
SPECIFICATION FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS

OFSP-313-GE-PM-SP-003

Rev.	0	Page	22 of 22
------	---	------	----------

Product Description

FLEX LOCK V LINER HANGER ROT W/LHR HYDRAULIC ACTUATION 7.625 IN 39.00 LB/FT VAM TOP HT PIN UP 7.625 IN 39.00 LB/FT VAM TOP HT PIN DOWN 09.625 IN 47.53.5 LB/FT SD CSG 8.400 IN OD 6.525 IN ID (6.500 DRIFT) 15% SHEAR SCREWS NIT ORNG & TFLN B/U 1.203-1.627 PSI SHEAR 10.00 FT LG BMS-P129 P110 GEN PURPOSE TBLR 110 MYS 110 KSI MYS (API SCT) 125 KSI MYS (API SCT) CYL F/ 9.625 53.5# CSG (8.500 SD)



Dimensional Data

Dimension	Parameter	Actual	Unit
C	OD	8.312	in
D	OD	8.375	in
E	ID	6.562	in
F	Length	1.13	m
G	Length	1.38	m
H	Length	2.93	m

Connections

Dimension	Parameter	Actual
Connection A	Top Thread Details	7-5/8" 39# VAM TOP HT PIN
Connection B	Bottom Thread Details	7-5/8" 39# VAM TOP HT PIN

Other Checks

Dimension	Size/Value	Unit
Drift *	6.500	in
Function Test NLHR *	Yes	

Shear Screw Information

Shear Type	Shear Value	Unit	Quantity	Tolerance (%)	Material Description
Setting Pressure		psi	4	15	10-32

Notes / Comments

SHEAR TEST HANGER @ 1700PSI / 4PINS

Signoff / Approval

Type	Approve	Name	Signature	Date/Time
	Yes	Cao Do		

THE END OF DOCUMENT





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



AGREED BY
Deputy Chief Engineer
JV Vietsovpetro

APPROVED BY
Chief Engineer
JV Vietsovpetro

Bovt A.V.

Lê Việt Dũng

**PROJECT NAME : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

**DOCUMENT TITLE : SPECIFICATION FOR CHECK VALVE & BLEED
VALVE**


DOCUMENT NO. : OFSP-313-GE-PM-SP-002

PHASE : PDM

CONTROLLED

CO-EXECUTOR			PREPARED		CHECKED	
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE						
ELECTRICAL AUTOMATION AND COMMUNICATION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE						
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.
					PRO.MGR	AVDEEV A.S.
0	IFA	11.03.2025				
REV.	DES.	DATE	PREP	N.M.SANG	CHK.	P.D.NHAN
					DPT.MGR	GRISCHENKO E.N.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP	OFSP-313-GE-PM-SP-002		
	SPECIFICATION FOR CHECK VALVE & BLEED VALVE	Rev.	0	Page

APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2,
 PARAGRAPH 2.1 OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Head of Mechanical Energy and
 Automation Department,
 JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
 department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2,
 PARAGRAPH 2.1.2 OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**


Deputy Head of Technical &
 Production department,
 JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
 of OGPE

Popov A.A.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR CHECK VALVE & BLEED VALVE	OFSP-313-GE-PM-SP-002		
		Rev.	0	Page

VISA:

Director of R&E I

Dao Nguyen Hung

Deputy Director of R&E I

Varlamov D. I

Dept. manager of Well Intervention & Well Test,
OGPE

Dinh Ngoc Quynh

Expert of Well Intervention & Well Test, OGPE

Vu Xuan Thach

Specialist of Technical Department, OGPE

Tran Van Thanh

Head of Technical Department, MED

Tran Anh Tuan





UNIFICATION OF EQUIPMENT FOR EQUIPPING A
TYPICAL WELL WITH ELECTRIC SUBMERSIBLE
PUMP
**SPECIFICATION FOR CHECK VALVE & BLEED
VALVE**


OFSP-313-GE-PM-SP-002

Rev.	0	Page	4 of 10
------	---	------	---------

TABLE OF CONTENTS

1	INTRODUCTION.....	5
	1.1 Purpose of Document	5
	1.2 Definitions and Abbreviations	5
	1.2.1 Definitions	5
	1.2.2 Abbreviations	6
	1.3 Statement of Compliance.....	6
2	CODES, STANDARDS AND APPLICABLE DOCUMENTS	6
	2.1 Standards	6
	2.2 Order of Precedence	7
3	CONDITIONS FOR EQUIPMENT APPLICATION	7
	Tubing characteristics: as per Specification API 5CT:	7
4	TECHNICAL REQUIREMENTS	8
	4.1 Basic technical specification of equipment.....	8
	4.2 Check valve.....	8
	4.3 Bleed valve.....	9
5	MARKING	10
6	QUALITY INSPECTION AND TESTING	10
7	GUARANTEE	10
8	QUALITY ASSURANCE.....	10
9	DOCUMENTATION	10



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP	OFSP-313-GE-PM-SP-002		
	SPECIFICATION FOR CHECK VALVE & BLEED VALVE	Rev.	0	Page

1 INTRODUCTION

This document, together with the project datasheets provided separately, defines the minimum requirements for supply, engineering, materials, fabrication, inspection, testing, certification, painting, preparation for shipment, packing, forwarding, transport and documentation for equipment of typical well with electric submersible pump.

The VENDOR shall ensure that all equipment and services supplied meet the requirements of this specification, the project data sheets, Codes & Standards and specifications nominated herein.

The check valve & bleed valve are essential components of the ESP system for oil and gas producing wells.

The check valve is used to prevent fluid from flowing back into the wellbore when the ESP system is shut off. It helps maintain the discharge tubing full of fluid, ensuring that the pump has a stable fluid head for restart and protecting the system from damage caused by insufficient head pressure.

The bleeder valve is installed to allow controlled fluid drainage from the tubing string when needed. This facilitates maintenance, reduces pressure buildup, and enables safe depressurization of the tubing.

When a check valve is used, a bleeder valve is often installed one joint above it. This valve allows fluid to drain from the tubing string when necessary. It typically features a small drain plug that, when released, allows fluid to flow out of the tubing and equalize the pressure. A bar or other tool may be used to break the plug, facilitating drainage.

The platforms are located at the fields of the JV Vietsovpetro, approximately 145 km southeast of Vung Tau, on the shelf of the Socialist Republic of Vietnam.

1.1 Purpose of Document

This specification defines the minimum requirements for the supply, design, materials, manufacture, inspection and testing, preparation for shipment and documentation for the check valve & bleed valve of VSP's project.

It must be read with all relevant codes of practice, standard drawings, project specifications and international codes & standards specified in this document.


This document specifies the applicable project documents, documentation requirements and inspection requirements for this package

1.2 Definitions and Abbreviations

1.2.1 Definitions

PROJECT	Unification of equipment independent of well conditions for equipping a typical well with electric submersible pump.
COMPANY	The party which initiates the project and ultimately pays for its design and construction and owns the facilities. Here the COMPANY is Vietsovpetro (Referred to as VSP)
CONTRACTOR	The party which carries out all or part of the design, engineering, procurement, construction and commissioning of the project
VENDOR	The party on which the order or contract for supply of the equipment / package or services is placed



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR CHECK VALVE & BLEED VALVE	OFSP-313-GE-PM-SP-002			
		Rev.	0	Page	6 of 10

SHALL Indicates a mandatory requirement

SHOULD Indicates a recommendation

1.2.2 Abbreviations

FAT Factory Acceptance Test

VSP Vietsovpetro

1.3 Statement of Compliance

VENDOR shall guarantee the equipment complies with this specification and is properly designed, constructed and suitable for the specified requirements.

The equipment shall be tested in the VENDOR's works to prove capability and compliance with this specification. All tolerances shall be in accordance with this specification, and relevant IEC standards.

If the equipment fails to comply with the specification, COMPANY/CONTRACTOR reserves the rights to reject the equipment, or allow the VENDOR to rectify the problem and retest, free of charge to the COMPANY/CONTRACTOR.

The VENDOR shall notify the CONTRACTOR of any apparent conflict between this Specification, Drawings, Datasheets, Codes and Standard, and any other relevant documents. Resolution and/or interpretation precedence shall be obtained from CONTRACTOR in writing before proceeding with design/ manufacture.

All deviations from the requirements of the specification shall be clearly stated in the Bid Documentation using the "VENDOR Deviation Form". In the absence of such a statement, it shall be deemed that all requirements of this specification are fulfilled without exception.

All deviations from the requirements of the specifications shall be obtained approval from COMPANY/CONTRACTOR in writing before proceeding with design/ manufacture.

2 CODES, STANDARDS AND APPLICABLE DOCUMENTS

The system design shall generally comply with the latest revision and relevant sections of the following regulations, standards and codes of practices.

The applicable international codes and standards are as follows:

ISO International Organization for Standardisation

API American Petroleum Institution

NACE National Association of Corrosion Engineers

DNV GL Det Norske Veritas AS


Note: Unless specifically designated by date, the latest edition of each publication shall be used, together with amendments, supplements or revision thereto.

2.1 Standards

ISO 9001 Quality Management Systems – Requirements

ISO 14001 Environmental Management Systems – Requirements with Guidance for Use



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP		OFSP-313-GE-PM-SP-002		
	SPECIFICATION FOR CHECK VALVE & BLEED VALVE		Rev.	0	Page

ISO 45001	Occupational Health and Safety Management Systems – Requirements with Guidance for Use
API 5CT	Specification for Casing and Tubing
API 5B	Specification for Threading, Gauging, and Inspection of Casing, Tubing, and Line Pipe Threads
NACE MR0175 /ISO 15156	Petroleum and natural gas industries – Materials for use in H2S-containing environments in oil and gas production
API 598	Valve Inspection and Testing

2.2 Order of Precedence

Order of precedence in case of conflict between documents shall generally be:

- This Specification
- Reference Project Standards, Data Sheets, Specifications and Drawings
- International Codes and Standards

The above order of precedence is only a general guide, where a conflict and/or discrepancy exist between this specification and the above documents, drawings, codes, and/or standards, it is the responsibility of the **VENDOR** to bring it to the attention of the **COMPANY/CONTRACTOR** immediately for decision and disposition of the discrepancy or conflict.

In the event that the **VENDOR** fails to highlight any discrepancies and/or conflicts, the most stringent requirements shall apply. **COMPANY/CONTRACTOR**'s decision shall be binding on the **VENDOR** without any additional cost and schedule impact.

3 CONDITIONS FOR EQUIPMENT APPLICATION

All equipment installed shall be suitable for operation on offshore environment conditions.

Reservoir condition:

- Working pressure: 5000 psi
- Working temperature: 150 °C

Corrosion conditions:

- CO2 concentration in associated gas, % mol: up to 1% mol.
- Presence of H2S in gas (ppm): up to 27011
- pH factor of produced water. Short term (up to 6 hour) pH change down to pH=0 is allowed: 3.0 – 9.0 inclusive

Type of other chemical:

- Acid treatment fluid: 15%-20% HC1, 3% 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.

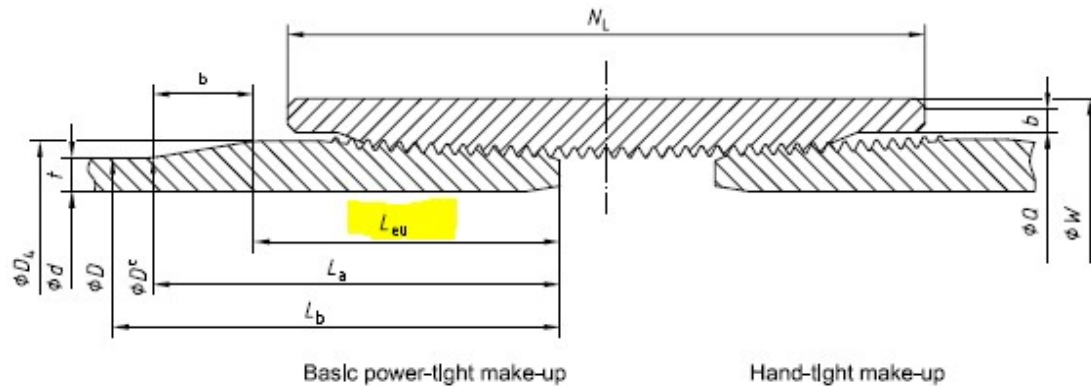
Tubing characteristics: as per Specification API 5CT:

- Grade P-110;



- Thread: API EUE;
- Weight as per API standard;
- Sizes: 2-7/8" 6.5 lb/ft, 3-1/2" 9.3 lb/ft.
- 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 Figure 1



Leu – Length from end of pipe to to start of taper, mm

Figure 1: EXTERNAL-UPSET TUBING AND COUPLING

4 TECHNICAL REQUIREMENTS

4.1 Basic technical specification of equipment

All supplied equipment and materials shall be certified. The following certificates shall accompany the equipment:

- certificate of origin, issued by the Trade Chamber of equipment export country or manufacture's country;
- certificate of quantity and quality;
- certificate of equipment testing by manufacturer;
- certificate of warranty, issued by vendor or seller.

