



Giữ lửa cho Tương lai

INVITATION TO BID

Bidding package No.

DV-1256/26-ĐVL

Title of bidding package:

**Mudlogging service for wells of block
09-1**

Name of the project:

**Mudlogging service for wells of block
09-1**

Issued on:

Issued including Decision:

CONTENTS

Brief description

Abbreviation

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to bidders

Chapter II. Bidding data sheet

Chapter III. Bid proposal evaluation criteria

Chapter IV. Bidding forms

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical requirements

Part 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Part 4. APPENDICES

BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to bidders

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

Chapter II. Bidding data sheet

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

Chapter III. Bid evaluation criteria

This Chapter includes criteria for evaluation of Bid Proposal.

Chapter IV. Bidding forms

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

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical requirements

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

Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS

Chapter VI. General Conditions of Contract

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

Chapter VII. Particular Conditions of Contract

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

Chapter VIII. Contract forms

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

Part 4. APPENDICES

- Attachment 01: Scope of services and Technical's requirements;
- Attachment 02: Technical evaluation criteria;
- Other technical documents, ... + link for reference (if any).

ABBREVIATION

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

Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

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

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

	organization during the contractor selection process before publishing the contractor selection result; e) The contractor selection result before it is disclosed as prescribed; f) Other documents in the contractor selection process, which are stamped confidential according to the provisions of Regulation No. VSP-000-TM-238. 4.8. Illegal transfer of awarded contract: The contractor transfers to other contractor(s) a volume of tasks of the package worth more than 10% of package value; or worth less than 10% of package value but more than 02 million USD (after deducting the work part of the subcontractor's responsibility as declared in the contract), calculated on the signed contract price.
5. Eligibility of bidders	A bidder that is an organization shall be deemed to be eligible if complying the following requirements: a) It is required to have registration and operational license granted by the competent government body of the country in which it is operating; b) It must keep independent accounting records; c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy; d) It must ensure competitiveness in bidding as prescribed in BDS; e) It is not being prohibited from participating in bidding; f) It is not liable to criminal prosecution; g) It is not the state of temporary suspension, termination of participation in National bidding network; h) It's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.
6. Contents of Invitation to Bid	6.1. The Invitation to Bid consists of Parts 1, 2, 3 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 and amendment of Invitation to Bid	7.1. The amendment of the Invitation to Bid shall be made as prescribed in BDS prior to the deadline for bid submission by issuing the written documentation for amendment in accordance with the methods as prescribed in BDS. To give bidders reasonable time in preparing their Bid proposal, Vietsovpetro may, at its discretion, extend the deadline for bid submission. 7.2. Any bidder who needs clarification of the ITB shall send a written request to Vietsovpetro in a minimum period of time as prescribed in the BDS prior to date of deadline for bid submission in order that Vietsovpetro shall take consideration. After receiving the written request for clarification by the deadline, Vietsovpetro shall make a written clarification response in a minimum period of time as prescribed in BDS, that specifying clarification content request without specifying the name of the requesting bidder, and send it to every bidder who have received the ITB from the Vietsovpetro. If the clarification leads to amendment ITB, Vietsovpetro shall amend the ITB in accordance with ITB 7.1. 7.3. If necessary Vietsovpetro hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stipulated in BDS. Vietsovpetro shall send an invitation to the pre-bidding conference to all bidders who have received the Invitation to Bid and post it on the System. The discussion shall be formally recorded as minutes of clarification which shall be sent to all bidders who have bought or acquired Invitation to Bid from Vietsovpetro. 7.4. In case the Invitation to Bid is required to be modified after the pre-tender conference, Vietsovpetro shall issue a written document for amendment as specified in ITB 7.1, minutes of pre-bidding conference is not the amendment of Invitation to Bid. 7.5. No participation in pre-bidding conference or without a confirmation letter that bidder having participated in pre-bidding conference is not the reason to reject the Bid proposals' bidder.
8. Cost of bidding	The bidder shall bear all costs associated with the bidding process (the preparation and submission of its Bid Proposal). Vietsovpetro shall not be liable for those cost under any circumstances. Cost of bidding as specified in the BDS.
9. Language of Bid Proposal	The bid proposal, as well as all correspondence and documents relating to the bid proposal exchanged by the bidder and Vietsovpetro, shall be written in English. Any supporting documents in bid proposal can be written in other languages and concurrently attached with translation in English. In case of no translation, if necessary, Vietsovpetro may ask bidder for supplementation of documents.

10. Documents comprising the Bid Proposal	The Bid Proposal consists of the following: 10.1. Application for bidding in accordance with ITB 11; 10.2. Consortium agreement in case the bidder is Consortium in accordance with Form No. 03, Chapter IV – Bidding forms; 10.3. Bid Bond, in accordance with ITB 18; 10.4. Proof documents for eligibility of bidder in accordance with ITB 5; 10.5. Proof documents for eligibility of signatory under the Application for bidding, in accordance with ITB 20.3; 10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16; 10.7. Technical proposals and proof document for service qualification, in accordance with ITB 15; 10.8. Financial proposals and price schedules with full information, in accordance with ITB 11 and 13; 10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any); 10.10. Other contents as specified in BDS.
11. Application for Bidding form and price schedules	The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.
12. Proposals of Technical alternatives	12.1. In case Invitation to Bid stipulates in BDS for probability of technical alternatives, then those technical alternatives shall be considered and evaluated. The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal. 12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information. The evaluation of technical alternatives in accordance with Section 5 Chapter III – Bid Proposal Evaluation criteria.
13. Bidding prices and discounts	13.1. Bidding price stated in the Application for bidding and in the bidding price tables with discounts must comply with the regulations as specified in this Section: a) The bidding prices means the price stated in Application for bidding, including all costs for implementation of bidding package (not including discounts) as prescribed in Part 2 – Technical Requirements. b) In case the bidding packages is not divided into independent parts, on condition that bidder offers discount, this can be offered directly in Application for Bidding or put in separate letter for discount. Bidder has to specify the content of discount and details of discount allocation into specific items in columns of “List of goods”, “Services description”. In case details are not provided, the discount is assumed to apply uniformly for all items in the columns of “List of goods”, “Services description”. Letter for discount (if any) can be submitted

	with Bid Proposal or separately provided that Vietsovpetro receive prior to Deadline for bid submission. c) Bidder shall submit Bid Proposal for all work described in ITB 1.1 and offer unit prices, extended amount for work specified in columns of “List of services”, “Services description” in accordance with respective template prescribed in Chapter IV – Bidding forms. In case columns “Unit price” and “Extended amount” are not offered or offered “0”, it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is responsible to provide goods, services in accordance with requirements of Invitation to Bid and not receive payment from Vietsovpetro during implementation of contract. Bidder is required to offer prices in each Price schedules. 13.2. In case bidding package is divided into independent parts and bidder is allowed bidding in each part specified in BDS, bidder is able to bid for one or many parts of bidding package. Bidder has to bid all work of such part which the bidder attends. Should the bidder offer discount, bidder shall specify details and prices of discount in each part as per ITB 1.2. 13.3. The bidder shall be responsible for the bidding price quoted to perform and complete the work in accordance with the requirements as stated in the Invitation to Bid. In case the bidder offer a low unit price in abnormal manner which affecting to the quality of the bidding package, the Vietsovpetro may require the bidder to clarify the feasibility of such abnormal unit price. 13.4. Bidder’s bidding price quoted shall include all taxes, fees and charges (if any) in response to tax rates, expenses, fees at the time of 28 days prior to the stipulated deadline for bid submission. In case bidders announce bidding prices not including taxes, fees, charges (if any), bidders’ Bid Proposal shall be rejected. 13.5. Bidders offer the bidding price as stipulated in BDS.
14. Currencies of Bid and payment	14.1. The currency of the bid shall be offered in VND/USD/EUR. Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in VND/USD/EUR. Bidders have to offer by only one currency for a specific work. In case bidding price is offered in foreign currency, bidder has to prove that the respective work has been using foreign currency. 14.2. The currency of payment for work items shall correspond with the currency of bid for those items. Domestic costs are only paid in VND. 14.3. The currency for conversion of different bidding prices from various currencies into unique currency for evaluation and comparison is: VND/USD applying the selling rate stated by Vietcombank on the date when the bid is closed. If all bidding prices are in foreign currency, then bid evaluation and comparison shall be done in USD. In the event that one of bidding prices is in VND, then bid evaluation and comparison shall be done in VND. 14.4. Without prejudice to any terms mentioned above and relevant applicable laws, contract currency for domestic bidders shall be in VND, applying the selling rate stated by Vietcombank on the date when the bid is closed.

15. Documents establishing the conformity of the technical specifications and standards	15.1. To establish the eligibility of the services in accordance with Invitation to Bid, the bidder shall furnish as part of its Bid Proposal the documentary evidence that the services conform to the technical specifications and standards specified in Chapter V – Scope of services. 15.2. Standards for service supplying specified by Vietsovpetro in the Chapter V – Scope of services, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality for service, provided that it demonstrates, to Vietsovpetro’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V – Scope of services.
16. Documents establishing the capacity and experiences of the bidder	16.1. The bidder shall provide necessary information in templates in Chapter IV – Bidding Forms in order to demonstrate capability and experiences for performance of contract as specified in Chapter III – Bid Proposal evaluation criteria. The bidder shall prepare original documents for verification if Vietsovpetro requires. In case application of pre-qualification, if there are changes in capacity and experience when submitting the bid proposal in comparison with the information in the evaluated pre-qualification documents, the bidders must update their capability and experience; in case there is no change in bidders’ capacity and experience, the bidders must send a written commitment that they still satisfy the bidding package’s requirements. 16.2. The documentary evidence of the bidder’s capacity to perform the contract if its bid proposal is accepted. 16.3. If pre-qualification has been applied to a bidding package, if there is a change in the contractor's capacity and experience when submitting the Bid Proposal and participating in the pre-qualification, their capacity and experience must be updated.
17. Period of validity of Bid Proposal	17.1. Bid Proposal shall remain valid not shorter than the period specified in the BDS. Bid Proposal with shorter validity period shall not be considered and evaluated by Vietsovpetro. 17.2. In exceptional circumstances, prior to the expiration of the bid proposal’s validity period, Vietsovpetro may request bidders to extend the period of validity of their Bid Proposal. The Bid Bond as also requested shall be extended for 30 days beyond the deadline of the extended validity period. If a Bidder refuses to extend its Bid Proposal validity as required, the Bid Proposal shall not be further considered and the Bid Bond shall be returned to bidder. The bidder have accepted Vietsovpetro’s extension request shall not be permitted to modify any contents of its Bid Proposal, except for the extension of the validity of the Bid Bond. The extension request and acceptance or non-acceptance shall be show in writing.
18. Bid Guarantee	18.1. When attending the bid, prior to deadline for bid submission, the bidder shall implement bid guarantee and attach it to Bid proposal under the following forms: a) A form unconditional guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law in accordance with ITB 18.2;

	b) Or pay a deposit or bank transfer to VSP's account as specified in BDS 18.2; c) Or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of a foreign non-life insurer duly established under the law of S.R. Vietnam. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Bond Forms – 04(a) or 04(b) included in Chapter IV – Bidding Forms or in another substantially similar format with full basic contents of Bid Bond. In case the validity of Bid proposal is extended as specified in ITB 17.2, the Bid bond's validity shall be accordingly extended. In case of consortium bidder, all partners of consortium shall implement the same form of Bid Bond. In case of Consortium, the Bid Bond shall comply with one of the following: a) Each Consortium partner shall provide a separate Bid Bond; however, the aggregate amount of Bid Bond submitted by all Consortium partners is not less than the required amount specified in ITB 18.2. If the Bid Bond of any Consortium partner is determined to be invalid, the bid of the Consortium shall not be considered and evaluated further. If any Consortium partner is in breach of the rules resulting in without return of Bid Bond in accordance with 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 amendment of Bid Proposal	20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF BID PROPOSAL”, “COPY OF BID PROPOSAL”. In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of dossier with amount specified in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF AMENDED BID PROPOSAL”, “COPY OF AMENDED BID PROPOSAL”, “ORIGINAL OF ALTERNATIVE”, “COPY OF ALTERNATIVE”. In case of technical alternative in the Bid Proposal specified in ITB 12, the bidder shall prepare one original and some copies with amount mentioned in BDS. The cover of dossier shall be marked clearly “ORIGINAL OF TECHNICAL ALTERNATIVE”, “COPY OF TECHNICAL ALTERNATIVE OPTION”. 20.2. Bidders shall be responsible for the appropriateness of the copies compared to the original. In case of deviation between original and copy but without changing the bidder ranking, the original shall be used for evaluation. In case of deviation between original and copy leading to different results in evaluation of original and the copy, and resulting change in the bidder ranking, the Bid Proposal of that bidder shall be rejected. 20.3. The original of Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder's legitimate attorney (if any), in case of attorney, letter of attorney specified in Form No. 02, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal.

