INVITATION TO BID

Bidding package No:	**DV-764/26-KT**
Title of bidding package:	**Provision of Upgrade the control system for Solar generator TG1 on WIP-30.000**
Name of the project:	**_________________**
Issued on:	**20 / 04 / 2026**
Issued including Decision:	**_________________**

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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).

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

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ABBREVIATION

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

Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

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

	b) Obstructing the competent person, employer, Vietsovpetro, bidders in the course of contractor selection; c) Impeding competent authorities' rights of supervision, inspection or audit of bidding activities; d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process; đ) Acts of violation against laws and regulations on cybersecurity and safety intended to intervene or impede the online bidding process. 4.6. Inequality and non-transparency, including: a) A bidder of a package or investment project is also the Vietsovpetro or employer or takes charge of performing tasks of the Vietsovpetro or employer of that package or investment project, violating against the regulations stated in Point 5 ITB; b) A person or entity concurrently engages in the preparation and appraisal of Invitation to Bid, or RFP of the same package or investment project; c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package or investment project; d) A person who is working for the Vietsovpetro/employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of the Vietsovpetro/employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder; 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; 4.7. Unauthorized disclosure of the following information and documents on the contractor/investor selection: a) Contents of bidding documents before they are issued as prescribed; b) Contents of Bids, notebooks, minutes of bid evaluation meetings, comments and evaluations for each Bids before publishing contractor selection result; c) Content of request for clarification of Bid proposals of the

	Vietsovpetro and responses of bidders during the evaluation process of Bid proposals before publising the bidder selection result; d) Report of the Vietsovpetro, report of the Expert Group, appraisal report, report of consulting bidder, report of relevant professional authorized organization during the bidder selection process before publishing the bidder selection result; đ) The bidder selection result before being published arcording to regulation as prescribed; 4.8. Illegal transfer of awarded contract: 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.
5. Eligibility of bidders	A bidder that is an organization shall be deemed to be eligible if complying the following requirements: a) It is requried to have registration of establishment and operation issued by the competent authority of the country where the bidder is operating. b) It must keep independent accounting records; c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/ artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy; d) It must ensure competitiveness in bidding as prescribed in Point BDS; e) It is not being prohibited from participating in bidding; f) It is not liable to criminal prosecution; g) It is not the state of temporary suspension, termination of participation in national bidding network. h) It's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.
6. Contents of Invitation to Bid	6.1. The Invitation to Bid consists of Parts 1, 2, 3, 4 accompanied with documents of Bid Proposal amendment as specified in ITB 7 (if any) including as follows: **Part 1. Bidding Procedures:** - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bidding Data Sheet (BDS); - Chapter III. Bid Proposal Evaluation Criteria; - Chapter IV. Bidding Forms. **Part 2. Technical Requirements:** - Chapter V. Technical Requirements. **Part 3. Conditions and Forms of Contract:** This part includes the terms, conditions, data and forms that constitute the complete contract. **Part 4. Appendices** 6.2. Vietsovpetro is not responsible for the preciseness, completeness of the Invitation to Bid, explanation for clarification documents or

	amendment of Invitation to Bid as prescribed in ITB 7 if these documents are not provided by Vietsovpetro. In case of any contradiction, documents issued by Vietsovpetro shall prevail. 6.3. The bidder shall examine all instructions, forms, supply requirements and other requirements in the Invitation to Bid for preparation Bid Proposal including all information or documentation as required by the Invitation to Bid.
7. Clarification, Amendment of Invitation to Bid	7.1. The amendment of the Invitation to Bid shall be made as prescribed in **BDS** prior to the deadline for submission of bid proposal by issuing the written documentation for amendment in accordance with the methods as prescribed in **BDS**. To give bidders reasonable time in preparing their bid proposal, Vietsovpetro may, at its discretion, extend the deadline for the submission of bid proposals. 7.2. Any bidder who needs clarification of the ITB shall send a written request to Vietsovpetro in a minimum period of time as presribed in the **BDS** prior to date of Deadline for bid submission in order that Viesovpetro shall take consideration. After receiving the written request for clarification by the deadline, Vietsovpetro shall make a written clarification response in a minimum period of time as prescribed in **BDS**, that specifying clarification content request without specifying the name of the requesting bidder, and send it to every bidder who have received the ITB from the Vietsovpetro. If the clarification leads to amendment ITB, Vietsovpetro shall amend the ITB in accordance with ITB 7.1. 7.3. If necessary Vietsovpetro hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stiupulated in **BDS**. Vietsovpetro shall send an invitation to the pre-bidding conference to all contractors who have received the Invitation to Bid and post it on the System. The discussion shall be formally recorded as minutes of clarification which shall be sent to all bidders who have bought or acquired Invitation to Bid from Vietsovpetro. 7.4. In case the Invitation to Bid is required to be modified after the pre-tender conference, Vietsovpetro shall issue a written document for amendment as specified in ITB 7.1, minutes of pre-bidding conference is not the amendment of Invitation to Bid. 7.5. No participation in pre-bidding conference or without a confirmation letter that bidder having particiated in pre-bidding conference is not the reason to reject the Bid proposals' bidder.
8. Cost of bidding	The bidder shall bear all costs associated with the preparation and submission of its Bid Proposal. Vietsovpetro shall not be liable for those cost under any circumstances.
9. Language of Bid Proposal	The bid proposal, as well as all correspondence and documents relating to the bid proposal exchanged by the bidder and Vietsovpetro, shall be written in English. Any supporting documents in bid proposal can be written in other languages and concurrently attached with translation in English. In case of no translation, if necessary, Vietsovpetro may ask bidder for supplementation of documents.
10. Documents comprising the bid proposal	The Bid Proposal shall comprise of the following: 10.1. Application for bidding in accordance with ITB 11;

	10.2. Consortium agreement in case the bidder is Consortium in accordance with Template No.3, Chapter IV – Bidding forms; 10.3. Bid Bond, in accordance with ITB 18; 10.4. Proof documents for eligibility of bidder in accordance with ITB 5; 10.5. Proof documents for eligibility of signatory under the application for bidding, in accordance with ITB 20.3; 10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16; 10.7. Technical proposals and proof document for adequacy of goods and related services, in accordance with ITB 15; 10.8. Price proposals and price schedules with full information, in accordance with ITB 11, 13; 10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any); 10.10 Other contents as specified in **BDS**.
11. Application for bidding form and price schedules	The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.
12.Proposals of technical alternatives	12.1. In case Invitation to Bid stipulates in **BDS** for probability of technical alternatives, then those technical alternatives shall be considered. 12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including: notes, drawings, technical specifications, progress of supply, costs and other relevant information. The evaluation of technical alternatives in accordance with Section 5, Chapter III.
13.Biding prices and discounts	13.1.Bidding price stated in the Application for bidding and in the bidding price tables with discounts must comply with the regulations as specified in this Section: a) The bidding prices means the price stated in Application for bidding, including all costs for implementation of bidding package (not including discounts). b) In case the bidding packages is not 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. c) Bidder shall submit Bid Proposal for all work described in ITB 1.1 and offer unit prices, extended amount for work specified in columns of "List of goods", "Services description" in accordance with respective template prescribed in Chapter IV – Bidding forms. In case columns "Unit price" and "Extended amount" are not offered or offered "0", it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is responsible

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

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

	ii) submit a certificate of insurance guarantee issued by a domestic non-life insurance enterprise, or branch of a foreign non-life insurance enterprise established under the Vietnamese law. iii) pay a deposit or bank transfer to VSP's account as specified in **BDS** 18.2. In case the validity of Bid proposal is extended as specified in ITB 17.2, the Bid bond's validity shall be accrodingly extended. In case of consortium bidder, all partners of consortium shall implement the same form of Bid bond. In case of Consortium, the Bid Bond shall comply with one of the following: a) Each Consortium partner shall provide a separate Bid Bond; however, the aggregate amount of Bid Bond submitted by all Consortium partners is not less than the required amount specified in ITB 18.2. If the Bid Bond of any Consortium partner is determined to be invalid, the bid of the Consortium shall not be considered and evaluated further. If any Consortium partner is in breach of the rules resulting in without return of Bid Bond in accordance with point b ITB 18.5, then Bid bond of all Consortium partners shall not be returned. b) All partners of the Consortium shall nominate one partner to arrange a single Bid Bond for itself and all other partners in the Consortium. In this case, the Bid Bond shall be in the name of the Consortium or the name of the partner who arranges the Bid Bond for the entire Consortium provided that the total amount is not less than the required amount in BDS of ITB 18.2. If any Consortium partner is in breach of the rules resulting in without return of the Bid Bond in accordance with ITB 18.5, the Bid Bond shall not be returned. 18.2. Amount, currency and valid period of the Bid Bond shall be as specified in the **BDS**. 18.3. The Bid Bond shall be considered illegitimate in one of following cases: having lower value, with shorter valid period as specified in ITB 18.2, incorrectly states the name of the beneficiary, not original and without legitimate signature, signed before Vietsovpetro issues the Invitation to Bid or accompanied with adverse condition for Vietsovpetro (including not fully committed with content of the Bid Bond Forms – 04A, 04B, 04C in Chapter IV). In case of using a letter of guarantee or certificate of insurance, the letter of guarantee or certificate of insurance must be provided, signed and stamped (if applied) by one of the following: a lawful representative of a domestic credit institution, a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, a branch of foreign non-life insurance enterprise established under Vietnamese law. In case of using a letter of guarantee (of deposit/transfer to Vietsovpetro's account), the letter must be signed and stamped by the legal representative of the contractor. 18.4. Unsuccessful bidder shall be returned or released the Bid Bond in the maximum duration specified in the **BDS** since the date for notification of result of selecting bidder. For successful bidder, the Bid Bond shall be returned or released after the bidder furnishes the contract performance guarantee. 18.5. The Bid Bond shall not be returned in one of following cases: a) After the deadline for submission of bids and during the validity period of the bid, the bidder withdraws their Bid proposals or gives a written refusal to perform one or some tasks proposed in their Bid proposals in

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

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

	c) bear title of bidding package in accordance with ITB 1.2; d) bear a warning “not to open before the time and date for bid opening”. 20.8. The bidder shall be responsible for aftermath or disadvantages if is not in accordance with this Invitation to Bid such as not sealing or losing seal of Bid Proposal during delivery to Vietsovpetro, not marking right information on envelopes of Bid Proposal as specified in ITB 20.6 and ITB 20.7. Vietsovpetro shall not be responsible for confidentiality of information in Bid Proposal if the bidders do not comply with above requirements. 20.9. Vietsovpetro shall not consider any Bid Proposals submitted after the Deadline for bid submission. Any Bid Proposals received by Vietsovpetro after the Deadline for bid submission shall be declared late submission, be rejected and be returned unopened to the Bidder. 20.10. After submitting the Bid Proposals, the Bidders may amend, replace or withdraw the Bid Proposals by sending a written notice signed by the bidder's legal representative, in case of attorney, a power of attorney letter must be enclosed as prescribed in ITB 20.3. Dossier for amendment or replacement of Bid Proposal must be enclosed with a written notification of the corresponding amendment, replacement and must ensure the following conditions: a) Being prepared by the Bidders and being submitted to the Vietsovpetro in accordance with ITB 20, the dossier containing the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL "; b) Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19. 20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder. 20.12. The Bidder is not allowed to modify, replace or withdraw the Bid Proposal after the Deadline for bid submission until the expiration of the Bid Proposal's validity as stated in the application for bidding form letter or until the expiration of the extended validity of the Bid Proposal.
21.Bid opening	21.1. Except in the cases specified in ITB 20, Vietsovpetro shall publicly open and read out, clearly information in accordance with ITB 21.3 of all Bid Proposal received before the deadline for submission of bids. The bid opening shall take place publicly at time and place specified in the **BDS** in the presence of bidders and representatives of related organizations. The bid opening does not depend on presence or absence of bidders’ representatives attending the bid. 21.2. In case bidder requests withdrawal or substitution of Bid Proposal, Vietsovpetro shall firstly open and read out clearly information in envelope of which outer notification marks “WITHDRAWAL OF BID PROPOSAL”, the envelope of Bid Proposal of bidder with request for withdrawal shall remain sealed and be returned unopened to Bidder. Vietosovpetro shall not accept the Bidders' withdrawal of the Bid Proposal and still open such the Bid Proposal if the written notice of "Withdrawal of Bid Proposal" does not include documents providing that the person signing such documents is the bidder's legal representative and must be publicly announced during the bid opening.

	Next, Vietsovpetro shall open, read out clearly information in envelope of which outer notification marks "SUBSITUTION OF BID PROPOSAL" and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to bidder. Vietsovpetro shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening. For envelope with notification marked "SUBSITUTION OF BID PROPOSAL", any attached notification document accompanied with amended Bid Proposal shall be opened, read out clearly. Vietsovpetro shall not accept the bidder to amend the Bid Proposal if the written notice of Bid Proposal's amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only Bid Proposal opened and read out at the bid opening then shall be considered further and evaluated. 21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders' names and sequence below: a) Examine the seals; b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. In case bidding package is divided into many independent parts, then bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated; c) Representatives of Vietsovpetro shall countersign in original of letter of bid, Bid Bond, summarized price list, letter of attorney of bidder's legal representative (if any), letter of discount (if any), Consortium agreement (if any). Vietsovpetro shall not reject any Bid Proposal at the bid opening, except for late submission Bid Propsals as specified in ITB 20. 21.4. Vietsovpetro shall prepare a record of the bid opening that shall include information specified in ITB 21.3. The record shall be signed by representatives of Vietsovpetro and bidders attending bid opening. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The record shall be distributed to all bidders attending the bid.
22.Confidentiality	22.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidder selection process until publication of result of bidder selection. Under no circumstances, is the information in Bid Proposal revealed to any other bidders, except for the information that need disclosing during the bid opening. 22.2. Except for the case of enquiries for clarification of Bid Proposal and comparing documents, bidder is not allowed to contact with Vietsovpetro for issues related to bidder's Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of tendered selection is published.

23.Clarification of Bid Proposal	23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Vietsovpetro, including eligibility, capacity and experiences of the Bidder. In terms of technical, financial proposal in bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the offed bidding price. 23.2. During the evaluation process, clarification of Bid proposal between Bidders and Vietsovetro is perform directly in written. 23.3. Clarification of Bid Proposals is only performed between the Vietsovpetro and Bidder whose Bid Proposals need to be clarified. In terms of clarification contents that directly affect evaluation of eligibility, capacity, experiences, technical requirement, financial issues, if period of clarification exceeds deadline and bidder does not submit documentation for clarification or submitted documentation does not comply with requirements of clarification from Vietsovpetro, Vietsovpetro shall evaluate based on the Bid Proposal submitted before deadline for bid submission. Vietsovpetro shall give the Bidder a reasonable period of time to clarify the Bid Proposal. 23.4. In case after deadline for submission of bids, the bidder knowing that the Bid Proposal it has submitted falls short of documents establishing its eligibility, similar contracts, production capacity, financial reports, tax declaration and payment obligations, documents on personnel, specific equipment proposed in its Bid Proposal may provide such evidence to the Procuring entity within a period of time specified in the BDS. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal. 23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, Vietsovpetro request clarification toward the bidder based on compliance as specified in ITB 23.1. 23.6. In case of doubt about the authenticity of documents provided by the Bidder, Vietsovpetro shall verify with organizations and individuals related to the content of the documents. 23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, Vietsovpetro shall request Bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.
24.Deviations, Imposing Conditions and Omissions	During the evaluation of bid proposal, the following definitions apply: 24.1. "Deviation" is a difference from the requirements specified in the Invitation to Bid; 24.2. "Imposing Conditions" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Invitation to Bid; 24.3. "Omission" is the Bidder's failure to submit part or all of the information or documentation required in the Invitation to Bid.
25.Determination of responsiveness	25.1. Vietsovpetro's determination of a responsiveness of Bid Proposal is to be based on the contents of the Bid Proposal itself, as defined in ITB 10. 25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Invitation to Bid without material deviations,

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

	when there is a valid and arpprorpiate reason and is approved by Vietsovpetro; in case sub-contractors are utilized to carry out the taks other than the tasks listed in the Bid Proposal that using a sub-contractor with a value of 10% or higher (after deducting the work part of the sub-contractor's responsibility) calculated on the contract price signed, as an act of "bid transfer".
28.Bid preferences in the selection of bidder	28.1. Rules of bid preferences: Bidders shall be granted preferential treatment when supplying goods of which costs for domestic production occupy 25% or higher. 28.2. Bid preferences are applied during evaluation process for comparing and rating Bid Proposal: Goods are eligible for bid preferences provided that bidders prove that domestic production costs account for above 25% of total price. Percentage (%) of domestic production cost of goods is calculated according to the following formula: **D (%) = G*/G (%)** Where: - G*: Domestic production cost calculated by quoted price of goods defined in the Bid Proposal which subtracts tax values and external costs, inclusive of fees and charges (if any); - G: Quoted price of goods defined in the Bid Proposal subtracting tax values; - D: Percentage (%) of domestic production cost of goods, D gains the rate of 25%, which can enable goods to receive the bid preferences as regulated in this clause. 28.3. Bid preferences calculation is specified in the **BDS**. 28.4. Bidder must declare information about the eligible types of goods for bid preferences according to Forms 15A, 15B and 15C Chapter IV that is on the basis of consideration and evaluation of bid preferences. In case bidders does not declare so, the Bidder's goods are considered not eligible for bid preferences. 28.5. In case goods do not receive bid preferences, evaluation and determination of bid preferences shall not be applied. 28.6. In case of bidders ranking equally, priority shall be given to those with: - Goods originating from the Socialist Republic of Vietnam and the Russia Federation. - Services/Jobs that employ workers from the Socialist Republic of Vietnam and the Russian Federation.
29.Bid Proposal evaluation	29.1. Vietsovpetro shall apply evaluation criteria listed in this clause and methods of evaluation are specified in the **BDS**. Any other criteria and methods of evaluation shall not be allowed. 29.2. Vietsovpetro shall evaluate directly on the bid proposals submitted by the bidder. 29.3. Verify and evaluate eligibility of Bid Proposal: a) The verification and evaluation of eligibility of Bid Proposal as specified in clause 1, Chapter III –Bid Proposal Evaluation criteria; b) Any bidders who have eligibility Bid Proposal shall be further considered and evaluated with respect to capacity and experiences.

	29.4. Evaluation of capacity and experiences: a) Capacity and experiences are evaluated as specified in clause 2, Chapter III – Bid Proposal Evaluation criteria; b) Bidders with satisfactory capacity and experiences shall be considered and evaluated to examine their technical capability. 29.5. Technical and price-based evaluation: a) Evaluation of technical capability must adhere to the evaluation standards and methods prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria; b) Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria. 29.6. After price-based evaluation, Vietsovpetro shall make and approve ranking list of bidders. The bidder ranked at the first position in the bidder's ranking list shall be eligible for the contract negotiation. Ranking of bidders shall be made as prescribed in the **BDS**. 29.7. In case the Invitation to Bid is divided into independent parts and bidder is allowed bidding in each part prescribed in ITB 1.2, bid evaluation is carried out with those respective parts of the bidder as prescribed in Section 6, Chapter III – Bid Proposal Evaluation criteria. 29.8. Principle of Bid proposal's evaluation: a) Vietsovpetro evaluate directly based on the bid proposals submitted by the bidder. In case the information committed, declared in the Bid proposal is not truthful, leading to false results of evaluating Bid proposal of the bidder, bidder shall be considered to have committed fraudulent; b) In case there is inconsistency between information of similar contract and supporting documents proving information of such similar contract, Vietsovpetro request bidder to clarify the Bid proposal. In case the contracts declared, enclosed in the Bid proposal that not meeting the requirements of Invitation to Bid or the Bidder does not declare or incompletely declares the similar contracts, Vietsovpetro request the bidder to clarify and supplement the another contract to meet the requirements of the Invitation to Bid within an appropriate period of time but not less than 03 working days. In case the bidder does not have a contract met the requirements of the Invitation to Bid, the bidder shall be disqualified; 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;

	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; g) At the financial assessment step, in case the Bidder does not declare information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Vietsovpetro have a basis for calculating bid preferences, then Bidder will not receive the bid preferences;
30.Contract negotiation	Contract negotiation shall be stipulated in **BDS**. 30.1. Contract negotiation shall be based on the followings: a) Report on evaluation of the Bid Proposal; b) Bid Proposal and bidder's records of clarification of bidding package (if any); c) Invitation to Bid. 30.2. Principles of the contract negotiation: a) Not negotiating on the contents the bidder offered in accordance with the requirements of the Invitation to Bid. b) While evaluating Bid Proposal and negotiating contract, if realizing the scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared with the design documentation, Vietsovpetro shall request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide on applying the unit price approved estimated price for these scope of work/ inadequate workloads compared to the design documentation or the unit price quoted by other bidders who have passed the technical evaluation if this unit price is lower than the approved unit price in the estimated bidding packge; c) When negotiating a contract for the deficient deviation, if the Bidder's bid proposal does not have a unit price corresponding to the deviation, the lowest bid unit price among other bidders' bid proposals that meet the technical requirements must be taken or taking the unit price in the approved estimate if this is the only bidder who passes the technical evaluation step as a basis for negotiating that deficient deviation. 30.3. Contents of contract negotiation: a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal, between different contents in the Invitation to Bid may lead to incidents, disputes or impact on the contractual obligations of contracting parties; b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations;

	c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package; d) Nonmaterial omissions specified in ITB 30; đ) Other necessary issues. 30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions and annexes that determine detailed list of scope of supply, price list and progress of supply. 30.5. If the negotiation fails, Vietsovpetro shall consider, decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Vietsovpetro shall report to the Investor to consider, decide the bidding cancellation as regulated in point a, ITB 32.1
31. Conditions for recommendation as the awarded bidder	Bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions: 31.1. Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III; 31.2. Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III; 31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III; 31.4. Having deficient deviation not exceeding 10% of bidding price; 31.5. Meeting requirements specified in the **BDS**; 31.6. The bidder has the proposed price award (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.
32. Bidding cancellation	32.1. Vietsovptro shall notify the bidding cancellation in following cases: a) All Bid Proposals fail to satisfy the requirements of the Invitation to Bid; b) Change of the objectives, scope of procurement resulting in changes in volume of work and evaluation criteria stated in the Invitation to Bid at Vietsovpetro's decision; c) The Invitation to Bid fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package; d) The award bidder commits prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders. e) Organizations and individuals other than the awarded bidder commit prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders leading to deviations in bidder selection results. 32.2. Organizations and individuals infringing law on bidding that lead to bidding cancellation as prescribed in point c, d, e in ITB 32.1 is undertaken to compensate expenses for related parties and be handled as prescribed by law.

	32.3. In case of bidding cancellation specified in this section, Vietsovpetro shall return or release Bid Bond to bidders who has submitted the original Bid Bond within 05 working days, except the bidder violates the regulation as specified in point d and point đ, ITB 32.1.
33.Notice of bidder selection result	33.1. Vietsovpetro shall publish notice of bidder selection results within 05 working days from the date of approval of bidder selection results. Notice of bidder selection result shall include following contents: a) Information of the bidding package: - Number of Invitation to Bidder; - Name of the bidding package; - Bidding package price or approved estimate (if any); - Name of Investor; - Form of bidder selection; - Type of contract; - Time to implement the bidding package; - Time of contract performance. b) Information of the awarded bidder: - Tax code; - Contractor name; - Bidding price; - Bidding price after discount (if any); - Technical scores (if any); - Evaluation price (if any); - Awarded bidding price; - Time to implement the bidding package. c) For each type of goods and equipment in the bidding package, the Investor must publish the following information: - Goods name; - Wattage; - Features and technical specifications; models, part numbers, labels; - Origin; - Awarded of bidding unit price. d) List of unselected bidders and brief reasons of each bidder for not being selected. 33.2. In case of bidding cancellation as prescribed in point a, ITB 32.1, in the notice of bidder selection results and on the national bidding network must be clearly stated the reason for cancellation of bidding.
34.Change in volume of goods and services	34.1. At the time of awarding contract, Vietsovpetro are entitled to increase or decrease the volume of services stated in Chapter IV provided that such change not exceeding the rate specified in the **BDS** and there is not any change in the unit price or other terms and conditions of the Bid Proposals and Invitation to Bid. The rate of increase and decrease in volume shall not exceed 10%. 34.2. Additional purchase option: Before the contract expires, the Investor has the right to purchase an additional volume of goods or services in the bidding package other than

	the volume stated in Chapter IV provided that not exceeding the rate specified in the **BDS**.
35.Notice of Bid Proposal acceptance and contract award	After publishing the notice of bidder selection results, Vietsovpetro send a notice of acceptance of the Bid proposals and award the contract, including requirements on measures of contract performance guarantee, completion time, and contract signing. VND according to the provisions in Form as prescribed in Part 4 for the awarded bidder. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract or submit the contract performance guarantee within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder shall be disqualified and shall not be refunded the value of Bid bond as prescribed in Section 18.5 ITB. The period of time stated in the notice of bid proposal acceptance is calculated from the date Vietsovpetro sending this acceptance notice to the awarded bidder on the nation bidding network.
36.Conditions for signing contract	36.1. At time of signing contract, Bid Proposal of the selected bidder are still valid. 36.2. At time of signing contract, the selected bidder must ensure to meet requirements on technical and financial capability for implementation as prescribed in the Invitation to Bid. If the bidder no longer meets basic requirements of technical and financial capability prescribed in the Invitation to Bid, Vietsovpetro shall refuse to sign contract with the bidder. Vietsovpetro shall therefore cancel previous decision on approval of bidder selection result and contract award, and shall invite the bidder who is ranked at the next position for comparing documentation and contract negotiation (if required). 36.3. Vietsovpetro shall ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.
37.Contract performance guarantee	37.1. Before signing a contract or before the contract comes into effect, the bidder shall provide contract performance guarantee as specified in Part 3. In case of applying a form of contract performance guarantee, the form specified in Part 3 or another form approved by Vietsovpetro shall be complied. 37.2. The bidder shall not be entitled for the returning of the contract performance guarantee in the following cases: a) The bidder refuses to perform the contract after the date the contract comes into force; b) The bidder violates agreements in contract; c) Performing the contract behind schedule due to bidder's fault but refusing to extend the validity of the contract performance guarantee.
38.Handling of Complaints in Bidding	38.1. When bidder's legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to Vietsovpetro with respect to procurement process, bidder selection result according to the regulations of Vietsovpetro. 38.2. In case of petition to Vietsovpetro, the bidder shall send the petition to the address specified in the **BDS**.
39.Monitoring, supervising of	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	Title of bidding package: **Provision of Upgrade the control system for Solar generator TG1 on WIP-30.000 (No. DV-764/26-KT)** Name of project: N/A **Quantity of parts in bidding package: 01 part** **Vietsovpetro will evaluate and select the whole package** Year of production: see Attachment 02 of PART 4**.** Scope of Supply: See Attachment 01 of PART 4. Technical requirement: see Attachment 02 of PART 4. Technical Evaluation Criteria: see Attachment 03 of PART 4.
ITB 3	Source of funding (or method of capital arrangement): […] *[insert source of funding or method of capital arrangement for payment; in case of source of funding from ODA, insert name of sponsor and source of funding's structure (overseas, domestic).*
ITB 5 (d)	Competitiveness in the bidding must be ensured by following rules: - Bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with Vietsovpetro, except in the case of: (i) The bidder is an affiliate or subsidiary of a state-owned corporation or group whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or group. (ii) The bidder is a parent company, subsidiary, or affiliate of a state-owned corporation or group whose main production and business lines are suitable for products and services under the bid package, and this bid package belongs to its subsidiary or affiliate. - The bidder do not either have a shareholding or equity contribution relationship with consultants or have a shareholding or equity contribution representing more than 20% of equity owned by a third party being an entity or a natural person, specifically as follows: + Consulting on preparation for technical design: *Not applicable;* + Consulting on verification of bid price: *Not applicable;* + Consulting on supervision of contract execution and inspection: *Not applicable;* + Consulting on preparation for the BD: *Not applicable;* + Consulting on appraisal of the BD: *Not applicable;* + Consulting on evaluation Bid Proposals: *Not applicable;* + Consulting on appraisal of bidder selection results: *Not applicable;* + Project management consulting, contract management, other consulting services whose work is directly related to the bid package: *Not applicable;* - The bidder does not belong to the same agency or organization directly

	managing the consultants (mentioned above)[1]. - Public sector entities and employers, procuring entities that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - Public sector entities and enterprises that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - The ratio of shares, equity contributions between the parties is determined at the deadline for submission of bids and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value. In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula: $$\text{Ownership ratio} = \sum_{i=1}^{n} X_i \times Y_i$$ Of which: $X_{i:}$ Equity ownership ratio of other organizations and individuals in the i-th joint venture member; $Y_{i:}$ Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement; n: Number of members participating in the joint venture
ITB 5 (h)	Bidder’s name is registered on National bidding network before the grant of approval for contractor selection result as prescribed: - Bidders have to register procurement information on the National bidding network: **To be applied** - Bidders are to provide confirmation of information registration on the national bidding network system in according to the Circulars issued by Ministry of Planning & Investment for providing provisions on posting information about 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: Detailed instructions of the National bidding network system are on the website: http://muasamcong.mpi.gov.vn.
ITB 7.1	The amendment of Invitation to Bid shall be published in National bidding network at least **10 working days** prior to the Deadline for bid submission.

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

ITB 7.2	Requests for clarification should be received by Vietsovpetro at least **05 working days** prior to the Deadline for bid submissions. Vietsovpetro shall shall clarify the request of clarification at least **03 working days** prior to Deadline for bid submissions.
ITB 7.3	Pre-bidding conference: *Not applicable*
ITB 8	Payment for the Invitation to Bid: Interested bidders can buy Invitation to Bid with non-refundable cost of VND 500,000.00/set (in word: Five hundred thousand Vietnam Dong/set). Payment for Invitation to Bid shall be made by Telegraphic Transfer to the following Vietsovpetro's account: Account No. 008.100.000001.1 Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch Please indicate: Bidder Name, payment for Invitation to Bid […], Bidding package No. […]
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	Bidder is "not allowed" to submit Technical alternative. The bidder is required to clearly state the **main offer** and the **alternative offer** in the bidding proposal. *(Not applicable)* 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. *(Not applicable)*
ITB 13.5	In the detailed price quotation table, bidder shall offer prices according to the following requirements: **For foreign bidders:** the Bidders are requested to offer price on delivery term: CFR Vietsovpetro Port, Ho Chi Minh City, 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". In case goods are accompanied with services, commissioning…. Bidders have to clearly state that whether the offered price includes Foreign Contractor Withholding Tax (FCWT) as Bidding form No.13. If the offered price has not included, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation *(FCWT tax rate is: 1.01% for goods; 15.79% for services; 12.24% for services included in goods).* Vietsovpetro shall do necessary procedures for tax exemption of goods. **For Vietnamese Bidders:** The Bidders are requested to offer price on delivery to Vietsovpetro warehouse, Rach Dua Ward, 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.

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: *as per Technical requirement, Chapter V in Invitation to Bid*.
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	Contents of Bid Bond: The amount and currency of the Bid Bond shall be: **9,060.00 USD or 237,500,000 VND or 7,690.00 EUR** The Bid Bond shall be valid for: **≥ 150 days** from the Deadline for bid submission. In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: (VND) 008.100.000001.1; (USD) 0081370000029 Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch
ITB 18.4	The Bid Bond of unsuccessful Bidders shall be returned or released in maximum 14 days from the date of Notification of Bidder selection Result.
ITB 19.1	The **Deadline for bid submission** at: **[09] hour [00] minute, date [13] month [05] year 2026**
ITB 20.1	In addition to original of Technical Proposal and Financial Proposal, the quantity of copies of Technical Proposal (as per required in Technical requirement), Financial Proposal (01 copy). In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical alternative. ***Note:*** ***Quantity of Proposal:*** + ***Technical Proposal****: 01 original and [02] copies;* + ***Financial Proposal****: 01 original;* **+ *Soft copy:*** *01 USB included scanned Technical Proposal, Financial Proposal and native excel file of Financial Proposal;* + ***All of the Proposals shall be sealing and marking as requirement in Chapter I point 21***.
ITB 20.7 (a)	Bidders shall submit their Bid Proposals to: Recipients: Vietsovpetro 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: [09] hour [30] minute, date [13] month [05] year 2026** at the following address: 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 03 working days from the deadline for submission of bids.
ITB 27.2	Total value of sub-contractor(s) shall not exceed: **[…] %** of total value of Bid proposal. (Not Applicable) Specialized sub-contractor: Not applicable.
ITB 28.3	Calculation of preferential treatment: Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of bidders for comparison and ranking.”;
ITB 29.1	Bid proposal evaluation methods: a. Evaluation of the bidder’s capacity and experience: using Pass/Fail criteria b. Technical evaluation: *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* c. The price evaluation: *to apply lowest price method* ***for whole package*** *in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.*
ITB 30	Contract negotiation: *Applicable* or *Not applicable.*
ITB 31.5	Ranking of bidders: *the bidder who has the lowest price* ***for whole package*** *after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.*
ITB 34.1	The maximum percentage of work volume may be increased is: “*Not applicable”* The maximum percentage of work volume may be decreased is: “*Not applicable”*
ITB 34.2	Additional purchase option: “*Not applicable”* The maximum of additional purchase option: *0 %*
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 Str., 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 Vietsovpetro in disadvantage.

d) The validity period of the Bid proposal must meet the requirements stipulated in ITB 17.1.

e) The Bid Bond/Deposit must satisfy all the requirements as stipulated in ITB 18.3.

f) The bidder is not named in 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 *[Vietcomabnk'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 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	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 **2023** to year **2025)** to demonstrate the current	Must meet requirement	not applicable	must meet requirement	Form 10

		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.				
3.2	Average Annual business activities Turnover (excluding VAT)	Minimum average annual turnover (excluding VAT) of following value within the latest **03** fiscal years [(1)] ***≥ 838,000.00 USD/ 21,987,444,000 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.