Supplied equipment shall fit-for-purpose of implementing within the major technological equipment of Vietsovpetro without retrofit.


Procured equipment and materials shall be non-toxic, electric-explosive-fire proof and comply with ecological standards of SRV.

The set of procured equipment and materials shall comply with wells construction and wellhead equipment, ensure round trip operations by workover teams of Vietsovpetro without retrofit of BOP and tools used in VSP.

4.2 Check valve

The check valve is a critical component in ESP systems, preventing fluid backflow and ensuring stable pump restart. Designed according to API and ISO standards, it provides reliable operation under high-pressure, high-temperature, and corrosive conditions while maintaining well integrity and optimal flow performance.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP		OFSP-313-GE-PM-SP-002		
	SPECIFICATION FOR CHECK VALVE & BLEED VALVE		Rev.	0	Page

The check valve is designed to be installed in ESP discharge tubing, typically two to three joints above the ESP pump.

The check valve with the following technical parameters and requirements:

- Size: **refer to datasheets**
- Maximum OD: **refer to datasheets**
- Flow capacity: Engineered to handle the expected well production rate with minimal pressure drop, **refer to datasheets**
- Maximum length: 0.3 m
- Thread connection: 8RD EUE API
- Connection type: BOX-PIN
- Working pressure: 5000 psi
- Working temperature: 150 °C
- The check valve shall be manufactured in accordance with the following international standards: API 5CT, API 598, ISO 9001
- Meets material requirements of: NACE MR0175/ISO 15156
- Body material: Grade P110 - equivalent or better.
- Sealing mechanism: Metal-to-metal sealing
- Internal components material: SS equivalent or better.
- High solid content application.

4.3 Bleed valve


The bleed valve prevents excessive pressure buildup or fluid accumulation in the tubing during maintenance or when the pump is inactive for an extended period. It also provides a safe method for draining fluid when servicing or troubleshooting is required.

When a check valve is installed, a bleed valve is typically positioned one joint above it. This valve enables controlled drainage of fluid from the tubing string when needed. It is usually equipped with a small drain plug that, when released, allows fluid to exit and equalize the pressure. A bar or similar tool can be used to break the plug, facilitating the drainage process.

The bleed valve with the following technical parameters and requirements:

- Size: **refer to datasheets**
- Maximum OD: **refer to datasheets**
- Flow capacity: Engineered to handle the expected well production rate with minimal pressure drop, **refer to datasheets**
- Maximum length: 0.3 m
- Thread connection: 8RD EUE API
- Connection type: BOX-PIN
- Working pressure: 5000 psi
- Working temperature: 150 °C
- The check valve shall be manufactured in accordance with the following international standards: API 5CT, API 598, ISO 9001
- Meets material requirements of: NACE MR0175/ISO 15156



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP	OFSP-313-GE-PM-SP-002		
	SPECIFICATION FOR CHECK VALVE & BLEED VALVE	Rev.	0	Page

- Body material: Grade P110 - equivalent or better.
- Sealing mechanism: Metal-to-metal sealing
- Internal components material: SS equivalent or better.
- High solid content application.

5 MARKING

The check valve and bleed valve shall be marked with the following:

- Manufacturer's name or logo.
- API/ISO compliance marking.
- Size.
- Material grade and pressure rating.
- Serial number and batch number.
- Flow direction indication.

6 QUALITY INSPECTION AND TESTING

VENDOR shall provide a detailed Factory Acceptance Test (FAT) and inspection procedure for the COMPANY's approval prior to actual Inspection & Testing. VENDOR's approved FAT procedure and COMPANY specification shall form the basis for the inspection and testing requirements.

COMPANY or COMPANY's authorised representative shall be granted access to VENDOR's premises for inspection and verification of materials and work at any time. All material and test certificates and test report shall be presented to the Inspector for verification.

VENDOR shall ensure that all necessary equipment, services, etc that may be required for the inspection and test are available at no extra cost. All defective components shall be replaced immediately and re-tested.

7 GUARANTEE

Refer to the technical requirements.

8 QUALITY ASSURANCE

The VENDOR and his Sub-VENDOR shall operate a quality system satisfying the latest ISO 9001 Quality Standards, or agreed equivalent standard, commensurate with the goods and services provided.

The VENDOR shall demonstrate evidence of Quality Assurance in all aspects of the VENDOR's current design and manufacturing practices.

9 DOCUMENTATION

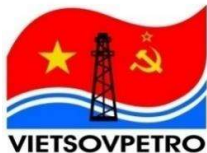
The following documents shall accompany the equipment that is delivered:

- Installation and Operation Manual.
- Related certifications.
- Technical documentation (specification, datasheet, drawing, etc.) for each component, including the equipment catalogue.
- Component / parts list.

The above-mentioned documents shall be compiled by Vendor, bound and delivered together with the relevant materials.

THE END OF DOCUMENT





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



AGREED BY
Deputy Chief Engineer
JV Vietsovpetro

APPROVED BY
Chief Engineer
JV Vietsovpetro

Bovt A.V.

Lê Việt Dũng

**PROJECT NAME : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

**DOCUMENT TITLE : SPECIFICATION FOR WELLHEAD ADAPTER
ASSEMBLY & WELLHEAD PENETRATOR**


DOCUMENT NO. : OFSP-313-GE-PM-SP-001

PHASE : PDM

CONTROLLED

CO-EXECUTOR			PREPARED			CHECKED		
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
ELECTRICAL AUTOMATION AND COMMUNICATION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.	PRO.MGR	AVDEEV A.S.
0	IFA	11.03.2025						
REV.	DES.	DATE	PREP	N.M.SANG	CHK.	P.D.NHAN	DPT.MGR	GRISCHENKO E.N.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP	OFSP-313-GE-PM-SP-001		
	SPECIFICATION FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR	Rev.	0	Page

APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2,
 PARAGRAPH 2.1 OF ORDER NO. 1386/QD-KTSX DATED 14/10/2024**

Head of Mechanical Energy and
 Automation Department,
 JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
 department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2,
 PARAGRAPH 2.1.2 OF ORDER NO. 1386/QD-KTSX DATED 14/10/2024**


Deputy Head of Technical &
 Production department,
 JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
 of OGPE

Popov A.A.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR	OFSP-313-GE-PM-SP-001		
		Rev.	0	Page

VISA:

Director of R&EI

Dao Nguyen Hung

Deputy Director of R&EI

Varlamov D. I

Head of Mechanical Department, OGPE

Nguyen Dai Phuc

Head of Mechanical and Energy Department,
D&W Division

Nguyen Huu Long

Head of Energy and Automation Department,
OGPE

Tran Vinh Phuong

Head of Technical Department, MED

Tran Anh Tuan

Specialist of Mechanical Department, OGPE

Le Duc Toan

Specialist of Energy and Automation
Department, OGPE

Ngo Duc Hai





TABLE OF CONTENTS

1	INTRODUCTION.....	5
	1.1 Purpose of Document	5
	1.2 Definitions and Abbreviations	6
	1.2.1 Definitions	6
	1.2.2 Abbreviations	6
	1.3 Statement of Compliance.....	6
2	CODES, STANDARDS AND APPLICABLE DOCUMENTS	7
	2.1 IEC Standards	7
	2.2 Other Standards.....	7
	2.3 Order of Precedence	8
3	CONDITIONS FOR EQUIPMENT APPLICATION	8
4	TECHNICAL REQUIREMENTS	11
	4.1 Basic technical specification of equipment	11
	4.2 Wellhead adapter Assembly	11
	4.2.1 Tubing head spool.....	11
	4.2.2 Tubing head adapter.....	12
	4.2.3 EFT Tubing Hanger Assembly.....	12
	4.2.4 Accessories for Well Head Adapter Assembly	13
	4.3 Wellhead penetrators.....	13
	4.3.1 Surface Pigtail	13
	4.3.2 Wellhead Feedthrough System	14
	4.3.3 RETENTION BRACKET For Surface Pitail	16
	4.3.4 Redress Kit.....	16
5	PAITING.....	16
6	QUALITY INSPECTION AND TESTING	16
7	GUARANTEE	16
8	QUALITY ASSURANCE.....	17
9	DOCUMENTATION	17





1 INTRODUCTION

This document, together with the project datasheets provided separately, defines the minimum requirements for supply, engineering, materials, fabrication, inspection, testing, certification, painting, preparation for shipment, packing, forwarding, transport and documentation for equipment of a typical well with electric submersible pump.

The VENDOR shall ensure that all equipment and services supplied meet the requirements of this specification, the project data sheets, Codes & Standards and specifications nominated herein.

The wellhead adapter assembly & wellhead penetrator are essential components of the ESP system for oil and gas producing wells, that provide a sealed pathway for the power cable, control line, chemical line and maintaining pressure integrity.

The platforms are located at the fields of the JV Vietsovetro, approximately 145 km southeast of Vung Tau, on the shelf of the Socialist Republic of Vietnam.

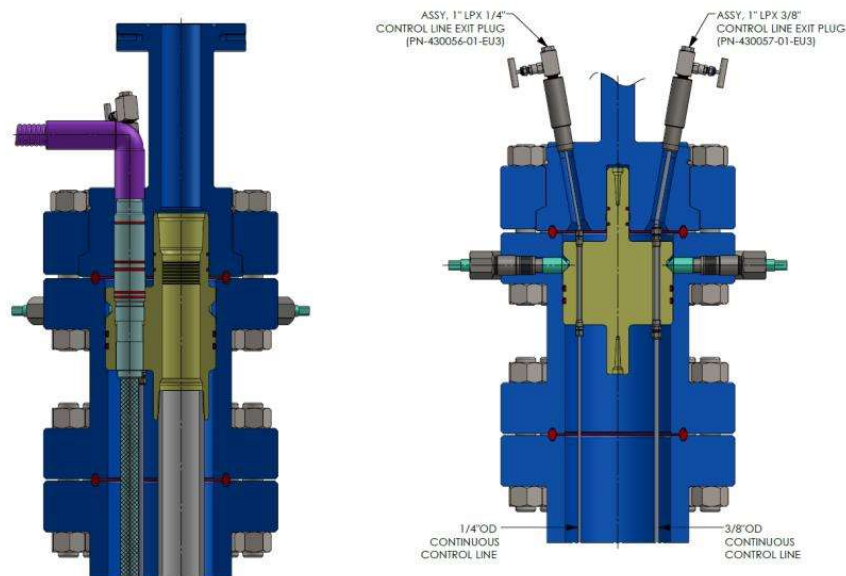


Figure 1. Wellhead Adapter Assembly & Wellhead Penetrator for ESP's well.


1.1 Purpose of Document

This specification defines the minimum requirements for the supply, design, materials, manufacture, inspection and testing, preparation for shipment and documentation for the Wellhead Adapter Assembly & Wellhead Penetrator for ESP's well of VSP's project.

It must be read with all relevant codes of practice, standard drawings, project specifications and international codes & standards specified in this document.