	20.4. In case of Consortium bidders, Bid Proposal shall be signed by legal representative of all partners in Consortium or legal partner representing Consortium bidders according to Consortium agreement. In order that all partners of Consortium to be legally bound, Consortium agreement must be signed by legal representatives of all partners of Consortium. 20.5. Any words added, written between lines, erased, overwritten shall only be deemed legitimate if having signature nearby or in that page of signatory on the application for bidding letter. 20.6. The envelope of Bid Proposal comprises of original and copies, duly marking “BID PROPOSAL”. In case of amendment, alternative of Bid Proposal, then the amended, alternative document (including original and copies) shall be placed in separated envelopes other than the envelope for Bid Proposal, clearly marking “AMENDMENT OF BID PROPOSAL”, “ALTERNATIVE BID PROPOSAL”. In case the bidder proposes an alternative technical plan, the entire alternative technical plan, including technical proposals and price proposals, must be contained in separate envelopes from the Bid Proposal envelope, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL OPTION". 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. Vietsovpetro shall not accept the Bidders' withdrawal of the Bid Proposal and still open such the Bid Proposal if the written notice of "Withdrawal of Bid Proposal" does not include documents providing that the person signing such documents is the bidder's legal representative and must be publicly announced during the bid opening. Next, Vietsovpetro shall open, read out clearly information in envelope of which outer notification marks "SUBSTITUTION OF BID PROPOSAL" and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to bidder. Vietsovpetro shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening. For envelope with notification marked "SUBSTITUTION OF BID PROPOSAL", any attached notification document accompanied with amended Bid Proposal shall be opened, read out clearly. Vietsovpetro shall not accept the bidder to amend the Bid Proposal if the written notice of Bid Proposal's amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only Bid Proposal opened and read out at the bid opening then shall be considered further and evaluated. 21.3. All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders' names and sequence below: a) Examine the seals;

	b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. In case bidding package is divided into many independent parts, then bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated; c) Representatives of Vietsovpetro shall countersign in original of letter of bid, Bid Bond, summarized price list, letter of attorney of bidder's legal representative (if any), letter of discount (if any), Consortium agreement (if any). Vietsovpetro shall not reject any Bid Proposal at the bid opening, except for late submission Bid Proposals as specified in ITB 20. 21.4. Vietsovpetro shall prepare a record of the bid opening that shall include information specified in ITB 21.3. The record shall be signed by representatives of Vietsovpetro and bidders attending bid opening. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The record shall be distributed to all bidders attending the bid.
22. Confidentiality	22.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidder selection process until publication of result of bidder selection. Under no circumstances, is the information in Bid Proposal revealed to any other bidders, except for the information that need disclosing during the bid opening. 22.2. Except for the case of enquiries for clarification of Bid Proposal and contract negotiation, bidder is not permitted to contact Vietsovpetro for issues related to bidder's Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of tendered selection is published.
23. Clarification of Bid Proposal	23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Vietsovpetro, including eligibility, capacity and experiences of the Bidder. In terms of technical, financial proposal in bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the offered bidding price. 23.2. During the evaluation process, clarification of Bid proposal between Bidders and Vietsovpetro is performed directly in written. 23.3. Clarification of Bid Proposals is only performed between the Vietsovpetro and Bidder whose Bid Proposals need to be clarified. In terms of clarification contents that directly affect evaluation of eligibility, capacity, experiences, technical requirement, financial issues, if period of clarification exceeds deadline and bidder does not submit documentation for clarification or submitted documentation does not comply with requirements of clarification from Vietsovpetro, Vietsovpetro shall evaluate based on the Bid Proposal submitted before deadline for bid submission. Vietsovpetro shall give the Bidder a reasonable period of time to clarify the Bid Proposal.

	23.4. In case after Deadline for bid submission, the bidder knowing that the Bid Proposal it has submitted falls short of documents establishing its eligibility, similar contracts, production capacity, financial reports, tax declaration and payment obligations, documents on personnel, specific equipment proposed in its Bid Proposal may provide such evidence to the Procuring entity within a period of time specified in the BDS. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal. 23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, Vietsovpetro request clarification toward the bidder based on compliance as specified in ITB 23.1. 23.6. In case of doubt about the authenticity of documents provided by the Bidder, Vietsovpetro shall verify with organizations and individuals related to the content of the documents. 23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, Vietsovpetro shall request Bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.
24. Deviations, Imposing conditions and Omission of content	<i>The following definitions shall be applied during the evaluation process of bidding proposals:</i> 24.1. <i>"Deviation" refers to any differences from the requirements stated in the Invitation to Bid;</i> 24.2. <i>"Imposing conditions" means setting conditions that are restrictive or indicate a partial non-acceptance of the requirements stated in the Invitation to Bid;</i> 24.3. <i>"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.</i>
25. Determination of responsiveness	25.1. Vietsovpetro's determination of a responsiveness of Bid Proposal is to be based on the contents of the bid Proposal itself, as defined in ITB 10. 25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Invitation to Bid without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: a) if accepted, would affect in any substantial way the scope, quality, or performance of services; limit in any substantial way, inconsistent with the Invitation to Bid, the purchaser's rights or the bidder's obligations under the contract; b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Bid proposal that meet the requirement of the Invitation to Bid. 25.3. Vietsovpetro shall examine the technical aspects of the Bid Proposal submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of the Invitation to Bid

	have been met without any material deviation or reservation, or omission. 25.4. If the Bid Proposal is not substantially responsive to the requirements of Invitation to Bid, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of Invitation to Bid.
26. Nonmaterial mistake	26.1. Provided that a Bid Proposal is substantially responsive, Vietsovpetro may waive any mistakes in the bid proposal that not to be a material deviation, reservation or omission. 26.2. Provided that a bid proposal is substantially responsive, Vietsovpetro may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial mistake in the bid related to documentation requirements. Such mistakes shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal. 26.3. Provided that a bid proposal is substantially responsive, Vietsovpetro shall rectify quantifiable nonmaterial mistakes related to the bidding price. To this effect, the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.
27. Subcontractor	27.1. Sub-contractors are organizations, individuals signing contracts with the bidders to perform related services. 27.2. Requirements of Subcontractors are specified in BDS. 27.3. Sub-contracting will not change the bidder's responsibilities. The bidders shall be responsible for the workload, quality, progress and other responsibilities for the parts of the contract carried out by the subcontractors. Sub-contractors' capacity and experiences shall not be considered in evaluation of the Bidder's Bid proposal. The bidder itself must comply with capacity criteria (no consideration of sub-contractors' capacity and experiences). 27.4. The bidder may sign contracts with sub-contractors according to the list of sub-contractors stated in the Bid Proposal or signing contracts with sub-contractors approved by Vietsovpetro to participate in performing the work. 27.5. The bidders is not allowed to utilize the sub-contractors to carry out the tasks other than the tasks of the subcontractors mentioned in the Bid Proposal; the replacement or addition of sub-contractors other than the list of sub-contractors prescribed in the Bid Proposal shall only be carried out when there is a valid and appropriate reason and is approved by Vietsovpetro; in case sub-contractors are utilized to carry out the 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; c) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Vietsovpetro allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the Bidder shall be considered having committed fraudulent according to regulations in Clause 4, Article 16 of the Bidding Law and shall be subject to be handled according to regulations. d) For the origin of the goods, in case there is any inconsistency between the declared information and attached documents, Vietsovpetro request clarification of the Bid proposal; e) For contents other than those mentioned in Points a, b, c and d of this Clause, in case there is inconsistency between the information in the original Bid proposal and the copy of the Bid proposal, the information in the original Bid proposal is the basis for review and evaluation; f) At the financial assessment step, in case the Bidder does not declare information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Vietsovpetro have a basis for calculating bid preferences, then Bidder will not receive the bid preferences.
30. Contract negotiation	30.1. Contract negotiation shall be based on the followings: a) Report on evaluation of the Bid Proposal; b) Bid Proposal and bidder's records of clarification of bidding package (if any); c) Invitation to Bid. 30.2. Rules of the contract negotiation:

	a) Contents of the bidding package that satisfy the requirements of the Invitation to Bid do not need to be negotiated; b) While evaluating Bid Proposal and negotiating contract, if scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared to the design documentation, Vietsovpetro will request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide to apply the approved estimated price for these scope of work / inadequate workloads or the price quoted by other bidders who have passed the technical evaluation if this quoted price is lower than the one approved in estimate; c) For negotiation over the deficient deviation value, in case the Bid Proposal has not provided respective quoted price for deficient deviation, the lowest quoted offer out of other Bid Proposals that passed the technical evaluation or unit price in approved estimated price if only one Bid Proposal that passes the technical evaluation shall be accepted to negotiate the deficient deviation. 30.3. Contents of contract negotiation: a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal or in the same Bid Proposal shall be negotiated to prevent any possible dispute or unexpected impact on the contractual obligations of contracting parties; b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations; c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package; d) Nonmaterial omissions specified in ITB 30; e) Other necessary issues. 30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions and annexes that determine detailed list of scope of supply, price list and progress of supply. 30.5. If the negotiation fails, Vietsovpetro will consider to and decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Vietsovpetro will consider and decide to cancel the bid as regulated in point a. of ITB 32.1.
31. Conditions for recommendation as the awarded bidder	Bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions: 31.1. Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III – Bid Proposal Evaluation criteria; 31.2. Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III – Bid Proposal Evaluation criteria; 31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria;

	31.4. Having deficient deviation not exceeding 10% of bidding price; 31.5. Meeting requirements specified in the BDS; 31.6. The bidder has the proposed bid-winning price (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.
32. Bidding cancellation	32.1. 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 entitled to purchase additional service volumes of the bidding package, exceeding the volumes specified in Chapter IV, provided that it does not exceed the ratio, prescribed in BDS.
35. Notice of Bid Proposal acceptance and contract award	After publishing the notice of bidder selection results, Vietsovpetro send a notice of acceptance of the Bid proposals and award the contract, including requirements on measures of contract performance guarantee, completion time, and contract signing. VND according to the provisions in Form as prescribed in Part 3 for the awarded bidder. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract or submit the contract performance guarantee within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder shall be disqualified and shall not be refunded the value of Bid bond as prescribed in Section 18.5 ITB. The period of time stated in the notice of bid proposal acceptance is calculated from the date Vietsovpetro sending this acceptance notice to the awarded bidder on the Nation bidding network.
36. Conditions for signing contract	36.1. At time of signing contract, Bid Proposal of the selected bidder are still valid. 36.2. At time of signing contract, the selected bidder must ensure to meet requirements on technical and financial capability for implementation of the bidding package. If the bidder no longer meets basic requirements of capacity and experiences prescribed in

	Invitation to Bid, then Vietsovpetro shall refuse to sign contract. Vietsovpetro shall therefore cancel previous decision on approval of bidder selection result and contract award and shall invite the bidder who is ranked at the next position for contract negotiation. 36.3. Vietsovpetro must ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.
37. Contract performance guarantee	37.1. Before signing a contract or the contract comes into effect, the bidder shall provide contract performance guarantee in a form of guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law as specified in Part 3 or pay a deposit or bank transfer to VSP's account or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of a foreign non-life insurer duly established under the law of Vietnam. In case the bidder uses guarantee for contract performance, Chapter VIII – Bidding forms or another form accepted by Vietsovpetro shall be applied. 37.2. The bidder shall not be entitled for the returning of the contract performance guarantee in the following cases: a) The bidder refuses to perform the contract after the date the contract comes into force; b) The bidder violates agreements in contract; c) The bidder delays in performing contract due to the bidder's fault but refuse to extend the validity of contract performance guarantee.
38. Handling of complaints in Bidding	38.1. When bidder's legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to Vietsovpetro with respect to procurement process, bidder selection result according to the regulations of Vietsovpetro. 38.2. In case of petition to Vietsovpetro, the bidder shall send the petition to the address specified in the BDS.
39. Monitoring and 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: Mudlogging service for wells of block 09-1 (Bidding package No. DV-1256/26-DVL) Name of project: Mudlogging service for wells of block 09-1 (Bidding package No. DV-1256/26-DVL) Quantity of parts in bidding package: 01 part Vietsovpetro will evaluate and select the <u>whole package of services</u> Scope of Services and Technical requirement: See Attachment 01 of Part 4 (10 pages) Technical evaluation criteria: See Attachment 02 of Part 4 (03 pages)
ITB 1.3	Time for implementation of contract: as required in the Technical's requirement (estimated in August 2026).
ITB 3	Source of funding: Vietsovpetro's financial plan for production activities in the year 2026 for Block 09-1.
ITB 5(d)	Competitiveness in the bidding must be ensured by following rules: - Bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with Vietsovpetro, except in the case of: (i) The bidder is an affiliate or subsidiary of a state-owned corporation or group whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or group. (ii) The bidder is a parent company, subsidiary, or affiliate of a state-owned corporation or group whose main production and business lines are suitable for products and services under the bid package, and this bid package belongs to its subsidiary or affiliate. - The bidder does 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 CONTRACTOR being an entity or a natural person, specifically as follows: + Consulting on preparation for technical design: <i>Not applicable</i>; + Consulting on verification of bid price: <i>Not applicable</i>; + Consulting on supervision of contract execution and inspection: <i>Not applicable</i>; + Consulting on preparation for the ITB: <i>Not applicable</i>; + Consulting on appraisal of the ITB: <i>Not applicable</i>; + Consulting on evaluation Bid Proposal: <i>Not applicable</i>; + Consulting on appraisal of bidder selection results: <i>Not applicable</i>; + Project management consulting, contract management, other consulting services whose work is directly related to the bid package: <i>Not applicable</i>; - The bidder does not belong to the same agency or organization directly managing the consultants (mentioned above)¹.