[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: (**Not Applicable)**

Group 1	*[…] USD*
Group 2	*[…] USD*
Group 3	*[…] USD*
[…]	*[…]*
For full package: […] USD	

(*) In case the bidder bids in one or more than one Part, minium revenue evaluation is based on the total average revenue required of those Parts offered by bidder. 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 as least ***01*** **contract** for supplying **goods** for the Oil and Gas industry or other industries as described hereunder that has been successfully or substantially completed (1) as main Contractor (individually or partner of Consortium) or sub-contractor (2) within the last **05 years** to the deadline for bid submission.(3) Number of contract is 01, the minimum value of the contract is: ≥ ***452,600.00 USD/ 11,875,318,800 VND***	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 eighty percent (80%) of contract scope of work. To verify that the Similar Contract has been completed to the required extent, the Bidder shall provide Invoices.

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

(3) In case the bidder bids one or more than one Part, evaluation of similar contract is based on each respective part offered by bidder. The bidder does not have to comply with the size of total similar contract for all those parts bidder offers. **(Not Applicable)**

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] *(To be evaluated in the Technical evaluation stage***)**	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. *(as per required in the Technical requirement)* - 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. *(as per required in the Technical requirement).*	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 […] [3] 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] 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 year **[…]** **or** from year **[…]** to year **[…])** to demonstrate the current soundness of the Bidder's financial position. The Bidder's net worth for the last fiscal year, (calculated as the difference between total assets and total liabilities) should be positive.	Must meet requirement	not applicable	must meet requirement	Form 10
3.2	Average Annual business activities Turnover (excluding VAT)	Minimum average annual turnover (excluding VAT) of following valuewithin 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) (In case evaluate separate Parts), see the Note (2)	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.

2 If bidder bids in one or more than one Part, Minimum average annual turnover within the last 03 fiscal years should be equal to Sum of those below value with respective Parts:

Group 1	*[…] USD*
Group 2	*[…] USD*
Group 3	*[…] USD*
[…]	*[…]*
For full package: […] USD	

(*) In case the bidder bids in one or more than one Part, minium revenue evaluation is based on the total average revenue required of those parts offered by bidder. 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	**Capacity of goods production(*)**	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	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 07B

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] *(To be evaluated in the Technical evaluation stage)*	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. *(as per required in the Technical requirement)* - The bidder signs a principle contract with an entity capable of fulfilling the obligations of	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	

		warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. *(as per required in the Technical requirement).*				

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

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

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

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

Notes:

(1) Rectification of errors

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

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

b) Other errors:

- If the Total price column is filled without the corresponding unit price, the unit price shall be determined by dividing the total price by the quantity; if the unit price is filled in, but the total price is missing, the total price shall be determined by multiplying the quantity by the unit price; if one of the items has the unit price and total price filled in, but the quantity is missing, the quantity shall be determined by dividing the total price by the unit price of that particular item. In case the aforesaid quantity that has been additionally defined is different from the quantity mentioned in the Invitation to Bid, that value difference is the deviation in the scope of supply, which shall be adjusted under regulations specified in Step 3;

-Mistake in Unit must be corrected to meet the requirements specified in the Invitation to Bid;

-Mistakes in using comas (instead of periods) and vice versa shall also be corrected in accordance with the written in Vietnamese customary. If Vietsovpetro determines the obvious mistake in placing of comas and periods, the total price shall prevail and the unit price shall be corrected.

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

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

(2) Adjustment of deviation:

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

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

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

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

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

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

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

**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 ***(Not Applicable)***

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

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

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

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

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

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

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

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

CHAPTER IV: BIDDING FORM

No	Bidding Form	Performance	Responsibility for performance	
			Vietsovpetro	Bidder
1	Form 01. Application for bidding form	Submission with Bid Proposal		X
2	Form 02. Power of Attorney			X
3	Form 03. Consortium Agreement			X
4	Form 04A. Guarantee for Bid Participation *(Bid Bond), applicable to independent bidders*			X
5	Form 04B. Guarantee for Bid Participation *(Bid Bond), 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 *(applicable to commercial bidders)*			X
10	Form 07B. Declaration of goods production capacity *(applicable to bidders who are manufacturers)*			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 *(manufactured, processed outside Vietnam)*			**X**
20	Form 12B. Bidding price schedule of goods *(domestically manufactured, processed or goods manufactured, processed outside Vietnam but already imported and being offered in Vietnam)*			**X**
21	Form 13. Bidding price schedule for related services			**X**
22	Form 14A. Spare parts for replacement (*Optional Scope) for Goods manufactured, processed outside Vietnam)*			**X**
23	Form 14B. Spare parts for replacement *(Optional Scopre) for Goods domestically manufactured, processed or goods manufactured, processed outside Vietnam, but already imported and being offered in Vietnam*			**X**
24	Form 15A. Declaration of goods with bid preferential treatments			**X**
25	Form 15B. Costs of goods manufactured domestically with bid preferential treatments *(in case of declaration for cost of import)*			**X**
26	Form 15B. Costs of goods manufactured domestically with bid preferential treatments *(in case of declaration for cost of manufacturing in Vietnam)*			**X**

FORM 01

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 Proposal[4]: ____ [*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 bidder[6]
(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.

FORM 02

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

<u>Note:</u>

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

FORM 03

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 Vietsovpetro in accordance with the provisions stipulated in the Contract (corresponding to the proportion of each member specified in Article 2 of this Agreement);
- Other forms of handling ____ *[Specify other forms of handling]*.

Article 2. Assignment of 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:_____ - Work 2:_____ - Work 3:_____ …………..	______%	____ *VND/USD*
2	Name of the second member	- Work 1:_____ - Work 2:_____ - Work 3 _____	______%	____ *VND/USD*
....	......	....		
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.*

FORM 04A

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 for ……[2].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

FORM 04B

GUARANTEE FOR BID PARTICIPATION [1]

(BID BOND)

(applicable to consortium bidders)

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.]*[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 for ……[3].days, 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 04C

FORM OF DEPOSIT FOR BID PARTICIPATION

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

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

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

   Beneficiary's name: Vietsovpetro

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

   Account Number: 008.100.00000.11 (VND)

   ______________ (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 Vietsovpetro account.

FORM 05

BIDDER'S INFORMATION FORM

Date: _____

NCB No. and title:_____

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

Name:
Address:
Telephone/fax numbers:
E-mail address:

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.

FORM 06

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.

FORM 07A

SIMILAR CONTRACT PERFORMED BY BIDDER[1]

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

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.

FORM 07B

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

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

Notes:

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

FORM 08A
(Not applicable)

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 *[detailed job position in the bidding package]*
	Name *[name of key personnel]*
2	Job position *[detailed job position in the bidding package]*
	Name *[name of key personnel]*
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]

FORM 08B
(Not applicable)

PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

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

<table>
<tr><td colspan="3">Position</td></tr>
<tr><td rowspan="2">Personnel Information</td><td>Name</td><td>Date of Birth</td></tr>
<tr><td colspan="2">Professional Qualification</td></tr>
<tr><td rowspan="5">Current Job</td><td colspan="2">Employer’s name</td></tr>
<tr><td colspan="2">Employer’s address</td></tr>
<tr><td>Telephone no:</td><td>Contact person (Deputy / HR officer)</td></tr>
<tr><td>Fax</td><td>E-mail</td></tr>
<tr><td>Title</td><td>Number of years of experience with the present employer</td></tr>
</table>

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

FORM 08C
(Not applicable)

PROFESSIONAL EXPERIENCE

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

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

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

FORM 09

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):________________________

<table>
<tr><td colspan="4">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</td></tr>
<tr><td colspan="4">☐ No contract Supply of goods not fulfilled through bidder's fault as of January 1, […] in accordance with Criterion 1 in the Evaluation Standards for Competence and Experience under Clause 2.1, Section 2, Chapter III.
☐ There is a contract Supply of goods not fulfilled through bidder's fault as of January 1, […] in accordance with the Evaluation Standards for Competence and Experience under Clause 2.1 Section 2 of Chapter III.</td></tr>
<tr><td>Year</td><td>Scope of work not fulfilled</td><td>Contract description</td><td>Total contract value (value, currency, exchange rate, equivalent value in VND)</td></tr>
<tr><td></td><td></td><td>Contract Description: ___________________
Name of Investor: ____________________
Address:__________________________
Causes of non-fulfillment of the contract:
________________________</td><td></td></tr>
</table>

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 Vietsovpetro 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.

FORM 10

BIDDER'S HISTORICAL FINANCIAL PERFORMANCE[1]

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 years**[4], 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 2.1of 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.

FORM 11A
(Not applicable)

SCOPE OF WORK USING SUB-CONTRACTORS[1]

No.	Name of sub-contractor[2]	Scope of work[3]	Amount of work[4]	Value estiamated[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.

FORM 11B
(Not applicable)

LIST OF SPECIALIZED SUB-CONTRACTORS[1]

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 subcontractor[2]	Scope of work[3]	Amount of work[4]	Percentage value estimated[5]	Contract or agreement document with specialized sub-contractor[6]
1					
2					
3					
4					
...					

Legitimate representative of the bidder
[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] Vietsovpetro 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.

Form 11C

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.

FORM 12

SUMMARY OF BIDDING PRICE

(Apply for international bidding)

Stt	Content	Bid price
1	Goods manufactured, processed outside Vietnam	(M_1)
2	Goods domestically manufactured, processed or goods manufactured, processed outside Vietnam, but already imported and being offered in Vietnam	(M_2)
3	Related services	(I)
	Total bidding price **(Transfer to Application for Biding form)**	**$(M_1) + (M_2) + (I)$**

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

FORM 12A

BIDDING PRICE SCHEDULE OF 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)**
I	*ONSKID HARDWARE*				set	1		M1
II	*OFFSKID HARDWARE*				set	1		M2
III	*Freight charges for transportation*				Lot	1		M3
*	***Total bidding price of goods including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.*** ***(Transfer to the Summary of Bidding Price Form)*** ***Note:*** ***- Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached).*** ***- Request to breakdown value for each line item and for all items in Scope of supply.***							**M1=M1+M2 +M3**

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

Notes:

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

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

For Vietnamese Bidders:

The Bidders are requested to offer price on delivery to **Vietsovpetro warehouse, Rach Dua Ward, 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:

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

The Bidders are requested to offer price on delivery term: CFR Vietsovpetro 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 Vietsovpetro port: Yes/No*

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

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

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

FORM 12B

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)**
I	*ONSKID HARDWARE*	set	1			A1	T1
II	*OFFSKID HARDWARE*					A2	T2
III	Freight charges for transportation					A3	T3
n	*Goods n*					An	Tn
Total bidding price of goods not including taxes, fees, charges (if any)						**A=A1+…+ ...+An**	
Total value of taxes, fees, charges (if any)							**T=T1+…+ ...+Tn**
Total bidding price of goods including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)						**M_2=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 Vietsovpetro, not including tax, fees, charges (if any) offered at col (8).

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

FORM 13

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)**
1	Supervision of Installation, Commissioning & Start-up… *(detailed as per TR)*	1	lot				
2	Technical training *(detailed as per TR)*	1	lot				
	Other services (if any)…						
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 Articae 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.

FORM 14A *(NOT APPLICABLE)*

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)**
	Priced list of recommended spares for 2 years' operation. *(i.e.: as stated in Technical Requirement)* *Detailed list of spares part and prices shall be provided:*							
1	.....							
2	.....							
*	***Total bidding price of goods including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.*** ***(Transfer to the Summary of Bidding Price Form)*** ***Note:*** ***- Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached).*** ***- Request to breakdown value for each line item and for all items in Scope of supply.***							**M1**

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

Notes:
Refer to Notes in Form 12A

FORM 14B (NOT APPLICABLE)

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

1	2	3	4	5	6	7	8
Line item	**Description of goods**	**Unit**	**Required quantity**	**MNF, Country of origin , Part number, model of goods**	**Unit price**	**Extended Price per line item (Col. 4x6)**	**Taxes, fees, charges (if any)**
1	*Goods 1*					A1	T1
2	*Goods 2*					A2	T2
n	*Goods n*					An	Tn
Total bidding price of goods not including taxes, fees, charges (if any)						**A=A1+A2+ ...+An**	
Total value of taxes, fees, charges (if any)							**T=T1+T2+ ...+Tn**
Total bidding price of goods including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)						**M_2=A+T**	

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

Note:
Refer to Notes in Form 12B

FORM 15A

DECLARATION OF PREFERENTIAL GOODS (1)

No.	**Item**	**Origin** *[name of country, origin, marks and numbers, model/PN, manufacturer]*	**Goods with domestic production cost of 25% or higher**		**Domestic cost declaration**	
			Yes	**No**	**Form 15B**	**Form 15C**
	(I)	(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), (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).

FORM 15B

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.

FORM 15C

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

FORM 16

LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD

(PIC decide to use the appropriate Contract form from VSP database)

FORM 17

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 breachs 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.

(FOR INTERNATIONAL CONTRACTOR)

CONTRACT No. ______________________

BETWEEN

VIETSOVPETRO

AND

____

FOR PROVISION OF

GOODS

HO CHI MINH CITY

DATE:______________

CONTENTS

PLACE: VUNG TAU WARD, HO CHI MINH CITY, S. R. VIETNAM
DATE: ________________

This Contract is made between:

VIETSOVPETRO
105, LELOI STREET, VUNG TAU WARD, HO CHI MINH CITY, S. R. VIETNAM.
Tel.: +84.254.3839871/3838662
Fax.: +84.254.3838655/56
Hereinafter referred to as "BUYER" of the one Party.

And:

____
____
____
____
Hereinafter referred to as "SELLER" of the other Party.

The Parties have agreed to sign this Contract on the following terms and conditions:

ARTICLE 1: OBJECT OF THE CONTRACT

SELLER agrees to sell and BUYER agrees to buy …………., hereinafter referred to as the "GOODS", with description, specification, scope of supply and scope of works as described in this Contract and its Appendices.
The GOODS including all necessary equipment, accesorries, spare parts and materials to be delivered (as specified in Appendix No. 1 of this Contract) are hereinafter called the "GOODS".

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

ARTICLE 2: THE CONTRACT PRICE

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

2.2 The Contract Price is USD _______
(In words: _____ only).

2.3. Price for the GOODS delivered under this Contract is on the terms of CFR Vietsovpetro Petroleum Port (Vietsovpetro Port), Ho Chi Minh city, S. R. Vietnam - Incoterms 2020 , except otherwise stated in this Contract. Price is firm and not subject to any alteration by any parties for the whole period of the Contract validity and includes not subject to any alteration by any parties and includes value of the GOODS, packing, marking, painting, assembling, testing, inspection, certificates and all other necessary fees, expenses for performance of this Contract, includes but not limited to: costs for engineering (design), fabrication, Factory Acceptance Test (FAT), for supervision of offshore Commissioning Activities, for training service, fees for export license (if necessary); charges for getting approval of design, manufacturing and testing for for GOODS from Certifying Agent, personal income tax, guarantee obligations etc… in accordance with terms and conditions of this Contract as well as all duties, taxes levied in connection with the performance of this Contract outside BUYER's country. The Contract price does not include Foreign contractor tax for Goods in Vietnam.

2.4. The value for Expenses for BUYER's personnel (Schedule of Price) shall be subject to BUYER's need, based on unit prices and actual mandays and air tickets used.

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

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

3.1.1.Delivery time of GOODS/or Equipments:

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

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

………………………………………………………………………………………………..

3.1.2 Time of SERVICE's implement:

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

3.2. Schedule of Shipments:

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

Port of exit: _______ port.

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

Total ______ shipments.

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

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

Earlier shipment is allowed.

3.3 The Delivery Date is understood as:

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

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

3.4. The carrying vessel must have ISM Certificate.

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

3.6. SELLER shall be responsible for any extra transport, warehouse expenses and other charges incurred in connection with sending of the equipments, instruments, materials to the wrong discharge Port, prescribed in point 3.2 Article 3.

ARTICLE 4: NOTICE OF DELIVERY

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

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

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

ARTICLE 5: DELIVERY OF SHIPPING DOCUMENTS AND TECHNICAL DOCUMENTS.

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

Immediately but not later than 03 (three) days (except Saturday and Sunday, to be not counted) from the date of Bill of Lading of each shipment of GOODS, one set of the following documents in English shall be sent by courier service at SELLER's expenses to BUYER:

1) *Clean on board Bill of Lading* consigned to BUYER, marked "freight prepaid", evidencing shipment from _______ port to Vietsovpetro Petroleum Port (Vietsovpetro Port), Ho Chi Minh City, S. R. Vietnam: 2/3 originals and 01 copy.

2) *Signed Commercial Invoice* issued by SELLER with the itemized and total pricing: 02 originals and 01 copy.

3) *Detailed Packing List* showing the contents of each case or lot, gross and net weight, covering the GOODS as specified in Appendix No. 1 to this Contract: 02 originals and 01 copy.

4) *Certificate of Origin for GOODS* issued by Chamber of Commerce/Competent Organisations of the Manufacturers’ / Exporter countries: 02 originals and 01 copy / electronic provided web-link to check.

5) *Certificate of Quality and Quantity* issued by Manufacturer: 02 originals and 01 copy.

7) *Other Certificates (if any)* as required in ITB.

8) *Certificate of Warranty* issued by SELLER: 02 originals and 01 copy.

9) *Export License or Letter of SELLER* stating that Export License is not necessary for export: 02 originals and 01 copy.

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

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

Immediately but not later than 03 (three) days (except Saturday and Sunday, to be not counted) from the date of Bill of Lading of each shipment of GOODS, one set of the following documents in English shall be sent by courier service at SELLER's expenses to BUYER:

1) Clean on board Bill of Lading consigned to BUYER, marked "freight prepaid", evidencing shipment from _______ port to Vung Tau Petroleum Port (Vietsovpetro Port), Ho Chi Minh City, S. R. Vietnam: 3/3 originals and 01 copy.

2) Signed Commercial Invoice issued by SELLER with the itemized and total pricing: 03 originals and 01 copy.

3) Detailed Packing List showing the contents of each case or lot, gross and net weight, covering the GOODS as specified in Appendix No. 1 to this Contract: 03 originals and 01 copy.

4) Certificate of Origin for GOODS issued by Chamber of Commerce/Competent Organisations of the Manufacturers' / Exporter countries: 02 originals and 01 copy / electronic provided web-link to check.

5) Certificate of Quality and Quantity issued by Manufacturer: 02 originals and 01 copy.

7) Other Certificates (if any) as required in ITB.

8) Certificate of Warranty issued by SELLER: 02 originals and 01 copy.

10) Export License or Letter of SELLER stating that Export License is not necessary for export: 02 originals and 01 copy.

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

5.2. Delivery of Technical Documents:

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

+ AS BUILT Documentation
+ QA, QC Documentation
+ VENDOR documentation
+ OIM Documents of package, used for installation of the GOODS
  - Operation and maintenance manuals for MAJOR EQUIPMENTS OF …. PACKAGE,
  - Procedure, instruction for offshore lifting and installation, tie in point, commissioning, start up, performance run test.
  - Parts Books / Lists,
+ Any other documents necessary as required in Technical Requirements.

ARTICLE 6: PACKING

6.1. All GOODS to be delivered in standard export packing, suitable to the nature of GOODS and mean of transportation.

6.2. Packing shall ensure safety of GOODS from damages and corrosion during transportation and suitable for crane operations and handling.

6.3. SELLER shall provide for each package a detailed packing list in English, indicating the Contract number, specification of items, gross and net weight.

6.4. One copy of the packing list in a waterproof envelope shall be put into each case with GOODS, the other copy in a waterproof envelope should be fastened to the outer side of the case.

6.5. SELLER is responsible for any kind of losses and/or damages of GOODS arising out from improper or insufficient packing, protection or painting of parts liable to corrosion and/or conservation. However, after the arrival of GOODS to BUYER's warehouse, SELLER is not responsible for any damage to the delivered GOODS due to BUYER's negligence in handling and storage.

ARTICLE 7: MARKING

7.1. Marking shall be done in the one side of each case containing GOODS.

7.2. The marking must be clearly done by indelible paint, in English language and not less than 05 (five) centimeters, unless restricted by the size of the case. Where necessary, SELLER shall conspicuously mark on the side of the package appropriate international marks according to the different characteristics and the requirements for transportation, loading, unloading, handling and storage of GOODS.

7.3. The marking consists of the following:
TOP
HANDLE WITH CARE
CONSIGNEE: VIETSOVPETRO, 105 Le Loi St., Vung Tau, S. R. Vietnam.
CONTRACT No.: ______________________
CASE No. ___ (as applicable)
DIMENSIONS (CM)
GROSS WEIGHT (KGS)
NET WEIGHT (KGS):
PORT OF DESTINATION: Vietsovpetro Petroleum Port (Vietsovpetro Port), Ho Chi Minh City, S. R. Vietnam.

7.4. For the oversized packages (more than 10 (ten) M long), as well as the case weighing 500 kgs and more, or if the height of the case exceeds one meter, shall have the center of gravity clearly shown with bright indelible paint with sign (+) on the end and side faces of the cases.

7.5. The case number shall be indicated by a fraction, the numerator shows the ordinal number of the cases, and the denominator indicates the overall quantity of the cases into which completely delivered GOODS are packed.

7.6. SELLER is responsible for any extra transport and warehouse expenses incurred in connection with the sending of GOODS to a wrong address due to incomplete marking.

ARTICLE 8: GOODS' SURVEY AT BUYER'S WAREHOUSE

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

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

ARTICLE 9: DAMAGES

9.1. Should SELLER fail:

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

Then the below delay penalty shall be applied:

9.1.1. For the delay of delivery of GOODS and delay of elimination of defects within guarantee period, SELLER shall pay to BUYER the agreed and liquidated damages at the rate of 1.0% (one percent) of the value of the delayed items of GOODS per week for first two weeks of delay, commencing from Delivery Date and at the rate of 1.5% (one and half percent) of the value of the delayed items of GOODS for each subsequent week of delay. The maximum amount of the Agreed and Liquidated Damages for delay in delivery shall not exceed 8% (eight percent) of the value of the delayed items of GOODS.

9.1.2. For the delay of commencement, completion of SERVICES, SELLER shall pay to BUYER the agreed and liquidated damages at the rate of 0.5% (zero point five percent) of the value of SERVICES of the contract per day (calculated per day of delay for Mob and the time of completion of SERVICES). The maximum amount of the Agreed and Liquidated Damages for delay shall not exceed 8% (eight percent) of the value of SERVICES.

9.2. Delay in delivery / insufficient quantity :

9.2.1. If Seller delays the delivery of goods in excess of 60 calendar days in comparision to the the delivery date specified in Article 3.1 of this Purchase Order, except the Force majeure circumstances, the Buyer shall be entitled to:

a) Assign a third party capable of providing goods/ goods with services. In this case, Seller shall be responsible for signing a contract with the assigned party to continue the work provided to Buyer.

Or;

b) Directly sign the contract to purchase goods/ goods with services of the Third party to continue the work of the Purchase Order. In this case, Seller shall pay the difference and related expenses, if any.

Or;

c) Unilaterally terminate the Purchase Order and in this case Seller shall be fined 08% of the breached part value of Purchase Order.

9.2.2 If Seller delays the delivery (of a part of goods) in excess of 60 calendar days in comparison to the delivery date specified in Article 3.1 of this Purchase Order, excluding force majeure events, Buyer shall have the right to:

a) Assign a third party capable of providing goods/ goods with services. In this case, Seller shall be responsible for signing a contract with the assigned party to continue the work provided to Buyer.

Or;

b) Directly sign the contract to purchase goods/ goods with services of the Third party to continue the work of the Purchase Order. In this case, Seller shall pay the difference and related expenses, if any.

c) Unilaterally terminate the Purchase Order and in this case Seller shall be fined 08% of the breached part value of Purchase Order.

9.3. The maximum amount of the Agreed and Liquidated Damages under this Contract shall not exceed 8% (eight percent) of the Contract Price.

9.4. When calculating the amount of the Agreed and Liquidated Damages, the number of days making up 03 (three) days or less than 03 (three) days will not be counted, the number of days making up more than 03 (three) days will be considered as a full calendar week.

9.5. Should the delay in delivery be more than 02 (two) months, BUYER has right to refuse completely or partially the fulfillment of the Contract without compensation to SELLER any losses connected with this refusal. In this case SELLER shall pay to BUYER the Agreed and Liquidated Damages at the rate of 8% (eight percent) of the Contract Price and all losses, expenses with cancellation of the Contract. In any case, the rate of Agreed and Liquidated Damages is not subject to any alteration by arbitration.

9.6. The amount of the Agreed and Liquidated Damages is to be deducted by BUYER from SELLER's invoices while effecting the payment or to be paid by telegraphic transfer (T/T) by SELLER within 15 (fifteen) days upon BUYER's first request or otherwise BUYER has the right to make use of the Performance Bond.

9.7. Any compensation for damage (if any) other than the liquidated damages agreed above shall be made in accordance with the law of Vietnam.

ARTICLE 10: PAYMENT CONDITIONS AND PERFORMANCE BOND

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

a) As soon as possible, but not later than 02 (two) weeks after receipt of the Performance Bond, BUYER will open through the Bank for Foreign Trade of Vietnam (Vietcombank), Vung Tau Branch or other bank in Vietnam, an irrevocable Letter of Credit (L/C) with the contents as described in Appendix No. 2, in favor of SELLER, covering 80% (eighty percent) the Contract Price of GOODS. The L/C Specimen is considered as an integral part of this Contract.

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

c) All charges in connection with the amendments of the L/C (whether occurring inside or outside S. R. Vietnam), due to SELLER's fault, shall be at SELLER's account.

d) All charges associated with any extension of the L/C arising due to delay in performance of this Contract shall be at SELLER's account.

e) All the documents presented by SELLER to the Bank shall be duly certified by SELLER as correct, due and payable under the terms and conditions of the L/C.

f) All the banking fees, including bank commission, levied outside S. R. Vietnam shall be on SELLER's account.

g) All the banking fees and other charges associated with the L/C levied inside S. R. Vietnam shall be on BUYER's account.

The rest twenty percent (20%) Contract Price of GOODS and one hundred percent (100%) Contract Price of SERVICE shall be paid by Telegraphic Transfer (T/T) within 30 (thirty) days from the date of receipt of the following documents:

1) Acceptance Protocol for GOODS with content as per Appendix No. 4 of Contract duly signed by BUYER and SELLER's representative: 01 original and 01 copy.

2) SELLER's Certificate of Guarantee for the quality and proper operation of the GOODS for the period of ... months from the date of Acceptance Protocol: 01 original and 01 copy.

3) BUYER'S Receipt Note, certifying that BUYER has received all necessary Technical Documents as stated in Article 5.2 of Contract: 01 original and 01 copy.

4) Seller's Bank Guarantee Warranty, valued at 5% (five percent) Contract Price of Goods, valid until end of warranty period as per mentioned in the Article 10 of this Contract.

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

a) Eighty percent (80%) Contract Price of GOODS shall be paid by Telegraphic Transfer within 30 (thirty) days from the date of the Certificate of quantity and condition issued by Independent Inspection Company at BUYER'S warehouse after receipt of the Goods and a full sets of documents above mentioned in Article 5.1.

b) The rest twenty percent (20%) Contract Price of Goods and one hundred percent (100%) Contract Price of SERVICE shall be paid by Telegraphic Transfer (T/T) within 30 (thirty) days from the date of receipt of the following documents:

1) Acceptance Protocol for GOODS with content as per Appendix No. 4 of Contract duly signed by BUYER and SELLER's representative: 01 original and 01 copy.

2) SELLER's Certificate of Guarantee for the quality and proper operation of the GOODS for the period of ... months from the date of Acceptance Protocol: 01 original and 01 copy.

3) BUYER'S Receipt Note, certifying that BUYER has received all necessary Technical Documents as stated in Article 5.2 of Contract: 01 original and 01 copy.

4) Seller's Bank Guarantee Warranty, valued at 5% (five percent) Contract Price of Goods, valid until end of warranty period as per mentioned in the Article 10 of this Contract.

d) Transfer fee shall be on the BUYER'S account.

e) All the banking fees, including bank commission and other charges associated with the advising and corresponding bank shall be on the SELLER'S account.

f) All charges in connection with the change of payment's form /conditions (whether occurred inside or outside S.R. Vietnam), due to SELLER'S/BUYER'S request, shall be at the SELLER'S/BUYER'S account.

10.2. Performance Bond:

a) As soon as possible, but not later than 07 calendar days after signing of this Contract, SELLER, through the first class international Bank acceptable to BUYER, will open the Performance Bond (P/B) with the contents of Appendix No. 3, covering 3% (Three percent) of the Contract Price. The P/B Specimen forms an integral part of this Contract. Incase of PB issued by the first class international Bank, the Seller shall ensure that the issuing Bank will send to the buyer the original PB through VCK Vungtau Branch.

b) Upon issue of the P/B, the issuing Bank shall send to BUYER the original of the P/B. Should the P/B not be issued within 4 (four) weeks after signing of the Contract, BUYER is entitled to terminate the Contract and withdraw the Bid Bond without recourse to the law court or arbitration.

c) All costs relating to the P/B shall be at SELLER's account.

ARTICLE 11: DRAWING / TECHNICAL DOCUMENTS REVIEW AND APPROVAL

11.1 Within ____weeks from the Contract date, SELLER will submit 03 (three sets) and 01 (one) USB thumb drive of Drawings / Technical Documents in English to BUYER and 01 (one) set and 01 (one) USB thumb drive to Certifying Agent (GL, LR, ABS, BV, DNV) at the same time for their comment. The list of Drawings / Technical Documents is specified in Appendix No. 9 (Documentation Schedule) of this Contract. All the said Drawings / Technical Documents shall be approved by BUYER, Certifying Agent will define by himself whether to review or to approved each Drawing / Technical Document.

11.2 The revised Drawings / Technical Documents shall be sent to Certifying Agent for approval if so required, any Drawings / Technical Documents which is commented by BUYER and/or Certifying Agent shall be revised to meet BUYER's and/or Certifying Agent's requirements. In case there is any conflict between BUYER's and Certifying Agent's comments, the comments of Certifying Agent shall prevail.

11.3 The revised Drawings / Technical Documents shall be sent to the Certifying Agent for re-approval if so required. After having the documents finally approved by Certifying Agent, SELLER shall inform if there is any revision to the Drawings / Technical Documents by the Certifying Agent and send them immediately to BUYER for information.

11.4 Drawing review and approval shall be taken place at BUYER's office. BUYER shall approve submitted Drawings / Technical Documents or give the comments with three (03) days after receipt thereof in the case Drawings / Technical Documents is not complied with BUYER's requirements. Within fourteen (14) days after receipt of BUYER's comments (if any), SELLER shall revise Drawings / Technical Documents to ensure that all Drawings / Technical Documents comply with technical requirements of Contract.

11.5 All expenses related to getting of the approval and re-approval of Drawings / Technical Documents by the Certifying Agent shall be at SELLER's account.

11.6 During Drawings / Technical Documents review and/or approval period BUYER has the right to require SELLER to replace at SELLER's account any specified component or part of Drawings / Technical Documents that does not meet technical requirements of Contract.

11.7 Should BUYER fails to review and/or approval of Drawings / Technical Documents as set forth in the Article 11.4, SELLER has right to extend delivery of GOODS accordingly with delay in review and/or approval by BUYER.

11.8 Any delay on completion arising out from any disapproval of BUYER due to SELLER's faults shall be at SELLER's sole responsibility. SELLER shall pay to BUYER the agreed and liquidated damages at the rate of ….% (…. percent) of the GOODS's value per week for the delay, commencing from BUYER's notice in writing. The maximum amount of the Agreed and Liquidated Damages for disapproval or delay shall be ….% (… percent) of GOODS's value. If delay exceeds 01 (one) month, SELLER shall be considered not performing contract and SELLER shall be withdrawed the Performance bond.

11.9 Upon successful review and approval of Drawings / Technical Documents, SELLER and BUYER shall conduct and sign the *Documentation Approval Protocol* with content complies to as set forth in Appendix No. 6 of this Contract stating that all necessary Drawings / Technical Documents are comply with technical requirements of Contract and have been reviewed and approved by BUYER. In case of delay in approval of Drawings / Technical Documents due to the direct faults of BUYER, the Delivery Date will be extended accordingly.

ARTICLE 12: FAT, PRE-SHIPMENT INSPECTION (Optional)

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

12.2 SELLER shall assist for visa arrangement for BUYER's representatives and shall render all necessary assistance to BUYER's representatives during their stay in _____. Expenses for the stay of BUYER's personnel therein including but not limited to return air tickets, food, accommodation, local transportation will be at BUYER's account.

12.3 SELLER shall provide standard data-book with certificates of materials. The materials may be inspected by independent inspection authority at BUYER's option and cost. Should quality of the materials be proved defective after inspection, cost related to independent inspection authority shall be at SELLER's account. Any delay incurred by engaging independent inspection authority shall have a corresponding adjustment to the delivery of GOODS.

12.4 The dates of commencement of FAT, Pre-shipment Inspection shall be notified by SELLER to BUYER 15 (fifteen) days prior to such event.

12.5 Upon successful completion of the FAT, Pre-shipment Inspection, the representatives of SELLER and BUYER shall sign the Pre-shipment Inspection Protocol with the contents of Appendix No. 6 to this Contract.

