INVITATION TO BID

Bidding package No.	**DV-1296/26-KB**
Title of bidding package:	**Provision of Jackup Rig for NR-DM Field in 2026**
Name of the project:	**Jack Up Rig for NR-DM Field in 2026**
Issued on:	
Issued including Decision:	**4170/26-HSMT-PTM/BMĐH**

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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

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Chapter VII. Particular Conditions of Contract

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

Part 4. APPENDICES

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

ABBREVIATION

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

Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

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

	prevent the verification or investigation into a corrupt, fraudulent or collusive practice made with a supervision, inspection or audit authority; b) Obstructing the competent person, employer, Vietsovpetro, bidders in the course of contractor selection; c) Impeding competent authorities' rights of supervision, inspection or audit of bidding activities; d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process; e) Acts of violation against laws and regulations on cybersecurity and safety intended to intervene or impede the online bidding process. 4.6. Inequality and non-transparency, including: a) A bidder of a package or investment project is also Vietsovpetro or employer or takes charge of performing tasks of Vietsovpetro or employer of that package or investment project, violating against the regulations stated in Point 5 ITB; b) A person or entity concurrently engages in the preparation and appraisal of Invitation to Bid, or RFP of the same package or investment project; c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package or investment project; d) A person who is working for Vietsovpetro/employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of Vietsovpetro/employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder; e) A bidder submits a bid for a procurement, construction or non-consulting service package for which the bidder is also acting as a consultant on preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of Invitation to Bid; evaluation of bids; inspection of goods; appraisal of contractor selection result; supervision of contract execution; f) A person acts as a bidder for a package of a project or investment project of Vietsovpetro or employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom; g) A supervision consultant also acts as the inspection consultant of the same package. 4.7. Unauthorized disclosure of the following information and documents on the contractor selection: a) Contents of Invitation to Bid before they are issued as prescribed; b) Contents of Bids, notebooks, minutes of bid evaluation meetings, comments and evaluations for each Bids before publishing contractor

	selection result; c) Content of request for clarification of Bid proposals of Vietsovpetro and responses of bidders during the evaluation process of Bid proposals before publising the contractor selection result; d) Report of Vietsovpetro, report of the expert group, appraisal report, report of consulting bidder, report of relevant professional authorized organization during the contractor selection process before publishing the contractor selection result; e) The contractor selection result before it is disclosed as prescribed; f) Other documents in the contractor selection process, which are stamped confidential according to the provisions of Regulation No. VSP-000-TM-238. 4.8. Illegal transfer of awarded contract: The contractor transfers to other contractor(s) a volume of tasks of the package worth more than 10% of package value; or worth less than 10% of package value but more than 02 million USD (after deducting the work part of the subcontractor's responsibility as declared in the contract), calculated on the signed contract price.
5. Eligibility of bidders	A bidder that is an organization shall be deemed to be eligible if complying the following requirements: a) It is required to have registration and operational license granted by the competent government body of the country in which it is operating. b) It must keep independent accounting records; c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy; d) It must ensure competitiveness in bidding as prescribed in BDS; e) It is not being prohibited from participating in bidding; f) It is not liable to criminal prosecution; g) It is not the state of temporary suspension, termination of participation in National bidding network; h) Its name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.
6. Contents of Invitation to Bid	6.1. The Invitation to Bid consists of Parts 1, 2, 3 and 4 accompanied with documents of Bid Proposal amendment as specified in ITB 7 (if any) including as follows: Part 1. Bidding procedures: - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bidding Data Sheet (BDS); - Chapter III. Bid Proposal Evaluation Criteria; - Chapter IV. Bidding Forms. Part 2. Technical Requirements: - Chapter V. Technical Requirements. Part 3. Conditions and Forms of Contract This Part includes terms, conditions, data and forms that constitute the

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

	English. In case of no translation, if necessary, Vietsovpetro may ask bidder for supplementation of documents.
10. Documents comprising the bid proposal	The Bid Proposal consists of the following: 10.1. Application for bidding in accordance with ITB 11; 10.2. Consortium agreement in case the bidder is Consortium in accordance with Template No. 3, Chapter IV – Bidding forms; 10.3. Bid Bond, in accordance with ITB 18; 10.4. Proof documents for eligibility of bidder in accordance with ITB 5; 10.5. Proof documents for eligibility of signatory under the Application for bidding, in accordance with ITB 20.3; 10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16; 10.7. Technical proposals and proof document for service qualification, in accordance with ITB 15; 10.8. Financial proposals and price schedules with full information, in accordance with ITB 11 and 13; 10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any); 10.10. Other contents as specified in BDS.
11. Application for bidding form and price schedules	The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.
12. Proposals of Technical alternatives	12.1. In case Invitation to Bid stipulates in BDS for probability of technical alternatives, then those technical alternatives shall be considered and evaluated. The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal. 12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information. The evaluation of technical alternatives in accordance with Section 5 Chapter III – Bid Proposal Evaluation criteria.
13. 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) as prescribed in Part 2 – Technical Requirements. 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 services", "Services description" in accordance with respective template prescribed in Chapter IV – Bidding forms. In case columns "Unit price" and "Extended amount" are not offered or offered "0", it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is responsible to provide goods, services in accordance with requirements of Invitation to Bid and not receive payment from Vietsovpetro during implementation of contract. Bidder is required to offer prices in each Price schedules. 13.2. In case bidding package is divided into independent parts and bidder is allowed bidding in each part specified in BDS, bidder is able to bid for one or many parts of bidding package. Bidder has to bid all work of such part which the bidder attends. Should the bidder offer discount, bidder shall specify details and prices of discount in each part as per ITB 1.2. 13.3. The bidder shall be responsible for the bidding price quoted to perform and complete the work in accordance with the requirements as stated in the Invitation to Bid. In case the 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 technical specifications and standards	15.1. To establish the eligibility of the services in accordance with Invitation to Bid, the bidder shall furnish as part of its Bid Proposal the documentary evidence that the services conform to the technical specifications and standards specified in Chapter V – Scope of services. 15.2. Standards for service supplying specified by Vietsovpetro in the Chapter V – Scope of services, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality for service,

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

	In case of Consortium, the Bid Bond shall comply with one of the following: a) Each Consortium partner shall provide a separate Bid Bond; however, the aggregate amount of Bid Bond submitted by all Consortium partners is not less than the required amount specified in ITB 18.2. If the Bid Bond of any Consortium partner is determined to be invalid, the bid of the Consortium shall not be considered and evaluated further. If any Consortium partner is in breach of the rules resulting in without return of Bid Bond in accordance with ITB 18.5, then bid securities of all Consortium partners shall not be returned. b) All partners of the Consortium shall nominate one partner to arrange a single Bid Bond for itself and all other partners in the Consortium. In this case, the Bid Bond shall be in the name of the Consortium or the name of the partner who arranges the Bid Bond for the entire Consortium provided that the total amount is not less than the required amount in BDS of ITB 18.2. If any Consortium partner is in breach of the rules resulting in without return of the Bid Bond in accordance with ITB 18.5, the Bid Bond shall not be returned. 18.2. Amount, currency and valid period of the Bid Bond shall be as specified in the BDS. 18.3. The Bid Bond shall be considered illegitimate in one of following cases: having lower value, with shorter valid period as specified in ITB 18.2, incorrectly states the name of the beneficiary not original and without legitimate signature, signed before Vietsovpetro issues the Invitation to Bid or accompanied with adverse condition for Vietsovpetro (including not fully committed with content of the Bid Bond Forms – 04A, 04B, 04C in Chapter IV). In case of using a letter of guarantee or certificate of insurance, the letter of guarantee or certificate of insurance must be provided, signed and stamped (if applied) by one of the following: a lawful representative of a domestic credit institution, a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, a branch of foreign non-life insurance enterprise established under Vietnamese law. In case of using a letter of guarantee (of deposit/transfer to Vietsovpetro's account), the letter must be signed and stamped by the legal representative of the contractor. 18.4. Unsuccessful bidder shall be returned or released the Bid Bond in the maximum duration specified in the BDS since the date for notification of result of selecting bidder. For successful bidder, the Bid Bond shall be returned or released after the bidder furnishes the contract performance guarantee. 18.5. The Bid Bond shall not be returned in one of following cases: a) After the deadline for bid submission and during the validity period of the bid, the bidder withdraws their bid or gives a written refusal to perform one or some tasks proposed in their bid in accordance with the requirements laid down in the Invitation to Bid; b) The bidder performs any of the prohibited acts specified in Point 4 ITB or commits violations of the bidding law resulting in bid cancellation as prescribed in Point 32 ITB; c) The successful bidder fails to furnish the required performance security as prescribed Point 37 ITB; d) The first ranked contractor is invited to negotiate the Contract. Within seven (07) days from the date of receipt of the invitation to negotiate the

	contract from Vietsovpetro, the bidder does not come to negotiate or refuses to negotiate the contract or offers conditions different from the contents. content in the Bid proposal or withdrawing commitments in the Bid proposals leading to unsuccessful contract negotiations, the Bid bond shall be not returned to bidder, except in cases of force majeure; e) The bidder fails or refuses to complete the contract within twenty (20) days from the date of receipt of notification of Bid award from Vietsovpetro, except in cases of force majeure; f) The bidder refuses to sign the contract within ten (10) days from the date of completion of the contract, except in cases of force majeure. 18.6. In case the bidding package is divided into a number of independent parts, Bidder can choose Bid Bond for individual part or combination of parts as follows: a) Bid Bond for all parts/ combination of parts, value of Bid Bond should be equal to Sum of Bid Bond value with respective parts. In case that value of Bid Bond is less than Sum of those Bid Bond value with respective parts, Vietsovpetro has the right to decide Bid Bond is used for which part of package attended by Bidder. b) Bid Bond for individual part attended by Bidder. In case that Bidder violates and the Bid Bond shall not be returned as per ITB 18.5, non returned value of Bid Bond is calculated on the part that Bidder violates.
19. Deadline for bid submission	19.1. The deadline for bid submission is the time specified in the BDS. 19.2. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 8, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended. 19.3. The bidder submits directly or delivers the Bid Proposal to Vietsovpetro address provided that it arrives before deadline for bid submission specified in the BDS. Vietsovpetro receives Bid Proposal of all bidders before deadline for bid submission, including the case bidder has not bought or received the Invitation to Bid from Vietsovpetro. For such case, the bidder shall submit the remittance, evidencing the transfer of monetary amount accounting for selling price of bidding document at the moment of submission of Bid Proposal, but must be ensured before the deadline for bid submission. 19.4. The method of purchasing and submitting Bid Proposal is specified in the BDS. 19.5. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 7.3, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. 19.6 Vietsovpetro shall not consider any bid proposal that arrives after the deadline for bid submission. Any bid proposal received by Vietsovpetro after the deadline for bid submission shall be declared late, rejected, and returned unopened to the bidder.
20.Submission, withdrawal, substitution and	20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the BDS. The cover of dossier shall be marked clearly "ORIGINAL OF BID

amendment of Bid Proposal	PROPOSAL", "COPY OF BID PROPOSAL". In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of dossier with amount specified in the BDS. The cover of dossier shall be marked clearly "ORIGINAL OF AMENDED BID PROPOSAL", "COPY OF AMENDED BID PROPOSAL", "ORIGINAL OF ALTERNATIVE", "COPY OF ALTERNATIVE". In case of technical alternative in the Bid Proposal specified in ITB 12, the bidder shall prepare one original and some copies with amount mentioned in BDS. The cover of dossier shall be marked clearly "ORIGINAL OF TECHNICAL ALTERNATIVE", "COPY OF TECHNICAL ALTERNATIVE OPTION". 20.2. Bidders shall be responsible for the appropriateness of the copies compared to the original. In case of deviation between original and copy but without changing the bidder ranking, the original shall be used for evaluation. In case of deviation between original and copy leading to different results in evaluation of original and the copy, and resulting change in the bidder ranking, the Bid Proposal of that bidder shall be rejected. 20.3. The original of Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder's legitimate attorney (if any), in case of attorney, letter of attorney specified in Template 02, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal. 20.4. In case of Consortium bidders, Bid Proposal shall be signed by legal representative of all partners in Consortium or legal partner 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 "SUBSTITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL "; b) Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19. 20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder. 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 “SUBSTITUTION OF BID PROPOSAL” and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to bidder. Vietsovpetro shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening. For envelope with notification marked “SUBSTITUTION OF BID PROPOSAL”, any attached notification document accompanied with amended Bid Proposal shall be opened, read out clearly. Vietsovpetro shall not accept the bidder to amend the Bid Proposal if the written notice of Bid Proposal’s amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only Bid Proposal opened and read out at the bid opening then shall be considered further and evaluated. 21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders’ names and sequence below: a) Examine the seals; b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. In case bidding package is divided into many independent parts, then bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated; c) Representatives of Vietsovpetro shall countersign in original of letter of bid, Bid Bond, summarized price list, letter of attorney of bidder’s legal representative (if any), letter of discount (if any), Consortium agreement (if any). Vietsovpetro shall not reject any Bid Proposal at the bid opening, except for late submission Bid 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 contract negotiation, bidder is not permitted to contact Vietsovpetro for issues related to bidder's Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of tendered selection is published.
23. Clarification of Bid Proposal	23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Vietsovpetro, including eligibility, capacity and experiences of the Bidder. In terms of technical, financial proposal in bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the 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 Bid Proposal. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal. 23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, Vietsovpetro request clarification toward the bidder based on compliance as specified in ITB 23.1. 23.6. In case of doubt about the authenticity of documents provided by the Bidder, Vietsovpetro shall verify with organizations and individuals related to the content of the documents. 23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, Vietsovpetro shall request Bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.
24. Deviations, Imposing	The following definitions shall be applied during the evaluation process

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

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

	considered and evaluated with respect to capacity and experiences. 29.4. Evaluation of capacity and experiences: a) Capacity and experiences are evaluated as specified in clause 2, Chapter III – Bid Proposal Evaluation criteria; b) Bidders with satisfactory capacity and experiences shall be considered and evaluated to examine their technical capability. 29.5. Technical and price-based evaluation: a) Evaluation of technical capability must adhere to the evaluation standards and methods prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria; b) Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria. 29.6. After price-based evaluation, Vietsovpetro shall make and approve ranking list of bidders. The bidder ranked at the first position in the bidder's ranking list shall be eligible for the contract negotiation. Ranking of bidders shall be made as prescribed in the BDS. 29.7. In case bidding package is divided into independent parts and bidder is allowed bidding in each part prescribed in ITB 1.2, bid evaluation is carried out with those respective parts of the bidder as prescribed in Section 6, Chapter III – Bid Proposal Evaluation criteria. 29.8. Principle of Bid proposal's evaluation: a) Vietsovpetro evaluate directly based on the bid proposals submitted by the bidder. In case the information committed, declared in the Bid proposal is not truthful, leading to false results of evaluating Bid proposal of the bidder, bidder shall be considered to have committed fraudulent; b) In case there is inconsistency between information of similar contract and supporting documents proving information of such similar contract, Vietsovpetro request bidder to clarify the Bid proposal. In case the contracts declared, enclosed in the Bid proposal that not meeting the requirements of Invitation to Bid or the Bidder does not declare or incompletely declares the similar contracts, Vietsovpetro request the bidder to clarify and supplement the another contract to meet the requirements of the Invitation to Bid within an appropriate period of time but not less than 03 working days. In case the bidder does not have a contract met the requirements of the Invitation to Bid, the bidder shall be disqualified; d) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Vietsovpetro allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the Bidder shall be considered having committed fraudulent according to regulations in Clause 4, Article 16 of the Bidding

	Law and shall be subject to be handled according to regulations. đ) For the origin of the goods, in case there is any inconsistency between the declared information and attached documents, Vietsovpetro request clarification of the Bid proposal; e) For contents other than those mentioned in Points a, b, c and d of this Clause, in case there is inconsistency between the information in the original Bid proposal and the copy of the Bid proposal, the information in the original Bid proposal is the basis for review and evaluation; g) At the financial assessment step, in case the Bidder does not declare information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Vietsovpetro have a basis for calculating bid preferences, then Bidder will not receive the bid preferences.
30. Contract negotiation	30.1. Contract negotiation shall be based on the followings: a) Report on evaluation of the Bid Proposal; b) Bid Proposal and bidder's records of clarification of bidding package (if any); c) Invitation to Bid. 30.2. Rules of the contract negotiation: a) Contents of the bidding package that satisfy the requirements of the Invitation to Bid do not need to be negotiated; b) While evaluating Bid Proposal and negotiating contract, if scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared to the design documentation, Vietsovpetro will request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide to apply the approved estimated price for these scope of work / inadequate workloads or the price quoted by other bidders who have passed the technical evaluation if this quoted price is lower than the one approved in estimate; c) For negotiation over the deficient deviation value, in case the Bid Proposal has not provided respective quoted price for deficient deviation, the lowest quoted offer out of other Bid Proposals that passed the technical evaluation or unit price in approved estimated price if only one Bid Proposal that passes the technical evaluation shall be accepted to negotiate the deficient deviation. 30.3. Contents of contract negotiation: a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal or in the same Bid Proposal shall be negotiated to prevent any possible dispute or unexpected impact on the contractual obligations of contracting parties; b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations; c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package; d) Nonmaterial omissions specified in ITB 30; e) Other necessary issues. 30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions

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

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

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

Chapter II. BIDDING DATA SHEET

ITB 1.1	Name of employer: Vietsovpetro
ITB 1.2	Title of bidding package: **Provision of Jack Up Rig for NR-DM Field in 2026 (Bidding package No. DV-1296/26-KB)** Name of project: **Jack Up Rig for NR-DM Field in 2026** **Quantity and part number of parts in bidding package: 01 part** **Vietsovpetro will evaluation and selection following Whole package of services.** Technical requirement see Attachment 1 of PART IV. Technical Evaluation Criteria see Attachment 2 of PART IV.
ITB 1.3	Time for implementation of contract: **23.65 days**, from effective date of contract until starting date of warranty period (in Technical requirement – ITB).
ITB 3	Source of funding: Vietsovpetro's financial plan for production activities in the year 2026
ITB 5(d)	Competitiveness in the bidding must be ensured by following rules: - Bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with: Vietsovpetro, except in the case of: (i) The bidder is an affiliate or subsidiary of a state-owned corporation or group whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or group. (ii) The bidder is a parent company, subsidiary, or affiliate of a state-owned corporation or group whose main production and business lines are suitable for products and services under the bid package, and this bid package belongs to its subsidiary or affiliate. - The bidder do not either have a shareholding or equity contribution relationship with consultants or have a shareholding or equity contribution representing more than 20% of equity owned by a third party being an entity or a natural person, specifically as follows: + Consulting on preparation for technical design:___ [insert full name and address of consultants (if any)]; + Consulting on verification of bid price:___ [insert full name and address of consultants (if any)]; + Consulting on supervision of contract execution and inspection:___ [insert full name and address of consulting unit (if any)]; + Consulting on preparation for the BD:___ [insert full name and address of consultants (if any)]; + Consulting on appraisal of the BD:___ [insert full name and address of consultants (if any)]; + Consulting on evaluation BDBs:___ [insert full name and address of consultants (if any)]; + Consulting on appraisal of bidder selection results:___ [insert full name and address of the consultants (if any)]; + Project management consulting, contract management, other consulting

	services whose work is directly related to the bid package:___ [insert full name and address of the consultants (if any)]; - The bidder does not belong to the same agency or organization directly managing the consultants (mentioned above)*. - Public sector entities and employers, procuring entities that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - Public sector entities and enterprises that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - The ratio of shares, equity contributions between the parties is determined at the deadline for submission of bids and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value. In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula: $$\text{Ownership ratio} = \sum_{i=1}^{n} Xi \times Yi$$ Of which: Xi: Equity ownership ratio of other organizations and individuals in the i-th joint venture member; Yi: Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement; n: Number of members participating in the joint venture *Only evaluate this content for bidders that are public sector entities"
ITB 5(h)	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 **05 working days** before the Deadline for bid submission.
ITB 7.2	Requests for clarification should be received by Vietsovpetro no later than **05 working days** prior to the Deadline for bid submissions.

ITB 7.3	Pre-bidding conference: "no"
ITB 8	Cost of bidding: Interested bidders can buy Invitation to Bid with non-refundable cost of VND 500,000.00/set (in word: Five hundred thousand Vietnam Dong/set).
ITB 10.10	The Bidder shall submit the following additional documents in its bid proposal: Scope of services, scope and work and Technical Documentation as required Technical Requirement (Part 2 Chapter V: Scope of services, Scope of works and Technical documents in ITB).
ITB 12.1	Bidder is allowed to submit Technical alternative. The bidder is required to clearly state the **main offer** and the **alternative offer** in the bidding proposal. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.
ITB 13.2	The parts of bidding package: Following ITB 1.2
ITB 13.5	In the detailed price quotation table, bidder shall offer prices according to the following requirements: ***For services:*** The bidders offer prices as Tempate 2, Chapter IV – Bidding form. In the price quotation, bidders shall analyze the contents of components in the offered prices as follows: - The offered prices shall include costs of services – included but not limited to: supplying of Equipments, charges of mobilization / demobilization / installation for Equipments, charges of Personnel and charges for renting the Equipments to perform the services, …. - All rates and prices shall remain fixed for the duration of contract and shall not be subject to escalation or revision. - The bidding price of the bidder must include all the necessary costs to implement the tender package, including taxes, fees and charges (if any). Taxes, fees and charges are applied at the tax rates, fees and charges as stipulated at the time of 28 days prior to the bid closing time. ***Note for foreign bidders:*** *Vietsovpetro will calculate and add* ***FCWT 15.79%*** *into the offered price for comparison and evaluation.* - Offers should include the cost of accompanying technical services for the implementation of the bidding package.
ITB 17.1	The Bid proposal shall be valid for: ≥ **120 days** from the deadline for bid submission.
ITB 18.2	Contents of Bid Bond: The amount and currency of the Bid Bond shall be: ≥ **USD 16,500.00 or VND 433,059,000.00** **The Bid Bond shall be valid for ≥ 150 days** from the Deadline for Bid submission. The Bid Bond must be issued by a bank or a branch of foreign bank or a

	financial institution **which is legally operating in Vietnam** In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: (VND) 008.100.000001.1 (USD) 0081370000029 Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch
ITB 18.4	The Bid Bond of unsuccessful Bidders shall be returned or released in maximum 14 days from the date of Notification of Bidder selection Result.
ITB 19.1	The **Deadline for bid submission** is: Time: at **09h00** (local time) Date: **……/……/2026**
ITB 19.3	Bidders shall submit their Bid Proposals to: Recipients: Vietsovpetro Address: 105 Le Loi Str., Vung Tau Ward, Hochiminh City, S.R. Vietnam
ITB 19.4	Payment for Invitation to Bid shall be made by Telegraphic Transfer to the following Vietsovpetro's account: Account No. 008.100.000001.1 (VND) Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch Please indicate: Payment for Invitation to Bid – Package No. DV-1296/26-KB
ITB 20.1	In addition to original of Technical Proposal and Financial Proposal, the quantity of copies of Technical Proposal (as per required in Technical requirement). In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical alternative. ***Note:*** ***Quantity of Proposal:*** *+* ***Technical Proposal****: 01 original and 02 copies;* *+* ***Financial Proposal****: 01 original;* ***+ Soft copy:*** *01 USB included scanned Technical Proposal, Financial Proposal and native excel file of Financial Proposal;* *+* ***All of the Proposals shall be sealing and marking as requirement in Chapter I point 21***.
ITB 21.1	The Bid proposal shall be opened publicly at: Time: at **09h10** (local time) Date: **……/……/2026** at the following address: Vietsovpetro, 105 Le Loi Str., Vung Tau Ward, Hochiminh City, S.R. Vietnam
ITB 23.4	Bidders themselves can provide such evidence to the Procuring entity within _____days from the deadline for submission of bids *[Insert the maximum time the bidder is allowed to send additional documents to the procuring entity]*.

ITB 27.2	Total value of sub-contractor(s) shall not exceed: ___ % of total value of Bid proposal. Specialized sub-contractor: Not applicable.
ITB 28.2	Calculation of preferential treatment: *[In case of Lowest price method]: "*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."; *[In case of Evaluation price method]:* Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the Evaluation price of bidders for comparison and ranking".
ITB 29.1	Bid proposal evaluation methods: a. Evaluation of the bidder's capacity and experience: using Pass/Fail criteria b. Technical evaluation: *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 assessment price method **for Whole package** in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.*
ITB 31.5	Ranking of bidders: *the bidder who has the lowest assessment 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 by which scope of supply may be increased is: *Not applicable.* The maximum percentage by which scope of supply may be decreased is: *Not applicable.*
ITB 34.2	Additional purchase option: *Not applicable.*
ITB 38.2	Employer's address: 105 Le Loi Str., Vung Tau Ward, Hochiminh City, S.R. Vietnam, Tel: (84 254) 3 839 871, Fax: (84 254) 3 839 857
ITB 39	Address of organization, individual in charge of supervision: Mr. Vu Mai Khanh - General Director of Vietsovpetro 105 Le Loi Str., Vung Tau Ward, Hochiminh City, S.R. Vietnam Fax: 84-254-3839857

CHAPTER III: BID PROPOSAL EVALUATION CRITERIA

Section 1: Verification and evaluation the eligibility of Bid Proposal

1.1 Verification the Bid Proposal:

a) Verify the number of original and copies of the bid proposal;

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

c) Verify the consistency of contents between the original and copies for detailed evaluation process of bidding package.

1.2 Evaluation the eligibility of Bid Proposal

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

a) The Bidder submits the original of Bid proposal.

b) The Application for Bidding is signed and stamped (if any) by the legitimate representative of the bidder as required by Invitation to Bid. For consortium, the Application for Bidding is signed and stamped (if any) by the legitimate representatives of each member of the consortium or the authorized leader member of the consortium sign the Application for Bidding according to responsibilities in written agreement of consortium.

c) Bidding prices in Application for Bidding must be detailed, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in Summary of bidding price table. Bidders are required not to propose different bidding prices or conditions that put 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.

h) The bidder is eligible as stipulated ITB 5.

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

Section 2: Capacity and experience evaluation criteria

2.1 Capacity and experience evaluation criteria

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

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

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

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

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

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

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

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

Criteria on capacity and experience			Compliance Requirements			Documents
No.	**Description**	**Requirement**	**Single Entity**	**Consortium**		**Submission Requirements**
				All Members Combined	**Each Member**	
1	**Historical Contract Non-Performance**	From *01 January 2022*[(1)] to the Deadline for bid submission, non-performance of a contract did not occur due to Bidder's fault[(2)]	must meet requirement	not applicable	must meet requirement	Form 08
2	**Fulfill your tax obligations**	Has fulfilled tax obligations[(3)] of the latest fiscal year compared to the time of bid closing	must meet requirement	not applicable	must meet requirement	Commitment along with the Application for bidding
3	**Average Annual business activity Turnover (excluding VAT)**	Minimum average annual turnover (excluding VAT) of following value within the last **05**[(4)] **years:** **≥ USD 1,405,022.85 / VND 36,876,229,721.00** *(Incase Company of the Bidder established less than 05 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and devide to total number of years have activities)*	must meet requirement	must meet requirement	not applicable	Form 09
4	**Experience on implementing Contracts of supplying similar goods**	Participation in at least **01** contract as described hereunder that has been successfully or substantially completed[(6)] as main Bidder (individually or member of Consortium) or sub-contractor[(7)] within **the last 05 [(8)] years** (to the deadline for bid submission). The similar contract is: - Type of similar contract: supplying service for hiring of Jack up Rig, offshore services [(9)]	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 13

		- Size of similar contract (The minimum value of similar contract): ≥ **USD 325,373.71/ VND 8,539,758,462.00** (10) - Completion level of similar contract: the contract must be completed up to **80%** of the contract value. - Time of contract completion: the time of delivery / acceptance of the entire contract, regardless of the time of signing the contract.				

Note:

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

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

- The contract for providing non-consulting services was concluded by the Employer to be non-performance and it is not challenged by the bidder;

- The contract for providing non-consulting services was concluded by the Employer to be non-performance, it is challenged by the bidder, but was concluded by the arbitrator or court in a direction unfavorable to the bidder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9), (10) Similar contracts:

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

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

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

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

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

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

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

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

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

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

For non-consulting package with a cyclical nature of work over the years leading to a prolonged contract implementation period, the value of a similar contract is determined at approximately 30% of the value of the work calculated over 1 cycle (1 year) without calculating the total value of the package over the years. In this case, the assessment of the size and nature of similar contracts is also considered according to a corresponding cycle (1 year).

For example: The package under consideration is to hire a building cleaning service for 03 years with a value of 3,000,000,000 VND, BD can request the value of a similar contract in 01 cycle (01 year) of 300,000,000 VND. Bidder X has a 48-month building cleaning contract with Employer A with a value of 8,800,000,000 VND (in progress, not completed, not liquidated), but up to the time of bidding, bidder X has performed for 15 months, in which the value of the work accepted in the first 12 months is 660,000,000 VND, bidder X is evaluated as meeting the requirements for similar contract value of this package.

Table No. X

Evaluation criteria for capacity and experience

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

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

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

Note:

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

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

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

a) Requirements on key personnel:

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

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

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

Table 02: Key personnel

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

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

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

Table 03: Main equipment

Seq.	Equipment / Descriptions	Minimum quantity required
1	The MODU with the requirement as per specified in FORM No.19 - MODU OWNER'S LETTER OF AUTHORIZATION	

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

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

Any Bid Proposal achieving a Total Technical Score at Level 1 of less than 80% shall be rejected and shall not be considered for any subsequent evaluation.

Section 4: Price evaluation criteria

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

Step 1: Determination of bid price after rectification of errors, adjustment of deviations, discount deduction (if any);

As per Appendix-3 Schedule of Rates and Prices, Form No.05-Bidding prices of ITB.

For determination of Bidding Price, the following coefficient to be applied (with an estimated Zero Rate time equals to 0.84% of Total estimated number of days) refer to:

- Number of Operating Days (T_{Op}): Total Estimated Number of Days *67.32%
- Number of Standby Days (T_{Sb}): Total Estimated Number of Days *31.40%
- Number of Repair Days (T_{Rp}): Total Estimated Number of Days *0.44%

The Total Estimated Number of Days of Rig Hire: **23.65 days**

Bidding Price (G) = Mobilization Fee + Demobilization Fee

$$+ \textit{Operating Rate} * T_{Op} + \textit{Standby Rate} * T_{Sb} + \textit{Repair Rate} * T_{Rp}$$

Step 2: Determination of bid preferential treatment:

The bidder denotes the added value for those who are not granted bid preferential treatment as stipulated bellows: Δ_{PR} = (G x 7.5%).

Step 3: Ranking of bidders: the bid proposal with the *Lowest Bidding Price*, discount deduction (if any), after preferential treatment (if any) 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), if there is no respective unit price in the Bid proposal with deficient deviation, the adjustment of deviation will be as follows:

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

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

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

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

Section 5: Technical alternative *(If applied)*

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

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

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

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

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

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

For the proposal of goods originating from countries affected by armed conflict, in state of war, sanctioned or embargoed, and the importation of the those may be 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.	Form name	Form No.	Content
1	APPLICATION FOR BIDDING	Form No. 1	
2	POWER OF ATTORNEY	Form No. 2	Only applicable in case the legal representative of the authorized contractor in the bidding
3	CONSORTIUM/ JOINT BIDDER AGREEMENT	Form No. 3	Only applicable in the case of a consortium bidder participating in the bid
4	GUARANTEE FOR BID PARTICIPATION	Form No. 4(a)	Applied for independent bidder submit bid bond in form of bank guarantee
		Form No. 4(b)	Applied for consortium bidders submit bid bond in form of bank guarantee
		Form No. 4(c)	Deposit
5	BIDDING PRICE SCHEDULE OF SERVICES	Form No. 5	
6	BIDDER'S INFORMATION FORM	Form No. 6(a)	
	INFORMATION FORM FOR CONSORTIUM BIDDER's MEMBERS	Form No. 6(b)	Only applied for consortium bidders
7	LIST OF COMPANIES TO PERFORM THE WORK OF BIDDING PACKAGE	Form No. 7	Only applicable in case the bidder is the parent company
8	HISTORICAL CONTRACT NON-PERFORMANCE	Form No. 8	
9	BIDDER'S HISTORICAL FINANCIAL PERFORMANCE	Form No. 9	
10	AVERAGE ANNUAL TURNOVER	Form No. 10	Only applicable when stated in ITB
11	FINANCIAL RESOURCES	Form No. 11	Only applicable when stated in ITB
12	MONTHLY FINANCIAL RESOURCES REQUIRED FOR EACH CONTRACTS IN PROGRESS	Form No. 12	Only applicable when stated in ITB
13	SIMILAR CONTRACT PERFORMED BY BIDDER	Form No. 13	

No.	Form name	Form No.	Content
14	PROPOSED KEY PERSONEL	Form No. 14	Only applicable when stated in ITB
15	PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL	Form No. 15 (a)	Only applicable when stated in ITB
	PROFESSIONAL EXPERIENCE	Form No. 15 (b)	Only applicable when stated in ITB
16	LIST OF EQUIPMENT	Form No. 16	Only applicable when stated in ITB
17	SCOPE OF WORK USING SUB-CONTRACTORS	Form No. 17(a)	Only applicable when using sub-contrators
	LIST OF SPECIALIZED SUB-CONTRACTORS	Form No. 17(b)	Only applicable when SPECIALIZED SUB-CONTRACTORS IS ALLOWED as stated in ITB
	LIST OF SUBSIDIARIES TO PERFORM THE WORK OF BIDDING PACKAGE	Form No. 17(c)	
18	BIDDER'S EXPERIENCE AND CAPABILITY IN PROVISION OF MODU	Form No. 18	
19	MODU OWNER'S LETTER OF AUTHORIZATION	Form No. 19	
20	OTHER INFORMATION TO BE SUBMITTED BY BIDDER	Form No. 20	
21	QUALIFICATIONS	Form No. 21	
22	SUMMARY OF BIDDER'S BID	Form No. 22	
23	SOLUTIONS AND METHODOLOGY PROPOSED BY THE BIDDER TO PROVIDE NON-CONSULTING SERVICES	Form No. 23	

Form No. 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 40 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 3.

Form No. 02

POWER OF ATTORNEY [1]

Date _____/ _____ /20_____, at _____ *[name of place]*
I_____(*Insert Name, ID/passport number, position of Legitimate representative of the bidder*), Legitimate representative of _____(insert the bidder name) at _____(insert address of bidder), to issue this Power of Attorney to:
Mr/Mrs. _____
ID/Passport number _____
Position _____

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

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

The Attorney shall perform the acts within the scope of Power of Attorney as the legitimate representative of _____*[name of bidder]*.

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

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

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

Note:

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

[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 No. 03

CONSORTIUM / JOINT BIDDER AGREEMENT [1]

_____, day ___month ___year _____

Bidding package: _____ [*name of bidding package*]

Under the project: _____ [*name of project*]

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

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

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

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

Power of Attorney No.____ date___ month ___ year _____(*in case of authorization*).

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

Article 1. General principles

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

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

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

Article 2. Assignment of 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;

- Sign all documents, correspondences to Vietsovpetro during the bidding process, including the written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written requests to withdraw, modify or substitute the bid proposal;

- Performing Bid Bond on behalf of Consortium;

- Participating in the process of negotiation and finalization of the Contract;
- Performing Performance Bond for the entire Consortium in case the Consortium wins the bid;

- Signing the Bidder's arising claims (if any);
- Performing all obligations of the Consortium which are not specified in the Table of Responsibility between the Consortium members in item 2 as follows;

- Performing other works except for signing Contract _____ [specify the detail content of other jobs (if any)].

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

No.	**Name**	**Content of assigned work**	**Respective percentage to total bidding price**	**Amount by percentage to total bidding price**
(1)	*(2)*	*(3)*	*(4)*	*(5)*
1	Name of the first member (Leader of the Consortium)	- Work 1:_____ - 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 *[PIC insert name Vietsovpetro or others block]* is as follows:

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

- Each member of the Consortium shall issue a Legal Invoice in accordance with the amount of the work performed by such Consortium member pursuant to the progress of each payment specified in the Contract

Article 3. Validity of Consortium Agreement

1. This Consortium Agreement valid from its signing date.

2. This Consortium Agreement shall be determined to be invalid in the following cases:

- In case the Consortium wins the bid, this Consortium Agreement is an integral part of the contract signed with the Vietsovpetro and shall only be terminated when the parties fulfill their responsibilities and obligations and complete the liquidation of the contract;

- The parties agree to terminate;

- The Consortium does not win the bid;

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

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

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER
[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBERS
[Full name of each member, title, signature and stamp]

Note:

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

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

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

Form No. 04 (a)

GUARANTEE FOR BID PARTICIPATION [1]

(BID BOND)

(This form for independent bidder)

Beneficiary: VIETSOVPETRO

105 LE LOI STR, VUNGTAU WARD, HCM 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 35.1;

3. Bidder fails or refuses to conduct contract negotiations within 05 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;

4. Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure;

5. Bidder does not conduct performance bond in accordance with ITB 43;

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

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

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

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

Legal representative of Bank
[name, position, signature and stamp]

Note:

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

Form No. 04 (b)

GUARANTEE FOR BID PARTICIPATION [1]

(BID BOND)[1]

(This form for consortium bidders)

Beneficiary: VIETSOVPETRO

105 LE LOI STR, VUNGTAU WARD, HCM 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 35.1;
3) Bidder fails or refuses to conduct contract negotiations within 05 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
4) Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure;
5) Bidder does not conduct performance bond in accordance with ITB 40.