This document specifies the applicable project documents, documentation requirements and inspection requirements for this package



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP SPECIFICATION FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR	OFSP-313-GE-PM-SP-001			
		Rev.	0	Page	6 of 17

1.2 Definitions and Abbreviations

1.2.1 Definitions

PROJECT	Unification of Surface electrical equipment for equipping a typical well with electric submersible pump
COMPANY	The party which initiates the project and ultimately pays for its design and construction and owns the facilities. Here the COMPANY is Vietsovetro (Referred to as VSP)
CONTRACTOR	The party which carries out all or part of the design, engineering, procurement, construction and commissioning of the project
VENDOR	The party on which the order or contract for supply of the equipment / package or services is placed
SHALL	Indicates a mandatory requirement
SHOULD	Indicates a recommendation

1.2.2 Abbreviations

Ex'd'	Explosion Protection Technique – Flameproof Enclosure
Ex'e'	Explosion Protection Technique – Increased Safety
Ex 'ed'	Explosion Protection Technique - Increased safety enclosure with Ex'd' internal components
Ex 'm'	Explosion Protection Technique – Encapsulation 'm'
Ex'n'	Explosion Protection Technique – Non-sparking
FAT	Factory Acceptance Test
IEC	International Electrotechnical Commission
IP	Ingress Protection
P	Phase
HV	High Voltage
ESP	Electrical Submersible Pump
VSP	Vietsovetro

1.3 Statement of Compliance

VENDOR shall guarantee the equipment complies with this specification and is properly designed, constructed and suitable for the specified requirements.

The equipment shall be tested in the VENDOR's works to prove capability and compliance with this specification. All tolerances shall be in accordance with this specification, and relevant IEC standards.

If the equipment fails to comply with the specification, COMPANY/CONTRACTOR reserves the rights to reject the equipment, or allow the VENDOR to rectify the problem and retest, free of charge to the COMPANY/CONTRACTOR.

The VENDOR shall notify the CONTRACTOR of any apparent conflict between this Specification, Drawings, Datasheets, Codes and Standard, and any other relevant documents. Resolution





Rev.	0	Page	7 of 17
------	---	------	---------

and/or interpretation precedence shall be obtained from CONTRACTOR in writing before proceeding with design/ manufacture.

All deviations from the requirements of the specification shall be clearly stated in the Bid Documentation using the "VENDOR Deviation Form". In the absence of such a statement, it shall be deemed that all requirements of this specification are fulfilled without exception.

All deviations from the requirements of the specifications shall be obtained approval from COMPANY/CONTRACTOR in writing before proceeding with design/ manufacture.

2 CODES, STANDARDS AND APPLICABLE DOCUMENTS

The electrical system design shall generally comply with the latest revision and relevant sections of the following regulations, standards and codes of practices.

The applicable international codes and standards are as follows:

- IEC International Electro technical Commission
- ISO International Organization for Standardisation
- API American Petroleum Institution
- NACE National Association of Corrosion Engineers
- DNV GL Det Norske Veritas AS

Note: Unless specifically designated by date, the latest edition of each publication shall be used, together with amendments, supplements or revision thereto.

2.1 IEC Standards

- IEC 60079-1 Explosive Atmosphere – Part 1: Equipment Protection by Flameproof Enclosures 'd'
- IEC 60079-7 Explosive Atmosphere – Part 7: Equipment Protection by Increased Safety 'e'
- IEC 60079-14 Explosive Atmospheres – Part 14: Electrical Installation Design, Selection and Erection
- IEC 60079-15 Explosive Atmosphere – Part 15: Equipment Protection by Type of Protection 'n'
- IEC 60079-18 Explosive Atmosphere – Part 18: Equipment Protection by Encapsulation 'm'
- IEC 60309 Plugs, Socket Outlets and Couplers for Industrial Purposes
- IEC 60529 Degrees of Protection Provided by Enclosures (IP Code)
- IEC 61892 Mobile and Fixed Offshore Units – Electrical Installations

2.2 Other Standards

- ISO 9001 Quality Management Systems – Requirements
- ISO 14001 Environmental Management Systems – Requirements with Guidance for Use
- ISO 45001 Occupational Health and Safety Management Systems – Requirements with Guidance for Use





API 5CT	Specification for Casing and Tubing
API 5B	Specification for Threading, Gauging, and Inspection of Casing, Tubing, and Line Pipe Threads
API 6A	Specification for Wellhead and Christmas Tree Equipment
NACE MR0175 /ISO 15156	Petroleum and natural gas industries – Materials for use in H2S-containing environments in oil and gas production

The design and engineering of the installation shall satisfy all statutory requirements of the national and/or local authorities.

The installation shall be suitable for the site conditions.

In the event of contradiction between the requirements of this document, IEC, ISO, or IP, the IEC shall prevail, provided the statutory obligations are satisfied.

2.3 Order of Precedence

Order of precedence in case of conflict between documents shall generally be:

- This Specification
- Reference Project Standards, Data Sheets, Specifications and Drawings
- International Codes and Standards

The above order of precedence is only a general guide, where a conflict and/or discrepancy exist between this specification and the above documents, drawings, codes, and/or standards, it is the responsibility of the **VENDOR** to bring it to the attention of the **COMPANY/CONTRACTOR** immediately for decision and disposition of the discrepancy or conflict.

In the event that the **VENDOR** fails to highlight any discrepancies and/or conflicts, the most stringent requirements shall apply. **COMPANY/CONTRACTOR**'s decision shall be binding on the **VENDOR** without any additional cost and schedule impact.


3 CONDITIONS FOR EQUIPMENT APPLICATION

All equipment installed shall be suitable for operation on offshore environment conditions.

Design environmental and climatic data:

Air Temperature	21.5 °C - 40 °C
Relative humidity	56 % - 100 %
Atmospheric pressure	999mbar - 1022 mbar
Wind speed	30m/sec (North-East)
Solar radiation	378/gcal/cm ² (average sum per month)
Sea water temperature	25 °C - 32 °C
Sea water Salinity	29.83 % - 34.59 %
Sea water density	1018.4 kg/m ³ - 1024.19 kg/m ³
Precipitations	541mm (max)
Seismicity	6 (Richter Scale)



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP		OFSP-313-GE-PM-SP-001	
	SPECIFICATION FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR		Rev. 0	Page 9 of 17

Operating parameter:

Maximum working pressure: 5000 psi
Maximum working Temperature. 121 Deg C

Corrosion conditions:

- CO2 concentration in associated gas, % mol: up to 1% mol.
- Presence of H2S in gas (ppm): up to 27011
- pH factor of produced water. Short term (up to 6 hour) pH change down to pH=0 is allowed: 3.0 – 9.0 inclusive

Type of other chemical:

- Acid treatment fluid: 15%-20% HC1, 3% 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.

Typical exiting wellhead & X-Mas tree of company

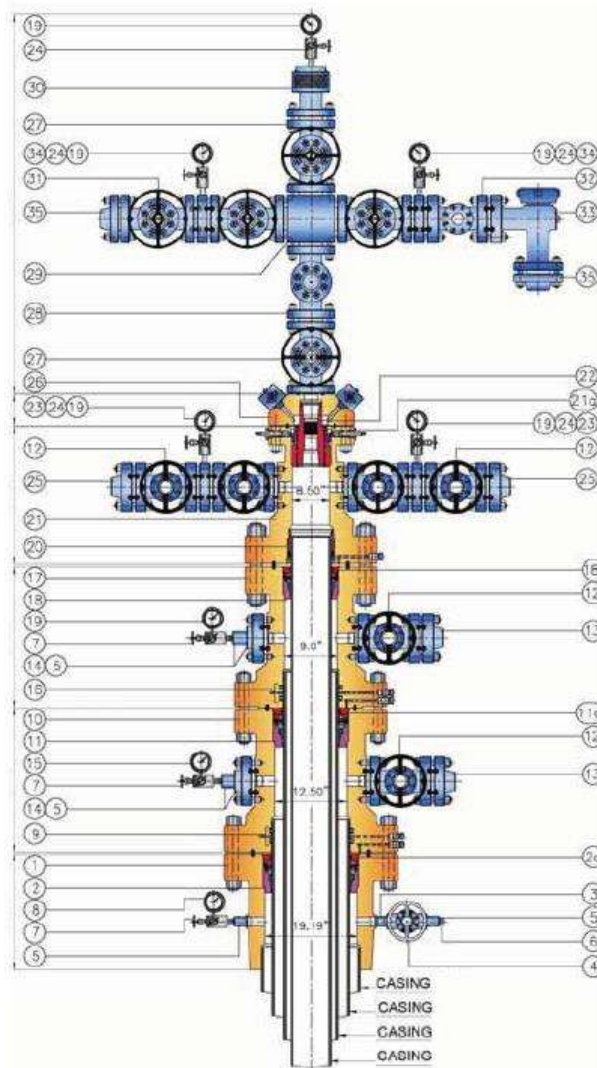


Figure 2. Typical exiting wellhead & X-Mas tree of company



Exiting Downhole Cable of Company

- Conductor size: #4 AWG solid drawn copper
- Type: Flat
- Insulation: High dielectric, low swell EPDM
- Barrier: Lead
- Armor: Stainless steel
- Temperature rating: 230 °C
- Voltage rating : 5KV

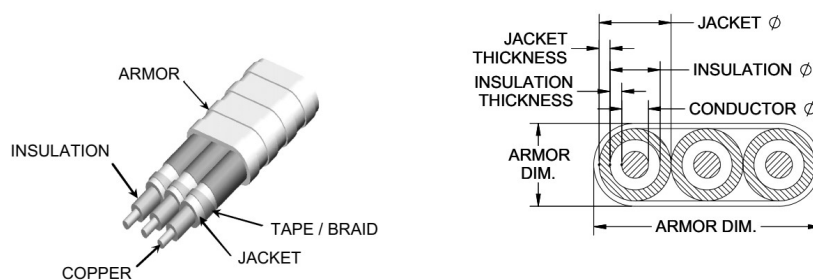
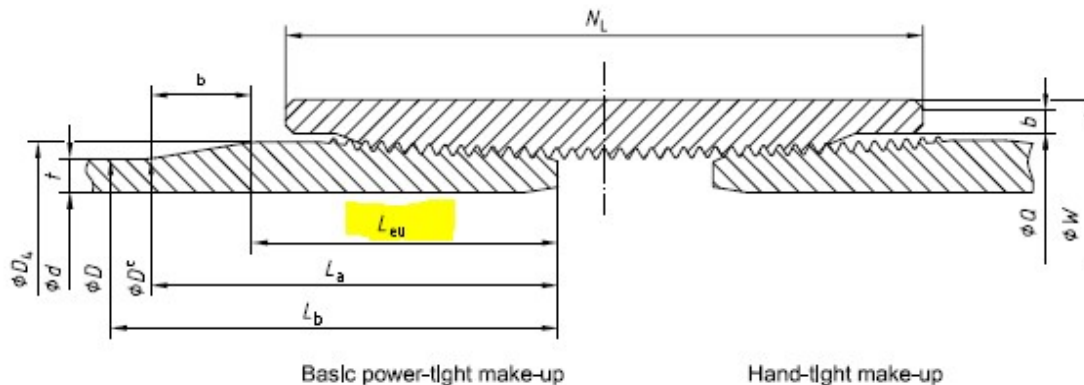


Figure 3. Typical exiting Flat downhole cable of Company

Tubing characteristics: as per Specification API 5CT:

- Grade P-110;
- Thread: API EUE;
- Weight as per API standard;
- Sizes: 2-7/8" 6.5 lb/ft, 3-1/2"9.3 lb/ft.
- 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 Figure 4



Leu – Length from end of pipe to to start of taper, mm

Figure 4. EXTERNAL-UPSET TUBING AND COUPLING





4 TECHNICAL REQUIREMENTS

4.1 Basic technical specification of equipment

All supplied equipment and materials shall be certified. The following certificates shall accompany the equipment:

- certificate of origin, issued by the Trade Chamber of equipment export country or manufacture's country;
- certificate of quantity and quality;
- certificate of equipment testing by manufacturer;
- certificate of warranty, issued by vendor or seller.

Supplied equipment shall fit-for-purpose of implementing within the major technological equipment of Vietsovpetro without retrofit.

Procured equipment and materials shall be non-toxic, electric-explosive-fire proof and comply with ecological standards of SRV.

The set of procured equipment and materials shall comply with wells construction and wellhead equipment, ensure round trip operations by workover teams of Vietsovpetro without retrofit of BOP and tools used in VSP.

4.2 Wellhead adapter Assembly

Basic data for design: Wellhead adapter is designed to meet API 6A Specification of the latest editions, PSL 1, Material class AA/BB, Rated temperature U with API monogram; Ensure the sealing of the ESP cable; EFT mini mandrel.