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

	- Public sector entities and employers, procuring entities that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - Public sector entities and enterprises that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - The ratio of shares, equity contributions between the parties is determined at the deadline for submission of bids and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value. In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula: $\text{Ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ Of which: X_i: Equity ownership ratio of other organizations and individuals in the i-th joint venture member; Y_i: Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement; n: Number of members participating in the joint venture.
ITB 5(h)	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 Circular issued by Ministry of Planning & Investment for providing provisions on posting information about bidding, on the roadmap for applying online Contractor selection, and managing the use of the value of bidding guarantee, ensuring the performance of non-refundable contracts: <u>Detailed instructions of the National bidding network system are on the website: http://muasamcong.mpi.gov.vn</u>
ITB 7.1	The amendment of Invitation to Bid shall be published in National bidding network at least 03 working days prior to the Deadline for bid submission.
ITB 7.2	Requests for clarification should be received by Vietsovpetro no later than 05 working days prior to the Deadline for bid submission. Vietsovpetro shall clarify the request of clarification at least 03 working days prior to the Deadline for bid submission.
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 of work and Technical's documentation as required in Technical's requirements (Part 2 Chapter V – Technical requirements in ITB).
ITB 12.1	Bidder is <u>allowed</u> to submit Technical's 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: Offers should include the cost of accompanying technical services for the implementation of the bidding package. <u>Note for foreign bidders:</u> 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 in Vietnam. Vietsovpetro will calculate and add FCWT 15.79% into the offered price for comparison and evaluation. <u>For services:</u> The bidders offer prices as Form No. 05, Chapter IV – Bidding forms. 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: charges for renting the equipments and personnel to perform the services, charges of mobilization / demobilization for equipments and personnel, - 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 Deadline for bid submission. <u>For material and equipments:</u> For foreign bidders: The Bidders are requested to offer price on delivery term CFR Vietsovpetro port, Rach Dua Ward, Ho Chi Minh City, S.R. Vietnam in accordance with Incoterms accompanied with appropriate amendments – if necessary, as Bidding form No. 05, Chapter IV – Bidding forms and provide “Incoterms 2020”. For Vietnamese Bidders: The Bidders are requested to offer price on delivery to Vietsovpetro warehouse, Rach Dua Ward, Ho Chi Minh City, S.R. Vietnam including all taxes, fees and charges (if any) arisen inside Vietnam as Form No. 05, Chapter IV – Bidding forms.

	- Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract. - 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. <i>(When using quota of Vietsovpetro for Block 09-1, quantity of the imported material / equipments 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).</i>
ITB 17.1	The Bid proposal shall be valid for ≥ 90 days from the Deadline for bid submission.
ITB 18.2	Contents of Bid Bond: The amount and currency of the Bid Bond shall be: USD 1,500.00 or VND 40,000,000 The Bid Bond shall be valid for ≥ 120 days from the Deadline for bid submission In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: 008.100.000001.1 (VND) 0081370000029 (USD) Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch
ITB 18.4	The Bid Bond of unsuccessful Bidders shall be returned or released in maximum 14 days from the date of Notification of Bidder selection Result.
ITB 19.1	The Deadline for bid submission is: Time: at 09h00 (local time) Date: 08 June 2026
ITB 19.3	Bidders shall submit their Bid Proposals to: Recipients: Vietsovpetro Address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam
ITB 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) 0081370000029 (USD)

	Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch Please indicate: Payment for Invitation to Bid – Package No. DV-1256/26-ĐVL
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's requirement), Financial Proposal (01 copy). In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical's alternative. Notes: Quantity of Proposal: + Technical Proposal: 01 original and 02 copies; + Financial Proposal: 01 original; + Soft copy: 01 USB included scanned Technical Proposal; 01 USB Financial Proposal and native excel file of Financial Proposal. + All of the Proposals shall be sealing and marking as requirement in Chapter I Point 21.
ITB 21.1	The Bid proposal shall be opened publicly at: Time: at 09h30 (local time) Date: 08 June 2026 At the following address: Vietsovpetro, 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam
ITB 23.4	Bidders themselves can provide such evidence to Vietsovpetro within 03 days from the Deadline for bid submission.
ITB 27.2	Total value of sub-contractor(s) shall not exceed: 0% of total value of Bid proposal. Specialized sub-contractor: Not applicable.
ITB 28.2	Calculation of preferential treatment: Bidder 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 and services to the bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of bidders for comparison and ranking.
ITB 29.1	Bid proposal evaluation methods: a) Evaluation of the bidder's capacity and experience: using Pass/Fail criteria. b) Technical's evaluation: <i>to apply evaluation method using Pass/Fail and calculating point criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria</i> c) The price evaluation: <i>to apply lowest price method for the whole package in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.</i>

ITB 31.5	Ranking of bidders: <i>the bidder who has the lowest price for the whole package after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.</i>
ITB 34.1	The maximum percentage by which scope of supply may be increased is: <i>Not applicable.</i> The maximum percentage by which scope of supply may be decreased is: <i>Not applicable.</i>
ITB 34.2	Additional purchase option: <i>Not applicable.</i>
ITB 38.2	Vietsovpetro's address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam Tel: 84 254 3839 871 Fax: 84 254 3839 857
ITB 39	Address of organization, individual in charge of supervision: Mr. Vu Mai Khanh – General Director of Vietsovpetro 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Viet Nam Fax: 84 254 3839 857

Chapter III. BID PROPOSAL EVALUATION CRITERIA

Section 1: Verification and evaluation the eligibility of Bid Proposal

1.1 Verification the Bid Proposal:

- a) Verify the number of original and copies of the bid proposal;
- b) Verify the documents comprising the original Bid proposal including: administrative documents, legal documents, Bidder's capacity and experience documents, technical proposal as stipulated in Invitation to Bid, in which there are: Application for Bidding, Consortium Agreement (if any), Power of Attorney for signing Application for Bidding (if any); Bid Bond 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 02 or more Bid proposals as a main bidder (independent bidder or a member of consortium) in one bidding package. In case the bidding package is divided into many independent parts, the bidder is not named in 2 or more Bid proposals as the main bidder for the parts that bidder participates.
- g) For consortium, written agreement of consortium is signed and stamped (if any) by the legitimate representative of each member of the consortium and the consortium agreement must specify the detail scope of work and estimated respective percentage that each member will implement as Bidding Form No. 3, Chapter IV, Bidding Form.
- 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.

Table No. 01

Criteria on capacity and experience			Compliance Requirements			Documents
No.	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
1.	Historical Contract Non-Performance	From <i>01 January 2021</i> to the Deadline for bid submission, non-performance ¹ of a contract did not occur due to Bidder's fault ¹	must meet requirement	not applicable	must meet requirement	Form 08
2.	Fulfill your tax obligations	Has fulfilled tax obligations ² 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 business Turnover (Exclusive VAT) Annual activity	The Bidder's net worth for the last year to the Deadline for bid submission should be positive. (calculated as the difference between total assets and total liabilities). Minimum average annual turnover of following value within the last 03 years : ≥ USD 120,235.46 / VND 3,155,820,000 <i>(Incase Company of the Bidder established less than 03 years, the value of Average annual business activity turnover will be sum total value of business activity turnover</i>	must meet requirement	must meet requirement	not applicable	Form 09

		and divide to total number of years have activities)					
4.	EXPERIENCE IMPLEMENTING CONTRACTS SUPPLYING GOODS	ON OF SIMILAR	The bidder who has completed similar contracts as a main contractor (independent or member of joint venture) or subcontractor³ shall be evaluated in accordance with the following requirements for similar contracts: - Size of similar contract: Contract must have value equivalent to or greater than USD 64,927.15 / VND 1,704,142,800; - Nature of similar contract: Provision of services for Oil and Gas industry or other industries; - Period of similar contract: Within the last 05 years prior to the Deadline for submission of bids; - Level of completion: Up to 80% of the contract value. To verify that the similar contract has been completed to the required extent, the Bidder shall provide Acceptance protocol and Invoices; - Quantity of similar contract: At least 01 similar contract	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 13

Notes:

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

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

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

²Bidders provide documents proving that they have fulfilled their tax declaration and payment obligations of the latest fiscal year compared to the time of bid closing (in case the system has not updated information on financial data) to comparison during negotiations.

³For contracts in which the contractor has entered into as a consortium member or subcontractor, only the value of the work performed by the contractor shall be counted.

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 No. 02: Key personnel

Seq.	Position	Quantity	Experiences in similar jobs	Certificates / 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 – Bidding forms to demonstrate that he has sufficient equipment to meet the following requirements:

Table No. 03: Main equipment

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

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

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

Section 4: Price evaluation criteria

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

Determination of lowest price as following steps:

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

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

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

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

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

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

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

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

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

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

Notes:

(1) Rectification of errors:

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

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

b) Other errors:

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

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

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

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

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

(2) Adjustment of deviation:

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

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

term to Vietsovpetro warehouse / Vietsovpetro port), if there is no respective unit price in the Bid proposal with deficient deviation, the adjustment of deviation will be as follows:

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

The highest unit price offered for such item of Bid proposals which pass the Technical's evaluation shall be used as legal basis for adjustment of deviation. In case the Bid proposals passed the Technical's 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's evaluation, adjustment of deviation shall be made based on respective unit price in the Bid proposal of this bidder; In case this Bid proposal has no respective unit price, unit price in value of bidding package shall be used. In case not having value of bidding package, unit price for calculating price of the bidding package shall be used as legal basis for adjustment of deviation.

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

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

The inland transportation cost = 0.25% x total proposed bidding price.

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

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

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

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

Section 6: Bidding package with multiple independent parts (not applicable)

If the bidding package is divided into multiple independent parts as stipulated in ITB 30.5, implement as follow:

1. The Invitation to Bid must specify: bidding condition, method and amount of the Bid Bond for each parts or many parts, evaluation method and standard for each parts or many parts so that the bidder can consider the proposed plan basing on their ability.
2. 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.
3. If there is no bidder participating in one part or many parts of the bidding package or satisfying the requirements of the Invitation to Bid, Vietsovpetro shall consider to amend the Plan of bidder selection in the way of dividing those parts into individual bidding packages and the value of those bidding packages shall be the estimated value of respective parts; For parts that bidders participate and satisfy the technical requirement, the selection of bidders must be assured the evaluation principle as stipulated in Item 2 of this Section.

4. There is one contract if only one bidder wins all the parts of the bidding package. There are many contracts if many bidders win the different parts of the bidding package.

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

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

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

Chapter IV. BIDDING FORMS

No.	Form name	Form No.	Content
1.	APPLICATION FOR BIDDING	Form No. 01	
2.	POWER OF ATTORNEY	Form No. 02	Only applicable in case the legal representative of the authorized contractor in the bidding
3.	CONSORTIUM / JOINT BIDDER AGREEMENT	Form No. 03	Only applicable in the case of a consortium bidder participating in the bid
4.	GUARANTEE FOR BID PARTICIPATION	Form No. 04(a)	Applied for independent bidder submit bid bond in form of bank guarantee
		Form No. 04(b)	Applied for consortium bidders submit bid bond in form of bank guarantee
		Form No. 04(c)	Deposit
5.	BIDDING PRICE SCHEDULE OF SERVICES	Form No. 05	
6.	BIDDER'S INFORMATION FORM	Form No. 06(a)	
	INFORMATION FORM FOR CONSORTIUM BIDDER's MEMBERS	Form No. 06(b)	Only applied for consortium bidders
7.	LIST OF COMPANIES TO PERFORM THE WORK OF BIDDING PACKAGE	Form No. 07	Only applicable in case the bidder is the parent company
8.	HISTORICAL CONTRACT NON-PERFORMANCE	Form No. 08	
9.	BIDDER'S HISTORICAL FINANCIAL PERFORMANCE	Form No. 09	
10.	AVERAGE ANNUAL TURNOVER	Form No. 10 (Not applicable)	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

No.	Form name	Form No.	Content
13.	SIMILAR CONTRACT PERFORMED BY BIDDER	Form No. 13	
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.	SOLUTIONS AND METHODOLOGY PROPOSED BY THE BIDDER TO PROVIDE NON-CONSULTING SERVICES	Form No. 18	

APPLICATION FOR BIDDING¹

Date: (Date of signing application for bidding)

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

Name of project: (Name project)

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

Attention to: (full name and address of Vietsovpetro)

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

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

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

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

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

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

Time for contract implementation: (Total time to perform all work required in Bidding package)³.

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 ITB 37.1 of the Bidding document.

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

Notes:

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

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

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

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

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

⁶ If legitimate representative of bidder authorizes the subordinate to sign the application for bidding, the bidder must submit Power of Attorney according to Form 02 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 02 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 03 of this chapter), the members of Consortium agree to authorize the leader member of the consortium to sign the Application for bidding. If each member of consortium has its own authorization, apply as for independent bidders. If the bidder wins the bidding package, the bidder must present to the Employer the notarized/certified copy of these documents before signing the contract. If the information declared is not accurate, the bidder is considered violation of ITB 4.

POWER OF ATTORNEY¹

Date ____/____/20____, at ____ [name of place]

I ____ (Insert Name, ID/passport number, position of Legitimate representative of the bidder), Legitimate representative of ____ (insert the bidder name) at ____ (insert address of bidder), to issue this Power of Attorney to:

Mr/Mrs. ____

ID/Passport number ____

Position ____

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

[-Sign the Application for bidding forms of Technical Proposal and Financial Proposal;

-Sign the Consortium agreement (if any);

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

-Negotiate and finalize contract with Vietsovpetro;

-Sign the Bidder's arising claims (if any);

-Sign contract with Vietsovpetro (if awarded the Bidding package).]²

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

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

This Power of Attorney is valid for the period from to³ and will be made in originals, ... of which will be retained by Mandator; of which will be retained by Attorney and the rest will be retained by Vietsovpetro. All original copies hereof are identical and legally equal.

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

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

Notes:

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

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

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

CONSORTIUM / JOINT BIDDER AGREEMENT¹

_____, day ____ month ____ year ____

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

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

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

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

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

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

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

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

- Compensating for damages to the parties in the consortium;
- Working with members of the Consortium to compensate for all damages to the Vietsovpetro in accordance with the provisions stipulated in the Contract (corresponding to the proportion of each member specified in Article 2 of this Agreement);
- Other forms of handling ____ [*Specify other forms of handling*].

Article 2. Assignment of responsibilitiesConsortium members agree to assign responsibilities for implementation of the bidding package _____ [*write name of bidding package*] under the project _____ [*write name of project*], for each member as follows:

1. Leader of the consortium:

The parties agree to authorize to _____ [Write name of a party] as a leader of the consortium, representing the Consortium in the following part of work²:

- 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 table³:

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

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

- Vietsovpetro 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]

Notes:

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

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

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

GUARANTEE FOR BID PARTICIPATION¹
(BID BOND)
(This form for independent bidder)

Beneficiary: VIETSOVPETRO

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

Date: _____ *[Insert date of issue]*

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

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

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

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

This guarantee is effective for² days, from the date month ... year³.