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

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

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

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

Legal representative of Bank

[name, position, signature and stamp]

Note:

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

[2] Bidders' name can be one of following cases:

- Name of consortium participates in bid, for instance consortium bidder A + B parti cipates 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 n ame of bidder shall be written as "Bidder B (for the behalf of bidder B and C)";

- Name of consortium's member perform separate the bid security;

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

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

Form No. 04 (c)

GUARANTEE FOR BID PARTICIPATION

(DEPOSIT)

Date: ……. (*Date of signing application for bidding*)

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

Name of project: …… (*Name project*)

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

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

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

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

   Beneficiary's name: Vietsovpetro

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

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Form No. 05

BIDDING PRICE SCHEDULE OF SERVICES

1. Charter rates

No	Descriptions	Unit	Q'ty	Unit price (USD)
(1)	*(2)*	*(3)*	*(4)*	*(5)*
1	Operating rate	USD/day	1	
2	Standby rate	USD/day	1	
3	Repair rate	USD/day	1	
4	Force Majeur rate	USD/day	1	
5	Mobilisation Fee	Lot	1	
6	Demobilisation Fee	Lot	1	

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

Note:

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

Columns (5): quoted by the Bidder. The Bidder inserts unit price and amount of each service. The Bidder must calculate and include expenses associated with duties, taxes and fees (if any).

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

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

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

For foreign bidders:

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract outside BUYER's country and Personal income tax (PIT) arisen inside BUYER's country. The Bidding price does not include Foreign contractor withholding tax (FCWT) for service and GOODS in Vietnam. Vietsovpetro will calculate and add FCWT 15.79% into the offered price for comparison and evaluation.
For imported material / equipment (if any), the delivery term is CFR Vietsovpetro port, Vungtau Ward, Hochiminh City, S.R Vietnam, Incoterm 2010.

For Vietnamese bidders (for Block 09-1):

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

For imported material / equipment (if any):

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

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item
1	.....				
2	.....				
	.....				
	...				
	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. ***<u>Note:</u>*** ***- Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached).*** ***- Request to breakdown value for each line item and for all items in Scope of services.***				

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

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

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

For Vietnamese bidders (for other Blocks):

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

For imported material / equipment (if any):

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

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

	Import tax			
	VAT			
	Total bidding price including all taxes:			

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

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

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

Form No. 06 (a)

BIDDER'S INFORMATION FORM

Date: _____

NCB No. and title:_____

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

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

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

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

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

Bidder's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Form No. 06 (b)

INFORMATION FORM FOR CONSORTIUM BIDDER's MEMBERS[1]

Date:_____

Bid package No. and titles:____

Consortium Bidder's name:

Consortium member's name:

Consortium member's country of registration:

Consortium member's year of foundation:

Consortium member's legal address in country of registration:

Consortium member's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

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

Form No. 07

LIST OF COMPANIES TO PERFORM THE WORK OF BIDDING PACKAGE [1]

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Ghi chú:

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

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

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

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

Form No. 08

HISTORICAL CONTRACT NON-PERFORMANCE[1]

Bidder's name:_____

Date:_____

Consortium partner's name (if any):_____

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

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

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

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

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

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

Form No. 09

BIDDER'S HISTORICAL FINANCIAL PERFORMANCE[1]

Bidder's name:_____
Date:_____
Name of Consortium member (if any):_____

	Financial Data for Previous 05 Years[2] [VND]		
	Year 01	Year	Year 05
Information from balance sheet			
Total assets			
Total liabilities			
Net worth			
Current assets			
Current liabilities			
Working capital			

Information from Income Statement

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

Attached are copies of financial statements (balance sheets, including all related notes and income statements) for the last three 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
(Specify name, title, sign and stamp)

Note:

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

[2], [4] The period stated here should be the same as the period indicated under Criterion 2.1of Chapter III (Bid Evaluation Criteria).
[3] To determine average annual turnover from business activities, the Bidder will divide total turnover from business activities in years to number of years based on supplied information.

Form No. 10

AVERAGE ANNUAL TURNOVER [(1)]

(Not applicable)

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

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

Contractor's annual revenue figures for the most recent ___year	
Year	**Amount (VND)**
Contractor's average annual revenue[(3)]	

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

(1) In case of a joint venture contractor, each member of the joint venture contractor must write in this Form.

(2) The bid solicitor needs to record the deadline described in the Table of evaluation standards for capacity and experience in Section 2, Chapter III - Bid evaluation standards.

(3) To determine the average annual revenue, the contractor will divide the total revenue of the years by the number of years based on the information provided.

Form No. 11
(Not applicable)

FINANCIAL RESOURCES[1]

Specify the expected financial resources, such as liquid assets[2], credit limit and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form 16 in this Chapter

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

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

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

FR = TSFB - RRFC

With:

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

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

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

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

Form No. 12

(Not applicable)

MONTHLY FINANCIAL RESOURCES REQUIRED FOR EACH CONTRACTS[1] IN PROGRESS

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

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

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

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

Form No. 13

SIMILAR CONTRACT PERFORMED BY BIDDER[1]

Date __ month __ year __

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

Descriptions of each contract should contain following information:

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

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

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

Form No. 14

PROPOSED KEY PERSONEL

- For each job proposed at this Form, the Bidder must declare detailed information in accordance with Form 10 and Form 11 of this Chapter.

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

1	Job position *[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

(Specify name, title, sign and stamp)

Form No. 15 (a)

(Not applicable)

PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

The Bidder must supply all required information below and attach 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

(Specify name, title, sign and stamp)

Form No. 15 (b)

(Not applicable)

PROFESSIONAL EXPERIENCE

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

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Form No. 16

(Not applicable)

LIST OF EQUIPMENT

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

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

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

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

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

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Form No. 17 (a)

(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

(Specify name, title, sign and stamp)

Note:

[1] Applying this form in case of using sub-contractors.
[2] Bidder specifies the sub-contractor's names. In case at the moment at participating in bid, the sub-contractors yet have not been identified, bidders do not have to provide information in this column, but it should be declared in the column "Scope of work". After that, if bidder is being successful, since the sub-contractors mobilized for implementing the work have to be approved by the Vietsovpetro.
[3] Bidder specifies name and work description for the sub-contractor.
[4] Bidder specifies the scope of work for the sub-contractor.
[5] Bidder specifies the value of work percentage which the sub-contractor undertakes compared to the bidding price.
[6] Bidder specifies the contracts number or agreement documents, the bidder should submit the original or notarized copy of these documents.

Form No. 17 (b)

(Not applicable)

LIST OF SPECIALIZED SUB-CONTRACTORS[1]

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

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

[1] Applying this form in case of using sub-contractor.
[2] Bidder specifies the specialized sub-contractor's name.
[3] Vietsovpetro specifies names and works description that are implemented by the specialized sub-contractor.
[4] Bidder specifies the scope of work assigned to the specialized sub-contractor.
[5] Bidder specifies the value of work in percentage which the specialized sub-contractor undertakes to perform, compared to the bidding price.
[6] Bidder specifies the contract numbers or agreement documents, the bidder should submit the original or notarized copy of these documents.

Form No. 17 (c)

(Not applicable)

LIST OF SUBSIDIARIES TO PERFORM THE WORK OF BIDDING PACKAGE

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

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Remarks:

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

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

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

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

Form No. 18

BIDDER'S EXPERIENCE AND CAPABILITY IN PROVISION OF MODU

- BIDDER's worldwide rig fleet (including BIDDER's South East Asia rig fleet): Rig name, Year of Build, Rig design, Classification, Last modification/upgrade, etc.
- Safety performance history for proposed MODU and CONTRACTOR's fleet over the last five years.
- BIDDER's experiences in environmentally sensitive areas.
- BIDDER's experiences in simultaneous drilling and production activities.
- Preventative Maintenance Scheme (PMS) (OPERATOR will request access to these records during initial rig inspection).
- Warehouse stock levels on proposed MODU and onshore.

Form No.19

MODU OWNER'S LETTER OF AUTHORIZATION

BIDDER is to provide evident or confirmation stated that the MODU for this Bid is under possession of BIDDER.
In case BIDDER is not the Owner of the proposed MODU(s) then BIDDER is to submit with its Bid the Power of Attorney of the MODU Owner authorizing BIDDER to bid the MODU to OPERATOR or attach to this Bid the original Agreement signed by MODU's owner and BIDDER. The Agreement is clearly to indicate that the consent of MODU's owner for BIDDER to use its MODU (name of the proposed MODU) for this Bid and for performance of the OPERATOR's drilling operation if OPERATOR award the CONTRACT to BIDDER, in any case BIDDER is responsible for any legal matter related to such proposed MODU(s).

FORM No.20

OTHER INFORMATION TO BE SUBMITTED BY BIDDER

NOTE: If BIDDER offers more than one MODU, for the purpose of easy reference, BIDDER is required to provide separate Section 4, Appendix 4.10 - Other Information to be submitted by BIDDER for each MODU.

BIDDER shall supply the following information for the purpose of Bid Evaluation:

1. Present location of the proposed MODU.

2. Present function of the proposed MODU and commitments.

3. If the proposed MODU is stacked, then BIDDER is to supply details as follows:

(a) Hot or cold stacked and mode of stacking.

(b) Number and designation of personnel on board during this period.

(c) Period stacked.

4. Chronological breakdown of the proposed MODU's operations over the last 10 years.

(a) Operator's name.

(b) Operator’s contact name and phone/fax number.

(c) Location.

(d) Type and quantity of wells drilled.

(e) Environmental protection involvement.

5. Information of the MODU required in attached hereto form "Minimum Information to be filled in by BIDDER" as a minimum but not limited to, shall be submitted by BIDDER as mandatory to assist in Bidding Process.

NOTE: **If BIDDER offers more than one MODU, for the purpose of easy reference, BIDDER is required to provide this form for each MODU.**

MINIMUM INFORMATION TO BE FILLED IN BY BIDDER FOR PROVISION OF MODU

Rig Name: _____

No.	CRITERIA	DESCRIPTION / SPECIFICATION	REMARK
1	MODU Availability		
2.	Certifications	1. Classification Certificate 2. Annual Survey Endorsement 3. Survey Status Report.	Latest version
2	Mobilization Plan		
3	Operational conditions: - Max. wave height (ft): - Max. wave period (ft): - Max. wind velocity (knot): - Max. current velocity (knot): - Max. heave (double amplitude) (ft) - Max. pitch (double amplitude) (degree): - Max. roll (double amplitude) (degree):		
4	Survival conditions: - Max. wave height (ft): - Max. wave period (ft):		

No.	CRITERIA	DESCRIPTION / SPECIFICATION	REMARK
	- Max. wind velocity (knot): - Max. current velocity (knot): - Max. heave (double amplitude) (ft) - Max. pitch (double amplitude) (degree): - Max. roll (double amplitude) (degree):		
5	Jacking Condition	- The maximum wave height at which the rig can engage or disengage the seafloor with the rig's legs. (for the final positioning and the demobilization) – with evidence from MOM.	
6	Maximum VDL (Kips)		
7	Usable deck area	- Usable deck area (in m2) (with drawing)	
8	Cantilever Load	- Provide the Cantilever Load Chart	
9	Anchor System Anchor winches: - Quantity: - Make/model - Type (electric/hydraulic/diesel) - Motors per winch - Motor make/type - Total HP per winch - Rate pull (lbs) - Test load (lbs)		

No.	CRITERIA	DESCRIPTION / SPECIFICATION	REMARK
	Anchors: - Make & type: - Number: - Weight (lbs): - Certification Anchor chain/wireline: - Number: - Size & type: - Diameter (inch) - Useful length (ft) - Breaking strength (lbs) - Testing load (lbs) - Max. operating tension (lbs) - Certification		
10	Supply vessel mooring line and Bulk Hoses	1. MODU shall have two mooring lines at starboard side and two mooring lines at port side. A minimum of two mooring line spares to be onboard the MODU at all times □ Yes □ No 2. MODU shall have a full set of supply hose (cement, barite, water and fuel) with the length of 250ft at starboard side and such a full set at port side. A minimum of two spare (for cement, barite, water and fuel) shall be kept on board the MODU at all times. □ Yes □ No	
11	Helicopter deck capability	□ Mi-17 or MI-8 IMO 13.2.2 □ Super Puma	
12	Bulk Barite & Bentonite (m3)		

No.	CRITERIA	DESCRIPTION / SPECIFICATION	REMARK
13	Mud Pit Capacity (m3)		
14	Bulk Cement (m3/ton)		
15	Drill Water Capacity (m3)		
16	Fuel Capacity (m3)		
17	Crane	- Number of cranes (Port side/ Starboard side/ Aft Side): - Provide Crane load chart for each crane. - Condition of crane: date of last overhaul/fully serviced.(with evidence)	
18	Power supply system	- Diesel Engines (qty, make/type, max. continuous power) - Generators (qty, make/type, max. continuous power) - Remaining operating hours until next overhaul for each main engine. - Does the rig equipped with power meters and fuel meters for each gen-set ? □ Yes □ No	
19	Accommodation (beds)		
20	Drawworks	- Make/type - Rated (HP) continuous - Rated (HP) intermittent - Motors (qty, make/type & HP each) - Date of last overhaul/fully serviced (provided with certifications, survey reports or PM history)	

No.	CRITERIA	DESCRIPTION / SPECIFICATION	REMARK
21	TDS System: Max. continuous torque/ Speed	- Make/type (electric or hydraulic) - Max. HP (continuous/intermittent) - Max. torque (continuous/intermittent) - Number of speed gear box (one speed or two speeds) - Date of last overhaul/fully serviced (provided with certifications, survey reports or PM history)	
22	Iron Roughneck (make/type, size range, Min. OD & Max.OD)		
23	Mud Pumps (quantity, make/type/model, Rated continuous HP)	- quantity, make/type/model, Rated continuous HP - Date of last overhaul/fully serviced (provided with certifications, survey reports or PM history)	
24	Solids Control Equipment	- Shale shakers (scalpers), gpm - Shaleshakers, pgpm - Degaser, gm	
25	Hydraulic power unit	Specification of HPU	
23	BOP, Riser, Subsea Equipment and Control - Diverter - Wellhead connector - Ram preventers - Bag preventer		
24	Burner Boom		

No.	CRITERIA	DESCRIPTION / SPECIFICATION	REMARK
	- Kingpost for installation of 65-90ft long burner boom.		
25	Casing Handling Equipment - Casing Tong c/w Jaws for 5-1/2", 7", 7-5/8", 9-5/8", 11-3/4", 13-3/8", 20" - Power Tong c/w Jaws for 5-1/2", 7", 7-5/8", 9-5/8", 11-3/4", 13-3/8", 20" OD casing & torque indicator - Power Tong c/w Jaws for 2-7/8 - 4-1/2" OD tubing - Power unit for Tongs - Slip type elevator/spiders c/w slip for casing of 13-3/8", 11-3/4", 9-5/8", 7-5/8", 7", 5-1/2". - Side door casing elevator (150mt for 20" csg, 250mt for 13-3/8" csg, 250mt for 9-5/8" csg, 150mt for 7" csg - Single Joint Casing Elevator for 5-1/2", 7", 7-5/8", 9-5/8", 11-3/4", 13-3/8", 20" - Casing Slip for 20", 13-3/8", 9-5/8", 7-5/8", 7", 5-1/2". - Tubing Slip for 4 1/2", 3-1/2". - API Casing Drifts for 5-1/2", 7", 7-5/8", 9-5/8", 11-3/4", 13-3/8", 20" - Clamp-on type casing protector for 5-1/2", 7", 7-5/8", 9-5/8", 11-3/4", 13-3/8", 20"		

No.	CRITERIA	DESCRIPTION / SPECIFICATION	REMARK
	- Casing scrapers 5-1/2", 7", 7-5/8", 9-5/8", 11-3/4", 13-3/8", 20".		
26	Drill String (availability on rig, quantity) - 5" 19.5# S-135 Drill pipe 4-1/2 IF conns: 6000 m - 5" 49# heavy weight drill pipe: 30 ea - 3-1/2" 18.2# HWDP, 3 ½ IF conn: 15ea - 3-1/2" 13.3# G or S Drill pipe 3-1/2 IF conns: 3000 m - 2-7/8" 10.4# G or Drill pipe, If connection: 2500 m - 9-1/2" Drill collar 7-5/8 Reg: 10 ea - 8" Drill collar 6-5/8 Reg: 24 ea - 6-1/2" Drill collar 4IF or 4-1/2IF: 28 ea - 4-3/4" Drill collar 3-1/2IF: 30 ea - 5" Pup joints 5", 15", 19.5# S-135: 1 ea - 3-1/2" Pup Joints 5", 13.3 G or S, 15": 1 ea - 8" short steel drill collar, 6-5/8 reg, 10ft long: 1 ea - 8" short steel drill collar, 6-5/8 reg, 15ft long: 1 ea - 6" short steel drill collar, 4IF 0r 4-1/2IF, 10ft long: 2 ea		

<table>
<tr><th>No.</th><th>CRITERIA</th><th>DESCRIPTION / SPECIFICATION</th><th>REMARK</th></tr>
<tr><td>27</td><td>Fishing tools</td><td></td><td></td></tr>
<tr><td>28</td><td>Personnel:</td><td>- Rig Manager: name, nationality, experience on position
- Senior Toolpusher: name, nationality, experience on position
- Toolpusher / Tourpusher: name, nationality, experience on position
- Chief Electric: name, nationality, experience on position
- Chief Mechanic: name, nationality, experience on position
- Barge Captain: name, nationality, experience on position
- Driller: name, nationality, experience on position
- Assistant Driller: name, nationality, experience on position</td><td></td></tr>
<tr><td>29</td><td>Local experience</td><td></td><td></td></tr>
<tr><td>30</td><td>Fuel consumption</td><td><table>
<tr><th>No.</th><th>Descriptions</th><th>Average of fuel oil consumption</th></tr>
<tr><td>1</td><td>For Operating days</td><td>…m3/day</td></tr>
<tr><td>2</td><td>For Standby days</td><td>…m3/day</td></tr>
<tr><td>3</td><td>For Repair days</td><td>…m3/day</td></tr>
</table></td><td></td></tr>
</table>

FORM No.21

QUALIFICATIONS

NOTE:

1. All requirements in item 1.1 – Minimum requirement for the MODU (Chapter 3 – Minimum Specification, PART 2 - Scope of Work are prerequisite. Any rig which which does not meet one of these requirements is subject to disqualification.

2. If BIDDER offers more than one MODU, for the purpose of easy reference, BIDDER is required to provide separate Section 4 - Appendix 11 - Qualifications for each MODU.

1.1. BIDDER shall fill in the following table and state below whether any qualifications to the ITB have been made in its Bid and shall give full details of each qualification.

1.2. Statements of BIDDER with regard to the qualifications shall be as follows (to delete a)* or b)* where not applicable):

a)* We make no qualification to this ITB

b)* This Bid is made subject to the qualifications listed below:

No.	**ITB Ref./Section**	**Proposed Qualifications**	**Reasons for Qualifications**	**Effect on Price**
1	BIDDER to specify	<To facilitate OPERATOR's reference, BIDDER is required to extract such ITB wordings here and put markup track changes for its proposed qualifications>	BIDDER to specify	BIDDER to specify
2				
3				
4				
Etc.				

Notes: One USB containing this ITB is attached hereto for BIDDER's reference and preparation of its Bid.

FORM No.22

SUMMARY OF BIDDER'S BID

NOTE:

If BIDDER offers more than one MODU, for the purpose of easy reference, BIDDER is required to provide Summary of BIDDER's Bid for each MODU

BIDDER shall fill the following table for each of its proposed MODU:
SUMMARY OF MAJOR INFORMATION OF BID

No.	Description	Information
1	No. of original and copies of Bid	
2	USB	
3	Bid signed by (Name and Title)	
4	Validity Duration of Bid	
5	Value and Validity Duration of Bid Bond	
6	Name of the MODU	
7	Owner of the MODU	
8	Availability of the MODU	
9	MODU Current Location	

FORM No. 23

(Not applicable)

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

FOR PERFORMANCE OF SERVICES

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

1. Solution and methodology;

2. Execution plan;

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

PART 2. SCOPE OF WORK REQUIREMENTS

Chapter V. Scope of Supply

(Refers to Attachment 01 in Part 4)

PART 2 - APPENDIX 1
MODU AVAILABILITY & MOBILIZATION PLAN

NOTE: If BIDDER offers more than one MODU, for the purpose of easy reference, BIDDER is required to provide separate this Section for each MODU.

BIDDER shall provide the proposed MODU availability & mobilization plan, which shall be incorporated in Appendix 6 of the CONTRACT. It must include the following:

1. The schedule from the EFFECTIVE DATE of the CONTRACT until arrival of the MODU at the location designated by OPERATOR for drilling or workover operations.

2. The program and route to the location. The program shall include any major modifications, upgrades, repairs, refurbishment and inspection compliance.

3. BIDDER shall be aware of the its financial responsibility for mobilizing the MODU as further detailed in this ITB.

PART 2 - APPENDIX 2
MODU SPECIFICATIONS & EQUIPMENT

NOTE: If BIDDER offers more than one MODU, for the purpose of easy reference, BIDDER is required to provide separate this Appendix for each MODU.

1. Bidder shall complete the following list of equipment which will be incorporated in Appendix 4 of the Contract documents. Bidder shall adhere strictly to the format given.

2. The Equipment listed in this Appendix shall include all the Equipment required for the Work and must meet the minimum specifications given in the Scope of Work.

3. Bidder shall also provide suitable overall descriptions of the MODU and sufficient plans and section drawings to allow appreciation by Operator including but not limited to:

a) General Arrangement

b) MODU floor layout

c) Storage and machinery areas

d) Crane access capabilities around the MODU

e) Accommodation layout

f) BOP stack

g) Choke and kill manifold

h) Standpipe manifold

i) High pressure mud system

j) Low pressure mud system

k) Mud tank and piping arrangement

l) Hazardous area layout

SPECIFICATIONS OF THE MODU

SectionDescription

A Classification and Certification

B Operational Constraints

C Major Dimensions

D Storage Capacities

E Communication Equipment

F Navigational, Meteorological and Oceanographic Equipment

G Helicopter Facilities

H Material Handling Equipment

I Power Equipment

J Compressed Air System

K Water Distillation System

L Accommodation

M Fire and Safety Equipment

N Medical Equipment and Facilities

O Drilling Equipment

SECTION A - CLASSIFICATION AND CERTIFICATION

A1. Name:

MODU Type and Class:

Owner:

Country of Registration:

Designer:

Builder and Date of Construction, Yard:

Date of Last Refit:

A2. Certification:

Classification Society:

Class Notation

Last Survey:

Expiry Dates:

ABS Certification:

UK, DOE Certification:

DNV Certification:

NMD Certificate of Compliance:

Lloyds Certification:

International Oil Pollution Prevention:

Certificate:

Certificate of Financial Responsibility:

Vessel / Aircraft Radio Station License:

SECTION B - OPERATIONAL CONSTRAINTS

B1. Moving Recommendations

B1.1. Ocean move

Number of tugs :

Total HP required :

Bollard pull required for towing :

Average towing speed:

Normal draft :

Fuel consumption (estimated):

Maximum variable loads :

B1.2. Field move

Number of tugs :

Total HP required :

Bollard pull required for towing :

Average towing speed:

Normal draft :

Fuel consumption (estimated):

Maximum variable loads :

B2. Design Criteria

B2.1. Operational Characteristics

Water depth

- minimum :
- maximum (as equipped) :

Drilling (operating) draft :

Drilling draft wave clearance :

Transit draft :

Severe storm survival draft :

Severe storm wave clearance :

B2.2. Limits of Service

Drilling depth capacity

with standard 5" drilling string :

Survival condition

Draft :

Wind :

Current :

Maximum wave clearance :

Displacement

Lightship displacement :

Drilling displacement (dampers open):

(dampers closed) :

Transit displacement

(21 ft draft & dampers open) :

(21 ft draft & dampers closed) :

Response Performances

Pitch and roll (deg/m) vs wave period:

Heave response (m/m) vs wave period:

Heave natural period :

Pitch natural period :

Roll natural period :

B3. Load Capacities

B3.1. Variable deck load capacities

On drilling conditions (dampers closed):

On drilling conditions (dampers open):

On moving conditions:

On moving conditions (dampers closed):

On severe storm conditions (dampers closed):

On severe storm conditions (dampers open):

B3.2. Drilling Loads

Maximum hook load :

Maximum set back load :

Maximum rotary load :

B3.3. Deck loading

On main upper deck :

On second deck :

B4. Barge and Auxiliary Equipment

B4.1. Anchoring System/ Mooring Gear

Mooring, Anchoring Equipment Winches / Windlasses

Make and type:

Powered by :

Hauling capacity

- low gear :

- high gear :

Brakes make and type:

Brakes holding capacity :

Brakes powered by :

Energy release system:

Drum capacity:

Chain locker capacity :

Deluge (Sprinkler) system installed:

Dynamic brakes :

Anchor chain / Wireline

Size and type :

Weight / foot :

Certification :

Length:

Number :

Breaking strength :

Testing load :

Max operating tension:

Standard Anchor Pattern (clockwise)

Line #

Degrees

Fair leads distance below sea level @ 55ft draft

Rotation

Anchors

Make and type:

Number :

Weight:

Certification :

Piggybacks

Number available :

Weight of anchors :

Type :

Chain Chaser

Number available :

Wire length, size :

Certification :

Pendant lines

Number :

Wire size specs :

Anchor buoys

Make and type:

Number :

Size :

Weight:

Fairleads

Number :

Make and type:

Operating angle range:

Control cabins

Number :

Tension measuring :

Chain length measuring :

Other remote controls :

B4.2. Propulsion assistance

Make and type:

Power/specifications :

Self propelled unit :

SECTION C: MAJOR DIMENSIONS

C1. Lower (Subsea) Hull

Number :

Length (overall) :

Height :

Width (each) :

Overall width :

Separation between pontoons :

C2. Stabilizing Columns

Number :

Height :

Diameter :

Number :

Diameter :

C3. Main (Upper) Hull

Upper deck length :

Upper deck width :

Height :

Usable area :

Height from RKB to bottom main hull:

C4. Moon Pool

Length :

Width :

Height (from deck to bottom main hull):

C5. Deck space

Pipe Deck :

Mezzanine Deck :

Port Main Deck :

Starboard Main Deck :

Stern of the rig :

Helideck :

SECTION D: STORAGE CAPACITIES

D1. Tubular Goods

- Casing / Tubing :
- Drill Pipe :
- Drill Collars :

D2. Sack Material Area

- Capacity (sacks) :

D3. Bulk Mud (number and size of tanks)

- Measurement method :
- Barytes :
- Bentonite :

D4. Liquid Mud

- Active Capacity (usable-agitated):
- Reserve Capacity (usable-agitated):
- Total Capacity:

D5. Bulk Cement

(number and size of each tank)

- measurement method :
- Capacity :

D6. Potable Water:

D7. Drill Water:

D8. Fuel Oil:

D9. Lube Oil:

SECTION E: COMMUNICATION EQUIPMENT

E1. Main Single Side Band (SSB) Radio

- Manufacturer / Type :
- Output :

E2. Spare SSB

- Manufacturer / Type :

- Output :

E3. VHF - FM Radio Telephone

- Manufacturer / Type :

E4. Radio Telegraph - Telex

- Manufacturer / Type :

E5. VHF - AM Helicopter Transceiver

- Manufacturer / Type :

E6. Sound Powered Telephone

- Manufacturer / Type :

E7. Satellite Telephone

- Manufacturer / Type :

- E-mail Available :

E8. PA System

- Manufacturer / Type :

E9. Fax Equipment

- Manufacturer / Type :

E10. Photocopier

- Manufacturer / Type :

SECTION F: NAVIGATION, METEOROLOGICAL AND OCEANOGRAPHIC EQUIPMENT

F1. Fathometer

- Manufacturer / Type:

F2. Gyro-compass

- Manufacturer / Type:

F3. Magnetic compass

- Manufacturer / Type:

F4. Radar

- Manufacturer / Type :

F5. Shipboard Satellite Navigation

- Manufacturer / Type :

F6. Fog Horns

- Manufacturer / Type :

F7. Anemometer

- Manufacturer / Type :

F8. Wind and Direction Recorder

- Manufacturer / Type :

F9. Meteorological Thermometer

- Manufacturer / Type :

F10. Meteorological Barometer

- Manufacturer / Type :

F11. Navigational Lighting

- Manufacturer / Type :

F12. Wave profile measuring equipment

- Manufacturer / Type :

F13. Current meter

- Manufacturer / Type :

F14. Heave indicator

- Manufacturer / Type :

F15. Roll and pitch indicators

- Manufacturer / Type :

F16. Recorder (inclinometer)

- Manufacturer / Type :

SECTION G: HELICOPTER FACILITIES

G1. Helideck Dimensions :

G2. Helideck Surface (netting) :

G3. Maximum Load Capacity (tones) :

G4. Maximum Helicopter Size Puma, Super Puma or Mi-17:

G5. Refueling System

- Capacity :
- Refueling Rate :
- Jettisonable :

G6. Helideck Lighting :

G7. Helideck Certifications :

G8. Dedicated N.D. Beacon

- Frequency Details etc.:
- Manufacturer / Type :

SECTION H: MATERIAL HANDLING EQUIPMENT

H1. Crane 1, 2, 3

- Manufacturer / Type

  1)

  2)

  3)

- Boom Length

  1)

  2)

  3)

- Lift Capacity at Specified Radii

  1)

  2)

  3)

- Max. Rated Load Capacity for:

  Main Hoist:

  1)

2)

3)

Whip Line:

1)

2)

3)

- Location

1)

2)

3)

- Date of Last Certification

1)

2)

3)

H2. Fork Lift Truck

- Manufacturer/Type :
- Handling Capacities :

H3. Bulk Transfer Hoses

- Number Starboard and Port Hoses:
- Size/Rating :
- Connection Type :
- Length :

Note: Contractor to supply sufficient length of hoses as required for the Operations.

H4. Personnel Transfer Basket

- Number :
- Type :

H5. Cargo Transfer Basket

- Number :

- Type :

H6. Auxiliary Cranes

- Load capacity aux hoist :
- Lifting capacity vs radius :
- Maximum wind for operation:

SECTION I: POWER EQUIPMENT

I1. Diesel Engines

- Number :
- Manufacturer/Type :
- Output (HP)/Fuel Consumption each:
- Emergency Shutdown System:
- Hours until next manufacturer recommended major overhaul :

I2. Generators

- Number :
- Manufacturer / Type :
- Output (kW) each :

I3. AC Distribution/Transformer

- Manufacturer/Type :
- Input/Output :
- Major Units Powered :

I4. DC Distribution/Transformer

- Manufacturer/Type :
- Input/Output :
- Major Units Powered :

I5. Independent Emergency Generator

- Manufacturer/Type :

- Output :
- Units Supplied/Services Powered:

I6. Battery Emergency Power Supply (for emergency lighting, radio, etc.)

- Manufacturer/Type :
- Number :

SECTION J: COMPRESSED AIR SYSTEM

J1. Main Air Compressor

- Manufacturer/Type :
- Output Pressure & Volume :

J2. Emergency Air Supply

- Manufacturer/Type :
- Output Pressure and Volume:

J3. Main Air Receivers, Capacity

- Auxiliary Air Receivers, Capacity:

J4. Air Dryers

- Manufacturer/Type :

J5. Air Cooler

- Manufacturer/Type :

J6. Pressure Regulating System

- Manufacturer/Type :

J7. Air Filters

- Manufacturer/Type :

J8. Cold Start Compressor :

J9. Separate Bulk-Chemical transfer Compressor:

J10. High Pressure Air Compressors

- Manufacturer/Type :
- Pressure and Volume Output:

J11. Bulk Air Supply System :

J12. Burner Booms Piping System:

Burner Booms Air Supply :

SECTION K: WATER SYSTEM

K1. Water Distillation System

- Manufacturer/Type :
- Output :
- Number of Units :

K2. Potable Water Pumps

- Manufacturer/Type :
- Capacity :

K3. Sea Water Supply System

- Manufacturer/Type of Pumps:
- Number of Pumps :
- Total output capacity (GPM) at 24m head:

K4. Ballast pumps :

- Make and type:
- Capacity at (head) :
- Driven by :

K5. Bilge pumps :

- Make and type:
- Capacity at (head) :
- Driven by :

K6. Fire pumps :

- Make and type:
- Capacity at (head) :
- Driven by :

SECTION L: ACCOMMODATION

L1. Number of personnel accommodated

- Number of one bed bedrooms:
- Number of two bed bedrooms:
- Number of four bed bedrooms:
- Max. number permitted on board overnight:
- Operator beds:

L2. Office accommodation for Operator's Representative:

Office accommodation for Subcontractors:

Mud laboratory:

L3. Recreation Room/Facilities (List):

L4. Ventilation/Air Conditioning:

L5. Galley :

SECTION M: FIRE AND SAFETY EQUIPMENT

M1. Lifeboats

- Size and Capacity (No. of men):
- Engine Type :
- Manufacturer :
- Max. Speed and Duration :
- Davits/Launch System :
- Release Mechanism :

M2. Inflatable Life Rafts

- Size :
- Capacity :
- Davits/Launch System :
- Release Mechanism :

M3. Survival Capsules

- Size :
- Capacity :
- Davits/Launch System :
- Release Mechanism :

M4. Rescue Boats

- Size and Capacity :
- Engine Type :
- Manufacturer :
- Max. Speed :
- Davits/Launch System :

M5. Life Jackets :

M6. Working Life Jackets :

M7. Lifebuoys :

M8. Rope Ladders/Escape Ropes :

M9. Firehydrant System (No. of Outlets):

- Pumps, Output :

M10. Location of Automatic Sprinklers :

M11. Portable Fire Extinguishers

- Type :
- Number :

M12. Combustible Gas Detection System

- Manufacturer/Type :
- Power Supplies :

M13. H2S Gas Detection System

- Manufacturer/Type :
- Power Supplies :

M14. Fire Detection System

- Manufacturer/Type :
- Power Supplies :

M15. Complete Fireman's Equipment to Include

- Breathing Apparatus :
- Fireproof suites, Fire Axe etc.:
- Location :

M16. Helideck Foam System

- Foam/Water Monitors:
- Hydraulic Lifting Trolley :

M17. Sprinkler System for flaring during Protection Tests:

M18. Heat Radiation Shield:

M19. Survival Suites

- Manufacturer :
- Quantity :
- Location on Unit :

M20. Breathing Apparatus

- Quantity of:

(a) 30 minutes Work SCBA :

(b) 5 minutes Escape SCBA :

M21. Emergency Shutdown System/Inert Gas Flooding System:

M22. Warning System

- PA system :
- Battery Powered Alarm System:

M23. Portable Gas Detectors :

M24. Auxiliary Equipment

- Safety Belts (location / quantity):
- Visitors Safety Hats :
- Walkie Talkies (quantity) :

- Others: Explosimeters:

SECTION N: MEDICAL FACILITIES

N1. Hospital/Sick Bay

- Number of Beds :
- Resuscitators :
- Rescue Stretchers :
- Dangerous Drugs Lockers :
- Refrigerator :
- General instruments and Equipment:
- Inventory of Hospital:

N2. Location of First Aids Boxes/Supplies:

SECTION O - DRILLING EQUIPMENT

SectionO-I Hoisting Equipment

O-II Rotary Equipment

O-III Pumping And High Pressure Discharge System

O-IV Low Pressure Mud System

O-V Auxiliaries At MODU

O-VI Blowout Prevention, Well Control Equipment

O-VII Rig Floor Equipment

O-VIII Drill/Coring String

O-IX Parameter Recording - Indicating Equipment

O-X Fishing Tools

SECTION O-I – HOISTING EQUIPMENT

O-I.1 Drawworks

- Make and Type :

- Rated Capacity :
- Drive including max continuous HP:
- Auxiliary Brake :
- Maximum Input HP :
- Drill line Drum :
- Sandline Drum :
- Catheads :
- Crown Block Safety Device:
- Automatic Driller :

O-I.2 Mast

- Make and Type :
- Dimensions :
- Gross Nominal Capacity :
- Hook Load Rating :
- Static :
- Operational :
- Adjustable Stabbing Board :
- Tubing Belly Board :
- Crown Block - Type :
- No. and Size of sheaves :
- Rating :
- Mast Rating Capacity :
- Last Inspection :

O-I.3 Mast Substructure

- Make and Type :
- Height under Rotary Beams :
- Nominal Weight :
- Set back Capacity :

- Matting boards :
- Accessories :
- Last Inspection :

O-I.4 Traveling Block

- Block Type and Rating :
- Hook, Type and Rating :
- Elevator Links, Size and Rating:
- Last Inspection :

O-I.5 Wirelines

- Drilling Lines: Size and Length:
- Sandline: Size and Length :
- Wireline Guide :

O-I.6 Top Drive System

- Make and Model :
- Number of Speeds :
- High and Low Torque:
- Gears :
- Maximum RPM :
- Torque Wrench Rating (ft/lb):
- Backup System :
- Last Inspection :

O-I.7 Power Slips

- Make and Type :

O-I.8 Iron Roughneck

- Make and Type :
- Last Inspection :

SECTION O-II: ROTARY EQUIPMENT (WHEN APPLICABLE)

O-II.1 Rotary Table

- Manufacturer/Type :
- Opening :
- Drive :
- Maximum Input HP at 125 rpm:
- Master Bushing - split - dimensions:
- Static Load Rating :

O-II.2 Swivel

- Manufacturer/Type :
- Ratin (dead load) :
- Bearing Rating (at 100 rpm):
- Last Inspection :

O-II.3 Kelly(s)

- Manufacturer/Type/Size :
- Connection :
- Kelly Cocks - Upper :
- Lower :
- Kelly Saver Subs, Connection:
- Roller Kelly Bushings:
- Last Inspection :

O-II.4 Kelly Spinner

- Type :
- Power :
- Last Inspection :

O-II.5 Kelly Hose

- Manufacturer/Type :
- Size :
- Test Pressure :

SECTION O-III: PUMPING AND HIGH PRESSURE DISCHARGING SYSTEM

O-III.1 Pumps - Mud Circulating

- Manufacturer/Type :
- Number :
- Drive including continuous H.P.:
- Max. Input HP per pump :
- Liner Sizes (minimum of two):
- Pulsation Dampeners :
- Reset Relief Valves :
- Valve after pump :
- Charging pump :
- Suction Facilities :

Contractor shall provide a table showing pump outputs and pressure ratings of the various liner sizes. These shall give a sufficient range for high volume in surface hole and high pressure for deep hole drilling. Operator to specify two sizes.