12.6 Should SELLER and/or BUYER's inspector find that GOODS is not in conformity with the terms and conditions of the Contract and/or is defective, SELLER is to eliminate the defects immediately at their expenses and by their means, but in this case the Delivery Date is not to be extended. When the defects have been eliminated, GOODS shall be inspected/tested again on BUYER's demand in accordance with the terms and conditions of the Contract.

12.7 The presence of BUYER's inspectors at the FAT, Pre-shipment Inspection as stated above as well as the signing of the Pre-shipment Inspection Protocol by BUYER's representatives do not release SELLER from their obligations and do not affect BUYER's rights stipulated in Article 14 and other terms and conditions of the Contract.

ARTICLE 13: TECHNICAL SERVICE / COMMISSIONING ACTIVITIES

13.1 For the purpose of supervision for commissioning, start-up, Site Acceptance Test (SAT) of the

….. PACKAGE at BUYER’s offshore site, SELLER will send his qualified Engineer(s) to the work site in Vung Tau, Vietnam to cover all necessary period, destined for the job.

13.2 All charges for SELLER's Engineers' trip to and in Vietnam including but not limited to air tickets, local transportation, hotel accommodation, food... will be borne by SELLER. BUYER will render assistance to SELLER's Engineers to solve any problems connected with their stay in Vietnam. For offshore work on BUYER’s Platform, air tickets to offshore and back, accommodation, food... at offshore site at the same level with BUYER’s Engineer will be borne by BUYER.

13.3 After achieving mechanical completion stage agreed by both Parties in writing, BUYER will inform SELLER 02 (two) week’s prior notice in writing specifying the dates on which BUYER requires Commissioning Activities to be commenced. SELLER shall inform BUYER latest 01 week prior to the arrival of SELLER’s Engineers all necessary instructions, regarding the consumables, normal mechanical tools... for BUYER’s arrangement.

13.4 Installation, hook-up of the GOODS will be performed by BUYER’s manpower. Start-up, commissioning and SAT will be performed by BUYER’s manpower under supervision of SELLER’s Engineers. SELLER is fully responsible for supervision of commissioning, start-up and SAT of the GOODS.

13.5 SELLER himself shall be responsible for protecting, indemnifying, hold harmless BUYER from and against sickness, injury or death of his Engineers during their travel to, back from and stay in Vietnam to carry out their job related to this Contract.

13.6 After successful commissioning, start-up and SAT and clear all punch list of the GOODS, the parties shall conduct and sign the *Acceptance Protocol* with content as per Appendix No. 4 of this Contract, stating that the GOODS is properly installed, the start-up, commissioning and SAT are performed satisfactorily, the GOODS is in normal operational status, SELLER has properly completed all obligations under this Contract (except guarantee obligations). The *Acceptance Protocol* shall be considered as one of legal documents for BUYER to effect the payment under this Contract.

13.7 SELLER has the right to change his Engineers during their stay in Vietnam for the purpose as stated in this Article, provided that the commissioning, start-up and SAT as set out in this Article are not interrupted. BUYER has right to request SELLER to change his Engineer(s) during period of performance of their job at BUYER’s site in case if they are expressed themselves not properly qualified for the destined job.

13.8 In case if the Commissioning Activities can not be completed within 02 months from the date of delivery of the last shipment not due to SELLER’s fault, both Parties shall conduct a meeting to discuss about payment of the rest value of goods to SELLER based on Site Non-Acceptance Test Protocol.

ARTICLE 14: GUARANTEE OBLIGATION

14.1 SELLER undertakes to guarantee the proper functions of the GOODS for the period of … months from the Delivery Date or … months from the date of successfully completed *Acceptance Protocol* whicherver come first, provided that the GOODS operates in the technical conditions as set out in this Contract.

14.2 SELLER guarantees that the GOODS supplied is sufficient for the normal operation of the whole system in accordance with the technical specifications as stated in the Technical Requirements of this Contract.

14.3 The GOODS supplied under this Contract will be of the highest quality and designed standard as set by SELLER for that type of the GOODS and will have certification from Certifying Agent and meet current technological achievement as required, and shall be suitable for normal operation in tropical area conditions regarding environment temperature up to 40^{o}C, humidity up to 100% and offshore environment.

14.4 Proper materials of high quality will be used for manufacturing GOODS to be supplied under this Contract, and SELLER guarantee that GOODS will be supplied in new brand and its quality, quantity will be fully in compliance with the technical specifications and scope of supply as mentioned in this Contract.

14.5 Should any shortage of parts included into the scope of supply of GOODS be revealed, SELLER shall deliver the same to BUYER's office in Vung Tau, S. R. Vietnam free of charge and free of delivery cost within 07 days after receipt of BUYER's Claim Notification. In this case the penalty on delay delivery shall be applied until the date of receiving of the new ones by BUYER.

14.6 Should BUYER reveal any manufacturing defect within the guarantee period or should the quality of the GOODS and equipments, materials supplied under this Contract be not in compliance with the terms and conditions of this Contract and its Appendices, BUYER will, by BUYER's Claim Notification, notify SELLER of such defects. SELLER undertakes to proceed with the replacement, at his own expenses to eliminate these defects at BUYER's first request without any delay or deliver new GOODS to BUYER's office in Vung Tau, S. R. Vietnam free of charge.

14.7 Should SELLER fail to eliminate the defects as claimed, or fail to deliver new replacement parts, BUYER will have the right to eliminate such defects at SELLER's expenses without prejudice to his rights in respect of the guarantee, and SELLER undertakes to defray at first request all actual normal expenses incurred in respect of such elimination and the agreed and liquidated damages at the rate 8% (eight percent) value of non-used Goods due to defect found. Small defects not requiring SELLER's participation and/or permitting no delay will be eliminated by BUYER and charged at costs to SELLER, subject to SELLER's acceptance.

14.8 In case of Article 14.5, 14.6, 14.7 happen, SELLER shall compensate BUYER at the rate of the Agreed and Liquidated Damages as per Article 9 applied to the defected equipment or to the equipment which can not operate due to omitted parts. The period of the above penalty shall be calculated from the date of BUYER's Claim Notification to the Delivery Date of the replacement parts or to the date of elimination of the defects as mentioned above then minus 02 (two) weeks.

14.9 The guarantee conditions for the replacement part shall be equal to that indicated in this Article. In case of replacement of defective parts under the guarantee period, the guarantee period for replacement parts will be extended by the time during which it was not used due to defect found.

14.10 Claim for any latent defects discovered during the guarantee period of GOODS or the GOODS, per the technical conditions as stated in this Contract is to be submitted to SELLER not later than 01 (one) month after expiration of the guarantee period.

14.11 To substantiate the claims, BUYER shall submit to SELLER the Claim Notification which is a legal document for BUYER to make claim to SELLER. However SELLER is reserved the counterproof right by using Independent Inspector at his option and cost.

14.12 SELLER will inform BUYER the results of consideration of claim not later than 07 days after receipt of BUYER's Claim Notification. In case the claim proved to be justified, SELLER shall repair and/or replace the defective parts or the missing parts by the new ones of perfect quality on the conditions as mentioned in Article 14.4 of this Contract and Article 14.8 will be applied.

14.13 When the repair and/ or replacement is made and all related costs, expenses are settled, the claim is to be considered as finally settled. All the claim amount, for which SELLER is to be responsible to BUYER under this Contract may be deducted by BUYER from the payment of the Contract, Performance Bond or may be recovered by law or otherwise from SELLER to be agreed by both Parties.

ARTICLE 15: PATENTS AND LICENSES

15.1 SELLER warrants that the GOODS, methods and/or processes supplied or used by SELLER for or in connection with Contract do not and will not infringe the intellectual property rights of any Third party whether in the form of letters patent, registered designs, copyrights, trademarks or any similar rights. SELLER shall indemnify and hold harmless and defend BUYER from and against all claims, actions, proceedings, demands, damages, liabilities, costs, charges and expenses whatsoever suffered or incurred by the owner as a result of any breach by SELLER of this warranty.

15.2 SELLER shall indemnify and forever keep indemnified and hold harmless BUYER from all actions, suits, claims, demands, liabilities, actions, proceedings, damages, losses, costs, charges, expenses and fines in respect of infringements of patent, design, trademark or copyright or other protected right howsoever arising from the use of tools, methods owned, hired, constructed or provided by SELLER in connection with the performance of this Contract.

ARTICLE 16: ARBITRATION

16.1 This Contract is governed and construed in accordance with the law of Vietnam.

16.2 Any disputes or discrepancies which may arise out of this Purchase Order shall be settled smoothly, amicably, basing on mutual benefit and mutual understanding.

16.3 All disputes arising out of or in relation to this Purchase Order shall be finally settled by Arbitration at the Vietnam International Arbitration Center (VIAC) in accordance with its rules of arbitration. The number of arbitrator shall be three. The place of arbitration shall be Hanoi. The applicable law shall be the law of Vietnam. The language of arbitration shall be Vietnamese. The number of arbitrators is 03.

16.4 Decision/award of the arbitration shall be final and binding upon both parties. The losing party will bear the arbitration fees.

ARTICLE 17: FORCE MAJEURE

17.1 Force majeure is an event occuring in an objective manner which is unforeseeable and unrecoverable despite all necessary and possible measures being taken such as war, riot, armed conflict, embargo, natural disaster (flood, storm, tornado, earthquake, tsunami), fire, epidemic/ pandemic announced by WHO/ Country, a Region/ Country blockade order imposed by the Host Government.

17.2 The party encountering a force majeure event that leads to the failure to perform their obligations under the contract due to the direct influence of the force majeure event is obliged to immediately notify the other party, including the provision of information, explanation on the direct impact of the force majeure event leading to the breach of contract performance with evidence to prove measures taken to remedy the problem and minimize the damage. Delay in notification, provision of information and explanation, if later than 14 calendar days after the force majeure event occurs, shall cause the party encountering the force majeure event to lose the right to waive responsibility later on due to force majeure.

17.3 The written confirmation by the Vietnam Chamber of Commerce and Industry or the competent authority in the area where the force majeure event occurred is the sufficient evidence to prove the force majeure event and the time of its occurrence.

17.4 If the force majeure event lasts more than 02 months, each party has the right to terminate this contract without having to compensate the other party.

17.5 Difficulties in manufacture such as lack of materials, electricity, labor; fire; strike; etc. are not considered force majeure and shall not exempt Seller from the obligation of delivery or late delivery; Information from newspapers, networks and other media is for reference only.

ARTICLE 18: REPORTS AND MEETINGS

18.1 SELLER shall submit to BUYER monthly progress reports.

18.2 Within 15 (fifteen) days from the date of signing of this Contract, if necessity, both Parties shall meet to hold a “Kick-off Meeting” at BUYER’s head office in Vung Tau, Vietnam, in which the following key matters shall be reviewed:

a) Confirm the execution plan for the project and all related works.

b) Confirm the schedule of work for the Contract outlining when each deliverable is to be submitted to BUYER, the detailed means to deliver the MAJOR EQUIPMENT OF GOODS, ITP, VDRL, Plan for issue and Approve Designed Documents.

c) Clarify any unclear technical and commercial matters….

18.3. If necessary two parties shall hold a meeting to discuss and expedite the performance of Contract. Meetings between BUYER’s and SELLER’s Representatives shall be held at times agreed by both Parties. Minutes of Meetings shall be kept by both Parties.

ARTICLE 19: EFFECTIVENESS OF CONTRACT

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

ARTICLE 20: OTHER CONDITIONS

20.1. All taxes, duties and custom fees in connection with the execution of this Contract levied outside Vietnam, Personal income taxes (PIT) of SELLER’s personnel and taxes imposed on Contractor’s sub-contracor (if any) inside Vietnam to be at SELLER’s account.
All other taxes, duties and custom fees imposed on SELLER by the competent authorities of Vietnam in connection with the execution of this Contract inside Vietnam to be at BUYER’s account.
SELLER has responsibility for declaring and paying personal income tax for its employees worked in Vietnam. Within 07 days from the date the employees begin working in Vietnam, SELLER has to submit to the Tax Department of Ba Ria - Vung Tau the information below: list employees, nationality, passports, working time, work undertaken, and income. At the same time SELLER sends 01 copy of those documents above to BUYER.

20.2. Any amendment and/or supplement of this Contract shall be valid only if they are made in writing and signed by authorized Representatives of BUYER and SELLER. If authorized representatives can not be obtained, confirmation by fax will be accepted.

20.3. Neither party shall be entitled to transfer its rights and obligations under this Contract to third party, except its lawful successor, without prior agreement in writing of other Party.

20.4. All correspondences and negotiation prior to signing of this Contract, which have content conflicted with any terms and conditions of this Contract, shall be considered null and void.

20.5. This Contract signed in five originals in English language, two of them for SELLER and three of them for BUYER, each one consists of ___ pages.

20.6 Components of Contract and legal order of precedence are as Clause 2 GCC.

20.7 In the event of conflict, inconsistence or ambiguity between the main text of this Contract, Appendixes thereof, the order of precedence for prevailing shall be: the main text; Appendixes. In the event of conflict, inconsistence or ambiguity between the references of the Contract, the order of precedence for prevailing shall be: SELLER's Technical Proposal ref No. ______; BUYER's Technical Requirement ITB _______..

FOR THE BUYER	FOR THE SELLER
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APPENDIX No. 1
TO CONTRACT No. ______________________

SCOPE OF SUPPLY AND PRICE TABLE

APPENDIX No. 2
TO CONTRACT No. ____________________

FORM OF LETTER OF CREDIT (L/C)

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

APPLICANT: VIETSOVPETRO
105 Le Loi St., Vung Tau Ward, Ho Chi Minh City, S. R. Vietnam.

BENEFICIARY: ________________________
____

ADVISING BANK: …… *(to be advised by SELLER within 02 weeks from the date of signing below Contract).*
____

AMOUNT: USD_________ - CFR Vietsovpetro Petroleum Port (Vietsovpetro Port), Ho Chi Minh city, S. R. Vietnam, Incotems 2010.
(In words: _______________United States Dollars only).

VALIDITY: ________ at counter of negotiating bank.

FOR PAYMENT OF: Contract No. ____________________ dated …..
(hereinafter called "Contract").

PAYMENT CONDITIONS:

Payment under this L/C shall be made in progress per each shipment of Goods as follows:

80% (eighty percent) of the Shipment value shall be paid upon presentation of the following documents in English language by the Seller to the Bank:

1. *Bill of Lading* evidencing shipment from loading port to Vietsovpetro Petroleum Port, Ho Chi Minh City, Vietnam, made out "To order of Buyer" (here is Vietsovpetro, address: 105 Le Loi Street, Vung Tau Ward, Ho Chi Minh City, Vietnam), marked "freight prepaid": 1/3 original and 01 copy;
2. *Detailed Packing List* showing the content of each case or lot, gross and net weight, covering Goods as specified in Appendix No. 1 to this Purchase Order: 01 original and 01 copy;
3. *Signed Commercial Invoice* issued by the Seller for the respective shipment value, indicating term of delivery CFR Vietsovpetro Petroleum port, Vung Tau Ward, Ho Chi Minh City, Vietnam, with itemized and total prices, stating the Seller's bank details and account number: 01 original and 01 copy;
4. *Certificate of Quality and Quantity,* indicating actual date of manufacturing issued by the Manufacturer: 01 original and 01 copy;
5. *Certificate of Origin*, issued or authenticated by Chamber of Commerce of manufacturer's country or export country: 01 original and 01 copy;
6. Other Certificates (if any) as required in ITB: 01 original and 01 copy;

7. *Certificate of Warranty* issued by the Seller for the quality of Goods for the period of … months from the Deliery Date of received Goods, or ... months from date of successfully completed Acceptance Protocol whichever occurs first: 01 original and 01 copy.
8. *Export License or Letter of BENEFICIARY* stating that Export License is not necessary for export: 01 original and 01 copy.
9. *Other Certificates (if any) as required in ITB.*

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, Ho Chi Minh City, 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, marked "Freight prepaid", with destination Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam.

PACKING AND MARKING: As per Purchase Order No. ….. dated ……

SPECIAL CONDITIONS:

Agreed and liquidated damages for delay of delivery:

Shipment after above stated delivery date is allowed but not exceeds two months. For Bill of Lading dated after delivery date, Buyer's Bank is authorized to deduct the agreed and liquidated damages amount as late shipment as follows:
- Delay in the first two weeks: 1.0 % of shipment value per week.
- Delay in each following week: 1.5 % 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 30 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. 3 of this Contract.

APPENDIX No. 3

TO CONTRACT No. ____________________

FORM OF PERFORMANCE BOND

<Insert Place and date>

PERFORMANCE GUARANTEE

TO: __________ *[name of the Employer]*

(Hereinafter referred to as the "Employer")

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

This GUARANTEE is effective from the issuance date and shall remain valid, binding and in force until _______, hereinafter referred to as "the ***Expiry Date****". For any extensions, renewals, or assignments of the Contract beyond the time stated in this GUARANTEE, BENEFICIARY shall not be required to give notice to nor obtain the consent of GUARANTOR. This GUARANTEE would be extended upon written request of APPLICANT to cover the extension, renewal or assignment periods.*

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

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

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

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

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

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

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

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

APPENDIX No. 4
TO CONTRACT No. ____________________

FORM OF ACCEPTANCE PROTOCOL

Place: Vung Tau, S. R. Vietnam   Date:

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

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

have made up this Acceptance Protocol to certify that:

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

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

FOR THE BUYER   FOR THE SELLER

APPENDIX No. 5
TO CONTRACT No. ______________________

FORM OF DOCUMENTATION RECEIPT NOTE

Place.. . ... .. *Date.. ... .*

VIETSOVPETRO (hereinafter referred to as “BUYER”) hereby confirm that 03 (three) complete sets (01 original and 02 copies) of Technical Documents in English have been duly received in full and on time by BUYER from SELLER in accordance with Article 5.2 of the Contract.

SELLER has successfully fulfilled his obligation of delivery of Technical Documents under the Contract.

FOR THE BUYER

APPENDIX No. 6
TO CONTRACT No. ______________________

FORM OF DOCUMENTATION APPROVAL PROTOCOL

VIETSOVPETRO hereinafter referred to as “BUYER”, on one hand, and

___________________________, hereinafter referred to as “SELLER”, on the other hand,

have drawn up this protocol to certify that all Drawings / Technical Documents specified below have been duly submitted by SELLER and successfully approved by BUYER and reviewed and/or approved by CERTIFYING AGENT in compliance with the terms and conditions of the Contract No.________dated ___.

	Documents title	BUYER	Certifying Agent	
No.		Approval	Review	Approval
1	……………			
2	…………..			
3	……………..			
4	………….			
5				
6				
7				
8				
…	…………….			

The signing of this protocol does not relieve SELLER from its obligations and responsibilities as stipulated in the Contract.

FOR THE BUYER FOR THE SELLER

APPENDIX No. 7
TO CONTRACT No. ______________________

FORM OF TRAINING COURSE COMPLETION PROTOCOL

Place.. . ... .. *Date.. ... .*

VIETSOVPETRO hereinafter referred to as “BUYER” of the one Party;

And:

_________________________, hereinafter referred to as “SELLER” of the other Party,

have drawn up this document to certify that the “On-the-job” Training Course and Overseas Training Course has been carried out in accordance with Article 18 of the Contract No. ______________________ dated ....to the satisfaction of BUYER.

However, the signing of this protocol does not release SELLER from his Guarantee responsibilities as stipulated in the Contract.

FOR THE BUYER FOR THE SELLER

APPENDIX No. 8
TO THE CONTRACT No. ______________________

LIST OF MAJOR EQUIPMENTS

No.	DESCRIPTION
1	
2	
3	
4	
5	
6	

APPENDIX No. 9
TO THE CONTRACT No. ______________________

DOCUMENTATION SCHEDULE

List of Drawings / Technical Documents to be submitted to BUYER and CERTIFICATION AGENCY for review and/or approval:

ITEM	DESCRIPTION	FOR VSP			FOR CERTIFICATION AGENCY		
		INFOR	REVIEW	APPROVAL	INFOR	REVIEW	APPROVAL
1							
2							
3							
4							
5							

APPENDIX No. 10 (A)

CORRESPONDENCE TEMPLATE FOR CONTRACT PERFORMANCE

Day month year 20..

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

Attention: **Full Name + Title of the leader of VSP signing the contract**

Cc: **Head of Commercial Department of VSP**

Email: (*The Person in charge of the Contract inserts the Email address of Deputy Head of Commercial Department in charge and person in charge's email address)*

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

REPRESENTATIVE OF PARTY ….

(Signature and stamp)

APPENDIX No. 10 (B)

CORRESPONDENCE FORM FOR CONTRACT PERFORMANCE

Day month year 20..

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

Attention: Commercial Department of VSP/ Port & Logistics Division/ Service/ construction entity.

Email: *(The Person in charge of the Contract inserts the Email address of Deputy Head of Commercial Department in charge and person in charge's email address)*

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

REPRESENTATIVE OF PARTY ….

(Signature and stamp)

CONTRACT
(For Vietnamese contractor)

(FOR VIETNAMESE CONTRACTOR)

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 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. Tạm 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. <u>Thông số kỹ thuật và tiêu chuẩn</u>

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. <u>Đóng gói hàng hoá</u>

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. <u>Bảo hiểm</u>

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. <u>Vận chuyển và các dịch vụ phát sinh</u>

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. <u>Kiểm tra và thử nghiệm hàng hóa</u>

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. <u>Phạt và bồi thường thiệt hại</u>

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

23. <u>Bảo hành</u>

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. <u>Bồi thường vi phạm sáng chế</u>

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, chuyển cho bên kia giấy xác nhận về sự kiện bất khả kháng đó được cấp bởi một tổ chức có thẩm quyền tại nơi xảy ra sự kiện bất khả kháng.

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

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

27. <u>Sửa đổi hợp đồng</u>

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 VT-___/26-KT)

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

Hôm nay, ngày _____tháng ___ năm ________, 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: 0081000000011 tại Ngân hàng Ngoại thương VN, CN Vũng Tàu
- Mã số thuế : 3500102414
- 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 cho BÊN A **“**………………**”** (sau đây gọi tắt là “HÀNG” hay “HÀNG HÓA”), với đơn giá và tổng giá trị phù hợp với quy định tại **Phụ lục số 1** của Hợp đồng này (01 trang), là một phần thống nhất và không thể tách rời của Hợp đồng này.

- HÀNG HÓA phải được đảm bảo mới 100%, chưa qua sử dụng, có chất lượng cao, được sản xuất năm ……………….
- Nhà sản xuất / xuất xứ: như quy định trong **Phụ lục số 1** của Hợp đồng này.

ĐIỀU 2. GIÁ CẢ, TRỊ GIÁ HỢP ĐỒNG

2.1. Đơn giá chi tiết: như nêu tại Phụ lục số 01 của Hợp đồng này.

2.2. Tổng giá trị Hợp đồng, không bao gồm thuế nhập khẩu và chưa bao gồm thuế GTGT của giá trị hàng hóa nhập khẩu: ……………… **VND**

(Bằng chữ: ………………).

Giá trị hợp đồng trên không bao gồm thuế nhập khẩu và chưa bao gồm thuế GTGT của giá trị hàng hóa nhập khẩu ghi trên tờ khai hải quan. Giá trị hợp đồng trên đã bao gồm tất cả phí và lệ phí phát sinh trong Việt Nam. Bên B sẽ sử dụng Hạn mức nhập khẩu của Bên A cho lô

……… để làm thủ tục nhập khẩu hàng hóa. Thuế GTGT áp dụng theo Luật thuế GTGT hiện hành.

2.3. Giá trị của Hợp đồng nêu trên được tính trên cơ sở giao HÀNG HÓA tại kho Vietsopetro, Thành phố Hồ Chí Minh. Giá trên là giá bán hàng hóa bao gồm nhưng không giới hạn bởi giá trị hàng hóa, chi phí thiết kế, mua sắm, chế tạo, chi phí cho cơ quan đăng kiểm độc lập phê duyệt, phí vận chuyển, tài liệu kỹ thuật, giám định hàng hoá trước khi gửi hàng, các chi phí cho người của Bên B tham gia giám sát lắp đặt, kết nối và vận hành thử thiết bị trong bờ và/hoặc /ngoài biển việc và các chi phí khác liên quan đến việc thực hiện hợp đồng này.

2.4. Giá trên bao gồm:

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

GIÁ TRỊ DỊCH VỤ KỸ THUẬT: ………………VND

2.5 Phạm vi lựa chọn: Bên A có quyền bổ sung hợp đồng cho những phạm vi công việc lựa chọn như quy định tại Phụ lục số 01 bằng việc gửi yêu cầu bằng văn bản cho Bên B. Trong trường hợp đó, giá trị Hợp đồng tại Điều 2.2 sẽ được điều chỉnh tương ứng.

ĐIỀU 3. PHÊ DUYỆT TÀI LIỆU KỸ THUẬT/ TÀI LIỆU

3.1 Sau khi kí kết Hợp đồng BÊN B sẽ gửi tài liệu thiết kế lần đầu tiên theo danh mục và thời hạn quy định trong **Phụ lục số 2** (DANH MỤC CÁC TÀI LIỆU KỸ THUẬT). Những tài liệu này sẽ được gửi cho BÊN A để xem xét, cho ý kiến và phê duyệt để bảo đảm thiết kế của BÊN B đáp ứng yêu cầu kỹ thuật nêu trong Hợp đồng cũng như các quy chuẩn quốc tế và Việt Nam về kỹ thuật, an toàn áp dụng cho các công trình biển, ngành dầu khí. Tài liệu thiết kế được gửi cho BÊN A đồng thời bằng email theo địa chỉ ………, sao chép tới ………

3.2 Trong vòng bảy (07) ngày lịch sau khi nhận được tài liệu, BÊN A sẽ xem xét và phê duyệt tài liệu hoặc cho ý kiến (nếu các tài liệu không đáp ứng yêu cầu của Hợp đồng). Trong vòng bảy (07) ngày sau khi nhận được ý kiến của BÊN A, BÊN B sẽ hiệu chỉnh tài liệu, chuyển cho BÊN A để phê duyệt lại. BÊN A sẽ thông báo bằng văn bản kết quả phê duyệt của mình tới BÊN B trong vòng bảy (07) ngày sau khi nhận được tài liệu đã được hiệu chỉnh của BÊN B.

3.3 Tài liệu sau khi sửa đổi/ hiệu chỉnh sẽ được gửi cho Cơ quan đăng kiểm quốc tế để phê duyệt (đối với các Tài liệu yêu cầu có Cơ quan đăng kiểm quốc tế phê duyệt), bất kỳ Tài liệu nào có ý kiến sửa đổi của BÊN A và/ hoặc Cơ quan đăng kiểm quốc tế sẽ được sửa lại theo đúng yêu cầu của BÊN A và/ hoặc Cơ quan đăng kiểm quốc tế. Trong trường hợp có sự khác biệt giữa ý kiến của BÊN A và Cơ quan đăng kiểm quốc tế, ý kiến của Cơ quan đăng kiểm quốc tế sẽ được áp dụng.

3.4 Trong quá trình xem xét và phê duyệt Tài liệu, BÊN A có quyền yêu cầu BÊN B thay thế, với chi phí của BÊN B, bất kỳ chi tiết hoặc bộ phận của Tài liệu nào mà không đáp ứng yêu cầu của Hợp đồng. Mọi chi phí trong quá trình xem xét phê duyệt Tài liệu do lỗi của BÊN B hoặc Nhà sản xuất sẽ do BÊN B chịu.

3.5 Tài liệu đã được BÊN A và Cơ quan đăng kiểm quốc tế phê duyệt sẽ được coi là tài liệu kỹ thuật chính thức của Hợp đồng này.

3.6 Việc xem xét và phê duyệt Tài liệu và số liệu của Cơ quan đăng kiểm quốc tế và BÊN A chỉ là yêu cầu cơ bản của Hợp đồng và sẽ không làm thay đổi trách nhiệm của BÊN B đối với Hợp đồng này.

3.7 Sau khi hoàn thành việc phê duyệt Tài liệu, BÊN B và BÊN A sẽ ký Biên bản Phê duyệt Tài liệu **(Phụ lục số 3).**

3.8 Trong trường hợp nếu BÊN A không phê duyệt Tài liệu trong thời hạn nêu trong điều khoản 3.3 mà không do lỗi của BÊN B, BÊN B có quyền kéo dài thời hạn giao HÀNG HÓA tương ứng với thời gian chậm phê duyệt Tài liệu của BÊN A.

3.9 Bất kỳ sự chậm trễ nào phát sinh do lỗi của BÊN B dẫn đấn việc BÊN A không phê duyệt được Tài liệu hoặc chậm phê duyệt Tài liệu thì BÊN B phải chịu trách nhiệm và BÊN A sẽ áp dụng mức phạt là *0.5%* giá trị thiết bị cho mỗi tuần chậm.

3.10 Trong trường hợp cần đẩy nhanh tiến độ phê duyệt thiết kế, BÊN A, bằng chi phí của mình có quyền cử các đại diện của BÊN A sang cơ sở thiết kế của BÊN B để phê duyệt tài liệu thiết kế theo quy định tại Điều 3.1. BÊN B có trách nhiệm hỗ trợ làm visa cho đại diện của BÊN A cũng như các công việc cần thiết cho BÊN A để giải quyết tất cả các vấn đề liên quan đến việc ăn ở, đi lại của đại diện BÊN A tại nước phê duyệt tài liệu thiết kế.

ĐIỀU 4. GIAO NHẬN HÀNG HOÁ

4.1 Hàng hóa được giao phải phù hợp với yêu cầu quy định của hợp đồng này trong thời hạn là ……… tính từ ngày ký hợp đồng ghi ở trang 1. 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 Điều 4.8 dưới đây.

4.2 *(Đối với trường hợp nhà thầu sử dụng quota của VSP để nhập khẩu hàng hóa)* 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 theo quy định cho Liên doanh Việt – Nga Vietsovpetro.

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 theo chứng từ thực tế nhưng không vượt quá số tiền thuế nhập khẩu (……… Đồng) mà Bên B đã chào trong HSDT. Phần thuế nhập khẩu phát sinh ngoài hợp đồng sẽ do Bên B chi trả.

4.3 *(Đối với trường hợp nhà thầu sử dụng quota của VSP để nhập khẩu hàng hóa)* Để thuận tiện cho việc thông quan, làm các thủ tục miễn thuế nhập khẩu, hàng hóa Bên B nên nhập về cảng Vũng Tàu. Bên A không chịu trách nhiệm trả tiền thuế cho Bên B trong trường hợp nếu Bên B nhập hàng hóa về cảng khác mà không làm được thủ tục miễn thuế hoặc Bên B không sử dụng hạn mức nhập khẩu của Bên A.

4.4 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 theo quy định cho Liên doanh Việt - Nga Vietsovpetro.

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

4.6 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 tại phường Rạch Dừa, Thành phố Hồ Chí Minh nhưng chưa có đầy đủ các chứng từ theo quy định thì Bên A đồng ý cho Bên B tạm gửi hàng tại kho để chờ tập hợp đầy đủ các chứng từ cho việc giao nhận Hàng hóa chính thức.

Bên A đồng ý miễn phí lưu kho đối với lô Hàng tạm gửi này của Bên B trong 05 ngày lịch đầu tiên. Kể từ ngày thứ 6 trở đi, Bên B sẽ phải trả cho Bên A chi phí lưu kho của lô Hàng theo mức đơn giá lưu kho hiện hành của Bên A đang áp dụng cho các khách hàng của Bên A. Chi phí lưu kho này sẽ được Bên A khấu trừ thẳng vào giá trị mà Bên A thanh toán cho Bên B theo quy định của Hợp này hoặc những khoản thanh toán ở những Hợp đồng khác đã ký giữa Hai bên.

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

4.8 BÊN A có quyền từ chối nhận Hàng nếu HÀNG HÓA khi giao không đảm bảo chất lượng như đã quy định ở Điều 1, **Phụ lục số 1** của Hợp đồng này (kể cả phần dẫn chiếu), cũng như không có đầy đủ bộ chứng từ đi kèm như quy định tại Điều 5.2; 6.1 của Hợp đồng này.

4.9 Sau khi hoàn tất việc giao nhận toàn bộ HÀNG HÓA, đại diện hai bên sẽ ký vào Biên bản giao nhận HÀNG HÓA, ghi rõ số lượng, chủng loại, tình trạng HÀNG HÓA, chứng từ đã nhận. BÊN A ủy quyền cho lãnh đạo Xí nghiệp Dịch vụ và XN Xây Lắp/ XN Khai Thác (đơn vị nhận hàng của BÊN A) là đại diện có thẩm quyền ký Biên bản giao nhận. XN Dịch vụ có quyền trưng cầu cơ quan giám định, các phòng ban, bộ phận chức năng của BÊN A tham gia kiểm tra HÀNG HÓA.

ĐIỀU 5. THÔNG BÁO GIAO HÀNG HÓA VÀ CHỨNG TỪ HÀNG HOÁ

5.1 BÊN B phải thông báo bằng văn bản cho BÊN A ít nhất 5 ngày trước ngày chính thức giao HÀNG HÓA. Văn bản thông báo giao HÀNG HÓA phải được gửi cho BÊN A và đơn vị được uỷ quyền nhận HÀNG HÓA của BÊN A (Xí nghiệp Dịch vụ).