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

1. Bidder has withdrawn its Bid proposal after Deadline for Bid submission and during the validity period of bid proposal;
2. Bidder violating Law on Bidding leads to cancellation of Bid in accordance with Point d, ITB 32.1;
3. Bidder fails or refuses to conduct contract negotiations within 07 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 days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure; or the bidder refuses to sign the contract within 10 days from the date of completion of the contract, except in cases of force majeure;
5. Bidder does not conduct performance bond in accordance with ITB 37.

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

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

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

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

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

Notes:

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

²*Insert as stipulated in BDS 18.2.*

³*Insert Deadline for Bid submission as stipulated in BDS 21.1.*

GUARANTEE FOR BID PARTICIPATION¹**(BID BOND)¹****(This form for consortium bidders)****Beneficiary:** VIETSOVPETRO

105 LE LOI STR., VUNGTAU WARD, HO CHI MINH CITY, S.R. VIETNAM

(Hereinafter referred to as the employer)

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

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

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

This guarantee is effective for³ days, from the date.....month... year⁴.

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

- 1) Bidder has withdrawn its Bid proposal after bid submission deadline and during the validity period of bid proposal;
- 2) Bidder violating Law on Bidding leads to cancellation of Bid in accordance with Point d, ITB 32.1;
- 3) Bidder fails or refuses to conduct contract negotiations within 07 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 days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure; or the bidder refuses to sign the contract within 10 days from the date of completion of the contract, except in cases of force majeure;
- 5) Bidder does not conduct performance bond in accordance with ITB 37.

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.

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

Notes:

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

²*Bidders' name can be one of following cases:*

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

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

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

GUARANTEE FOR BID PARTICIPATION (DEPOSIT)

Date: (Date of signing application for bidding)

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

Name of project: (Name project)

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

Attention to: (full name and address of employer)

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

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

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

BIDDING PRICE SCHEDULE OF SERVICES

No.	Products	Unit	Estimate Quantity	Unit price (USD)	Extended Price (USD)	Remark
(1)	(2)	(4)	(5)	(6)	(7)	(8)
A.	Well 2023 / RC-RB1					
1.	Mud Logging Unit	Unit/day	28			
2.	Data Engineer (2 person per day)	Person/day	28			
3.	Mudlogger (2 person per day)	Person/day	5			
4.	Chang shift cost	Times	4			
5.	Mobilization/demobilization	Times	1			
B.	Well 1011 / MSP-10					
6.	Mud Logging Unit	Unit/day	38			
7.	Data Engineer (2 person per day)	Person/day	38			
8.	Mudlogger (2 person per day)	Person/day	5			
9.	Chang shift cost	Times	6			
10.	Mobilization/demobilization	Times	1			
C.	Well 1024 / MSP-10					
11.	Mud Logging Unit	Unit/day	36			
12.	Data Engineer (2 person per day)	Person/day	36			
13.	Mudlogger (2 person per day)	Person/day	5			
14.	Chang shift cost	Times	6			
15.	Mobilization/demobilization	Times	1			
Total bidding price includes expenses associated with duties, taxes and fees (if any)						

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

Notes:
Columns (1), (2), (3), (4), (5): As per in Attachment 01: Scope of services and Technical’s requirements in Part 4.
Columns (6), (7): Quoted by the Bidder. The Bidder inserts unit price and amount of each service. The Bidder must calculate and include expenses associated with duties, taxes and fees (if any).
When participating in bidding, bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28 days prior to the stipulated deadline for bid submission.
In case the bidder announces the bidding price not including taxes, fees, charges then the Bid Proposal of the bidder will be rejected.
Bidder must offer detail price in compliance with Scope of service in the total estimated cost table in Part 4.

Offers should include the cost of accompanying technical services for the implementation of the bidding package.

Note 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 in Vietnam. **Vietsovpetro will calculate and add FCWT 15.79% into the offered price for comparison and evaluation.**

For services:

The bidders offer prices as Form No. 05, Chapter IV – Bidding forms. 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: charges for renting the equipments and personnel to perform the services, charges of mobilization / demobilization for equipments and personnel,
- 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 Deadline for bid submission.

For material and equipments:

For foreign bidders: The Bidders are requested to offer price on delivery term CFR Vietsovpetro port, Rach Dua Ward, Ho Chi Minh City, S.R. Vietnam in accordance with Incoterms accompanied with appropriate amendments – if necessary as Bidding form No. 05, Chapter IV – Bidding forms and provide “Incoterms 2020”.

For Vietnamese Bidders: The Bidders are requested to offer price on delivery to Vietsovpetro warehouse, Rach Dua Ward, Ho Chi Minh City, S.R. Vietnam including all taxes, fees and charges (if any) arisen inside Vietnam as Form No. 05, Chapter IV – Bidding forms.

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

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item
	<i>consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1</i> <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.

BIDDER'S INFORMATION FORM

Date: _____

NCB No. and title: _____

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

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

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

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

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

Bidder's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

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

2. Included the organizational chart.

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

INFORMATION FORM FOR CONSORTIUM BIDDER'S MEMBERS¹

Date: _____

Bid package No. and titles: _____

Consortium Bidder's name:

Consortium member's name:

Consortium member's country of registration:

Consortium member's year of foundation:

Consortium member's legal address in country of registration:

Consortium member's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

1. Attached are copies of original documents of: Business Registration of Company, Certificate of Investment, Decision of Establishment, etc.

2. Included is the organizational chart.

Notes:

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

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

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.				
...				

Notes:

⁽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.

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

HISTORICAL CONTRACT NON-PERFORMANCE¹

Bidder's name: _____

Date: _____

Consortium partner's name (if any): _____

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

- ☐ Contract non-performance did not occur since 1st January year 2023 [insert number] specified in Chapter III, Bid Evaluation Criteria, criterion 2.1.
- ☐ Contract(s) not performed since 1st January year 2023 [insert number] specified in Chapter III, Bid Evaluation Criteria, criterion 2.1.

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

Notes:

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

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

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

BIDDER'S HISTORICAL FINANCIAL PERFORMANCE¹

Bidder's name: _____

Date: _____

Name of Consortium member (if any): _____

Financial Data for Previous 03 Years ² [VND]		
Year 01 (2022)	Year 02 (2023)	Year 03 (2024)

Information from balance sheet

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

Information from Income Statement

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

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

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

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

Notes:

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

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

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

AVERAGE ANNUAL TURNOVER⁽¹⁾

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⁽²⁾	

Notes:

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

⁽²⁾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.

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

FINANCIAL RESOURCES¹

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

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

Notes:

¹Every 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.

²Liquid 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.

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

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

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

Notes:

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.*

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

SIMILAR CONTRACT PERFORMED BY BIDDER¹

Date __ month __ year __

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

Descriptions of each contract should contain following information:

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

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

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

Notes:

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

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

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

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

PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

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

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

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

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)

LIST OF EQUIPMENT

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	Email
Agreement	Agreement on renting equipment for the project	

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

SCOPE OF WORK USING SUB-CONTRACTORS¹

No.	Name of sub-contractor²	Scope of work³	Amount of work⁴	Value estimated⁵	Contract or agreement document with sub-contractor⁶
1.					
2.					
3.					
4.					
5.					
...					

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

Notes:

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

²Bidder 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.

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

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

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

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

LIST OF SPECIALIZED SUB-CONTRACTORS¹

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

No.	Name of specialized subcontractor²	Scope of work³	Amount of work⁴	Percentage value estimated⁵	Contract or agreement document with specialized sub-contractor⁶
1.					
2.					
3.					
4.					
5.					
...					

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

Notes:

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

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

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

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

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

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

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

No.	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)

Notes:

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

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

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

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

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

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

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

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical requirements

(Refers to Attachment 01 in Part 4)

Part 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Form No. 19. Letter of Proposal Acceptance and Contract Award

Form No. 20. Contract form

LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD

_____, day ____ month ____ year ____

To: _____ [*name and address of awarded Contractor, hereinafter referred to as “Contractor”*]

Subj.: Notification of Proposal Acceptance and Contract Award

Dear Sir/Madam,

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

- Scope of Supply:

- Total price:

- Contract duration:

As soon as possible but not later than 07 working days from the date signing this Contract, you should open the Performance Bond which is issued by banks / branches legally operated in Vietnam with amount 08% (eight percent) of Contract and send to Vietsovpetro. The validity of the Guarantee is equal to the Contract duration plus 60 calendar days.

Please acknowledge the receipt of this letter and send us your acceptance / comments as soon as possible but not later than 03 working days from the date of this letter.

Looking forwards to receiving your favorable reply.

LEGAL REPRESENTATIVE OF THE EMPLOYER

[*Full name, title, signature and stamp*]

Contract form

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Contract №/26/T-N5/DVL1-.....

“Provision of Mudlogging service for well of Block 09-1)

Based on the demand of the Vietnam–Russia Joint Venture Vietsovpetro and the supply capability of the company

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

COMPANY : VIETSOVPETRO JOINT VENTURE

Representative : Tran Quoc Thang – Deputy General Director

(According to the Power of Attorney № dated)

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

Telephone: 84-254-839871 Fax number : 84-254-839857

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

Tax code: 3500102414

CONTRACTOR:-

.....

.....

Two parties agreed to sign this contract with following articles:

ARICLE 1. SUBJECT OF THE CONTRACT

- 1.1 COMPANY agrees to hire, and CONTRACTOR agrees to provide Mudlogging service for well of Block 09-1 (hereinafter referred to as the “Services”), including detailed materials and equipment (hereinafter referred to as the “Equipment”), together with engineers, specialists, and workers performing the Services (hereinafter referred to as the “Personnel”)
- 1.2 The scope of the Services, as specified in Appendix No. 01 – SCOPE OF SUPPLY, forms an integral part of this Contract. CONTRACTOR undertakes to fully, properly, and timely fulfill all requirements of COMPANY as stated in the aforementioned Appendix No. 01 and in this Contract.

ARICLE 2. RENTAL TERM

- 2.1 COMPANY has the right to mobilize the Services within the validity period of the Contract as specified in Clause 2.5. Within days from receipt of COMPANY’s notice, CONTRACTOR shall mobilize personnel, equipment, materials, etc. to the mobilization locations as follows:
 - The mobilization and demobilization point for the Equipment shall be at COMPANY’s port in Rach Dua Ward, Ho Chi Minh City.
 - The mobilization and demobilization point for the Personnel shall be Vung Tau Airport.
- 2.2 The Parties shall prepare minutes, signed by their authorized representatives, to certify the actual commencement and completion time of the Services under the Contract as the basis for rental payment.

- 2.3 The Parties shall prepare minutes, signed by their authorized representatives, to confirm the actual rental duration as the basis for payment.
- 2.4 Throughout the rental period, COMPANY shall pay CONTRACTOR only one mobilization fee and one demobilization fee for the Equipment for each well.
- 2.5 This Contract shall take effect from the signing date stated on page 1 of this Contract and shall remain valid until both Parties have fulfilled all their responsibilities and obligations under the Contract.

ARICLE 3. CONTRACT VALUE

- 3.1. This Contract is a fixed unit price contract; the quantities are estimated and shall be paid based on actual quantities.
- 3.2. The rental unit prices for materials, equipment, and personnel are calculated as follows:

Materials and Equipment

1. **Consumable materials:** included in the rental price.
2. **Mud logging Unit:**

Mobilization and demobilization fees: In the event that the Unit must be installed on the platform, the mobilization fee for the Mud logging unit shall be applied in accordance with the unit price agreed by the two Parties in this Contract. In case, upon completion of the Contract, CONTRACTOR keeps the equipment on the platform to provide services to the next client, the demobilization fee shall not apply. However, if the unit must be dismantled from the platform and demobilized, the demobilization fee shall be applied in accordance with the unit prices under the contracts previously signed between the two Parties. In the event that the number of mobilizations and demobilizations exceeds two times (including one mobilization and one demobilization), the Parties shall agree to negotiate additional costs based on actual circumstances, subject to written approval by COMPANY's management.

The rental unit price for the Mud logging unit shall be calculated from the date CONTRACTOR delivers the unit to COMPANY at the mobilization point and shall end on the date COMPANY returns the unit to CONTRACTOR at the demobilization point. The rental unit price for the Mud logging unit includes:

Daily rental rate: day/unit; the rental rate shall commence when the unit is installed on the platform and end when the unit leaves the platform.

During the performance of the work, the Parties shall prepare timesheets as part of the documentation for payment under this Contract.

Sampling materials (optional): CONTRACTOR shall prioritize using sampling materials provided by COMPANY. In case CONTRACTOR supplies such materials, it must be approved in writing by COMPANY's representative. The unit price for sampling materials isday/well.

3. **Personal**

Change shift: /time/person

Daily rental rates:

Mudlogger: /person/day

Data engineer: /person/day

Sampling Catcher: /person/day

The rental unit price for personnel shall be calculated from the date CONTRACTOR's personnel arrive at COMPANY's drilling platform to perform work as required by

COMPANY and shall end on the date CONTRACTOR's personnel return to Vung Tau in accordance with COMPANY's demobilization request.

On the shift change day, the personnel rental cost shall be counted as one full working day.

Crew change cost: in accordance with COMPANY's regulations, i.e. 28 days (4 weeks) per rotation per position (field engineer/operator, data processing engineer, or sampling personnel). In case COMPANY requires more frequent rotations, the cost shall be calculated based on actuals, subject to minutes of confirmation signed by both Parties and in accordance with applicable laws.