O-III.2 High Pressure Mud Lines

- Discharge Line (OD/ID) :
- Standpipe Manifold (OD/ID):
- Standpipe (OD/ID) :
- Standpipe Length :
- Working Pressure :

O-III.3 Cementing Unit

- Supplier / Owner :
- Engines / H.P. :
- Pumps :
- Recirculating mixer slurry tank capacity:
- Surge tank capacity :
- Liquid additive blending system description:

- Batch Mixing Tank :

O-III.4 High Pressure Cement Lines

- OD/ID :
- Working pressure :
- End connections :

O-III.5 High Pressure Valves

- Size and Number :
- Type :
- Working Pressure :

O-III.6 Kill Pump (if separate from O-III.3)

- Manufacturer/Type :
- Pressure Rating :
- Engine HP :

SECTION O-IV: LOW PRESSURE MUD SYSTEM

O-IV.1 Mud Mixing

- Hoppers :
- Manufacturer/Type :
- Location :
- Mud weight :
- Pump Capacity :
- Low pressure pumps :
- Manufacturer/Type :
- Drive :
- Packing Type :
- Impeller sizes available :
- Mixing Facilities :

O-IV.2 Shale shaker

- Manufacturer/Type :
- No. :
- Shale Shaker Screen Sizes available:

O-IV.3 Desander

- Manufacturer/Type :
- No. of Cones - Sizes :
- Capacity :
- Feed pump :
- Make and type :
- Drive :
- Impeller Sizes :
- Motor HP :

O-IV.4 Desilter

- Manufacturer/Type :
- No. of Cones - Sizes :
- Capacity :
- Feed pump :
- Manufacturer/Type :
- Drive :
- Impeller Sizes :
- Motor HP :

O-IV.5 Mud Cleaner

- Manufacturer/Type :
- No. of Cones - Sizes :
- Capacity :
- Feed Pump :
- Manufacturer/Type :
- Drive :

- Impeller Size :
- Motor HP :
- Screen Sizes available:
- Blank "Screen" available :

O-IV.6 Centrifuge

- Manufacturer/Type :
- Bowl Size :
- Processing Capacity : …….flow/min at ..….SG
- Bowl Speed Adjustable :
- Scroll Speed Adjustable :
- Suction from Active System:
- Suction from Desilter Underflow:
- Liquid Discharge Capacity :
- Solids Discharge Capacity :

O-IV.7 Trip Tank

- Capacity :
- Location :
- Level Indicator (mechanical and/or electronic):
- Feeding Systems :
- Volume per unit height :

O-IV.8 Strip Tank

- Location :
- Volume per unit height :

O-IV.9 Shear Pump or Device

- Manufacturer/Type :

O-IV.10 Other Mud Equipment (Oil Mud Handling, etc.)

O-IV.11 Drill Water Storage Tank

- Capacity :

- Location :
- Connections :
- Transfer Rate :

O-IV.12 Oil Base Mud Storage Tank

- Capacity :
- Location :
- Connections :
- Transfer Rate :

O-IV.13 Brine Storage Tank

- Capacity :
- Location :
- Connections :
- Transfer Rate :

O-IV.14 Degasser

- Manufacture/Type :
- Capacity of processing :
- Drive :

SECTION O-V: AUXILIARIES EQUIPMENT ON MODU

O-V.1 Cutting and Welding Equipment (gas and/or electric):

O-V.2 Wireline and/or Slickline Unit:

O-V.3 Magnaflux Inspection Set:

O-V.4 MODU Move Equipment:

O-V.5 Chiksans:

- Type :
- Pressure Rating :
- Total Length :

O-V.6 Mechanical and Electrical Workshop:

- List Major Equipment :
- Lathe :
- Milling machine :
- Boring machine :
- Pipe threader :

O-V.7 Cleaning and Wash Down Pump :

O-V.8 Trash Skips and other Disposal Units:

SECTION O-VI: BLOW OUT PREVENTERS, SUBSEA EQUIPMENT AND CONTROLS

O-VI.1 Diverter System

O-VI.1.1 Diverter

- Manufacturer/Type :
- Pressure Rating :

O-VI.1.2 Diverter Lines and Valves

- Manufacturer valves :
- Automatic Sequencing :
- Pressure Rating Valves :
- OD/ID Diverter Line :
- Number and Size Outlets :

O-VI.2 18-3/4" BOP Stack

O-VI.2.1 Annular Preventers

- Manufacturer/Type :
- Pressure Rating :
- Number and Location :

O-VI.2.2 Pipe Rams Preventers

- Manufacturer/Type :
- Pressure Rating :
- Number and Location :

O-VI.2.3 Collet Connector

- Manufacturer/Type :
- Pressure Rating :

O-VI.2.4 Wellhead Connectors

- Manufacturer/Type :
- Pressure rating:
- Size :

O-VI.2.5 Rams Blocks

- Manufacturer/Type :
- Pressure rating:
- Number and Location :

O-VI.2.6 Hydraulic Tensioning System

- Manufacturer/Type :
- Pressure rating:

O-VI.2.7 System for recovering a dropped stack

O-VI.3 BOP Kill and Choke Lines H2S Trim:

- Manufacturer/Type :
- Size and Pressure Rating :

O-VI.4 BOP Control System

O-VI.4.1 Hydraulic Power Unit :

O-VI.4.2 MUX System for BOP Control:

O-VI.5 BOP Positioning System :

O-VI.6 Choke Manifold System :

O-VI.7 BOP Handling System :

O-VI.8 BOP Test System :

O-VI.9 Marine Riser

O-VI.9.1 Riser Pup Joints :

O-VI.9.2 Telescopic Joint :

O-VI.9.3 Riser Jewelry :

O-VI.9.4 Riser Storage :

O-VI.9.5 Riser Handling System :

O-VI.9.6 Riser Handling Tools :

O-VI.9.7 Riser Disconnect and Hang-off System:

O-VI.9.8 Riser Tensioning System :

O-VI.10 Burner Booms

- Manufacturer :
- Type :
- Capacity :
- Length :
- Location :

O-VI.11 Float Valves

- Manufacturer :
- Type :
- Sizes :

O-VI.12 Circulation Heads for 5" and 3 1/2 " drill string

- Manufacturer :
- Type :
- Size :
- Connection Types :

O-VI.13 Surface Safety Valves for 5" and 3 1/2 " drill string

- Manufacturer, Type, Size :
- Connections (Top and Bottom):
- Full Opening :

SECTION O-VII: RIG FLOOR EQUIPMENT

O-VII.1 Elevators

O-VII.1.1 Standard String Elevators

Make/Type/Capacity

- 5" DP :
- 3 1/2" DP :
- 9 1/2" DC :
- 8" DC :
- 6 1/2" DC :
- 4 3/4" DC :
- 20" csg:
- 13 3/8" csg :
- 9 5/8" csg :
- 7 5/8" csg
- 7" csg
- 5 1/2" csg :

O-VII.1.2 Links

- Length :
- Rating :

O-VII.1.3 Slip Type Spider and Elevator Casing

Make/Type/Capacity

- 13 3/8" csg :
- 9 5/8" csg :
- 7 5/8" csg
- 7" csg
- 5 1/2" csg :

O-VII.1.4 Single Joint Elevator

Manufacturer/Type

- 20" csg:
- 13 3/8" csg :

- 9 5/8" csg, 7 5/8" csg
- 7" csg, 5 1/2" csg :

O-VII.2 Slips

O-VII.2.1 Manual Slips

Manufacturer/Type

- 5" DP :
- 3 1/2" DP :
- 9 1/2" DC :
- 8 " DC :
- 6 1/2" DC :
- 4 3/4" DC :
- 20" csg:
- 13 3/8" csg :
- 9 5/8" csg :
- 7 5/8" csg
- 7" csg
- 5 1/2" csg :

O-VII.2.2 Casing Spider Slips

- Manufacturer/Type/Capacity:
- Sizes Available :
- Rating :

O-VII.2.3 Casing Spider Body:

O-VII.3 Drill Pipe, Drill Collar, Casing and Tubing Tongs

O-VII.3.1 Tongs for:

Manufacturer/Type:

- 5" DP :
- 3 1/2" DP :
- 9 1/2" DC :

- 8" DC :
- 6 1/2" DC :
- 4 3/4" DC :
- 20" csg:
- 13 3/8" csg :
- 9 5/8" csg :
- 7 5/8" csg
- 7" csg
- 5 1/2" csg :

O-VII.3.2 Drill Pipe Spinning Tong

- Manufacturer/Type :
- Size and Range :
- Power Supply :

O-VII.3.3 Iron Roughneck

- Manufacturer, Type, Power Supply:

O-VII.3.4 Casing Power Tongs

- Manufacturer, Type :
- Insert Size Available :

O-VII.3.5 Dog Collar/Safety Clamps

- Size/Range :

O-VII.4 Drifts

O-VII.4.1 Drill Pipe and Drill Collar Drift

- 5" DP (19.5#) :
- 3 1/2" DP (13.3#) :
- 5" HWDP :
- 4 3/4" DC :
- 6 1/2" DC :
- 8" DC :

- 9 1/2" DC :

O-VII.4.2 Casing Drifts for

- 20" csg 133# :
- 13 3/8" csg 68 § 72# :
- 9 5/8" csg 40, 43.5 § 47# :
- 7 5/8" csg
- 7" csg 26 § 29#
- 5 1/2" csg :

O-VII.4.3 Stabbing Guides for 4 1/2" and 3 1/2" tbg:

O-VII.5 Quick Release Casing Protectors for

- 20" csg:
- 13 3/8" csg :
- 9 5/8" csg :
- 7 5/8" csg
- 7" csg
- 5 1/2" csg :

O-VII.6 Bit Breakers for the following bits

- 26" bit :
- 17 1/2" bit :
- 12 1/4" bit :
- 8 1/2" bit :
- 6" bit :

O-VII.7 Air Winches (including man riding winch)

- Manufacturer/Type :
- Capacity :
- Location :

O-VII.8 Mud Saver Box:

O-VII.9 Cementing Manifold

- Location :
- OD of Piping :
- Pressure Rating :

O-VII.10 Low Pressure Casing Fill Up Line:

O-VII.11 Hydraulic Drill Collar Make / Break Up Power Unit

- Manufacturer :
- Capacity :

SECTION O-VIII - DRILLSTRING

O-VIII.1 Drill Pipe

O-VIII.1.1 Grade G - 3 1/2", 30 ft joint

- Number of joints: :
- Total lenght, m :
- OD, ID, wt/ft, Range :
- Tool joint Manufacturer :
- Tool joint OD :
- Tool joint Thread :
- Hard Banding :
- Class of pipe :
- Internal Plastic Coating :
- Thread Protectors :
- Stress Relief Grooves :

O-VIII.1.2 Grade S - 3 1/2", 30 ft joint

- Number of joints: :
- Total lenght, m :
- OD, ID, wt/ft, Range: :
- Tool joint Manufacturer :
- Tool joint OD :

- Tool joint Thread :
- Hard Banding :
- Class of pipe :
- Internal Plastic Coating :
- Thread Protectors :
- Stress Relief Grooves :

O-VIII.1.3 Grade G - 5”, 30 ft joint

- Number of joints: :
- Total lenght, m :
- OD, ID, wt/ft, Range :
- Tool joint Manufacturer :
- Tool joint OD :
- Tool joint Thread :
- Hard Banding :
- Class of pipe :
- Internal Plastic Coating :
- Thread Protectors :
- Stress Relief Grooves :

O-VIII.1.4 Grade S - 5", 30 ft joint

- Number of joints: :
- Total lenght, m :
- OD, ID, wt/ft, Range :
- Tool joint Manufacturer :
- Tool joint OD :
- Tool joint Thread :
- Hard Banding :
- Class of pipe :
- Internal Plastic Coating :

- Thread Protectors :
- Stress Relief Grooves :

O-VIII.2 Drill Pipe Pup Joints

- OD / ID, Wt/ft, Range:
- Length:
- Grade
- Joint thread :

O-VIII.3 Heviweight Drill Pipe

- Range/weight :
- OD of Body and Joint, ID :
- Quantity :
- Joint Thread :

O-VIII.4 Drill Collars

O-VIII.4.1 9 1/2" OD

- Average OD/ID :
- Quantity :
- Length:
- Connection :
- Spiral Collars (Number) :
- Slip and/or Elevator Recesses:
- Stress Relief Grooves :
- Lifting Subs :

O-VIII.4.2 8" OD

- Average OD/ID :
- Quantity :
- Length:
- Connection :
- Spiral Collars (Number) :

- Slip and/or Elevator Recesses:
- Stress Relief Grooves :
- Lifting Subs :

O-VIII.4.3 6-1/2" OD

- Average OD/ID :
- Quantity :
- Length :
- Connection :
- Spiral Collars (Number) :
- Slip and/or Elevator Recesses:
- Stress Relief Grooves :
- Lifting Subs :

O-VIII.4.4 4-3/4" OD

- Average OD/ID :
- Quantity :
- Length :
- Connection :
- Spiral Collars (Number) :
- Slip and/or Elevator Recesses:
- Stress Relief Grooves :
- Lifting Subs :

O-VIII.4.5 Short Drill Collars (+/- 4m)

O-VIII.5 Bit Subs and Crossovers

- Description :
- Box and Pin Connection :

Contractor to provide all crossovers required for drilling operations complete with back-up.

SECTION O-IX: PARAMETERS RECORDING/INDICATING EQUIPMENT

O-IX.1 Weight Indicator

- Manufacturer/Type :
- Units :
- When/How Calibrated :
- Torque Indicator Type :
- Pump Stroke Counter Type :
- Rotary RPM Type :

O-IX.2 Mud Pressure Gauges

- Number :
- Units :

O-IX.3 Flowmeter

- Manufacturer/Type :

O-IX.4 Pit Level Indicator

- Manufacturer/Type :

O-IX.5 Tong Torque Indicator

- Manufacturer/Type :

O-IX.6 Parameter Recorder

- Manufacturer/Type :

O-IX.7 Mud Testing Equipment

- Manufacturer/Type :

O-IX.8 Deviation Surveying Equipment

- Manufacturer/Type :
- Accessories :
- Range 0-8° :
- Range 0-16° :
- Range 0-50° :
- Retrieving Tools :

SECTION O-X: FISHING TOOLS

O-X.1 Junk Baskets

- Manufacturer :
- Body OD :
- Connections :
- Shoes, Catcher Subs :

O-X.2 Reverse Circulating Junk Basket

- Manufacturer :
- Body OD :
- Connections :
- Shoes, Catcher Subs :

O-X.3 Fishing Magnet

- Manufacturer :
- Body OD :
- Connections :

O-X.3.1 Mud Ditch Magnet:

O-X.4 Casing Scrapers

- Manufacturer/Type :
- OD of Body :
- ID :
- Connection :
- Manufacturer/Type :
- OD of Body :
- ID :
- Connection :

O-X.5 Overshots

- Manufacturer/Type :
- Body Size :

- Guide Size :
- Grapple Size :
- Manufacturer/Type :
- Body Size :
- Guide Size :
- Grapple Size :
- Manufacturer/Type :
- Body Size :
- Guide Size :
- Grapple Size :

O-X.6 Fishing Jars

- Manufacturer/Type :
- OD/ID :

O-X.6.1 Jar Accelerators

- Manufacturer/Type :
- OD/ID :

O-X.6.2 Surface Jar

- Manufacturer/Type :
- OD/ID :

O-X.7 Bumper Subs

- Manufacturer/Type :
- Stroke Length :
- OD/ID :

O-X.8 Safety Joints

- Manufacturer/Type :
- OD/ID :
- Connection :

O-X.9 Mills

- Manufacturer/Type :
- Size :
- Connection :

O-X.10 Fishing Spears

- Manufacturer/Type :
- OD :
- Connection :

O-X.11 Washover Pipe

- Manufacturer/Type :
- OD / ID :
- Connection :

O-X.12 Taper Taps

- Manufacturer/Type :
- Body OD :
- OD / ID :
- Connection :

O-X.13 Others

- Manufacturer/Type :
- OD / ID :
- Connection :

2. Bidder shall submit full technical details including specifications of all equipment and materials that will be used to carry out the Services in the Scope of Work. This should be in a format similar to the MODU specification and the following tables. Brochures and general equipment lists shall not be accepted.

2.1 Bidder shall detail the casing and tubing running equipment for meeting the requirements in Chapter 3. of the Scope of Work. Refer to Article VII, Rig Floor Equipment of this section O.

2.2 Bidder shall detail the fishing equipment (if these are not covered in the MODU specification) for meeting the minimum specification in Chapter 2.4 and 3. of the Scope of Work. The equipment list is applicable to the various hole sizes. Some pieces of the equipment are applicable to several hole sizes and are therefore repeated in the relevant section. General sizes are given, but these may be modified according to Contractor's actual equipment.

Contractor shall provide any of the items of fishing equipment listed in this Article if required by

Operator.

2.3 Bidder shall detail the mud cleaning centrifuge (if these are not covered in the MODU specification) for meeting the minimum specification in Chapter 3.1 of the Scope of Work.

2.4 Bidder shall detail the catering and camp Services to meet the minimum requirements in Chapter 2.9 of the Scope of Work.

2.5 Bidder shall detail the medic and medical facilities as specified in Chapter 2.10 of the Scope of Work.

2.6 Bidder shall detail the Contractor's Shorebase as specified in Chapter 2.11 of the Scope of Work.

PART 2 - APPENDIX 3
PERSONNEL

NOTE:If BIDDER offers more than one MODU, for the purpose of easy reference, BIDDER is required to provide separate this Section for each MODU.

BIDDER shall submit the following information which shall be incorporated into Appendix 5 to the CONTRACT:

1. A comprehensive schedule of the minimum number of personnel both on the MODU and ashore. A daily cost for each category of personnel shall be listed for the sole purpose of calculating the reduction in rate payable by OPERATOR in accordance with Article 4.5.1 of the General Terms and Conditions. The daily cost for these personnel shall be included in the Operating Rate and shall not constitute an additional charge to OPERATOR. OPERATOR requires three fully qualified Toolpushers to be on the MODU at all times.

2. The training and qualifications of all proposed supervisory personnel from Rig Manager/Senior Toolpusher to Assistant Driller, both for onshore and offshore job functions. The training and qualifications of other key personnel i.e. Barge Engineer, Deckpusher, Crane Operator, etc. should also be submitted. The proposed personnel shall meet the minimum specification in the Scope of Work.

3. The information of personnel (Appendix 5) to be submitted by BIDDER for this drilling campaign is provided in the following attached forms.

MANPOWER LIST

No.	Job Title	Full Name	Nationality/DOB	Experiences (year)
	Rig Manager			
	Staff Engineer			
	Logistic Manager			
	Other			
	Rig Superintendent			
	Rig Superintendent			
	ARS			
	ARS			
	Driller			
	Driller			
	Driller			
	Driller			
	Assistant Driller			
	Assistant Driller			
	Assistant Driller			
	Assistant Driller			
	Chief Mechanic			
	Mechanic			
	Chief Mechanic			
	Mechanic			
	Chief Electric			
	Electric			
	Chief Electric			
	Electric			
	Barge Engineer			

	Assistant Engineer			
	Crane Operator			
	Crane Operator			
	Deck Pusher			
	Deck Pusher			

Job title (for this project):_____

Full name:

Date of birth:

Nationality:

Certificate & training:

No	Certificate	Date of issue

Work history/experience:

Period From – To	Job Tile	Rig	Rig type	Employer

PART 2 - APPENDIX 4
HEALTH, SAFETY AND THE ENVIRONMENT

BIDDER shall provide the following information which shall be incorporated into Section 9, Appendix 7 to the Contract Documents:

1. A copy of BIDDER's Safety Policy.

2. BIDDER's procedures for Safety meetings and inspections, which shall include:

- Schedule of drills and meetings,

- Schedule of inspections and audits,

- Copies of forms used for each drill, meeting and inspection.

3. BIDDER's general procedure and policy for simultaneous operations regarding drilling/workover operations while producing from the production platform. Additionally, coil tubing/nitrogen operations from the MODU while drilling/workover operations are ongoing.

4. Present hospital/sick bay medical service level, i.e. first aid, accident/injury stabilization, serious accident patient stabilization, etc.

PART 3.

CONDITIONS OF CONTRACT AND CONTRACT FORMS

FORM 24. Letter of Proposal Acceptance and Contract Award

FORM 25. Contract form

FORM 24

LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD

BID AWARD ADVICE

To:

Attention:

Fax:

Subject:

Dear Sir,

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

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

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

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

Yours faithfully

For Vietsovpetro

Manager of Commercial Departement

FORM 25

CONTRACT FORM

(For Vietnamese Bidders)

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM

<u>Độc lập – Tự do – Hạnh phúc</u>

HỢP ĐỒNG SỐ: /26/T-N4/KB1-....

V/v: ..... (Gói thầu DV-.../26-KB)

Hợp đồng này gồm 02 phần:

- Phần A: Thỏa thuận chung (bao gồm trang này)
- Phần B: Các điều kiện và điều khoản chung.

Hợp đồng này được ký kết ngày tháng năm 20..., tại Thành phố Hồ Chí Minh giữa hai Bên gồm:

Một bên là **LIÊN DOANH VIỆT-NGA VIETSOVPETRO**, đóng tại số 105 Đường Lê Lợi, Phường Thắng Nhì, Phường Vũng Tàu, TP. HCM, do Ông **Vũ Mai Khanh** – Tổng Giám đốc làm đại diện, sau đây được gọi là "BÊN A" hoặc "NHÀ ĐIỀU HÀNH" ("OPERATOR").

và

Một bên là **CÔNG TY .....**, đóng tại số ..... do Ông **....** – Tổng Giám đốc làm đại diện, sau đây được gọi là "BÊN B" hoặc "NHÀ THẦU" ("CONTRACTOR").

PHẦN A: THỎA THUẬN CHUNG

Xét rằng:

- NHÀ ĐIỀU HÀNH có nhu cầu thuê **.....**để khoan tại Khu vực hoạt động (AREA OF OPERATION);
- NHÀ THẦU được yêu cầu cung cấp **.....** cho các hoạt động sửa giếng của NHÀ ĐIỀU HÀNH, và NHÀ THẦU đã chứng minh kinh nghiệm, năng lực tài chính, kỹ năng quản lý, cung cấp máy móc thiết bị đạt tiêu chuẩn, và cung cấp nguồn nhân lực được đào tạo bài bản có khả năng vận hành thông thạo máy móc thiết bị đó trong điều kiện khí hậu tại Khu vực hoạt động, NHÀ THẦU cũng đã chứng minh luôn sẵn sàng và có khả năng cung cấp **.....** triển khai thực hiện công việc theo yêu cầu của HỢP ĐỒNG này. Đồng thời, NHÀ THẦU sẽ cung cấp vật tư, thiết bị và nhân lực được nêu tại Phụ lục số 1 - Phạm vi công việc như đính kèm, tuân thủ các điều kiện và điều khoản được quy định dưới đây.

Do đó, trên cơ sở xem xét những cam kết và các thoả thuận qua lại với nhau trong HỢP ĐỒNG này, nay CÁC BÊN đồng ý thoả thuận như sau:

1. Các văn bản sau đây là phần không tách rời và cùng cấu thành HỢP ĐỒNG này giữa NHÀ ĐIỀU HÀNH và NHÀ THẦU và thuật ngữ "HỢP ĐỒNG" cũng được giải thích rõ trong tất cả những văn bản này:
   a) Phần A: Thỏa thuận chung này.

b) Phần B: Các điều kiện và điều khoản chung và các Phụ lục của HỢP ĐỒNG được liệt kê như sau:

i) Phụ lục số 1- Phạm vi công việc.
ii) Phụ lục số 2- Mẫu Bảo lãnh thực hiện hợp đồng.
iii) Phụ lục số 3- Bảng giá và giá hợp đồng.
iv) Phụ lục số 4 - Trang thiết bị và đặc tính kỹ thuật.
v) Phụ lục số 5 - Nhân lực.
vi) Phụ lục số 6 - Huy động.
vii) Phụ lục số 7 - Sức khỏe, an toàn và môi trường.
viii) Phụ lục số 8 - Các thông tin chung.
ix) Phụ lục số 9 - Hóa đơn và báo cáo.
x) Phụ lục số 10 - Mẫu Biên bản sẵn sàng để sửa giếng (Ready-To-Start Drilling).
xi) Phụ lục số 11 - Mẫu Biên bản hoàn thành công việc (Protocol of Completion).

Trong trường hợp có bất kỳ mâu thuẫn, không rõ ràng hoặc không nhất quán giữa các văn bản được liệt kê trên đây, giá trị ưu tiên pháp lý của các văn bản này được sắp xếp theo thứ tự từ trên xuống như đã liệt kê như trên**.**

2. Những từ ngữ hay những thành ngữ trong Thỏa thuận chung này có cùng ý nghĩa và giá trị ngang nhau và đã được quy định tương ứng trong Các điều kiện và điều khoản chung và trong các văn bản khác của HỢP ĐỒNG.

3. Giá thuê:

- Đơn giá thời gian làm việc (Operating Rate): **.... VNĐ**/ngày, chưa bao gồm thuế giá trị gia tăng (VAT).
- Đơn giá Standby (Standby Rate): **.... VNĐ**/ngày, chưa bao gồm thuế giá trị gia tăng (VAT).
- Đơn giá thời gian sửa chữa (Repair Rate): **.... VNĐ**/ngày, chưa bao gồm thuế giá trị gia tăng (VAT).
- Đơn giá Force-Majeure (Force-Majeure Rate): **0 %** Đơn giá thời gian làm việc (Operating Rate).
- Chi phí cho việc huy động (Mobilization Fee): **… VNĐ**, chưa bao gồm thuế giá trị gia tăng (VAT).
- Chi phí cho việc trả (Demobilization Fee): **.... VNĐ**, chưa bao gồm thuế giá trị gia tăng (VAT).

Điều kiện áp dụng đơn giá cụ thể được quy định tại Phụ lục số 3 - Bảng giá và Giá của HỢP ĐỒNG.

Thuế GTGT theo quy định của luật pháp Việt Nam.

4. NHÀ THẦU đồng ý triển khai và hoàn thành Công Việc phù hợp với các quy định của HỢP ĐỒNG này và được nhận các khoản thanh toán do NHÀ ĐIỀU HÀNH chi trả cho NHÀ THẦU được đề cập dưới đây.

5. Việc thanh toán được thực hiện bằng chuyển khoản qua Ngân hàng. Phương thức thanh toán được quy định cụ thể tại Điều 9 và Điều 10 của HỢP ĐỒNG này.

6. HỢP ĐỒNG này sẽ có hiệu lực từ ngày ký kết nêu trên, sau đây được gọi là “Ngày hiệu

lực".

7. HỢP ĐỒNG này sẽ kết thúc khi Công việc được hoàn thành, sau đây được gọi là "Ngày kết thúc".

8. Trong vòng 15 ngày kể từ Ngày hiệu lực của HỢP ĐỒNG, NHÀ THẦU sẽ nộp cho NHÀ ĐIỀU HÀNH Giấy chứng nhận bảo hiểm theo yêu cầu của HỢP ĐỒNG. NHÀ ĐIỀU HÀNH sẽ không chịu trách nhiệm chi trả bất cứ khoản thanh toán nào trong HỢP ĐỒNG cho đến khi nhận được Giấy chứng nhận bảo hiểm.

9. Ngôn ngữ trong HỢP ĐỒNG: Phần A - Thỏa thuận chung bằng tiếng Việt. Phần B - Các điều kiện và điều khoản chung và các Phụ lục của HỢP ĐỒNG bằng tiếng Anh.

10. HỢP ĐỒNG này được lập thành 04 bản, trong đó NHÀ ĐIỀU HÀNH giữ 02 bản, NHÀ THẦU giữ 02 bản, tất cả các bản điều có giá trị pháp lý như nhau.

ĐẠI DIỆN BÊN A **(NHÀ ĐIỀU HÀNH-OPERATOR)**	**ĐẠI DIỆN BÊN B** **(NHÀ THẦU-CONTRACTOR)**

(For Foreigner Bidders)

AGREEMENT

This AGREEMENT is made on the <date> by and between:

Vietsovpetro duly organized and existing under the laws of Socialist Republic of Vietnam, having its registered office at:

105 Le Loi Street, Vung Tau Ward, HCM City, Vietnam.

represented by Mr. Vu Mai Khanh - General Director

(hereinafter called OPERATOR) on one part,

and

<CONTRACTOR's Name>, a company incorporated under the laws of <country>, having its registered office at:

<CONTRACTOR's Address>

represented by Mr. <name, title>

(hereinafter called CONTRACTOR on the other part).

Whereas:

- OPERATOR for development of petroleum resources in the AREA OF OPERATIONS;

- OPERATOR desires to have wells drilled and/or worked over in the AREA OF OPERATIONS;

- CONTRACTOR, being engaged in the business of drilling, testing and completing, working over and deepening of offshore wells, has represented that it has adequate financial resources, technical competence, management skills, equipment in good working order and fully trained personnel capable of efficiently operating such equipment, that it is well acquainted with the climatic conditions existing in the AREA OF OPERATIONS, that it is ready, willing and able to drill the said wells and carry out the required auxiliary operations and services as specified in the CONTRACT and to this end will furnish the equipment, materials and personnel as detailed in the Scope of Work and schedules attached hereto upon the General Terms and Conditions herein;

Now therefore, in consideration of the mutual covenants herein contained, the PARTIES hereby have agreed as follows:

1. The following documents only as originally executed or as they were from time to time supplemented, amended or otherwise modified in accordance with the applicable provisions hereof, together constitute the CONTRACT between OPERATOR and CONTRACTOR and the term "CONTRACT" shall in all such documents be construed accordingly:

a) Agreement

b) Secrecy Declaration

c) General Terms and Conditions

i) Appendix 1 - Scope of Work

ii) Appendix 2 - Performance Bond

iii) Appendix 3 - Schedule of Rates and Prices

iv) Appendix 4 - Specifications and Equipment

v) Appendix 5 - Personnel

vi) Appendix 6 - Availability & Mobilization Plan

vii) Appendix 7 - Health, Safety and Environment

viii) Appendix 8 - General Information

ix) Appendix 9 - Invoicing and Reporting

x) Appendix 10 - Specimen of the Ready-To-Start Drilling Protocol

xi) Appendix 11 - Specimen of the Protocol of Completion

In the event of conflict or ambiguity amongst any of the above documents, they shall be given precedence in the order listed above.

2. In this Agreement words and expressions shall have the same meaning as is respectively assigned to them in the General Terms and Conditions and other CONTRACT documents.

3. The reference number of the CONTRACT is ….....

4. CONTRACTOR agrees to execute and complete the WORK in conformity in all respects with the provisions of the CONTRACT in consideration of the payments to be made by OPERATOR to CONTRACTOR as hereinafter mentioned.

5. OPERATOR shall pay CONTRACTOR, in consideration of the execution and completion of the WORK in conformity in all respects with the provisions of the CONTRACT and the Schedules of Rates and Prices.

6. The CONTRACT shall be effective from the date it was fully executed by both PARTIES.

7. The CONTRACT shall end upon the completion of the WORK hereinafter referred to as the "Termination Date".

8. The COMMENCEMENT DATE shall be as mutual agreed days after the EFFECTIVE DATE or when the MODU is ready to commence drilling or workover operations at the jacket location, if such an earlier date is acceptable to OPERATOR.

9. CONTRACTOR shall submit to OPERATOR the Performance Bond and the Insurance Certificates as required under the CONTRACT within 10 (ten) calendar days of the EFFECTIVE DATE. In no event shall OPERATOR be obliged to make any payment under the CONTRACT before having received the duly signed Performance Bond and Insurance Certificates.

10. CONTRACTOR undertakes to pay the liquidated damages given in the CONTRACT for failing to meet the COMMENCEMENT DATE given in the Scope of Work or failing to meet any other conditions of the CONTRACT.

FOR OPERATOR **FOR CONTRACTOR**

GENERAL TERMS AND CONDITIONS

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ARTICLE 1 -
DEFINITIONS, INTERPRETATIONS AND OBJECTIVE

1.1. Definitions

AREA OF OPERATIONS	means the locations of wells as indicated in Appendix 1 hereof
COMMENCEMENT DATE	Means the issuing date and time of the Ready-to-Start Drilling Protocol, when the MODU is positioned and jacked up on the first well to the working air gap approved by CONTRACTOR's marine surveyor, critical inspection items rectified and is ready to start drilling/workover/completing related operation.
CONFIDENTIAL INFORMATION	means any knowledge and information in connection with the WORK at any one time disclosed to CONTRACTOR by or on behalf of OPERATOR in writing, in drawings or in any other form or acquired by CONTRACTOR from OPERATOR in any other way, as well as all data derived from such knowledge and information but specifically excluding that which is in, or could reasonably be expected to be in the public domain or that which is known to CONTRACTOR independently from the OPERATOR, either by its own efforts in developing such information or obtained from a third party without any obligation to maintain confidentiality.
CONTRACT	means the CONTRACT including the Form of Agreement, General Terms and Conditions and any other appendices, amendments.
CONTRACTOR	means <to be inserted> who shall provide the drilling and related services engaged by OPERATOR to carry out various components of the WORK.
CONTRACTOR'S DRILLING REPRESENTATIVE	means the person located on the MODU nominated by CONTRACTOR to be in overall charge of the MODU and the sole person on the MODU authorized to sign official documents on behalf of CONTRACTOR.
CONTRACTOR'S EQUIPMENT, MATERIALS AND SERVICES	means those items of Equipment and Materials and Services provided by CONTRACTOR in connection with the WORK.
CONTRACTOR'S PERSONNEL	means persons listed in Appendix 5 (Personnel) and such other personnel as CONTRACTOR may engage or employ in respect of the WORK including SUBCONTRACTORS and SUBCONTRACTOR's personnel.

CONTRACTOR'S REPRESENTATIVE	means the person nominated from time to time in writing by CONTRACTOR to OPERATOR located at Vung Tau to be in direct charge of the WORK and empowered to act for and bind CONTRACTOR in all matters relating to CONTRACTOR's performance of the WORK and obligations hereunder.
CONTRACTOR'S SHOREBASE	means CONTRACTOR's land base in Vung Tau for CONTRACTOR's EQUIPMENT used for service and support to the MODU and to the WORK.
DAYRATE	means the mode of payment (a specified sum per calendar day) in consideration of the WORK performed by CONTRACTOR calculated on a time basis in accordance with Appendix 3 (Schedule of Rates and Prices).
DEMOBILIZATION	means all activities required to be carried out by CONTRACTOR in order that the equipment and personnel supplied for the WORK and/or SERVICES is removed from CONTRACTOR's SHOREBASE and the AREA OF OPERATIONS at the end of the TERM.
DOLLARS	means United States Dollars.
EFFECTIVE DATE	means the date of this Agreement .
FORCE MAJEURE	means Act of God, storm, adverse weather conditions, tempest, riot, revolution, rebellion, civil strife, war (declared or undeclared), military actions, armed conflict, act of terrorism, piracy, insurrection, floating or stationary mines or torpedoes, act of any Government or military agency acting under actual or assumed authority, expropriation, confiscation, nationalization, seizure or willful destruction by any Government or any other cause beyond the control of either PARTY and whether or not similar to the matters herein specifically enumerated, but specifically excluding the INDUSTRIAL ACTION and financial distress.
HOLE OR WELL	means the bore from rotary table, through CONTRACTOR's BOP equipment (when installed) to the bottom of the well.
INDUSTRIAL ACTION	means strike, lockout, ban, limitation of work, labor disturbances or any lawful or unlawful industrial dispute whatsoever.
IN-HOLE EQUIPMENT	means all equipment which from time to time is run in the hole, at the time when it is positioned below the rotary table but not intended for permanent incorporation in the well.
LABOR ASSEMBLY POINT	means the area or building nominated by OPERATOR where CONTRACTOR and SUBCONTRACTORS gather in order to be transported to the MODU.