Văn bản thông báo giao HÀNG HÓA phải nêu rõ:

- Số Hợp đồng dẫn chiếu;
- Loại HÀNG HÓA giao, bao gồm số lượng, khối lượng và giá trị;
- Tên của tàu chở hàng, quốc tịch/ sốhiệu;
- 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…

5.2 Các giấy tờ yêu cầu kèm theo khi giao HÀNG HÓA:

5.2.1 Phiếu đóng gói chi tiết / Bản kê danh mục HÀNG HÓA – 02 bản gốc, 01 bản sao.

5.2.2 Hóa đơn giá trị gia tăng – 02 bản gốc, 02 bản sao.

5.2.3 Chứng chỉ cho HÀNG HÓA:

- Chứng chỉ xuất xứ hàng hóa (Certificate of Origin) do phòng Thương mại hoặc Tổ chức có thẩm quyền của nước sản xuất hoặc nước xuất khẩu hàng cấp: – 01 bản gốc, 02 bản copy.
- Chứng chỉ chất lượng (Certifiacte of Quality and Quantity) do nhà sản xuất cấp: – 01 bản gốc, 02 bản copy.
- ………và các chứng chỉ khác theo TR của ITB.

5.2.4 Thư bảo hành của BÊN B, bảo hành ………tháng kể từ hai bên ký Biên Bản Nghiệm Thu – 01 bản gốc, 02 bản sao.

5.2.5 Biên bản Phê duyệt Tài liệu kỹ thuật như quy định tại Điều 3.8 - 01 bản gốc.

5.2.6 Tờ khai Hải quan nhập khẩu (trong vòng 03 ngày sau ngày HÀNG HÓA nhập kho):

02 bản sao.

5.3 Mọi chi phí bảo quản hoặc các chi phí khác phát sinh do BÊN A không nhận được thông báo HÀNG HÓA về hoặc không nhận được thông báo/chứng từ HÀNG HÓA muộn sẽ do BÊN B chịu.

ĐIỀU 6. GIAO TÀI LIỆU KỸ THUẬT

6.1 Sau 30 ngày kể từ ngày giao HÀNG HÓA, BÊN B phải giao cho BÊN A ít nhất 06 bộ tài liệu kỹ thuật bằng tiếng Anh và 06 USB theo như **Phụ lục số 2** đính kèm của hợp đồng này.

6.2 Sau khi BÊN B hoàn tất trách nhiệm giao tài liệu kỹ thuật như quy định tại điều 6.1 trên đây, hai Bên sẽ lập ***Biên bản bàn giao tài liệu kỹ thuật*** theo mẫu **Phụ lục số 7**, xác nhận rằng BÊN B đã hoàn tất trách nhiệm giao tài liệu kỹ thuật như quy định của Hợp đồng.

6.3 Trong vòng 06 tuần kể từ ngày hoàn thành quá trình giám sát lắp đặt, chạy thử (Điều 13), BÊN B phải giao cho BÊN A tất cả các tài liệu hoàn công ít nhất 06 bộ tài liệu kỹ thuật bằng tiếng Anh và 06 đĩa USB. Hai BÊN sẽ lập ***Biên bản bàn giao tài liệu hoàn công,*** xác nhận rằng BÊN B đã hoàn tất trách nhiệm giao tài liệu kỹ thuật như quy định của Hợp đồng.

ĐIỀU 7. BAO BÌ, ĐÓNG GÓI

7.1 HÀNG HÓA giao theo Hợp đồng này sẽ được đóng trong bao bì thích hợp, theo tiêu chuẩn của nhà sản xuất, bảo đảm cho HÀNG HÓA không bị hư hại, ăn mòn trong quá trình vận chuyển và thuận tiện cho bốc xếp, bốc dỡ, bảo quan trong kho.

7.2 BÊN B hoàn toàn chịu trách nhiệm trong trường hợp HÀNG HÓA bị mất mát, hư hỏng do thiếu sót trong việc đóng gói HÀNG HÓA.

ĐIỀU 8. KÝ MÃ HIỆU

8.1 Ký mã hiệu trên thùng/ kiện chứa HÀNG HÓA có thể được ghi rõ ràng bằng sơn không xóa được trên bề mặt hoặc in trên tấm ghi nhãn đính trên từng kiện với các thông tin sau bằng tiếng Anh hay tiếng Việt:

Tên nhà sản xuất:

Tên Hàng:

Khối lượng:

Số Hợp đồng:

8.2 BÊN B chịu toàn bộ phí tổn đối với mọi mất mát/ hư hại của HÀNG HÓA trong quá trình bốc xếp, bốc dỡ, vận chuyển do ghi ký mã hiệu không đúng, không đầy đủ cũng như chịu mọi chi phí vận chuyển, bảo quản, mất mát phát sinh thêm do HÀNG HÓA bị gửi nhầm địa chỉ do ghi ký mã hiệu sai.

ĐIỀU 9. THANH TOÁN

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

9.1.1 **Lần 1**: BÊN A thanh toán cho BÊN B **80% giá trị hóa đơn HÀNG HÓA** đã được giao của Hợp đồng trên cơ sở:

- Công văn đề nghị thanh toán của BÊN B: bản gốc

- Hóa đơn thuế GTGT (VND):
- *Bộ chứng từ HÀNG HÓA* quy định tại Điều 5.2 của Hợp đồng này
- *Biên Bản Giao Nhận HÀNG HÓA* qui định tại Điều 4.6: bản gốc.
- *Biên Bản Giám Định HÀNG HÓA* quy định tại Điều 10: bản gốc.
- *Bảo đảm thực hiện hợp đồng:* bản sao;

9.1.2 **Lần 2**: BÊN A thanh toán **20% giá trị hóa đơn HÀNG HÓA** và **100% giá trị hóa đơn DỊCH VỤ**, sau khi BÊN B đã hoàn tất các công việc lắp đặt, vận hành chạy thử theo như quy định tại Điều 13 và Điều 11 trên cơ sở chứng từ sau:

- Công văn đề nghị thanh toán của BÊN B: bản gốc
- 01 Hóa đơn thuế GTGT (VND) cho phần DỊCH VỤ: bản gốc
- *Biên Bản Nghiệm Thu* quy định tại Điều 13.6: bản gốc;
- *Biên Bản Bàn Giao Tài Liệu hoàn công* quy định tại Điều 6.2: bản gốc;
- *Biên bản hoàn thành khóa đào tạo* theo định của Hợp đồng này (Phụ lục số 4)**: b**ản gốc.
- *Bảo lãnh bảo hành bằng 5% giá trị HÀNG HÓA của hợp đồng*, có hiệu lực bằng với thời hạn bảo hành cho HÀNG HÓA theo Điều 14- Bảo hành của hợp đồng: bản gốc;

9.2 Trong vòng 06 tháng kể từ ngày ký Chứng thư giám định HÀNG HÓA của BÊN A và không do lỗi của BÊN B mà BÊN A không tiến hành DỊCH VỤ thì BÊN A phải thanh toán cho BÊN B phần giá trị Hợp đồng còn lại, trừ đi chi phí DỊCH VỤ là: ……… VND (BÊN B vẫn thực hiện công việc giám sát lắp đặt khi BÊN A có yêu cầu).

9.3 Trong trường hợp có sự sai sót, mâu thuẫn hoặc khiếm khuyết trong các văn bản hồ sơ chứng từ, BÊN A sẽ thông báo cho BÊN B trong vòng 10 ngày kể từ khi BÊN A nhận được bộ hồ sơ chứng từ thanh toán nêu trên. BÊN B trong vòng 15 ngày phải có hiệu chỉnh, sửa đổi lại cho phù hợp và thời gian thanh toán đương nhiên được kéo dài thêm tương ứng.

9.4 Thanh toán tiền thuế nhập khẩu và thuế Giá trị gia tăng (VAT) được thực hiện theo quy định hiện hành của Bộ Tài chính và theo Điều 2.4 của Hợp đồng này.

9.5 Số tài khoản giao dịch theo hợp đồng này của BÊN B:

- Tài khoản số: ………
- Người thụ hưởng: ………

9.6 Phí chuyển tiền do BÊN A chịu.

ĐIỀU 10: KIỂM TRA, GIÁM ĐỊNH HÀNG HÓA

10.1 Trong vòng 07 ngày kể từ ngày nhận HÀNG HÓA, BÊN A sẽ tổ chức kiểm tra, giám định (BÊN A trưng cầu cơ quan Giám định độc lập cùng tham gia giám định HÀNG HÓA) tại kho của BÊN A và lập biên bản giám định số lượng, tình trạng Hàng. Chi phí cho việc thuê Giám định độc lập do BÊN A chịu.

10.2 Trước khi giám định HÀNG HÓA 03 ngày BÊN A sẽ thông báo cho BÊN B biết. Trường hợp đại diện của BÊN B không có mặt thì việc giám định được cơ quan Giám định độc lập tiến hành mà không cần sự có mặt của đại diện BÊN B.

10.3 Biên bản giám định số lượng, tình trạng HÀNG HÓA lập giữa hai bên hoặc do Tổ chức giám định độc lập cấp là cơ sở pháp lý để BÊN A khiếu nại BÊN B.

ĐIỀU 11: GIÁM SÁT CHẾ TẠO, KIỂM TRA THIẾT BỊ CHÍNH VÀ TRƯỚC KHI GIAO HÀNG

11.1 YÊU CẦU CHUNG

11.1.1 Trong trường hợp cần thiết, BÊN A có quyền cử đại diện của BÊN A đến cơ sở của BÊN B để giám sát quá trình chế tạo, kiểm tra thiết bị chính, kiểm tra trước khi gửi HÀNG HÓA như quy định tại các điều 12.2, 12.3, 12.4 của hợp đồng này.

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

11.1.3 BÊN B phải cung cấp văn phòng làm việc, văn phòng phẩm, thiết bị văn phòng, điện thoại quốc tế và fax, tiệc trà, v.v… cần thiết cho nhân viên của BÊN A trong quá trình giám sát kỹ thuật, thanh kiểm tra HÀNG HÓA.

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

11.1.5 BÊN B chịu chi phí cho Cơ Quan Đăng Kiểm để tham gia toàn bộ các cuộc kiểm tra, thử nghiệm cần thiết cho HÀNG HÓA.

11.1.6 Việc BÊN A tham gia vào quá trình giám sát chế tạo, thanh tra nguyên vật liệu, kiểm tra thiết bị chính và kiểm tra HÀNG HÓA trước khi giao không miễn trách nhiệm bảo hành của BÊN B như quy định tại điều14 của Hợp đồng.

11.2 GIÁM SÁT QUÁ TRÌNH CHẾ TẠO

11.2.1 Không quá sáu mươi (60) ngày kể từ ngày ký Hợp đồng này, BÊN B phải thông báo cho BÊN A về ngày bắt đầu chế tạo (Fabrication commencement date). BÊN A sẽ cử Nhóm giám sát của BÊN A đến xưởng lắp ráp, chế tạo trong quá trình thi công. Nội dung giám sát bao gồm nhưng không giới hạn trong các công việc sau đây:

- Giám sát tất cả các quy trình sản xuất, xây dựng và lắp ráp, kiểm tra các tài liệu liên quan đến HÀNG HÓA và nguyên vật liệu và/ hoặc thiết bị;
- Kiểm tra và thanh tra chất lượng vật liệu sử dụng cho việc sản xuất, chế tạo thiết bị trên cơ sở giấy chứng nhận chất lượng và và kiểm tra sự phù hợp của thiết bị, vật tư được sử dụng so với các yêu cầu, thông số kỹ thuật và điều kiện của Hợp đồng. BÊN A có quyền từ chối bất kỳ nguyên vật liệu và/ hoặc thiết bị nào không đáp ứng với yêu cầu kỹ thuật.
- Chứng kiến/ tham gia và xem xét lại tất cả các giấy chứng nhận, báo cáo, ghi chép tại xưởng, thử chức năng của thiết bị chính, do BÊN B và/ hoặc Nhà thầu phụ tiến hành.

11.2.2 Việc kiểm tra HÀNG HÓA có thể được tiến hành tại nhà xưởng của BÊN B/ nhà thầu phụ/ nhà sản xuất dưới sự giám sát của đại diện BÊN A (nếu có mặt) và/ hoặc Cơ quan đăng kiểm (nếu áp dụng).

11.3 KIỂM TRA THIẾT BỊ CHÍNH

11.3.1 BÊN A sẽ cử nhóm kiểm tra của BÊN A đến nhà máy của BÊN B/ nhà cung cấp các thiết bị chính nhằm kiểm tra, chứng kiến tất cả các việc thử nghiệm cho thiết bị chính. Việc kiểm tra thiết bị chính chủ yếu bao gồm nhưng không giới hạn những công việc chính sau đây:

- ……
- ……

- ……

11.3.2 BÊN B phải cung cấp Kế hoạch kiểm tra chi tiết và kế hoạch này phải được các BÊN đồng ý ba mươi (30) ngày trước ngày bắt đầu công việc kiểm tra cho từng thiết bị như mục 12.3.1.

11.3.3 BÊN B thông báo cho BÊN A ngày bắt đầu kiểm tra, thử nghiệm thiết bị chính hai mươi (20) ngày trước khi thực hiện công việc này.

11.3.4 BÊN B bằng chi phí của mình chịu trách nhiệm tiến hành các việc kiểm tra, kiểm định, thử nghiệm để đáp ứng với các yêu cầu của Hợp đồng phù hợp với mục 5 trong tài liệu "………". Toàn bộ các báo cáo, chứng chỉ kiểm tra, kiểm định v.v… được thực hiện cho tất cả các công việc của Hợp đồng và phải cung cấp cho BÊN A sau khi việc kiểm tra, kiểm định được hoàn thành.

11.3.5 Sau khi hoàn thành việc kiểm tra, BÊN B và/ hoặc Nhà thầu phụ phải cấp các Chứng chỉ về kết quả kiểm tra, thử nghiệm (có chứng nhận của Cơ Quan Đăng Kiểm tuỳ theo yêu cầu của từng thiết bị phù hợp với Điều 5 của Hợp đồng này).

11.4 KIỂM TRA TRƯỚC KHI GỬI HÀNG

11.4.1 HÀNG HÓA phải được BÊN A kiểm tra trước khi giao hàng lên tàu để vận chuyển về Việt Nam. Vì mục đích của việc kiểm tra này, BÊN A sẽ cử đại diện đến nơi chế tạo, tổ hợp của BÊN B để tham gia vào việc kiểm tra HÀNG HÓA.

11.4.2 BÊN B phải cung cấp chi tiết chương trình kiểm tra và chương trình này phải được các BÊN đồng ý không quá ba mươi (30) trước ngày bắt đầu việc kiểm tra HÀNG HÓA.

11.4.3 BÊN B phải thông báo cho BÊN A hai mươi (20) ngày trước ngày bắt đầu kiểm tra HÀNG HÓA.

11.4.4 Khi hoàn thành việc kiểm tra HÀNG HÓA, đại diện của BÊN A (nếu có mặt) và BÊN B sẽ ký Biên bản kiểm tra HÀNG HÓA trước khi gửi hàng ***(Pre-Shipment Inspection Protocol)*** theo nội dung của **Phụ lục số 9** trong Hợp đồng.

11.4.5 BÊN A có trách nhiệm thông báo cho BÊN B bằng văn bản ít nhất mười lăm (15) ngày trước ngày thực hiện kiểm tra HÀNG HÓA nếu đại diện của BÊN A không thể có mặt tại thời điểm thực hiện kiểm tra HÀNG HÓA.

11.4.6 BÊN A sẽ chỉ định một bên thứ ba vì mục đích kiểm toán và tư vấn cho BÊN A về các vấn đề liên quan đến an toàn và Bảo đảm chất lượng. BÊN A và người đại diện được ủy quyền có quyền tiếp cận và quyền thanh kiểm tra và kiểm toán các số sách, bản vẽ, kế hoạch, hướng dẫn và thủ tục liên quan đến HÀNG HÓA.

ĐIỀU 12: GIÁM SÁT LẮP ĐẶT VÀ CHẠY THỬ

12.1 Sau khi hoàn thành việc giao nhận HÀNG HÓA nhưng không ít hơn 15 ngày trước ngày dự định thực hiện công việc giám sát lắp đặt và chạy thử, BÊN A sẽ thông báo cho BÊN B bằng văn bản về ngày dự định thực hiện công tác giám sát lắp đặt và chạy thử. Không ít hơn 5 ngày kể từ ngày thông báo của BÊN A, BÊN B phải xác nhận bằng văn bản về việc cử chuyên gia đến thực hiện công việc nêu trên và thông báo cho BÊN A về các thông tin cần thiết (tên, ngày tháng năm sinh, số hộ chiếu / CMND, …) của các chuyên gia được cử đến thực hiện công việc giám sát của hợp đồng này để BÊN A chuẩn bị các thủ tục tiếp nhận. Trong trường hợp BÊN B chậm trễ huy động chuyên gia đến công trường của BÊN A để thực hiện công việc giám sát lắp đặt và chạy thử tính từ thời điểm BÊN A yêu cầu chính thức trong công văn, BÊN B sẽ chịu phạt theo quy định tại điều 16.2.2.

12.2 Các chuyên gia của BÊN B phải được cấp chứng chỉ huấn luyện an toàn trước khi thực hiện công việc trên công trình biển của BÊN A và phải tuân thủ các qui định về an toàn và kỷ luật lao động tại công trường của BÊN A trong suốt thời gian thực hiện công việc giám sát nêu trên.

12.3 Tất cả chi phí cho việc đi và đến Việt Nam của các chuyên gia BÊN B bao gồm vé máy bay khứ hồi, đi lại, ăn, ở khách sạn sẽ do BÊN B chi trả. BÊN A chịu trách nhiệm đưa các chuyên gia của BÊN B từ bờ ra công trường ngoài khơi của BÊN A và ngược lại cũng như sẽ đảm bảo cho các chuyên gia của BÊN B nơi ở, thức ăn, các dịch vụ y tế và các điều kiện làm việc khác như điều kiện đối với chuyên gia của BÊN A tại công trường.

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

12.5 Sau khi hoàn thành công tác giám sát lắp đặt, tiền chạy thử, chạy thử và hoàn thành hết các punch list, đại diện của hai BÊN sẽ ký *Biên bản xác nhận hoàn thiện công việc giám sát lắp đặt và chạy thử (Acceptance Protocol).* Nội dung của Biên bản này được qui định tại Phụ lục số 5 của hợp đồng này. Biên bản này là một chứng từ cần thiết để thực hiện thanh toán chi phí cho công tác giám sát lắp đặt và chạy thử được qui định trong Hợp đồng.

12.6 Việc hai BÊN ký Biên bản xác nhận BÊN B đã hoàn thiện công việc giám sát lắp đặt và chạy thử tại công trường của BÊN A không giải phóng BÊN B khỏi trách nhiệm bảo hành như qui định tại Điều 14 của Hợp đồng này.

12.7 Hai BÊN sẽ phối hợp và tạo điều kiện thuận lợi nhất để thực hiện công việc giám sát lắp đặt và chạy thử trong thời gian ba mươi (30) ngày đối với toàn bộ cụm thiết bị. BÊN B sẽ chịu trách nhiệm thực hiện bao gồm nhưng không giới hạn các công việc sau:

12.7.1 Kiểm tra......

12.7.2 ......

12.7.3 ....

12.7.4 ....

12.7.5 Tiến hành ....

13.8.16 Nghiệm thu, ký Acceptance Protocol.

12.8 Trong trường hợp thời gian BÊN B hoàn thành công việc giám sát, chạy thử quá 30 ngày mà do lỗi của BÊN B thì BÊN B sẽ chịu phạt theo điều 16.2.2.

12.9 Nếu thời gian việc giám sát lặp đặt và chạy thử bị kéo dài so với qui định của Hợp đồng (8 tiếng/ngày) không do lỗi của BÊN B thì BÊN A phải trả thêm các chi phí làm thêm giờ (overtime) từ giờ thứ 9 trở đi là: .... USD/giờ theo tỷ giá .... VNĐ/ USD.

12.10 Nếu trong vòng 02 tháng kể từ ngày ký Chứng thư giám định HÀNG HÓA của BÊN THỨ BA và không do lỗi của BÊN B mà BÊN A không tiến hành lắp đặt ____, hai BÊN sẽ tiến hành lập *Biên bản không thực hiện việc giám sát lắp đặt* theo mẫu (Phụ lục số 6). Biên bản này là cơ sở pháp lý để BÊN A thanh toán 10% giá trị hàng hóa còn lại cho BÊN B. Biên bản này không loại bỏ nghĩa vụ của BÊN B về giám sát lắp đặt, chạy thử khi BÊN A có yêu cầu.

ĐIỀU 13. BẢO HÀNH

13.1 BÊN B bảo đảm chất lượng HÀNG HÓA được cung cấp theo Hợp đồng này là hoàn toàn mới được sản xuất vào năm 20.. hoặc về sau, sản xuất theo công nghệ và các điều kiện kỹ thuật, tiêu chuẩn quy định, phù hợp với mục đích sử dụng, thích hợp cho sử dụng trong điều kiện biển, ngoài khơi, khí hậu nhiệt đới, độ ẩm cao của Việt Nam.

13.2 Thời gian bảo hành của HÀNG HÓA là … tháng kể từ ngày giao hàng hoặc ... tháng kể từ ngày hai BÊN ký Biên Bản Nghiệm Thu.

13.3 Trong thời hạn bảo hành, nếu phát hiện chất lượng HÀNG HÓA không đảm bảo như yêu cầu của Hợp đồng này, BÊN A có quyền yêu cầu BÊN B tham gia vào việc kiểm tra, giám định lại chất lượng HÀNG HÓA. 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 HÓA do Tổ chức giám định độc lập cấp là cơ sở pháp lý để BÊN A khiếu nại BÊN B.

13.4 Bất kỳ một khiếu nại về chất lượng HÀNG HÓA hoặc sự không phù hợp nào của HÀNG HÓA so với yêu cầu của Hợp đồng này sẽ phải được thông báo cho BÊN B trong thời hạn bảo hành.

13.5 Trong vòng 15 ngày kể từ ngày nhận được khiếu nại BÊN B phải thông báo cho BÊN A biết ý kiến của mình về khuyết tật, biện pháp khắc phục và trong vòng 01 tháng, bằng chi phí của mình phải khắc phục xong khuyết tật, nếu về mặt kỹ thuật có thể khắc phục được, hoặc phải giao HÀNG HÓA mới tại kho của BÊN A. Mọi phí tổn gửi trả HÀNG HÓA khuyết tật cho BÊN B và gửi HÀNG HÓA mới thay thế cho BÊN A sẽ do BÊN B chịu.

13.6 Nếu BÊN B không có khả năng khắc phục khuyết tật hoặc cung cấp HÀNG HÓA thay thế trong thời hạn quy định tại Điều 14.5 trên đây thì BÊN A sẽ áp dụng điều khoản phạt quy định tại Điều 16 của Hợp đồng này, thời gian tính phạt được tính từ ngày BÊN B nhận được khiếu nại cho đến ngày khắc phục xong khuyết tật hoặc giao HÀNG HÓA thay thế trừ đi 30 ngày hoặc BÊN A có quyền khắc phục khuyết tật bằng chi phí của BÊN B mà không bị mất quyền được bảo hành và BÊN B phải trả cho BÊN A mọi phí tổn liên quan đến việc khắc phục khuyết tật cũng như 10% trị giá HÀNG HÓA không sử dụng được do có khuyết tật. Những hỏng hóc nhỏ không cần sự khắc phục của BÊN B hoặc không cho phép chậm trễ trong việc khắc phục thì BÊN A sẽ tự khắc phục và BÊN B sẽ thanh toán các chi phí khắc phục đó cho BÊN A.

13.7 HÀNG HÓA được thay thế sẽ được bảo hành tương đương theo quy định trong Điều 14.2 của Hợp đồng này; trong trường hợp sửa chữa, thời gian bảo hành HÀNG HÓA sẽ được kéo dài thêm bằng khoảng thời gian mà HÀNG HÓA không sử dụng được do có khuyết tật.

13.8 Khi khuyết tật được khắc phục xong và/ hoặc HÀNG HÓA thay thế đã được cung cấp, mọi phí tổn liên quan đã được giải quyết, khiếu nại coi như được giải quyết xong.

13.9 Mọi chi phí liên quan đến khuyết tật mà BÊN B phải chịu theo quy định của bản Hợp đồng này sẽ được BÊN A trừ vào giá trị của Hợp đồng hoặc bằng cách khác mà hai BÊN sẽ thỏa thuận.

ĐIỀU 14. TIẾN ĐỘ THỰC HIỆN

14.1Trong khoảng 01 tháng kể từ ngày ký hợp đồng và hàng tuần, BÊN B gửi báo cáo kế hoạch, tiến độ thực hiện hợp đồng, tiến độ chế tạo thiết bị, vật tư của nhà máy sản xuất, thiết kế, lắp đặt, chạy thử cho BÊN A. Báo cáo này được gửi cho Vietsovpetro trước 10:00 AM (giờ Việt Nam) ngày thứ Năm của tuần nộp báo cáo, bao gồm:

- Kế hoạch, tiến độ trình bản vẽ, tài liệu kỹ thuật cho VSP và Bên thứ ba phê duyệt;
- Kế hoạch, tiến độ sản xuất;
- Mô tả các công việc đã hoàn thành trong giai đoạn thực hiện;
- Nêu bật những chậm trễ hoặc những chậm trễ có khả năng xảy ra và những nguyên nhân gây ra chậm trễ ảnh hưởng đến tiến độ sản xuất và đưa ra các biện pháp bảo đảm tiến độ;

- Kế hoạch, tiến độ vận chuyển và bàn giao thiết bị.

14.2 Hàng tháng đại diện BÊN A sẽ tổ chức họp với đại diện BÊN B để rà soát, đánh giá tiến độ thực hiện theo từng phần công việc của Hợp đồng. Trong quá trình thực hiện Hợp đồng, mọi liên hệ BÊN B gửi công văn chính thức cho lãnh đạo Liên doanh Việt-Nga Vietsovpetro, sao gửi cho Xí nghiệp khí của BÊN A và qua email bản scan công văn theo địa chỉ email nêu trên.

ĐIỀU 15. PHẠT VI PHẠM VÀ BỒI THƯỜNG THIỆT HẠI

15.1 BÊN B sẽ bị phạt chậm thực hiện trong các trường hợp sau:

15.1.1 Giao HÀNG HÓA chậm, không đúng như thời hạn quy định tại Điều 4.

15.1.2 Chậm trễ trong việc bắt đầu và hoàn thành trách nhiệm thực hiện giám sát lắp đặt, chạy thử như quy định tại Điều 13.

15.2 Mức phạt chậm thực hiện được áp dụng như sau:

15.2.1 Đối với giao HÀNG HÓA chậm, không đúng như thời hạn quy định tại Điều 4: Mức phạt là 1% giá trị Hợp đồng bị vi phạm cho mỗi tuần chậm cho 02 tuần lịch đầu tiên chậm; phạt 1,5% giá trị Hợp đồng bị vi phạm cho mỗi tuần chậm tiếp theo.

Một tuần được xác định là 7 ngày lịch. Chậm từ 4 ngày lịch đến 7 ngày lịch được xem là một tuần. Chậm 3 ngày lịch hoặc ít hơn không bị tính phạt. Giá trị HÀNG HÓA giao chậm tính phạt là không bao gồm thuế nhập khẩu (nếu có) và thuế GTGT. Tổng mức phạt liên quan đến việc thực hiện Hợp đồng không vượt quá 8% trị giá Hợp đồng. Số tiền phạt sẽ được BÊN A khấu trừ vào số tiền phải trả cho BÊN B và/ hoặc số tiền BÊN A phải trả BÊN B cho các Hợp đồng mà hai BÊN đã và đang ký kết nhưng chưa được thanh toán hết.

15.2.2 Chậm trễ trong việc bắt đầu và hoàn thành trách nhiệm thực hiện DỊCH VỤ như quy định tại Điều 13. Áp dụng mức phạt là 0,5% cho mỗi ngày chậm tính trên giá trị dịch vụ (bao gồm ngày mob người và ngày chậm hoàn thành theo số ngày phải hoàn thành dịch vụ quy định trong hợp đồng). Tổng mức phạt liên quan đến việc chậm trễ trong việc thực hiện DỊCH VỤ không vượt quá 8% giá trị dịch vụ.

15.3 BÊN B phải chịu phạt 8% trị giá Hợp đồng trong các trường hợp:

15.3.1 BÊN B hủy Hợp đồng sau khi Hợp đồng đã được hai BÊN ký kết, hoặc không mở Bảo lãnh thực hiện Hợp đồng, trừ trường hợp bất khả kháng được qui định tại Điều 16 của Hợp đồng này.

15.3.2 Nếu việc giao HÀNG HÓA bị muộn hơn hai tháng so với thời gian qui định tại Điều 4 của Hợp đồng này, loại trừ các trường hợp bất khả kháng. Trong trường hợp này, ngoài việc phạt vi phạm, BÊN A có quyền hủy Hợp đồng này vào bất cứ lúc nào mà không cần phải đưa vụ việc ra Toà án và Trọng tài.

15.3.3 Nếu HÀNG HÓA khi giao không đảm bảo chất lượng như đã quy định ở Điều 1 của Hợp đồng này, cũng như không cung cấp đầy đủ bộ chứng từ đi kèm như quy định tại các Điều 5; 6.1 của Hợp đồng này BÊN A có quyền từ chối nhận HÀNG HÓA và không thanh toán.

15.4 Vi phạm do cung cấp chậm / Cung cấp không đủ hàng hóa:

15.4.1 Nếu bên B giao hàng chậm quá 02 tháng (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.

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

a) Chỉ định bên thứ 3 có khả năng cung cấp hàng hóa / 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 tiếp hợp đồng và trong trường hợp này bên B phải chịu phạt một khoản tiền bằng 08% giá trị của phần hợp đồng bị vi phạm.

15.5 Nếu BÊN B không thông báo, hoặc thông báo muộn HÀNG HÓA về, hoặc giao chứng từ HÀNG HÓA muộn, hoặc chứng từ HÀNG HÓA không rõ ràng như qui định tại Điều 4 của Hợp đồng này gây ra chậm trễ trong việc nhận và nghiệm thu HÀNG HÓA thì BÊN B sẽ phải chịu phạt theo mức như qui định tại Điều 16.2 và chịu các phí tổn khác liên quan đến bất cẩn của mình.

15.6 Trong các trường hợp khác, nếu việc BÊN B vi phạm Hợp đồng gây thiệt hại cho BÊN A, BÊN B phải bồi thường toàn bộ thiệt hại thực tế đã gây ra. Mức phạt và bồi thường thiệt hại được quy định trong Hợp đồng này đã được hai BÊN thỏa thuận và không cần sự can thiệp của Tòa án hoặc Trọng tài. Số tiền phạt, bồi thường thiệt hại sẽ được BÊN A, hoặc rút Bảo lãnh thực hiện Hợp đồng, hoặc trừ vào hoá đơn của BÊN B khi thanh toán, hoặc trừ vào số tiền mà BÊN A còn đang tạm giữ của BÊN B trong các Hợp đồng khác đang có hiệu lực giữa các BÊN vào thời điểm đó hoặc BÊN B sẽ phải thanh toán ngay, nhưng không muộn hơn 30 ngày kể từ ngày yêu cầu đầu tiên của BÊN A, hoặc bằng các cách khác tùy thuộc vào BÊN A.

ĐIỀU 16. BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

16.1 Bảo lãnh thực hiện Hợp đồng có giá trị bằng 3% giá trị Hợp đồng. Bảo lãnh này được phát hành bởi Ngân hàng lớn tại Việt Nam. Bảo lãnh thực hiện Hợp đồng có hiệu lực kể từ ngày ký hợp đồng và có thời hạn bằng thời hạn giao hàng cộng thêm 60 ngày và cộng thêm thời hạn thực hiện DỊCH VỤ.

16.2 Nếu BÊN A không nhận được Bảo lãnh có hiệu lực trong vòng 07 ngày kể từ ngày ký Hợp đồng, BÊN A có quyền hủy bỏ Hợp đồng vào bất cứ lúc nào và rút Bảo lãnh dự thầu hoặc áp dụng chế tài phạt vi phạm mà không cần có sự can thiệp của Tòa án hoặc Trọng tài.

16.3 Nếu phải gia hạn thêm hiệu lực Bảo lãnh thực hiện Hợp đồng (vì lý do chậm giao HÀNG HÓA, gia hạn thêm ngày giao HÀNG HÓA), BÊN B phải lập tức yêu cầu Ngân hàng Phát hành sửa đổi Bảo lãnh và nộp bản gốc sửa đổi Bảo lãnh cho BÊN A trong vòng 05 ngày kể từ ngày nhận được thông báo gia hạn Bảo lãnh thực hiện Hợp đồng.

16.4 Trường hợp BÊN B chậm gia hạn hiệu lực Bảo lãnh khi có yêu cầu của BÊN A bằng văn bản: BÊN B sẽ bị phạt 0,2% giá trị bảo lãnh tương ứng/ mỗi ngày chậm. Tổng giá trị phạt không vượt quá 8% giá trị Bảo lãnh tương ứng.

16.5 Nếu BÊN A sử dụng Bảo lãnh thực hiện Hợp đồng, BÊN A phải lập tức gửi cho BÊN B copy thông báo gửi Ngân hàng.

ĐIỀU 17. BẤT KHẢ KHÁNG

17.1 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.

17.2 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.

17.1 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.

17.2 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.

17.3 Các khó khăn trong sản xuất như thiếu vật tư, điện, nhân công, đình công… không được coi là bất khả kháng và không miễn cho Bên B nghĩa vụ giao hàng hoặc giao hàng muộn; Các thông tin từ trang báo, mạng và các phương tiện truyền thông khác chỉ mang tính chất tham khảo.