4.2.1 Tubing head spool


Tubing head spools are attached to the top flange of company's exiting tubing spools (defined at figure #1), which is used to hang the tubing and seal the annulus between the tubing and casing, consisting of tubing head spool and tubing hanger.

Tubing head Spool with design of versatile straight-bore, can be installed tubing hanger. The construction of the tubing head spool must guarantee safety and no damage to the seals of the tubing hanger during installation. Vendor are requested to provide detail drawings of the tubing hanger and tubing head spool and description of its construction as well.

Tubing head spool with the following technical parameters and requirements:

- Forged steel.
- API Flange Bottom Size: **refer to datasheets**. Pressure rating: 5000 Psi W.P.
- API Flange Top Size: **refer to datasheets**. Pressure rating: 5000 Psi W.P.
- API 6A Specification of latest editions, PSL-1, PR-2.
- Material Class: AA/BB.
- On Top Flange with 8 ÷ 12 hold-down screw
- The tubing spool is designed with minimum ID 217 mm suitable for rock bit 8 1/2"
- Capable of handling 136 Ton (300.000 LB) of tubing load
- One port 1/2" NPT - 5.000psi for testing space between Top and Bottom flange - 5000 Psi (testing can be performed immediately after installing the tubing head spool of ESP system on the flange of existing tubing head spool).
- one port 1/2" NPT – 5000 Psi on top flange and one port 1/2" NPT – 5000 Psi on bottom flange for testing space between ring type joint



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP	OFSP-313-GE-PM-SP-001		
	SPECIFICATION FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR	Rev.	0	Page

4.2.2 Tubing head adapter

Tubing head adapter is a specialized wellhead component that connects the tubing head spool at bottom and to Exiting Christmas tree at top.

Tubing head adapters shall have seal bores to accommodate both a tubing hanger neck seal and a power cable for the electric submersible pump, through a penetrator, ensuring pressure integrity. Tubing head adapter shall be prepared to receive control line and chemical line with needle valve.

Tubing head adapter with the following technical parameters and requirements:

- Swivel API Flange Bottom Size: **refer to datasheets**. Pressure rating: 5000 Psi W.P.
- API Flange Top Size: **refer to datasheets**. Pressure rating: 5000 Psi W.P. To Accept Extended ESP HGR, Seal-Sub & Penetrator profile
- API 6A Specification of latest editions, PSL-1, PR-2
- Material Class: BB
- Temperature Rating: Class U
- On Top Flange with 8 ÷ 12 hold-down screw
- Prepared for passing penetrator complex to provide a sealed pathway for the ESP power cable, ensuring pressure integrity.
- **Wellhead penetrator profile: suitable with dimension of proposed wellhead penetrators.**
- Bottom prepared to receive: extended neck of tubing hanger, c/w 2 (two) block manifold with Needle valve: for 3/8" O. D. chemical injection line, 1/4" O. D. hydraulic continuous control line with Swagelok fittings
- One port 1/2" NPT – 5000 Psi for testing space between two neck seal of tubing hanger, one port on flange 5000 Psi for testing space between Top and Bottom flange 5000# & body seal & Penetrator


4.2.3 EFT Tubing Hanger Assembly

A tubing hanger for an ESP well is a critical component of the wellhead system. It is designed to suspend the production tubing inside the well and provide essential sealing and electrical pass-through connections for the ESP power cable.

EFT Tubing Hanger Assembly with the following technical parameters and requirements:

- Extension neck type, including body seal (02 Pce) and neck seal (02 Pce)
- Size: **refer to datasheets**
- Thread connection: EUE API
- Prepared for passing penetrator complex.
- **Wellhead penetrator profile: suitable with dimension of proposed wellhead penetrators.**
- Prepared for two ports: One port for 3/8" O.D Chemical Injection Line, one port for 1/4" O.D Hydraulic continuous Control Line, c/w Swagelok Fittings
- API 6A, Specification of latest editions, PSL-1, PR-2
- Material Class: BB
- Temperature Rating: Class U



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP		OFSP-313-GE-PM-SP-001		
	SPECIFICATION FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR		Rev.	0	Page

4.2.4 Accessories for Well Head Adapter Assembly

- ❖ Stud bolt with two nuts for Studded Bottom for tubing head spool:
 - Quantity: 24 set.
 - Size: **refer to datasheets**.
 - bolt: ASTM A193 Gr. B7, nut: ASTM A194 Gr. 2H Galvanized thickness of plating 8÷12 µm as ASTM B841 section 4 and Xylan fluorocarbon coated ASME B18.2.1/B18.2.2.
- ❖ Stud bolt with two nuts for Studded Top - for tubing head adapter:
 - Quantity: 8 set.
 - Size: **refer to datasheets**.
 - bolt: ASTM A193 Gr. B7, nut: ASTM A194 Gr. 2H Galvanized thickness of plating 8÷12 µm as ASTM B841 section 4 and Xylan fluorocarbon coated ASME B18.2.1/B18.2.2.
- ❖ Ring Gasket for tubing head spool:
 - Quantity: 03 set.
 - Size: **refer to datasheets**.
- ❖ Ring Gasket for tubing head adapter:
 - Quantity: 02 set.
 - Size: **refer to datasheets**.
- ❖ Wear bushing & Combination test plug for tubing head spool:
 - Pressure rating: 5000 psi.
- ❖ Back pressure valve for tubing hanger:
 - Size: **refer to datasheets**.
- ❖ Body seal for EFT Tubing hanger assembly
 - Quantity: 02 sets (02 Pcs/set).
- ❖ Neck seal for EFT Tubing hanger assembly
 - Quantity: 02 sets (02 Pcs/set).
- ❖ Seal for penetrator
 - Quantity: 02 sets.

4.3 Wellhead penetrators

Wellhead Penetrator is a specialized device designed to transmit electrical power from the surface to an ESP inside an oil well, while maintaining pressure integrity and preventing leakage. It provides simple electrical connections to Class I, Division 1 explosion-proof certified systems, making it suitable for various applications and well conditions. Wellhead adapter including: Surface Pigtail, Wellhead Feedthrough System, Retention bracket for surface pitail, Redress kit...

4.3.1 Surface Pigtail

Surface Pigtail is a surface electrical cable, typically a short conductor with specialized connectors, used to transmit power from the surface control system to the Wellhead Penetrator and then to the ESP.

Surface Pigtail with the following technical parameters and requirements:





Rev.	0	Page	14 of 17
------	---	------	----------

- Mates to Wellhead Feedthru system.
- Body: Aluminum Bronze / Nitronic 60 Stainless Steel
- Class 1, Division 1, Hazardous Location Certified
- Working temperature: -45.56°C up to 162.78°C

Attached to electrical cable: Round profile AWG #2 Shielded MC-HL Cable

- Voltage: 5000 V
- Current: 154 Amps
- Length: At least 15 meters
- Power Contacts: Copper Alloy
- Primary Insulation: Ultra High Dielectric PEEK Thermoplastic
- High Dielectric Injection Molded Proprietary EPDM Rubber

0-3 Keyways to ensure 60 Deg MAX Angular Rotation to Point Surface Connector in any direction.

Surface Connector Option: 90-degree Surface Connector.

4.3.2 Wellhead Feedthrough System

Wellhead Feedthrough System is an advanced electrical penetrator system used in ESP installations to transmit power through the wellhead while ensuring pressure integrity, safety, and electrical reliability. Wellhead Feedthrough System shall be connected to Surface Pigtail and Downhole Cable.

Wellhead Feedthrough System with the following technical parameters and requirements:

- Dimension: Mates concentrically to wellhead adapter assembly.

- Mates to Surface Pigtail.

- Voltage: 5000 V
- Current: 154 Amps
- Pressure: 5000 PSI
- Temperature: -66.1°C up to 162.8°C
- Class 1, division 1, hazardous location certified
- Material:

- Alloy Steel- Feedthru: 4130/4140 alloy steel zinc plated
- Power contacts: copper alloy
- Ultra-high dielectric primary insulation
- High dielectric injection molded rubber
- HSN/HNBR O-Rings, Viton & Aflas available

Other requirement for Field attachable cable:

- Attachable- Cable: #4 AWG solid drawn copper – FLAT
- Length: At least 10 feet
- Conductors: The conductors shall be designed to ensure low electrical resistance, high conductivity, and mechanical strength under downhole operating conditions.





- **Material:** The conductors shall be made of high-purity annealed copper to minimize electrical losses. Shall be optionally tinned for additional corrosion protection if required by specific well conditions.
 - **Conductor Type:** The conductors shall be consolidated, meaning they are either solid or tightly compacted stranded copper to prevent voids that may trap gases or fluids. If stranded, the construction shall ensure maximum flexibility while maintaining mechanical robustness.
 - **Size:** The conductor cross-section shall be selected based on the voltage drop, current carrying capacity, and thermal conditions. The minimum conductor size shall be AWG #4, ensuring sufficient current-carrying capacity for ESP operation.
 - **Surface Finish:** The conductors shall have a smooth surface, free of oxidation or defects that could lead to localized electrical stress or mechanical failure.
- **Insulation:** The insulation system shall provide high dielectric strength, thermal stability, and resistance to aggressive downhole chemicals:
- **Material:** The primary insulation shall be EPDM (Ethylene Propylene Diene Monomer), chosen for its excellent thermal resistance (up to 230°C) and high dielectric strength (≥ 5 kV). EPDM shall be formulated for high resistance to swelling when exposed to hydrocarbons, H₂ S, CO₂, and other downhole fluids.
 - **Electrical Properties:** The insulation shall provide a dielectric strength sufficient to withstand transient voltage spikes and prevent electrical breakdown. The insulation resistance shall be at least 500 MΩ·m at 20°C.
 - **Mechanical Properties:** The insulation shall be tear-resistant and capable of withstanding installation stress. It shall have a smooth, uniform thickness to prevent localized weaknesses and ensure long service life.
 - **Thickness:** The insulation thickness shall be designed to meet IEEE 1018 and API RP 11S5 requirements for 5 kV-rated cables, ensuring adequate electrical isolation and mechanical protection.
- **Cable Profile:** The cable shall have a flat profile, which is required for ease of installation, improved heat dissipation, and enhanced resistance to mechanical damage.
- **Advantages of Flat Profile:** Reduces cable twisting and movement in the wellbore. Improves thermal dissipation, preventing overheating. Enhances mechanical protection when strapped to the ESP tubing.
 - **Dimensional Stability:** The cable shall be designed to maintain its flat profile under operational loads and thermal cycling. It shall not deform under high-pressure (340 atm) and high-temperature (230°C) conditions.
 - **Strapping and Handling Considerations:** The cable profile shall allow secure attachment to the ESP tubing using standard cable bands or clamps. Minimum bending radius shall be at least 10 × the outer cable thickness to prevent insulation cracking or conductor damage.
- **Armoring:** The cable shall have a dual-layer armoring system to provide mechanical strength and protection against aggressive downhole environments.
- **Inner Armoring – Lead (Pb) Sheath** The cable shall include a seamless lead (Pb) sheath as the inner protective layer. The lead sheath shall provide: Complete resistance to H₂ S, CO₂, chlorides, and other corrosive well fluids. Gas-tight sealing to prevent the penetration of gases into the insulation. Flexibility to





accommodate bending during installation while maintaining structural integrity. The lead sheath shall be extruded with uniform thickness and shall be free from cracks, voids, or inclusions.

- Outer Armoring – Stainless Steel: The outer armor shall be made of high-strength stainless steel, ensuring resistance to both mechanical damage and external corrosion. Shall protect against: Abrasion and mechanical impact from well tubing, clamps, or debris. Corrosion in high-salinity and CO₂ -rich environments. Tensile and compressive loads encountered during ESP installation and retrieval. The stainless-steel armor shall be helically wrapped around the cable, providing flexibility while maintaining structural integrity.
- The armor shall be tightly bonded to prevent gaps or movement under operational conditions.

4.3.3 RETENTION BRACKET For Surface Pigtail

Retention Bracket for Surface Pigtail is a mechanical support device used in Electrical Submersible Pump (ESP) systems to secure and organize the surface pigtail cable as it connects to the wellhead penetrator. It ensures stability, strain relief, and protection of the electrical connections from mechanical stress, movement, or environmental factors.