LUMPSUM	means a single payment for completion of the WORK or a component of the WORK as defined in the Scope of Work and the associated payment defined in Appendix 3 (Schedule of Rates and Prices).
MARINE EQUIPMENT	means CONTRACTOR'S EQUIPMENT used below the sea level, not being the IN-HOLE EQUIPMENT or SUB-SEA EQUIPMENT and shall, without limitation, include pennant lines, shackles, anchor chains, anchor wires, anchors, anchor marker buoys and permanent chain chasers.
MATERIALS	means all materials intended for permanent incorporation in the well or by nature expected to be expended during the WORK.
MOBILE OFFSHORE DRILLING UNIT OR MODU	means the Jackup Rig named in Appendix 4 (Specifications and Equipment).
OPERATOR	means the company identified as such in the Agreement together with its Co-venturers, AFFILIATES, and their respective SUBCONTRACTORS and other contractors of any tier (but not CONTRACTOR), agents and invitees.
OPERATOR'S DRILLING SUPERVISOR	means the person located on the MODU nominated by OPERATOR to be in overall charge of the WORK on the MODU.
OPERATOR'S EQUIPMENT, MATERIALS AND SERVICES	means those items of Equipment, Materials, supplies and Services which are provided by OPERATOR in connection with the WORK as fully defined in the Scope of Work.
OPERATOR'S PERSONNEL	means the employees and agents and other staff of OPERATOR, and the THIRD PARTY personnel he invites on board the MODU from time to time and his other contractors and their respective personnel.
OPERATOR'S REPRESENTATIVE	means the person located at OPERATOR's SHOREBASE nominated from time to time in writing by OPERATOR to CONTRACTOR to be empowered to act for OPERATOR in all matters relating to CONTRACTOR's performance of the WORK and expressly to determine whether or not CONTRACTOR is performing the WORK in accordance with this CONTRACT, but not to vary the provisions of this CONTRACT.
OPERATOR'S SHOREBASE	means OPERATOR's land base nominated by OPERATOR used for service and support to the MODU and to the WORK.
PARTY	means a party to this CONTRACT and includes its successors.

PERMIT	means the authority or authorities, by whatever name, held by OPERATOR alone or with VIETSOVPETRO to explore for and/or exploit petroleum resources in the AREA OF OPERATIONS.
SERVICES	means all activities which are necessary for carrying out the WORK as described in the Scope of Work.
SITE	means Blocks or other OPERATOR's Fields offshore Vietnam where the CONTRACTOR is able to perform the WORK.
SUBCONTRACTOR	means any person (other than CONTRACTOR or OPERATOR) to a subcontract, whether or not approved by OPERATOR.
SUBSEA EQUIPMENT	means CONTRACTOR's Equipment used below the sea level, not being In-hole Equipment or Marine Equipment and shall without limitation include BOP stack, riser, telescopic joint, and BOP umbilical and guidelines and subsea television and its umbilical.
SUSPENSION (SUSPEND, SUSPENDED)	means the suspension of all or part of the WORK in accordance with the CONTRACT.
TERM	means the period described in Article 2 and includes any extensions made pursuant to Article 2.2 or as agreed to by the PARTIES.
TERMINATION (TERMINATE, TERMINATED)	means the end of the covenants under the CONTRACT, except for those rights, remedies and obligations of either PARTY that survive in law and/or by the provisions of the CONTRACT.
THIRD PARTY	means any party other than OPERATOR and his subcontractors and CONTRACTOR and his subcontractors.
VARIATION	means any change to the CONTRACT agreed by both PARTIES in accordance with the requirements of the General Terms and Conditions of the CONTRACT.
WATER DEPTH	means the depth of water from sea level to seabed at the location of the well then being drilled at mean sea level.
WORK	means the supply of Equipment, Materials and Services to be performed by CONTRACTOR under this CONTRACT more particularly described in the Appendix 1 (Scope of Work).

1.2. Interpretations

Interpretation: words importing persons or parties shall include firms, corporations and any organization having legal capacity; words importing the singular only also include the plural and vice versa where the context requires.

Notices and Consents: wherever in the CONTRACT provision is made for the giving of notice or consent including instructions, contracts, authorizations, approvals and acknowledgements, by any person, unless otherwise specified such notice or consent shall be in writing and the word "notify" shall be construed accordingly. Any consent required of a party shall not be unreasonably withheld.

Headings: the headings including index, titles, subtitles, and subheadings, in the CONTRACT shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof.

Language: all correspondence, documentation and discussion with respect to the CONTRACT and the WORK shall be in the English language unless agreed otherwise.

1.3. Objective

CONTRACTOR shall perform the WORK as required by OPERATOR for OPERATOR in the AREA OF OPERATIONS, in accordance with the conditions of this CONTRACT in pursuance of OPERATOR's desire to drill and complete wells in the AREA OF OPERATIONS.

1.4. Nature of Contract

CONTRACTOR shall perform the WORK as required by OPERATOR for OPERATOR in the AREA OF OPERATIONS as an independent CONTRACTOR. The CONTRACT is for drilling performance and CONTRACTOR shall supply all Equipment, Materials, Personnel and Services necessary for the WORK under this CONTRACT unless such Equipment, Materials, Personnel and Services are specifically detailed in the Scope of Work as being provided by OPERATOR, as normally provided by a dayrate drilling contractor acting in accordance with good oilfield practice.

ARTICLE 2 - COMMENCEMENT AND DURATION

2.1. Term

2.1.1. CONTRACTOR shall have the MODU in position and skidded over the first well, rigged up, critical inspection items rectified, and well control equipment pressure tested where necessary to OPERATOR'S satisfaction and is ready to start drilling or workover related operations estimated by **September-2026**. The Ready-To-Start Drilling Protocol in accordance with the Specimen of Ready-To-Start Drilling Protocol in Appendix 10 shall be issued and duly signed by both PARTIES.

2.1.2. If CONTRACTOR fails to be on the location designated by OPERATOR and ready to commence drilling/ testing related operations latest by <to be inserted> then CONTRACTOR shall pay to OPERATOR an amount equal to the Operating Rate for every day over <to be inserted> that CONTRACTOR fails to be on location and ready to commence drilling/testing related operations to a maximum of an amount equal to 10 (ten) days at the Operating Rate as liquidated damages for such failure. OPERATOR may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands. Payment or deduction of such damages shall not relieve CONTRACTOR from his obligations to complete the WORK or from any other of his obligations and liabilities under the CONTRACT. OPERATOR shall also have the right to terminate the CONTRACT as per Article 3.7. If the MODU is on location within <to be inserted> but is prevented from running anchors due to weather conditions, the length of the delay caused by being unable to run

anchors shall be added to <to be inserted> before liquidated damages are applied. Delays caused by weather before or during the tow shall not be added.

2.1.3. OPERATOR requires CONTRACTOR to furnish to OPERATOR a Performance Bond with the content as per Appendix 2 issued by an international first class bank for an amount of **(8%) eight percent** of bid winning contract price as security for the performance of any and all of CONTRACTOR's obligations under this CONTRACT.

2.1.4. The TERM shall commence on the COMMENCEMENT DATE and shall continue for the period required to drill, workover, test and/or abandon well(s) as per Appendix 1 hereof with a maximum measured depth of 6000m (six thousand meters) or until the WORK associated with the wells then in progress is completed in accordance with OPERATOR's instructions or until earlier termination of this CONTRACT. OPERATOR may extend the TERM as per Article 2.2.

2.1.5. For the purpose of this CONTRACT, "being ready commence drilling/ testing operations" shall mean when CONTRACTOR is first entitled to be paid the Operating Rate as detailed in the Schedule of Rates and Prices.

2.1.6. It is expressly understood that the commencement of the drilling / testing operations on the first location designated by OPERATOR shall be on the date indicated in clause 2.1.1 hereof. Notwithstanding any other provisions of this CONTRACT, should CONTRACTOR not be able to commence such drilling/ testing operations on the date indicated in clause 2.1.1 hereof because of one or more of the following events:

2.1.6.1. OPERATOR not having obtained the permission required to operate in the AREA OF OPERATIONS as set forth in the CONTRACT; or

2.1.6.2. OPERATOR not having provided CONTRACTOR with site survey as set forth in the CONTRACT;

Then OPERATOR shall pay CONTRACTOR the Mobilization Fee and shall pay CONTRACTOR at the Standby Rate until such time when all of the events referred to in Article 2.1.6.1 and 2.1.6.2 have been complied with by OPERATOR. During the duration of the Standby Rate period, OPERATOR shall, at its sole cost and risk, provide CONTRACTOR with water, fuel, logistics (including but not limited to supply boats and tow boats) and any other normal support services.

Should OPERATOR desire to terminate the CONTRACT during such period of Standby Rate, OPERATOR may do so by sending CONTRACTOR 60-day prior notice to that effect. Upon termination of CONTRACT, OPERATOR shall pay CONTRACTOR the Demobilization Fee.

For the duration of such Standby Rate, OPERATOR expressly waives his right to terminate or suspend the CONTRACT, including but not limited to the rights under Articles 2.1.2, 3.4, 3.8 and 3.9.

2.2. Extension

2.2.1. OPERATOR shall have the right to extend the period referred to in Article 2.1.4 for up to 03 (three) wells drilled (one well at a time) by giving written notice to CONTRACTOR at least 28 (twenty-eight) days before expiration of the period referred to in Article 2.1.4 or any extension under Article 2.2.2. The terms and conditions contained in this CONTRACT shall apply for 02 optional wells extension period.

2.2.2. OPERATOR may, in addition to the option to extend contained in Article 2.2.1, extend this CONTRACT for a period equal to any period of INDUSTRIAL ACTION or FORCE MAJEURE which occurred during the TERM. The validity of the Performance Bond shall be extended accordingly.

2.3. End of Term

The TERM shall not end until the well in progress subject to Articles 2.1.4, 2.2.1 and 2.2.2 has been completed in accordance with OPERATOR's instructions and after such further period as CONTRACTOR, proceeding as fast as reasonably possible, retrieves anchors, deballasts or pulling legs and is ready for tow. When the WORK under this CONTRACT has been successfully completed by CONTRACTOR to OPERATOR's satisfaction, the Protocol of Completion (as per Appendix 11) shall be duly signed by both PARTIES.

ARTICLE 3 - TERMINATION AND SUSPENSION

3.1. Termination with cause

3.1.1. This CONTRACT shall be deemed to be terminated upon the total loss of the MODU or if the MODU is officially declared by an agreed independent authority as being beyond repair. Such termination shall be at the date and time of such total loss, or at the time when the MODU is no longer of useful service to OPERATOR, whichever is earlier.

In the context of this Article, "total loss" shall include:

(a) an actual, constructive, compromised or arranged total loss of the MODU;

(b) expropriation, confiscation, nationalization, seizure or willful destruction by any Government or loss or damage due to revolution, rebellion, insurrection, civil strife, floating and stationary mines or torpedoes, or war (declared or undeclared) whilst in the AREA OF OPERATIONS.

3.1.2. In the event that this CONTRACT is terminated under this Article 3.1 CONTRACTOR shall be entitled only to the appropriate rate in accordance with the Appendix 3 (Schedule of Rates and Prices) in respect of the WORK provided up to the date of termination. In particular, no demobilization fee will be payable.

3.2. Termination by reason of FORCE MAJEURE

If by reason of FORCE MAJEURE, CONTRACTOR is prevented from performing its obligations under this CONTRACT for a continuous period of 15 (fifteen) days, OPERATOR may terminate this CONTRACT with immediate effect, whereupon no demobilization fee will be payable.

3.3. Termination due to INDUSTRIAL ACTION

If, by reason of INDUSTRIAL ACTION by CONTRACTOR'S PERSONNEL, CONTRACTOR is prevented from performing its obligations under this CONTRACT for a continuous period exceeding 7 (seven) days, OPERATOR by notice may terminate this CONTRACT with immediate effect, whereupon no Demobilization Fee will be payable.

3.4. Early termination at OPERATOR's option

Notwithstanding the other provisions of this Article relating to termination, this CONTRACT may be terminated at any time by OPERATOR without provision of reasons giving CONTRACTOR at least thirty (30) days prior written notice, whereupon this Contract shall terminate upon expiration of

the period of notice or completion of the Work associated with the well in progress at the time of expiration of the period of notice, whichever is the later, whereupon the Demobilization Fee shall be paid.

3.5. Termination due to changes in statutes or regulations

If Government authority having jurisdiction over the AREA OF OPERATIONS amends any statute or regulation which takes effect during the TERM and which imposes additional obligations on CONTRACTOR or OPERATOR in respect of the MODU or CONTRACTOR's EQUIPMENT, OPERATOR may require CONTRACTOR to comply with such amendment. OPERATOR will assume all of CONTRACTOR's costs incurred in satisfying the new obligation or negotiate a corresponding new day rate. If having regard to the costs of complying with such amendment, either PARTY considers it uneconomic to proceed with the WORK, it may terminate the CONTRACT upon completion of the well in progress, whereupon the Demobilization Fee shall be paid.

3.6. Termination due to default of CONTRACTOR

In the event of the material failure or refusal or inability of CONTRACTOR to operate the MODU accordance to the CONTRACT for 15 (fifteen) days continuously, or to perform any material part of the WORK in a safe, efficient, workmanlike, skilful and careful manner or with the required promptness and diligence that significantly interrupts the performance of the MODU for 15 (fifteen) days continuously, or when the MODU and/or the remainder of CONTRACTOR's items do not meet the requirements for which they have been designed due to basic deficiency in construction and/or design and therefore significantly affecting the performance of the MODU for 15 (fifteen) days continuously, or in the event of the material failure or refusal or inability of CONTRACTOR to comply with any of the requirements of the CONTRACT for 15 (fifteen) days continuously, OPERATOR shall give written notice to CONTRACTOR stating the details of such failure. If CONTRACTOR does not, within 7 (seven) days after receipt of such notice commence, and having commenced, continuously proceed with action to remedy such failure in accordance with the CONTRACT, OPERATOR shall have the right to terminate the CONTRACT whereupon no Demobilization fee shall be paid. CONTRACT may also be terminated according to Article 3.7.

In the event of CONTRACTOR becoming bankrupt or making a composition arrangement with its creditors or having a winding-up order made or (except for the purposes of amalgamation or reconstruction), a resolution for voluntary winding-up passed or having a provisional liquidator, receiver or manager of its business or undertaking appointed, or having possession taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, OPERATOR shall have the right to immediately terminate the CONTRACT, in which case no demobilization fee shall be paid.

3.7. Termination due to late arrival of MODU

In the event the CONTRACTOR fails to have the MODU ready to perform the WORK 30 (thirty) days after the date indicated in clause 2.1.1 above. OPERATOR may terminate this CONTRACT with immediate effect, whereupon no mobilization fee shall be payable.

3.8. Suspension at OPERATOR's discretion

OPERATOR shall have the right to suspend the WORK upon 7 (seven) days written notice for any reason at any time for up to 90 (ninety) days. During the period of suspension, the FORCE MAJEURE rate shall be payable as specified in the Appendix 3 (Schedule of Rates and Prices). After the WORK has been suspended for 90 (ninety) days, either PARTY may terminate this CONTRACT upon giving 7 (seven) days notice to the other, whereupon no Demobilization Fee shall be payable. OPERATOR shall not suspend the WORK during the period of Mobilization.

3.9. Suspension due to CONTRACTOR's performance

OPERATOR reserves the right at any time during the TERM to suspend the WORK if CONTRACTOR fails to comply with any of the obligations and duties under the CONTRACT. During such suspension no DAYRATE shall be paid (Zero Rate in accordance with the Schedule of Rates and Prices Appendix 3).

3.10. Replacement of Services at OPERATOR’s option

Notwithstanding the above, if any part of the services supplied/performed by CONTRACTOR is unsatisfactory to OPERATOR, OPERATOR have the right to request CONTRACTOR to replace at his cost and responsibility that entire service upon a fifteen-day written notice with a new service unit at his option. Failure to comply with OPERATOR’s request will result in terminating the CONTRACT according to Article 3.6 hereof.

ARTICLE 4 - EXECUTION OF THE WORK

4.1. CONTRACTOR's obligations

4.1.1. CONTRACTOR shall provide the MODU and the remainder of CONTRACTOR's EQUIPMENT, MATERIALS, PERSONNEL and SERVICES and shall drill, test wells and perform other WORK in accordance with requirements of the CONTRACT. CONTRACTOR shall perform the WORK with due diligence and in a safe and workmanlike manner in accordance with good oilfield practice and accepted standards of the industry and in compliance with applicable laws and regulations. CONTRACTOR warrants that it has the experience and capability including sufficient and competent supervisory and other personnel and all necessary facilities to efficiently and expeditiously perform the WORK. CONTRACTOR further warrants that it shall provide such personnel for the TERM of the CONTRACT. CONTRACTOR shall also provide any items of equipment, spare parts, materials, expendables and other supplies which are required to carry out the WORK in accordance with accepted standards of the industry.

4.1.2. CONTRACTOR undertakes that the MODU and the remainder of CONTRACTOR's EQUIPMENT, PERSONNEL and SERVICES shall, subject to sea and sea bottom conditions and within the MODU's design and minimum performance criteria, be capable of being moved for all moves required under this CONTRACT and of operating in the AREA OF OPERATIONS in drilling position in a normal and safe manner.

4.1.3. In the event of impending adverse weather or other conditions, the CONTRACTOR's DRILLING REPRESENTATIVE and the OPERATOR's DRILLING SUPERVISOR on board the MODU shall jointly decide whether to institute precautionary measures in order to safeguard the MODU, the wells, the well equipment and any other OPERATOR assets such as, but not limited to, pipelines, platforms, jackets, etc., to the fullest possible extent including the safety of OPERATOR's PERSONNEL and CONTRACTOR's PERSONNEL.

CONTRACTOR and OPERATOR each shall ensure that its senior representatives (CONTRACTOR'S DRILLING REPRESENTATIVE and OPERATOR'S DRILLING SUPERVISOR) for the time being on board the MODU will not act unreasonably in the exercise of this Article. If, notwithstanding the last mentioned provision, the two senior representatives are unable to agree, they or either of them shall refer the situation to OPERATOR and CONTRACTOR ashore and ultimately CONTRACTOR'S REPRESENTATIVE ashore shall decide. If it is not possible to communicate with OPERATOR ashore, CONTRACTOR's senior representative on board shall decide.

4.1.4. CONTRACTOR shall comply with all instructions that are issued by OPERATOR consistent with the provisions of this CONTRACT and in particular with any safety regulations or instructions which may be in force or are issued anywhere CONTRACTOR's PERSONNEL are carrying out the WORK under the terms of the CONTRACT. Such instructions shall if CONTRACTOR so requires be confirmed in writing by the OPERATOR's DRILLING SUPERVISOR on board the MODU. Such instructions may be given either generally in relation to all or part of the operations to be performed by CONTRACTOR under this CONTRACT or be of particular application and may include instructions as to drilling methods or the stoppage of operations in progress.

4.1.5. CONTRACTOR shall make himself aware of and shall comply fully with the current training and safety regulations of OPERATOR which at the COMMENCEMENT DATE are as set out in the Scope of Work, but which are subject to such changes as may be notified to CONTRACTOR by OPERATOR from time to time in writing. CONTRACTOR shall ensure that CONTRACTOR's PERSONNEL comply fully with the relevant training and safety regulations applicable for working onshore or offshore.

4.1.6. CONTRACTOR shall inform and ensure that CONTRACTOR's PERSONNEL are fully aware of and comply with all the requirements of the CONTRACT, which in any way affect them.

4.1.7. CONTRACTOR shall make all reasonable efforts to maintain goodwill with the various regulatory bodies and with the general public. Articles, films, or comment to the press or governmental bodies about the WORK shall not be prepared or made by CONTRACTOR or its SUBCONTRACTORS or their respective employees, officers or agents without the prior written consent of OPERATOR. OPERATOR shall act as prime initiator in contacts with any Vietnamese Government Departments or agencies on any matters relating to the CONTRACT except for those covered in Article 4.1.14.

4.1.8. CONTRACTOR shall be solely responsible for running the MODU and all of his Equipment related to drilling and other operations which have been written in and regulated by the CONTRACTOR's procedures, regulations.

4.1.9. OPERATOR shall be entitled to approve all final MODU positioning operations at his well locations or alongside its installations, however, CONTRACTOR shall at all times retain the power to veto any such rig positioning operations for reasons of MODU safety.

4.1.10. CONTRACTOR shall prior to the COMMENCEMENT DATE and thereafter if and when required by OPERATOR’s REPRESENTATIVE, provide written evidence that the MODU is and will be and remain properly certified throughout the TERM and that it complies with all laws, codes, directions and regulations applying in the AREA OF OPERATIONS.

4.1.11. CONTRACTOR hereby warrants that at all times the MODU will be kept in class and that the MODU and all CONTRACTOR'S EQUIPMENT, additions and substitutions thereto and all supplies furnished by CONTRACTOR shall be in good operating and mechanical condition and suitable for the use intended.

4.1.12. CONTRACTOR on request shall, prior to the COMMENCEMENT DATE or thereafter if required by OPERATOR's REPRESENTATIVE, provide OPERATOR with any design particulars of the MODU, details of the MODU's stability, general layout drawing or records reflecting the material condition of CONTRACTOR's EQUIPMENT and MODU.

4.1.13. CONTRACTOR shall be responsible, at its own expense, for obtaining before the COMMENCEMENT DATE and for complying with all registration consents and licenses necessary for CONTRACTOR to perform the WORK and all ancillary operations, including, without limitation, any permit necessary to enable CONTRACTOR to conduct business within the AREA

OF OPERATIONS and the territory or territories in which CONTRACTOR's SHOREBASE is situated. Without limitation, CONTRACTOR shall ensure full compliance with laws relating to safety. CONTRACTOR also shall be responsible, at its own expense, for obtaining before the commencement or during the TERM and for complying with all registration consents and licenses necessary for its SUBCONTRACTORS to perform the WORK.

4.1.14. CONTRACTOR undertakes to carry out the WORK in accordance with instructions given by OPERATOR'S DRILLING SUPERVISOR and to fully co-operate with the OPERATOR'S DRILLING SUPERVISOR or OPERATOR's other senior representative to make available all aspects of the WORK and CONTRACTOR'S EQUIPMENT, MATERIALS and SERVICES for audit at the request of the OPERATOR'S DRILLING SUPERVISOR or OPERATOR's other senior representative.

4.2. Changes to Contractor's Equipment

4.2.1. OPERATOR may at any time request CONTRACTOR to make additions, deletions or substitutions to the MODU and CONTRACTOR'S EQUIPMENT. Any such request shall be made in writing and CONTRACTOR shall not unreasonably withhold its consent.

4.2.2. CONTRACTOR shall make the additions, deletions or substitutions as quickly as possible.

4.2.3. The total cost to CONTRACTOR of any addition requested by OPERATOR, including but not limited to labour, materials, engineering, transportation and structural modifications or an addition to electric, air or other power supply occasioned by the addition, shall be paid for by OPERATOR in accordance with Appendix 3 (Schedule of Rates and Prices).

4.2.4. The agreed amounts in accordance with the Appendix 3 (Schedule of Rates and Prices) will be paid to CONTRACTOR by OPERATOR from the date CONTRACTOR implements any addition.

4.2.5. Notwithstanding anything else provided in Article 4.2 where, after CONTRACT or otherwise, an addition, deletion or substitution is required to enable the WORK to continue in a safe manner or comply with this CONTRACT or good oil field practice, then all costs of such addition, deletion or substitution shall be borne by CONTRACTOR.

4.3. Standard of Personnel

4.3.1. CONTRACTOR shall provide at its sole cost and expense at all times sufficient competent supervisory, technical and other personnel properly to perform the WORK in accordance with the Scope of Work and other Schedules.

4.3.2. The selection, replacement, hours of labour and remuneration of CONTRACTOR's PERSONNEL shall, except where otherwise provided under this CONTRACT, be determined by CONTRACTOR in accordance with applicable law. Any change of work schedule for CONTRACTOR's PERSONNEL as given in Appendix 5 (Personnel) will be subject to mutual written consent between OPERATOR and CONTRACTOR.

4.4. Minimum Number of Personnel

The minimum number of CONTRACTOR's PERSONNEL actively employed in the WORK shall be as detailed in Appendix 5.

4.5. Variation of CONTRACTOR's PERSONNEL

4.5.1. If, at any time, CONTRACTOR should require and with OPERATOR consent utilize in the WORK less than the minimum number of personnel listed in Appendix 5 (Personnel) without

affecting the efficiency of operations, then the rate payable by OPERATOR shall be reduced by the appropriate amount per person given in Appendix 5.

4.5.2. Where, without OPERATOR's prior consent, the number of any category of personnel is less than the number shown in Appendix 5, the rate payable by OPERATOR shall be reduced by the appropriate amount per person given in Appendix 5. Any such deficiencies shall be noted on a monthly invoice together with monthly time break down.

4.5.3. If, at any time, OPERATOR requests CONTRACTOR to furnish personnel additional to the personnel listed in Appendix 5 then the rate payable by OPERATOR will be increased by the actual amount of the cost increase to CONTRACTOR.

4.6. Qualification, Fitness and Visas etc.

4.6.1. CONTRACTOR shall ensure that all of CONTRACTOR's PERSONNEL are fully qualified, healthy and medically fit for their respective assignments.

4.6.2. CONTRACTOR shall obtain and renew all requisite visas, work permits, residence permits and all other relevant document and consents for CONTRACTOR's PERSONNEL in a timely fashion so as to enable them to carry out their assignments in the AREA OF OPERATIONS and not delay or disrupt the WORK.

4.7. Removal of Personnel

CONTRACTOR shall at all times maintain strict control and order amongst CONTRACTOR's PERSONNEL. If OPERATOR should request in writing that any of CONTRACTOR's PERSONNEL be removed from the MODU for incompetence or misbehaviour including but not limited to violation of safety rules, regulations or standards, CONTRACTOR, if such request if justified and reasonable, will immediately accede to such request and will promptly take all necessary action to provide an acceptable substitute at no cost to OPERATOR as soon as reasonably practicable.

4.8. Personnel movements

In order to preserve continuity of supervision, CONTRACTOR shall advise OPERATOR in writing of all leave schedules and all contemplated changes in its drilling and supervisory personnel and shall endeavor as far as possible to avoid frequent change in such personnel. CONTRACTOR shall advise OPERATOR 28 (twenty eight) days prior to any contemplated changes where practical. OPERATOR shall have the right to veto any contemplated changes of rigbased supervisory staff down to Assistant Driller. Notwithstanding the aforementioned, permission for changes in personnel will not be unreasonably withheld but OPERATOR shall take into account the levels of turnover before giving consent.

4.9. Travel time

CONTRACTOR shall provide at its sole cost any accommodation required or compensation due to CONTRACTOR'S PERSONNEL for travel time to CONTRACTOR'S LABOUR ASSEMBLY POINT. CONTRACTOR shall pay any overtime or additional payments due to CONTRACTOR'S PERSONNEL made necessary due to delays in crew changes for whatever reason.

4.10. Personnel search

CONTRACTOR acknowledges that OPERATOR may require that all CONTRACTOR's PERSONNEL traveling to or from the MODU shall be liable to body and/or luggage search at the point of embarkation or disembarkation. Failure to comply shall be sufficient ground to restrict any person from traveling to or from the MODU.

4.11. Compliance with Local Laws and Customs

CONTRACTOR shall ensure that CONTRACTOR's PERSONNEL comply with all applicable laws, customs and regulations, and that they do not engage in any activities which might be or which OPERATOR considers might be, prejudicial to maintenance of harmonious relations between OPERATOR and the local or governmental authorities.

In accordance with Article 19 "Taxation" OPERATOR will provide the import cover for import of rig and equipment/spares for the execution of CONTRACT.

4.12. OPERATOR's obligations

OPERATOR shall at its cost provide the Equipment and Personnel and perform the Services specified to be furnished by OPERATOR in the Scope of Work. OPERATOR shall be responsible for replenishing stocks of OPERATOR's items.

4.13. Fuel

Throughout the TERM, OPERATOR shall be responsible for supplying, at its expense, all fuel required by the MODU. On the COMMENCEMENT DATE and TERMINATION Date, CONTRACTOR shall officially record the amount of fuel on board the MODU in the IADC report witnessed by OPERATOR'S REPRESENTATIVE. If the inventory left over higher than the inventory at the COMMENCEMENT DATE then CONTRACTOR shall return OPERATOR the physical volume of the additional inventory. In case of the inventory at the TERMINATION Date is less than the inventory at COMMENCEMENT DATE then OPERATOR shall reimburse CONTRACTOR the amount of the COMMENCEMENT DATE inventory less the remain inventory at the TERMINATION Date at the price as per price list published by PV OIL at the COMMENCEMENT DATE plus handling fee as per clause 11.2 APPENDIX 3 hereof.

4.14. Rig Move Operations

Rig move operations start when the MODU starts retrieving anchors or pulling legs on the drilling location and ends when the MODU has positioned over the next drilling location and the MODU is ready to commence drilling/ testing operations.

4.14.1. CONTRACTOR undertakes:

(a) To perform the rig move from one drilling location to another drilling location in compliance with the CONTRACT and ensure that the rig move operations are performed in accordance with good marine practice and safety regulations.

(b) To comply during the rig move operations with Article 7 – Liability and Indemnity of the CONTRACT and in particular Article 7.1.5 and 7.3.

(c) To organize a pre-move meeting in Vung Tau at least one week prior to the rig move, including vessel representatives and also to organize a pre-move meeting on the day before the rig move on board and the MODU, including all captains of the towing and anchor handling vessels.

4.14.2. OPERATOR undertakes:

(a) To pay CONTRACTOR during the rig move operations at Standby Rate in accordance with Appendix 3 (Schedule of Rates and Prices), Sub-article 2 (Standby Rate)

(b) To assist CONTRACTOR in carrying out the works as defined in Clause 1.1 of this Article by performing tasks defined in following Clause 2.2 through 2.5.

(c) To provide at its cost and not later than seven (07) days before the move day all necessary information and survey results as requested by CONTRACTOR for location approval by insurance underwriters.

(d) To provide at its cost towing, anchor handling vessels and towing gears as per CONTRACTOR's requirements and subject to insurance underwriter's inspection and approval.

Vessel captains and mates shall speak fluent English and have a minimum of five (05) years experience in their position.

Should the vessels or towing gears not pass insurance surveyor's inspection, OPERATOR shall take immediate action to remedy the situation.

Should such action lead to any standby during the move operations the CONTRACTOR shall be compensated at the move rate (equal to Standby Rate in the CONTRACT) during such period.

(e) To provide once a day during one week before the rig move and twice a day during the rig moving weather forecasts from reputable weather report company until the MODU is safely positioned over the drilling location.

(f) To provide at its cost helicopter transportation for the insurance surveyor to the MODU when requested by CONTRACTOR with a two days notice.

(g) To comply during the rig move operations with Article 7 – Liability and Indemnity of the CONTRACT and in particular 7.1.5 and 7.2.1.

ARTICLE 5 -
HEALTH, SAFETY AND ENVIRONMENT

5.1. CONTRACTOR shall carry out the WORK in a safe manner at all times.

5.2. CONTRACTOR shall, and shall ensure that CONTRACTOR's PERSONNEL shall, at all times strictly observe and comply with all Health, Safety and Environmental regulations and procedures from time to time applying in the AREA OF OPERATIONS.

5.3. CONTRACTOR shall not cause or permit a hazardous, unsafe, unhealthy or environmentally unsound condition over which it has control to be conducted at the Worksite.

5.4. CONTRACTOR shall conduct safely drills and inspections as detailed in Appendix 7 (Health, Safety and Environment).

5.5. CONTRACTOR shall provide the reports detailed in Appendix 7 (Health, Safety and Environment).

5.6. CONTRACTOR shall ensure that all CONTRACTOR's PERSONNEL have full training and qualifications including those specified in Appendix 5.

5.7. CONTRACTOR shall be responsible for ensuring the restricted access of CONTRACTOR'S PERSONNEL to OPERATOR's production platform. Additionally, CONTRACTOR shall be responsible for ensuring the overall security of the MODU and the MODU's vital equipment (restricted access) for both CONTRACTOR'S PERSONNEL and OPERATOR's PERSONNEL.

ARTICLE 6 -
CONFIDENTIALITY

6.1. CONTRACTOR recognizes and shall respect the confidential nature of the WORK and shall keep it secret and confidential and shall not directly or indirectly disclose or permit to be disclosed to any THIRD PARTY, any information relating to the business affairs, WORK, investigation or operations of OPERATOR. CONTRACTOR shall take or cause to be taken whatever precautions are necessary to maintain such secrecy and confidentiality and prevent disclosure of the same, and shall not retain records or data from any well which relate to geological or production information following termination of this CONTRACT. CONTRACTOR shall ensure that its employees, SUBCONTRACTORS and agents also respect such confidentiality, and shall indemnify OPERATOR against any loss or damage arising as a result of breach of this Article 6 whether deliberate or inadvertent.

6.2. CONTRACTOR shall not disclose, and shall ensure that its servants and agents do not disclose, the whole or any part of the contents of this CONTRACT, or any ancillary or related information, to any person other than its employees, shareholders and investors, parent companies, subsidiaries and affiliates, financiers, insurers, auditors, consultants, advisors and their employees, as well as to the extent required by laws, regulations or the rule of stock exchange without the consent of OPERATOR.

6.3. CONTRACTOR shall be required to sign the Secrecy Declaration before the COMMENCEMENT DATE.

ARTICLE 7 - LIABILITY AND INDEMNITY

7.1. General

7.1.1. For the purpose of this article the word "claim" shall always mean collectively all claims, demands, causes of action, judgments, including legal costs and fees which are brought or may be instituted or rendered during the duration of the CONTRACT or at any time thereafter.

7.1.2. Without prejudice to the substantive laws applicable to the CONTRACT, it is the intention of the PARTIES hereto that the provisions of this Article 7 shall exclusively govern the allocation of risks and liabilities and the undertaking of indemnification of parties to the CONTRACT with respect to the matters defined in this Article 7 of the CONTRACT.

7.1.3. For the purpose of this Article 7, the benefit of any indemnity given in favor of OPERATOR and CONTRACTOR shall always be deemed to include their respective parent and affiliated companies and their respective Personnel.

7.1.4. For the purpose of this Article 7 only, any person introduced to the MODU by either PARTY, shall be deemed to be such PARTY's personnel.

7.1.5. Unless otherwise provided for in the other indemnities contained in this CONTRACT, a PARTY shall indemnify and hold harmless the other against any claims or demands arising out of injury (including fatal injury) to or loss or damage to property of a THIRD PARTY caused by the first PARTY negligence.

7.2. Property of Operator

7.2.1. OPERATOR shall be responsible for any injury (including fatal injury) to OPERATOR’s PERSONNEL and for any loss and damage to property belonging to OPERATOR and OPERATOR shall indemnify and hold harmless CONTRACTOR from any claims, demands, liabilities, actions, proceedings, damages, losses, costs, charges, expenses and fines arising out of such injury, loss or damage.

7.2.2. OPERATOR shall indemnify and keep indemnified and hold harmless CONTRACTOR from all actions, suits, claims, demands, liabilities, actions, proceedings, damages, losses, costs, charges, expenses and fines arising out of performance of the WORK in respect of:

(a) damage caused to underground reservoirs, strata or formations;

(b) loss of hydrocarbons or other minerals before their evolution above the seabed;

(c) damage or loss to OPERATOR's property caused by blow out or loss of control of a well; or

(d) damage or loss arising from use of mud additives at OPERATOR's direction or any other similar damage or loss incurred as a result of CONTRACTOR following OPERATOR's express instructions, unless such damage or loss is due to the sole negligence of CONTRACTOR or CONTRACTOR's PERSONNEL.

(e) damage, destruction or loss of the hole and/or well including the casing and equipment therein, unless the damage, destruction or loss to the hole and/or well is caused by the sole negligence of CONTRACTOR or CONTRACTOR'S PERSONNEL. To the extent such damage, destruction or loss is caused by the sole negligence of CONTRACTOR or CONTRACTOR'S PERSONNEL, CONTRACTOR shall, at OPERATOR’s discretion and sole remedy, redrill the part of hole and/or well so damaged or lost at the Repair Rate. The other terms and conditions of the CONTRACT shall apply during the period of this redrill.