ĐIỀU 18. BẰNG PHÁT MINH, SÁNG CHẾ VÀ CẤP GIẤY PHÉP

BÊN B bảo đảm rằng vật tư, thiết bị, phương pháp và công nghệ sản xuất do BÊN B sử dụng liên quan đến việc thực hiện Hợp đồng này không vi phạm quyền sở hữu trí tuệ của bất kỳ bên thứ ba nào dù ở dạng bằng chứng nhận phát minh, thiết kế được đăng ký, bản quyền, thương hiệu, Tài liệu hoặc bất kỳ những quyền lợi nào tương tự như vậy. BÊN B sẽ tự bồi thường và có nghĩa vụ bảo vệ cho BÊN A tránh khỏi các khiếu nại, khiếu tố, kiện, các đòi hỏi, tổn thất, trách nhiệm, chi phí bất kể những gì phải gánh chịu bởi người chủ sở hữu do bất kỳ sự vi phạm nào gây ra bởi BÊN B đối với việc thực hiện Hợp đồng này.

ĐIỀU 19. GIẢI QUYẾT TRANH CHẤP

19.1 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.

19.2 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 tố 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.

19.3 Phán quyết của Trung tâm Trọng tài là cuối cùng và buộc hai BÊN phải tuân thủ.

ĐIỀU 20. CÁC ĐIỀU KHOẢN KHÁC

20.1 Những điều không quy định hoặc quy định không đầy đủ trong Hợp đồng này sẽ căn cứ vào luật pháp nhà nước hiện hành.

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

20.3 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 bằng văn bản trước của BÊN kia.

20.4 Mọi thư từ trao đổi trước khi ký kết Hợp đồng này, nếu có nội dung trái với nội dung Hợp đồng này đều không có giá trị.

20.5 Hợp đồng có hiệu lực kể từ ngày ký Hợp đồng này đến khi các BÊN hoàn tất nghĩa vụ của mình theo Hợp đồng.

20.6 Hợp đồng này gồm tổng cộng ………trang, bao gồm cả Phụ lục số 01 đến Phụ lục số 13 và phần dẫn chiếu tại điều này là các phần phần thống nhất, không tách rời của Hợp đồng này.

Trong trường hợp nếu có sự khác biệt giữa phần nội dung Hợp đồng và phần Phụ lục Hợp đồng, phần dẫn chiếu thì thứ tự ưu tiên xử lý theo mục Mục 2.2 ĐKC.

20.7 Hợp đồng này được lập thành 06 bản bằng tiếng Việt (riêng Phụ lục số 01 và các phần dẫn chiếu bằng tiếng Anh), các bản có giá trị pháp lý như nhau, BÊN A giữ 04 bản, BÊN B giữ 02 bản.

ĐẠI DIỆN BÊN A	**ĐẠI DIỆN BÊN B**

<u>PHỤ LỤC SỐ 01</u>

HỢP ĐỒNG SỐ: ..../....../T-N2/...-............

DANH MỤC, SỐ LƯỢNG, ĐƠN GIÁ VÀ TỔNG GIÁ TRỊ HÀNG HÓA

No.	Mô tả hàng hóa	Model	Nhà sản xuất	Xuất xứ	ĐVT	SL	Đơn giá (VNĐ)	Tổng giá (VNĐ)
I	**SCOPE OF SUPPLY FOR …… PACKAGE, including:**							
1	**….**							
2	**…**							
3	….							
…	…							
…								
…	**Others charges (if any)**							
	Tổng giá trị hàng hóa không bao gồm thuế nhập khẩu và chưa bao gồm thuế VAT							

ĐẠI DIỆN BÊN A **ĐẠI DIỆN BÊN B**

DỊCH VỤ KỸ THUẬT

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

ĐẠI DIỆN BÊN A **ĐẠI DIỆN BÊN B**

<u>PHỤ LỤC SỐ 02</u>

HỢP ĐỒNG SỐ: ……/…/T-N2/…-………

DANH MỤC CÁC TÀI LIỆU THIẾT KẾ

No	Document Title	Vendor Document No.	VSP Document No.	First Submission Schedule	Remark
	QA /INSPECTION AND TESTING				
	ENGINEERING & DESIGN DOCUMENTS				
	TEST PROCEDURES				
	DOCUMENTS & CERTIFICATE				
	AS-BUILT DOCUMENTS				

WAO: Weeks After Confirmation of Order

WBD: Weeks Before Delivery

WAP: Weeks After Site Acceptance Protocol

D: Document to be attached with Goods Delivery

Note:

1. The document Numbe will be updated during detail engineering, once getting instruction document structural from VSP at KOM.

2. The minic panel is used as existing. The new required hardware will be installed on the cabinets during site installation.

<u>PHỤ LỤC SỐ 03</u>

HỢP ĐỒNG SỐ: ……/…/T-N2/…-………

MẪU BIÊN BẢN PHÊ DUYỆT TÀI LIỆU KỸ THUẬT/TÀI LIỆU

Vũng Tàu *Ngày…………..*

VIETSOVPETRO dưới đây gọi là BÊN A và Công ty (gọi là BÊN B) nhất trí lập Biên Bản này để xác nhận rằng các Tài liệu/tài liệu kỹ thuật chỉ ra dưới đây do BÊN B gửi đến đã được xem xét và phê duyệt bởi BÊN A hoàn toàn phù hợp với quy định của hợp đồng NO……………ngày……/……201..

No	Title	VSP review	VSP approval	3th Party approval
1				
2				
3				
4				
5				
6				
7				

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

ĐẠI DIỆN BÊN A **ĐẠI DIỆN BÊN B**

PHỤ LỤC SỐ 04

HỢP ĐỒNG SỐ: ……/…/T-N2/…-………

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

Địa điểm. . . . . *Ngày*. . . . .

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

- Toàn bộ công việc, dịch vụ được quy định trong Hợp đồng số ___________ ký ngày _________, ngoại trừ những nghĩa vụ liên quan đến bảo hành của BÊN B nêu trong Điều 14 của Hợp đồng, đã được BÊN B thực hiện đầy đủ theo quy định của Hợp đồng và đã được chấp nhận bởi BÊN A vào ngày _________ và từ ngày này tất cả thiết bị ……… được bàn giao và thuộc quyền sở hữu của BÊN A mà không có bất kỳ khiếu nại của bên thứ ba nào.

- BÊN B đã cử các chuyên gia kỹ thuật và hoàn thành đầy đủ trách nhiệm thực hiện công việc giám sát, lắp đặt, chạy thử theo quy định của Hợp đồng.

- BÊN A đã nhận đầy đủ các tài liệu do BÊN B cung cấp theo quy định tại điều 6 của Hợp đồng.

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

Tuy nhiên, việc ký Biên bản này giải phóng BÊN B khỏi nghĩa vụ và trách nhiệm của mình về trách nhiệm bảo hành theo quy định tại Điều 14 (Bảo hành) của Hợp đồng.

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

ĐẠI DIỆN BÊN A **ĐẠI DIỆN BÊN B**

<u>PHỤ LỤC SỐ 05</u>

HỢP ĐỒNG SỐ: ……/…/T-N2/…-………

MẪU BIÊN BẢN CHẤP THUẬN KHÔNG TIẾN HÀNH CÔNG VIỆC LẮP ĐẶT, VẬN HÀNH, CHẠY THỬ

Địa điểm .... *Ngày*.......................

Một bên là Liên doanh Việt - Nga Vietsovpetro (sau đây gọi là BÊN A) và bên còn lại là _________ (sau đây gọi là BÊN B) cùng soạn thảo biên bản này để xác nhận:

BÊN A chấp thuận không tiến hành công việc kiểm tra lắp đặt, vận hành và chạy thử thiết bị để kiểm tra các thông số của thiết bị ………. theo Hợp đồng No.___.

Lý do:

-
-
-

Tuy nhiên, việc ký Biên bản này không giải phóng BÊN B khỏi nghĩa vụ và trách nhiệm của mình về công việc giám sát lắp đặt, vận hành và chạy thử thiết bị ……… theo quy định của Điều khoản 13 và bảo hành theo quy định của Điều khoản 14 (Bảo hành) và của hợp đồng No.___.

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

ĐẠI DIỆN BÊN A **ĐẠI DIỆN BÊN B**

PHỤ LỤC SỐ 06

HỢP ĐỒNG SỐ: ……/…/T-N2/…-………

MẪU BIÊN BẢN GIAO/ NHẬN TÀI LIỆU

Địa điểm. . . . . *Ngày*. . . . .

VIETSOVPETRO JOINT VENTURE (Sau đây gọi là BÊN A) và Công ty sau đây gọi là BÊN B xác nhận rằng 06 bộ tài liệu gốc Tài liệu/tài liệu kỹ thuật bằng tiếng Anh và 06 bộ copies lưu trong USB đã được BÊN B bàn giao đầy đủ cho BÊN A nhận, phù hợp với quy định của hợp đồng No.

Danh mục Tài liệu/tài liệu kỹ thuật như sau (List of Drawings / Technical Documents). Danh mục tài liệu này tuân theo danh mục tài liệu kỹ thuật theo **Phụ Lục số 2** của Hợp đồng này.

No.	**Title/Danh mục**
1	
2	
3	
4	
5	
6	
7	
8	

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

ĐẠI DIỆN BÊN A **ĐẠI DIỆN BÊN B**

(Giám đốc XN ….)

<u>PHỤ LỤC SỐ 07</u>

HỢP ĐỒNG SỐ: ……/…/T-N2/….-………

MẪU BIÊN BẢN –FAT/INSPECTION (Nếu có)

Địa điểm. . . . . *Ngày*. . . . .

VIETSOVPETRO, Sau đậy gọi là người mua, và :

___________________________, Sau đậy gọi là người bán,

Lập biên bản này xác nhận rằng:

Công việc FAT được tiến hành tại ……..Phù hợp với quy định tại điều … của hợp đồng No. ___ ký ngày ………/……/20… đáp ứng yêu cầu của người mua.

Người bán xác nhận rằng thiết bị được sản xuất, chế tạo và thử Test tại nhà máy ….. phù hợp với tiêu chuẩn quốc tế và yêu cầu kỹ thuật theo quy định của hợp đồng No…………..

Người bán bảo đảm rằng biên bản này HÀNG HÓA sẽ được cung cấp phù hợp với yêu cầu kỹ thuật và điều kiện của hợp đồng nêu trên.

Việc ký Biên bản này không giải phóng BÊN B khỏi nghĩa vụ và trách nhiệm của mình theo quy định của hợp đồng.

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

ĐẠI DIỆN BÊN A **ĐẠI DIỆN BÊN B**

PHỤ LỤC SỐ 08

HỢP ĐỒNG SỐ: ……/…/T-N2/….-………

FORM OF PRE-SHIPMENT INSPECTION PROTOCOL (Nếu có)

Place……………….. Date………………

_________hereinafter referred to as COMPANY, on one hand, and ______________________

hereinafter referred to as CONTRACTOR, on the other hand has drawn up this document to certify that:

The pre-shipment inspection works have been carried out in accordance with Article__ of Contract No. ____________dated_________to the satisfaction of COMPANY:

- Visual checks of GOODS under final assembly at Fabrication yard(s) and verification of mechanical completion of GOODS against Specifications.
- Carry out the inspection/ testing of the GOODS
- Review of the Manufacturers' certificates including testing certificates, records, reports, datasheets of GOODS

CONTRACTOR confirmed that all GOODS are well manufactured, fabricated, tested and in accordance with international Standards and Technical Requirement provided for in the SPECIFICATIONS.

CONTRACTOR also guarantees that all GOODS will be supplied fully in accordance with the requirements and conditions said at CONTRACT.

However, siging of this Certificate does not release CONTRACTOR from his guarantee Responsible as stipulated in the CONTRACT.

On the behalf of VIETSOVPETRO **On the behalf of ……**

PHỤ LỤC SỐ 09

HỢP ĐỒNG SỐ: ……/…/T-N2/…-………

DANH MỤC CÁC THIẾT BỊ CHÍNH

No	DANH MỤC
1	……………………
2	………………………
3	…………………….
4	…………………….
5	……………………
6	…………………….

PHỤ LỤC SỐ 10

HỢP ĐỒNG SỐ: ……/…/T-N2/…-………

MẪU BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20…

TO: __________ *[name of the Employer]*
(Hereinafter referred to as the "Employer")

Liên quan tới Hợp đồng _______ về việc ______ (sau đây được gọi là "Hợp đồng") được ký giữa __________ (sau đây gọi là "BÊN ĐƯỢC BẢO LÃNH") và _______ (sau đây gọi là "BÊN THỤ HƯỞNG"), chúng tôi, ________ có trụ sở chính tại ____ (sau đây gọi là "BÊN BẢO LÃNH") phát hành Thư bảo lãnh không hủy ngang và vô điều kiện cho bên thụ hưởng với số tiền là ________ (Bằng chữ: ________) (sau đây gọi là "THƯ BẢO LÃNH").
*With reference to Contract No. _________ entitled __________ (hereinafter referred to as "the Contract") entered into on the __________ by and between _________, having address at __________ (hereinafter referred to as "APPLICANT") and ______________, we, _________, having registered office at _____ (hereinafter referred to as "GUARANTOR") hereby open in the favor of _______ (*Hereinafter referred to as the "*BENEFICIARY") an unconditional and irrevocable bank guarantee for the amount of _____ (In words: ______) (hereinafter referred to as "GUARANTEE").*

THƯ BẢO LÃNH này có hiệu lực kể từ ngày phát hành và sẽ duy trì hiệu lực cho đến _______ sau đây gọi là "Ngày hết hiệu lực". Đối với bất cứ sự gia hạn, đổi mới hoặc chuyển nhượng Hợp đồng vượt quá thời gian được quy định trong THƯ BẢO LÃNH này, BÊN THỤ HƯỞNG sẽ không cần phải thông báo hoặc được sự đồng thuận của BÊN BẢO LÃNH. THƯ BẢO LÃNH này sẽ được gia hạn dựa trên yêu cầu bằng văn bản từ BÊN ĐƯỢC BẢO LÃNH để đảm bảo cho thời gian gia hạn, đổi mới hoặc chuyển nhượng của Hợp đồng.
This GUARANTEE is effective from the issuance date and shall remain valid, binding and in force until _______, hereinafter referred to as "the ***Expiry Date****". For any extensions, renewals, or assignments of the Contract beyond the time stated in this GUARANTEE, BENEFICIARY shall not be required to give notice to nor obtain the consent of GUARANTOR. This GUARANTEE would be extended upon written request of APPLICANT to cover the extension, renewal or assignment periods.*

BÊN BẢO LÃNH cam kết **không hủy ngang và vô điều kiện** thanh toán ngay cho BÊN THỤ HƯỞNG một khoản tiền hay những khoản tiền, theo chỉ thị của BÊN THỤ HƯỞNG, tổng không vượt quá số tiền bảo lãnh nêu trên trong vòng 05 ngày làm việc kể từ ngày nhận được văn bản yêu cầu của BÊN THỤ HƯỞNG ghi rõ BÊN ĐƯỢC BẢO LÃNH đã vi phạm nghĩa vụ theo Hợp đồng.
GUARANTOR hereby ***unconditionally and irrevocably*** *guarantees to promptly pay BENEFICIARY an amount or amounts, specified by BENEFICIARY, up to the amount stated above, within 05 working days upon our receipt of BENEFICIARY's written demand stating that APPLICANT has failed to fulfill its performance obligation(s) under the Contract.*

Sau Ngày hết hiệu lực, THƯ BẢO LÃNH này sẽ tự động không còn giá trị cho dù bản gốc THƯ BẢO LÃNH và các Thư sửa đổi liên quan (nếu có) có được gửi trả lại BÊN BẢO LÃNH hay không.
After the Expiry date, this GUARANTEE shall automatically become null and void, whatsoever and irrespective of whether this GUARANTEE is returned to GUARANTOR or not.

Số tiền bảo lãnh nêu trên sẽ được thanh toán ngay bởi BÊN BẢO LÃNH cho BÊN THỤ HƯỞNG cho dù có sự tranh cãi hoặc phản đối nào của BÊN ĐƯỢC BẢO LÃNH hoặc của BÊN BẢO LÃNH hoặc của bất kì bên thứ ba nào khác, và bất kể có hay không sự tranh chấp giữa BÊN ĐƯỢC BẢO LÃNH và BÊN THỤ HƯỞNG về hoặc liên quan tới Hợp đồng hoặc về bất cứ vấn đề khác và cho dù những tranh chấp này, nếu có, đã được giải quyết, dàn xếp, kiện tụng hoặc phân xử bằng bất kỳ hình thức nào.
The said guarantee amount shall be paid by GUARANTOR forthwith to BENEFICIARY notwithstanding any contestation or protest by APPLICANT or by GUARANTOR or by any third party, and irrespective of whether or not there is any dispute between APPLICANT and BENEFICIARY in respect of or relating to the Contract or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

BÊN BẢO LÃNH hoặc BÊN ĐƯỢC BẢO LÃNH sẽ không được giải trừ bất cứ nghĩa vụ nào theo THƯ BẢO LÃNH này cho dù có bất cứ sự sửa đổi, thay đổi, thanh toán sai lệch, gia hạn nào liên quan tới Hợp đồng hay bất kỳ sự trì hoãn ân hạn nào của BÊN THỤ HƯỞNG trong hoặc liên quan đến bất cứ vấn đề gì của Hợp đồng.
Neither alteration, variation, incorrect payment, extension in terms of the Contract nor any forbearance of forgiveness in or in respect of any matter or thing concerning the Contract on the part of BENEFICIARY shall in any way release GUARANTOR or APPLICANT or from any liabilities under this GUARANTEE.

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

Thư bảo lãnh được điều chỉnh và giải thích theo pháp luật Việt Nam. Bất kỳ tranh chấp nào phát sinh từ hoặc liên quan đến Thư bảo lãnh sẽ [do Tòa án nhân dân có thẩm quyền của Việt Nam giải quyết theo quy định của pháp luật] / [sẽ được giải quyết tại Trung tâm Trọng tài quốc tế Việt Nam (VIAC) bên cạnh Phòng Thương mại và Công nghiệp Việt Nam theo quy tắc tố tụng trọng tài của VIAC].
The Guarantee shall be governed by and construed in accordance with the laws of Vietnam. Any dispute arising out of or relating to this Guarantee shall be submitted to [the jurisdiction of competent People's Court of Vietnam in accordance with the governing law] / [arbitration by the Vietnam Arbitration Center international (VIAC) at the Vietnam Chamber of Commerce and Industry in accordance with its rules of arbitration].

THƯ BẢO LÃNH này được phát hành duy nhất 01 (một) bản song ngữ (tiếng Việt và tiếng Anh) và không được phép chuyển nhượng. Trường hợp có sự khác nhau về cách hiểu giữa nội dung tiếng Việt và tiếng Anh thì nội dung tiếng Việt là căn cứ pháp lý.
This GUARANTEE is issued solely in 01 (one) bilingual original (Vietnamese and English) and is not transferrable. Should there be any inconsistence between the two languages of this GUARANTEE, the Vietnamese content shall prevail and be final.

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

PHỤ LỤC SỐ 11 (A)

MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: Liên doanh Việt-Nga Vietsovpetro/Nhà thầu.
(ghi địa chỉ số Fax của Bên giao dịch)
Người nhận: **Họ và Tên + Chức danh của Lãnh đạo VSP ký hợp đồng**
Sao gửi: **Lãnh đạo Phòng Thương mại VSP**

Email: (*Người thực hiện ghi địa chỉ Email của phó phòng TM phụ trách và người thực hiện Hợp đồng)*

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

ĐẠI DIỆN BÊN ….

(Ký tên và đóng dấu)

PHỤ LỤC SỐ 11 (B)

MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: Liên doanh Việt-Nga Vietsovpetro/Nhà thầu.
(ghi địa chỉ số Fax của Bên giao dịch)
Người nhận: Phòng Thương mại VSP/ XN Dịch vụ Cảng và CUVTTB/ Đơn vị thực hiện dịch vụ/xây lắp.
Email: *(Người thực hiện ghi địa chỉ Email của phó phòng TM phụ trách và người thực hiện Hợp đồng)*

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

ĐẠI DIỆN BÊN ….

(Ký tên và đóng dấu)

Form No. 20

FORM OF PERFORMANCE BOND

_______, day ___ month ___ year ____

TO: __________ *[name of the Employer]*
(Hereinafter referred to as the "Employer")

Liên quan tới Hợp đồng _______ về việc ______ (sau đây được gọi là "Hợp đồng") được ký giữa __________ (sau đây gọi là "BÊN ĐƯỢC BẢO LÃNH") và _______ (sau đây gọi là "BÊN THỤ HƯỞNG"), chúng tôi, ________ có trụ sở chính tại ____ (sau đây gọi là "BÊN BẢO LÃNH") phát hành Thư bảo lãnh không hủy ngang và vô điều kiện cho bên thụ hưởng với số tiền là ________ (Bằng chữ: ________) (sau đây gọi là "THƯ BẢO LÃNH").
*With reference to Contract No. _________ entitled __________ (hereinafter referred to as "the Contract") entered into on the __________ by and between _________, having address at __________ (hereinafter referred to as "APPLICANT") and ______________, we, _________, having registered office at _____ (hereinafter referred to as "GUARANTOR") hereby open in the favor of _______ (*Hereinafter referred to as the "*BENEFICIARY") an unconditional and irrevocable bank guarantee for the amount of _____ (In words: ______) (hereinafter referred to as "GUARANTEE").*

THƯ BẢO LÃNH này có hiệu lực kể từ ngày phát hành và sẽ duy trì hiệu lực cho đến _______ sau đây gọi là "Ngày hết hiệu lực". Đối với bất cứ sự gia hạn, đổi mới hoặc chuyển nhượng Hợp đồng vượt quá thời gian được quy định trong THƯ BẢO LÃNH này, BÊN THỤ HƯỞNG sẽ không cần phải thông báo hoặc được sự đồng thuận của BÊN BẢO LÃNH. THƯ BẢO LÃNH này sẽ được gia hạn dựa trên yêu cầu bằng văn bản từ BÊN ĐƯỢC BẢO LÃNH để đảm bảo cho thời gian gia hạn, đổi mới hoặc chuyển nhượng của Hợp đồng.
*This GUARANTEE is effective from the issuance date and shall remain valid, binding and in force until _______, hereinafter referred to as "the **Expiry Date**". For any extensions, renewals, or assignments of the Contract beyond the time stated in this GUARANTEE, BENEFICIARY shall not be required to give notice to nor obtain the consent of GUARANTOR. This GUARANTEE would be extended upon written request of APPLICANT to cover the extension, renewal or assignment periods.*

BÊN BẢO LÃNH cam kết **không hủy ngang và vô điều kiện** thanh toán ngay cho BÊN THỤ HƯỞNG một khoản tiền hay những khoản tiền, theo chỉ thị của BÊN THỤ HƯỞNG, tổng không vượt quá số tiền bảo lãnh nêu trên trong vòng 05 ngày làm việc kể từ ngày nhận được văn bản yêu cầu của BÊN THỤ HƯỞNG ghi rõ BÊN ĐƯỢC BẢO LÃNH đã vi phạm nghĩa vụ theo Hợp đồng.
*GUARANTOR hereby **unconditionally and irrevocably** guarantees to promptly pay BENEFICIARY an amount or amounts, specified by BENEFICIARY, up to the amount stated above, within 05 working days upon our receipt of BENEFICIARY's written demand stating that APPLICANT has failed to fulfill its performance obligation(s) under the Contract.*

Sau Ngày hết hiệu lực, THƯ BẢO LÃNH này sẽ tự động không còn giá trị cho dù bản gốc THƯ BẢO LÃNH và các Thư sửa đổi liên quan (nếu có) có được gửi trả lại BÊN BẢO LÃNH hay không.
After the Expiry date, this GUARANTEE shall automatically become null and void, whatsoever and irrespective of whether this GUARANTEE is returned to GUARANTOR or not.

Số tiền bảo lãnh nêu trên sẽ được thanh toán ngay bởi BÊN BẢO LÃNH cho BÊN THỤ HƯỞNG cho dù có sự tranh cãi hoặc phản đối nào của BÊN ĐƯỢC BẢO LÃNH hoặc của BÊN BẢO LÃNH hoặc của bất kì bên thứ ba nào khác, và bất kể có hay không sự tranh chấp giữa BÊN ĐƯỢC BẢO

LÃNH và BÊN THỤ HƯỞNG về hoặc liên quan tới Hợp đồng hoặc về bất cứ vấn đề khác và cho dù những tranh chấp này, nếu có, đã được giải quyết, dàn xếp, kiện tụng hoặc phân xử bằng bất kỳ hình thức nào.
The said guarantee amount shall be paid by GUARANTOR forthwith to BENEFICIARY notwithstanding any contestation or protest by APPLICANT or by GUARANTOR or by any third party, and irrespective of whether or not there is any dispute between APPLICANT and BENEFICIARY in respect of or relating to the Contract or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

BÊN BẢO LÃNH hoặc BÊN ĐƯỢC BẢO LÃNH sẽ không được giải trừ bất cứ nghĩa vụ nào theo THƯ BẢO LÃNH này cho dù có bất cứ sự sửa đổi, thay đổi, thanh toán sai lệch, gia hạn nào liên quan tới Hợp đồng hay bất kỳ sự trì hoãn ân hạn nào của BÊN THỤ HƯỞNG trong hoặc liên quan đến bất cứ vấn đề gì của Hợp đồng.
Neither alteration, variation, incorrect payment, extension in terms of the Contract nor any forbearance of forgiveness in or in respect of any matter or thing concerning the Contract on the part of BENEFICIARY shall in any way release GUARANTOR or APPLICANT or from any liabilities under this GUARANTEE.

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

Thư bảo lãnh được điều chỉnh và giải thích theo pháp luật Việt Nam. Bất kỳ tranh chấp nào phát sinh từ hoặc liên quan đến Thư bảo lãnh sẽ [do Tòa án nhân dân có thẩm quyền của Việt Nam giải quyết theo quy định của pháp luật] / [sẽ được giải quyết tại Trung tâm Trọng tài quốc tế Việt Nam (VIAC) bên cạnh Phòng Thương mại và Công nghiệp Việt Nam theo quy tắc tố tụng trọng tài của VIAC].
The Guarantee shall be governed by and construed in accordance with the laws of Vietnam. Any dispute arising out of or relating to this Guarantee shall be submitted to [the jurisdiction of competent People's Court of Vietnam in accordance with the governing law] / [arbitration by the Vietnam Arbitration Center international (VIAC) at the Vietnam Chamber of Commerce and Industry in accordance with its rules of arbitration].

THƯ BẢO LÃNH này được phát hành duy nhất 01 (một) bản song ngữ (tiếng Việt và tiếng Anh) và không được phép chuyển nhượng. Trường hợp có sự khác nhau về cách hiểu giữa nội dung tiếng Việt và tiếng Anh thì nội dung tiếng Việt là căn cứ pháp lý.
This GUARANTEE is issued solely in 01 (one) bilingual original (Vietnamese and English) and is not transferrable. Should there be any inconsistence between the two languages of this GUARANTEE, the Vietnamese content shall prevail and be final.

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

PART 4. APPENDICES

This Chapter includes Scope of Supply, Technical requirements, Technical evaluation criteria and Other technical documents + link for reference (if any).

DANH MỤC- СПЕЦИФИКАЦИЯ

Tên hàng hóa/Dịch vụ - На приобретение товаров/услуг:
Модернизация системы управления газотурбинами Solar

STT П/п		Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	*(2)*	*(3)*	*(4)*	*(5)*	*(6)*	*(7)*
		Control system upgrade service for Solar Turbine generator to Turbotronic-6 (TT-6)		Lot	1,00	

TECHNICAL REQUIREMENT
FOR UPGRADE THE CONTROL SYSTEM FOR SOLAR GENERATOR TG#1 ON WIP2

1. PURPOSE OF USING THE SERVICE

The purpose of this document is to define the minimum requirements and as the guideline for the design, engineering, fabrication, programming, configuration, documentation, factory inspection, testing, delivery, hookup and commissioning to retrofit for existing Gas Turbine Generetor control system of TG # 1 on Water Injection Platform 2 (WIP30.000) of Vietsovpetro.

1.1. DEFINITION OF TERM

Within this document, the following definitions shall apply:

COMPANY	VIETSOVPETRO Joint Venture (VSP)
WIP1	Water Injection Platform 1 (WIP40.000)
WIP2	Water Injection Platform 2 (WIP30.000)
CONTRACTOR	The party, who is the successful bidder
BIDDER	The party is responsible for the design, manufacture, testing, load-out/shipping and commissioning of the packages.
Sub-BIDDER	The person, group or organization who may be employed by the BIDDER to provide services for manufacture, testing and load-out/shipping of the Equipment or to provide materials, subcomponents and sub-assemblies for incorporation in the Equipment packages.
Third-Party	An Independent 3rd. Party Certifying Authority appointed by the COMPANY for certifying packages from design review to

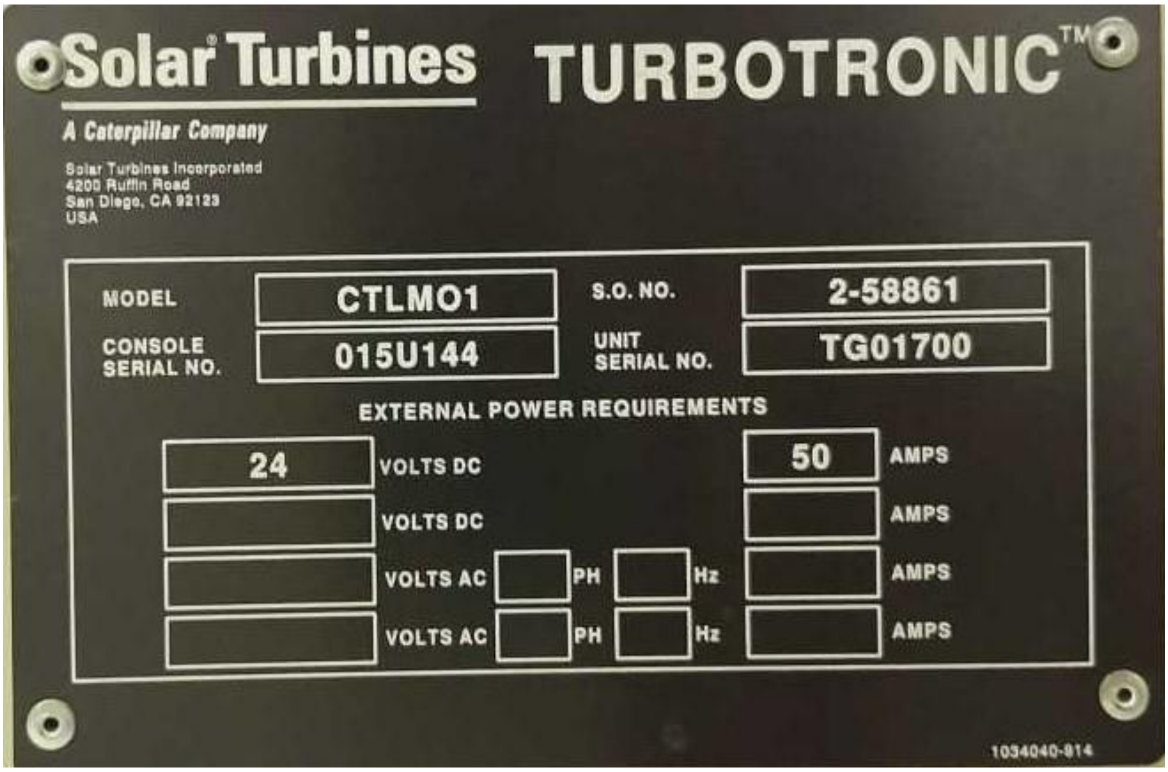
construction & commissioning and start-up in accordance with specified code, standard, and specification.

Shall	Shall is an absolute requirement that shall be followed strictly in order to conform with the specification.
Should	Should is a recommendation. Alternative solutions having the same functionality and quality are acceptable.
May	May indicates a course of action that is permissible within the limits of the specification (permission).

1.2. PROJECT INTRODUCTION

WATER INJECTION PLATFORM 2 (WIP30.000)

- The Water Injection Platform 2 (WIP2) offshore platform is located at White Tiger Oil Field at Block 09-1, approximately 145 km Southeast of Ho Chi Minh City, offshore of the Socialist Republic of Vietnam.
- The Solar Turbine Taurus 60 located in the WIP2 platform are four Taurus 60 Units (TG-1/2/3/4) driving the generator Ideal Sab built in 2003 and play a important role for platform operation and supply for Water Injection Platform 1 (WIP1) maximum 3.000 kW and synchronize with the net White Tiger Field.
- The nameplate below shows the information of existing TT3 MX Solar Gas Turbine Generator Control System:



- The existing PLC logic controller of the Solar Gas Turbine Generator was outdated and reached the end of its life end. So its controller needs to upgrade to ensure reliable and safe operation of the Gas Turbine Generator system.