Retention Bracket for Surface Pigtail with the following technical parameters and requirements:

- Body: Alloy Steel Zinc Plated
- Accommodates to proposed surface pigtail and tubing head adapter OD's.

4.3.4 Redress Kit

- Includes spare O-Rings and Set-Screws

5 PAINTING

The Wellhead & X-mas tree shall be painted in order to be used in unprotected sea offshore location and tropical climate.

The bidder shall be responsible to perform painting, preservation as specified of Painting specification for platform and pipeline (Typical engineering documentation) - VSP-NIPI-TYP-GE-AC7-SP-10 Rev.0.

6 QUALITY INSPECTION AND TESTING

VENDOR shall provide a detailed Factory Acceptance Test (FAT) and inspection procedure for the COMPANY's approval prior to actual Inspection & Testing. VENDOR's approved FAT procedure and COMPANY specification shall form the basis for the inspection and testing requirements.

COMPANY or COMPANY's authorised representative shall be granted access to VENDOR's premises for inspection and verification of materials and work at any time. All material and test certificates and test report shall be presented to the Inspector for verification.


VENDOR shall ensure that perfect installation and connection between the wellhead penetrator and the wellhead adapter assembly.

VENDOR shall ensure that all necessary equipment, services, etc that may be required for the inspection and test are available at no extra cost. All defective components shall be replaced immediately and re-tested.

7 GUARANTEE

Refer to the technical requirements.



	UNIFICATION OF EQUIPMENT FOR EQUIPPING A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP	OFSP-313-GE-PM-SP-001		
	SPECIFICATION FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR	Rev.	0	Page

8 QUALITY ASSURANCE

The VENDOR and his Sub-VENDOR shall operate a quality system satisfying the latest ISO 9001 Quality Standards, or agreed equivalent standard, commensurate with the goods and services provided.

The VENDOR shall demonstrate evidence of Quality Assurance in all aspects of the VENDOR's current design and manufacturing practices.

9 DOCUMENTATION

The following documents shall accompany the equipment that is delivered:

- Installation and Operation Manual.
- Related certifications.
- Technical documention (specification, datasheet, drawing, etc.) for each component, including the equipment catalogue.
- Component / parts list.

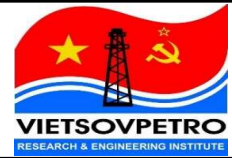
The above-mentioned documents shall be compiled by Vendor, bound and delivered together with the relevant materials.

THE END OF DOCUMENT





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



AGREED BY
Deputy Chief Engineer
JV Vietsovpetro

APPROVED BY
Chief Engineer
JV Vietsovpetro

Bovt A.V.

Lê Việt Dũng

**PROJECT : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

**DOCUMENT TITLE : DATA SHEET FOR DOWNHOLE ELECTRICAL CABLE
& CROSS COUPLING CABLE PROTECTORS**

DOCUMENT No : OFSP-313-GE-PM-DS-005

PHASE : PDM

CONTROLLED

CO-EXECUTOR			PREPARED		CHECKED			
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
ELECTRICAL AUTOMATION AND COMMUNICATION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.	PRO.MGR	AVDEEV A.S.
0	IFA	11.03.2025						
REV	DES	DATE	PREP	N.M.SANG	CHK	P.D.NHAN	DPT.MGR	GRISCHENKO E.N.





APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2025**

Head of Mechanical Energy and
Automation Department,
JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
Department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1.2
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

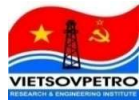
Deputy Head of Technical &
Production department,
JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
of OGPE

Popov A.A.





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP
**DATA SHEET FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE
PROTECTORS**

OFSP-313-GE-PM-DS-005

Rev. 0 Page 3 of 4

VISA:

Director of R&EI	Dao Nguyen Hung
Deputy Director of R&EI	Varlamov D. I
Head of Energy and Automation Department, OGPE	Tran Vinh Phuong
Dept. manager of Well Intervention & Well Test, OGPE	Dinh Ngoc Quynh
Head of Technical Department, MED	Tran Anh Tuan
Specialist of Mechanical Department, OGPE	Le Duc Toan
Specialist of Energy and Automation Department, OGPE	Ngo Duc Hai
Head Submersible Pump Workshop, MED	Do Thang
Specialist of Technical Department, OGPE	Tran Van Thanh
Expert of Well Intervention & Well Test, OGPE	Vu Xuan Thach





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP

OFSP-313-GE-PM-DS-005

DATA SHEET FOR DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE PROTECTORS

Rev. 0 Page 4 of 4

ITEM :DOWNHOLE ELECTRICAL CABLE & CROSS COUPLING CABLE	QUANTITY: : Note 1
General Specification OFSP-313-GE-PM-SP-003	Standards, codes : Refer Clause 2 of General Specification
Manufacturer: : (Note 2)	Model: : (Note 2)

SERVICE DESCRIPTION:

1	ENVIRONMENTAL CONDITIONS	
2	Location:	ESP Well Completion
3	Working temperature	150 DegC
4	Working pressure	5000 Psi
5	High solid content app.	Up to 2g/lit
6	CO2 concentration in associated gas, % mol:	up to 1% mol.
7	Presence of H2S in gas (ppm):	up to 27011

8	PARTICULARS OF EQUIPMENT	UNITS	PURCHASER'S REQUIREMENTS	VENDOR'S RESPONSE
---	--------------------------	-------	--------------------------	-------------------

I. DOWNHOLE ELECTRICAL CABLE

9	Size		# 4 AWG	
10	Profile		FLAT	
11	Rated Voltage	V AC	5000	
12	Length	m	As per technical requirement	
13	Material for Downhole Electrical Cable for Connection.	Set	1	
14	Rated pressure	Psi	5000	
15	Rated temperature	°C	230	
16	Detail requirement refer to specifications			

II. CROSS COUPLING CABLE PROTECTOR

17	Size	inch	3 1/2" or 2 7/8" as per Technical requirement	
18	Maximum OD		For size: 3 1/2" ≤ 141 other For size: 2 7/8" ≤ 117	
19	Length		Compatible with spacing between couplings Specified in TS	
20	Fastening Mechanism		Bolts and Pins	
21	Body material		Meets material requirements of: NACE MR0175/ISO 15156	
22	Cable Capacity		The traction strength is at least twice the weight of the cable between the couplings	
23	Profile		•01 Flat ESP's cable AWG #4 - Profile of CCCP shall mates to dimension of Proposed Downhole Electrical Cable. •01 chemical line 3/8" & 01 Control line 1/4".	
24	Working pressure	Psi	5000	
25	Working temperature	°C	150	
26	Standards		API 5CT, ISO 9001, NACE MR0175/ISO 15156	

III. Material for Downhole Electrical Cable for Connection

27	Refer to Technical Specification			
28	Quatity		Refer to the technical requirements	

IV. Bands

29	Refer to Technical Specification			
30	Bands material		Monel or stainless steel	
31	Quatity	Set	1	

NOTES

- 32 1. Shall be specified in Technical requirement
- 33 2. To be completed/confirmed by Manufacturer
- 34 3. All Cross Coupling Cable Protectors must be beveled with the appropriate angle and need to be evaluated, simulated, tested for safety pass through casing and top liner (Specification of VSP Casing and top liner is shown in item 3 CONDITIONS FOR EQUIPMENT APPLICATION of TS).
- 35 4. BIDDER/VENDOR must provide the Protector/Protectorizer Testing report for passing through casing top liner + casing before shipment
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49
- 50
- 51
- 52
- 53





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



AGREED BY
Deputy Chief Engineer
JV Vietsovetro

APPROVED BY
Chief Engineer
JV Vietsovetro

Bovt A.V.

Lê Việt Dũng

**PROJECT : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

DOCUMENT TITLE : DATA SHEET FOR CHECK VALVE & BLEED VALVE

DOCUMENT No : OFSP-313-GE-PM-DS-004

PHASE : PDM

CONTROLLED

CO-EXECUTOR			PREPARED		CHECKED			
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
ELECTRICAL AUTOMATION AND COMMUNICATION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.	PRO.MGR	AVDEEV A.S.
0	IFA	11.03.2025						
REV	DES	DATE	PREP	N.M.SANG	CHK	P.D.NHAN	DPT.MGR	GRISCHENKO E.N.





APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2025**

Head of Mechanical Energy and
Automation Department,
JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
Department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1.2
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Deputy Head of Technical &
Production department,
JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
of OGPE

Popov A.A.





VISA:

Director of R&EI

Dao Nguyen Hung

Deputy Director of R&EI

Varlamov D. I

Dept. manager of Well Intervention & Well Test,
OGPE

Dinh Ngoc Quynh

Expert of Well Intervention & Well Test, OGPE

Vu Xuan Thach

Specialist of Technical Department, OGPE

Tran Van Thanh

Head of Technical Department, MED

Tran Anh Tuan





DATA SHEET FOR CHECK VALVE & BLEED VALVE

ITEM : CHECK VALVE & BLEED VALVE	QUANTITY: : Note 1
General Specification OFSP-313-GE-PM-SP-002	Standards, codes : Refer Clause 2 of General Specification
Manufacturer: : (Note 2)	Model: : (Note 2)

SERVICE DESCRIPTION:

1	ENVIRONMENTAL CONDITIONS	
2	Location:	ESP Well Completion
3	Working temperature	150 DegC
4	Working pressure	5000 Psi
5	High solid content app.	Up to 2g/lit
6	CO2 concentration in associated gas, % mol:	up to 1% mol.
7	Presence of H2S in gas (ppm):	up to 27011

8	PARTICULARS OF EQUIPMENT	UNITS	PURCHASER'S REQUIREMENTS	VENDOR'S RESPONSE
---	---------------------------------	--------------	---------------------------------	--------------------------

I. CHECK VALVE

9	I. CHECK VALVE			
10	Size	inch	3 1/2" or 2 7/8" as per Technical requirement	
11	Maximum OD	mm	For size: 3 1/2" ≤ 115 (Outer Diameter of Coupling 3 1/2") For size: 2 7/8" ≤ 95 (Outer Diameter of Coupling 2 7/8")	
12	Maximum flow capacity	m ³ /day	For size: 3 1/2" ≥1000 For size: 2 7/8" ≥550	
13	Maximum length	m	0.3	
14	Thread connection		8RD EUE API	
15	Connection type		BOX-PIN	
16	Working pressure	Psi	5000	
17	Working temperature	°C	150	
18	Standards		API 5CT, API 598, ISO 9001, NACE MR0175/ISO 15156	
19	Body material		Stainless steel	
20	Sealing mechanism		Metal-to-metal sealing	
21	Internal components material		Stainless steel	

II. BLEED VALVE

22	II. BLEED VALVE			
23	Size	inch	3 1/2" or 2 7/8" as per Technical requirement	
24	Maximum OD	mm	For size: 3 1/2" ≤ 115 (Outer Diameter of Coupling 3 1/2") For size: 2 7/8" ≤ 95 (Outer Diameter of Coupling 2 7/8")	
25	Maximum length	m	0.3	
26	Thread connection		8RD EUE API	
27	Connection type		BOX-PIN	
28	Working pressure	Psi	5000	
29	Working temperature	°C	150	
30	Standards		API 5CT, API 598, ISO 9001, NACE MR0175/ISO 15156	
31	Body material		Stainless steel	
32	Sealing mechanism		Metal-to-metal sealing	

NOTES

34	1. Shall be specified in Purchase Requisition
35	2. To be completed/confirmed by Manufacturer
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	





RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS



AGREED BY
Deputy Chief Engineer
JV Vietsovetro

APPROVED BY
Chief Engineer
JV Vietsovetro

Bovt A.V.

Lê Việt Dũng

**PROJECT : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

**DOCUMENT TITLE : DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY &
WELLHEAD PENETRATOR (THS 9"x9" & THA 9" x
3 1-18")**

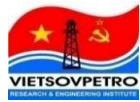
DOCUMENT No : OFSP-313-GE-PM-DS-003

PHASE : PDM

CONTROLLED

CO-EXECUTOR			PREPARED		CHECKED			
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
ELECTRICAL AUTOMATION AND COMMUNICATION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.	PRO.MGR	AVDEEV A.S.
0	IFA	11.03.2025						
REV	DES	DATE	PREP	N.M.SANG	CHK	P.D.NHAN	DPT.MGR	GRISCHENKO E.N.





APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2025**

Head of Mechanical Energy and
Automation Department,
JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
Department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1.2
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Deputy Head of Technical &
Production department,
JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
of OGPE

Popov A.A.





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP
DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR (THS
9"x9" & THA 9" x 3 1-18")

OFSP-313-GE-PM-DS-003

Rev. 0 Page 3 of 5

VISA:

Director of R&EI Dao Nguyen Hung

Deputy Director of R&EI Varlamov D. I

Head of Mechanical Department, OGPE Nguyen Dai Phuc

Head of Mechanical and Energy Department,
D&W Division Nguyen Huu Long

Head of Energy and Automation Department,
OGPE Tran Vinh Phuong

Head of Technical Department, MED Tran Anh Tuan

Specialist of Mechanical Department, OGPE Le Duc Toan

Specialist of Energy and Automation
Department, OGPE Ngo Duc Hai

Head Submersible Pump Workshop, MED Do Thang





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP

OFSP-313-GE-PM-DS-003

DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR (THS 9"x9" & THA 9" x 3 1-18")

Rev. 0 Page 4 of 5

ITEM : WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR (THS 9"x9" & THA 9" x 3 1-18")	QUANTITY: : Note 1
General Specification : OFSP-313-GE-PM-SP-001	Standards, codes : Refer Clause 2 of General Specification
Manufacturer: : (Note 2)	Model: : (Note 2)

SERVICE DESCRIPTION:

1	ENVIRONMENTAL CONDITIONS	POWER SYSTEM
2	Location: Outdoor, Offshore, salt laden & tropical	System Voltage: up to 5000 VAC
3	Ambient air temp: Min:20.5°C Max: 39°C	System Frequency: >50 Hz
4	Altitude (if > 1000m) <1000m AMSL	Neutral Earthing: Isolated Neutral (IT)
5	Relative Humidity max: 100% / min: 20%	
6	Hazardous area classification: Hazardous ZONE 0	

7	PARTICULARS OF EQUIPMENT	UNITS	PURCHASER'S REQUIREMENTS	VENDOR'S RESPONSE
---	--------------------------	-------	--------------------------	-------------------

8 **I. WELLHEAD ADAPTER ASSEMBLY**

9 **I.1 TUBING HEAD SPOOL**

10	Material		Forged steel	
11	Material Class		AA/BB	
12	API Flange Bottom Size	inch	9	
13	API Flange Top Size	inch	9	
14	Working pressure rating	Psi	5000	
15	Standards, codes		API 6A Specification of latest editions, PSL-1, PR-2	
16	On Top Flange hold-down screw	pcs	with 8 + 12	
17	The tubing spool is designed with minimum ID	mm	217 mm suitable for rock bit 8 1/2"	
18	Capable of handling	Ton/LB	136 Ton (300.000 LB) of tubing load	

19 **I.2 TUBING HEAD ADAPTER**

20	Material Class		AA/BB	
21	Swivel API Flange Bottom Size	inch	9	
22	API Flange Top Size	inch	3 1/18	
23	Working pressure rating	Psi	5000	
24	Temperature Rating		U	
25	Standards, codes		API 6A Specification of latest editions, PSL-1, PR-2	
26	On Top Flange hold-down screw	pcs	with 8 + 12	

27 **I.3 EFT TUBING HANGER ASSEMBLY**

28	Material Class		BB	
29	Size		Nom. 9" x 3 1/2" EUE BOX TOP x 3 1/2" EUE lift BOTTOM	
30	Back pressure Back pressure valve	inch	3 "H"	
31	Thread connection		8RD EUE API	
32	Temperature Rating		U	
33	Standards, codes		API 6A Specification of latest editions, PSL-1, PR-2	

34 **I.4 ACCESSORIES FOR WELL HEAD ADAPTER ASSEMBLY**

35	Stud bolt with two nuts for Studded Bottom for tubing head spool:			
36	Quatity	set	24	
37	Size	inch	1 5/8" - 8UNC x 12" Long	
38	Standard bolt		ASTM A193 Gr. B7	
39	nut		ASTM A194 Gr. 2H	
40	Stud bolt with two nuts for Studded Top - for tubing head adapter			
41	Quatity	set	8	
42	Size	inch	1 1/8" - 8UNC x 7 7/8" Long	
43	Standard bolt		ASTM A193 Gr. B7	
44	nut		ASTM A194 Gr. 2H	
45	Ring Gasket for tubing head spool			
46	Quatity	set	3	
47	Size	inch	R-50	
48	Ring Gasket for tubing head adapter			
49	Quatity	set	2	
50	Size	inch	R-35	
51	Wear bushing & Combination test plug for tubing head spool			
52	Quatity	set	1	
53	Pressure rating	Psi	5000	





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP
DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR
(THS 9"x9" & THA 9" x 3 1-18")

OFSP-313-GE-PM-DS-003

Rev. 0 Page 5 of 5

54	PARTICULARS OF EQUIPMENT	UNITS	PURCHASER'S REQUIREMENTS	VENDOR'S RESPONSE
55	Back pressure valve for tubing hanger			
56	Quatity	pcs	1	
57	Size	inch	3" "H"	
58	Body seal for EFT Tubing hanger assembly			
59	Quatity	set	2 (2 Pcs/set)	
60	Neck seal for EFT Tubing hanger assembly			
61	Quatity	set	2 (2 Pcs/set)	
62	Seal for penetrator			
63	Quatity	set	2	
64	II. WELLHEAD PENETRATORS			
65	II.1 SURFACE PIGTAIL			
66	Refer to Technical Specification			
67	II.2 Wellhead Feedthrough System			
68	Refer to Technical Specification			
69	II.3 RETENTION BRACKET For Surface Pitail			
70	Refer to Technical Specification			
71	II.4 Redress Kit			
72	Refer to Technical Specification			
73	Quatity	set	1	
74	NOTES			
75	1. Shall be specified in Purchase Requisition			
76	2. To be completed/confirmed by Manufacturer			
77	3. Hybrid Wellhead Feedthrough System mates concentricly with Wellhead Adapter Assembly and Surface Pigtail			
78				
79				
80				
81				
82				
83				
84				
85				
86				
87				
88				
89				
90				
91				
92				
93				
94				
95				
96				
97				
98				
99				
100				
101				
102				
103				
104				
105				
106				
107				
108				
109				
110				
111				
112				
113				
114				
115				
116				
117				
118				
119				





RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS



AGREED BY
Deputy Chief Engineer
JV Vietsovetro

APPROVED BY
Chief Engineer
JV Vietsovetro

Bovt A.V.

Lê Việt Dũng

**PROJECT : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

**DOCUMENT TITLE : DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY &
WELLHEAD PENETRATOR (THS 9"x9" & THA 9" x
4 1-16")**

DOCUMENT No : OFSP-313-GE-PM-DS-002

PHASE : PDM

CONTROLLED

CO-EXECUTOR			PREPARED		CHECKED			
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
ELECTRICAL AUTOMATION AND COMMUNICATION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.	PRO.MGR	AVDEEV A.S.
0	IFA	11.03.2025						
REV	DES	DATE	PREP	N.M.SANG	CHK	P.D.NHAN	DPT.MGR	GRISCHENKO E.N.





APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2025**

Head of Mechanical Energy and
Automation Department,
JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
Department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1.2
OF ORDER NO. 1386/QĐ-KTSX DATED 14/10/2024**

Deputy Head of Technical &
Production department,
JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
of OGPE

Popov A.A.





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP
**DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR (THS
9"x9" & THA 9" x 4 1-16")**

OFSP-313-GE-PM-DS-002

Rev. 0 Page 3 of 5

VISA:

Director of R&EI Dao Nguyen Hung

Deputy Director of R&EI Varlamov D. I

Head of Mechanical Department, OGPE Nguyen Dai Phuc

Head of Mechanical and Energy Department,
D&W Division Nguyen Huu Long

Head of Energy and Automation Department,
OGPE Tran Vinh Phuong

Head of Technical Department, MED Tran Anh Tuan

Specialist of Mechanical Department, OGPE Le Duc Toan

Specialist of Energy and Automation
Department, OGPE Ngo Duc Hai

Head Submersible Pump Workshop, MED Do Thang





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP
**DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR (THS
9"x9" & THA 9" x 4 1-16")**

OFSP-313-GE-PM-DS-002

Rev. 0 Page 4 of 5

ITEM : WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR	QUANTITY: : Note 1
General Specification : OFSP-313-GE-PM-SP-001	Standards, codes : Refer Clause 2 of General Specification
Manufacturer: : (Note 2)	Model: : (Note 2)

SERVICE DESCRIPTION:

1	ENVIRONMENTAL CONDITIONS	POWER SYSTEM
2	Location: Outdoor, Offshore, salt laden & tropical	System Voltage: up to 5000 VAC
3	Ambient air temp: Min:20.5°C Max: 39°C	System Frequency: >50 Hz
4	Altitude (if > 1000m) <1000m AMSL	Neutral Earthing: Isolated Neutral (IT)
5	Relative Humidity max: 100% / min: 20%	
6	Hazardous area classification: Hazardous ZONE 0	

7	PARTICULARS OF EQUIPMENT	UNITS	PURCHASER'S REQUIREMENTS	VENDOR'S RESPONSE
---	--------------------------	-------	--------------------------	-------------------

8 I. WELLHEAD ADAPTER ASSEMBLY

9 I.1 TUBING HEAD SPOOL

10	Material		Forged steel	
11	Material Class		AA/BB	
12	API Flange Bottom Size	inch	9	
13	API Flange Top Size	inch	9	
14	Working pressure rating	Psi	5000	
15	Standards, codes		API 6A Specification of latest editions, PSL-1, PR-2	
16	On Top Flange hold-down screw	pcs	with 8 ÷ 12	
17	The tubing spool is designed with minimum ID	mm	217 mm suitable for rock bit 8 1/2"	
18	Capable of handling	Ton/LB	136 Ton (300.000 LB) of tubing load	

19 I.2 TUBING HEAD ADAPTER

20	Material Class		AA/BB	
21	Swivel API Flange Bottom Size	inch	9	
22	API Flange Top Size	inch	4 1/16	
23	Working pressure rating	Psi	5000	
24	Temperature Rating		U	
25	Standards, codes		API 6A Specification of latest editions, PSL-1, PR-2	
26	On Top Flange hold-down screw	pcs	with 8 ÷ 12	

27 I.3 EFT TUBING HANGER ASSEMBLY

28	Material Class		BB	
29	Size		Nom. 9" x 3 1/2" EUE BOX TOP x 3 1/2" EUE lift BOTTOM	
30	Back pressure / Back pressure valve	inch	3 "H"	
31	Thread connection		8RD EUE API	
32	Temperature Rating		U	
33	Standards, codes		API 6A Specification of latest editions, PSL-1, PR-2	

34 I.4 ACCESSORIES FOR WELL HEAD ADAPTER ASSEMBLY

35	Stud bolt with two nuts for Studded Bottom for tubing head spool:			
36	Quatity	set	24	
37	Size	inch	1 5/8" - 8UNC x 12" Long	
38	Standard bolt		ASTM A193 Gr. B7	
39	nut		ASTM A194 Gr. 2H	
40	Stud bolt with two nuts for Studded Top - for tubing head adapter			
41	Quatity	set	8	
42	Size	inch	1 1/4" - 8UNC x 8 5/8" Long	
43	Standard bolt		ASTM A193 Gr. B7	
44	nut		ASTM A194 Gr. 2H	
45	Ring Gasket for tubing head spool			
46	Quatity	set	3	
47	Size	inch	R-50	
48	Ring Gasket for tubing head adapter			
49	Quatity	set	2	
50	Size	inch	R-39	
51	Wear bushing & Combination test plug for tubing head spool			
52	Quatity	set	1	
53	Pressure rating	Psi	5000	





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP
DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR
(THS 9"x9" & THA 9" x 4 1-16")

OFSP-313-GE-PM-DS-002

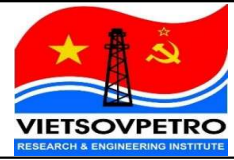
Rev. 0 Page 5 of 5

54	PARTICULARS OF EQUIPMENT	UNITS	PURCHASER'S REQUIREMENTS	VENDOR'S RESPONSE
55	Back pressure valve for tubing hanger			
56	Quatity	pcs	1	
57	Size	inch	3" "H"	
58	Body seal for EFT Tubing hanger assembly			
59	Quatity	set	2 (2 Pcs/set)	
60	Neck seal for EFT Tubing hanger assembly			
61	Quatity	set	2 (2 Pcs/set)	
62	Seal for penetrator			
63	Quatity	set	2	
64	II. WELLHEAD PENETRATORS			
65	II.1 SURFACE PIGTAIL			
66	Refer to Technical Specification			
67	II.2 Wellhead Feedthrough System			
68	Refer to Technical Specification			
69	II.3 RETENTION BRACKET For Surface Pitail			
70	Refer to Technical Specification			
71	II.4 Redress Kit			
72	Refer to Technical Specification			
73	Quatity	set	1	
74	NOTES			
75	1. Shall be specified in Purchase Requisition			
76	2. To be completed/confirmed by Manufacturer			
77	3. Hybrid Wellhead Feedthrough System mates concentrically with Wellhead Adapter Assembly and Surface Pigtail			
78				
79				
80				
81				
82				
83				
84				
85				
86				
87				
88				
89				
90				
91				
92				
93				
94				
95				
96				
97				
98				
99				
100				
101				
102				
103				
104				
105				
106				
107				
108				
109				
110				
111				
112				
113				
114				
115				
116				
117				
118				
119				
120				
121				
122				
123				
124				





RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS



AGREED BY
Deputy Chief Engineer
JV Vietsovetro

APPROVED BY
Chief Engineer
JV Vietsovetro

Bovt A.V.