(f) regaining control of any wild well, blow out, fire or cratering including the removal of debris caused by the above. In the event that such wild well, blow out, fire or cratering is caused by the sole negligence of CONTRACTOR, CONTRACTOR shall reimburse OPERATOR, as OPERATOR's sole remedy, a maximum amount of USD150,000.00 (United States Dollars one hundred fifty thousand only) for the cost incurred by OPERATOR in respect thereto.

7.3. MODU and property of CONTRACTOR

CONTRACTOR shall be responsible for any injury (including fatal injury and illness) to CONTRACTOR'S PERSONNEL and for any loss and damage to MODU and property belonging to CONTRACTOR, or CONTRACTOR's PERSONNEL, howsoever caused, without limitation, even if by OPERATOR's negligence, and CONTRACTOR shall indemnify and hold harmless OPERATOR from any claims, demands, liabilities, actions, proceedings, damages, losses, costs, charges, expenses and fines arising out of such injury, loss or damage. However, equipment lost in hole shall be compensated as per Article 7.4.

7.4. Equipment Lost In Hole

Notwithstanding the provisions of Article 7.3, in case:

(a) any downhole equipment is supplied by CONTRACTOR, loss or damage to that equipment while operated below the rotary table, excluding, however, wear and tear normally associated with drilling associated activities and losses due to CONTRACTOR's sole negligence, such loss and damage will be reimbursed by OPERATOR at the LIH residual value (including any transport charge to the operation site). The LIH residual value is the original purchase value of LIH/DBR equipment less the percentage accumulated depreciation of the equipment at the rate of 1.5% per month starting from the date of purchase until the time the equipment is declared LIH or DBR.

(b) any SUBSEA EQUIPMENT or MARINE EQUIPMENT supplied by CONTRACTOR, suffers loss or damage while operated below the rotary table, excluding, however, wear and tear normally associated with drilling and mooring associated activities, and losses due to

CONTRACTOR's sole negligence, such loss and damage will be reimbursed by OPERATOR at the LIH residual value (including any transport charge to the operation site). The LIH residual value is the original purchase value of LIH/DBR equipment less the percentage accumulated depreciation of the equipment at the rate of 1.5% per month starting from the date of contract until the time the equipment is declared LIH or DBR.

CONTRACTOR has to provide evidences as are necessary properly to support payment such as equipment's book value.

Loss or damage shall also be deemed due to CONTRACTOR's negligence in the event of CONTRACTOR not having replaced worn out equipment or materials in time at its own cost.

CONTRACTOR shall be responsible for drillpipe and BHA if loss in hole is due to drillpipe in a condition below API premium class.

7.5. Pollution

7.5.1. CONTRACTOR shall take all reasonable steps using good oilfield practices:

(a) to prevent pollution or contamination and possible damage to flora and fauna of the sea waters surrounding the MODU, including adjacent coastlines; and

(b) to keep the seafloor free of obstacles which could cause damage or hamper the installation of production facilities.

7.5.2. CONTRACTOR shall control, dispose of, clean up and remove, and shall indemnify and forever keep indemnified and hold harmless OPERATOR from all actions, proceedings, suits, claims, demands, costs and fines (including but not limited to those associated with control, clean up and disposal) howsoever arising from pollution or contamination originating from the MODU or equipment on it (except with respect to fluids in connection with blow out emanating from OPERATOR's well) or in the cause of transfer of substances to or from the MODU, or otherwise originating above the surface of the water and caused by substances under the CONTRACTOR's control.

7.5.3. Subject to Article 7.5.2, OPERATOR shall indemnify and forever keep indemnified and hold harmless CONTRACTOR from all actions, proceedings, suits, claims, demands, costs and fines howsoever arising from pollution or contamination (including but not limited to those associated with control, clean up and disposal) as a result of or related to the WORK and caused by emanations of fluids or other substances from below the seabed, however caused, without limitation even if caused by CONTRACTOR's negligence.

7.6. CONTRACTOR's Indemnity Regarding Patents, Etc.

CONTRACTOR shall indemnify and forever keep indemnified and hold harmless OPERATOR 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, equipment or methods owned, hired, constructed or provided by CONTRACTOR in connection with the WORK.

OPERATOR shall indemnify and forever keep indemnified and hold harmless CONTRACTOR 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, equipment or methods owned, hired, constructed or provided by OPERATOR in connection with the WORK.

ARTICLE 8 -
UNSATISFACTORY PERFORMANCE

8.1. Standard of Work

CONTRACTOR shall carry out the WORK wherever directed by OPERATOR in the AREA OF OPERATIONS and perform all its obligations under this CONTRACT with due diligence and care, in a good and workmanlike manner, in accordance with good oil field practice, without undue delays and in all conformity in all respects with the terms and conditions of this CONTRACT. The presence of any of OPERATOR's PERSONNEL and any inspections or supervisory activities carried out by them shall not relieve CONTRACTOR of any of its obligations or responsibilities in respect of performance of the WORK, which shall be the sole responsibility of CONTRACTOR.

8.2. Contractor's Performance

If OPERATOR is, for some reason (including, but not by way of limitation, incompetence of CONTRACTOR or slow progress in the performance of the WORK hereunder as the result of causes reasonably within CONTRACTOR's control or on account of negligence or lack of performance on the part of CONTRACTOR, or CONTRACTOR has failed to furnish or to maintain CONTRACTOR'S EQUIPMENT and OPERATOR's equipment in good conditions and suitable for the uses intended), dissatisfied with the performance by CONTRACTOR of its obligations under this CONTRACT, OPERATOR shall give CONTRACTOR notice in writing in accordance with Article 3.6 specifying in detail the matters which are the causes of its dissatisfaction. CONTRACTOR shall remedy the matters with which OPERATOR is dissatisfied.

8.3. Operator's Remedies

Should CONTRACTOR refuse to remedy or fail to commence to remedy the matters complained of in Article 8.2 within seven (7) days after receipt of that written notice by CONTRACTOR, OPERATOR shall have the option of:

(a) Terminating or Suspending the CONTRACT in accordance with Article 3.

(b) subject to the consent of CONTRACTOR's insurers, exclusively taking over operation of the MODU and CONTRACTOR's EQUIPMENT and direction of CONTRACTOR'S PERSONNEL for the purpose of conducting the WORK hereunder in which event and from the time of OPERATOR's take over until it releases the MODU, CONTRACTOR's EQUIPMENT and CONTRACTOR's PERSONNEL:

OPERATOR shall pay CONTRACTOR at the Force Majeure rate less any cost incurred by OPERATOR in such operations which would otherwise have been borne by CONTRACTOR;

CONTRACTOR's PERSONNEL shall remain employees of CONTRACTOR; and

CONTRACTOR at its own cost shall maintain in effect all insurances as are required by this CONTRACT, except that any additional premiums resulting from OPERATOR's takeover under this Article 8.3(b) shall be for OPERATOR's account.

8.4. After Takeover

At any time after the takeover by OPERATOR under Article 8.3(b), OPERATOR may terminate this CONTRACT as provided in Article 3, or may declare rights and obligations under this CONTRACT reinstated and call upon CONTRACTOR to recommence the performance of all of its obligations and duties or may continue to perform the WORK as provided in Article 8.3(b) until the expiration of the TERM or sooner Termination as provided in Article 3.

8.5. Breakdown of Contractor's Equipment

Should any of CONTRACTOR's EQUIPMENT break down, CONTRACTOR shall repair or replace such equipment as expeditiously as possible. Should CONTRACTOR fail to repair or replace such equipment within seven (7) days of the breakdown, OPERATOR shall have the right to replace the equipment and reduce the amount of any money payable hereunder to CONTRACTOR by the cost to OPERATOR of replacing the equipment.

ARTICLE 9 - PRICES AND PAYMENTS

9.1. General

9.1.1. OPERATOR shall pay CONTRACTOR from the COMMENCEMENT DATE during the continuance of the CONTRACT in accordance with Appendix 3 (Schedule of Rates and Prices).

9.1.2. No other payments shall be due by OPERATOR other than those specifically mentioned in this Article of CONTRACT.

9.1.3. All amounts expressed in dollars in this CONTRACT shall mean United States Dollars.

9.1.4. For Foreign CONTRACTOR, all Rates and Prices provided for in this CONTRACT include all taxes, duties, charges, fees of whatsoever nature outside Vietnam and are net of Vietnamese Taxes, except for Personal Income Tax.

For Vietnam CONTRACTOR: all Rates and Prices provided in this CONTRACT exclude Value added tax (VAT) only.

9.1.5 MOBILIZATION

Except as otherwise provided for in this CONTRACT, OPERATOR shall pay CONTRACTOR the MOBILIZATION FEE set forth in Appendix 3 (Schedule of Rates and Prices) upon presentation of Protocol of Completion of MOBILIZATION set forth in Appendix 6 (Specimen of Completion of MOBILIZATION Protocol) and submission of separated invoice.

9.1.6 DEMOBILIZATION

Except as otherwise provided in this CONTRACT, OPERATOR shall pay CONTRACTOR the DEMOBILIZATION FEE set forth in Appendix 3 (Schedule of Rates and Prices) upon completion of TERM and submission of separate invoice.

9.1.7 Rates

OPERATOR shall pay CONTRACTOR at the applicable Rate as set forth in APPENDIX 3 (Schedule of Rates and Prices) for all periods during the TERM save and except where not applicable in accordance with the terms of this CONTRACT.

9.2. Variation of Rates

The Rates set forth in Appendix 3 shall remain fixed for the TERM of the CONTRACT. No changes shall be made except in accordance with Articles 3.5, 4.5 and 21.1.

ARTICLE 10 - MANNER OF PAYMENT

10.1. Currency

10.1.1. All payments to be made under this CONTRACT by OPERATOR to Foreign CONTRACTOR shall be made in United States Dollars and to Vietnam CONTRACTOR shall be made in Vietnam Dong at the rates set out in Appendix 3 (Schedule of Rates and Prices) and shall be paid to CONTRACTOR at its address set out in Appendix 9 (Invoicing and Reporting) or such other address as shall previously be nominated in writing by CONTRACTOR to OPERATOR.

10.1.2. Notwithstanding the foregoing provisions, where the approval of other Government Departments is required for any payment to CONTRACTOR pursuant to this CONTRACT, the obligation to make that payment shall be suspended for such period as is necessary or reasonable to enable such approval to be obtained, and nothing in this CONTRACT shall be constructed as requiring OPERATOR to make a payment in contravention of any law.

10.2. Invoices

10.2.1. On or about the 10th day of each month succeeding the month during which WORK was performed or expense incurred by CONTRACTOR pursuant to this CONTRACT, CONTRACTOR shall submit to OPERATOR Original Acceptance Protocol duly signed by OPERATOR'S Drilling Deputy General Director which clearly states such as daily operation, meal and lodging, equipment usage together with one original plus two copies of each invoice accompanied by original vouchers of such records as are necessary properly to support such invoices as follow:

Offshore drilling services:

- Invoice for each well.

- Calculation sheet attached to invoice.

- Daily Operation Summary which is duly signed by both CONTRACTOR and OPERATOR's representative personnel and is specified for each well.

- Any other supporting documents if need.

Food and lodging for OPERATOR's personnel or visitor:

- Invoice.

- Calculation sheet attached to invoice.

- Monthly meal sheet which is duly signed by both CONTRACTOR and OPERATOR's representative personnel with note on consumption period for each well.

- Any other supporting documents if need.

Other service/ equipment provided by CONTRACTOR:

- Invoice.

- Calculation sheet attached to invoice.

- Third party service charge which is duly signed by both CONTRACTOR and OPERATOR's representative personnel with note on service provided for each well.

- Equipment Inventory Report which is duly signed by both CONTRACTOR and OPERATOR's representative personnel with note on equipment usage for each well.

- Evidence on each type of service/ equipment provided by CONTRACTOR's price such as Price list or Invoice from Third Party (Copy)

- Any other supporting documents if need.

10.2.2 The invoice for the Mobilization Fee shall be submitted after all the equipment has been

mobilized and the first well has been spudded.

10.2.3 OPERATOR shall pay the total amount of each invoice or, if there are any disputed items in an invoice, the amount invoiced less the disputed amount, within forty five (45) days of receipt of the invoice together with full and correct set of documents by telegraphic transfer to CONTRACTOR's designated bank account.

10.2.4 The CONTRACTOR’s bank account detail for payment is as follows:

10.3. Audit

Upon notice in writing to CONTRACTOR, OPERATOR shall have the right to audit CONTRACTOR's accounts and records for any calendar year relating to any invoice under this CONTRACT, such right to endure for a period of two (2) years from Termination of this CONTRACT. CONTRACTOR shall, if so requested by OPERATOR, permit access to its accounts and records to government-appointed auditors or other officials. Such audits shall be performed in CONTRACTOR's office where the accounts and records are maintained. CONTRACTOR shall have the right to exclude all of its technological aspects from the audit.

10.4. Set Off

Either Party may set off against an amount it owes to the other PARTY hereunder any amount payable to it by the other PARTY under this CONTRACT.

10.5. Payment with Full Reservation of Rights

10.5.1. Payment of an invoice is made with full reservation of OPERATOR's rights to question or dispute the validity of all or any part of such invoice at a later stage and it is hereby agreed that payment of one or more invoices in a series of invoices in connection with the same subject matter shall not constitute acceptance by OPERATOR of one or the whole series of such invoices.

10.5.2. Where during the period of two (2) years referred to in Article 10.3 OPERATOR is found to have overpaid CONTRACTOR, CONTRACTOR shall refund such overpayment.

ARTICLE 11 - INSURANCE

11.1. Insurance Required

The policies of insurance required under this Article 11 shall be affected with financially secure insurers approved by OPERATOR which approval shall not be unreasonably withheld. To the extent possible, before entering into any new policies of insurance required under this CONTRACT, CONTRACTOR shall endeavour to effect such insurances through PetroVietnam Insurance Company.

11.2. OPERATOR Additionally Insured

During the TERM CONTRACTOR shall maintain the insurances to the extent set forth below. CONTRACTOR shall ensure that the insurances required as provided, name OPERATOR as additional insured to the extent of indemnities given by CONTRACTOR in this CONTRACT. The legal liability insurance shall contain a cross liability endorsement stipulating that the policy will apply in the same manner as though a separate policy had been issued to each insured. CONTRACTOR will ensure that the insurers under any policy of insurance which CONTRACTOR maintains in connection with the WORK waive their rights of subrogation as regards OPERATOR, OPERATOR's other CONTRACTOR's and other additional insurers and the officers, directors and

employees of all of them to the extent of the indemnities given by and risks and liabilities assumed by CONTRACTOR. CONTRACTOR shall require the insurers to give at least thirty (30) day prior written notice to OPERATOR of any material change or cancellation and to so note the policies.

11.3. Evidence of Insurances

11.3.1. Prior to the COMMENCEMENT DATE, CONTRACTOR shall furnish OPERATOR with a certificate of each insurance required to be maintained by CONTRACTOR hereunder, and a list of insured risks, exclusions and deductibles contained in each policy.

11.3.2. Should CONTRACTOR at any time neglect or refuse to provide any of the insurance required herein or should any such insurance be cancelled, OPERATOR shall have the right to procure insurance and deduct the cost thereof from sums due and thereafter to become due to CONTRACTOR in addition to any other rights arising from the neglect or refusal.

11.4. Insurance Cover Requirements

11.4.1. CONTRACTOR shall provide the following insurances:

(a) Insurance to the full extent of its liability under any applicable laws relating to worker's compensation effected in accordance with any such applicable laws.

(b) Insurance against any liability arising by law or by virtue of any statute relating to employer's liability to any person employed by CONTRACTOR in or about the execution of the Work under this CONTRACT with endorsements as appropriate under applicable laws.

(c) Such other insurance cover as may be necessary in respect of expatriate personnel, if any, under the laws of the state or country of such personnel for the benefits required to be covered by insurance at the point of hire.

In respect of Article 11.4.1(a) and (b), such insurance shall be endorsed to indemnify the OPERATOR against any liability they may incur in relation to such employees.

In respect of Article 11.4.1(c), such insurance shall be endorsed to indemnify the OPERATOR against any liability they may incur under the applicable laws referred to.

11.4.2. Comprehensive General Liability Insurance covering premises, operations, SUBCONTRACTORS, blanket contractual liability, marine operations and aviation operations, including all other liabilities arising out of the execution of the WORK under this CONTRACT with limits of liability not less than USD50,000,000 (US Dollars Fifty Million) for any occurrence.

11.4.3. Marine Insurance

(a) Hull and machinery coverage, including removal of wreckage, clauses including but not limited to the perils of expropriation, confiscation, nationalization and deprivation, to the full declared value of all vessels, crafts, floating equipment and all other property owned, leased or chartered by the CONTRACTOR or its SUBCONTRACTORs. For the purpose of this CONTRACT, the declared value of the MODU shall be the Replacement Value of such property.

(b) Marine and Protection and Indemnity coverage (including Charterer's Liability cover, where applicable) with limits of liability not less than Fifty Million US Dollars (50,000,000 USD) for any occurrence. The risks may be covered with CONTRACTOR's liability insurance programme, specifically by collision liability and comprehensive general liability insurance.

(c) CONTRACTOR takes insurance for war risk.

11.4.4. Any other insurance from time to time required by applicable laws.

Such other insurances and cover as the OPERATOR may (at its expense) require from time to time.

The aforementioned limits of liabilities may be met by a combination of primary and excess liability policies.

Automobile liability insurance in accordance with any local legislation on or all owned, non-owned and hired vehicles used in connection with the WORK hereunder with minimum limit of Five Hundred Thousand US Dollars (500,000 US Dollars) for any one occurrence.

Adequate insurance on CONTRACTOR's SHOREBASE property including housing, offices, stores, materials and equipment, including cover during transportation of materials and equipment to and from the MODU.

All CONTRACTOR's insurance policies of this Article 11 shall be suitable endorsed by the respective insurers to waive their rights of subrogation against OPERATOR and VIETSOVPETRO.

ARTICLE 12 -
COMPLIANCE WITH LAWS

In the performance of the WORK, CONTRACTOR shall comply with all applicable laws (including regulations and decrees) of the Socialist Republic of Vietnam and with any rules, regulations, decrees, directives or requirements of any relevant governmental division or local authority or agency and it will ensure compliance therewith by CONTRACTOR'S PERSONNEL and with all applicable directions, decisions and other administrative legislative or ministerial acts, especially those relating to safety, and will respect and, where applicable, follow the traditions and customs of the Socialist Republic of Vietnam.

ARTICLE 13-
INDUSTRIAL RELATIONS

13.1. CONTRACTOR Responsibility

CONTRACTOR will be responsible for the industrial relations management of its own employees or its SUBCONTRACTORS. The PARTIES acknowledge that it is a Term and Condition of this CONTRACT essential to the satisfactory performance of the WORK throughout the TERM that CONTRACTOR shall at all times promptly take the steps necessary to maintain good labour relations with its Personnel to the extent that such requirement is consistent with sound business practice.

13.2. Notice of Claims

CONTRACTOR shall keep OPERATOR informed of all industrial claims and industrial disputes affecting CONTRACTOR's PERSONNEL and shall use its best endeavour to settle the industrial claims or disputes. The PARTIES agree that they will fully consult with each other with respect to the resolution of all industrial claims and industrial disputes affecting CONTRACTOR'S PERSONNEL.

13.3. Information

CONTRACTOR shall, whenever requested by OPERATOR, furnish to OPERATOR such details as shall be required of rates of pay, benefits and conditions of employment for CONTRACTOR'S PERSONNEL engaged in the performance of the WORK.

ARTICLE 14 -
FORCE MAJEURE

14.1. Delays, Etc.

Neither OPERATOR nor CONTRACTOR shall be responsible to the others for any delay, damage or failure caused by or occasioned by Force Majeure. Both Parties shall diligently do all things reasonably required to remove such causes to remedy the effects thereof and resume the WORK hereunder as soon as such cause or causes are removed or effects remedied. During Force Majeure the Force Majeure Rate shall apply.

14.2. Continuing Responsibilities

For the duration of delay, damage or failure caused or occasioned by Force Majeure, CONTRACTOR shall, insofar as it is able:

(a) maintain its customary insurance cover and all insurance it is required to obtain and maintain under this CONTRACT and take all reasonable steps to protect the well from any loss and damage which might result from blowout, bad weather, collision or other accidental cause; and

(b) minimize amounts payable by OPERATOR at the Force Majeure Rate by deducting from amounts which would otherwise be payable, amounts actually saved by CONTRACTOR arising from the Force Majeure, including amounts saved by releasing part or all of CONTRACTOR'S PERSONNEL or by operating for a THIRD PARTY.

ARTICLE 15-
LIENS

15.1. Indemnity

CONTRACTOR shall indemnify and forever keep indemnified and hold harmless OPERATOR from, and shall keep CONTRACTOR's EQUIPMENT, OPERATOR's EQUIPMENT, wells and WORK free and clear of, all liens, claims, assessments, fines and levies created, caused or committed by CONTRACTOR or CONTRACTOR'S PERSONNEL. OPERATOR may post on CONTRACTOR'S EQUIPMENT such notice (which CONTRACTOR shall not permit to be removed without the prior consent of OPERATOR) as it may desire to protect itself against such liens, claims, assessments, fines and levies.

15.2. Discharge of Liens

Where any liens exist in respect of any CONTRACTOR'S EQUIPMENT, OPERATOR'S EQUIPMENT or wells, OPERATOR and CONTRACTOR shall meet to discuss the matter. If after such meeting OPERATOR is reasonably satisfied that a lawful lien exists, OPERATOR may, if it so elects, pay and discharge the same, and may thereafter deduct the amount or amounts so paid by OPERATOR from any sums due or which shall become due to CONTRACTOR under this CONTRACT.

ARTICLE 16 -
ASSIGNMENTS

16.1. CONTRACTOR shall not assign its rights or obligations under this CONTRACT or subcontract or delegate any part of the WORK without the prior written consent of OPERATOR which will not be unreasonably withheld. An assignment, subcontract or delegation made in accordance with this Article 16 shall not relieve CONTRACTOR of any of its obligation or responsibilities.

16.2. OPERATOR shall at all times have the right to assign in whole or in part its rights and its obligations under this CONTRACT to an Affiliate of OPERATOR without the consent of CONTRACTOR. An Assignment by OPERATOR to a person or corporation other than an Affiliate of OPERATOR shall only be made with the prior written consent of CONTRACTOR which will not be unreasonably withheld.

ARTICLE 17 - NOTICES

All notices required to be given under this CONTRACT shall be in writing and will be deemed to have been validly given if delivered by hand or by prepaid mail or transmitted by facsimile to the office of the Party concerned as detailed in Appendix 9. All such notices shall be effective upon receipt which, in any event shall be deemed, in case of notice by mail to be 4 (four) days after posting and in the case of notice by facsimile, one working day after transmission.

For the purpose of this Article, "working day" means a working day at the place of receipt.

ARTICLE 18 - APPLICABLE LAW AND CONSTRUCTION

18.1. Governing Law and Jurisdiction

18.1.1. The CONTRACT shall be construed and take effect in accordance with the Laws of Vietnam.

18.1.2. All disputes arising out of or in ralation to this contract shall be finally settle by the Vietnam International Arbitration Center at the Vietnam Chamber of Commerce and industry in accordance with its rules of Arbitration

The number of Arbitrators shall be three.

The Place of Arbitration shall be Ha noi.

The language of the arbitration shall be the Vietnamese language

The applicable law shall be Laws of Vietnam.

18.2. Amendment and Construction

This CONTRACT is the entire CONTRACT between the PARTIES. No written or oral communication either before or after execution hereof shall form any part of this CONTRACT and any amendments hereto shall only be effective and binding on the PARTIES if they are made in writing and signed by both PARTIES.

ARTICLE 19 - TAXATION

19.1. All taxes, fees, duties, charges of whatsoever imposed outside Vietnam and personal income tax inside Vietnam shall be at the Foreign CONTRACTOR's account.

All taxes, fees, duties, charges of whatsoever imposed inside Vietnam shall be at the OPERATOR's account, except personal income tax for Foreign CONTRACTOR personnel which shall be at the Foreign CONTRACTOR's account.

19.2. All Rates and Prices provided in this CONTRACT exclude Value added tax (VAT) only for Vietnam CONTRACTOR.

19.3 CONTRACTOR has responsibility for declaring and paying personal income tax for employees worked in Vietnam under OPERATOR's assignment. Within 7 days from the date the employees begin working in Vietnam, CONTRACTOR has to submit to the Tax Department of Ba Ria Vung Tau the information below: Lists employees, nationality, passports, working time, work undertaken, income. At the same time contractor sends 01 copy of those documents above to OPERATOR.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

20.1. Independence of CONTRACTOR

In the performance of the WORK as provided in this CONTRACT, CONTRACTOR shall be an independent CONTRACTOR with authority to control and direct performance of the WORK and CONTRACTOR'S PERSONNEL generally. CONTRACTOR'S PERSONNEL are not, and shall not be considered for any purpose to be, employees of OPERATOR.

20.2. OPERATOR's Right of Inspection

OPERATOR REPRESENTATIVE and OPERATOR DRILLING SUPERVISOR shall at all times have access to all parts of the MODU for the purpose of inspecting CONTRACTOR's Equipment or observing tests or inspecting the WORK in order to judge whether such Equipment is complete and in efficient operating condition and whether such WORK is being performed by CONTRACTOR in accordance with the provisions of this CONTRACT.

20.3. Indemnity

It is agreed that if it should be held by a court, tribunal or agency of competent and proper jurisdiction that CONTRACTOR or CONTRACTOR's employees are employees of OPERATOR, then CONTRACTOR shall indemnify and forever keep indemnified and hold harmless OPERATOR from all actions, claims, demands, costs, losses, damages, expenses, taxes or fines (hereinafter referred to jointly as "claims") howsoever arising as a result of CONTRACTOR or its employees being held to be employees of OPERATOR.

ARTICLE 21 - RELOCATION

21.1. If OPERATOR shall change his LABOUR ASSEMBLY POINT or request CONTRACTOR to change its Shorebase to a location more appropriate to the administration of the WORK being performed at that time or to help facilitate the transportation of Personnel and/or Equipment of CONTRACTOR and OPERATOR, then the DAYRATES to be paid by OPERATOR shall be adjusted by CONTRACT between OPERATOR and CONTRACTOR to reflect variations in costs of operation in the new area.

21.2. CONTRACTOR shall be reimbursed by OPERATOR for reasonable relocation expenses as agreed in advance by OPERATOR.

ARTICLE 22 - CONSEQUENTIAL DAMAGES

Notwithstanding anything else herein contained, neither PARTY shall be liable to the other for the indirect or consequential damages including, without limitation, loss of profit, loss of use of assets and loss of production resulting from or arising out of this agreement.

ARTICLE 23 -
SUBCONTRACTING

CONTRACTOR shall inform OPERATOR of proposed SUBCONTRACTORS prior to the WORK and shall submit programs and Personnel resumes and other relevant information at OPERATOR's request. OPERATOR shall have the right to refuse CONTRACTOR's proposed SUBCONTRACTORS without any reason given, however permission to use CONTRACTOR's proposed SUBCONTRACTORs shall not normally be refused.

ARTICLE 24 -
OPERATOR'S REPRESENTATIVE

24.1. OPERATOR'S REPRESENTATIVE may delegate any of his responsibilities to one or more nominated deputies. Information, instructions and decisions from any nominated deputy shall be as if from OPERATOR's REPRESENTATIVE.

24.2. OPERATOR's REPRESENTATIVE and any person authorized by OPERATOR's REPRESENTATIVE shall have access at all times to the MODU or any place where the WORK is being performed and to all correspondence, reports, literature and all other information relating to the MODU or the WORK and CONTRACTOR shall afford every facility for and every assistance in obtaining the right of access.

24.3. OPERATOR's REPRESENTATIVE shall be based at OPERATOR'S SHOREBASE and shall be responsible for the overall running of the drilling project and shall liaise with all parties involved in the project as necessary for completion of the WORK. OPERATOR's REPRESENTATIVE shall notify CONTRACTOR through the OPERATOR's DRILLING SUPERVISOR of all information, instructions and decisions of OPERATOR made under the provisions of the CONTRACT. All information, instructions and decisions from OPERATOR REPRESENTATIVE shall be as if from OPERATOR.

24.4. OPERATOR shall have the right to change OPERATOR's REPRESENTATIVE at any time and shall notify CONTRACTOR accordingly.

24.5. Instructions, information and decisions from any one other than OPERATOR's REPRESENTATIVE or any nominated deputy acting within the terms of his delegated authority shall have no legal force or validity even if they are written on OPERATOR notepaper.

24.6. In addition to the OPERATOR's REPRESENTATIVE, OPERATOR shall be entitled to designate representatives who shall at all times have access to the MODU and CONTRACTOR's warehouse for the purpose of observing tests, audit of the work performed by CONTRACTOR or verifying the records furnished by CONTRACTOR or verifying the records furnished by CONTRACTOR.

ARTICLE 25 -
OPERATOR'S DRILLING SUPERVISOR

25.1. OPERATOR'S DRILLING SUPERVISOR shall notify CONTRACTOR's DRILLING REPRESENTATIVE of all information, instructions and decisions of OPERATOR made under the provisions of the CONTRACT. All information, instructions and decisions from OPERATOR'S DRILLING SUPERVISOR shall be as if from OPERATOR and shall be implemented by CONTRACTOR'S DRILLING REPRESENTATIVE.

25.2. OPERATOR shall have the right to change OPERATOR'S DRILLING SUPERVISOR at any time and shall notify CONTRACTOR accordingly.

25.3. OPERATOR's DRILLING SUPERVISOR shall be in overall charge of WORK on the MODU and shall have full authority for day to day operations to be performed under the CONTRACT but shall not have authority to vary the provisions of the CONTRACT.

25.4. OPERATOR's DRILLING SUPERVISOR shall have access at all times to all parts of the MODU or any place where the WORK is being performed and to all correspondence, reports, literature and all other information relating to the MODU or the WORK and CONTRACTOR shall afford every facility for and every assistance in obtaining the right of access.

25.5. OPERATOR's DRILLING SUPERVISOR shall be the sole person on the MODU authorized to sign official documents on behalf of OPERATOR.

25.6. Any instructions issued by OPERATOR's DRILLING SUPERVISOR or OPERATOR REPRESENTATIVE shall be assumed authorized and approved by VIETSOVPETRO.

APPENDIX 1
SCOPE OF WORK

NOTE: The content of Scope of Work will be inserted during the CONTRACT discussion.

APPENDIX 2
PERFORMANCE BOND

As per the content required in Appendix No.12 of this ITB

APPENDIX 3

SCHEDULE OF RATES AND PRICES

GENERAL

For Foreign CONTRACTOR, all Rates and Prices provided in this CONTRACT include all taxes, duties, charges, fees of whatsoever nature outside Vietnam and are net of Vietnamese Taxes, except for Personal Income Tax.

For Vietnam CONTRACTOR, all Rates and Prices provided in this CONTRACT exclude Value added tax (VAT) only.

1. OPERATING RATE

1.1 The Operating Rate for the duration of the CONTRACT shall be …… USD/day (……. USD per day) for the firm work only related to the .... Firm Wells and ..... options (As per Appendix 1 "Scope of Work"). All options shall be mutually agreed to in accordance with Article 2 of CONTRACT.

The aforementioned Operating Rate shall be per 24 hour day or pro-rated for the part thereof and is payable from the moment the MODU is in position and skidded over the first well , rigged up, critical inspection items rectified, and well control Equipment pressure tested where necessary to OPERATOR'S satisfaction and is ready to start drilling or workover related operations. Subsequently, drilling related operations shall be deemed to start at the moment the first bottom hole assembly component is first picked up on the rig floor. Workover related operations shall be deemed to start at the moment when the MODU is ready to operate as detailed above, subsequently i.e. when the kill line has been connected to the X-mas tree and pressure tested to OPERATOR'S satisfaction and the wireline lubricator is on the rig floor ready to be lowered and installed.

Both PARTIES shall at this time duly sign a Ready-to-Start Drilling Protocol in the format provided in APPENDIX 10 (Specimen of Ready-To-Start Drilling Protocol). Any delay in signing this protocol shall not affect the applicable rate of the rig.

1.2 The Operating Rate shall apply unless it is superseded by any of the other Rates in the circumstances described and listed in this section.

1.3 Operating Rate shall apply during well control operations, unless the loss of control of the well was caused by the SOLE NEGLIGENCE of CONTRACTOR's PERSONNEL, in which case Zero Rate shall apply.

2. STANDBY RATE

2.1 The Standby Rate shall always be eighty percent (80%) of the Operating Rate and shall be per 24 hour day or prorated for part thereof and shall be payable during any of the following periods:

(a) During all moving operations in accordance with Article 4.14. of General Terms and Conditions of this Contract.

(b) While waiting for OPERATOR orders or while waiting for OPERATOR's EQUIPMENT, MATERIALS OR SERVICES, or if normal operations are suspended during the repair of OPERATOR's EQUIPMENT OR MATERIALS unless during such waiting period the MODU is engaged in tripping, circulating or rotating operations at the sole discretion of OPERATOR;

(c) During any period while the operations to be performed by the MODU is shut-down or

suspended because of the state of the tide, the strength of the tidal currents or adverse weather/sea conditions.

CONTRACTOR shall be paid 80% of the Operating Rate (as per Standby Rate) for the first cumulative 12 (twelve) hours of shutdown or suspension of one or more periods in one calendar month period; and

After the first cumulative 12 (twelve) hours of shutdown or suspension of one or more periods in one calendar month period, CONTRACTOR shall be paid 60% of the Operating Rate (as per Repair Rate) for the next cumulative 48 (forty eight) hours of shutdown or suspension of one or more periods in one calendar month period; and

Thereafter, Zero Rate shall be paid for any one or more periods of shut-down or suspension until such time as the MODU is able to resume scheduled operation.

(d) During testing of the well, which shall be deemed to start from the moment the flexible test line is installed and successfully pressure tested and shall be deemed to finish at the moment of commencement to pump fluid to kill the well;

(e) During any electric logging, EMS or Gyro survey operations, including rigging up and down of OPERATOR's Equipment using CONTRACTOR's drawworks;

(f) During loading/unloading of OPERATOR'S EQUIPMENT, MATERIALS AND SERVICES only if no other drilling or well operation is ongoing at such time.

(g) Upon Termination of the CONTRACT after release from the last well until the moment the MODU is ready to tow; the said tow not to be unduly delayed by CONTRACTOR;

(h) During "fishing operations" except if fishing is caused by failure of CONTRACTOR's Equipment which operates beyond the normal specification of the Equipment at the request of the OPERATOR;

(i) During slipping and cutting drilling line. During servicing the top drive and traveling block (including post – jarring inspections), re-packing the swivel and changing mud pump fluid – ends, consumable items "not exceeding 30 minutes/day";

(j) During any periods spent "waiting on cement";

(k) During mixing mud and LCMs and "curing mud losses operations until the normal drilling can be resumed."

(l) During any period nippling up/down the BOP's, riser, spools, diverter, wellhead sections, spacer spools, X-mas tree, flowline.

(m) During any periods spent pressure and function testing the BOP Equipment and surface well control Equipment including retrieving and setting of the wearbushing;

(n) During any periods spent casing pressure testing, Leak-Off testing and Formation Integrity testing;

(o) During pumping cement using cementing unit only unless is engaged in tripping or rotating of the drill string at the sole discretion of OPERATOR;

(p) During any periods spent "monitior wellbore on trip tank";

(q) During any periods spent “Waiting for wellbore to relax”;

(r) During any periods while the MODU is laying down, picking up, running in the hole and pulling out of the hole for racking back, any drill pipe, heavy weight drill pipe, drill collars, crossovers and bit subs for the purposes of tubular and crossovers inspection schedule and/or rejection by OPERATOR of the tubulars and crossover as detailed in Article 6.6, Apendix 1, Scope of Work herein this Contract.

Item (h)

For the purpose of this CONTRACT, “fishing operations” shall mean any operation where EQUIPMENT (whether CONTRACTOR or OPERATOR) listed in

Appendix 4, Specification & Equipment, Section O-X: Fishing Tools;

Any other provisions specifying fishing tools provided for in the CONTRACT;

Other specialty fishing tools called out by OPERATOR to perform the WORK

is run in the hole to perform the “fishing operations”. The “fishing operation” time shall include, but not limited to, fishing tool make-up and break-out, fishing tool repair or refurbishment at the rig-site if the “fishing operation” is standing by, running in and pulling out of the hole with fishing tool, circulating before and/or after performing the “fishing operation”, jarring the drill string or casing, free point diagnostic time, wireline work related to the “fishing operation” and the actual “fishing operation” itself;

For purposes of clarity, an independent casing scraper run without the use of another fishing tool and not involved in a “fishing operation” shall be deemed Operating Rate.