EXISTING GAS TURBINE GENERATOR CONTROL SYSTEM

- The existing architecture control of the Gas Turbine Generator of WIP2 as bellow:

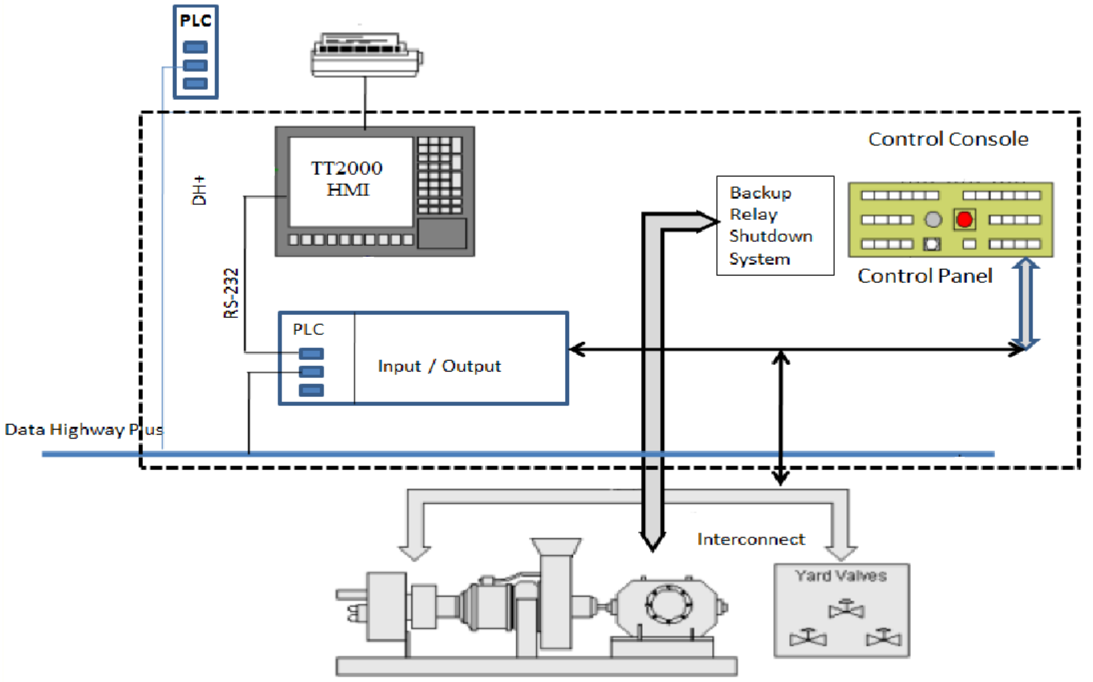
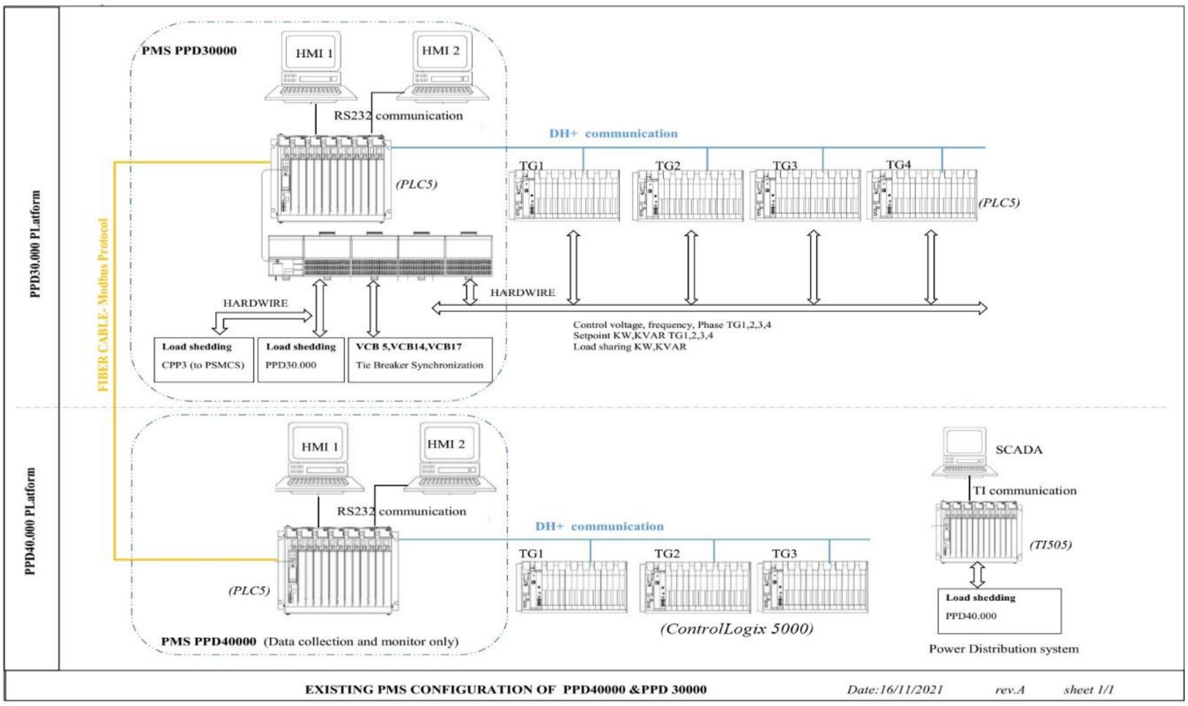


Figure 2-Existing TT2/TT2000 Basis control system Architecture

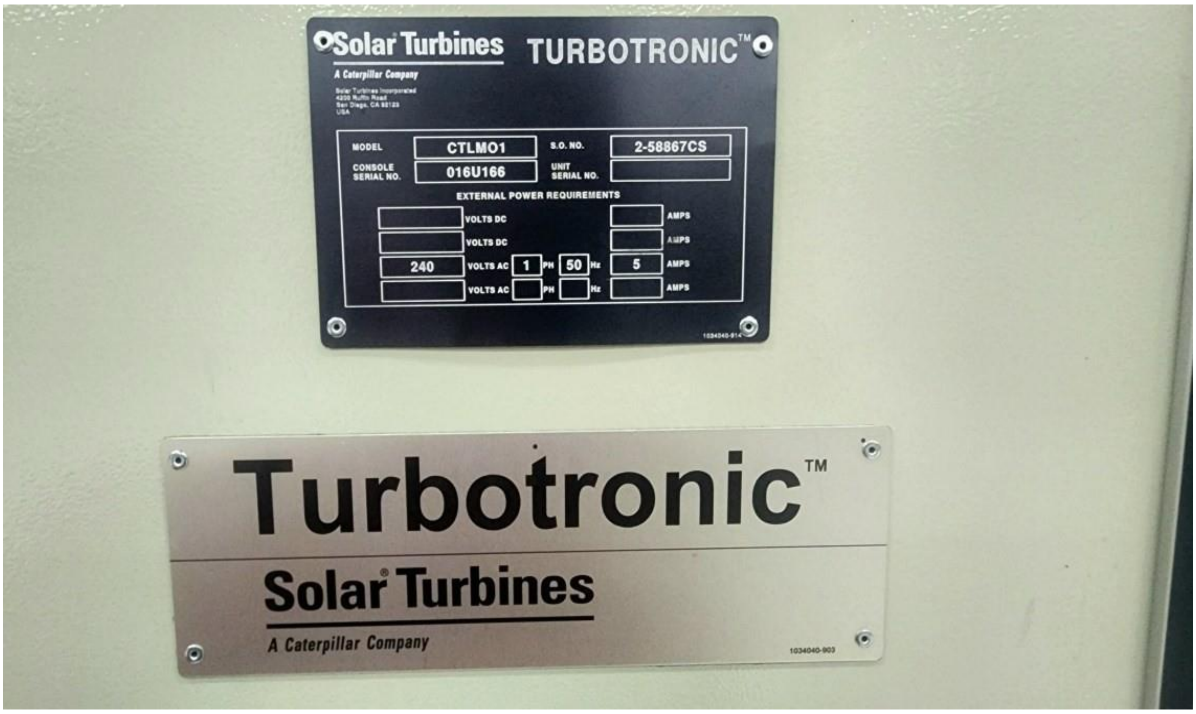
Specification of the existing control system.

- The Solar Turbotronic currently installed at CR on WIP2 is herein:
  - Turbotronic 3 MX, PLC5 control processor and 1771/2201 I/O on the main chassis
  - Vibration system: Bently Nevada 2201 Main vibration chassis module I/O configuration
  - The Communication network is through a DH+ gateway
  - Fire & Gas system: Quantum Suppression System.
  - Fuel system: Dual fuel system
  - The HMI Version TT2000
  - The Start system is: ELECTRIC DIRECT AC START SYSTEM (VFD)
- Input & Output count table existing: The input & out signal of the existing control system is described in detail in the document project (58861-149480 SCHEMATIC IDA).

- INTEGRATION INTERFACE BETWEEN SOLAR TURBINE CONTROL AND POWER MANAGEMENT SYSTEM (PMS).



- The Nameplate of existing Power Management System (PMS):



- When the Off/Local/Remote selector switch is set to **Local**, the voltage and speed adjustment knobs can be set to either **Droop** or **Isoch** mode. The generators operating on the PPD30.000 platform will perform load sharing via the load sharing module in the **TCP panel**.
- When the Off/Local/Remote selector switch is set to **Remote**, the voltage and speed adjustment knobs will automatically return to the **Droop**

position. The generators operating on the WIP2 platform will perform load sharing via the load sharing module in the **PMS**.

- The **TCP panel** will communicate with the **PMS panel** via the **DH+ communication network**, using signals as defined in **Appendix 1** attached.

- PMS : Power Management System (PMS)

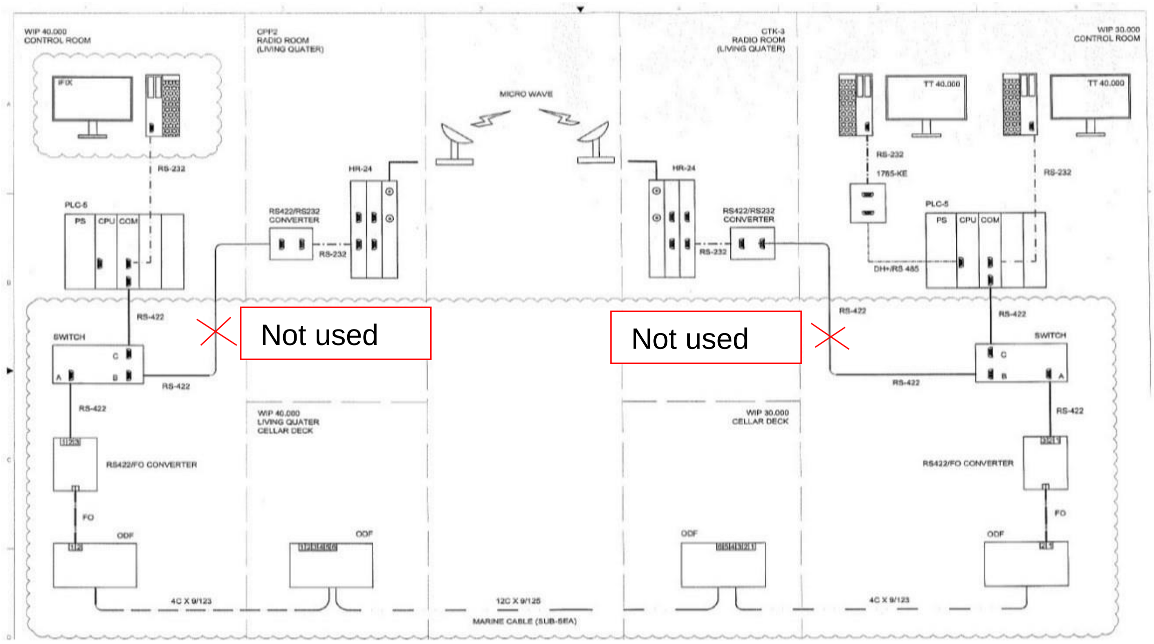
The Station Control Console (SCC) is designed to monitor the load of multiple generator sets. The SCC is a microprocessor-based control system that is capable of generating the electronic control signals necessary for generator load shed control and operation. The Programmable Logic Controller (PLC), modules, and peripherals of the control system are mounted inside the SCC. The SCC is part of a Power Management System (PMS). The PMS monitors and controls the generation and associated system distribution of electrical power. The PMS includes some or all of the following features:

- LoadShedding System (LSS) an control process and continuous monitoring of the total spinning reserve. Implements corrective action by opening circuit breakers for defined loads if the spinning reserve falls below preset values or demandexceeds the total capacity of power to be generated. LSS systems are commonly used when a plant is running in island mode and cannot tie to a utility;
- Display and monitoring- an illustrated line diagram of the complete electrical system. The diagram also includes the various generation systems, distribution buses, and all associated loads. The line diagram is shown on the video display computer. Power generation and load data are also provided for the operator's use;
- Central station control an ability, depending on station specific requirements, for generators to be started/stopped, breakers to be opened/closed, and loads shared/shed from the SCC;
- Load sharing control an process for multiple generation systems to be proportionately loaded to prevent one generation system from being fully loaded and the remaining systems from being under loaded. Load sharing control is primary used at the unit level, when load sharing lines are connected and operating in Isochronous mode. If generation systems are separated by long distances, the PMS will take control of the load sharing between the generation systems;
- System synchronization- a system for different buses, powered from different sources, to be synchronized by frequency and voltage for closure of tie or feeder breakers. On complex distribution systems, several buses with different voltages may exist. Each bus may have its own tie and feeder breakers. Each power source will require system synchronization prior to breaker closure;
- Ancillary control- a control for secondary systems such as fuel gas compressors, scrubbers, diesel pumps, and almost any other system that is part of the power generation facility.

The SCS includes the following major components:

- Station Control Console
- Station Control Panel
- Disp lay Mon it ors
- Industrial Computers
- Water Injection Platform Console
- CPP-2 Platform Consol

The Water Injection Platform 1 (WIP1) contains a sloped station control console and a one-bay control console. The WIP1 control console contains all the operator control features for the PMS. The existing CPP-2 Platform contains a control console that serves primarily as the data acquisition and exchange processor. The Programmable Logic Controller (PLC) on the CPP-2 Platform control console receives pertinent data from the three gas turbine generators using a DH+ communication link and from a synchronization panel using a hardwired connection. This information is processed and transmitted to the WIP2 Platform control console PLC using Modbus protocol over a microwave communication link and a fiber optics communication link. The WIP1 Platform control console PLC receives pertinent data from the four gas turbine generators using a DH+ communication link. It also receives data from the existing CPP-2 Platform control console using Modbus protocol over a microwave communication link and a fiber optics communication link. This information is processed and used in the monitoring and load sharing of the gas turbine generators and shedding of the load breakers. In addition, the PMS allows for auto synchronizing of the three bus tie breakers (VCB-14, VCB-17 and VCB-5) so that the WIP1 Platform can be configured to operate by itself in a split or common bus configuration, or operate in conjunction with the existing CPP-2 Platform. For the PMS to perform tie breaker synchronization properly, the individual gas turbine generators on the WIP platform must be placed in REMOTE operation by using the unit OFF/LOCAL/REMOTE Keyswitch, located at each Unit Control Console (UCC). The PMS will initiate an alarm if the gas turbine generators on the WIP1 Platform are not in REMOTE operation when the PMS is trying to synchronize the tie breakers.



- The control system upgrades are designed to enhance the overall safety of the turbomachinery package by upgrading the identified systems to meet current new production standards O.E.M. The hardware and software components of the existing control system are obsoleted, out of production and no longer supported by the manufacturer resulting in unplanned downtime and extended periods of system troubleshooting.

2. GENERAL REQUIREMENTS FOR SERVICE

2.1. PROJECT EXECUTION PLAN

- BIDDER shall complete the scope of the project no later than 180 calendar days for 01 set, after receipt of Purchase Order or L.O.A. Bidder should be recommended to visit WIP30.000 for site survey within the bidding phase if necessary, and the site survey report shall attach bidder's document (VSP. shall have a final decision: time, personnel for Bidder survey but maximum 02 specialists in 03 days).
- BIDDER shall provide detailed project timeline during kickoff meeting targeting a schedule for this project from receipt of Purchase Order. Project kick-off meeting within 30 days of an issue for Purchase order or L.O.A. The site survey could be done again prior to the system design phase to get latest system information (Survey manpower: 02 specialists relate to control & mechanical, time survey in 6 days at WIP2 with detail information of existing system: technical document, layout, dimension, power feeder, programming software backup, cable routing, cable schedule, cable tray, etc.,). And the site survey shall be done again if any doubts about the existing system have not been clarified.
- BIDDER to collect all data required for the project from Company within 30 days of Purchase order. Include document, drawing, any change, clarify, suggestions are carefully scrutinized to verify how the upgrade will be performed, and recommend the minimum required amount of modifications. All the document transmittal through a single nodal person and in PDF format.

- The system design and functional details etc. shall be approved by Company before proceeding with the fabrication work.
- BIDDER shall provide training for COMPANY's engineers, operators, and technicians for familiarization of the GAS TURBINE GENERATOR CONTROL SYSTEM at site after S.A.T.
- BIDDER shall arrange VSP.'s representatives to come to (FAT) Factory Acceptance Test at BIDDER's workshop according to the project progress.
- Upon completion of F.A.T, the BIDDER shall provide a copy of P.I.D., electrical Loop Schematic, Logic/Program/Procedure, dimension, weight, test material certificate, internal test, checklist, test record from F.A.T.'s document to Company.
- Post F.A.T. the new control systems sets and upgrade package (Unit Control Panel, Gas fuel system and Gas fuel filter, Liquid fuel system, Vibration monitoring, Fire & Gas detection system, VFD (only) for Starting system, Materials, piping fitting & accessories for installation of package, Startup commission spare set and spare part for commissioning and Special tool & tools for installation) shall be delivered to the Company base. BIDDER shall visit WIP2 for verification, correctness, and healthiness checking of the supplied system before shutdown machine period.
- BIDDER shall be mobilized before the shutdown machine period to carry out pre-shutdown activities with all necessary tools and equipment. The system shall be commissioned during shutdown machine period (estimated maximum in 45 days for 01 set), which shall include supervise dismantling of old system and installation, commissioning, loop checking and start-up of the new system.
- After commissioning, the system shall be under observation for a period of one month of trouble-free operation for S.A.T. and Performance monitoring.
- Upon completion of S.A.T./Project, BIDDER shall provide to the Company all backup programs, customized function block libraries, username & password for system access/download/upload, license key (Software controller: RSLogix Link, GuardLogix) BIDDER documents as required. The document shall provide an "as-built" version both PDF, and hardcopy.

2.2. YEAR OF PRODUCTION:

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

2.3. WARRANTY REQUIREMENTS

- BIDDER shall be fully responsible for the manufacturer with respect to proper design, quality, workmanship, and operation of all the equipment, accessories etc. including supplied by sub- BIDDER. This shall include both hardware and software.
- In case of failure of any parts during the warranty period, the warranty of the failed part shall be extended for the period of 12 months from the date of recovery.
- If poor performance occurs or defects are found during the warranty period, BIDDER shall make all necessary alternations, repairs, and replacements, including the shipment of parts and mobilization of assistance, free of charge.

- BIDDER shall be completely responsible for the quality of the system supplied and satisfactory performance for the period of 18 months from the date of sign delivery protocol or 12 months from the completion of the acceptance test on site.

3. ACTS, REGULATIONS, CODES, AND STANDARDS

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

3.1. VIETNAMESE GOVERNMENT REGULATIONS

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

3.2. INTERNATIONAL CODES AND STANDARDS

API (American Petroleum Institute)

APIMPMS	Manual of Petroleum Measurement Standards
API RP 551	Process Measurement Instrumentation
API RP 552	Transmission Systems
API RP 554	Process Instrumentation and Control
API STD 670	Machinery Protection Systems

I.E.C. (International Electrotechnical Commission)

IEC 60079-0	Explosive Atmospheres - Part 0: Equipment General Requirements
IEC 60079-1	Explosive Atmospheres - Part 1: Equipment Protection by Flameproof enclosures "d"
IEC 60079-2	Explosive atmospheres - Part 2: Equipment protection by pressurized enclosure "p"
IEC 60079-7	Explosive Atmospheres - Part 7: Equipment Protection by Increased Safety 'e'
IEC 60079-10	Explosive Atmospheres - Part 10: Classification of areas
IEC 60079-11	Explosive Atmospheres - Part 11: Equipment Protection by Intrinsic Safety "i"
IEC 60079- 14	Electrical Installations Design, Selection and Erection
IEC 60529	Degrees of Protection Provided by Enclosures (I.P. Code)
IEC 60331	Tests for Electric Cables under Fire Conditions – Circuit Integrity

IEC 60332	Tests on Electric and Optical Fibre Cables under Fire Conditions
IEC 60381	Analogue signals for process control systems
IEC 60654	Industrial-process measurement and control equipment - Operating conditions
IEC 60617-12	Graphical Symbols for Diagrams
IEC 61000	Electromagnetic Compatibility
IEC 61131	Programmable Controllers
IEC 61508	Functional safety of Electrical/ Electronic Programmable Electronic Safety-related Systems
IEC 61511	Functional safety – Safety Instrumented Systems for the Process Industry Sector

I.S.A. (International Society For Measurement And Control)

ISA-S18.1	Annunciator Sequences and Specifications
I.S.A. RP-55.1	Hardware Testing of Digital Process Computers
I.S.A. RP-60.6	Nameplates, Labels, and tags for Control Centres
ISA RP-60.9	Electrical Guide for Control Centres
ISA 5.1	Instrument Symbols & Identification
ISA 5.5	Graphic Symbols for Process Displays
ISA 51.1	Process Instrumentation Terminology

3.3. PROJECT DOCUMENTS.

The following technical documentation of the existing system shall be considered by the BIDDER to implement the new GAS TURBINE GENERATOR CONTROL SYSTEM for TG:

Document No.	Description
58861-B149730	Logic Block
58861-A149538	Air Assist/Engine Drain Systems Schenmatic
58861-B149546	Direct AC Start System Schematic
58861-E149531	Lube oil system Schematic
58861-H149534	Dual Fuel System Schematic
58861-149692	Mechanical Installation
58861-149741	Logic – Software
58861-149480	Electrical schematic
58861-149481	Wiring Diagram
58861-149482	Inter-connection

3.4. UNITS OF MEASUREMENT

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

3.5. LANGUAGE

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

Font: Times New Roman

Size: 13

3.6. DRAWING

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

4. SERVICE WORKLOAD REQUIREMENTS

The BIDDER is required to provide a all-in service package according to the detailed scope of work as follows:

SCOPE OF WORK AND SUPPLY

The scope of supply and scope of work apply to the upgrade of the control system for gas turbine generators (TG #1) on the WIP2 platform of VSP.

- The BIDDER scope shall cover all: site survey, design, engineering, manufacture, assembly, integration, configuration, inspection, testing, material supply, F.A.T., shipment/delivery, installation and offshore commissioning, S.A.T., site training, handover of the GAS TURBINE GENERATOR CONTROL SYSTEM for TG inclusive of component selection of all required items for a complete operational gas turbine genarator. The final responsibility for ensuring that the final installed package works successfully rests solely with the BIDDER including successful integration and communication with the existing control system (Safety Systems, Process P.L.C. system, F&G, etc,.). The BIDDER shall comply with the existing philosophy for engineering, designing the new system and contemporary technology shall be applied.
- This document is the minimum requirement scope of the GAS TURBINE GENERATOR CONTROL SYSTEM but it does not relieve the BIDDER from his responsibilities for completeness of the system concerning the design, the reliability, and the safe operation of the supplied equipment. If required the BIDDER shall include additional items other than specified in Bill of material to provide a “complete working system”. Any omissions from the document shall not relieve BIDDER of his responsibility to provide a system complete with the requirement stated in this document.
- BIDDER scope shall include a detailed study of the existing system and relevant system. The specification of the proposed system shall meet all the functionality of the existing system and communicate smoothly to the remaining system. Any other missing item in the scope but it is necessary to fully function of GAS

TURBINE GENERATOR CONTROL SYSTEM shall be incorporated in the proposal and under BIDDER's scope.

- The BIDDER's scope of supply for 01 set TG shall include the following, at a minimum:

4.1. BIDDER shall supply 01 set new cabinets to replace the existing TG unit control panel (UCP) the supplied UCP monitors and controls the gas turbine, package, driven equipment and balance of plant systems, includes:

Turbotronic Control System housed in a Non-Explosion Proof free standing console:

- Allen-Bradley® GuardLogix® Processor and project software
- Flex™ 5000 I/O modules
- Ethernet IP Device Level Ring (DLR) communication network
- TurbotronicTM Gateway for insight connect
- Relay back-up safety shutdown system
- Turbine control panel with pushbuttons and indicator lights for the following functions: Start and stop commands, Engine start up and shutdown sequence, Acknowledge and reset alarms and shutdowns, Relay backup system status, Off/Local/Remote control mode key select, Emergency stop, Engine speed increase and decrease.

Generator Control Monitoring:

- CGCM
- Voltage Regulation
- Auto synchronization to a single bus
- Electric metering and manual synchronization panels
- Kilowatt (kW) import and export control
- Kilovolt-ampere reactive (kvar) and power factor (PF) control
- Auto start and synchronize generator

4.2. BIDDER shall supply a minimum 01 set of Package Device and instrumentation updates to take full advantages of latest control system, including:

- Engine backup over-speed module
- Package lube oil filter differential pressure transmitter
- Package lube oil tank and lube oil header pressure transmitters
- Generator lube oil low pressure shutdown transmitter
- Isothermal Plate for engine combustion (T5)
- Air inlet filter differential pressure transmitter
- RTD: 100 ohm platinum c/w thermo-well, Enclosure temperature RTD (01 pcs).

4.3. BIDDER shall supply of 01 set of Fire and Gas Detection System upgrade kit, includes as a minimum:

- Fire and Gas Control Panel for installation inside the control console: Det-Tronics Eagle Quantum Premier® (EQP) fire controller, Power Supply, I/O Modules.
- Fire Station Control: Fire System Auto/Inhibit Key Switch, Fire System Manual Release, Indicator Lights.
- Gas Detectors, M.I.R. Fire Detectors, Thermal Detectors, Fire Warning Horn/Strobe combination, Fire Warning Strobe.
- Hardware Installation Kit: Control wiring between detectors and package enclosure terminal junction box, Mounting hardware, brackets.

4.4. BIDDER shall supply 01 set of Gas Fuel systems including:

- 24V Gas Fuel Module
- Precision Engine Controls Corporation (PECC) Fuel Control Valve
- Torch ignitor and regulators system
- PCD monitoring and flameout detection system
- Pilot solenoid valves system
- Fuel shutoff and vent valves system
- Installation kits and miscellaneous devices
- Pilot Gas Module
- Gas Fuel Filter

4.5. BIDDER shall supply 01 set of Liquid Fuel systems including:

- 24 VDC Liquid Fuel Module
- Precision Engine Controls Corporation (PECC) Fuel Control Valve
- Pilot Gas Module
- Air Assist Module
- Installation kits and miscellaneous devices

4.6. BIDDER shall supply 01 new VFD of Start System including:

- Variable Frequency Drive (VFD) Controller
- Re update PLC for new VFD

4.7. BIDDER shall supply 01 set of vibration monitor upgrade kit, consists of Rockwell Dynamix Machinery Monitor, Power supply and Communication module.

4.8. BIDDER shall supply 01 set of unit human-machine interface, rack-mounted type integrated industrial computer and touch screen monitor, with a pullout drawer that houses a keyboard and mouse pointer. this hardware is mounted on the door of the new Solar Turbines Non-Explosion Proof control console.

4.9. BIDDER shall supply and engineer all communication hardware and software to interface communicate with the existing control network, the interface between Control Logix P.L.C. and the existing- remaining control system.

4.10. BIDDER shall supply 01 lot of spare parts for start-up, commissioning and a complete set of special tools required for lifting, removal, installation, and testing and maintenance purposes as manufacture recommendation.

4.11. BIDDER shall also quote for a list of two year's operational & maintenance spares part for 02 TG. This offer shall be part of bid document & shall be valid for 12 months from the date of successful S.A.T.

4.12. BIDDER shall provide system engineering and configuration service to meet the requirements described in the technical requirements, existing system configuration, and relevant standards. Includes system programming, required graphics, alarms, point, loop and logic configuration, reports, logs, systems peripherals and other needs as related implementing control strategies as existing configuration and requirements.

4.13. BIDDER shall provide interface with existing PMS and SCADA system: The BIDDER shall study based on design documents provided by VSP for existing PMS and SCADA system. BIDDER shall revise, propose reasonable solution to fix conflicts (if any) that may effect to interface with the existing PMS and SCADA system.

4.14. BIDDER shall provide the Factory Acceptance Test (F.A.T.) service, including the preparation and execution, for supplied systems at the BIDDER's fabrication facility.

4.15. BIDDER shall preparation, preservation, packing, and transportation of the supplied system package equipment to the Vietsovpetro Port or Tan Son Nhat Airport.

4.16. BIDDER shall provide pre-commissioning service at WIP2 offshore platform includes verification, correctness, and healthiness checking of the supplied system and components before the shutdown period.

4.17. BIDDER shall provide the installation supervision, commissioning and Site Acceptance Test services at WIP2 offshore platform within the unit shutdown period in maximum 45 days for 1 set TG, which shall include supervise dismantling of the old system and installation, commissioning, loop checking and start-up of the new supplied system. The upgrade system shall be complete in all respect as per scope of work & technical requirement within this period.

4.18. BIDDER shall provide technical assistance during the Performance Verification Period Test at WIP2 offshore platform after successful S.A.T. for a period of 03 days of trouble-free operation for 01 set TG.

4.19. BIDDER shall supply all drawings and documentation. This shall include all documents required for installation, commissioning, operations, and maintenance functions, all backup programs, customized function block libraries, username & password for system access/download/upload for the supplied system.

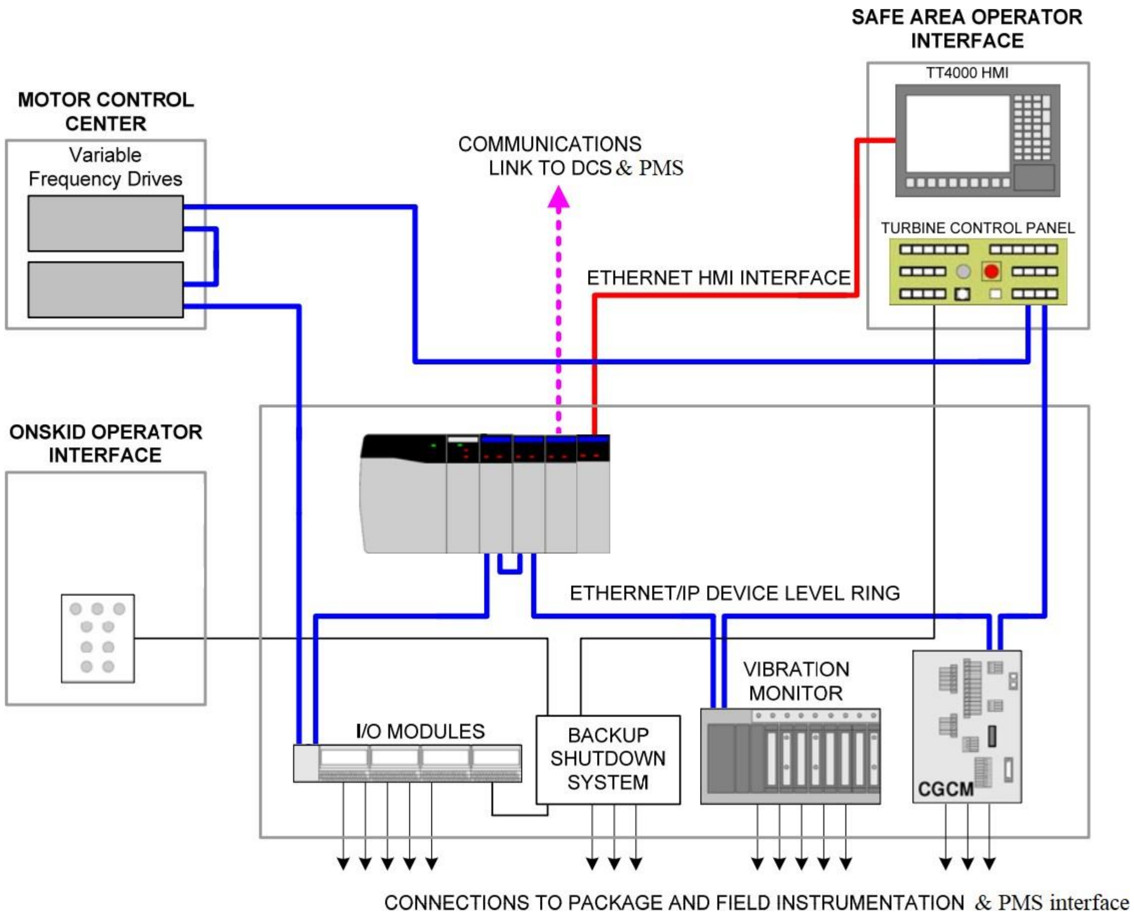
5. TECHNICAL REQUIREMENTS

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

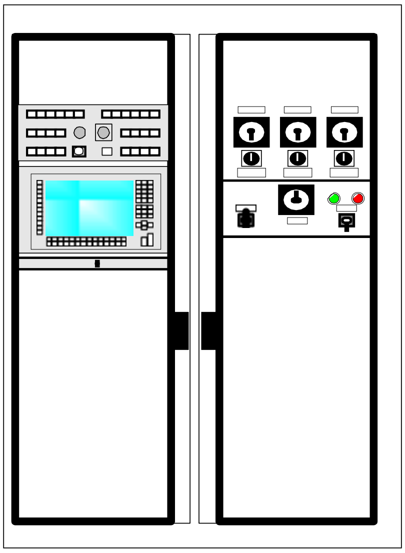
5.1. TECHNICAL REQUIREMENTS FOR HARDWARE

5.1.1 GENERAL UNIT CONTROL PANEL

- The new gas turbine controller and its redundancy concept achieve the highest possible system reliability and availability to ensure reliable and safe operation. The upgrade control system for TG shall base on the existing philosophy control system of the WIP2, upgrade the out-update items and has new architecture control system as below figure:



- The new cabinet for TG shall use the existing spacing, sizing: TG (WxDxH mm: 1448x787x2286) and The new Control System Turbotronic 6 must fit into the existing arrangement.