Lê Việt Dũng

**PROJECT : UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC
SUBMERSIBLE PUMP**

**DOCUMENT TITLE : DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY &
WELLHEAD PENETRATOR (THS 11"x11" & THA 11" x
3 1-18")**

DOCUMENT No : OFSP-313-GE-PM-DS-001

PHASE : PDM

CONTROLLED

CO-EXECUTOR			PREPARED		CHECKED			
DRILLING AND WORKOVER DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
ELECTRICAL AUTOMATION AND COMMUNICATION DEPARTMENT RESEARCH AND ENGINEERING INSTITUTE								
			DC	L.T. HANG	ENG.MGR	KHOVRIN V.A.	PRO.MGR	AVDEEV A.S.
0	IFA	11.03.2025						
REV	DES	DATE	PREP	N.M.SANG	CHK	P.D.NHAN	DPT.MGR	GRISCHENKO E.N.





APPROVAL SHEET

**THE HEADS OF THE WORKING GROUP, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1
OF ORDER NO. 1386/QD-KTSX DATED 14/10/2025**

Head of Mechanical Energy and
Automation Department,
JV Vietsovetro

Trịnh Hoàng Linh

Head of Technical & Production
Department, JV Vietsovetro

Bùi Trọng Hân

**THE HEADS OF THE WORKING SUBGROUP NO 2, IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 2.1.2
OF ORDER NO. 1386/QD-KTSX DATED 14/10/2024**

Deputy Head of Technical &
Production department,
JV Vietsovetro

Phạm Trung Sơn

Deputy Director - Chief Engineer
of OGPE

Popov A.A.





UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP
DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR (THS
11"x11" & THA 11" x 3 1-18")

OFSP-313-GE-PM-DS-001

Rev. 0 Page 3 of 5

VISA:

Director of R&EI Dao Nguyen Hung

Deputy Director of R&EI Varlamov D. I

Head of Mechanical Department, OGPE Nguyen Dai Phuc

Head of Mechanical and Energy Department,
D&W Division Nguyen Huu Long

Head of Energy and Automation Department,
OGPE Tran Vinh Phuong

Head of Technical Department, MED Tran Anh Tuan

Specialist of Mechanical Department, OGPE Le Duc Toan

Specialist of Energy and Automation
Department, OGPE Ngo Duc Hai

Head Submersible Pump Workshop, MED Do Thang



UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP
**DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR (THS
11"x11" & THA 11" x 3 1-18")**

OFSP-313-GE-PM-DS-001
Rev. 0 Page 4 of 5

ITEM : WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR	QUANTITY: : Note 1
General Specification : OFSP-313-GE-PM-SP-001	Standards, codes : Refer Clause 2 of General Specification
Manufacturer: : (Note 2)	Model: : (Note 2)

SERVICE DESCRIPTION:

1	ENVIRONMENTAL CONDITIONS	POWER SYSTEM
2	Location: Outdoor, Offshore, salt laden & tropical	System Voltage: up to 5000 VAC
3	Ambient air temp: Min:20.5°C Max: 39°C	System Frequency: >50 Hz
4	Altitude (if > 1000m) <1000m AMSL	Neutral Earthing: Isolated Neutral (IT)
5	Relative Humidity max: 100% / min: 20%	
6	Hazardous area classification: Hazardous ZONE 0	

7	UNITS	PURCHASER'S REQUIREMENTS	VENDOR'S RESPONSE
---	-------	--------------------------	-------------------

8 I. WELLHEAD ADAPTER ASSEMBLY

9 I.1 TUBING HEAD SPOOL

10	Material	Forged steel	
11	Material Class	AA/BB	
12	API Flange Bottom Size	11	
13	API Flange Top Size	11	
14	Working pressure rating	5000	
15	Standards, codes	API 6A Specification of latest editions, PSL-1, PR-2	
16	On Top Flange hold-down screw	with 8 ÷ 12	
17	The tubing spool is designed with minimum ID	217 mm suitable for rock bit 8 1/2"	
18	Capable of handling	136 Ton (300.000 LB) of tubing load	

19 I.2 TUBING HEAD ADAPTER

20	Material Class	AA/BB	
21	Swivel API Flange Bottom Size	11	
22	API Flange Top Size	3 1/18	
23	Working pressure rating	5000	
24	Temperature Rating	U	
25	Standards, codes	API 6A Specification of latest editions, PSL-1, PR-2	
26	On Top Flange hold-down screw	with 8 ÷ 12	

27 I.3 EFT TUBING HANGER ASSEMBLY

28	Material Class	BB	
29	Size	Nom. 11" x 3 1/2" EUE BOX TOP x 3 1/2" EUE lift BOTTOM	
30	Back pressure / Back pressure valve	3 "H"	
31	Thread connection	8RD EUE API	
32	Temperature Rating	U	
33	Standards, codes	API 6A Specification of latest editions, PSL-1, PR-2	

34 I.4 ACCESSORIES FOR WELL HEAD ADAPTER ASSEMBLY

35	Stud bolt with two nuts for Studded Bottom for tubing head spool:		
36	Quantity	set	24
37	Size	inch	1 7/8" - 8UN x 14 1/2" Long
38	Standard bolt		ASTM A193 Gr. B7
39	nut		ASTM A194 Gr. 2H
40	Stud bolt with two nuts for Studded Top - for tubing head adapter		
41	Quantity	set	8
42	Size	inch	1 1/8" - 8UNC x 7 7/8" Long
43	Standard bolt		ASTM A193 Gr. B7
44	nut		ASTM A194 Gr. 2H
45	Ring Gasket for tubing head spool		
46	Quantity	set	3
47	Size	inch	R-54
48	Ring Gasket for tubing head adapter		
49	Quantity	set	2
50	Size	inch	R-35
51	Wear bushing & Combination test plug for tubing head spool		
52	Quantity	set	1
53	Pressure rating	Psi	5000



UNIFICATION OF EQUIPMENT FOR EQUIPPING
A TYPICAL WELL WITH ELECTRIC SUBMERSIBLE PUMP
DATA SHEET FOR WELLHEAD ADAPTER ASSEMBLY & WELLHEAD PENETRATOR
(THS 11"x11" & THA 11" x 3 1-18")

OFSP-313-GE-PM-DS-001

Rev. 0 Page 5 of 5

54	PARTICULARS OF EQUIPMENT	UNITS	PURCHASER'S REQUIREMENTS	VENDOR'S RESPONSE
55	Back pressure valve for tubing hanger			
56	Quatity	pcs	1	
57	Size	inch	3" "H"	
58	Body seal for EFT Tubing hanger assembly			
59	Quatity	set	2 (2 Pcs/set)	
60	Neck seal for EFT Tubing hanger assembly			
61	Quatity	set	2 (2 Pcs/set)	
62	Seal for penetrator			
63	Quatity	set	2	
64	II. WELLHEAD PENETRATORS			
65	II.1 SURFACE PIGTAIL			
66	Refer to Technical Specification			
67	II.2 Wellhead Feedthrough System			
68	Refer to Technical Specification			
69	II.3 RETENTION BRACKET For Surface Pitail			
70	Refer to Technical Specification			
71	II.4 Redress Kit			
72	Refer to Technical Specification			
73	Quatity	set	1	
74	NOTES			
75	1. Shall be specified in Purchase Requisition			
76	2. To be completed/confirmed by Manufacturer			
77	3. Hybrid Wellhead Feedthrough System mates concentrically with Wellhead Adapter Assembly and Surface Pigtail			
78				
79				
80				
81				
82				
83				
84				
85				
86				
87				
88				
89				
90				
91				
92				
93				
94				
95				
96				
97				
98				
99				
100				
101				
102				
103				
104				
105				
106				
107				
108				
109				
110				
111				
112				
113				
114				
115				
116				
117				
118				
119				

XÍ NGHIỆP KHAI THÁC**TECHNICAL EVALUATION****Provision of "Electrical and mechanical equipment of electrical submersible pump (ESP) system"
GROUP I: Bleed valve and Check Valve, Wellhead Adapter Assembly, Wellhead Penetrator**

Tender technical proposal shall be evaluated through 2 steps:

- Step 1: According to the criteria "Pass" and "Fail", the contractor must meet all the requirements in this step to be evaluated in step 2.

- Step 2: According to the scoring criteria with a scale of 100, the contractor who passes the technical test is the contractor who scores at least 85 points without R.

Step 1: Technical proposal shall be passed step 1 if it meet the condition as below:

No.	Criteria	Requirements	Level	Remark
1	Warranty	Fully comply to section 2.4 of the technical requirements.	Pass/ Fail	
2	Status of Goods. Year of Manufacture	The Goods must be 100% new, unused. The year of manufacture (YOM): For GOODS 2027, YOM must not be earlier 2026 year; for GOODS 2028, YOM must not be earlier 2027 year.	Pass/ Fail	
3	Delivery time and Quantity of GOODS	Supply of GOODS on a call-out basis during the period of 2027–2028. After the Company issues a call-out, the Contractor shall deliver the GOODS within 8 months from date of call-out. Quantity of GOODS: The Contractor shall supply the GOODS in full according to the 2027 scope and commit to supplying the GOODS in at least the minimum quantities specified in the 2028 scope.	Pass/ Fail	

Step 2: Technical proposal will be evaluated in step 2 if it Passed in step 1

Rating levels				Criterion to evaluate	Content	Score				Reasons for score reduction
Level I	Level II	Level III	Level IV			Level I	Level II	Level III	Level IV	
						<i>Points</i>	<i>%</i>	<i>%</i>	<i>%</i>	
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>		<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>
1				Basic requirements of goods - Section 2.3 TR		4				
	1.1				Clearly specify the name, model/code, technical specifications, manufacturer, and origin of each material and equipment item.		100			
	1.2				Information is incomplete but sufficient for further evaluation.		60-90			
	1.3				Unclear information.		0			R
2				Recommended Manufacture List - Section 4.1 TR		15	100			
	2.1			Bleed valve and Check Valve			20			
					-In Manufacture list			100		
					- Not in Manufacture list but bidder fully provide documents to prove manufacturers' production capacity			30-70		
					- Do not fall into the above cases			0		
	2.2			Wellhead Adapter Assembly			60			
					-In Manufacture list			100		
					- Not in Manufacture list but bidder fully provide documents to prove manufacturers' production capacity			30-70		
					- Do not fall into the above cases			0		
	2.3			Wellhead Penetrator			20			
					-In Manufacture list			100		
					- Not in Manufacture list but bidder fully provide documents to prove manufacturers' production capacity			30-70		
					- Do not fall into the above cases			0		

3			TECHNICAL AND TECHNOLOGICAL REQUIREMENTS FOR GOODS		70	100			
	3.1		Bleed Valve			15			
		3.1.1		Fully complies with the technical requirements			100		
		3.1.2		Minor deviations within the allowable limits			60-90		
		3.1.3		Not compliant			0		R
	3.2		Check Valve			15			
		3.2.1		Fully complies with the technical requirements			100		
		3.2.2		Minor deviations within the allowable limits			60-90		
		3.2.3		Not compliant			0		R
	3.3		Wellhead Adapter Assembly and Spare part for Wellhead Adapter Assembly			50			
		3.3.1		Fully complies with the technical requirements			100		
		3.3.2		Minor deviations within the allowable limits			60-90		
		3.3.3		Not compliant			0		R
	3.4		Wellhead Penetrator			20			
		3.4.1		Fully complies with the technical requirements			100		
		3.4.2		Minor deviations within the allowable limits			60-90		
		3.4.3		Not compliant			0		R
4			PACKAGING		1				
	4.1			Compliant with the requirements		100			
	4.2			No commitment to packaging as required		0			
5			Technical documentation requirements according to section 7 of technical requirement		5				
	5.1			All required documents are provided in full		100			
	5.2			Documents provided are incomplete but do not affect the evaluation		60-90			
	5.3			Required documents are not provided		0			R
6			PROVIDING CERTIFICATES OF THE GOODS		5				
	6.1			The bidder commits to providing all required certificates upon delivery		100			
	6.2			The format of the certificate has been modified, but it still provides complete information on the origin or quality of the goods		60-90			
	6.3			No commitment to provide one or more types of required certificates		0			R
			Summary		100				

Notes: R: Reject

- Each "minor concern" shall be minus 10%. "Minor concern" is defined as not fully comply to minor requirement but acceptable (check for each Requirement).