Item (i)

For the purpose of this CONTRACT, “not exceeding 30 minutes/day” shall mean any servicing the traveling blocks and crown sheaves, servicing the top drives (including post – jarring inspections), replace the swivel packing, changing mud pump fluid-ends consumable items, post jarring inspection as per OEM recommendations and all of these operations shall be at the Standby Rate if not exceeding 30 minutes/day. Should the time for any and all of the above operations exceed 30 minutes/day then would be at Repair Rate.

Item (k)

For the purpose of this CONTRACT, “curing mud losses operations until normal drilling can be resumed” shall mean during mixing mud, mixing LCM pills, pulling back to rig up side entry sub, rigging up or break out the side entry sub, mixing and pumping DOBG or DOBC, stripping operation above a DOBG or DOBC pill, circulating and/or conditioning mud after spotting DOBG or DOBC or encountering a loss circulating zone, washing and/or reaming to top of, or through a DOBG or DOBC pill, flow checking the well before or after spotting LCM pill or any other time, pulling out of hole to previous casing shoe or a safe point before and/or after spotting LCM pill and running in hole from same point.

For purposes of clarity, tripping the drill string to surface after spotting an LCM pill to change any one BHA component, run wireline logs, or to run casing will be deemed Operating Rate. Additionally, making a dedicated wiper trip to condition the mud and hole at full circulation rate prior to running casing or wireline logging operations will be deemed Operating Rate.

For the purpose of this CONTRACT, “until normal drilling can be resumed” shall mean when the

IADC reports states “drill new hole from …”.

3. REPAIR RATE

3.1 The Repair Rate shall always be sixty percent (60%) of the Operating Rate and shall be payable per 24 hour day or prorated for part thereof and shall be payable during any period while the MODU is suspended (notwithstanding Article 3.9 of the General Terms and Conditions) or the next operation cannot commence owing in any case to the absence of, the failure of, negligence of or accidental damage to (howsoever the same may arise) any piece of CONTRACTOR's Equipment. The Repair Rate shall be payable throughout the period of such shut-down or suspension (notwithstanding Article 3.9 of the General Terms and Conditions) until normal operations as defined by OPERATOR program can be resumed.

The Repair Rate shall be applied for the period of circulating with one mud pump at OPERATOR’s sole discretion while CONTRACTOR is servicing or repairing the other MODU's mud pump(s).

For avoidance of doubt, as long as CONTRACTOR is making progress towards OPERATOR’s written instructions the Operating Rate shall be payable. OPERATOR, at his sole discretion, shall determine what the written instructions are as defined by the operational program (drilling, re-entry, completing testing).

3.2 Notwithstanding the provisions in Article 3.1 herein, the Standby Rate shall be paid for the first cumulative twelve (12) hours per calendar month for any one or more periods of shut-down or suspension (notwithstanding Article 3.9 of the General Terms and Conditions). The Repair Rate shall be paid for the next cumulative forty-eight (48) hours per calendar month for any one or more periods of shut-down or suspension (notwithstanding Article 3.9 of the General Terms and Conditions). Thereafter, Zero Rate shall be paid for any one or more periods of shut-down or suspension (in accordance with Article 3.9 of the General Terms and Conditions) until such time as the MODU is able to resume scheduled operation (written instruction form OPERATOR) as it was before the trouble that caused such shutdown or operation.

4. ZERO RATE

4.1 The Zero Rate shall be applied during any of the following periods:

(a) From the Effective Date until the moment the Operating Rate first becomes payable.

(b) For any period that normal operations are being conducted in order to correct or overcome the effect of negligence on the part of the Contractor; such as but not limited to:

- Tools or drill string dropped in hole
- Drilling string dropped and/or twisted off
- Failure to follow procedures set forth in the contract
- Neglect of Operator instructions
- Rig downtime due to lack of contractually required Equipment onboard the MODU.

(c) For a period that the MODU is unable to commence demobilization upon completion of WORK (as per PROTOCOL OF COMPLETION) or upon TERMINATION in compliance with terms and conditions of this CONTRACT due to adverse weather conditions. Demobilisation shall commence immediately when the weather window is available.

(d) During the Zero Rate periods mentioned in section 2.1, 3.2 herein and any other applicable Articles in the General Terms and Conditions of this CONTRACT.

(e) For any period that Contractor is unable to provide sufficient personnel for the work due to whatsoever reason. If such period is longer than 14 calendar days, all costs from the 15th day, including fuel, water, transportation shall be borne by CONTRACTOR until the time the sufficient personnel is provided.

5. FORCE MAJEURE RATE

5.1 The Force Majeure Rate shall be thirty percent (30%) of Operating Rate, less mutually agreed savings.

5.2 The Force Majeure Rate shall apply in accordance with provisions of Article 1 and Article 14 of CONTRACT.

6. MOBILIZATION FEE

6.1 The lump sum MOBILISATION FEE shall be ……. United States dollars (USD ……).

6.2 The payment of the MOBILIZATION FEE shall be paid in accordance with Clause 2.1.1 and Clause 9.1.5 of General Terms and Conditions.

7. DEMOBILIZATION FEE

7.1 The lump sum DEMOBILISATION FEE shall be …….United States dollar (USD …..).

7.2 DEMOBILIZATION FEE shall be payable upon completion of TERM and submission of separate invoice.

7.3 Should CONTRACTOR enter into another drilling CONTRACT with the other Operator in Vietnam in direct continuation following either termination or signing the Protocol of Completion, the DEMOBILIZATION FEE shall not be due.

8. MEAL AND ACCOMMODATION CHARGES FOR OPERATOR SPONSORED PERSONNEL

8.1 CONTRACTOR shall provide at no cost to OPERATOR catering and accommodation arrangements on the MODU for feeding and accommodating a monthly average of twenty (20) OPERATOR's sponsored Personnel and/or OPERATOR sponsored visitors per day. For the purpose of clarity, OPERATOR sponsored Personnel shall include but not be limited to mud loggers, directional drilling personnel, mud engineers, electric logging personnel and OPERATORs drilling and geological supervision. Specialist personnel included in Article 9 herein, shall not be considered as OPERATOR sponsored Personnel.

8.2 In the event that a monthly average of more than twenty (20) OPERATOR sponsored Personnel and/or OPERATOR sponsored visitors per day are fed and/or accommodated on the MODU, OPERATOR shall pay CONTRACTOR the followings rates (in USD) for such additional Personnel:

(a) 60 USD per person per day on board at midnight to cover full board and lodging;

(b) 30 USD per person per day (three meals) for other persons not staying overnight.

9. COSTS FOR PROVISION OF ADDITIONAL SPECIALIST PERSONNEL

CONTRACTOR shall, if possible provide additional specialist Personnel when required by OPERATOR. OPERATOR shall normally provide fourteen (14) calendar days notice of mobilization.. The daily rate, in accordance with APPENDIX 5 (Personnel) shall be payable for every day or part day from the day the person or crew arrive at OPERATOR's SHOREBASE at the request of OPERATOR, until their return to OPERATOR's SHOREBASE.

Should daily rate not be covered in Appendix 5 (Personnel) such personnel will be charged at documented cost, including all travel and lodging, to CONTRACTOR, including handling fee.

Mobilization charge shall be payable when person or crew arrives at OPERATOR's SHOREBASE at the request of the OPERATOR and OPERATOR shall reimburse all expenses incurred in mobilization and expenses incurred by arriving early in Vung Tau or staying overnight on return to shore. No demobilization charge shall be paid.

No mobilization charge shall be paid for the person or crew available inside Vietnam. Should the invited person or crew is mobilized from outside Vietnam then CONTRACTOR shall submit documented (incl. air tickets, ticket invoice and passport stamp) invoice to OPERATOR. CONTRACTOR may change out its Personnel with written permission of OPERATOR but no additional mobilization shall be paid unless the person or persons have been on the MODU for more than twenty eight (28) calendar days. Should Personnel be on standby onshore at the request of OPERATOR then no additional payment shall be made in addition to the daily rate. No mobilization shall be paid.

The cost of CONTRACTOR'S PERSONNEL necessary for carrying out the WORK, shall be included in the DAYRATE (namely the Operating or Standby or Down Time or Force Majeure or Zero Rate, whichever is applicable).

It is understood that costs for provision of additional specialist Personnel, not specified and listed in the Appendix 5 (Personnel) shall be compensated at 100% of tendered daily cost irrespective of rig activity. In addition, lump sum mobilization shall also be payable with no discount provided that such specialists are not available in Vietnam.

10. ADDITIONAL COSTS FOR PROVISION OF ADDITIONAL EQUIPMENT, MATERIAL AND SERVICES

CONTRACTOR shall, if possible, provide the additional Equipment and Materials as and when required by OPERATOR. OPERATOR shall attempt to provide a minimum of ten (10) calendar days notice of mobilization for daily rental items and seventeen (17) calendar days notice of mobilization for consumables. For those Equipment and Materials charged at a daily rate, that daily rate shall be payable for every day or part day from the day the Equipment arrives at OPERATORs SHOREBASE, at the request of OPERATOR until its return to OPERATOR's SHOREBASE.

The mobilization charge shall be payable on those Equipment and Materials where it is applicable when the Equipment arrives at OPERATOR's SHOREBASE at the request of OPERATOR and shall cover all expenses incurred, including mobilization and demobilization, including those incurred by arriving early in Vung Tau or staying late on return to shore. No demobilization fee shall be paid.

Materials shall only be paid for when OPERATOR requests their use. A weekly list of stocks on board and consumed shall be prepared and submitted to OPERATOR by CONTRACTOR on a crew change day.

The cost of onshore and offshore Equipment and Materials other than those listed in this CONTRACT necessary for carrying out the WORK shall be included in the DAYRATE.

11. ADDITIONAL EQUIPMENT RATE

11.1 CONTRACTOR shall provide special and/or additional tools, equipment, materials and/or services other than those designated in the CONTRACT at the request of OPERATOR. OPERATOR shall pay CONTRACTOR an additional Equipment rate on reimbursement basis as specified in Article 11.2 herein.

11.2 In the event that OPERATOR requests CONTRACTOR to purchase or lease additional Equipment, Materials or Services not specified in this CONTRACT on a reimbursement basis, then OPERATOR shall pay to CONTRACTOR the net cost after deduction of discounts (if any) plus a handling charge to be calculated as follows:

Net Cost Per Single Order		Handling Charge
US$ 0 to US$ 10,000	=	5%
US$ 10,001 to US$ 100,000	=	3%
US$ 100,001 and over	=	2%

Prices shall be mutually agreed in advance by PARTIES.

11.3 Additional tools or Equipment purchased by OPERATOR under the provisions of Articles 11.2 and 11.3 herein shall be deemed to be OPERATOR's items for the duration of the CONTRACT and shall be delivered to OPERATOR by CONTRACTOR.

11.4 In case OPERATOR provides material & equipment/services at CONTRACTOR’s request, then OPERATOR shall issue VAT invoice for the provided material & equipment/services; and CONTRACTOR shall make payment accordingly. The 10% handling charge will be applied.

12. COMMUNICATION

OPERATOR shall reimburse CONTRACTOR for the cost of signed and approved telecommunications calls made by OPERATOR or OPERATOR's PERSONNEL which are billed by a THIRD PARTY. Requests for compensation must be supported by originals of invoices from the billing agency, signed telecommunication log sheets and approval of OPERATOR’s DRILLING SUPERVISOR on the MODU.

13. EVACUATION COSTS

In the event of medical evacuation of OPERATOR’S PERSONNEL, all cost shall be borne by OPERATOR.

In the event of medical evacuation of CONTRACTOR’S PERSONNEL, CONTRACTOR shall cover all cost for evacuation to OPERATOR’s SHOREBASE.

In the event of an emergency evacuation of CONTRACTOR’S PERSONNEL, OPERATOR shall cover all cost for evacuation to OPERATOR’S SHOREBASE.

FOR OPERATOR FOR CONTRACTOR

_____ _____

VIETSOVPETRO

APPENDIX 4
SPECIFICATIONS AND EQUIPMENT

As per the content required in Part 2 - Appendix 2 of the ITB.

APPENDIX 5
PERSONNEL

As per the content required in Part 2 - Appendix 3 of the ITB.

APPENDIX 6
MOBILIZATION PLAN

As per the content required in Part 2 - Appendix 1 of the ITB.

APPENDIX 7
HEALTH, SAFETY AND ENVIRONMENT

As per the content required in Part 2 - Appendix 4 of this ITB.

APPENDIX 8
GENERAL INFORMATION

NOTE: The content of Scope of Work will be inserted during the CONTRACT discussion.

APPENDIX 9
INVOICING AND REPORTING

NOTE: The content of Scope of Work will be inserted during the CONTRACT discussion.

APPENDIX 10

SPECIMEN OF THE READY-TO-START DRILLING PROTOCOL

Date: _____

Time:_____

We, the undersigned, being the authorized representatives of OPERATOR on one part and the authorized representative of CONTRACTOR on the other part, have drawn this Protocol to certify that:

In accordance with the terms and conditions of the Contract No._____ dated _____, the Mobile Offshore Drilling Unit _____ <name> has been jacked up on the first well, critical inspection items rectified, BOP and well control equipment and pressure tested to OPERATOR's satisfaction and is ready to start drilling / completing related operations on the date and time of this Protocol.

FOR OPERATOR **FOR CONTRACTOR**

APPENDIX 11
SPECIMEN OF THE PROTOCOL OF COMPLETION

Date: _____

Time:_____

We, the undersigned, being the authorized representatives of OPERATOR on one part and the authorized representatives of CONTRACTOR on the other part, have drawn this Protocol to certify that:

Pursuant to the terms and conditions of the CONTRACT No.___ dated ___, CONTRACTOR has completed drilling, test, completion and workover of the wells in accordance with the instructions of OPERATOR on the date and time of this Protocol.

FOR OPERATOR **FOR CONTRACTOR**

APPENDIX 12

THƯ BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

PERFORMANCE BOND

<TO BE PRINTED ON BANK'S LETTERHEAD>

<TO BE ISSUED BY AN INTERNATIONAL FIRST CLASS BANK

OPERATING IN VIETNAM AND APPROVED BY OPERATOR>

Guarantee No.<bank reference number>

Issue Date <date>

To: VIETSOVPETRO

105 Le Loi Street, Vung Tau Ward, HCM City, S.R. Vietnam

Attn: Mr. Vu Mai Khanh - General Director

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.

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

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

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

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

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

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

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

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

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

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

MẪU CAM KẾT ĐẶT CỌC

Ngày: ……. (Ngày ký hồ sơ mời thầu)

Tên gói thầu:…….. (Tên gói thầu theo hồ sơ mời thầu)

Tên dự án: …… (Tên dự án)

Hồ sơ mời thầu số: VT/DV-….……

Kính gửi: _____ (tên đầy đủ và địa chỉ của người đại diện)

Căn cứ vào gói thầu nêu trên, chúng tôi [ghi tên nhà thầu] xin xác nhận như sau:

Thay vì nộp Bảo đảm dự thầu do ngân hàng phát hành, [điền tên nhà thầu] thực hiện bảo đảm dự thầu cho [tên gói thầu] bằng hình thức chuyển khoản vào tài khoản ngân hàng của Vietsovpetro một khoản tiền đặt cọc tương đương với số tiền Bảo đảm dự thầu được chỉ định trong HSMT, là [chỉ định bằng số, bằng chữ và loại tiền gửi]

Nhà thầu xác nhận rằng Nhà thầu sẽ tuân thủ tất cả các điều kiện theo quy định tại mẫu Bảo đảm dự thầu của HSMT. (Trường hợp Nhà thầu xác nhận không đáp ứng đầy đủ các điều kiện theo mẫu Bảo đảm dự thầu trong HSMT thì hồ sơ đề xuất của Nhà thầu sẽ không được đánh giá)

Sau [điền thời hạn hiệu lực của bảo đảm dự thầu] ngày kể từ ngày đóng thầu……., Vietsovpetro sẽ chuyển số tiền đặt cọc trên vào tài khoản của [điền tên nhà thầu]. [điền tên nhà thầu] sẽ chịu trách nhiệm thanh toán mọi khoản phí ngân hàng liên quan đến việc chuyển nhượng này.

Tài khoản ngân hàng của Vietsovpetro:

Tên người thụ hưởng: Liên Doanh Việt – Nga Vietsovpetro

Ngân hàng thụ hưởng: Ngân hàng TMCP Ngoại thương Việt Nam – Chi nhánh Vũng Tàu

Số tài khoản: 008.100.00000.11 (VNĐ)

Đại diện hợp pháp của nhà thầu

(Ghi rõ họ tên, chức danh, ký tên và đóng dấu)

FORM OF DEPOSIT

Date: ……. (Date of signing application for bidding)

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

Name of project: …… (Name project)

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

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

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

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]

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)

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.

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)

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Part 4.

APPENDICES

SCOPE OF SERVICE, TECHNICAL REQUIREMENTS AND TECHNICAL EVALUATION CRITERIA

ATTACHMENT 1

SCOPE OF SERVICE AND TECHNICAL REQUIREMENTS

ATTACHMENT 2

TECHNICAL EVALUATION CRITERIA

SCOPE OF WORK FOR PROVISION OF JACKUP RIG FOR NR-DM FIELD IN 2026

CHAPTER 1 – INTRODUCTION

1. General

OPERATOR proposes to utilize a MODU (Jack-up Rig) to drill, workover and complete Oil and gas wells at the NR-DM field offshore Vietnam or other places designated by OPERATOR in development & exploration of the Vietsovpetro's Oilfield or other where OPERATOR has his concession in the AREA OF OPERATIONS. The operations shall be supported from the Port of Vung Tau. OPERATOR may use the MODU and related services elsewhere offshore Vietnam and add to the Scope of Work at his discretion within the safety limitations of CONTRACTOR's Equipment as solely judged by CONTRACTOR.

2. Well Program Summary (Reference to Appendix 8 for details)

- Location: NR-DM field;
- Commencement date: as per Clause 2.1.1 General Terms and Conditions.
- Water depth: 60 m approximately.
- Number of wells: 2 firm wells + 2 options.
- Maximum well depth: 5000m TVD (6000m MD).

CHAPTER 2 - SERVICES PROVIDED BY CONTRACTOR

1. GENERAL DESCRIPTION OF SERVICES

CONTRACTOR shall mobilize and operate a fully equipped MODU and related Equipment as detailed in Appendix 4 (Specifications and Equipment), meeting the minimum specification and quantities described in Chapter 3 hereof. Supply boat(s) shall be able to fully moor (2 ropes) and offload both bulk (full complement of hoses) or deck cargo from either side of the MODU individually or simultaneously. The MODU and related equipment shall be used for drilling, working over, completing, testing or abandoning the wells described in Chapter 1 hereof and Appendix 8 after which CONTRACTOR shall demobilize the MODU and related Equipment in accordance with the General Terms and Conditions. This Chapter 2 is not intended to be exhaustive. CONTRACTOR shall provide all CONTRACTOR'S Equipment, Materials and Services as described in Appendix 4 (MODU specifications and Equipment) to carry out the WORK in consideration for which OPERATOR shall pay CONTRACTOR in

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accordance with Appendix 3 (Schedule of Rates and Prices). OPERATOR may also require CONTRACTOR to carry out the WORK on similar wells within AREA OF OPERATIONS in substitution of any or all of the wells indicated in this Scope of Work in consideration for which OPERATOR shall pay CONTRACTOR in accordance with Appendix 3 (Schedule of Rates and Prices).

2. IN-HOLE EQUIPMENT FOR MAKING VERTICAL AND DEVIATED HOLE

CONTRACTOR shall, under the direction of OPERATOR, make vertical, directional or horizontal holes in accordance with OPERATOR's drilling program. Hole making shall include reaming, tripping, circulating and other related activities. The Equipment provided is specified in Appendix 4 (Specifications and Equipment). CONTRACTOR shall use safe working practices as detailed in its Safety Management System or otherwise of a standard normally acceptable in the drilling industry. During hole making CONTRACTOR shall be paid an Operating Rate in accordance with Appendix 3 (Schedule of Rates and Prices).

3. RUNNING CASING AND TUBING

CONTRACTOR shall provide all Equipment and Personnel required to run the casing or tubing as detailed in Appendix 4 (Specifications and Equipment) and Chapter 3 (1.6) of this Appendix. The cost of such equipment and Personnel shall be included in the DAYRATE.

CONTRACTOR shall provide casing scrapers for 9-5/8" casing, 7" liners and 5.5” liner to carry out the work necessary to prepare the well. The cost of casing scrapers shall be included in the DAYRATE.

4. FISHING EQUIPMENT AND SERVICES

CONTRACTOR shall provide the fishing Equipment as detailed in the Appendix 4 (Specifications and Equipment) incorporating the minimum specifications and quantities described in Chapter 3 hereof. The Equipment is required to be able to catch and fish all CONTRACTOR and OPERATOR supplied Equipment including directional drilling, well testing and completion Equipment. CONTRACTOR shall conduct all fishing operations as required; the cost shall be included in the DAYRATE. If the fishing job is complex or needs specialized equipment, CONTRACTOR shall provide, on the request of OPERATOR, any fishing equipment not listed in the Appendix 4 (Specifications and Equipment), for which CONTRACTOR shall be reimbursed according to the Appendix 3 (Schedule of Rates and Prices) and at its costs (CONTRACTOR shall provide all necessary supporting documents for payment) unless the fishing job is caused by CONTRACTOR's negligence or failure of CONTRACTOR's Equipment or CONTRACTOR’S Equipment in a condition below the inspection standard of this CONTRACT, and in this case no payment shall be made.

5. TOTCO SURVEY SERVICES

CONTRACTOR shall provide a Totco Survey Tool 0 - 8º, consumables +

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overshot, for checking vertical hole deviation. The cost of the Totco Survey Tool shall be included in the DAYRATE.

6. SHALE SHAKER SCREEN

All shale shaker screens shall be provided by the CONTRACTOR and shall be included in the DAYRATE. The shale shaker screens shall be in compliance with API RP 13C and shall be sourced from the OPERATOR's manufacturer list.

7. INSPECTION

7.1. CONTRACTOR shall, when requested from time to time by OPERATOR, provide welding and fabrication procedures and a register of certification by a recognized certifying authority of CONTRACTOR's Equipment including but not limited to padeyes, snatch blocks, sheaves, shackles, lifting slings, pennant lines and other mooring lines, winch lines and other tension lines and any load bearing bodies. Such register shall be available for inspection by OPERATOR'S DRILLING SUPERVISOR.

7.2. CONTRACTOR shall maintain the MODU and CONTRACTOR's Equipment and any other Equipment provided by CONTRACTOR in connection with the WORK in accordance with CONTRACTOR'S Planned Maintenance System and Good Oilfield Practice and shall keep maintenance reports on the MODU which shall be available for inspection by OPERATOR'S DRILLING SUPERVISOR.

7.3. Upon award of CONTRACT and prior to the COMMENCEMENT DATE, CONTRACTOR shall at CONTRACTOR's sole expense, have performed by an internationally recognized and qualified surveyor from MODUSPEC or B.V. or a surveyor mutually agreed upon in writing between CONTRACTOR and OPERATOR, a condition survey of the MODU as per ModuSpec Equipment Rating (MER) checklist for jack-up rigs in Asia Pacific. This condition survey shall include, but is not limited to all drilling Equipment, mud system and associated Equipment, well control Equipment, marine and anchoring system Equipment, power generating Equipment, electric Equipment and systems, safety Equipment and systems, maintenance system and organization and spare parts. All Equipment shall be inspected and required to meet accepted industry standards including but not limited to API, MODU code, SOLAS, OEM specific standards as detailed herein this CONTRACT. The Report of Survey shall state recommendations for improvement of the technical integrity of the MODU. All recommendations shall be prioritized by critical, major or minor ratings. Any defects revealed from this inspection survey shall be repaired at CONTRACTOR's sole expense. CONTRACTOR shall submit to OPERATOR, a legible and authentic copy of the final Report of Survey within three (3) calendar days after receipt of Report of Survey from the surveying company. In no case under any circumstances whatsoever shall the Report of Survey be submitted to OPERATOR after the commencement of MOBILIZATION.

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Should CONTRACTOR be able to demonstrate to OPERATOR that a "recently" rig inspection survey (or part thereof) had been carried out within the last six (6) months with inspection requirements and results meeting or exceeding the standards detailed herein this Article 6.3, and that the next inspection date is not due before the end of this CONTRACT approximately two (2) years from the COMMENCEMENT DATE, OPERATOR will accept the "recent" rig inspection survey.

All costs associated with the actual rig inspection survey including but not limited to travel and accommodation of the inspectors, dayrate for inspection, preparation and submission of Report, repair/replacement/refurbishment of CONTRACTOR's Equipment revealed by the inspection, and the inspections of the Equipment in Chapter 3 of Scope of Work shall be born solely by CONTRACTOR.

1. All critical recommendations as stated in the ModuSpec report of survey shall be closed out prior to the COMMENCEMENT DATE.

2. All major recommendations as stated in the ModuSpec report of survey shall be closed out within 30 calendar days after the COMMENCEMENT DATE.

3. All minor recommendations as stated in the ModuSpec report of survey to be closed out within 45 calendar days after the COMMENCEMENT DATE.

   Close out of recommendations shall be verified by, dated and signed off by OPERATOR's REPRESENTATIVE or DRILLING SUPERVISOR and Drilling Engineer as well as CONTRACTOR's REPRESENTATIVE.

7.4. Procedures for inspection, repair and remanufacture of hoisting and drillstring hoisting equipment shall be carried out according to OEM recommendations. OEM Manuals for this equipment will be kept on the rig.

7.5. Minimum inspection periods for well control and pressure Equipment are given as per CONTRACTOR's Planned Maintenance System.

7.6. CONTRACTOR may supply a new or premium class used drillstring. Immediately prior to the COMMENCEMENT DATE, CONTRACTOR shall arrange at his cost and expense, a complete inspection of CONTRACTOR's drillstring and other equipment (see equipment list and their inspection schedule frequency following) by a qualified surveyor from a recognized certifying authority or provide evidence of recent inspection to same.

Inspection shall be performed by qualified Personnel.

The results of all such inspections shall be made available to OPERATOR which may reject drillpipe and drillstring equipment listed in the table listed under "DRILLSTRING EQUIPMENT" in Chapter 3 of Scope of Work which, in

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OPERATOR's reasonable opinion, is not of the required standard. CONTRACTOR shall reject any pipe not meeting the requirement of API premium pipe as set out in API RP7G Table 2.12, 10.1 and 10.2 Classification of used drillpipe.

Notes: Current throughout the duration of the CONTRACT

HB material of DP, DC and HWDP must be as per Appendix 4 (MODU Specifications & Equipment) or equivalent. They should be no more than 3/32nd proud of the body. Evidence of such shall be furnished to OPERATOR. Under no circumstances will rough finish and/or making by harder material such as tungsten carbide particles shall be acceptable.

Identification, inspection and classification of drillstring components will be according to the API RP 7G Section 10 report.

8. TRANSPORTATION AND LIFTING EQUIPMENT

8.1. CONTRACTOR shall containerize or place in baskets all Equipment and Materials to be transported to/from OPERATOR's or CONTRACTOR's SHOREBASE to/from MODU excepting drillstring tubulars. All CONTRACTOR'S Equipment and Materials to be transported to MODU shall be loaded at OPERATOR's SHOREBASE.

8.2. CONTRACTOR shall comply with all relevant laws and waterfront and stevedoring requirement relating to the certification, stamping, stenciling and labeling of slings, chains, lifting gear, baskets and other containers used for transportation pursuant to this CONTRACT. CONTRACTOR shall make available at the wharf (when demanded by stevedores) and at CONTRACTOR'S SHOREBASE and at the MODU (when demanded by OPERATOR) all current certificates relating to the slings, chains, lifting gear and containers. CONTRACTOR shall provide all baskets and other containers used for transportation pursuant to this section with adequate forklift slots and certified lifting gear for the transportation of CONTRACTOR'S EQUIPMENT, MATERIALS AND SERVICES. CONTRACTOR shall provide proper supervision at CONTRACTOR'S SHOREBASE whenever CONTRACTOR'S EQUIPMENT, MATERIALS AND SERVICES are being loaded or unloaded.

8.3. The descriptions and weight of all baskets and containers transporting CONTRACTOR'S EQUIPMENT, MATERIALS AND SERVICES to the MODU shall be clearly and accurately recorded in a manifest maintained for that purpose by CONTRACTOR. CONTRACTOR shall ensure that all its cargo in excess of 1 (one) tonne, when being shipped to or from the MODU, has its weight clearly marked in figures no less than 5cm in height. CONTRACTOR shall comply with OPERATORS written manifest requirements provided to CONTRACTOR, manifest submission timing for both loading and backloading.

8.4. All costs incurred in transporting of CONTRACTOR's and CONTRACTOR's SUBCONTRACTOR Equipment and Materials for the purpose of CONTRACT between the source of supply and CONTRACTOR's and/or OPERATOR'S

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SHOREBASE shall be included in the DAYRATE except for that provided pursuant to Article 4.2 of the General Terms and Conditions.

9. CATERING AND CAMP SERVICES

CONTRACTOR shall provide catering services of 4 (four) meals a day with both Vietnamese and expatriate menus. CONTRACTOR shall provide 3 (three) private room for OPERATOR's Drilling Superintendent, Drilling Engineer and Geologist. CONTRACTOR shall also provide cleaning, bed changes, clothes and overall washing and MODU accommodation cleaning. A high standard of cleanliness and hygiene must be maintained. Up to MODU maximum POB shall be catered for and accommodated, when required. The catering and cleaning shall be performed to OPERATOR's satisfaction and if such services are not to OPERATOR's satisfaction, OPERATOR reserves the right to give 15 (fifteen) calendar days written notice to CONTRACTOR to improve the services or change the catering SUBCONTRACTOR. CONTRACTOR shall manufacture all potable water, sufficient for up to 100 (one hundred) persons.

All costs incurred in providing this Service shall be included in the DAYRATE, except that OPERATOR shall reimburse CONTRACTOR for all OPERATOR's PERSONNEL in excess of 20 (twenty) persons (daily average per calendar month) according to Appendix 3 (Schedule of Rates and Prices).

10. MEDIC AND MEDICAL FACILITIES

CONTRACTOR shall have aboard the MODU and on 24 (twenty-four) hour call, a fully qualified medic and medical facilities sufficient to stabilize a seriously injured patient. All costs incurred in providing this Service shall be included in the DAYRATE.

11. CONTRACTOR'S SHOREBASE

CONTRACTOR shall have a shorebase in Vung Tau. The shorebase shall have sufficient storage for CONTRACTOR'S EQUIPMENT, MATERIALS AND SERVICES. The shorebase shall have modern communication facilities; telephone, telefax, and e-mail. The CONTRACTOR'S REPRESENTATIVE shall always be on call 24 (twenty-four) hours per day, 7 days per week either by (mobile) telephone or pager. All costs associated with CONTRACTOR'S SHOREBASE shall be included in the DAYRATE.

12. MANUALS AND EMERGENCY PROCEDURES

CONTRACTOR shall provide the following manuals and emergency procedures before the COMMENCEMENT DATE:

- "Swiss Cheese" Drilling Procedures and Requirements for mooring
- Safety Management System
- Emergency Response Procedures
- Well Control and Shallow Gas Procedures
- Marine Operations Manual

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- SOPEP
- CONTRACTOR Policy on frequency of BOP Equipment tests, SIMOPs, shallow gas, drillstring inspection, "Swiss Cheese" positioning procedures, and Site Survey Requirements (site survey requirements to be as per Falconer Bryan's requirements, CONTRACTOR warranty underwriter).
- Requirements for in-field moves
- CONTRACTOR Policy on changing to casing rams before running casing.

Any costs incurred in producing the aforementioned manuals and procedures shall be included in the DAYRATE.

13. COMMUNICATION EQUIPMENT

CONTRACTOR shall provide the communication Equipment listed in Appendix 4 and allow OPERATOR access to it at all times. OPERATOR shall pay for calls made by OPERATOR's PERSONNEL based on CONTRACTOR's invoices and supporting documents. All calls made by OPERATOR's PERSONNEL on MODU are required to be recorded in telephone log sheets and each call made by OPERATOR's PERSONNEL shall specify the name, company, time of call, signature, etc. of the person who makes the call.

CHAPTER 3 - MINIMUM SPECIFICATION

1. MODU AND EQUIPMENT

The following are the minimum acceptable specifications and/or quantities for equipment and Material and Personnel necessary to carry out the WORK.

The full specifications for the MODU, Equipment, Materials and Personnel to be supplied under the CONTRACT are contained in Appendices 4 and 5.

1.1. Minimum requirements for the MODU

The MODU shall be classed Maltese Cross A1 by ABS (or equivalent by any other OPERATOR recognized agency) for unrestricted ocean service (except for ice areas). It shall comply with the full requirements of the International Maritime Organization Code for the Construction and Equipment of Mobile Offshore Drilling Units Resolution A.414 (XI) (IMO MODU CODE) or later Resolution as applicable to age of vessel and shall subsequently be kept in class throughout the duration of this CONTRACT.

(a) The MODU shall comply with hazardous area classification dictated by ABS/DNV/PMPC, API505, IEC or IP Model Code of Practice Part 15 – Area Classification Code for Petroleum Installations.

(b) The MODU shall be capable of operating on multi-well drilling jackets and platforms in areas where the leg penetration may be as deep as 15m. The MODU's spud can jetting system must be fully operational.

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(c) The MODU shall be placed at such a distance from the platform that a minimum clearance of one-half spud-can diameter shall remain between the jacket's legs at the anticipated penetration and MODU's spud can.

(d) The MODU shall be fitted with a top drive system having a closed loop cooling system or a remote air-cooled system, suitable for operations in an ABS/DNV I.P Zone 2 hazardous area.

(e) The MODU shall be equipped with BOP handling system.

(f) The MODU shall have a minimum of 2 (two) sizes of mud pump fluid end consumables. OPERATOR will advise CONTRACTOR of the required two liner sizes in writing prior to COMMENCEMENT DATE.

(g) The MODU helideck shall be in full compliance with IMO 13.2.2 non harsh environment specifications with operations gross takeoff weight no less than 12,000kg.

(h) MODU shall have two mooring lines at starboard side and two mooring lines at port side. A minimum of two mooring line spares to be onboard the MODU at all times.

(i) MODU shall have a full set of supply hose (cement, barite, water and fuel) with the length of 250ft at starboard side and such a full set at port side. A minimum of two spare (for cement, barite, water and fuel) shall be kept on board the MODU at all times.

(j) The MODU shall be capable of safely withstanding attacks from wind, sea and current up to and including design parameters at a water depth of 60m.

(k) MODU shall have a full set of drilling spools, adapters with all accessories to connect to Vietsovpetro's Well control assembly.

(l) MODU shall have a Cantilever with Cantilever reach at minimum 60ft longitudinal and 14 ft transversal each side with capacity load chart not less than 450 mt at 51 ft x 14 ft.

(m) The employment of foreign workers in the contracts is only permitted when domestic workers are not qualified. All foreign manual labors (junior personnel such as derrickmen, floormen, roustabouts, …) are not allowed offshore. Bidder who does not observe the regulations on the employee utilization is subject to disqualification.

1.2. General MODU Performance Criteria

(a) The water depth in the AREA OF OPERATIONS is approximately 60m.

(b) The maximum water depth would be controlled by the leg penetration into the ocean bottom and the air gap required by CONTRACTOR's insurance surveyor. There shall be a (minimum) of 97m of usable leg

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available below the cantilever beam.

(c) The MODU shall be designed, equipped, manned and operated so as to be capable of safely performing all operations which form part of, or are associated with, the drilling, testing, workover and completion of wells and shall perform these operations subject to environmental conditions at least equal to the limiting conditions set out in this section.

1.3. MODU's Operational Conditions

The MODU shall meet the requirements of paragraph 1.2 herein during drilling operations (but excluding jacking-up or jacking-down), under environmental conditions at least equal to the criteria in Table 1 below which are equivalent to or greater than those for the return period of fifty years (as per Table 1 herein) and shall be considered as acting simultaneously and from any compass direction:

	Drilling:	Survival:
Cantilever air gap (m)	32	32
Water depth (m)	60	60
Maximum wave height (m)	15	19
Associated wave period (sec)	11	17
Windspeed in average period of 2 minute (North-East) (m/s)	25	45
Surface current velocity (cm/s)	150	180

Values collected from MODU's Operation Manual. It may be possible to increase one or several of the values above subject to a site-specific engineering study.

Drilling operations shall include but not be limited to all normal drilling operations, i.e., drilling, reaming, circulating, running casing, cementing, round trips, etc. and shall include repairing, testing and completing of wells.

Although the aforementioned criteria represent the best estimate of anticipated maximum operating conditions to which it is believed that the MODU may be subjected, OPERATOR shall never be liable for any loss, damage or misadventure should any of these conditions be exceeded at any time during the duration of the CONTRACT.