Off-skid 2-bay

- The new Gas Turbine Genarator Control System shall connect and control new VFD by Ethernet network.
- The new Gas Turbine Genarator Control System shall connect to Process PLC, SSD, PMS and Gas Turbine Genarator use hard-wired.
- The old cable from end devices to JB of Gas Turbine shall reuse, the new instruments shall have new cables, the existing J.B. of Gas Turbine Generator shall recommend reusing for bidder's advance but the new one shall be accepted. The BIDDER shall layout the new cabinet to reuse and fit to use the existing cable. The new cable if have and use the existing cable tray system first, otherwise will install a new cable tray.

UNIT CONTROL PANEL

- Processor: Allen-Bradley GuardLogix Processor utilizing GuardLogix® 5580. Windows based software programming and compliant with the IEC 61131-3 software-programming standard, communicating through Ethernet/I.P. architecture and with related input/output modules, Operator Interface Panel (O.I.T.). The PLC system design shall allow modification or adjustment by VSP, as long as protective parameters and related systems are not violated. No more black boxes are used and VSP. shall get a deeper insight into the machine. It is VSP's preference to have complete access to the PLC software, i.e. there should be no "locked blocks" in the PLC software whereas VSP cannot view or modify the control logic. In responding to this R.F.P. the Supplier should explain the level of access provided.
- Input/output (I/O) Modules: These are supplied as discrete (input, output, or both) or analog (input, output, or both) modules. Discrete inputs are typically used for alarms, shutdowns, and status indications. Analog inputs are used for scalable functions.
    - Discrete Input/output end device monitoring.
    - Discrete output control for solenoids.

- Analog input/output monitoring and control of end devices. A HART enabled module is a combined 8 channel HART enabled input module. In addition to providing all the functionality of a standard analog module, it enables the automatic configuration of the module. The additional data gathered from the end devices is focused on the health of the device.
- Temperature Modules. Temperature modules condition and transfer temperature data from package resistance temperature detectors (RTD) and thermocouples to the processor. 100- Ohm platinum RTDs are preferred. The temperature module has eight input channels.
- Speed Modules. Speed modules perform high-speed frequency algorithms. The frequency inputs can be up to 32,767 Hz. The speed module has two input channels, each of which can accept magnetic pickup signals from 500 mV to 28 V.A.C. peak

INTERFACE WITH THE EXISTING PMS AND SCADA SYSTEM:

- New control system shall have 02 DH+ way to communicate with the existing PMS and the existing DCS (SCADA).
- New control system shall have Ethernet/I.P to communicate with the future PMS.
- Interface hardwire signal with the existing PMS.

5.1.2 BACKUP SYSTEM

- In the event that primary control is lost, a separate backup shutdown system shuts the package down in a safe and orderly manner. The basic control system is equipped with an independent backup system that initiates emergency shutdown of the turbo-machinery and controls the post-lube cycle, if the primary processor fails. Critical input signals monitored independently by the backup system include the backup over-speed monitor, manual emergency stop switches (located at the console and turbine skid), the processor "watchdog" timer and the fire and gas system relay contacts. When activated by any of the above faults, the relay backup system initiates a safe shutdown of the turbine and driven equipment and sequences operation of the post-lube oil system.
- The backup control system is a combination of instantaneous and time delay relays. When a failure of the processor occurs, all discrete outputs are automatically switched off. The microprocessor fails relay is de-energized on a fault condition. A fault is initiated either by the internal processor "watchdog," by an external "watchdog" circuit, or by failure of the output module. The microprocessor fails relay contacts in the relay backup system initiate an emergency shutdown and isolate the driven equipment by transferring block valves or circuit breakers to their safe position.
- Once the shutdown is initiated by the backup system, operation can only be restored manually by a safety key switch lockout on the console front panel, after all faults have been cleared. This action re-energizes the master control relay and restores associated relays and timers to the normal position.

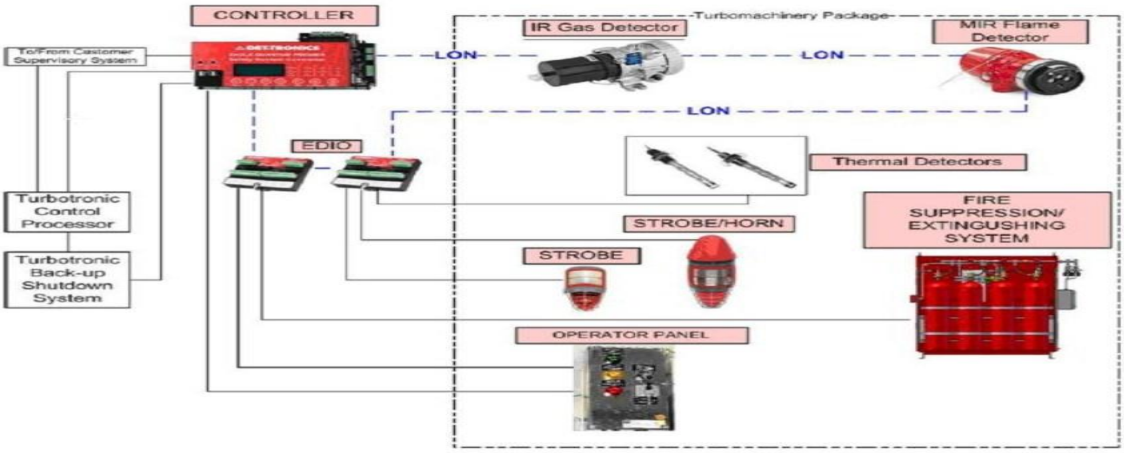
5.1.3 VIBRATION MONITORING

- Vibration monitoring Dynamix 1444 of the turbine and the driven equipment is provided by Rockwell Dynamix Machinery Monitor. The BIDDER shall only use a type that can connect/mix to sizing existing sensor of the old vibration system 2201 Bentley Nevada (all old sensors are reuse, cables and transducers shall replace) or approved equal.

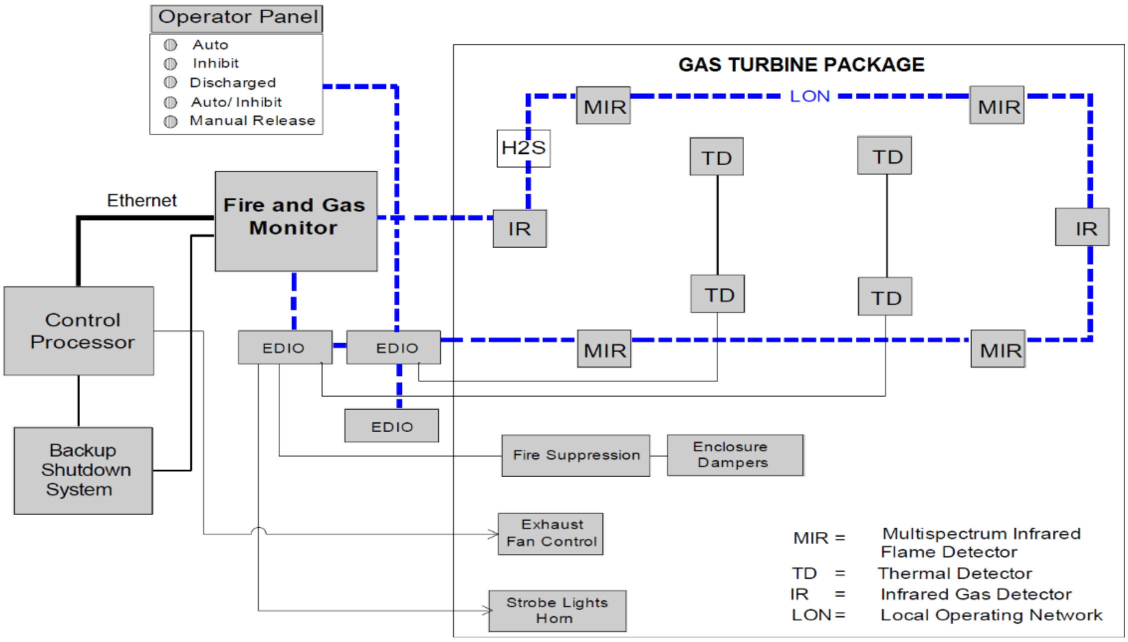
Typical Example of the Dynamix 1444 hardware

5.1.4 FIRE AND GAS SYSTEM

- A separate fire control system is required for enclosed packages (new cable, sensors, detectors, monitor, controller etc.,) and use the existing cable tray and ladder. The Eagle Quantum Premier system manufactured by Detector Electronics Corporation provides fire and gas detection and extinguishing agent release, using an advanced distributed architecture to monitor heat and optical flame detectors and gas sensors. This sensor information is then transmitted to the Eagle Quantum control unit to execute the fire suppression logic, control agent release, signaling, and annunciation outputs, and communicate with the control processor to initiate the turbine shutdown.
- The new Fire and Gas system has figure as below:



Typical example of the EQP Fire System



Typical Fire and gas system schematic

5.1.5 DISPLAY AND MONITORING SYSTEM:

- BIDDER is required to design look & feel for the operator with the latest version.
- The display and monitoring system configured with the Windows operating system, size 15” displays- Touchscreen, stores data, diagnostic and provides a range of control interface capabilities. It interfaces with, but is separate from, the package control system. This allows it to perform multiple tasks without interfering with the critical control and protection functions handled by the control processor.
- The software provides a window into the package control system. It displays package information for both the driver and the driven equipment. It stores operational data, alarms, first out alarms, shutdowns, and events, and permits varying levels of control.
- The software is flexible and expandable, and its design is consistent with current industry software standards. It runs under the Windows operating system. Historical data are readily viewable within the program. Also, files in comma separated value (CSV) format can be created for easy export to other programs such as Microsoft Excel.
- The software includes play back, typical screen, custom screen builder function that allows customizing screens to display data information, can select a set of parameters not appear on the same screen and displays them all on a single screen.
- Data storage and display: system provides extensive logging of data for a variety of uses and for past 12 months reads and stores. Data can be played back in strip chart format. It can be trended, analyzed online, or exported for off-line viewing. All logs are self-describing repositories, containing site information, tag information and the historical data. The data can be viewed online using the Historical Logs display. The information is collected in databases for online

viewing and analysis such as Hourly Log, 1-Minute Log, 10-Second Log, Trigger Log.

- Computer system: Intel core i5 (minimum, the latest genaration) 2.0GHz, 2GB AGB Video, 16G RAM, 1 TB hard drive, CD-RW, DVD, 10/100 ENET, 2 Ethernet ports, 2 serial ports, 6 USB ports, 1 DVI port, 2 PS2 ports, Windows 10 Operating System , 24 VDC Input. Or submit the configuration equal or better.Display: 15" T.F.T. Flat Panel, TouchScreen, 1024 x 768 resolution, 19-inch rack mounted drawer with keyboard and integrated mouse, 24 VDC Input.

5.1.6 TURBINE CONTROL

- The Gas Turbine Generator Control System provides extensive control and protection functions for the turbine package. Aspects of the turbine control are determined by the specific requirements of the existing Solar Taurus 60 (TG). The following information is applicable to a typical gas fuel package. The four primary functions provided by the control system are sequencing, control, protection, display.
- Sequencing: The key elements of the sequencing function are:
- Starting: The control system is armed by turning on the electrical power and, if necessary, resetting any alarms or shutdown malfunctions. The operating mode is selected, determining whether the system is controlled from the local or auxiliary panel. Under Solar's terminology, local is defined as where the control processor is. Thus, for onskid controls, the local panel is on the package skid; for offskid controls, local means the offskid control console.
- Start is initiated by the operator, and the following actions take place:
  - Lube oil pumps are run through a test cycle.
  - Package enclosure fans, if applicable, are started.
  - The starter rotates the engine and accelerates to purge speed.
  - A pressure test is performed on the fuel valves. The valves are opened and closed in sequence with the starting and stopping of timers, and the fuel pressure signals are verified.
  - After the completion of the purge cycle, the engine continues to accelerate. If it does not meet a preset speed within a specified time, the start sequence is aborted.
- When the engine has reached the required speed and temperature levels, ignition takes place. A small amount of fuel is introduced into the combustor from the gas torch and ignited by the igniter plug. Fuel from the fuel valve then enters the combustor through the injectors. The fuel valve gradually ramps open. If applicable, the inlet guide vane ramp open and the bleed valve gradually ramps closed. Fuel flow, engine temperature, and turbine speed all increase. If the engine temperature does not reach the light-off temperature set point before a specified time, ignition failure is annunciated, and the start sequence is aborted.

- When the turbine exceeds the starter speed, the clutch allows the starter to freewheel. When the turbine reaches starter dropout speed, the starter is de-energized and the engine continues to accelerate under its own power.
- Loading: The loading functions vary depending on the driven equipment. The two most common types of driven equipment are electrical.
- Loading the generator requires closing the generator circuit breaker. The circuit breaker can be closed to either a dead (de-energized) or hot (energized) bus. When the control system detects a dead bus, the circuit breaker may be closed manually. When the system detects a hot bus, the generator must be synchronized to the bus before the circuit breaker is closed. The control system can automatically synchronize the generator to the bus and close the breaker. On some systems, provision for manual synchronization is also included. Manual synchronization requires an offskid control system console or, for onskid controls, an auxiliary console with the generator control and metering panel.
- Stopping: The turbine may be shutdown either manually or automatically.
- Manual Stops:
- Activating the Normal Stop command results in a cooldown stop. The turbine is unloaded and the gas producer is run at idle speed for a set time to allow the turbine to cool before the fuel valve is closed. Activating the Emergency Stop command results in immediate unloading and fuel valve closure without a cooldown period. In both cases, after the package has come to a complete stop and a rundown timer has timed out, the post-lube cycle is started.
- Automatic Stops:
  - The control system automatically shuts the package down in response to specific hazardous or malfunction conditions. These shutdowns are divided into four categories:
  - Cooldown Stop Non lockout (CN)
  - Cooldown Stop Lockout (CL)
  - Fast Stop Non lockout (FN)
  - Fast Stop Lockout (FL)
- The Cooldown and Fast Stops correspond to the Manual Normal and Emergency Stops, respectively. The Lockout Stops inhibit operation of the control system, and the system cannot be restarted until the malfunction is reset. Lockout Stops generally result from more serious malfunctions that require corrective action before the system can be restarted. The Non lockout Stops typically result from an operation disruption or abnormal condition and can be reset when conditions return to normal.
- Post Lube: The control system initiates and supervises the post-lube cycle to protect the turbine bearings from thermal damage. The configuration of the pumps and the length of the post-lube cycle depend on the turbine type and package design.

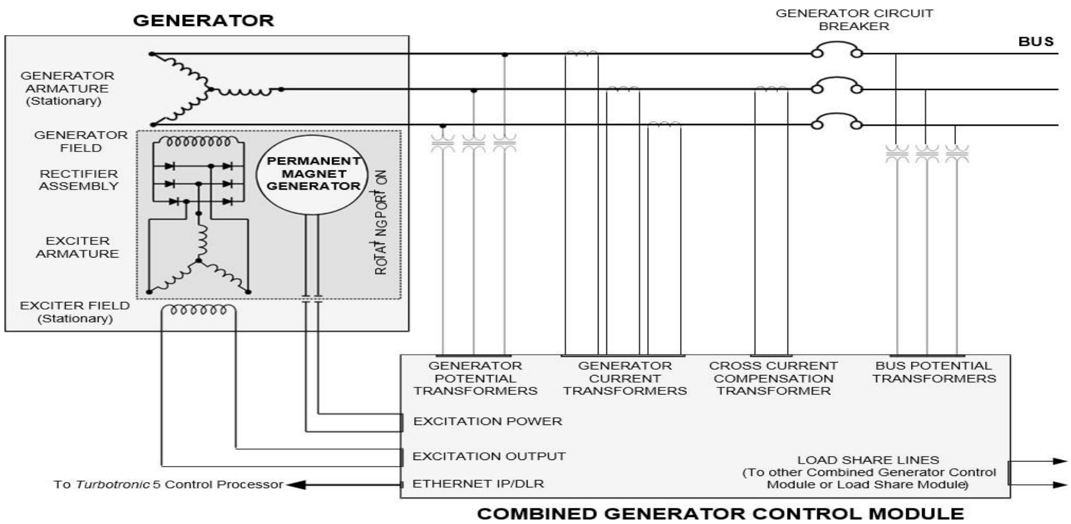
- Control: T5 control (the temperature at the third-stage nozzle is measured. Multiple T5 thermocouples are used, the number being determined by the engine type. Control is based on the average T5 temperature. If one thermocouple reading varies from the average by more than a preset amount, an alarm is annunciated. If two or three vary by more than that amount, an alarm is annunciated and the package is shut down), speed control (Special sensors continuously monitor the turbine speed and the control system adjusts the speed to meet the operating requirements and to keep the speed within the specified limits).
- Protection: The Gas Turbine Generator Control System provides extensive protection of the package by monitoring speed, temperatures, pressures and other variables. Most variables have limited that when exceeded result in a response by the control system.

GAS TURBINE ENGINE PERFORMANCE MAP DISPLAY

- Gas Turbine Engine performance map display displays a plot of predicted engine compressor discharge pressure (P.C.D.), engine T5 temperature, and thermal efficiency all plotted versus output power. Performance parameters are shown using actual site input conditions such as ambient temperature, barometric pressure (altitude) and fuel composition. The real-time turbine operating condition is graphically represented by colored-coded crosses on the plot that indicates actual performance parameters against the corresponding predicted values.

5.1.7 GENERATOR CONTROL

- In addition to monitoring the generator temperature and vibration levels, the new control system includes extensive control and protection of the generator and its output, including regulation, synchronizing and load sharing. The key component for this control is the Combination Generator Control Module (CGCM). This device combines the line synchronization module (LSM) technology with the digital automatic voltage regulation technology. The result is an extremely powerful and versatile device that integrates readily into the control system by connecting to the system's Ethernet/IP network. As an option, the system can be configured with redundant CGCMs to provide an additional level of protection. Figure below shows the typical connections required by the CGCM:



- The CGCM provides four modes of regulation based on its voltage and current inputs. It provides the ability to synchronize the generator to one or two reference buses. It permits operation of the generator in either isochronous (isoch) or droop modes. In addition, it permits load sharing between generator sets with similar control systems.

EXCITATION CONTROL MODES

Three modes of regulation are available:

- Automatic Voltage Regulation (AVR) – The output voltage of the generator is controlled.
- Power Factor Regulation (PFR) – The power factor of the paralleled machine is used to determine the correct field current.
- Reactive Power Regulation (VAR) – The VAR output of the paralleled machine is used to determine the correct field current.

SYNCHRONIZATION

- The CGCM can provide synchronization between two buses by measuring appropriate active bus and synchronization parameters.
- Voltage matching between buses is also performed through measurement of these parameters. Control and error parameters are provided to the generator governor for bus synchronization and to the CGCM's internal voltage regulator for voltage synchronization. The CGCM synchronizes the generator output voltage, frequency, and phase to a reference power system. Three-phase, dual bus and single-phase connection schemes are described below.

1. ISOCH / DROOP button for generator voltage and speed.

No	**Working mode**	**Switch position**	
		Speed Mode	**Voltage Mode**
1	Starts a Generator connect into the bar	ISOCH	ISOCH (Closed)
2	Generator working in parallel with a bus	ISOCH	DROOP (Off)
3	Generators with control systems of the same type work in parallel	ISOCH	DROOP (Off)
4	Generators with other control systems working in parallel	DROOP	DROOP (Off)

2. Manual voltages and frequencies are available for manual synchronization through the GCCM.

3. Upgrade of the control system for Turbine Generator number 1 (TG#1)should be noted:

The selection of circuit breakers ensuring compatibility with the existing operating mode. The control cabinet must support the selection of circuit breakers for synchronizing with TGs and existing the Power Grid of system.

- Ensure seamless integration with the current operation mode.
- Maintain system stability and reliability during parallel operation.

THREE – PHASE CONNECTION

The three-phase output of the generator and all three phases of the reference system are connected to the CGCM. This allows the device to match voltage, frequency and phase of both systems. It also provides the CGCM with the ability to verify that both systems have the same phase rotation. This combination of inputs provides the CGCM with the maximum amount of data and allows it to perform the most thorough synchronization.

DUAL BUS CONNECTION

In some instances, it is desirable to have the ability to synchronize a generator to more than one reference bus. The CGCM supports this operation by allowing connection to one line-to- line phase of two different buses. The appropriate bus for synchronization must be selected by the user. It is not possible to synchronize to two different buses at the same time. When used in this manner, the three-phase output of the generator and a single line-to-line phase from each reference bus should be connected to the CGCM. The CGCM cannot determine the phase rotation of either reference bus, since only one phase is connected; therefore, no phase rotation match can be performed. However, the correct phase rotation, ABC or ACB, can be configured in the device, and the CGCM can then verify that the generator output phase rotation matches the configured data.

SINGLE – PHASE CONNECTION

The CGCM can be configured for installations where only a single line-to-line input is available from the generator. This may be the case for single-phase systems or in systems where only one phase has a transformer connected for synchronizing purposes. No phase rotation check can be performed on the generator output in this case. The reference bus connection can be either single phase or three phase.

LOAD SHARING

- Two conditions affect the load share operation of the platforms. The first condition is an isolated WIP2 Platform with breakers to PPD Platform open. The second condition is when the WIP Platform and PPD Platform are tied together with the breakers to the PPD Platform closed.
- There are two control modes available for sharing of the kW and kVar loads. The kW load share is accomplished either by the CGCM or by the PMS control modes, and the kVar load share is accomplished either by the Cross-current or by the PMS control modes. When the WIP2 Platform is isolated, the kW load sharing is controlled by the unit CGCM associated with each individual gas turbine generator, and the load share lines connected between them. In this case, the

reactive (kVar) load sharing is controlled by the crosscurrent connection between the current transformers (CTs) associated with each of the gas turbine generators.

- When the WIP2 Platform is connected to the PPD Platform, both the kW and kVar load sharing is controlled by the PMS. In this case, the PMS calculates kW and kVar setpoints for each of the gas turbine generators located on the WIP Platform, and compares these setpoints to the actual real (kW) and reactive (kVar) loads generated by each gas turbine generator. If the actual generated loads do not match the calculated setpoints, the PMS adjusts the speed and voltage of the gas turbine generators until the setpoints are satisfied. The speed and voltage adjustment is accomplished by hardwired, digital raise/lower signals from the PMS to the individual gas turbine generator controls.

PROTECTION

Fourteen fault protection functions are provided. Faults are communicated to the control processor via the Ethernet/IP DLR interface. These fault conditions and the industry standard protection codes, where applicable, are:

1. Field Current Limit	**8.** Overexcitation Voltage
2. Generator Overcurrent	**9.** Overfrequency
3. Generator Overvoltage	**10.** Phase Rotation Error
4. Generator Undervoltage	**11.** Reverse Power
5. Loss of Excitation Current	**12.** Reverse VAR
6. Loss of Operating Power	**13.** Rotating Diode Monitor
7. Loss of Sensing	**14.** Underfrequency

NOTE: These protection features only protect the generator. Protection of the user's power distribution system and any other required generator protective functions are not included and must be handled separately in the switchgear, using appropriately certified protective relay components with settings approved by qualified personnel, based on a comprehensive analysis of the complete system.

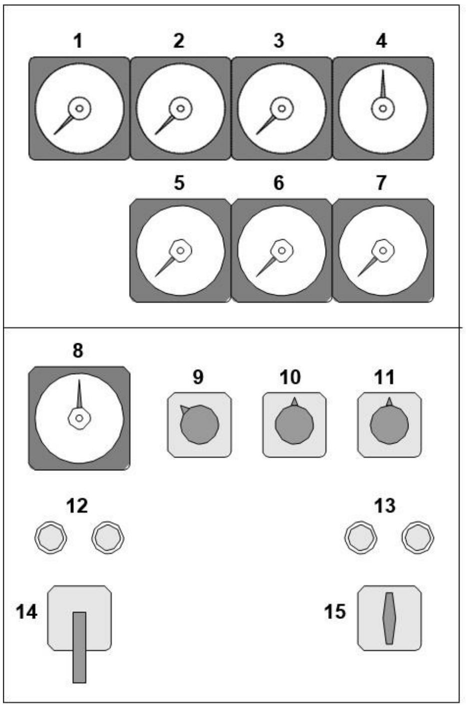
KILOWATT CONTROL

- The system can be programmed to provide kilowatt control. This is useful when the generator is operating in parallel with a large power source, such as an electric utility. The kilowatt output of the generator can be set at any level within the capability of the unit.
- In some cases, it may be necessary to prevent power from being exported to the utility when the preset output of the generator exceeds the load requirements. In this case, the system can be programmed to always import a preset amount of power from the utility.
- For the PMS to control kW load, the individual gas turbine generators on WIP Platform must be placed in REMOTE operation by using the unit OFF/LOCAL/REMOTE Keyswitch. PMS kW load sharing is provided by the

PMS in order to force the WIP Platform gas turbine generators to carry an equal share of the total kW load. The PMS will automatically switch the individual gas turbine generators to DROOP mode when performing the kW load sharing functionality

METERING PANEL

For control systems with an offskid console, an electric metering panel option is available. This provides a set of meters to monitor electrical parameters and a set of controls for manual synchronization. The standard configuration for this panel is shown in Figure as below and includes the following devices:



Legend:

1. Generator frequency
2. Exciter field current (DC ammeter)
3. Exciter field voltage (DC voltmeter)
4. Power factor
5. Generator output current (AC ammeter)
6. Generator output and bus voltage (AC voltmeter)
7. Power (wattmeter)
8. Synchroscope
9. Phase select switch for AC ammeter
10. Line to line select switch for AC voltmeter
11. Watts/VAR select switch for wattmeter
12. Circuit breaker position indicating lights
13. Generator synchronizing lights
14. Breaker control switch (trip/close)
15. Manual synchronizing switch

TURBINE CONTROL PANEL

- BIDDER to provide the essential controls to start and stop the turbine, adjust the gas producer speed, and initiate other optional functions. Operator switches and indicating lights are wired to I/O modules that connect to the network independent of the computerized display and monitoring system.
- Operator switches: OFF/LOCAL/REMOTE, Start, Stop, Normal Stop, Emergency Stop, Horn Silence, Acknowledge, Lamp Test, Backup Reset, Reset, Speed Control (increase and decrease).
- Indicating Lights: LOCAL/REMOTE, Ready, Starting, Ready to Load, On Load Backup Active, Cooldown, Stopping, Alarm Summary, Shutdown Summary.
- When the Off/Local/Remote selector switch is set to Local, the voltage and speed adjustment knobs can be set to either Droop or Isoch mode. The generators operating on the PPD30.000 platform will perform load sharing via the load sharing module in the Turbine control panel (TCP).

- When the Off/Local/Remote selector switch is set to Remote, the voltage and speed adjustment knobs will automatically return to the Droop position. The generators operating on the PPD30.000 platform will perform load sharing via the load sharing module in the PMS.

Turbine Control Panel

POWER SUPPLY:

- The Gas Turbine Generator Control System uses 24 VDC power. Typical package configuration, the D.C. backup lube oil pumps and new Gas Fuel System also require 24 VDC.

5.1.8 PACKAGE INSTRUMENTATION UPGRADES

- The information list out here is minimum as requirement install new when BIDDER upgrade package instrumentation:

  Transmitter (Smart type):

  - Package Fuel Pressure (01 pcs).
  - Dual Redundancy P.C.D. pressure (02 pcs).
  - Enclosure Differential Pressure (01pcs).
  - RTD: 100 ohm platinum w/ thermo-well, Enclosure temperature RTD (01 pcs).
  - Switch Flameout Detection Differential pressure switch (01 pcs).
  - Current sensing transmitters (02 pcs)
  - Back-up over-speed kid with dual tip mag picks up (01pcs).
  - ISO thermal Plate for T5 (T5 J.B.)-01 pcs.
  - Junction Box, Cable Gland, Cable and c/w material necessary (01 lot).
  - The BIDDER should refer the layout platform to calculated to provide the quantity cable, J.B., Cable ect., and routing cable shall determine in the site survey.
- All transmitter/Switch shall be operating condition: Hazardous Area Certification: Class 1, div 2, Gas group D or equivalent, Offshore, climate condition with

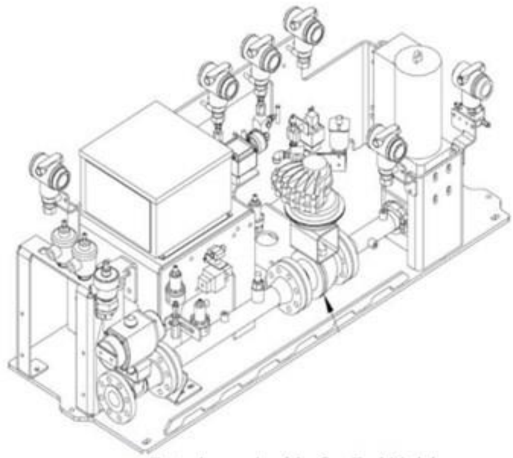
Temperature up to 70oC; humidity: 0-100%. Fluid H.C. Gas. Material: SS316 for body, element, enclosure, Isolating diaphragm. O-ring: Glass-filled PTFE. Included: LCD Display, IP66 min, Self-diagnostics function, manifold. Approval: ATEX Intrinsic Safety and Dust or equivalent. S.I.L. 2 certified to IEC 61508 by EXIDA or TÜV. Recommend to use instruments made from Rosemount/Emerson.

5.1.9 START SYSTEM

- The upgrade consists of an electronically controlled Variable Frequency Drive (VFD) and replace VFD and Line reactor of the existing start system. The electronic VFD is controlled by the Turbotronic control system. The VFD provides a pulse-width modulated variable frequency to the motor.
- To begin gas turbine rotation, the VFD initially provides low-frequency AC power to the start motor. The VFD gradually increases the speed of the motor until the gas turbine reaches purging speed. When purging is completed, the control system activates the fuel system to achieve light off. The speed of the motor is gradually increased until the gas turbine reaches motor dropout speed, at which time the combustion process is self-sustaining. The VFD then de-energizes the motor, and the motor clutch assembly is disengaged. Minimum equipment/materials:
  - Variable Frequency Drive (VFD) and Line reactor;
  - Fuse and Circuit Breaker Requirements: the fuses are required to protect the VFD and a circuit disconnect is required for VFD servicing. Fuses between the VFD and motor are not required. The VFD shall be designed with provisions to adequately protect the motor. All VFDs (including those with internal fuses) shall have a disconnect switch or circuit breaker. If a circuit breaker is used, the circuit breaker rating shall match that of the input fuses for the particular VFD.

5.1.10 GAS FUEL MODULE CONVENTIONAL COMBUSTION SKID

- The 24 VDC Gas Fuel Module conventional combustion technical requirement has a minimum hereinafter: Fuel Control Valve – PECC, Torch ignitor and regulators system, PCD monitoring and flameout detection system with dual redundant PCD Pressure Transmitters, Pilot solenoid valves system, Fuel shutoff and vent valves system, Pilot Gas Module, Tube fittings, Hardware, Installation kits and miscellaneous devices.
- Installation Instructions: Gas Fuel Module Conventional Combustion shall perform F.A.T. at the factory of the Contractor before installation.
- These components are designed to fit into the existing skid in the same location of the legacy fuel system as figure below:



Typical example of the Gas Fuel Module

Gas fuel module conventional combustion

GAS FUEL FILTER (01 UNIT)

- Gas fuel filter which will provide enhanced filtration in support of current technology electronic fuel valves. Electronic fuel valves provide improved operation when gas fuel filtration to 10 microns is utilized. This filter will provide the last chance filtration to improve time required between electronic fuel valve maintenance. The filter is installed external to the package and shall require BIDDER to modify gas fuel piping for filter installation.