- 3.3. The cost of sample packaging and core sampling materials required by COMPANY shall be calculated based on actual usage demand and the unit prices specified in the price schedule stated in ARTICLE 3.2: CONTRACT VALUE of this Contract.
- 3.4. The mobilization and demobilization fees for the Mud logging unit shall not be charged to COMPANY in the event that the Mud logging unit is already available on the drilling platform at the commencement of the Services for COMPANY and is retained on the platform by CONTRACTOR after completion of the Services.
- 3.5. In the event that, during the validity of the Contract, COMPANY receives a newly purchased Mud logging unit, COMPANY shall notify CONTRACTOR at least 14 days in advance of its intention to terminate the Contract. The Parties shall apply the termination provisions in accordance with Clause 12.2 of this Contract.
- 3.6. The Final Well Report shall consist of 03 (three) sets. In case COMPANY requires additional copies, the fee shall be charged at VND per set based on actual quantity used. Within 02 (two) weeks after completion of each well, CONTRACTOR shall submit the official hard copies of the Final Well Report to COMPANY.
- 3.7. The above rental unit prices shall remain unchanged due to any factors throughout the validity period of the Contract and shall apply to the total actual rental days of COMPANY unless otherwise agreed by the Parties in writing or adjusted in accordance with Clause 3.9.4.
- 3.8. The contract price for equipment and personnel rental shall be paid to the Contractor based on unit prices corresponding to the actual number of rental days/months, certified by minutes signed by authorized representatives of COMPANY and CONTRACTOR, and calculated as follows:
- For materials, equipment (Mud logging unit), and personnel: calculated from the commencement date of rental under this Contract, applying the daily unit rates for payment based on the actual number of rental days.
- 3.9. The unit prices applicable to this Service are as follows:

Nº	Service Description	Unit	Unit Price
1	Mud logging unit	unit/day	
2	Mudlogger	person/day	
3	Data engineer	person/day	
4	Sampling Catcher	person/day	
5	Consumable materials	set	Included in item 1
6	Sampling materials (optional)	day/well	
7	Change shift	time/person	
8	Mobilization/demobilization	time/unit	

The above unit prices are exclusive of VAT.

ARICLE 4. PAYMENT TERM

- 4.1. Payment for the rental of materials, equipment, and personnel shall be made based on the minutes confirming the rental period and the unit prices specified in Articles 2 and 3 of this Contract.
- 4.2. COMPANY shall pay CONTRACTOR 100% of the actual monthly service rental amount by bank transfer within 30 working days from the date COMPANY receives the complete set of payment documents from CONTRACTOR, including:
- Payment request from CONTRACTOR – 01 original;
 - Invoice (01 original) or e-invoice with detailed invoice statement for each well per month – 01 original;
 - Monthly reports on personnel, equipment, and materials confirmed by both Parties and approved by Vietsovpetro’s Leader– 01 original;
 - Delivery ticket confirmed by both Parties – 01 original (applicable only if there is mobilization of equipment/materials/personnel during the month) (as per the form in Appendix No. 05 (A));
 - Return ticket confirmed by both Parties – 01 original (applicable only if there is demobilization of equipment/materials/personnel during the month) (as per the form in Appendix No. 05 (B));
 - Service completion certificate certified by an authorized representative of COMPANY – 01 original (this document shall be submitted together with the final invoice of the Contract) (as per the form in Appendix No. 05 (D));
 - Contract performance guarantee (copy) – for the first payment only.
- 4.3. In case of any errors, discrepancies, or deficiencies in the payment documents, COMPANY shall notify CONTRACTOR within 10 days from the date of receipt. CONTRACTOR shall, within 15 days, make the necessary corrections, and the payment period shall be extended accordingly.
- 4.4. CONTRACTOR’s bank account details for this Contract are specified on page 1 of this Contract.
- 4.5. Bank transfer fees shall be borne by COMPANY.

ARICLE 5. TAXES

- 5.1. CONTRACTOR shall be responsible for declaring and paying, at its own expense, all applicable taxes, fees, and other charges payable to the Government of Vietnam in connection with the Services. With respect to Value Added Tax (VAT), COMPANY shall pay such tax to CONTRACTOR in accordance with applicable laws and regulations.
- 5.2. CONTRACTOR shall be responsible for declaring and paying, at its own expense, all applicable taxes, fees, and other charges imposed on its subcontractors (if any) by the Government of Vietnam in connection with the Services under this Contract.

ARICLE 6. INSURANCE

- 6.1 At its own expense, CONTRACTOR shall maintain in full force and effect throughout the term of this Contract at least the following insurance policies with reputable insurers. Nothing herein shall limit or relieve CONTRACTOR of its liabilities under this Contract. The required insurance policies shall include:
- (a) Third-party liability insurance covering all activities hereunder for bodily injury, death, loss, or property damage, with a limit of USD 1,000,000 or equivalent in other currencies per occurrence, with no limit on the number of claims during the insurance period. This insurance shall include contractual liability coverage.

(b) All risks transit and property damage insurance covering CONTRACTOR's equipment at any time during the term of this Contract, including losses occurring at the worksite(s) and/or during transit to or from the worksite(s) and/or between worksite(s). In the event that CONTRACTOR does not maintain such insurance, CONTRACTOR agrees to bear all losses arising in the above-mentioned circumstances.

(c) Other insurances as required by applicable laws (if any) that CONTRACTOR and/or its subcontractors (if any) must comply with.

6.2 CONTRACTOR shall fully indemnify and hold COMPANY harmless against any losses or damages arising from failure to obtain or maintain the insurance policies required under this Contract, or from any act or omission that renders such insurance policies invalid.

6.3 Upon request by COMPANY, CONTRACTOR shall provide copies of the above insurance certificates. All insurance certificates and/or renewals thereof shall be duly submitted to COMPANY.

6.4 CONTRACTOR shall immediately notify COMPANY upon receipt of any notice of claim, compensation, or incident related to the insurance policies. Written notice shall be provided to COMPANY within no more than 02 days from the date of occurrence. However, in the case of serious incidents (including but not limited to death or serious injury), notification must be made immediately and confirmed in writing.

ARICLE 7. INDEMNITIES

7.1 CONTRACTOR's Personnel

CONTRACTOR shall be responsible for, and shall defend, indemnify, and hold COMPANY harmless from and against any claims, liabilities, costs, losses, damages, penalties, fines, and expenses, including but not limited to legal fees and litigation costs, of any nature whatsoever arising from bodily injury, death, or loss of or damage to property of any person who is a member of CONTRACTOR, occurring during and/or as a result of the performance of this Contract.

7.2 COMPANY's Personnel

COMPANY shall be responsible for, and shall defend, indemnify, and hold CONTRACTOR harmless from and against any claims, liabilities, costs, losses, damages, penalties, fines, and expenses, including but not limited to legal fees and litigation costs, of any nature whatsoever arising from bodily injury, death, or loss of or damage to property of any person who is a member of COMPANY, occurring during and/or as a result of the performance of this Contract.

7.3 COMPANY's Equipment and Property

COMPANY shall bear the risk of, and be responsible for, and shall indemnify, defend, and hold CONTRACTOR harmless from any claims arising from loss of and/or damage to or destruction of COMPANY's equipment and property, except where such loss, damage, or destruction is caused by the willful misconduct of CONTRACTOR, throughout the term of this Contract.

7.4 CONTRACTOR's Equipment

7.4.1. CONTRACTOR shall bear the risk of, and be responsible for, and shall indemnify, defend, and hold COMPANY harmless from any claims arising from loss of and/or damage to or destruction of CONTRACTOR's equipment and property, except where such loss, damage, or destruction is caused by the willful misconduct of COMPANY, its personnel, partners, or other contractors engaged by COMPANY during the term of this Contract.

7.4.2. Rental charges for CONTRACTOR's equipment that is lost or damaged shall cease during the period when such equipment is not operational for the Services, except for

equipment lost during drilling, in which case rental charges for casing shall cease when fishing operations are abandoned.

7.4.3. CONTRACTOR shall immediately notify COMPANY of any damage, loss, or destruction of property used for the Services, and any injury or death of personnel occurring during the performance of the Services, and shall provide COMPANY with relevant incident reports.

7.4.4. COMPANY shall compensate CONTRACTOR for damage or loss of equipment as specified in Clauses 7.4.1 based on a written agreement between the Parties using the following formula:

Compensation value = Purchase price – Depreciated value, where depreciation is calculated in accordance with regulations of the Ministry of Finance.

- 7.5 CONTRACTOR shall not be liable for, and COMPANY shall indemnify and hold CONTRACTOR harmless from, any claims arising from subsurface loss, reservoir damage, or loss of oil or gas due to blowouts, fires, well control incidents, or any consequences arising from CONTRACTOR's downhole activities during the provision of the Services, unless caused by CONTRACTOR's willful misconduct. CONTRACTOR shall indemnify and hold COMPANY harmless in such cases.
- 7.6 CONTRACTOR shall not be liable for and shall be exempt from liability for pollution resulting from blowouts or uncontrolled flows of oil or gas arising from the performance of the Services. However, if such pollution is the result of CONTRACTOR's gross negligence or willful misconduct, CONTRACTOR shall indemnify and hold COMPANY harmless from all costs, liabilities, or payments incurred by COMPANY for containment, cleanup, prevention, or compensation to third parties arising from such pollution.
- 7.7 CONTRACTOR shall immediately notify COMPANY of any incidents, claims, or legal proceedings related to the provisions of this Article.
- 7.8 COMPANY shall, at its own expense, provide basic and routine medical services to CONTRACTOR's personnel working on offshore platforms/facilities.
- 7.9 In case of emergency, COMPANY shall provide emergency response services to CONTRACTOR's personnel. All emergency medical costs, transportation to shore, and related expenses shall be borne by CONTRACTOR.
- 7.10 In the event of a work accident, COMPANY shall arrange emergency response and helicopter transport for CONTRACTOR's personnel from the platform to shore. All medical and transportation costs shall be borne by CONTRACTOR if the accident is not attributable to COMPANY.
- 7.11 CONTRACTOR shall be responsible for ensuring insurance/coverage for its personnel against illness, injury, or death during their travel to, stay in, and return from Vietnam for the performance of work under this Contract.
- 7.12 If the duration of the Services exceeds the contractual schedule due to reasons not attributable to COMPANY, CONTRACTOR shall be subject to penalties as stipulated in this Contract. In addition, CONTRACTOR shall bear the costs of accommodation, meals, and other services for its personnel at offshore facilities at the rates applicable to COMPANY's personnel.

ARTICLE 8. WARRANTIES

- 8.1. CONTRACTOR warrants that the Services shall be performed in a professional manner, in accordance with oil and gas industry standards and the terms and conditions of this Contract.
- 8.2. CONTRACTOR warrants that the design, equipment, and products supplied under this Contract comply with the specifications, are free from material defects and workmanship

defects, and are fit for the purposes for which such equipment is intended as stated in this Contract.

- 8.3. During the performance of the Services, if any defects or deficiencies arise within the warranty scope as stated above, COMPANY shall notify CONTRACTOR of such defects. COMPANY may instruct CONTRACTOR to repair, replace, or remedy such defects. COMPANY may also undertake the repair, replacement, or remedy itself, and all costs incurred for such corrective actions shall be reimbursed by CONTRACTOR to COMPANY.
- 8.4. CONTRACTOR's warranty shall cover all costs arising from the repair or replacement of defective equipment and materials, labor costs, and all direct costs and remedies related to such defective Services.
- 8.5. Acceptance, invoice payment, testing, or inspection by COMPANY shall not relieve CONTRACTOR of its warranty obligations under this Article.
- 8.6. Failure by CONTRACTOR to perform the Services with required quality or to comply with the reasonable requirements of COMPANY in accordance with this Contract shall be deemed a breach of Contract. Depending on the severity of the breach, based on on-site minutes jointly prepared by both Parties and the decision of meetings between representatives of both Parties, appropriate penalties shall be applied, specifically:
- COMPANY shall have the right to retain the Contract Performance Guarantee (equivalent to 3% (three percent) of the estimated total Contract value) provided by CONTRACTOR, require CONTRACTOR to reimburse all costs related to the breach within 45 days from the date of invoice issuance for such costs, and/or deduct such amounts from payments due to CONTRACTOR.
 - In case, due to the fault of CONTRACTOR's personnel or equipment, the Services are not performed in accordance with the reasonable requirements of this Contract, causing serious impact on COMPANY's interests (such as rig shutdown, service cancellation, or delay in work performance), depending on the level of damage (as mutually assessed and agreed by both Parties), CONTRACTOR shall compensate for all or part of the related losses. COMPANY shall have the right to call on the Contract Performance Guarantee and request reimbursement in cash or deduct from payments under other contracts being performed by CONTRACTOR. The total compensation amount shall not exceed the total pre-VAT revenue that CONTRACTOR receives from COMPANY under this Contract.

ARTICLE 9. OBLIGATIONS OF CONTRACTOR

- 9.1 CONTRACTOR's specialists must obtain safety training certificates before performing work at COMPANY's offshore facilities and must comply with all safety regulations and labor discipline at COMPANY's worksite during the performance of the Services.

CONTRACTOR shall be responsible for reviewing and shall be obligated to comply with the "Regulation on Safety – Health – Environment Management for Contractors Working on Facilities of the Vietnam–Russia Joint Venture Vietsovpetro," No. VSP-000-ATMT-448, Rev.6, approved by the General Director of Vietsovpetro on June 16th, 2025, effective from June 20th, 2025, which sets out COMPANY's regulations on safety, health, and environmental protection during the performance of the work

CONTRACTOR shall be responsible for reviewing and shall be obligated to comply with the "Regulation on Prohibition of Alcoholic Beverages and Narcotic Substances on Vietsovpetro Facilities," No. VSP-000-ATMT-456, approved on April 25th, 2023, and effective from May 1st, 2023

- 9.2 CONTRACTOR shall commence the Services in accordance with the written notice/instructions issued by COMPANY. CONTRACTOR shall diligently perform the Services in strict compliance with the terms of this Contract, including all attached

appendices, and shall fully comply with COMPANY's instructions and directions in all matters relating to the Services.