- Each "major concern" shall be minus 20%. "Major concern" is defined as not fully comply to major requirement but acceptable (check for each Requirement)

Passed conditions: All of the below conditions:

- Passed in "Step 1"

- No "R" designated point

- And total scores is equal or higher than 85 points

XÍ NGHIỆP KHAI THÁC

TECHNICAL EVALUATION
Provision of “Electrical and mechanical equipment of electrical submersible pump (ESP) system”
GROUP II: Downhole electrical cable, Bands, Cross coupling cable protector

Tender technical proposal shall be evaluated through 2 steps:

- Step 1: According to the criteria "Pass" and "Fail", the contractor must meet all the requirements in this step to be evaluated in step 2.
- Step 2: According to the scoring criteria with a scale of 100, the contractor who passes the technical test is the contractor who scores at least 85 points without R.

Step 1: Technical proposal shall be passed step 1 if it meet the condition as below:

No.	Criteria	Requirements	Level	Remark
1	Warranty	Fully comply to section 2.4 of the technical requirements.	Pass/ Fail	
2	Status of Goods. Year of Manufacture	The Goods must be 100% new, unused. The year of manufacture (YOM): For GOODS 2027, YOM must not be earlier 2026 year; for GOODS 2028, YOM must not be earlier 2027 year.	Pass/ Fail	
3	Delivery time and Quantity of GOODS	Supply of GOODS on a call-out basis during the period of 2027–2028. After the Company issues a call-out, the Contractor shall deliver the GOODS within 8 months from date of call-out. Quantity of GOODS: The Contractor shall supply the GOODS in full according to the 2027 scope and commit to supplying the GOODS in at least the minimum quantities specified in the 2028 scope.	Pass/ Fail	

Step 2: Technical proposal will be evaluated in step 2 if it Passed in step 1

Rating levels				Criterion to evaluate	Content	Score				Reasons for score reduction by item
Level I	Level II	Level III	Level IV			Level I	Level II	Level III	Level IV	
						Points	%	%	%	
1	2	3	4	5		6	7	8	9	10
1				Basic requirements of goods - Section 2.3 TR		3				
	1.1				Clearly specify the name, model/code, technical specifications, manufacturer, and origin of each material and equipment item.		100			
	1.2				Information is incomplete but sufficient for further evaluation.		60-90			
	1.3				Unclear information.		0			R
2				Recommended Manufacturers List - Section 4.1 TR		15	100			
	2.1			Downhole electrical cable			90			
		2.1.1			-In Manufacture list			100		
		2.1.2			- Not in Manufacture list but bidder fully provide documents to prove manufacturers' production capacity			30-70		
		2.1.3			- Do not fall into the above cases			0		
	2.2			Cross coupling cable protector			10			
		2.2.1			-In Manufacture list			100		
		2.2.2			- Not in Manufacture list but bidder fully provide documents to prove manufacturers' production capacity			30-70		

		2.2.3			- Do not fall into the above cases			0		
3				Recommended Country of Origin - Section 4.2 TR		5				
	3.1			Downhole electrical cable			100			
		3.1.1			The offer originates from a country or territory group as specified in the requirements			100		
		3.1.2			The offered goods originate from Vietnam or from countries/territories that are equivalently or more developed than the required country/territory group.			80		According to the classification of countries and territories by international organizations such as the United Nations (UN), the International Monetary Fund (IMF), the World Bank (WB), and the World Trade Organization (WTO)
		3.1.3			Not falling under the above-mentioned case			0		
4				TECHNICAL AND TECHNOLOGICAL REQUIREMENTS FOR GOODS		68	100			
	4.1			Downhole electrical cable			90			
		4.1.1			Fully complies with the technical requirements			100		
		4.1.2			Minor deviations within the allowable limits			60-90		
		4.1.3			Not compliant			0		R
	4.2			Cross Coupling Cable protector and Bands			10			
		4.2.1			Fully complies with the technical requirements			100		
		4.2.2			Minor deviations within the allowable limits			60-90		
		4.2.3			Not compliant			0		R
5				PACKAGING		1				
	5.1				Compliant with the requirements		100			
	5.2				No commitment to packaging as required			0		
6				Technical documentation requirements according to section 7 of technical requirement		4				
	6.1				All required documents are provided in full		100			
	6.2				Documents provided are incomplete but do not affect the evaluation			60-90		
	6.3				Required documents are not provided			0		R
7				PROVIDING CERTIFICATES OF THE GOODS		4				
	7.1				The bidder commits to providing all required certificates upon delivery		100			
	7.2				The format of the certificate has been modified, but it still provides complete information on the origin or quality of the goods			60-90		
	7.3				No commitment to provide one or more types of required certificates			0		
					Summary		100			

Notes: R: Reject

- Each "minor concern" shall be minus 10%. "Minor concern" is defined as not fully comply to minor requirement but acceptable (check for each Requirement).
- Each "major concern" shall be minus 20%. "Major concern" is defined as not fully comply to major requirement but acceptable (check for each Requirement)

TECHNICAL EVALUATION**Provision of "Electrical and mechanical equipment of electrical submersible pump (ESP) system"****GROUP III: Surface electrical cable and accessories, Junction Box, Choke Console**

Tender technical proposal shall be evaluated through 2 steps:

- Step 1: According to the criteria "Pass" and "Fail", the contractor must meet all the requirements in this step to be evaluated in step 2.

- Step 2: According to the scoring criteria with a scale of 100, the contractor who passes the technical test is the contractor who scores at least 85 points without R.

Step 1: Technical proposal shall be passed step 1 if it meet the condition as below:

No.	Criteria	Requirements	Level	Remark
1	Warranty	Fully comply to section 2.4 of the technical requirements.	Pass/ Fail	
2	Status of Goods. Year of Manufacture	The Goods must be 100% new, unused. The year of manufacture (YOM): For GOODS 2027, YOM must not be earlier 2026 year; for GOODS 2028, YOM must not be earlier 2027 year.	Pass/ Fail	
3	Delivery time and Quantity of GOODS	Supply of GOODS on a call-out basis during the period of 2027–2028. After the Company issues a call-out, the Contractor shall deliver the GOODS within 8 months from date of call-out. Quantity of GOODS: The Contractor shall supply the GOODS in full according to the 2027 scope and commit to supplying the GOODS in at least the minimum quantities specified in the 2028 scope.	Pass/ Fail	

Step 2: Technical proposal will be evaluated in step 2 if it Passed in step 1

Rating levels				Criterion to evaluate	Content	Score				Reasons for score reduction by item
Level I	Level II	Level III	Level IV			Level I	Level II	Level III	Level IV	
						Points	%	%	%	
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	
1				Basic requirements of goods - Section 2.3 TR		3				
	1.1				Clearly specify the name, model/code, technical specifications, manufacturer, and origin of each material and equipment item.		100			
	1.2				Information is incomplete but sufficient for further evaluation.		60-90			
	1.3				Unclear information.		0			R
2				Recommended Manufactures List - Section 4.1 TR		20	40			
	2.1			High voltage Junction Box			20			
					-In Manufacture list			100		
					- Not in Manufacture list but bidder fully provide documents to prove manufacturers' production capacity			30-70		
					- Do not fall into the above cases			0		
	2.2			Choke Unit			10			
					-In Manufacture list			100		

				- Not in Manufacture list but bidder fully provide documents to prove manufacturers' production capacity			30-70		
				- Do not fall into the above cases			0		
	2.3			Surface electrical cable			10		
				-In Manufacture list			100		
				- Not in Manufacture list but bidder fully provide documents to prove manufacturers' production capacity			30-70		
				- Do not fall into the above cases			0		
3				TECHNICAL AND TECHNOLOGICAL REQUIREMENTS FOR GOODS	68	60			
	3.1			High voltage Junction Box			12		
		3.1.1		Fully complies with the technical requirements			100		
		3.1.2		Minor deviations within the allowable limits			60-90		
		3.1.3		Not compliant			0		R
	3.2			Choke Unit			10		
		3.2.1		Fully complies with the technical requirements			100		
		3.2.2		Minor deviations within the allowable limits			60-90		
		3.2.3		Not compliant			0		
	3.3			High (medium) voltage surface cable			12		
		3.3.1		Fully complies with the technical requirements			100		
		3.3.2		Minor deviations within the allowable limits			60-90		
		3.3.3		Not compliant			0		R
	3.4			Low voltage surface cable			8		
		3.4.1		Fully complies with the technical requirements			100		
		3.4.2		Minor deviations within the allowable limits			60-90		
		3.4.3		Not compliant			0		R
	3.5			Special cable (High-voltage lead wire)			5		
		3.5.1		Fully complies with the technical requirements			100		
		3.5.2		Minor deviations within the allowable limits			60-90		
		3.5.3		Not compliant			0		R
	3.6			Multi core instrumentation cable			4		
		3.6.1		Fully complies with the technical requirements			100		
		3.6.2		Minor deviations within the allowable limits			60-90		
		3.6.3		Not compliant			0		R
	3.7			Three-core termination (Cold Shrink) And Cable earthing accessories, Additional pressure spring, Compression terminal cable lugs (items 16-20)			5		
		3.7.1		Fully complies with the technical requirements			100		
		3.7.2		Minor deviations within the allowable limits			60-90		
		3.7.3		Not compliant			0		R
	3.8			Cable Gland and Pin type ferrules (items 21-22)			4		
		3.8.1		Fully complies with the technical requirements			100		

		3.8.2			Minor deviations within the allowable limits			60-90		
		3.8.3			Not compliant			0		R
4					PACKAGING	1				
	4.1				Compliant with the requirements		100			
	4.2				No commitment to packaging as required		0			
5					Technical documentation requirements according to section 7 of technical requirement	4				
	5.1				All required documents are provided in full		100			
	5.2				Documents provided are incomplete but do not affect the evaluation		60-90			
	5.3				Required documents are not provided		0			R
6					PROVIDING CERTIFICATES OF THE GOODS	4				
	6.1				The bidder commits to providing all required certificates upon delivery		100			
	6.2				The format of the certificate has been modified, but it still provides complete information on the origin or quality of the goods		60-90			
	6.3				No commitment to provide one or more types of required certificates		0			
Summary						100				

Notes: R: Reject

- Each "minor concern" shall be minus 10%. "Minor concern" is defined as not fully comply to minor requirement but acceptable (check for each Requirement).
- Each "major concern" shall be minus 20%. "Major concern" is defined as not fully comply to major requirement but acceptable (check for each Requirement)

Passed conditions: All of the below conditions:

- Passed in "Step 1"
- No "R" designated point
- And total scores is equal or higher than 85 points