1.4. Quantity of In-Hole Equipment to be on board MODU

EQUIPMENT	AMOUNT
5.5" 19.5# S135 or equivalent. (5" Drill pipe is accepted) **Premium**	6000m
5.5" 52# HW Drillpipe (5" HWDP is accepted)	30 ea.
3 ½" 13.3 G or S Drillpipe 3 ½ IF connection **(preferable S)**	3000m
9 ½"; 9" Drillcollar 7 5/8 REG connection	6 ea.
8 " Drillcollar 6 5/8 REG connection	24 ea.

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EQUIPMENT	AMOUNT
6 ½"-7" Drillcollar with 4 1/2 IF connection	28 ea.
4 ¾" Drillcollar 3 1/2 IF connection	30 ea.
5.5" Pup joints 5',10', 15', 24.7 # S135	1 ea.

1.5. Solids Control Equipment and LP Mud System

EQUIPMENT	No.
05 linear motion shakers or 01 scalper + 04 linear motion, or equivalent	5
An adequate stock of square mesh screen sizes 20, 40, 60, 80, 100, 120, 150, 200, 230 (or equivalent stated in Appendix 4)	Sufficient stocks to be agreed
Degasser to process 800 gpm with dedicated feed pump	1
Desander 9" or 12" cones, to process 925 gpm with dedicated feed pump	1
Desilter or mud cleaner 4" cones, to process 925 gpm with dedicated feed pump	1
Agitators in all active and reserve pits	1 each
Mixing hoppers – 1 must be a high shear unit each with dedicated feed pump	2

1.6. Conductor, Casing, Liner and Tubing Running

CONTRACTOR shall provide the Equipment listed in Appendix 4. The minimum quantities on board shall be:

For running 30" Casing

EQUIPMENT	Q-TY (set)
28-30" Manual Tongs	2
28-30" Single Joint Elevator	1
28-30" 100-ton Side Door Elevator	2
28-30" Cement Stringer	1
28-30" Casing Elevator Links	1

For running 20" Casing

EQUIPMENT	Q-TY (set)
20" Manual Tongs	2
20" Power Tong	1
20" Single Joint Elevator	1
20" 250-ton Side Door Elevator	1
20" Rotary Slips + Table Inserts	1
Power Unit for power tong	1
20" 94 & 106.5#, 133# Casing Drifts	2
Quickie Thread Protectors	3
20" Casing Elevator Links	1
20" Fill up and Circulating Head	1

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For running 13-3/8" Casing

EQUIPMENT	Q-TY
13 3/8" Manual Tongs (same as 20” with lug for 13 3/8”)	2 set
13 3/8" Power Tong	2
13 3/8" Single Joint Elevator	1
13 3/8" 250-ton Side Door Elevator	1
13 3/8" Rotary Slips + Table Inserts	1
13 3/8" 500-ton Spider Elevator & Slips	1 set (2 ea.)
Power Unit for power tong	1
13 3/8" 61 & 68# Casing Drifts	2
Quickie Thread Protectors	3
13 3/8” Casing Elevator Links	1
13 3/8” Fill up and Circulating Head	1

For running 9-5/8" Casing

EQUIPMENT	Q-TY
9 5/8" Manual Tongs	2 set
9 5/8" Power Tong (Same as 13 3/8” with jaws for 9 5/8”)	2
9 5/8" Single Joint Elevator	1
9 5/8" 250 Ton Side Door Elevator	1
9 5/8" Rotary Slips + Table Inserts	1
9 5/8" 500-ton Spider Elevator & Slips (Same as 13 3/8” with jaws for 9 5/8”)	1 set (2 ea.)
Power Unit for Power Tong	1
9 5/8" 40, 43.5 & 47# Casing Drifts	3
Quickie Thread Protectors	3
9 5/8” 43.5 – 53.5 # casing scraper	1
9 5/8” Casing Elevator Links	1
9 5/8” Fill up and Circulating Head	1

For running 7-5/8" Liner

EQUIPMENT	Q-TY
7 5/8" Tongs Manual	2 set
7 5/8" Power Tong (Same as 13 3/8” with jaws for 7 5/8”)	1
7 5/8" 250-ton Side Door Elevator	1
7 5/8" Rotary Slips + Table Inserts	1
7 5/8" 500-ton Spider Elevator & Slips (Same as 13 3/8” with jaws for 7 5/8”)	1 set (2 ea.)
Power Unit (Same power unit for all power tongs)	1
7 5/8" 29.7 & 33.7# Casing Drifts	2
Quickie Thread Protectors	3
7 5/8” 29.7 – 39.0 # casing scraper	1
7 5/8” Casing Elevator Links	1
7 5/8” Fill up and Circulating Head	1

For running 7" Liner

EQUIPMENT	Q-TY
7" Manual Tongs	2 set
7" Power Tong (Same as 13 3/8” with jaws for 7 ”)	1

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EQUIPMENT	Q-TY
7" Single Joint Elevator	1
7" 250-ton Side Door Elevator	1
7" Rotary Slips + Table Inserts	1
7" 500-ton Spider Elevator & Slips (Same as 13 3/8” with jaws for 7”)	1 set (2 ea.)
Power Unit (Same power unit for all power tongs)	1
7" 26 & 29# Casing Drifts	2
Quickie Thread Protectors	3
7” 23.0 – 29.0 # casing scraper	1
7” Casing Elevator Links	1
7” Fill up and Circulating Head	1

For running 5 1/2" Casing

EQUIPMENT	Q-TY
5 1/2" Manual Tongs	2 set
5 1/2" Power Tong	1
5 1/2" 150-ton Side Door Elevator	1
5 1/2" Rotary Slips	1
5 1/2" 500-ton Spider Elevator & Slips (Same as 13 3/8” with jaws for 5 1/2”)	1 set (2 ea.)
Power Unit (Same power unit for all power tongs)	1
5 1/2" Casing Drift	1
5 1/2” Casing Scraper	1
5 1/2” Casing Elevator Links	1
5 1/2” Fill up and Circulating Head	1

For running 5" Casing

EQUIPMENT	Q-TY
5" Manual Tongs	2 set
5" Power Tong	1
5" 150-ton Side Door Elevator	1
5" Rotary Slips	1
5" 500-ton Spider Elevator & Slips (Same as 13 3/8” with jaws for 5 1/2”)	1 set (2 ea.)
Power Unit (Same power unit for all power tongs)	1
5" Casing Drift	1
5” Casing Scraper	1
5” Casing Elevator Links	1
5” Fill up and Circulating Head	1

For running 4-1/2", 3-1/2" and 2-7/8” EUE Tubing

EQUIPMENT	Q-TY
Manual Tongs for Tubing 2-7/8", 3 1/2" & 4 1/2"	2 set
Power Tong for tubing with jaws for sizes: 2-7/8", 3 1/2" & 4 1/2"	2
Full grip wrap around Jaws for 4 1/2", 3 1/2" and 2-7/8" Tubings	1 set
4 ½", 3 1/2" and 2 7/8" **EUE** Single Joint Elevator	1
3 ½" + 4 ½" Slip Type Elevator 150 Ton	1
2 7/8", 3 1/2" and 4 ½" Rotary Slips + Table Inserts	1 set
Power Unit (Same power unit for all power tongs)	1

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EQUIPMENT	Q-TY
2 7/8" 75-ton Slip Type Elevator	1
Safety valves for 2-7/8", 3 1/2" & 4 1/2" **EUE**	1 set/size

1.7. Fishing Equipment and Services

CONTRACTOR shall provide the fishing Equipment listed below for carrying out the Services specified in Chapter 2.

Fishing tools for 26”- 17-1/2”- 12-1/4” Holes

EQUIPMENT	
11- ¾” O.D series “150” type F.S Bowen releasing and circulating Overshot complete with extension subs and 15” guide to catch 9-1/2” OD + 8-1/2” OD + 8” DC + 6-1/2” OD + 5” DP (body and tool joint)	01
8-1/8” OD F.S Overshot complete with extension subs and 11” guide to catch 6-1/2” OD + 6-1/4” OD + 6-3/8” OD + 5” DP (body and tool joins)	01
16” Fishing Magnet	01
10-1/2 Fishing Magnet	01
17” Junk Mill	01
11-3/4” Junk Mill	01
8” OD Safety Joint 6-5/8” REG Box top, Pin down connection	01

Fishing tools for 8-1/2” Hole

EQUIPMENT	
8-1/8” OD, F.S Overshot complete with extension subs to catch 6-1/2” OD + 6-3/8” OD +5” DP (body and tool joint),4-1/2 IF Connection	01
7-7/8” Reverse circulating basket 4-1/2 IF connection	01
7” Junk Sub	01
8” Fishing Magnet	01
8” Junk Mill	03
6-1/2” OD Safety Joint, 4-1/2” IF box top, pin down connection	01

Fishing tools for 6-1/2” Hole

EQUIPMENT	
6-1/16” OD, F.S Overshot complete with extension subs, to catch 4-3/4” DC + 3-1/2” DP (body and tool joints) with 4” FH connection	01
5-3/4” Reverse circulating basket 4” FH connection	01
5-3/4” Junk Sub	01
5-1/2” Fishing Magnet, 4” FH Box Connection	01
6-1/4” Junk Mill, 4 FH Box Connection	03
4-3/4” OD Safety Joint, 3-1/2 IF Box top, Pin down Connection	01

1.8. Non-Drilling Equipment and Materials

CONTRACTOR shall supply below items to OPERATOR’s platform as long as it is within the capabilities and capacities of the MODU and its equipment:

(a) Supply water for firefighting on the platform.

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(b) Supply up to 300kW, 380/220V, frequency 50-60Hz, electricity for the platform.

(c) Supply rig air to the platform.

(d) Supply potable water for 6 persons aboard the platform.

(e) Supply a 2" chicksan kill line to the platform

1.9. Diesel Fuel Measurement

(a) The MODU shall be equipped with diesel fuel measurement systems for the receipt, transfer, and distribution of diesel fuel to onboard internal consuming equipment, including but not limited to diesel power generators, hoisting and lifting systems, and other auxiliary equipment. All measuring instruments from these systems shall hold valid Verification Certificates issued by testing and calibration laboratories accredited in accordance with ISO/IEC 17025.

(b) Diesel fuel measurement systems installed on MODU registered in the Socialist Republic of Viet Nam and operating under the Vietnamese flag shall fully comply with the requirements set forth in Article 16.2 of the Law on Measurement No. 04/2011/QH13 dated 11 November 2011.

(c) CONTRACTOR shall be responsible for the monitoring, control, and optimal operation of all equipment systems in order to minimize fuel consumption. CONTRACTOR shall provide daily fuel consumption reports with generator logs. Any abnormal fuel consumption shall be promptly reported to OPERATOR with justification.

1.10. Minimum Experience and Well Control Certification of CONTRACTOR'S PERSONNEL

CONTRACTOR shall ensure that prior to the COMMENCEMENT DATE, all rigbased supervisory staff down to and including assistant driller shall be certified as having satisfactorily completed an IWCF well control procedure training course at an industry approved training establishment to the relevant authority in the AREA OF OPERATIONS. CONTRACTOR shall further ensure that the MODU staff shall attend refresher courses at such approved training establishments at intervals of not more than 24 (twenty-four) months.

Personnel working on this operation shall have, unless agreed otherwise with OPERATOR, the following minimum periods of relevant offshore experience in position:

Rig Manager	3 years
Senior Toolpusher / Rig Superintendent / OIM	10 years
Toolpusher/Tourpusher	5 years
Barge Master	3 years
Chief Mechanic	3 years
Chief Electrician	3 years
Driller	3 years
Assistant Driller	2 years

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Should any of CONTRACTOR's personnel not meet the minimum requirement as specified in Appendix 5 of this contract and are removed from the MODU at OPERATOR's request, the daily cost associated with their position shall be deducted from the applicable dayrate from the time of OPERATOR's request until a replacement satisfactory to the OPERATOR is on the MODU.

2. INSPECTION SCHEDULES

The below schedule is expressly applicable only when Equipment is used.

SURFACE AND DRILLSTRING HOISTING EQUIPMENT

Description	Inspection (incl. critical areas and NDT where applicable)	Major Inspection
Derrick	1 year – 20% bolt check only)	10 yrs. (max)
Substructure/rotary beams	-	10 yrs. (max)
Monkey board	-	10 yrs. (max)
Stabbing board	1 year	5 year
Crown block	1 year	5 year
Traveling block	1 year	5 year
Block to hook adapters	1 year	5 year
Drilling hook	1 year	5 year
Swivel	1 year	5 year
Elevator links	1 year	
Bails	1 year	
Elevators	1 year	
Top drive	1 year	5 year
Rotary table	1 year	5 year
Kelly drive bushings	1 year	
RT master bushing/inserts	1 year	
Slips	1 year	
Spider	1 year	
Lugs	1 year	
Rotary tongs	1 year	
Power tongs	1 year	
(Brake bands, brake handle, brake linkage equalizer beam and support)	(When blocks changed)	(1 year after last insp. date)
Deadline anchor	1 year	5 years
Air winches/pedestals	1 year	5 years
Lifting plugs/subs	1 year	
Plug dropping head	1 year	

WELL CONTROL AND PRESSURE EQUIPMENT

Description		Major Inspection
BOP equipment	-	5 years (max)
Drilling spools	-	5 years (max)

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Double stud adapter flange	-	5 years (max)
Hub clamps	-	2 year
Pulsation damper	-	2 years
Choke/kill lines	-	1 year
Kill manifolds/valves	-	2 years
Standpipes/manifold	-	2 years
Standpipe hoses		1 year#
Rotary hoses		1 year#
Cement lines		1 year#
Chicksans	-	1 year
Plug dropping head		1 year
Circulation head/swivels		1 year

Notes:

All inspection/ testing shall be performed in accordance with good industry standard, API recommendations and OEM guidelines.

DRILL STRING EQUIPMENT

Drillstring equipment shall be inspected in accordance with good oilfield practice, API and OEM recommendations.

CONTRACTOR acknowledge that OPERATOR may wish to increase the frequency of inspection, depending on the work performed. CONTRACTOR and OPERATOR may mutually agree on a more frequent inspection schedule.

If inspections, beyond what is recommended by normal oilfield standard, API or OEM, are carried out, at OPERATOR'S request, any reduction in work progress shall have no impact on applicable rate.

Description	Critical Area Inspection	Full Inspection (incl NDT)
Drillpipe/pup joint, brand new	15,000 m/1200 hrs.*	-
Drillpipe/pup joint, premium	5,000 m/600 hrs.#	1 year
Drillcollar/HWDP	Each well/300 hrs.*	1 year
Stabilizers	Each well/300 hrs.*	1 year
Drillstem subs + crossovers	Each well/300 hrs.*	1 year
Float subs	Each well/300 hrs.*	1 year
Circulation subs	Each well/300 hrs.*	1 year
Reamers/hole openers	Each well/300 hrs.*	1 year
Jars/bumper subs/etc.	Each well/300 hrs./ 48 hrs. cont. use*	1 year
Drilling jars	150 hrs.*/100 hrs.#	-
Slip areas	-	1 year
Casing scrapers	6 months	1 year
Liner setting tool	3 months	1 year
Perf. washing tool	-	1 year
Rotary die collars	After use	1 year
Impression blocks	6 months	1 year
Bowen junk retriever	After use	1 year

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Fishing magnets	6 months	1 year
Mills various	Each use	1 year
Bowen overshots	Each use	1 year
Bowen spears	Each use	1 year
Rotary taper tap	Each use	1 year
Washover string/shoes	Each use	1 year
Comb'tion plug tester	6 months	1 year
Cup type test tool	6 months	
DCB test tool	6 months	1 year

Notes: The current API 7G (RP 7G) shall be the inspection standard for classification of drill pipe as API new class, API premium class or API class 2. Only API new class or API premium class drill pipe is acceptable for this CONTRACT.

CHAPTER 4 - MOBILIZATION

1. MOBILIZATION

CONTRACTOR shall mobilize the MODU to the point of one (1) nautical mile from OPERATOR's first well location. CONTRACTOR shall supply all the necessary Personnel, boats, fuel, navigation and other Equipment necessary for the safe mobilization of the MODU to the final position in the AREA OF OPERATIONS. OPERATOR shall provide the necessary Equipment and Personnel for assisting the anchor handling and maneuvering the positioning of the MODU.

CONTRACTOR'S MATERIALS required for the commencement of the WORK shall be mobilized with the MODU or mobilized to OPERATOR'S SHOREBASE in accordance with the mobilization schedule contained in Appendix 6.

In consideration of the MOBILIZATION, OPERATOR shall pay CONTRACTOR the MOBILIZATION FEE as per the General Terms and Conditions and Appendix 3 (Schedule of Rates and Prices).

2. DEMOBILIZATION

Without undue delay after release from the last well or the TERMINATION of the CONTRACT, CONTRACTOR shall demobilize the CONTRACTOR'S EQUIPMENT, MATERIALS AND SERVICES in accordance with General Terms and Conditions.

OPERATOR shall provide the necessary Equipment and Personnel for assisting the anchor handling and maneuvering the MODU to the point of one (1) nautical mile off the last well position.

In consideration of the DEMOBILIZATION OPERATOR shall pay CONTRACTOR the DEMOBILIZATION FEE (if payable) in accordance with the General Terms and Conditions and Appendix 3 (Schedule of Rates and Prices).

Note:
During demobilization, any delay period incurred by the CONTRACTOR due to

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any reason must be mutually agreed upon by the OPERATOR and the CONTRACTOR. The CONTRACTOR shall bear all costs associated with such a period.

CHAPTER 5 - SAFETY, HEALTH AND ENVIRONMENT

1. GENERAL

1.1 Commitment and Policy

CONTRACTOR acknowledges OPERATOR's strong commitment to safety and affirms that CONTRACTOR has a written safety policy which has been signed and is actively supported and endorsed by CONTRACTOR's management. CONTRACTOR further affirms that his safety policy is widely disseminated and understood among his employees. This policy shall be in English and such other local languages as required.

CONTRACTOR's safety manual shall include a description of CONTRACTOR's safety organization, procedures and methods of communication to and from the Personnel.

Further details concerning CONTRACTOR's safety policy are set out below.

1.2 Legal Requirement and Regulation and Additional Standard

CONTRACTOR shall comply with all applicable safety laws and regulations (whether international, national, regional, or local), and additional mutually agreed safe operation standards of OPERATOR of which OPERATOR notifies CONTRACTOR, and shall take all reasonable safety precautions related to or arising, out of the performance of the CONTRACT in order to protect the WORK, the Personnel and property of OPERATOR, CONTRACTOR and all THIRD PARTIES.

CONTRACTOR represents that it is familiar with the contents and implications of such applicable safety laws, regulations and safe operating standards including but not limited to those set out in the section below.

Both PARTIES shall ensure that his Personnel and his SUBCONTRACTOR's Personnel comply fully with all such laws, regulations and standards. CONTRACTOR further agrees that in the event that any of CONTRACTOR's Personnel violates any rules, regulations or standards, such person or persons shall, at request of OPERATOR, be removed from the SITE.

1.3 Termination and Suspension

OPERATOR and CONTRACTOR agree that the provisions of this Appendix are of the highest importance. A breach or violation of the term of this Appendix by CONTRACTOR will be considered to be a material and substantial breach of this CONTRACT And shall be subject to the provisions of Article 3 of the General Terms and Conditions.

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If CONTRACTOR becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition, including a violation of any of the safety and health standards with which CONTRACTOR must comply in accordance with this Appendix, it shall immediately notify OPERATOR and take whatever steps are reasonable to eliminate or rectify the condition.

1.4 OPERATOR's Duty

Nothing contained in this Appendix shall be interpreted as enlarging the legal duty of OPERATOR to CONTRACTOR, CONTRACTOR's PERSONNEL or THIRD PARTIES or as altering the status of CONTRACTOR as an independent contractor as set forth in this CONTRACT. The OPERATOR may instruct and direct the CONTRACTOR as to the results to be achieved by the CONTRACTOR and the WORK contemplated herein shall meet with the approval of OPERATOR and be subject to a general right of inspection and any necessary supervision thereof which OPERATOR may choose to exercise if necessary to secure the satisfactory completion thereof, but the CONTRACTOR as an independent contractor shall have the sole and complete control, supervision and direction over the CONTRACTOR'S EQUIPMENT, MATERIALS AND SERVICES and CONTRACTOR'S PERSONNEL and overall operations to be carried out hereunder and the method and manner of achieving such results.

It shall be the sole responsibility of the CONTRACTOR to determine at all times whether the WORK can be safely undertaken or continued including without limitation that the MODU and other CONTRACTOR'S PERSONNEL are in all respects suitable to undertake any contemplated operation under the then existing conditions. CONTRACTOR shall, however, first consult with OPERATOR and use best endeavours to reach a mutually agreed solution.

The CONTRACTOR'S DRILLING REPRESENTATIVE in charge of the MODU (in consultation with the OPERATOR'S DRILLING REPRESENTATIVE) shall make the final determination as to when normal operations are to be suspended and resumed in the event of adverse weather including typhoons subject to the design limitations of the MODU.

1.5 Assignees/Subcontractor Safety Requirements

Where CONTRACTOR assigns to SUBCONTRACTORS any part of the WORK, the requirements of this Appendix shall apply to the assignee or SUBCONTRACTOR.

2. SAFETY ORGANIZATION

2.1 Responsibility for Safety

CONTRACTOR shall within one month of the COMMENCEMENT DATE affirm that all CONTRACTOR'S SUPERVISORS are responsible, and have been advised in writing that they are responsible, for ensuring that the WORK is performed in accordance with all applicable safety rules, regulations and good working practices. CONTRACTOR shall provide OPERATOR with crew

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organization charts, specifying the areas of safety responsibility of supervisors.

2.2 Safety Adviser

CONTRACTOR shall nominate one of his Personnel on the MODU as CONTRACTOR's safety adviser who is responsible for focusing the attention of drilling and other supervisors on safety matters.

2.3 Forward Safety Planning Meeting

CONTRACTOR may be required to participate in a forward safety planning meeting prior to the start of the WORK to discuss safety issues. Such issues shall include but shall not be limited to:

a) procedures;

b) safety training;

c) protective clothing;

d) emergency planning, training and drills;

e) transport safety (land, water, air);

f) occupational health including respiratory and hearing protection;

g) storage and transportation of fuels, oils and chemicals;

h) safety audits and unsafe act auditing; and

i) reporting including accident and incident reporting environmental considerations.

2.4 Incident/Accident and Reporting

CONTRACTOR shall have an accident and incident reporting system which shall involve OPERATOR's, CONTRACTOR's or any THIRD PARTY's Personnel, plant or Equipment shall be reported to OPERATOR as soon as reasonably practicable, irrespective of whether injury to Personnel or damage to plant or equipment resulted. In particular, but without limitation, CONTRACTOR shall provide OPERATOR with reports of all accidents, incidents and near misses within twelve (12) hours by letter or facsimile, followed by full reports using the format stipulated by CONTRACTOR's Safety Management System. CONTRACTOR shall investigate the causes of all the work accidents and significant incidents and shall provide OPERATOR with the results of the investigation and recommendations on how to prevent re-occurrence. OPERATOR may nominate a representative for the investigation if required.

CONTRACTOR shall within seven calendar days following the end of each month, issue a summary report of his safety performance during that month, (including summaries of all accidents, incidents and near misses) together with accident/incident statistics.

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2.5 Safety Meetings

CONTRACTOR shall hold regular safety meetings onboard the MODU such that all Personnel attend a safety meeting at least once in each week. Without limiting the generality of the foregoing, CONTRACTOR shall ensure that all drilling Personnel and deck Personnel (crane OPERATOR's and roustabouts) attend a safety meeting prior to the commencement of each shift worked by such Personnel. The duration of such pre-shift meeting shall be of such sufficient period as is required to fulfil the purposes of such meeting.

A copy of the minutes and action items arising from each such meeting will be submitted to OPERATOR on a weekly basis. OPERATOR'S DRILLING REPRESENTATIVE may without prior notice attend any such meeting.

2.6 Safety Review Meeting

CONTRACTOR's REPRESENTATIVE shall take part in periodic safety review meetings between CONTRACTOR and OPERATOR which shall be held at least monthly.

2.7 Technical/Safety Audit by OPERATOR

OPERATOR shall have the right to carry out audits/inspections of CONTRACTOR's operations, Equipment and emergency procedures at any time without giving prior notice, and CONTRACTOR shall fully cooperate with OPERATOR during such audits/inspections. Such audits/inspections shall include but not be limited to:

(a) joint monthly inspection by OPERATOR's and CONTRACTOR's Shorebase Representative; and

(b) joint three-monthly intensive audit by OPERATOR's and CONTRACTOR's Shorebase Representatives.

Where such audits reveal deficiencies in CONTRACTOR's procedures, drills, training or Equipment when compared to the requirement of this CONTRACT and/or CONTRACTOR’s Safety Management System, CONTRACTOR shall rectify such deficiencies as soon as practicable.

2.8 Unsafe Act Auditing

CONTRACTOR shall operate with OPERATOR in the implementation of a system for recognizing, correcting, and reporting unsafe acts (unsafe act auditing) associated with all crew activities.

2.9 Safety Equipment

CONTRACTOR shall ensure that all safety Equipment on MODU is regularly maintained and tested and that it is always in a serviceable condition and that CONTRACTOR's PERSONNEL are instructed in the use of such safety Equipment. Such Equipment shall comply with local rules and regulations

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(including certification requirements).

2.10 Unsafe Operation

If the CONTRACTOR believes that the operation cannot be safely undertaken or that continuance of operations may result in extra hazardous conditions, it shall immediately notify OPERATOR'S DRILLING REPRESENTATIVE and CONTRACTOR shall at all time make every effort to control or overcome the cause or minimize the effect or any extra hazardous condition.

2.11 Weather Precautions

In the event of impeding adverse weather or other conditions, CONTRACTOR shall in consultation with OPERATOR decide whether to institute precautionary measures in order to safeguard the well, platform and the MODU to the fullest possible extent.

3. TRAINING

3.1 General

CONTRACTOR shall ensure that all his Personnel have been given the necessary safety, survival and job-related training required by law, OPERATOR regulations which OPERATOR notifies to CONTRACTOR and CONTRACTOR's own safety policy and procedures, prior to the start of the WORK, and shall provide certificates where applicable.

CONTRACTOR shall ensure that none of CONTRACTOR's PERSONNEL proceeds to the AREA OF OPERATIONS until he/she has received basic safety training which as a minimum shall consist of and introductory briefing explaining the nature of the WORK, the general hazards which may be encountered during the operation, and the particular hazards attached to his/her own function within the operation.

Each of CONTRACTOR's PERSONNEL shall, before actual commencing the WORK, also receive a copy of his or her job description and of the CONTRACTOR's safety/training manuals or handbooks relevant to his/her job which shall detail safety code and conduct, personnel safety protection, crane operation, emergency and safety drills conducted on the MODU, firefighting, first aid and personal health conduct.

CONTRACTOR's PERSONNEL shall also receive detailed rig, safety and job orientation before commencing the WORK. This orientation shall include a detailed briefing on the restricted areas in which CONTRACTOR’s PERSONNEL shall not go.

CONTRACTOR shall provide OPERATOR with details of ongoing training programs and shall provide OPERATOR with all related revision during the Term of this CONTRACT.

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3.2 Emergency Procedures

CONTRACTOR shall ensure that all Personnel on board the MODU, including visitors, are properly instructed in the emergency procedures and safety rules as well as the restricted areas.

3.3 Emergency Drills

CONTRACTOR shall conduct weekly emergency drill (including but not limited to fire and boat drills) on board the MODU to test the effectiveness of his emergency procedures and equipment and knowledge and proficiency of all Personnel. The timing of such drills shall vary and shall be at the CONTRACTOR discretion. CONTRACTOR will report same on the Daily Drilling Report relating to the day upon which such drills were conducted.

3.4. Well Control Drills

CONTRACTOR shall conduct well control drills in accordance with OPERATOR's procedures, and in particular before entering hydrocarbon-bearing zones. In additional, pit drills and trip-drills (inside-casing) shall be carried out at least once in each twelve-hour tour whilst drilling or tripping after the COMMENCEMENT DATE.

3.5 Well Control Course

CONTRACTOR shall ensure that, prior to the COMMENCEMENT DATE:

(a) his MODU OIM, Toolpushers, Drillers and Assistant Drillers have been certified as having satisfactorily completed an IWCF well control course; and

(b) the aforementioned personnel attend refresher courses and maintain the validity of certification throughout the duration of the WORK and any extension thereto.

3.6 Fire Fighting

CONTRACTOR shall ensure that the designated firefighting teams on the MODU have received formal training from qualified instructors either on the MODU or at a specialist training center. All other crew members shall receive regular instruction in basic firefighting techniques.

3.7 First Aid

At least one person on each crew shall have received training on, and be in possession of, a valid certificate from a recognized first aid course.

4. SAFETY PROCEDURES

Where references are made to OPERATOR’s procedures, manuals or policies in the sections below, such procedures, manuals and policies will only be applicable

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if they have been provided to CONTRACTOR's PERSONNEL in a timely manner and necessary training has been provided. In cases where OPERATOR's policies, manuals or procedures deviate from CONTRACTOR's, OPERATOR and CONTRACTOR shall mutually agree on the policy, manual or procedure to follow. In case no agreement is made, CONTRACTOR's policy, manual or procedure shall prevail.

4.1 CONTRACTOR's Safety Manual

CONTRACTOR shall provide CONTRACTOR's safety manuals, policies and procedures to OPERATOR before the COMMENCEMENT DATE and ensure the CONTRACTOR's PERSONNEL will, at all times, strictly observe and comply with both procedures set out therein and OPERATOR's safety procedures from time to time applying in the AREA OF OPERATIONS. CONTRACTOR shall forward to OPERATOR any updates or revisions to his safety manuals, policies or procedures as soon as practicable following revision or update.

OPERATOR may request CONTRACTOR from time to time to make any mutually agreed additions, deletions or substitutions to his safety manual, policies and procedures. CONTRACTOR will comply with such request where the request is consistent with the requirement of this CONTRACT and/or Good Oilfield Practice.

4.2 Emergency Response Manual

CONTRACTOR shall provide to OPERATOR CONTRACTOR's emergency response manual which sets out his procedure for MODU evacuation, man overboard, heavy weather, search and rescue and other relevant emergency procedures. CONTRACTOR shall cooperate with OPERATOR to ensure his procedures are in agreement with OPERATOR's. Where a discrepancy occurs, this shall be resolved and the mutually agreed procedures shall be used as the basis for all emergency response.

4.3 Hazardous Materials

CONTRACTOR shall provide OPERATOR with his policy for the use, transportation, handling and storage of fuel and hazardous materials.

CONTRACTOR shall ensure that all hazardous materials and waste oils are clearly marked, manifested, segregated, handled and stored in accordance with the requirement of any applicable laws and/or good oilfield practice, with International Air Transport Association rules, with any procedures published by OPERATOR, and in the absence of any relevant law or procedure, in accordance with sound safe practice.

4.4 Fire Fighting

CONTRACTOR shall prominently publish in all relevant languages and all areas of operation under his control, the procedures to be carried out in the event of fire.

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4.5 Work Permits

CONTRACTOR shall set out his policy and permitting procedures for work on Equipment under his control. It shall provide as a minimum procedure for hot work, cold work, confined space entry and lockout as well as entry to OPERATOR's platform.

4.6 Personal Protective Equipment

CONTRACTOR shall at his own expense, supply CONTRACTOR's PERSONNEL, where required in connection with the safe performance of the WORK, with adequate protective Personnel clothing and other protective Equipment which shall be maintained in good condition or replace, and shall be worn on all relevant occasions as indicated by notices, instructions and good practice. CONTRACTOR shall ensure that all senior Personnel and visitors to the crew shall wear such Equipment in the appropriate circumstance, even if not actively engaged upon the WORK.

Whilst working CONTRACTOR's PERSONNEL and OPERATOR's PERSONNEL shall as a minimum wear coveralls, hard hat, steel toed safety boots and safety glasses.

When handling chemicals including battery acid, at least one emergency eye wash station will be available adjacent to the work areas.

4.7 Tools and Equipment

CONTRACTOR shall ensure that all plant, tools and Equipment are maintained in operable condition and that users of the plant, tools and Equipment are trained, experienced and where necessary, licensed and certified.

CONTRACTOR shall conduct weekly safety inspections of CONTRACTOR's Equipment and forward written reports to OPERATOR.

CONTRACTOR shall ensure that all rotating or moving parts of all tools and equipment are adequately guarded to prevent accidental contact by Personnel. Every power-driven machine should be provided with adequate means, immediately accessible and readily identifiable to the OPERATOR, of stopping it quickly, and preventing it being started again. In the case of outboard motors, and handheld power tools, this shall be of an automatic type.

4.8 Lifting Equipment

CONTRACTOR shall maintain a register of all lifting Equipment and tackle. CONTRACTOR shall provide certification of inspection within the previous six months by an OPERATOR approved authority (e.g., Bureau Veritas) for all cranes, sidebooms and lifting slings and tackle before the Equipment is used for the WORK, and/or shall carry out such tests and inspections as are requested by OPERATOR. Safe working load (SWL) and radius charts shall be available for all lifting equipment and shall be marked on the Equipment.

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4.9 Maintenance

All Equipment and structures both fixed and temporary are to receive regular routine maintenance. This shall ensure that the safety of Personnel who are responsible for operating the Equipment is not jeopardized. Particular attention shall be paid to handrails, safety chains and bars, access ladders and raised platforms.

Copies of all test and maintenance certificates relating to cranes, derricks, lifting beams pulley blocks and lifting gear shall be held by CONTRACTOR and made available to OPERATOR upon request.

5. HEALTH

Where references are made to OPERATOR's procedures, manuals or policies in the sections below, such procedures, manuals and policies will only be applicable if they have been provided to CONTRACTOR's PERSONNEL in a timely manner and necessary training has been provided. In cases where OPERATOR's policies, manuals or procedures deviate from CONTRACTOR's, OPERATOR and CONTRACTOR shall mutually agree on the policy, manual or procedure to follow. In case no Agreement is made, CONTRACTOR's policy, manual or procedure shall prevail.

CONTRACTOR shall provide OPERATOR with CONTRACTOR's health and welfare standards which shall be used during the WORK.

5.1 Alcohol and Narcotics

CONTRACTOR shall ensure that Personnel under his control and authority do not at any time, during the performance of the WORK, partake of or be under the influence of any alcoholic liquor, narcotic or other intoxicating substance other than for bone fide medical reasons or other proper reasons which have been approved by CONTRACTOR.

5.2 Health and Fitness

CONTRACTOR shall ensure that all CONTRACTOR's PERSONNEL are fully qualified, healthy and medically fit for their respective assignments and shall provide reasonable evidence to satisfy OPERATOR of their medical fitness. In particular, CONTRACTOR shall provide a valid medical certificate for all CONTRACTOR's PERSONNEL working on MODU.

5.3 Medical Welfare

CONTRACTOR shall be responsible for the medical welfare of CONTRACTOR's PERSONNEL.

5.4 Hygiene

CONTRACTOR shall ensure that all CONTRACTOR's PERSONNEL maintain high standards of hygiene in connection with the performance of the WORK.

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5.5 Smoking

CONTRACTOR shall designate approved smoking areas outside the accommodation on the MODU.

6. ENVIRONMENT

Where references are made to OPERATOR's procedures, manuals or policies in the sections below, such procedures, manuals and policies will only be applicable if they have been provided to CONTRACTOR's PERSONNEL in a timely manner and necessary training has been provided. In cases where OPERATOR's policies, manuals or procedures deviate from CONTRACTOR's, OPERATOR and CONTRACTOR shall mutually agree on the policy, manual or procedure to follow. In case no Agreement is made, CONTRACTOR's policy, manual or procedure shall prevail.

6.1 Commitment and Policy

CONTRACTOR shall pay due regard to the environment by acting to preserve air, water, animal and plant life from adverse effects of CONTRACTOR's activities, and to minimize any nuisance which may arise from such operations, in accordance with OPERATOR's policy statement of which CONTRACTOR shall be informed.

OPERATOR shall ensure that CONTRACTOR's and his SUBCONTRACTORS' Personnel are briefed and understand OPERATOR's policy on environmental protection, and will act accordingly.

CONTRACTOR and his SUBCONTRACTORS shall adhere to existing national statutory regulation concerning environmental damage resulting from the performance of the WORK. Local customs, cultural and religious requirements shall be respected, avoiding challenge, contradiction and/or criticism thereof.

CONTRACTOR shall be responsible for ensuring the environmentally acceptable disposal of waste in accordance with all local and any additional requirements of OPERATOR under OPERATOR's Environmental Management Plan which shall apply to the WORK.

CHAPTER 6 - SERVICES SUPPLIED BY OPERATOR

OPERATOR shall supply the following Materials, Equipment and Services. All other Materials, Equipment and Services required to carry out the WORK shall be provided by CONTRACTOR.

1. Offshore drilling permission required to operate in the AREA OF OPERATIONS.
2. OPERATOR shall provide supervision of the WORK at all times. OPERATOR shall have a Drilling Supervisor and Drilling Engineer on the MODU at all times who shall supervise the WORK. OPERATOR may provide a Drilling Superintendent and a Drilling Engineer at OPERATOR'S SHOREBASE and shall provide all drilling plans, programs and instructions necessary to carry out

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the WORK. OPERATOR may also provide a Drilling Engineer and Geologist to work offshore from time to time at his sole discretion.