- 9.3 All costs for travel to and from COMPANY's mobilization point for CONTRACTOR's specialists, including round-trip air tickets, transportation, meals, and accommodation, shall be borne by CONTRACTOR.
- 9.4 CONTRACTOR shall be fully responsible for the stability, adequacy, and safety of all operations and all methods necessary for the performance of the Services and shall comply with the conditions set out in Article 11.
- 9.5 CONTRACTOR shall provide all equipment, materials, and other supplies, as well as personnel as required, to carry out the Services as described in Appendix No. 01 attached to this Contract.
- 9.6 Materials, equipment, and supplies provided by CONTRACTOR
- 9.6.1. Throughout the term of the Contract, CONTRACTOR, at its own cost, shall provide, install, maintain in good operating condition, repair, and when necessary replace all equipment, materials, and other required supplies to properly perform the Services, and shall carry spare parts as required to maintain and restore CONTRACTOR's equipment to good working condition.
- 9.6.2. CONTRACTOR shall ensure that all materials, tools, equipment, and other items used for the Services, whether purchased, rented, or otherwise supplied by CONTRACTOR, are properly packed and equipped with standard lifting slings, and shall ensure that such equipment is in safe and good condition for performing the Services, and is properly stored and protected from weather conditions that may adversely affect its operation.
- 9.6.3. At COMPANY's sole discretion, if any tool or part of the equipment is unsafe or unfit for the required Services, CONTRACTOR shall, at its own cost, repair or replace such tool or part with an equivalent one.
- 9.6.4. CONTRACTOR shall keep and maintain up-to-date records of all its equipment reflecting their condition and quantity and shall submit such records to COMPANY for reference upon request.
- 9.6.5. CONTRACTOR agrees to externally inspect all equipment and materials provided by COMPANY and shall report to COMPANY any apparent defects. Any use of such equipment by CONTRACTOR without notification to COMPANY shall be deemed acceptance that such equipment is free from defects or damage. However, CONTRACTOR shall bear no responsibility for the use of COMPANY's equipment and materials, even if CONTRACTOR fails to detect any external or internal defects therein.
- 9.7 CONTRACTOR's Personnel

CONTRACTOR shall provide the necessary personnel as specified in Appendix No. 01 – Scope of Supply and shall mobilize such personnel at the designated location ready to commence the Services. CONTRACTOR shall ensure that such personnel remain continuously available throughout the term of this Contract. CONTRACTOR shall, at its own cost, obtain visas, work permits, and any other required permits for its personnel.

Personnel of CONTRACTOR directly involved in the Services shall be on call 24 hours per day at the Service locations.

Within three (03) working days from receipt of COMPANY's request, CONTRACTOR shall ensure the provision of additional personnel as required for the Services under this Contract. CONTRACTOR shall be responsible for ensuring insurance/coverage for its experts against sickness, injury, or death during their travel to, from, and stay in Vietnam for the performance of the Contract.

- 9.8 Within one (01) working day, CONTRACTOR shall notify COMPANY in writing of any labor dispute that may affect CONTRACTOR's performance of the Services.

- 9.9 CONTRACTOR shall be responsible for reviewing the information, data, drawings, and specifications provided by COMPANY and shall notify COMPANY of any omissions, incompleteness, inconsistencies, or ambiguities identified therein.
- 9.10 If the time for performance of the Services is extended beyond the period specified in the Contract due to reasons not attributable to COMPANY, CONTRACTOR shall be subject to penalties as stipulated in the Contract. In addition, CONTRACTOR shall bear the costs of accommodation, meals, and other services for its personnel at offshore worksites in accordance with the cost levels applicable to COMPANY's personnel.

ARICLE 10. OBLIGATIONS OF CONTRACTOR

10.1. Access to Worksite(s)

COMPANY shall ensure that CONTRACTOR is granted access to the worksite(s) for its personnel and equipment, subject to the provisions set out in Articles 7 and 9. COMPANY shall promptly notify CONTRACTOR of any restrictions, conditions, or limitations imposed by COMPANY or competent authorities.

10.2. Use of CONTRACTOR's Equipment

Without the explicit consent of CONTRACTOR, COMPANY shall not permit any person other than CONTRACTOR's personnel to operate CONTRACTOR's equipment. However, in the event of an emergency, COMPANY may operate CONTRACTOR's equipment and must notify CONTRACTOR within 24 hours of such use. COMPANY shall pay rental fees for the equipment in accordance with Article 3 of this Contract.

10.3. Transportation of CONTRACTOR's Equipment

COMPANY shall provide transportation for CONTRACTOR's equipment from the base to the worksite and vice versa.

Accommodation and Catering

COMPANY shall provide accommodation, meals, and laundry services for CONTRACTOR's personnel, within the agreed number of personnel, during their time at the worksite. CONTRACTOR's personnel shall comply with the meal plans provided by COMPANY.

10.4. Medical Services

COMPANY shall provide first aid and medical care at all times at the worksite.

10.5. Assistance with Permits and Data

COMPANY may assist CONTRACTOR in obtaining necessary permits or data from Vietnamese authorities as required under this Contract. However, failure by COMPANY to provide such assistance shall not relieve CONTRACTOR of its responsibility to obtain such permits or data at its own expense.

ARICLE 11. SAFETY, HEALTH, FIRE, ENVIRONMENTAL PROTECTION AND SECURITY REGULATIONS

11.1. Laws and Regulations:

CONTRACTOR shall comply with all applicable laws, regulations, and requirements related to safety, health, fire prevention, environmental protection, and security in the area where the Services are performed.

- 11.2. CONTRACTOR shall ensure that its personnel, when performing the Services, comply with COMPANY's requirements as set out in safety, environmental, and health policies, safety manuals, procedures, special instructions, and regulations specified in this Contract.

- 11.3. CONTRACTOR shall ensure that the Services, materials, and equipment used in performing the Services comply with applicable laws, regulations, requirements, and other standards widely accepted in the oil and gas industry regarding occupational health, safety, and environmental protection.

ARTICLE 12. TERMINATION OF CONTRACT

- 12.1. In the event that CONTRACTOR fails to provide the Services in accordance with Clause 17, COMPANY shall have the right to:

- 12.1.1. Appoint a third party capable of providing the Services. In such case, CONTRACTOR shall enter into a contract with the appointed party to continue performing the Services for COMPANY; or
- 12.1.2. Directly enter into a contract with a third party to continue performing the Services under this Contract. In such case, CONTRACTOR shall pay the price difference and any related costs, if any. However, such price difference shall not exceed% of the unit price of this Contract; or
- 12.1.3. Remedy defects of goods or deficiencies of the Services by its own personnel and at its own expense, and CONTRACTOR shall reimburse COMPANY for all actual direct costs incurred, but not exceeding% of the Contract value.

12.2. Suspension of Contract Performance:

Except for cases of exemption from liability as provided in this Contract, COMPANY shall have the right to suspend the Contract if CONTRACTOR breaches any of the following fundamental obligations:

- Quality of goods/services;
- Progress of supply/performance of goods/services;
- Fire prevention and safety regulations during storage, transportation, or performance of the work;
- Regulations on occupational safety, health, and environmental sanitation.

During the suspension period, the Contract shall remain valid. The Parties shall appoint authorized representatives to jointly discuss and resolve issues to ensure proper performance of the Contract.

COMPANY shall have the right to request CONTRACTOR to compensate for damages. The duration and level of compensation due to suspension shall be agreed upon by both Parties.

12.3. Termination of Contract Performance

Except for cases of exemption from liability as provided in this Contract, COMPANY shall have the right to terminate the Contract if CONTRACTOR falls into any of the following cases:

- CONTRACTOR violates the provisions of Clauses 12.1 and 12.2 but fails to remedy, refuses to cooperate with COMPANY to remedy, or refuses to compensate for damages arising from the suspension;
- CONTRACTOR violates the law during the performance of the Contract;
- CONTRACTOR is found to have subcontracted without authorization;
- Pursuant to a decision of the Vietnam International Arbitration Center.

12.4. Notice of Suspension, Termination, or Cancellation:

The Party suspending, terminating, or cancelling the Contract in accordance with Clauses 12.1–12.3 must promptly notify the other Party. If failure to notify causes damage to the other

Party, the terminating/cancelling Party shall compensate for such damage in accordance with applicable laws.

The level of compensation shall be agreed upon by both Parties; if no agreement is reached, the matter shall be referred to the Vietnam International Arbitration Center for resolution in accordance with Article 14 of this Contract.

ARICLE 13. FORCE MAJEURE

- 13.1. Force majeure events are events occurring objectively, unforeseeably, and beyond control, which cannot be remedied despite all necessary measures being taken within reasonable capability, including but not limited to: war, riots, armed conflicts, embargoes, natural disasters (floods, storms, tornadoes, earthquakes, tsunamis), fires, epidemics or pandemics declared by the WHO or national authorities, and lockdowns imposed by competent authorities of a region or country.
- 13.2. A COMPANY affected by a force majeure event resulting in its inability to perform contractual obligations due to the direct impact of such event must immediately notify the other Party, including providing information and explanation of the direct impact on the performance of the Contract, along with supporting evidence, and the measures taken to remedy the situation and mitigate damages. Failure to notify, provide information, and explanation within 10 calendar days from the occurrence of the force majeure event shall result in the loss of the right to claim exemption from liability due to force majeure.
- 13.3. A written certification issued by the Vietnam Chamber of Commerce and Industry or a competent authority at the place where the force majeure event occurs shall be sufficient evidence to prove the occurrence and duration of the force majeure event.
- 13.4. In the event that, due to the direct consequences of a force majeure event, either Party is unable to perform all or part of its obligations under this Contract, the Contract performance period shall be extended for a duration equal to the period during which the force majeure event persists.
- 13.5. If the force majeure event lasts for more than 02 months, either Party shall have the right to terminate this Contract without any obligation to compensate the other Party.
- 13.6. Difficulties in production such as shortages of materials, electricity, labor, fire, strikes, etc. shall not be considered force majeure and shall not exempt CONTRACTOR from its obligation to deliver goods or from liability for late delivery. Information from newspapers, websites, and other media sources is for reference only.

ARICLE 14. GOVERNING LAW AND ARBITRATION PROCEDURES

- 14.1. The Parties undertake to strictly comply with all terms and conditions of this Contract.
- 14.2. Matters not provided for or not fully stipulated in this Contract shall be governed by the applicable laws of the Socialist Republic of Vietnam.
- 14.3. Any amendment or supplement to this Contract must be agreed upon in writing and duly signed by authorized representatives of both Parties. All communications during the performance of the Contract shall be made in writing and sent by postal service or by fax to the registered addresses or fax numbers of each COMPANYs stated in the Contract, in accordance with the forms set out in Appendix No. 04 (A, B) attached hereto.
- 14.4. Any disputes arising in connection with this Contract that cannot be resolved through negotiation shall be submitted to the Vietnam International Arbitration Center (VIAC) under the Vietnam Chamber of Commerce and Industry in Hanoi for settlement. The arbitral award shall be final and binding on both Parties. The losing Party shall bear all costs related to the dispute resolution unless otherwise agreed.

ARICLE 15. ARTICLE 15: LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any losses, including but not limited to loss of revenue or anticipated profits, loss of production, costs incurred by COMPANY in relation to other contractors of COMPANY (including but not limited to drilling rig or vessel contractors), loss of business opportunities, or business interruption, regardless of the cause and even if arising from negligence or breach of this Contract in connection with the performance of activities hereunder or the exercise of the Parties' rights under this Contract.

ARICLE 16. PERFORMANCE SECURITY

- 16.1. Within 10 working days from the date of signing the relevant Contract Addendum, CONTRACTOR shall submit a Performance Security (Appendix No. 03 – Form of Performance Security of this Contract) issued by a reputable bank acceptable to COMPANY. The value of the Performance Security shall be equal to 3% of the total estimated value of the corresponding Addendum. The validity of the Performance Security shall be equal to the service duration specified in the Addendum plus an additional 60 calendar days. CONTRACTOR shall ensure that the issuing bank sends the original Performance Security to COMPANY through Vietcombank – Vung Tau Branch (in case of an international bank).
- 16.2. All costs related to the issuance of the Performance Security shall be borne by CONTRACTOR.
- 16.3. If, within the period specified in Clause 17.1 above, CONTRACTOR fails to submit the original Performance Security to COMPANY, COMPANY shall have the right to unilaterally terminate the Contract and claim the Performance Security.
- 16.4. CONTRACTOR shall not be entitled to the return of the Performance Security if CONTRACTOR refuses or fails to perform the Contract after the effective date of the Contract.
- 16.5. In the event that CONTRACTOR breaches its contractual obligations as stipulated herein, COMPANY may use the Performance Security amount to offset penalties.
- 16.6. CONTRACTOR shall immediately request the issuing bank to amend the Performance Security in case an extension of its validity is required due to delayed delivery or extension of the delivery schedule, and shall promptly submit the extended Performance Security to COMPANY.
- 16.7. In case the contractor delays the extension of the Performance Security upon written request from Vietsovpetro, a penalty of 0.2% of the corresponding security value per day of delay shall apply. The total penalty shall not exceed 8% of the corresponding security value.
- 16.8. If COMPANY calls upon the Performance Security, COMPANY shall immediately provide CONTRACTOR with a copy of the notice sent to the bank.