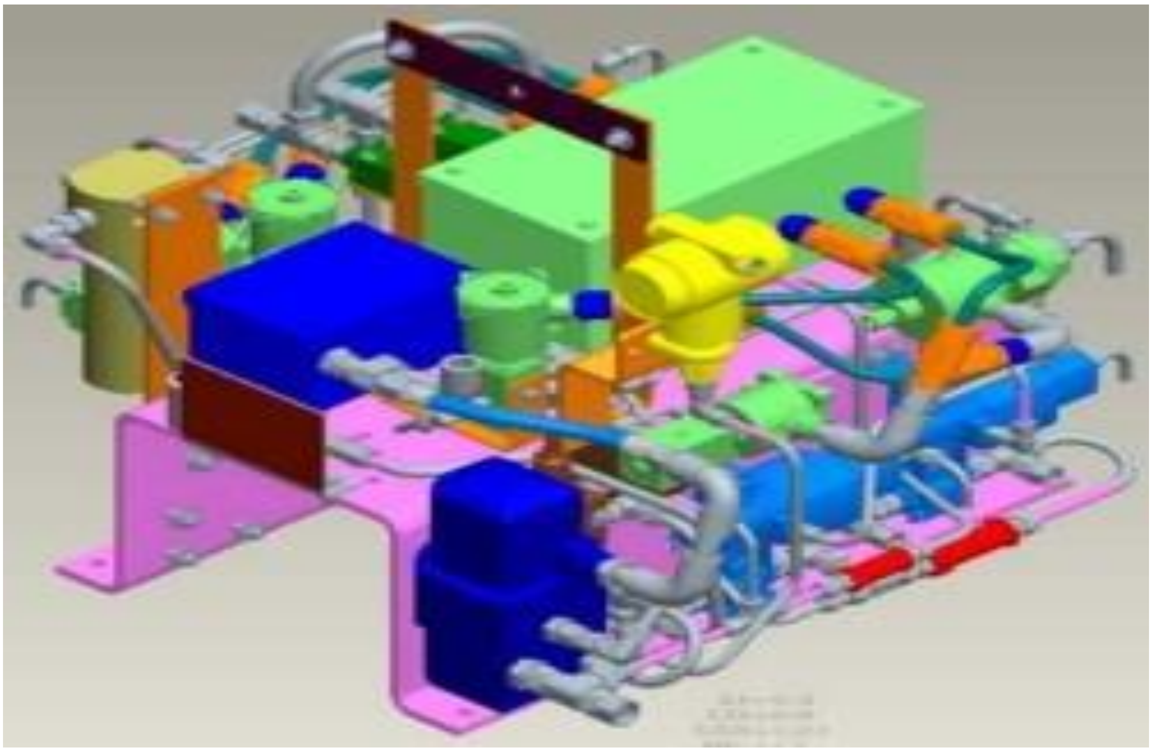
5.1.11 LIQUID FUEL MODULE CONVENTIONAL COMBUSTION SKID

- This module shall be designed as a direct replacement to the existing liquid fuel system. Then new system, assembled as a single lift module, will utilize an electronically controlled liquid fuel control valve, primary shutoff valve, associated hardware and instrumentation.
  - Utilizes an electronically controlled 24 VDC fuel control valve, which eliminates the need for servo/hydraulic actuator, mechanical loader and butterfly valve.
  - Eliminates the high-pressure oil servo pump and the associate components such as relief valve and high-pressure servo/actuator.
  - Improved serviceability and lower maintenance requirements.
  - Enhanced safety through turbine surge and flameout protection made possible through combination of fast action primary fuel shutoff valves, instrumentation, and control logic.
  - Improved turbine performance and transient load response time.
  - NEC / CSA / ATEX certification certify that the module is suitable for use in Class I, Zone 2 or Division 2 hazardous locations

Minimum equipment/materials

- Electronic Fuel Valve – PECC (VL)
- Primary and Secondary shutoff valves and control solenoids

- Liquid fuel purge drain solenoid
- Liquid Fuel pressure transmitter
- Liquid Fuel Boost pressure transmitter
- PCD sub-assembly module with dual redundant PCD Pressure Transmitters
- Flame out switch
- Air Inlet Temperature RTD
- Fuel valve check switch
- Torch Solenoids
- Torch drain back orifice (part of Loose ship)
- Torch Check Valve (part of Loose ship)
- Safety Relief valve (part of Loose ship)
- Air Assist Solenoid
- Back Pressure Switch
- By Pass valve
- Miscellaneous Installation loose ship
- Instrument cables and control cables between package and control console.



Liquid fuel module conventional combustion

5.2. TECHNICAL REQUIREMENTS FOR SERVICE

5.2.1. FACTORY ACCEPTANCE TEST (F.A.T.)

GOODs must be subjected to F.A.T. Inspection before delivery to COMPANY. For the purpose of F.A.T. Inspection, COMPANY shall dispatch COMPANY's Team Inspection to the FACTORY to attend the F.A.T. Inspection. Scope of activities includes:

HARDWARE INSPECTION

The following visual and physical inspections shall be conducted as a minimum:

- Checks on general workmanship like fabrication, paint…
- Power supply, wiring checks for fans, tube lights etc.
- Panel component assembly and arrangement, color code, ferules, size of wires etc.
- Provision of terminals of correct size and type.
- The operation of various lamps, pushbuttons…
- All system modules shall be checked for their correct mountings slot.
- Megger test for power distribution cabinets.
- Grounding bus for cabinets.

FUNCTIONAL TEST

The BIDDER shall do the list to check with the information related as below but not limited:

- Database: tag name, description, range, type, algorithms to be executed…
- Graphics: check for correctness with P&ID, presentation, log…
- Printer: for alarm, operator change, message, alarm priorities…
- Power Supply Test
- Processor Test

- Function Tests:
    - Testing of all input/output points
    - Check of all control configurations as to input, output, modes, failure, action, etc.
    - Check of scans time values.
    - Check of loop configuration as to ranges, limits, alarm points, unit etc.
    - Check of all calculations
    - Check of all logic and sequence control
    - Point to point wiring test.
    - Power up and power down tests.
    - Injection of digital and analog signals for control logic checkout and I/O address confirmation.

- Simulation of all auxiliary system controls.
- Simulation of all sequencing.
- Simulation of all protection.
- Check custom operator graphic displays with respect to appearance and functionality of controller faceplates, data points, alarm points, trends, reports, alarm lists and event lists.
- Check speed of trend page loading.
- Verify communication network.
- Fault Tolerant Test
- Diagnostics test.
- System Configuration Test
- Communication Interfaces

- During F.A.T. period, COMPANY's PERSONNEL, or any person authorized by COMPANY shall, at all reasonable times, have the right to access within FACTORY(s) and Contractor is to obtain the right to such access for the purpose of observing the Factory Pre-Commissioning test.
- Tests of NEW SYSTEM and its MATERIALS and/or EQUIPMENT may be carried out at FACTORY and in the presence of COMPANY.
- The date of commencement of F.A.T. Inspection shall be notified by Contractor to COMPANY thirty (30) DAYS prior to such event.
- The detailed Program of F.A.T. Inspection shall be submitted by Contractor not later than sixty (60) DAYS prior to the commencement of the inspection.
- BIDDER/Contractor shall assist with a visa invitation letter for COMPANY’s PERSONNEL and shall render assistance to COMPANY's PERSONNEL related to their stay and travel in the relevant country. Expenses for the stay of COMPANY’s PERSONNEL therein including return air tickets, transportation, communication, and accommodation will be paid by COMPANY.
- During F.A.T. Inspection, COMPANY is titled to reject any MATERIALS and/or EQUIPMENT that does not comply with the SPECIFICATION.
- All related inspection and test records, reports, certificates defined in the INSPECTION AND TEST PLAN will be maintained for all activities of the project and record traceability is guaranteed and submitted by CONTRACTOR to COMPANY after completion of such inspections and tests.
- After completion of tests, Contractor shall issue the F.A.T. Inspection Certificate, signed by COMPANY and CONTRACTOR, of test result indicating that the manufactured and tested MATERIALS and/or EQUIPMENT and/or NEW SYSTEM are in compliance with the SPECIFICATION and conditions of CONTRACT.

5.2.2. ON-SITE EQUIPMENT INSPECTION

- After delivery of U.C.P and material to WIP30.000platform, upon COMPANY's request to attend jointly check with COMPANY for verification, correctness, and healthiness checking of the NEW SYSTEM before hookup and installation period, CONTRACTOR at its own cost, is to dispatch CONTRACTOR's PERSONNEL consisting of qualified specialist and technician, which shall include:
  - Inspect site installation.
  - Un-crating Verification, correctness, and healthiness checking of the supplied system and components before the shutdown period.

5.2.3. SITE INSTALLATION AND SITE ACCEPTANCE TEST

- BIDDER shall assign qualified personnel to supervise installation, at WIP2 offshore platform for the supplied system, which shall include:
  - Supervise dismantling of the old system.
  - Supervise installation new system.
  - Commissioning, loop checking and start-up of the new supplied system.
  - Provision for system engineering and configuration service to meet the requirements.
- The upgrade system shall be complete in all respect as per scope of work & technical requirement within this period with a maximum of 45 days.
- Re-assembly, HOOK-UP, INSTALLATION, and Commissioning activities shall be performed by Contractor at WIP2 Platform with and under the COMPANY’s technical assistance and supervision.
- BIDDER shall provide all special tools, special instruments, and materials necessary for re-assembly, HOOK-UP and INSTALLATION before commencement of such works.
- COMPANY shall provide necessary manpower, utilities, and facilities that are being available at WIP2 Platform for assistance and supervision such activities.
- SITE ACCEPTANCE TEST shall be performed offshore during hookup and commissioning. The Site Acceptance Test will be performed by the BIDDER Engineers and COMPANY’s personnel. The Site Acceptance Test will demonstrate proper installation of the system, the functionality of all hardware, field inputs/outputs and configuration.
- BIDDER scope shall include field device loop, tuning of loops, implementing any configuration and graphics, interlock changes etc. required during commissioning; coordinate with the platform’s personnel during complete loop/interlock checking of the system. BIDDER shall demonstrate the system functionality to verify system conformance with the approved specification documents.

- COMPANY shall reserve the right to instruct BIDDER to carry out a repeat of any or all of the tests performed during F.A.T. The S.A.T. will be witnessed and signed off by the BIDDER and the COMPANY.
- After successful completion of S.A.T., the PARTIES shall sign "Hand-Over Protocol”. COMPANY's approval of the result of system testing and operation specified in Hand-Over Protocol does not release BIDDER from its warranty responsibilities.

5.2.4. PERFORMANCE VERIFICATION PERIOD AND ACCEPTANCE

- PERFORMANCE VERIFICATION PERIOD is the three (03) DAYS period from the date of Hand-Over Protocol during which the performance and operation capabilities of new supplied system shall be verified to be in compliance with SPECIFICATION and the Technical requirement.
- For such purpose, Contractor is undertaken to dispatch, at its own account, CONTRACTOR's PERSONEL to WIP2 Platform to carry out adjustment and/or correction and/or elimination and/or rectification of any and all inadequacies and/or deficiencies and/or defects of NEW SYSTEM detected during this period.
- COMPANY shall take over the system from BIDDER after successful Site Acceptance Test. The system shall run Performance test for a continuous thirty (30) days period. This test may be conducted concurrently with any normal plant operations.
- Any malfunctioning of the system components shall be replaced/ repaired/ readjustments as required. Once the system failure by significant faults, the availability test shall start all over again from the beginning.
- The successful System Performance test shall be a prerequisite for the final acceptance of the supplied system.
- After the expiration of PERFORMANCE VERIFICATION PERIOD when all WORK and/or SERVICE have been fully completed and when any defect and/or discrepancy preventing normal and safe operation of supplied system revealed during PERFORMANCE VERIFICATION PERIOD have been fully eliminated and/or rectified as per the SPECIFICATION, The PARTIES shall sign the "Acceptance Protocol”.

5.2.5. TRAINING SERVICE

BIDDER shall provide training about GAS TURBINE GENERATOR CONTROL SYSTEM for COMPANY's engineers, operators, and technicians

- Training on site: for operators for familiarization of the GAS TURBINE GENERATOR CONTROL SYSTEM.
- At Solar Training Center: for maximum of five (05) VSP’s engineers for Technical training course.

BIDDER shall provide training for VSP’s personel as below:

  - GuardLogix platform.
  - Console operator interface panel navigation and troubleshooting.

  - Field instrumentation operation, troubleshooting and preventative maintenance measures.
  - Gas fuel module conventional combustion.
  - Liquid fuel system
  - Fire and Gas system.
- The BIDDER shall transfer training documents to VSP.'s personnel in hardcopy and electronic files.

6. BIDDER AND PERSONNEL REQUIREMENTS

6.1. BIDDER

- The BIDDER/Contractor's commercial proposal request must include a price quote for the provision of services and a price quote for each individual material item in the list of materials accompanying the service.
- The BIDDER/Contractor's hands over all new unused materials to WIP2 after completing the service with handover materials list.
- The BIDDER/Contractor's shall provide all necessary labor, equipment and supplies for successful replacement of obsolete hardware and equipment in the existing control system as specified herein.
- BIDDER shall comply with the minimum required standards listed below and shall provide supporting documentation to verify these requirements:
  - A five (5) year minimum proven track record of successful completion of similar projects (Upgrade Solar Turbines' Control system from Turbotronic 2 to Turbotronic 5 generation).
  - There must be at least 10 similar projects in 05 years track record, the contact address of the Customer or site where the BIDDER has implemented the project should be described in detail for VSP.'s reference;
  - Three reference documents from current or former customers who have purchased similar service/product.
- BIDDER shall be Original Equipment Manufacturer (O.E.M.) of the existing Gas Turbine or System Integrator of the Gas Turbine Control system.
- Sub- BIDDER (if applicable) for integration, installation, hook up, shall be certified by the Turbine Manufacturer or System Integrator of proposed system. The list of proposed sub- BIDDER shall be approval by Company.
- BIDDER shall operate a quality system satisfying the applicable provision of ISO 9001: 2008 - Quality Management Systems or equivalent standard and ISO 14001:2004 Environmental Assurance, commensurate with the goods and services provided. The format and outline content of the quality plan shall be agreed between BIDDER and Company, prior to order placement. All manual, procedures and quality plans shall be submitted for review and approval prior to the commencement of the work.

6.2. BIDDER PERSONNEL:

BIDDER shall provide personnel certified by Turbine Manufacturer for all works of Installation, Commissioning and Startup for the Upgrade of the existing turbine control system:

- BIDDER personnel has a credible track record and experience in providing gas turbine retrofit control systems with a background in providing control and safety.
- BIDDER shall provide Field Services Representatives certified by Turbine Manufacturer presenting in Vietnam for emergency support during warranty period.

7. BIDDER’S RESPONSIBILITIES

BIDDER shall provide control system retrofit service and competent, experienced personnel to efficiently and expeditiously perform all the requirement of work including but not limited to the followings:

- To make survey, design and detailed engineering of TG U.C.P, to fabricate supplied system at the factory in conformity with the specifications and to conduct all necessary technical inspection and tests of supplied system at factory before shipment.
- To provide technical supervision services, includes removal, re• assembly, hookup and installation; to perform commissioning the supplied system at WIP2 platform.
- To provide all necessary special tools, and commissioning spare parts for hookup, installation, commissioning activities of the supplied system.
- To provide technical assistance during the performance verification period at WIP2 platform.
- BIDDER shall ensure that the Contractor's personnel comply fully with the relevant training and safety regulations applicable for working onshore or offshore.
- BIDDER hereby warrants that supplied system, additions, and substitutions thereto and all supplies furnished by Contractor shall be in good mechanical and operating condition and suitable for the use intended.
- BIDDER shall be responsible for the engineering, design, assembly, installation, commissioning the supplied system. Compliance with requirements in this document does not relieve the BIDDER from his responsibility with regard to completeness, satisfactory operation and ease of maintenance of the system. The BIDDER shall undertake to the new UNIT CONTROL PANEL shall meet all the existing specified rated operating and service conditions.
- BIDDER shall assume a single point of responsibility for all aspects of the work. Where parts of the system are subcontracted and purchased by BIDDER, these become part of BIDDER's package and it is BIDDER's responsibility to ensure that the complete package complies with all the relevant requirements.

- BIDDER shall be responsible for setting up a proper project organization consisting of project manager, system engineers, technicians, and services to ensure the smooth operation of the project after award. BIDDER shall provide project schedule updates and progress reports every 02 weeks and minutes of meetings.
- BIDDER's responsibility shall include checking the existing system configuration and document, any omission or incorrect design and suggest the solution for the COMPANY so that the complete system supplied will function reliably and longtime trouble-free operation. It is BIDDER responsibility to study the existing system to check the compatibility of the new and retaining components, take care of any incompatible items during the bid document, and suggest a suitable solution with the quoted proposal.
- BIDDER shall submit a summary project milestone schedule based on the project execution plan date. This schedule shall be reviewed and agreed upon during the kick-off meeting. Any deviation from the agreed schedule shall require the COMPANY's approval.
- BIDDER shall submit the relevant detailed fabrication drawings and wiring diagrams and other documents for approval by COMPANY and C.A. third party before proceeding with the fabrication work.
- BIDDER shall seek clarification from Company on all such items that cannot be clearly interpreted. Details not mentioned in the document shall be decided in the approval drawings, and the approved drawings shall be considered as a part of this technical requirement documents.
- BIDDER shall undertake to arrange, support, take care of VSP.'s representatives during time F.A.T at the BIDDER factory, includes letter invitation, visa letter, accommodation, travel, pickup.

8. COMPANY RESPONSIBILITIES

- The COMPANY shall provide the BIDDER with all documentation and information necessary and available for the BIDDER.
- The COMPANY shall review and approve the relevant detailed fabrication drawings and wiring diagrams provided by BIDDER before proceeding with the fabrication work. Review and approval of deviations and corrections.
- COMPANY will provide transportation from the port/helibase, as well as accommodation and food on WIP2 offshore platform.
- Clear out from customs within S. R. Vietnam and take delivery of supplied system and to mobilize material, tools to WIP2 platform.
- Transportation, lifting and shifting equipment from COMPANY base onto storage space on WIP2 platform.
- Provide Technicians (manpower) for installation.
- Structural work (if required).
- Provide all Offskid material as required.

- Modification and installation of cable trays as required.
- Witnessing, supervising for the F.A.T., S.A.T. and commissioning execution.
- Disposal of removal control system component.
- If required by the upgrade work, the COMPANY shall perform Hot Work (welding, cutting and etc…) for installation and cable routing.
- Other information as necessary. The BIDDER shall specify to the COMPANY and it shall be mutually agreed during the kick-off meeting.

9. PRESERVATION, PACKING, AND SHIPPING

9.1. PRESERVATION

- The BIDDER shall ensure that packing of equipment is suitable for long-term storage on site and shall advise of any special precautions that are necessary during this time. The BIDDER shall furnish recommendations for long-term preservation six (06) months at a designated site for the period prior to installation and after installation float-out for offshore installation.

9.2. PREPARATION FOR SHIPMENT AND SHIPPING

- BIDDER shall be responsible for the preservation, packing, and protection of the Package adequately for shipment to the job site in accordance with the requirement. All crating and boxes shall be clearly labeled on all sides with description and equipment numbers. BIDDER shall prepare a detail-packing list by box and crate number.
- The marking must be clearly done with indelible paint and not less than 5 (five) cm high unless restricted by the size of the case. Where necessary, the Seller shall conspicuously mark on the side of the case appropriate international marks according to the different characteristics, the special marking “Top”, “Bottom”, “Handle with care”, handling places for reloading.
- For the oversized cases (more than 10m long), as well as for the case weighing 500 kg and more, or if the height of the case exceeds one meter, the center of gravity shall be clearly shown with bright indelible paint with sign (+) on the end and side faces of the cases.
- The packages shall be packed to ensure the safety of Goods from damages and corrosion during transportation and suitable for crane operations and handling.
- BIDDER shall be responsible for the proper protection and the timely and correct delivery of all equipment to the location specified in the purchase order.
- BIDDER shall be responsible for transportation and delivery of the entire package to designated location. BIDDER shall provide, at least 15 days notice to the Company prior to delivery.
- All boxes and enclosures shall be vacuum packed and crated for shipment in such a manner to prevent damage. The package crating shall be completely weatherproof and adequate for indoor storage.
- All spare parts furnished by BIDDER shall be wrapped and packaged so that they will be preserved in original, as-new condition under normal conditions of storage

and shall be properly tagged and coded so that later identification as to intended equipment usage will be facilitated. They shall be packaged separately, clearly marked as "Spare Parts". Packing lists shall be furnished so that the parts can be handled without uncrating if desired.

10. DELIVERY REQUIREMENTS

- EQUIPMENT, MATERIALS supplied under CONTRACT shall be delivered by Contractor on the terms C.F.R. – Vietsovpetro port, Ho Chi Minh City, Vietnam or C.P.T. Tan Son Nhat airport, Ho Chi Minh City, S.R. Vietnam - Incoterms 2020 (unless otherwise to be agreed by the PARTIES in writing) including packing andmarking charges.
- The Delivery Date is understood as the date of "Notice of Readiness" issued by the Ship's Master certifying the actual arrival date of the vessel/ airplane transporting shipment of TG U.C.P, with destination to C.F.R. Vietsovpetro Port, Ho Chi Minh City or C.P.T. Tan Son Nhat airport, Ho Chi Minh City, S. R. Vietnam. DELIVERY DATE shall not be later than 180 days from the DATE OF SIGNINGTHE CONTRACT.
- CONTRACTOR shall notify COMPANY as soon as possible but not later than ten (10) DAYS prior to DELIVERY DATE of shipment of Goods the following information regarding the shipment:
  - CONTRACT number.
  - Brief description of Commodities, quantities and value.
  - Number of cases, packages, gross weight, and measurement.
  - Description of heavy cargoes.
  - Bill of Lading number, date (when available).
  - Name of vessel, nationality.
  - Name of freight forwarder and its agent.
  - Port of exit, estimated date of departure (ETD), estimated date arrival (E.T.A.) to Vietsovpetro port, Ho Chi Minh City, S. R. Vietnam.
  - Any other special instructions which should call to COMPANY’s attention.
- The CONTRACTOR shall be responsible for any losses, expenses which may be occurred due to incorrect information from the CONTRACTOR to the COMPANY.

11. DOCUMENTATION REQUIREMENTS

11.1. IN THE BID PROPOSAL

The BIDDER shall submit the following documents, as a minimum:

No. Drawing/ Document detail

1. Overall Scope of Work & Supply
2. Deviation list
3. Functional Design and Technical Specifications the retrofit package

4. General Arrangement drawings including dimensions and weight Console/U.C.P., Gas fuel module, Liquid fuel module details.
5. P&ID Fire and Gas system
6. P&ID Gas fuel and Liquid fuel system
7. Design, Manufacturing and Delivery Plan & Schedule, Project Execution Plan & Project Schedule.
8. Complete Data sheets and Specifications of Gas fuel module, Liquid fuel System, Instrumentation Packages (P.T., T.T.), cable, Junction box.
9. Bill of Material c/w Specification/manufacture/Quantity/Country Origin (made in), Cert.
10. Spare parts list for start-up and commissioning.
11. Spare parts list for 2-years operation.
12. List of proposed sub-BIDDER's.
13. Application list (local and worldwide): name of customer, type of service, year installed, size, capacity and other relevant performance/ design data.
14. Manufacturing location, capacity and testing facilities.
15. Project Team
    - Personnel
    - Resumes/CV/Qualifications cert/
    - Refer project

11.2. AS PART OF THE PROJECT DELIVERABLES

BIDDER shall submit the following types of drawings and documents to COMPANY as a minimum:

No. Drawing/ Document detail

1. BIDDER document register list
    - Electrical Loop Schematic
    - Process Flow Diagram (P.F.D.)
    - Process Piping and Instrumentation Diagram (P&ID)
2. Field Cable/Wiring Diagrams and Report, Hook & Up (I/O list, assignment, cable schedule, J.B. schedule).
3. P&ID: Fuel system, Lube oil System, Turbine System.
4. General Arrangement drawings including dimensions and weight
5. Complete Data Sheets, specification
6. Bill of Material C/w Specification/manufacture/Quantity/Country Origin
7. Spare parts list for start-up and commissioning

8. Spare parts list for 2-years operation
9. Documentation O&M: Control Panel and associated hardware, Field Instrumentation, Gas Fuel System, Start System.

11.3. DOCUMENT SUBMISSION

- The BIDDER shall present his 'BIDDER Data Requirement Schedule" based on the document requirement within 2 weeks from Purchase Order or during kick-off meeting (whichever is earlier) with the planned submission dates indicating the DOC CODE. BIDDER shall also identify the documents type (Issue for Review / Issue for Information). The list shall be discussed and agreed between the COMPANY and BIDDER during the kick-off meeting.
- The following number of copies of documents shall be issued to COMPANY:

Documents	Stage	No. of Copies	Note
Data and Drawings	With Bid	As specified in ITB	
	For Review	1 hard copies + electronic copy	
Data Books Installation, Operating and Maintenance Manual (I.O.M.)	As-shipped	3 hard copies + electronic copy	2 weeks before delivery
	As-installed	5 hard copies + CDs	Within 04 weeks after install

- Drawings and documents shall be submitted in pdf format.
- When all Drawings / Technical Documents have been received by COMPANY, two parties shall set up and sign a Documentation Receipt Note, certifying that all Technical Drawings / Documents have been delivered to COMPANY by Contractor.

11.4. DOCUMENT REVIEW

- All documents or drawings shall be checked and signed by the BIDDER before submission. Unchecked documents may be returned un-reviewed.
- COMPANY shall complete the BIDDER's document review within 15 working days from the date of receipt. If the document is reviewed with CODE 'B' or 'C', the BIDDER shall be incorporated to the comment(s) and re-submit the document within 10 working days. These periods shall be taken into account when planning submissions and manufacturing activities.

12. CERTIFICATES REQUIREMENTS

BIDDER shall submit the following certificates:

- Detailed Packing List showing the content of each case or a lot, gross and net weight: one (01) originals and one (01) copy.
- Quality Assurance or Quality Control, and Quantity Assurance Documentation issued by the Manufacturer (Solar) certifying that the design, manufacturing and

testing of Equipment have been satisfactorily carried out at CONTRACTOR's workshop and fully complied with technical requirements of CONTRACT: one (01) originals and one (01) copy.

- Test Report issued by the Manufacturer: one (01) originals and one (01) copy.
- Certificate of Origin certified by Chamber of Commerce of Manufacturer's or Exporter's country: one (01) originals and one (01) copy.
- FAT Inspection Certificate: one (01) originals and one (01) copy.
- Letter of Warranty issued by the CONTRACTOR: one (01) originals and one (01) copy.
- FINAL ACCEPTANCE PROTOCOL with content complies to as set forth in duly signed by the COMPANY and the Contractor: one (01) original and one (01) copy.

13. METHODS FOR EVALUATION OF TECHNICAL PROPOSALS

- The technical bid documentation will be evaluated based on the Technical Evaluation Criteria Table / Technical Bid Scoring Table attached.

14. EQUIPMENTS LIST OF GOODS

Item No.	Description	Unit	Quantity	Remark
I.	**ONSKID HARDWARE**			
1	Non-Explosion Proof 2 Bays Control Console The Upgrade Control System: Non-Explosion Proof 2 Bay Control Console & Loose Kit	Lot	01	
2	Fire & Gas Detection System (Eagle Quantum Premier)	Lot	01	
3	Gas Fuel System: 24 VDC Gas Fuel Module, Pilot Gas Module, PCD & Flameout Module, Installation Kit	Lot	01	
4	Gas Fuel Filter	Lot	01	
5	Liquid Fuel System: 24 VDC Liquid Fuel Module, PECC Fuel Control Valve, Pilot Gas, Air Assist Module, Installation Kit	Lot	01	
6	Start System: VFD Controller and Line reactor	Lot	01	
7	Startup and Commissioning Spare Parts	Lot	01	
8	Materials, piping fitting & accessories for installation of Package: Cables (Power, control, signal) and Cable gland	Lot	01	
II.	**OFFSKID HARDWARE**			
9	Instrument cable for Solenoid, switch, etc.	Lot	01	
10	Instrument cable for Transmitters	Lot	01	
11	24VDC Power cable for actuators	Lot	01	
12	Cable Glands for all new cables	Lot	01	
III	**SERVICES**			

13	Installations & commissioning	Lot	01	
14	Technical training	Lot	01	

TECHNICAL EVALUATION CRITERIA
FOR UPGRADE THE CONTROL SYSTEM FOR SOLAR GENERATOR TG#1 ON WIP2

STEP 1: MANDATORY REQUIREMENTS:

Technical proposal shall be passed Step 1 if it meets ALL the prerequisites as below:

NO.	CRITERIA	EVALUATED PASS/ FAIL	NOTE
1	The Scope of Supply and Scope of Work must fully comply with the requirements stated in the Technical Specifications.	Pass/Fail	
2	All supplied materials must be new, in perfect condition, and manufactured no earlier than 2025.	Pass/Fail	
3	The warranty must fully comply with the requirements stated in the Technical Specifications.	Pass/Fail	

STEP 2: TECHNICAL EVALUATION

Step 2 shall be evaluated in case of the Technical proposal passed the prerequisites in the Step 1. Detailed scores of Technical evaluation for Step 2 are described as table below:

Evaluated *Level No.*			**CRITERIA**	**Proposal Content**	**Score Table**			**Reason for deduction**
Level I	Level II	Level III			Level I	Level II	Level III	
					Score	*%*	*%*	
(1)	*(2)*	*(3)*	*(4)*	*(5)*	*(6)*	*(7)*	*(8)*	*(9)*
1	**TECHNICAL REQUIREMENTS FOR HARDWARE**				**45**			
	1.1		GENERAL UNIT CONTROL PANEL			10		
		1.1.1		Fully meet the technical specifications			100	
		1.1.2		Minor deviations, within the permissible range			60÷90	Note
		1.1.3		Fully not meet above requirement			0	
	1.2		BACKUP SYSTEM			10		
		1.2.1		Fully meet the technical specifications			100	
		1.2.2		Minor deviations, within the permissible range			60÷90	Note
		1.2.3		Fully not meet above requirement			0	
	1.3		VIBRATION MONITORING			5		
		1.3.1		Fully meet the technical specifications			100	
		1.3.2		Minor deviations, within the permissible range			60÷90	Note
		1.3.3		Fully not meet above requirement			0	
	1.4		FIRE AND GAS SYSTEM			10		
		1.4.1		Fully meet the technical specifications			100	

		1.4.2		Minor deviations, within the permissible range			60÷90	Note
		1.4.3		Fully not meet above requirement			0	
	1.5		DISPLAY AND MONITORING SYSTEM			10		
		1.5.1		Fully meet the technical specifications			100	
		1.5.2		Minor deviations, within the permissible range			60÷90	Note
		1.5.3		Fully not meet above requirement			0	
	1.6		TURBINE CONTROL			10		
		1.6.1		Fully meet the technical specifications			100	
		1.6.2		Minor deviations, within the permissible range			60÷90	Note
		1.6.3		Fully not meet above requirement			0	
	1.7		GENERATOR CONTROL			10		
		1.7.1		Fully meet the technical specifications			100	
		1.7.2		Minor deviations, within the permissible range			60÷90	Note
		1.7.3		Fully not meet above requirement			0	
	1.8		PACKAGE INSTRUMENTATION UPGRADES			10		
		1.8.1		Fully meet the technical specifications			100	
		1.8.2		Minor deviations, within the permissible range			60÷90	Note
		1.8.3		Fully not meet above requirement			0	
	1.9		START SYSTEM			5		
		1.9.1		Fully meet the technical specifications			100	

		1.9.2		Minor deviations, within the permissible range			60÷90	Note
		1.9.3		Fully not meet above requirement			0	
	1.10		GAS FUEL MODULE CONVENTIONAL COMBUSTION SKID			10		
		1.10.1		Fully meet the technical specifications			100	
		1.10.2		Minor deviations, within the permissible range			60÷90	Note
		1.10.3		Fully not meet above requirement			0	
	1.11		LIQUID FUEL MODULE CONVENTIONAL COMBUSTION SKID			10		
		1.11.1		Fully meet the technical specifications			100	
		1.11.2		Minor deviations, within the permissible range			60÷90	Note
		1.11.3		Fully not meet above requirement			0	
2	**TECHNICAL REQUIREMENTS FOR SERVICE**				**20**			
	2.1		FACTORY ACCEPTANCE TEST (F.A.T.)			20		
		2.1.1		Fully meet the technical specifications			100	
		2.1.2		Minor deviations, within the permissible range			60÷90	Note
		2.1.3		Fully not meet above requirement			0	
	2.2		ON-SITE EQUIPMENT INSPECTION			20		
		2.2.1		Fully meet the technical specifications			100	
		2.2.2		Minor deviations, within the permissible range			60÷90	Note
		2.2.3		Fully not meet above requirement			0	

	2.3		SITE INSTALLATION AND SITE ACCEPTANCE TEST			20		
		2.3.1		Fully meet the technical specifications			100	
		2.3.2		Minor deviations, within the permissible range			60÷90	Note
		2.3.3		Fully not meet above requirement			0	
	2.4		PERFORMANCE VERIFICATION PERIOD AND ACCEPTANCE			20		
		2.4.1		Fully meet the technical specifications			100	
		2.4.2		Minor deviations, within the permissible range			60÷90	Note
		2.4.3		Fully not meet above requirement			0	
	2.5		TRAINING SERVICE			20		
		2.5.1		Fully meet the technical specifications			100	
		2.5.2		Minor deviations, within the permissible range			60÷90	Note
		2.5.3		Fully not meet above requirement			0	
3	**BIDDER AND PERSONNEL REQUIREMENTS**				**10**			
	3.1			Fully meet the technical specifications		100		
	3.2			Not fully suitable but still qualified, capable to perform the service		60÷90		Note
	3.3			Fully not meet above requirement		0		
4	**DELIVERY REQUIREMENTS**				**10**			
	4.1			Fully meet the technical specifications		100		
	4.2			Not fully meet with minor deviations, but but not affecting service quality and VSP's production plan		60÷90		Note
	4.3			Not meet above requirement.		0		

5	**DOCUMENTATION REQUIREMENTS**				**5**			
	5.1			Submit the documents fully meet the technical specifications		100		
	5.2			Submission is not fully compliant and as the requirements, but it does not affect the evaluation.		60÷90		Note
	5.3			Not submit as above requirement		0		
6	**STANDARD REQUIREMENTS**				**5**			
	6.1			Fully meet the technical specifications		100		
	6.2			Minor deviations, within the permissible range		60÷90		Note
	6.3			Fully not meet above requirement		0		
7	**CERTIFICATES REQUIREMENTS**				**5**			
	7.1			Bidder shall submit the certificates fully meet the technical specifications		100		
	7.2			Submission is not fully compliant as the requirements, but it is acceptable		60÷90		Note
	7.3			Not commit as required		0		

Note:

- Each item is evaluated in range of 0-100% of maximum score depend on degree of complying the requirements. Each minor deviation will result in a 10% deduction.

Passed conditions: all of the below conditions

- Passed in Step 1.

- Score of each item is equal or higher than 60% of maximum score.

- Total score is equal or higher than 85 points.

Disqualified conditions: all of the below conditions

- Disqualified in Step 1

- Any score of item is less than 60% of maximum score
- Total score is less than 85 points.