3. OPERATOR shall provide site seabed survey by 80m x 80m around drill site (side of designated platforms where MODU will moor). OPERATOR shall ensure that drill site is free of obstructions. OPERATOR shall provide a map of the relevant pipelines within the MODU's anchor pattern and shall provide positioning equipment to the MODU and supply boat(s) for anchoring and MODU positioning.
4. Supply boat(s) to transport CONTRACTOR's equipment and materials from OPERATOR'S SHOREBASE.
5. Standby boat which shall be on location in the Field at all times.
6. All routine scheduled marine and air transportation of CONTRACTOR's and OPERATOR's items and Personnel between OPERATOR'S SHOREBASE and the MODU. Means and type of transport at the sole discretion of OPERATOR. CONTRACTOR shall give OPERATOR a minimum of three (3) calendar days' notice of transportation requirements. Exceptional transport as requested by CONTRACTOR shall be at OPERATOR's discretion and CONTRACTOR's cost. Helicopter flights are scheduled for one or two flights per week at the sole discretion of OPERATOR, but should always be sufficient, in terms of numbers of seats, to cover normal crew rotation (28/28 days).
7. Transportation from OPERATOR'S SHOREBASE of all OPERATOR's and CONTRACTOR's materials and equipment onto and from the supply vessel or aircraft at OPERATOR'S SHOREBASE or airport.
8. The designated platforms production and construction services.
9. All electrical well logging services and equipment. CONTRACTOR shall provide suitable space for installation of well logging unit and his workshop and assist in rigging up and down.
10. Mud Logging Services. Space for mud logging unit, electricity, water, air, etc. shall be provided by CONTRACTOR.
11. Any Geological Services.
12. Drilling Mud Services. CONTRACTOR shall provide suitable space for installation of the mud lab cabin and assist in rigging up and down.
13. Centrifuge (if any). CONTRACTOR shall provide suitable space for installation of the centrifuge and assist in rigging up and down. OPERATOR shall provide all necessary materials cost and reinstatement to original condition at end of TERM.
14. Directional Drilling and Surveying Services. CONTRACTOR shall provide suitable space for installation of the MWD cabin, electricity, water, air, etc. and assist in rigging up and down the MWD surface equipment.
15. Special fishing equipment and personnel.
16. All casing, liners, casing accessories and liner specialist personnel.
17. All completion equipment, tubing and drifts if required.

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18. Drillwater and fresh water in addition to MODU's produced volumes.

19. All diesel fuel for use on the rig meeting the following specifications:

No	Property	Limits
1	Density at 15 deg C, kg/ltr	Max 0.89
2	Viscosity at 40 deg C, cst	Min 1.5; Max 6.0
3	Flash Point, deg C	Min +60
4	Pour Point, deg C	Max +9
5	Carbon Residue (on 10 pct residue), pct	Max 0.2
6	Ash, pct	Max 0.01
7	Sediment, pct	Max 0.01
8	Water, pct	Max 0.05
9	Cetan Index, pct	Min 40
10	Sulphur, pct	Max 0.5

20. Cementing Services. CONTRACTOR shall provide a suitable space for installation of cementing unit, batch mixer tank, electricity, water, air, etc. and assist in rigging up and down. CONTRACTOR shall supply the necessary assistance for the installation, hookup and commissioning, removal at end of TERM.

21. Well Testing Services.

22. Coiled Tubing Services.

23. Acidizing and Fracturing Services.

24. Nitrogen Services.

25. Other service related to drilling, workover re-entering, testing and completing the wells.

26. Wellhead equipment to install the wellhead and Xmas tree assembly is 20" x 13-3/8" x 9-5/8" x 7" or 7-5/8" x 4-1/2" (or 3-1/2"), 5000 psi working pressure as per operating manual. CONTRACTOR will install the wellhead and Xmas tree assembly under the supervision of the OPERATOR. The service for installation will be included in the day rate.

CHAPTER 7 - REPORTS

1. CONTRACTOR shall keep a complete history and log of all the WORK performed (including all measurements required for fishing operations with a record of all IN-HOLE EQUIPMENT) and furnish to OPERATOR a daily operational report. These reports shall be on the official I.A.D.C. Daily Drilling Report form, and in a mutually agreed format.

2. CONTRACTOR shall provide other reports as reasonably required by OPERATOR including but not limited to Trip Sheets, BHA Records, BOP Tests, Rig Inspections Safety Meetings Minutes, End Well Reports, End of Job Protocol, Equipment Failure Reports, Incident and Accident Reports.

3. CONTRACTOR shall keep continuous recordings of the penetration rate, drilling string weight, pump pressure, rotary speed and torque, mud pit levels and

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any other parameters measurable with eth pre-existing capability of CONTRACTOR'S EQUIPMENT, MATERIALS AND SERVICES required by OPERATOR and shall provide copies thereof to OPERATOR'S DRILLING SUPERVISOR upon request. Such records shall be legible and accurate.

4. OPERATOR shall issue written daily instructions from OPERATOR'S DRILLING SUPERVISOR to CONTRACTOR'S DRILLING SUPERVISOR as follows:

   a. OPERATOR'S DRILLING SUPERVISOR or Drilling Engineer's instructions shall be in English, typed, signed with date and time of issue.

   b. OPERATOR'S DRILLING SUPERVISOR's written instructions may be brief, such as "what to do" and not "how to do it".

   c. OPERATOR'S DRILLING SUPERVISOR's retains the sole right to also issue instructions on "how to do it" should OPERATOR DRILLING SUPERVISOR's feel the need to do so.

   d. OPERATOR'S DRILLING SUPERVISOR's instructions shall be in "line item" format (brief) and not a "book".

   e. OPERATOR'S DRILLING SUPERVISOR's instructions shall not be for all operations required by OPERATOR. OPERATOR'S DRILLING SUPERVISOR's instructions will be for the major operations, critical operations, some normal operations. OPERATOR's DRILLING SUPERVISOR shall not be required to provide mandatory written instructions for emergency situations; i.e., severe loss circulation, well flow, close in the BOP's, emergency shear, blow out, fire, rig abandonment, man over board, etc.

   f. OPERATOR'S DRILLING SUPERVISOR's written instructions shall include offloading and backloading of supply vessels and helicopter flights.

   g. OPERATOR'S DRILLING SUPERVISOR's written and approved instructions shall be issued to the CONTRACTOR's REPRESENTATIVE or Tourpusher whomever is on duty except for emergency situations. OPERATOR shall ensure that such written instructions are understood.

5. CONTRACTOR shall issue written daily instructions as approved by OPERATOR's DRILLING SUPERVISOR as follows:

   a. CONTRACTOR's REPRESENTATIVE shall issue daily written instructions to the Toolpusher, Tourpusher, Crane Operator/Deckpusher, Barge Engineer, Cementer, Casing Crew and Centrifuge Technician.

   b. CONTRACTOR's REPRESENTATIVE's instructions shall be in English, handwritten or typed, signed with date and time of issue.

   c. CONTRACTOR's REPRESENTATIVE's instructions shall be brief but specific and not ambiguous.

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d. CONTRACTOR’s REPRESENTATIVE’s instructions, like the OPERATOR’s DRILLING SUPERVISOR’s instructions shall not be for emergency situations.

6. Failure to follow the OPERATOR’S DRILLING SUPERVISOR’s, OPERATOR’S Drilling Engineer’s or CONTRACTOR’s REPRESENTATIVE’s written and approved instructions in part or in full shall be grounds for immediate removal from the MODU at the sole option of OPERATOR in accordance with the CONTRACT.

7. Failure to follow verbal instructions in English in an emergency situation such as “the well is flowing” or “the drill string is sticking and take appropriate action shall also be grounds for immediate removal from the MODU at the sole option of OPERATOR in accordance with the CONTRACT.

8. CONTRACTOR’s REPRESENTATIVE and Toolpusher’s shall be solely responsible for proper shift handover of OPERATOR’S approved written instructions as well as keeping up with last minute change order approved written instructions by OPERATOR.

9. Prior to running the first BHA component below the rotary table for every BHA and without any loss of rig time, the BHA approved written instructions (signed, dated and time) shall be issued by the OPERATOR’S DRILLING SUPERVISOR or Drilling Engineer. CONTRACTOR’s Assistant Driller shall prepare the BHA data sheet, signed by the CONTRACTOR Assistant Driller, Driller, Toolpusher, Tour Pusher or CONTRACTOR REPRESENTATIVE whomever is on duty, dated and time, and submitted to the OPERATOR’S DRILLING SUPERVISOR or Drilling Engineer. Failing to comply with this instruction or running the wrong BHA shall be grounds for immediate removal from the MODU at the sole option of OPERATOR in accordance with the CONTRACT.

10. CONTRACTOR shall keep and furnish daily to OPERATOR a list of all persons on board the MODU. CONTRACTOR shall note on the list when CONTRACTOR's PERSONNEL are less than detailed in Appendix 5. OPERATOR shall have the right to demand the removal of any person on board other than pursuant to this CONTRACT.

11. CONTRACTOR shall furnish duplicate copies of all reports required to be submitted to OPERATOR.

12. CONTRACTOR’S DRILLING REPRESENTATIVE in conjunction with OPERATOR'S DRILLING SUPERVISOR shall provide in accordance with OPERATOR's format, a daily breakdown of their perception of the applicable DAYRATE as defined in Appendix 3 (Schedule of Rates and Prices) with respect to the daily operational time breakdown. The perceived DAYRATE shall be for both the drilling rig and additional equipment (Article 10, Appendix 3). The daily operational time breakdown shall be the same as the IADC report time breakdown.

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CHAPTER 8 – CUSTOM CLEARANCE

1. CONTRACTOR shall be liable for customs clearance and tax declaration of its imported items/goods to be used on the MODU under the CONTRACT. OPERATOR shall, if required by CONTRACTOR, assist and support CONTRACTOR in such procedure.

2. In accordance with the Article 19 (Taxation) of the CONTRACT, CONTRACTOR shall on behalf of OPERATOR temporarily pay all applicable taxes, duties and customs fees imposed on items/ goods to be imported by CONTRACTOR under this CONTRACT. However, OPERATOR shall reimburse CONTRACTOR taxes, duties, customs fees related to the imported items/goods that had been actually used on the MODU.

3. Monthly invoices made by CONTRACTOR shall include all taxes, duties, customs fees for imported items/goods which had been actually used on the MODU.

4. CONTRACTOR shall provide a Letter of Confirmation that all other items/goods imported by CONTRACTOR that have not been used up on the MODU during the performance of the CONTRACT shall be re-exported or shall be assumed all related taxes, duties, charges and fees of whatsoever imposed in Vietnam if CONTRACTOR has a plan to use or shall use such items/goods in Vietnam.

5. For the purpose of this Chapter 8, the list of imported items/goods actually used on the MODU should be certified by the OPERATOR's SUPERVISOR on board the MODU.

6. In case of import of CONTRACTOR's equipment/materials into Vietnam for operation of the MODU:

   The OPERATOR shall, if requested by the CONTRACTOR, assist the CONTRACTOR to perform customs clearance for CONTRACTOR's imported equipment/materials, in such case the CONTRACTOR must issue a Letter of Guarantee stating that upon re-export of said equipment the CONTRACTOR will submit to the OPERATOR the customs clearance documents certifying that such equipment has been re-exported. If the CONTRACTOR cannot submit to the OPERATOR the customs clearance documents for re-export of said equipment, then the CONTRACTOR has to pay for import tax of said equipment in accordance with the laws and regulations of Vietnam.

MOBILIZATION - DEMOBILIZATION MATRIX

	Towing to Area	Positioning to final location/position	Preparation	Drilling Operation	Preparation for demob	Towing to 1 mile	Towing off Area
	1 mile		On location	Ready to drill	Complete D&WO	Ready to tow	1 mile
RATE/FEE by OPERATOR	Mobilization Fee		Zero Rate	Operating Rate	Standby Rate *(Zero Rate for Wait on Weather)*		Demobilization Fee
TUG BOAT	CONTRACTOR				CONTRACTOR		
SUPPORT VESSELS	CONTRACTOR	OPERATOR (anchoring, assisting)	OPERATOR (Operation)	OPERATOR (Operation)	OPERATOR (backload, anchoring, assisting)		CONTRACTOR
FUEL	CONTRACTOR			OPERATOR		CONTRACTOR	
HELICOPTER			OPERATOR				

APPENDIX 5. PERSONNEL
PERSONNEL TO BE PROVIDED BY CONTRACTOR

ItemNo.	Classification [Contractor's Proposal]	Experience/Certifications requirement		Number of CONTRACTOR PERSONNEL [Contractor's Proposal]			Work Schedule
		Experience	Certifications	At Shore Base	On Board	Total Assigned	
SHOREBASE PERSONNEL						No.	
1	Rig Manager	3 years		1	0	1	Office
2	Materials / Logistics Coordinator			1	0	1	Office
3	Accountant			1	0	1	Office
4	Shorebase Manager			1	0	1	Office
5	Driver			1	0	1	Office
6	Technical & Maintanance Manager			1	0	1	Office
7	HSE & Training Manager			1	0	1	Office
Subtotal				**7**	**0**	**7**	
OFFSHORE RIG PERSONNEL							
1	Offshore Installation Manager (OIM)	10 years	IWCF Level 4 / IADC WellSharp Supervisor	0	1	2	28/28 days
2	Senior Tool Pusher (Night Toolpusher)	10 years	IWCF Level 4 / IADC WellSharp Supervisor	0	1	2	28/28 days
3	Toolpusher(Day Toolpusher)	5 years	IWCF Level 4 / IADC WellSharp Supervisor	0	1	2	28/28 days
4	Driller	3 years	IWCF Level 3 / IADC WellSharp Driller	0	2	4	28/28 days
5	Assistant Driller	3 years	IWCF Level 3 / IADC WellSharp Driller	0	2	4	28/28 days
6	Pumpman		IWCF Level 2 / IADC WellSharp Introductory	0	2	4	28/28 days
7	Derrickman		IWCF Level 2 / IADC WellSharp Introductory	0	2	4	28/28 days
8	Floorman			0	8	16	28/28 days
9	Barge Captain	3 years		0	1	2	28/28 days
10	Asst. Barge Captain			0	1	2	28/28 days
11	Crane Operator			0	2	4	28/28 days
12	Asst. Crane Operator			0	2	4	28/28 days
13	Deckpusher			0	1	2	28/28 days
14	Roustabout			0	8	16	28/28 days
15	Welder			0	2	4	28/28 days
16	Chief Mechanic	3 years		0	1	2	28/28 days
17	Night Mechanic			0	2	4	28/28 days
18	Motorman			0	2	4	28/28 days
19	Chief Electrician	3 years		0	1	2	28/28 days
20	Night Electrician			0	2	4	28/28 days
21	Electronic Technician			0	1	2	28/28 days
22	Safety & Training Coordinator (STC)			0	1	2	28/28 days
23	Radio Operator			0	2	4	28/28 days
24	Medic Officer/Doctor			0	1	2	28/28 days
25	Warehouseman / Storeman			0	1	2	28/28 days
26	Painter			0	2	4	28/28 days
27	Materials Coordinator			0	1	2	28/28 days
28	Scaffolder			0	2	4	28/28 days
Subtotal				**0**	**55**	**110**	
CATERING CREW							
	Campboss & Crew			0	12	24	28/28 days
Subtotal				**0**	**12**	**24**	
TOTAL				**7**	**67**	**141**	

DANH MỤC- СПЕЦИФИКАЦИЯ

Tên hàng hóa/Dịch vụ - На приобретение товаров/услуг: Giàn tự nâng cho sửa giếng mỏ NR-DM năm 2026.Аренда СПБУ для КРС в 2026 года на месторождении NR-DM.

Số ĐHXN - № заявки: NR.XNKB-0186/26-DV

STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	*(2)*	*(3)*	*(4)*	*(5)*	*(6)*	*(7)*
II. DỊCH VỤ						
1	998.003.00001	Giàn tự nâng cho sửa giếng 421B mỏ NR-DM năm 2026.		Lot	11,95	
2	998.003.00001	Giàn tự nâng cho sửa giếng 422 mỏ NR-DM năm 2026.		Lot	11,70	

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MOBILE OFFSHORE DRILLING UNIT (MODU)

LEVEL 1 - TECHNICAL EVALUATION SHEET

No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Level 2	Total	Level 2	Total
1	JACK-UP SPECIFICATION	85.00%	0.00	0.00	0.00	0.00
2	PERSONNEL, EXPERIENCES AND LOCAL LABOUR	15.00%	0.00	0.00	0.00	0.00
	LEVEL 1 TOTAL %	100.00%		0.00		0.00

MANDATORY REQUIREMENTS

1. Rig with COMMENCEMENT DATE later than 01/09/2026 is subject to disqualification. Bidder must provide a comprehensive mobilization plan that specify the timeline with day and month precision (not quarter precision) for each key activity and milestone. Any failure to provide such plan is subject to disqualification.
2. Rig that does not meet any requirement in Appendix 1 - "Scope of works":
- Chapter 2, 3. "Running Casing and tubing"
- Chapter 2, 6. "Shale Shaker Screen"
- Chapter 3, 1.1 "Minimum requirement for the MODU"
is subject to disqualification.
3. For any Rig that is currently not in operational status:
- Bidder must provide in mobilization plan a detailed plan of maintenance/repair/reactivation for any equipment currenly not in operational status to meet the required COMMENCEMENT DATE.
- Valid supporting documents for the maintenance/repair/reactivation plan which may include but not limited to: a) Third-party maintenance/repair/procurement contract; b) Inspection reports c) Classification Certificate
- Operator can perform an inspection during the technical evaluation of this bid to validate the status of bidder's rig.
- Any failure to provide such plan or valid supporting documents is subject to disqualification.

4. Any rig whose Total Technical Score at Level 1 is less than 80% is subject to disqualification.

MOBILE OFFSHORE DRILLING UNIT (MODU)

LEVEL 2 - TECHNICAL EVALUATION SHEET

No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Level 3	Total	Level 3	Total
A	TECHNICAL					
1	JACK-UP SPECIFICATION	85.00%				
	Clasification & Certification					
1.1	Rig class & year build	6.00%	0.00	0.00	0.00	0.00
	Operational Constrains					
1.2	Jacking condition	7.00%	0.00	0.00	0.00	0.00
1.3	Maximum VDL	5.00%	0.00	0.00	0.00	0.00
	Major Dimensions					
1.4	Usable deck area	2.00%	0.00	0.00	0.00	0.00
1.5	Cantilever beam load capacity	5.00%	0.00	0.00	0.00	0.00
	Storage Capacity					
1.6	Mud Pit Capacity	3.00%	0.00	0.00	0.00	0.00
1.7	Drill Water Capacity	1.50%	0.00	0.00	0.00	0.00
1.8	Fuel Capacity	1.00%	0.00	0.00	0.00	0.00
1.9	Bulk Baryte ; Bentonite & Cement tanks	3.00%	0.00	0.00	0.00	0.00
	Helicopter capacity					
1.10	Helicopter Capacity	1.50%	0.00	0.00	0.00	0.00
	Material handling equipment					
1.11	Crane Port side	3.00%	0.00	0.00	0.00	0.00
1.12	Crane Starboard side	3.00%	0.00	0.00	0.00	0.00
1.13	Crane Aft side	1.50%	0.00	0.00	0.00	0.00
	Power Plant					
1.14	Diesel and generator	8.00%	0.00	0.00	0.00	0.00
1.15	Power and fuel meter for each gen-set	1.50%	0.00	0.00	0.00	0.00
	Water System					
1.16	Water maker	1.50%	0.00	0.00	0.00	0.00
	Accomodation					
1.17	Office and accomodation	3.00%	0.00	0.00	0.00	0.00
	Hoisting Equipment					
1.18	Drawworks	5.00%	0.00	0.00	0.00	0.00

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Level 3	Total	Level 3	Total
1.19	TDS System	5.00%	0.00	0.00	0.00	0.00
	Rotary Equipment					
1.20	Rotary table	0.50%	0.00	0.00	0.00	0.00
	High Pressure Pump					
1.21	Mud Pumps	5.00%	0.00	0.00	0.00	0.00
	Low Pressure Mud System					
1.22	Shale shaker	3.50%	0.00	0.00	0.00	0.00
1.23	Degaser	1.00%	0.00	0.00	0.00	0.00
	BOP					
1.24	BOP stack	3.50%	0.00	0.00	0.00	0.00
	Rig Floor Equipment					
1.25	Hydraulic power unit	2.00%	0.00	0.00	0.00	0.00
1.26	Power tong for drill pipe	2.50%	0.00	0.00	0.00	0.00
1.27	Power tong for casing and tubing	1.50%	0.00	0.00	0.00	0.00
1.28	Manual rotary slips;casing slips;drill collars; safety clamps	2.00%	0.00	0.00	0.00	0.00
1.29	Power rotary slips	1.50%	0.00	0.00	0.00	0.00
1.30	Manual elevators	1.50%	0.00	0.00	0.00	0.00
1.31	Elevator/ spider for casing	1.00%	0.00	0.00	0.00	0.00
1.32	Manual tongs	1.00%	0.00	0.00	0.00	0.00
	Drill Strings					
1.33	Drill Strings	7.00%	0.00	0.00	0.00	0.00
	LEVEL 2 TOTAL %	100.00%		0.00		0.00
2	**PERSONNEL, EXPERIENCES AND LOCAL LABOURS**	**15.00%**				
2.1	Local Labour	25.00%	0.00	0.00	0.00	0.00
2.2	Personnel Experience	50.00%	0.00	0.00	0.00	0.00
2.3	Contractor Experiences	25.00%	0.00	0.00	0.00	0.00
	LEVEL 2 TOTAL %	100.00%		0.00		0.00

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VIETSOVPETRO

MOBILE OFFSHORE DRILLING UNIT (MODU)
LEVEL 3 - TECHNICAL EVALUATION SHEET

No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
	TECHNICAL					
1	**JACK-UP SPECIFICATION**	**85.00%**				
	Clasification & Certification					
1.1	Rig class & year build	**6.0%**				
	Built after 2008 already operating: 100 points Built 2005-2008 or first time operate: 90 points Built 2000-2005 : 80 points Built 1997-2000 with upgrading: 70 points Built 1982-1997 with upgrading: 50 points; Built before 1982 : 0 points	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Operational Constraints					
1.2	Jacking condition	**7.00%**				
	1.83 m wave height or more: 100 points, 1.52m to 1.83m wave height: 80-100 points For each decrement 0.1 m will be deducted 1 points.	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.3	Maximum VDL	**5.00%**				
	More than 6,000 kips: 100 points From 5,000 to 6,000 kips: 80-100 points Less than 5,000 kips: (10 kips deduct 1 point)	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Major Dimensions					
1.4	Usable deck area	**2.00%**				
	Length: 250 ft: 100 points, 200 ft: 75 points, 170 ft: 0 Breath: 220 ft: 100 points, 170 ft: 75 points, 130 ft: 0	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.5	Cantilever beam load capacity at 50ft longitudinal and 12 ft tranversal outreach each side	**5.00%**				

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
	not less than 1000 kips : 100 points from 900 to 1000 kips: 75-100 points less than 900 kips: 0	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Storage Capacity					
1.6	Mud pit capacity	**3.00%**				
	Total capacity of tanks : not less than 400 m3:100 points from 320- 400 m3: 80-100 points less than 320 m3: 1m3 deduct 5 points	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.7	Drill water capacity	**1.50%**				
	Total capacity of tanks : not less than 600 m3:100 points from 400- 600 m3: 80-100 points less than 400 m3: 1m3 deduct 5 points	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.8	Fuel capacity	**2.00%**				
	Total capacity of tanks : Not less than 400 m3:100 points From 300- 400 m3: 80-100 points less than 300 m3: 1m3 deduct 5 points	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.9	Bulk Baryte ; Bentonite & Cement tanks	**3.00%**				
	Total capacity of tanks : not less than 300 m3: 100 points from 240 to 300 m3: 75-100 points less than 240 m3: 1m3 deduct 5 points	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Helicopter Facility					
1.10	Helicopter facility Gross Takeoff Weight	**1.50%**				
	More than 13000 kg: 100 points From 12.000 – 13.000 kg : 75 - 99 points Lower than 12.000 kg: 0 points	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
	Material handling equipment					
1.11	Material Handling Equipment Port side	**3.00%**				
1.11.1	Type of drive:Diesel/electric hydraulic:100; Diesel/electric mechanic:50	10.00%		0.00		0.00
1.11.2	Dynamic capacity for main hoist at radius 20 m: 20 mT :100; from 15 to 20T : 75-100, less than 15T: 1T deduct 05 points	60.00%		0.00		0.00
1.11.3	Boom length for cranes: 120 ft or more :100; 100ft to 120 ft:75-100, less than 100ft: 1ft deduct 5 points	30.00%		0.00		0.00
	n: condition of crane : Brand new :1; Good condition and last repair/overhaul/inspection less than 6 month:0.9; Working and last repair/overhaul/inspection less than 2 years:0.3-0.9; Required repair or change : 0-0.2					
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.12	Material Handling Equipment Starboard side	**3.00%**				
1.12.1	Type of drive:Diesel/electric hydraulic:100; Diesel/electric mechanic:50	10.00%		0.00		0.00
1.12.2	Dynamic capacity for main hoist at radius 20 m: 20 mT :100; from 15 to 20T : 75-100, less than 15T: 1T deduct 05 points	60.00%		0.00		0.00
1.12.3	Boom length for cranes: 120 ft or more :100; 100ft to 120 ft:75-100, less than 100ft: 1ft deduct 5 points	30.00%		0.00		0.00
	n: condition of crane : Brand new :1; Good condition and last repair/overhaul/inspection less than 6 month:0.9; Working and last repair/overhaul/inspection less than 2 years:0.3-0.9; Required repair or change : 0-0.2					
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.13	Material Handling Equipment Aft side	**1.50%**				

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
1.13.1	Type of drive:Diesel/electric hydraulic:100; Diesel/electric mechanic:50	10.00%		0.00		0.00
1.13.2	Dynamic capacity for main hoist at radius 20 m: 20 mT :100; from 15 to 20T : 75-100, less than 15T: 1T deduct 05 points	60.00%		0.00		0.00
1.13.3	Boom length for cranes: 120 ft or more :100; 100ft to 120 ft:75-100, less than 100ft: 1ft deduct 5 points	30.00%		0.00		0.00
	n: condition of crane : Brand new :1; Good condition and last repair/overhaul/inspection less than 6 month:0.9; Working and last repair/overhaul/inspection less than 2 years:0.3-0.9; Required repair or change : 0-0.2					
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Power Plant					
1.14	Diesel and Generator	**8.00%**				
1.14.1	Total Capacity not less than 10,000HP: 100; from 8000 to 10,000HP : 80-100, less than 8000HP: 20 HP deduct 1 point	65.00%		0.00		0.00
1.14.2	Number of engines: 3 engines or more:100; less than 3: 0	10.00%		0.00		0.00
1.14.3	Next overhaul hours: 20,000hours :100; from 5000 to 20000 : 80-100, less than 5000 hrs: 10 hours deduct 1 point	25.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.15	Power meter and fuel meter for each gen-set	**1.50%**				
	Rig is equipped with power meter and fuel meter for each gen-set	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Water System					
1.16	Water maker (total capacity)	**1.50%**				

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
	not less than 60m3: 100; from 20 to 60 : 75-100, less than 20m3: 1m3 deduct 5 points	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Accomodation					
1.17	Office & accomodation	**3.00%**				
1.17.1	Number of beds 110 beds or more:100; from 80 to 110 beds: 70-100 ; less than 80 beds : 1 bed deduct 10 points	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Hoisting Equipment					
1.18	Drawwork Capacity	**5.00%**				
1.18.1	3,000 HP/ driven by 3 motors :100; 3,000 HP/ driven by 2 motors:90 ; 2,000 HP/ driven by 2 motors :80 ; Less than 2000HP: 0	50.00%		0.00		0.00
1.18.2	Condition New and installed less than 5 years:100; Overhaul and fully serviced less than 36 months: 90. Overhaul and fully serviced from 36 months to 60 months: 70-90. More than 60 months: 1 month deduct 10 points	50.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.19	TDS system	**5.00%**				
1.19.1	DS 8SA or equivalent less than 5 years : 100 points; More than 5 years 1 year deduct 2 points. TDS 4S/4H or equivalent less than 10 years: 80 point . More than 10 years : 1 year- deduct 2 points.	60.00%		0.00		0.00
1.19.2	New and just installed less than 2 years:100; Repaired and service less than 06 months: 90; Overhaul and fully serviced from 06 months to than 36 months: 70-90. Other: 1month deduct 10 points	30.00%		0.00		0.00
1.19.3	Drive type: Electric:100 point; Hydraulic:0	10.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
	Rotary Equipment					
1.20	Rotary table	**0.50%**				
	49 1/2" :100 points 30" : 70 points	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	High Pressure Pumps					
1.21	Mud pumps	**5.00%**				
1.21.1	Number of pumps: three pumps:100 points; less than 3 pumps: 0 point	70.00%		0.00		0.00
1.21.2	Condition New and installed less than 5 years:100; Overhaul and fully serviced less than 36 months: 90. Overhaul and fully serviced from 36 months to 60 months: 70-90. More than 60 months: 1 month deduct 10 points	30.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Low Pressure Mud System					
1.22	Shale shaker	**3.50%**				
1.22.1	Number of shakers: Not less than 4 shakers: 100; 3 shakers: 70; less than 3 shakers: 0	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.23	Degasser	**1.00%**				
	Capacity : not less than 2000 GPM: 100 points; from 1000 to 2000 GPM: 70-100 points, less than 1000 GPM: 0 point	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Blow out Prevention Equipment and Accessories **(Note: BOP 18 3/4" is equivalent to BOP 21 1/4" + BOP 13 5/8")**					
1.24	BOP stack	**3.50%**				

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
1.24.1	BOP 21 1/4" x 2M New and installed less than 5 years:100; Overhaul and fully serviced less than 36 months: 90. Overhaul and fully serviced from 36 months to 60 months: 70-90. More than 60 months: 1 month deduct 10 points	20.00%		0.00		0.00
	BOP 13 5/8" x 10M New and installed less than 5 years:100; Overhaul and fully serviced less than 36 months: 90. Overhaul and fully serviced from 36 months to 60 months: 70-90. More than 60 months: 1 month deduct 10 points	60.00%		0.00		0.00
	BOP Control New and installed less than 5 years:100; Overhaul and fully serviced less than 36 months: 90. Overhaul and fully serviced from 36 months to 60 months: 70-90. More than 60 months: 1 month deduct 10 points	10.00%		0.00		0.00
	BOP spools & adaptors All BOP spools and adaptors available (or confirmed to be available) for connecting to VSP' single completion well head system 20"x13 3/8"x9 5/8"x 7 5/8" x 41/2":100; With condition: 0	10.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Rig Floor Equipment					
1.25	Hydraulic power unit	**2.00%**				
	Rig has a back up hydraulic power unit:100; Has only one hydraulic power unit: 75; No hydraulic power unit : 0	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.26	Power pipe wrench	**2.50%**				
	Iron roughneck Varco AR 3200 or equivalent: 90 -100 (based on actual condition); Varco hydraulic torque wrench TW 61 or equivalent: 70 -90 (based on actual condition); Varco Spinning wrench SSW or equivalent: 0 -70 (based on actual condition);	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.27	Power tong for casing and tubing	**1.50%**				

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
1.27.1	Power tong for casing 20": has a back up tong: 100; no back up : 75	25.00%		0.00		0.00
1.27.2	Power tong for casing 5 1/2" to 13 3/8" : has a back up tong and all jaws size for casing program: 100 ; no back up but has and all jaws size for casing program : 75 ; One jaw size 5 point	50.00%		0.00		0.00
1.27.3	Power tong for tubing 2 7/8" - 4 1/2": has a back up tong and all jaws size for casing program: 100 ; no back up but has and all jaws size for casing program : 75 ; One jaw size 5 point	25.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.28	Manual rotary slips;casing slips;drill collars; safety clamps	**2.00%**				
1.28.1	Manual rotary slips for drill pipe :3 1/2" and 5"	25.00%		0.00		0.00
1.28.2	Casings slips : 20"; 13 3/8"; 9 5/8"; 7 5/8"; 7 " and 5 1/2"	25.00%		0.00		0.00
1.28.3	Drill collar slips	20.00%		0.00		0.00
1.28.4	Safety clamps	15.00%		0.00		0.00
1.28.5	3 1/2" and 4 1/2" Tubing slips	15.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.29	Power rotary slips	**1.50%**				
	Equipped with PS-21 or equivalent for running all pipe drill collars; casing (except 20") and tubing : 100 Equipped with PS-15 or equivalent only : 80 Other: 0	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.30	Manual elevator	**1.50%**				
1.30.1	Drill pipe elevator	50.00%		0.00		0.00
1.30.2	Tubing elevator	50.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
1.31	Elevator / spider for casing	**1.00%**				
	One set (one elevator and one spider) with all slips set for 13 3/8"; 9 5/8"; 7 5/8"; 7"; 5 1/2" (500T): 100 points (one size deduct 10 points) One set (one elevator and one spider) with all slips set for 13 3/8"; 9 5/8"; 7 5/8"; 7"; 5 1/2" (350T): 75 points (one size deduct 10 points)	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
1.32	Manual tongs	**1.00%**				
1.32.1	Set (two pcs) Manual tong for Casing 20" ,13 3/8"; 9 5/8"; 7 5/8"; 7"; 5 1/2" :100 (one size deduct 10 points)	60.00%		0.00		0.00
1.32.2	Set (two pcs) Manual tong for drill pipe and drill collars	40.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
	Drill Strings					
1.33	Drill Strings: based on requirements - can be ajusted accordingly	**7.00%**				
1.33.1	5 1/2" 24# S-135 Drill pipe 4-1/2 IF conns: 5000 m: 0-100 points 5" 19.5# S-135 Drill pipe 4-1/2 IF conns: 5000 m: 0-80 points	40%		0.00		0.00
1.33.2	5 1/2" 60# heavy weight drill pipe: 30 ea: 0-100 points 5" 49# heavy weight drill pipe: 30 ea: 0-80 points	8%		0.00		0.00
1.33.3	3-1/2" 13.3# G or S Drill pipe 3-1/2 IF conns: 2500 m: 0-100 points	28%		0.00		0.00
1.33.4	9-1/2" Drill collar 7-5/8 Reg: 6 ea: 0-100 points	4%		0.00		0.00
1.33.5	8" Drill collar 6-5/8 Reg: 15 ea: 0-100 points	6%		0.00		0.00
1.33.6	6-1/2" Drill collar 4IF or 4-1/2IF: 24 ea: 0-100 points	6%		0.00		0.00
1.33.7	4-3/4" Drill collar 3-1/2IF: 24 ea: 0-100 points	6%		0.00		0.00
1.33.8	5" Pup joints 5ft, 15ft, 19.5# S-135: 1 ea: 0-100 points	1%		0.00		0.00
1.33.9	3-1/2" Pup Joints 5ft, 13.3# G or S, 15ft long: 1 ea: 0-100 points	1%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
2	**Personnel; Experiences and local labours**	**15.00%**				
2.1	**Local Labours (percentage of local personnel)**	**25.00%**				
2.1.1	Toolpusher/Tourpusher (4 persons)	15.00%		0.00		0.00
2.1.2	Chief Electric: (2 persons)	15.00%		0.00		0.00
2.1.3	Chief Mechanic: (2 persons)	15.00%		0.00		0.00
2.1.4	Barge Captain: (2 persons)	15.00%		0.00		0.00
2.1.5	Driller: (4 persons)	20.00%		0.00		0.00
2.1.6	Assistant Driller:(4 persons)	20.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
2.2	**Personnel Experience**	**50.00%**				
2.2.1	Rig Manager: 5 years on position (1 person)	15.00%		0.00		0.00
2.2.2	Senior Toolpusher (OIM): 10 years on position (2 persons)	15.00%		0.00		0.00
2.2.3	Toolpusher/Tourpusher: 5 years on position (4 persons)	13.00%		0.00		0.00
2.2.4	Chief Electric: 5 years on position (2 persons)	13.00%		0.00		0.00
2.2.5	Chief Mechanic: 5 years on position (2 persons)	13.00%		0.00		0.00

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No	EVALUATION CRITERIA	WGT (%)	MODU 1		MODU 2	
			Point	Level 3	Point	Level 3
2.2.6	Barge Captain: 5 years on position (2 persons)	13.00%		0.00		0.00
2.2.7	Driller: 6 years on position (4 persons)	13.00%		0.00		0.00
2.2.8	Assistant Driller:3 years on position (4 persons)	5.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00
2.3	**Contractor Experiences**	**25.00%**				
2.3.1	With VSP: 100 points; in Vietnam :75 points; South East Asia : 25 points; None of above: 0	100.00%		0.00		0.00
	LEVEL 3 TOTAL %	100.00%		0.00		0.00

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