ARICLE 17. EFFECTIVENESS OF THE CONTRACT

- 17.1. This Contract shall become effective from the date the bank of CONTRACTOR issues the Performance Security (effective date of the security) and upon completion of Contract signing, but no later than 10 working days from the date stated in the Contract, and shall remain in force until both Parties have fully performed their obligations as stipulated herein.
- 17.2. COMPANY shall notify CONTRACTOR in writing of its intention to extend the Contract at least 15 days prior to the initial expiry date of the Contract.
- 17.3. This Contract is made in 05 originals, of which COMPANY retains 03 copies and CONTRACTOR retains 02 copies. All copies shall have equal legal validity.

Representative of COMPANY

Representative of CONTRACTOR

APPENDIX 1 (A): SCOPE OF SUPPLY AND PRICE QUOTATION

No.	Description	Unit	Estimate Quantity	Unit price	Extended Price
A.	Well 2023 / RC-RB1				
1.	Mud Logging Unit	Unit/day	28		
2.	Data Engineer (2 person per day)	Person/day	28		
3.	Mudlogger (2 person per day)	Person/day	5		
4.	Chang shift cost	Times	4		
5.	Mobilization/demobilization	Times	1		
B.	Well 1011 / MSP-10				
6.	Mud Logging Unit	Unit/day	38		
7.	Data Engineer (2 person per day)	Person/day	38		
8.	Mudlogger (2 person per day)	Person/day	5		
9.	Chang shift cost	Times	6		
10.	Mobilization/demobilization	Times	1		
C.	Well 1024 / MSP-10				
11.	Mud Logging Unit	Unit/day	36		
12.	Data Engineer (2 person per day)	Person/day	36		
13.	Mudlogger (2 person per day)	Person/day	5		
14.	Chang shift cost	Times	6		
15.	Mobilization/demobilization	Times	1		
Total bidding price (include expenses associated with duties, taxes and fees (if any)).					

APPENDIX 1 (B): TECHNICAL'S REQUIREMENT
(As Part 4. APPENDICES)

APPENDIX 2: PERSONAL

No	Name	Nationality	Experience	Position
1				Mudlogger
2				
.....				
4				Data engineer
5				
....				
6				Sampling Catcher
7				
.....				

APPENDIX 3: PERFORMANCE BOND

FORM OF PERFORMANCE BOND

TO: VIETSOVPETRO
105 Le Loi Str, Vungtau ward, Ho Chi Minh City, S.R. Vietnam
ATTN: Mr. Tran Quoc Thang – Deputy General Director

Dear Sir,

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

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

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

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

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

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

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

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

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

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

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

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

Yours faithfully,
Authorized signature of the Bank

APPENDIX NO. 4A
SPECIMEN OF CONTRACTUAL TRANSACTION LETTER

DD/MM/YY

TO: VIETSOVPETRO

FAX No.: (84)-254-3839857

Attn.: Tran Quoc Thang – Deputy General Director

C/C: Manager of Commercial Department of Vietsovpetro

Email address: huyennt.hq@vietsov.com.vn; minhhlb.hq@vietsov.com.vn

Subject: Changes of Goods and/or Services, Execution schedule, Quota, issues regarding to contractual, payment and attached documents (if any)

Purchase order/Contract No. dated

.....

On behalf of Supplier/Contractor
(Sign and stamp)

APPENDIX NO. 4B
SPECIMEN OF CONTRACTUAL TRANSACTION LETTER

DD/MM/YY

TO: VIETSSOVPETRO

FAX No.: (84)-254-3839857

Attn.: Commercial Department of Vietsovpetro/Port and Logistics Division/Division of Purchasing Goods or Services

Email address: huyennt.hq@vietsov.com.vn; minhhlb.hq@vietsov.com.vn

Subject: Delivery notice/Provision of shipping documents/Notification of Services commencement/Notification of personnel and/or equipment for services implementation

Purchase order/Contract No. dated

.....

On behalf of Supplier/Contractor
(Sign and stamp)

**APPENDIX NO. 5A
DELIVERY TICKET**

DELIVERY TICKET

Customer: Delivery Address: Rig/ Platform: Well name: Vessel/chopper/vehicle:			Delivery Ticket No: Date Delivered: Contract Number: Page of pages			
			Forklift/ trailers			
Item	Contract Items	Description	Unit	Qty	Serial/ Asset No	Dimension/ Weight
1						
2						
....						
ALL ITEMS HAVE BEEN ATTACHED FULL SET OF SLING & SHACKLE						
Received by COMPANY's Personel: Delivered by CONTRACTOR's Logistic: Delivered by sub-contractor's Logistic:			Signature: Signature: Signature:			

RETURN TICKET

RETURN TICKET

Customer: Delivery Address: Rig/ Platform: Well name: Vessel/chopper/vehicle:			Delivery Ticket No: Date Delivered: Contract Number: Page of pages			
Forklift/ trailers						
Item	Contract Items	Description	Unit	Qty	Serial/ Asset No	Dimension/ Weight
1						
2						
....						
ALL ITEMS HAVE BEEN ATTACHED FULL SET OF SLING & SHACKLE						
Delivered by COMPANY's Personnel: Returned by CONTRACTOR's Logistic: Delivered by sub-contractor's Logistic:						
				Signature:		
				Signature:		
				Signature:		

APPENDIX NO. 5C

TIME SHEET

APPROVED

Leader's Well Logging & Testing Enterprise

MUD LOGGING UNIT																		
Time sheet																		
DATE:																		
REPORT No:																		
PERSONNEL	POSITION	CLIENT:						RIG:										
		WELL:																
		START DATE:						MONTH:										
		X : ON LOCATION/OPERATION						O : OFF SERVICE/ STANDBY						F: FORCE MAJEURE		TOTAL		
NAMES		1	2	3	...	...	...	...	...	...	...	...	30	31	X	O	F	
	DE														0	0	0	
	DE														0	0	0	
	DE														0	0	0	
	ML														0	0	0	
	ML														0	0	0	
	ML														0	0	0	
	ML														0	0	0	
	SC														0	0	0	
	SC														0	0	0	
Equipment																		
Description		1	2	3	...	...	...	...	...	...	...	...	30	31	X	O	F	
Mudlogging Unit#12															0	0	0	
Additional Equipment/Services:																		
Description		1	2	3	...	...	...	...	...	...	...	...	30	31	X	O	F	
Sampling Collection															0	0	0	
Abbreviation																		
X: On Location/Operation						O: OFF service/ Standby						F: Force Majeure						
DE: Data Engineer						SC: Sample Catcher												
ML: Mud Logger																		
SIGN FOR COMPANY																		
SIGN FOR CONTRACOR																		

APPENDIX NO. 5D

Approved
Deputy General Director for Geology

FINAL ACCEPTANCE PROTOCOL
FOR SERVICE PROVISION WORKS
FOR WELL

Today, on the day of ,

We, the representatives of the **COMPANY** and the representatives of **CONTRACTOR**,

Hereby mutually agree to confirm the completed work volume as follows:

1. Well:

Actual working days:

- Number of manpower working days:
 - Data processing engineers (2 persons): days
 - Logging engineers/operators (2 persons): days
 - Sampling Catcher: days
- Number of equipment working days: days
- Crew change: times

According to Contract No.:

- Number of manpower working days:
 - Data processing engineers (2 persons): days
 - Logging engineers/operators (2 persons): days
 - Sampling Catcher: days
- Number of equipment working days: days
- Mobilization and demobilization: times
- Crew change: times

Work performance results:

.....

Attached documents:

- Manpower timesheets
- Equipment timesheets

This record is made in 02 (two) copies of equal legal validity. COMPANY keeps 01 copy, CONTRACTOR keeps 01 copy.

FOR COMPANY

FOR CONTRACTOR

Director of well logging enterprise

Dự thảo hợp đồng
CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

HỢP ĐỒNG SỐ: _____/26/T-N5 /DVL1-_____

Cung cấp dịch vụ Carota khí cho các giếng khoan Lô 09-1

Theo đơn hàng DV-1256/26-DVL

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

Hôm nay, ngày tháng năm 20....., là ngày ký Hợp đồng này, các bên gồm:

BÊN A: LIÊN DOANH VIỆT – NGA VIETSOVPETRO

Địa chỉ : 105 Lê Lợi, phường Thắng Nhì, Tp. Vũng Tàu

Điện thoại : 0254.3839871 / 3839872 Fax: 0254.3839857

Tài khoản số: 0081000000011 tại Ngân hàng TMCP Ngoại Thương Việt Nam, chi nhánh Vũng Tàu.

Mã số thuế : 3500102414

Đại diện : Ông **Trần Quốc Thắng** - Chức vụ: Phó Tổng giám đốc

(Theo giấy ủy quyền số ngày của Tổng giám đốc Vietsovpetro)

BÊN BU

Địa chỉ :

Điện thoại : Fax:

Tài khoản số : tại Ngân hàng ,chi nhánh

Mã số thuế :

Đại diện : Ông - Chức vụ: Giám đốc

Căn cứ nhu cầu của bên thuê và khả năng đáp ứng của bên cho thuê, hai bên thỏa thuận ký hợp đồng với các điều khoản sau:

ĐIỀU 1: ĐỐI TƯỢNG HỢP ĐỒNG

- 1.1 BÊN A đồng ý thuê và BÊN B đồng ý cung cấp dịch vụ **Carota khí cho các giếng khoan Lô 09-1** (sau đây gọi là Dịch Vụ) với chi tiết vật tư, thiết bị (sau đây gọi là thiết bị) cùng kỹ sư, chuyên gia và công nhân thực hiện Dịch Vụ (sau đây gọi là nhân lực) để thực hiện Dịch Vụ.
- 1.2 Phạm vi Dịch Vụ được quy định trong Phụ lục số 01 – Phạm vi cung cấp là bộ phận không thể tách rời của hợp đồng này. BÊN B cam kết thực hiện đầy đủ, chất lượng, kịp thời mọi yêu cầu của BÊN A nêu trong Phụ lục số 01 nói trên và trong hợp đồng này.

ĐIỀU 2: THỜI HẠN THUÊ

- 2.1 BÊN A có quyền huy động Dịch Vụ trong khoảng thời gian hiệu lực của hợp đồng nêu tại điều 2.5. Trong vòng ngày kể từ khi nhận được thông báo của BÊN A, BÊN B phải huy động người, thiết bị, vật tư đến địa điểm huy động cụ thể như sau:
- Địa điểm huy động và giải tỏa thiết bị là tại cảng của BÊN A tại phường Thắng Tam, thành phố Hồ Chí Minh.
 - Địa điểm huy động và giải tỏa nhân lực là sân bay Vũng Tàu.
- 2.2 Hai bên phải lập biên bản do người đại diện ký xác nhận thời điểm bắt đầu và kết thúc Dịch Vụ theo hợp đồng trên thực tế làm cơ sở thanh toán tiền thuê.
- 2.3 Hai bên phải lập biên bản do người đại diện ký xác nhận thời gian thuê cụ thể để làm cơ sở thanh toán tiền thuê trên thực tế.
- 2.4 Trong suốt quá trình thuê, BÊN A chỉ chi trả cho BÊN B phí một lần huy động và một lần giải tỏa đối với thiết bị cho từng giếng khoan trừ trường hợp thiết bị vẫn giữ nguyên trên giàn và tiếp tục cung cấp Dịch Vụ cho giếng khoan tiếp theo.
- 2.5 Hợp đồng có hiệu lực kể từ ngày ký ghi tại trang 1 hợp đồng này và có hiệu lực cho đến khi hai bên thực hiện hết trách nhiệm, nghĩa vụ của hợp đồng.

ĐIỀU 3: GIÁ TRỊ HỢP ĐỒNG

- 3.1 Hợp đồng này là hợp đồng theo đơn giá thuê cố định, khối lượng là tạm tính và sẽ được thanh toán theo khối lượng thực tế.
- 3.2 Đơn giá thuê trạm, thiết bị và nhân lực được tính như sau:

Vật tư, Trạm thiết bị

1. **Vật tư tiêu hao:** bao gồm trong giá thuê.

2. **Trạm thiết bị Carota khí:**

+ Phí huy động và giải tỏa: Trong trường hợp trạm đo phải lắp đặt trên giàn, phí huy động cho trạm Carota khí sẽ được áp dụng theo đơn giá thỏa thuận giữa 2 bên trong hợp đồng này, trong trường hợp khi kết thúc hợp đồng mà BÊN B vẫn giữ nguyên trạm thiết bị trên giàn để cung cấp cho Dịch Vụ cho giếng tiếp theo thì phí giải tỏa sẽ không áp dụng. Nhưng trong trường hợp trạm đo phải tháo dỡ khỏi giàn và giải tỏa thì phí giải tỏa sẽ được áp dụng theo đơn giá các hợp đồng đã ký giữa 2 bên. Trong trường hợp số lần huy động và giải tỏa nhiều hơn 2 lần (gồm 1 lần huy động và 1 lần giải tỏa), hai bên thống nhất đàm phán bổ sung chi phí theo thực tế trên cơ sở phê duyệt bằng văn bản của lãnh đạo BÊN A.

+ Đơn giá thuê Trạm Carota khí sẽ được bắt đầu tính từ ngày BÊN B giao Trạm Carota khí cho BÊN A tại điểm huy động thiết bị và kết thúc tại ngày BÊN A giao trả lại Trạm Carota khí lại cho BÊN B tại điểm giải tỏa thiết bị. Đơn giá thuê Trạm Carota khí; bao gồm:

- Đơn giá thuê ngày: đồng/ngày/trạm; đơn giá thuê được tính bắt đầu khi trạm lên giàn và kết thúc khi trạm rời giàn.

- Khi thực hiện công việc hai Bên phải lập bảng chấm công để làm một phần hồ sơ để thanh toán cho hợp đồng này

- Vật tư lấy mẫu (option): BÊN B ưu tiên sử dụng các vật tư lấy mẫu do BÊN A cung cấp, trong trường hợp BÊN B cung cấp vật tư này phải được đại diện BÊN A ký xác nhận đồng ý bằng văn bản, đơn giá cho vật tư lấy mẫu làVNĐ/ngày/ giếng.

3. **Nhân lực:**

+ Phí thay ca: đồng/người/lần đổi ca.

+ Đơn giá thuê ngày:

-Kỹ sư đứng máy :đồng/người/ngày

-Kỹ sư xử lý số liệu :đồng/người/ngày

-Nhân công lấy mẫu :đồng/người/ngày

Đơn giá thuê nhân lực sẽ được bắt đầu tính từ ngày nhân lực của BÊN B có mặt tại giàn khoan của BÊN A để làm việc theo yêu cầu của BÊN A và kết thúc tại ngày nhân lực của BÊN B về tới sân bay Vũng Tàu theo yêu cầu giải tỏa nhân lực của BÊN A.

Vào ngày thay ca, chi phí thuê nhân lực được tính là một ngày công.

Chi phí đổi ca: theo qui định của BÊN A, tức là 28 ngày (4 tuần)/lần/chức danh (Kỹ sư đứng máy hoặc Kỹ sư xử lý dữ liệu hoặc Nhân công bốc mẫu). Trong trường hợp BÊN A có yêu cầu nhiều hơn, sẽ tính phí thực tế dựa trên biên bản xác nhận giữa hai bên và quy định của pháp luật hiện hành.

3.3 Chi phí đóng gói mẫu và vật liệu lấy mẫu lỗi mà BÊN A yêu cầu được tính căn cứ vào nhu cầu sử dụng trên thực tế và đơn giá ghi tại bảng giá nêu tại ĐIỀU 3.2: GIÁ TRỊ HỢP ĐỒNG hợp đồng này.

3.4 Phí huy động và giải tỏa trạm Carota khí không tính vào chi phí của BÊN A trong trường hợp trạm đo Carota khí đã nằm sẵn trên giàn khoan khi bắt đầu cung cấp dịch vụ cho BÊN A và được BÊN B giữ lại trên giàn sau khi hoàn thành Dịch Vụ cho BÊN A.

3.5 Trong trường hợp khi hợp đồng đang hiệu lực mà BÊN A nhận được trạm Carota khí mua mới về, BÊN A sẽ thông báo trước cho BÊN B không ít hơn 14 ngày về ý định chấm dứt hợp đồng của mình. Hai bên sẽ áp dụng việc chấm dứt Hợp đồng theo Điều 12.2 Hợp đồng này.

3.6 Báo cáo kết thúc giếng (Final Well Report) là 03 (ba) bộ. Trong trường hợp BÊN A có yêu cầu thêm, phí sẽ tính theo đơn giá trên số bộ sử dụng thực tế. Trong vòng 02 (hai) tuần sau khi hoàn thành mỗi giếng, BÊN B phải giao nộp bản in chính thức Báo cáo kết thúc giếng khoan cho BÊN A.

3.7 Đơn giá thuê nêu trên là không thay đổi vì bất kỳ yếu tố nào trong suốt thời gian hiệu lực của hợp đồng và áp dụng cho tổng số ngày thuê trên thực tế của BÊN A trừ phi hai bên có thỏa thuận khác bằng văn bản hoặc điều chỉnh hợp đồng theo Điều 3.9.4.

3.8 Giá hợp đồng thuê thiết bị và nhân lực sẽ được thanh toán cho nhà thầu trên cơ sở đơn giá phù hợp số ngày, tháng thuê thực tế, được đại diện của BÊN A và BÊN B ký biên bản xác nhận và được tính như sau:

- Đối với vật tư và thiết bị (trạm Carota khí) và nhân công: tính từ ngày bắt đầu thuê của hợp đồng này, áp dụng đơn giá theo ngày để thanh toán theo số ngày thuê thực tế.

3.9 Đơn giá áp dụng cho việc thuê dịch vụ này như sau:

STT	Danh mục dịch vụ	Đơn vị tính	Đơn giá (VNĐ)
1	Trạm Carota khí	trạm/ ngày	
2	Kỹ sư xử lý tài liệu	người/ ngày	
3	Kỹ sư đứng máy	người/ ngày	
4	Nhân công lấy mẫu	người/ ngày	
5	Vật tư tiêu hao	Bộ	Bao gồm trong giá Mục 1

6	Vật tư lấy mẫu (tùy chọn)	Ngày/ giếng	
7	Thay ca	Lần/ người	
8	Huy động/giải tỏa thiết bị	Lần / trạm	

Đơn giá nêu trên chưa bao gồm thuế GTGT

ĐIỀU 4: PHƯƠNG THỨC THANH TOÁN

- 4.1 Việc thanh toán tiền thuê vật tư, thiết bị và nhân lực được thực hiện căn cứ vào biên bản xác nhận thời gian thuê và đơn giá thuê quy định tại điều 2 và điều 3 của hợp đồng này.
- 4.2 BÊN A sẽ thanh toán cho BÊN B 100% số tiền thuê dịch vụ thực tế mỗi tháng bằng phương thức chuyển khoản qua ngân hàng trong vòng 30 ngày làm việc, kể từ ngày BÊN A nhận được bộ chứng từ thanh toán từ BÊN B bao gồm:
- Giấy yêu cầu thanh toán của BÊN B - 01 bản gốc;
 - Hóa đơn thuế GTGT (01 bản gốc) hoặc hóa đơn điện tử kèm bảng kê chi tiết hóa đơn mỗi tháng mỗi giếng - 01 bản gốc;
 - Báo cáo nhân lực, thiết bị và vật tư cuối tháng có xác nhận của 2 Bên và được lãnh đạo Vietsovpetro phê duyệt - 01 bản gốc;
 - Phiếu gửi hàng có xác nhận của 2 bên - 01 bản gốc; (bản gốc chỉ áp dụng nếu trong tháng đó có huy động thiết bị/ vật tư/ nhân lực); (theo Mẫu quy định tại Phụ lục số 05 (A)).
 - Phiếu trả hàng có xác nhận của 2 bên - 01 bản gốc (bản gốc chỉ áp dụng nếu trong tháng đó có giải tỏa thiết bị/ vật tư/ nhân lực); (theo Mẫu quy định tại Phụ lục số 05 (B))
 - Biên bản xác nhận hoàn thành dịch vụ do lãnh đạo có thẩm quyền BÊN A xác nhận - 01 bản gốc. (biên bản này được cung cấp cùng hóa đơn cuối cùng của hợp đồng) (theo Mẫu quy định tại Phụ lục số 05 (D))
 - Bảo lãnh thực hiện hợp đồng (bản chụp)- cho lần thanh toán đầu tiên
- 4.3 Trong trường hợp có sự sai sót, mâu thuẫn hoặc khiếm khuyết trong các văn bản hồ sơ chứng từ, BÊN A sẽ thông báo cho BÊN B trong vòng 10 ngày kể từ khi BÊN A nhận được bộ hồ sơ chứng từ thanh toán. BÊN B trong vòng 15 ngày phải hiệu chỉnh sửa đổi lại cho phù hợp và thời gian thanh toán được kéo dài thêm tương ứng.
- 4.4 Số tài khoản giao dịch theo hợp đồng này của BÊN B: ghi tại trang 1 hợp đồng này.
- 4.5 Phí chuyển tiền do BÊN A chịu.

ĐIỀU 5: THUẾ

- 5.1 BÊN B sẽ phải chịu trách nhiệm về, và khai báo và trả bằng chi phí của mình cho các khoản cần phải trả cho nhà nước Việt Nam, tất cả các loại thuế đang áp dụng, lệ phí, và các chi phí khác có liên quan đến Dịch Vụ. Liên quan đến thuế Giá trị Gia tăng (GTGT), BÊN A sẽ chi trả cho BÊN B khoản tiền thuế này theo quy định của pháp luật hiện hành.
- 5.2 BÊN B sẽ phải chịu trách nhiệm về, và khai báo và trả bằng chi phí của mình cho các khoản cần phải trả cho nhà nước Việt Nam tất cả các loại thuế đang áp dụng, lệ phí, và các chi phí khác ấn định cho nhà thầu phụ (nếu có) liên quan đến Dịch Vụ của hợp đồng này.

ĐIỀU 6: BẢO HIỂM

- 6.1 BÊN B bằng chi phí của mình sẽ duy trì hiệu lực trong suốt hợp đồng này cho ít nhất các đơn bảo hiểm với đơn vị bảo hiểm uy tín dưới đây. Không có điều gì được thể hiện ở đây sẽ gây hạn chế hay khước từ trách nhiệm của BÊN B cho hợp đồng này. Các đơn bảo hiểm mà BÊN B phải có gồm:
- (a) Bảo hiểm trách nhiệm dân sự cho bên thứ ba bao gồm tất cả hoạt động ở đây cho thương tích thân thể, tử vong, mất mát, hoặc hư hỏng tài sản với hạn mức 1.000.000 đô la mỹ hoặc giá trị tương ứng theo đơn vị tiền tệ khác cho mỗi vụ việc bất kỳ và không giới hạn số lần yêu cầu bồi thường trong giai đoạn bảo hiểm. Bảo hiểm này sẽ bao gồm phần trách nhiệm hợp đồng.
 - (b) Bảo hiểm trung chuyển và hư hỏng tài sản đang “tất cả các rủi ro” bảo hiểm thiết bị của BÊN B trong bất kì thời điểm nào trong suốt thời hạn hiệu lực của hợp đồng này bao gồm tổn thất xảy ra tại (các) địa điểm thực hiện Dịch Vụ và/hoặc trong quá trình trung chuyển đến hoặc từ công trình và/hoặc giữa (các) công trình. Trong trường hợp BÊN B không duy trì đơn bảo hiểm này, BÊN B đồng ý tự chịu tổn thất trong các tình huống nêu trên.
 - (c) Các bảo hiểm khác theo yêu cầu của luật pháp (nếu có quy định) mà BÊN B và/hoặc nhà thầu phụ của BÊN B (nếu có) phải tuân thủ theo.
- 6.2 BÊN B sẽ miễn thường toàn bộ cho BÊN A các khoản tổn thất hoặc mất mát phát sinh từ việc không thực thi hoặc duy trì các giấy chứng nhận bảo hiểm nêu trong hợp đồng này hoặc phát sinh từ bất kỳ hành vi hoặc sự tước bỏ nào đó làm cho các giấy chứng nhận bảo hiểm nói trên vô hiệu.
- 6.3 Trong trường hợp BÊN A yêu cầu thì BÊN B sẽ cung cấp các bản chụp của các giấy chứng nhận bảo hiểm như trên. Các giấy chứng nhận bảo hiểm và/hoặc các giấy tờ gia hạn giấy chứng nhận bảo hiểm sẽ phải cung cấp đầy đủ cho BÊN A.
- 6.4 BÊN B sẽ thông báo BÊN A lập tức về việc nhận được bất kỳ thông báo nào về khoản bồi hoàn, tai nạn liên quan đến đơn bảo hiểm. Thông báo bằng văn bản phải gửi cho BÊN A không quá 02 ngày kể từ ngày xảy ra sự việc. Tuy nhiên, đối với tai nạn nghiêm trọng (bao gồm nhưng không giới hạn tử vong hoặc thương tật nghiêm trọng), thông báo sẽ phải gửi ngay lập tức và xác nhận bằng văn bản.

ĐIỀU 7: MIỄN TRÁCH

7.1 Nhân sự của BÊN B

BÊN B sẽ tự chịu trách nhiệm cho và sẽ bảo vệ, miễn thường và làm vô can đối với BÊN A đối với các khoản bồi thường, trách nhiệm, chi phí, mất mát, tổn thất, tiền phạt, khoản phạt, và các chi phí bao gồm nhưng không giới hạn chi phí luật sư, chi phí kiện tụng của bất kỳ bản chất sự việc nào liên quan đến thương tật, hoặc tử vong hoặc mất mát hoặc tổn thất tài sản của bất kỳ người nào mà là thành viên của BÊN B phát sinh trong quá trình và/hoặc như kết quả việc thực hiện hợp đồng này.

7.2 Nhân sự của BÊN A

BÊN A sẽ tự chịu trách nhiệm cho và sẽ bảo vệ, bênh vực, miễn thường và làm vô can cho BÊN B đối với các khoản bồi thường, trách nhiệm, chi phí, mất mát, tổn thất, tiền phạt, khoản phạt và các chi phí bao gồm nhưng không giới hạn chi phí luật sư, chi phí kiện tụng của bất kỳ bản chất sự việc nào liên quan đến thương tật, hoặc tử vong hoặc mất mát, hoặc tổn thất tài sản của bất kỳ người nào mà là thành viên của BÊN A phát sinh trong quá trình và/hoặc như kết quả việc thực hiện hợp đồng này.

7.3 Thiết bị và tài sản của BÊN A

BÊN A sẽ chịu gánh rủi ro của, và sẽ tự chịu trách nhiệm và sẽ miễn thường, bênh vực và làm cho BÊN B vô can các bồi thường phát sinh từ việc mất mát và/ hoặc tổn thất hoặc

việc phá hủy thiết bị và tài sản của BÊN A, ngoại trừ tổn thất và/hoặc mất mát hoặc việc phá hủy được gây ra bởi hành vi cố ý phá hoại của BÊN B, trong suốt thời hạn của hợp đồng này.

7.4 Thiết bị của BÊN B

7.4.1 BÊN B sẽ chịu gánh rủi ro và sẽ tự chịu trách nhiệm và sẽ miễn thường, bên vực và làm cho BÊN A vô can các bồi thường phát sinh từ việc mất mát và/hoặc tổn thất hoặc việc phá hủy thiết bị và tài sản của BÊN B ngoại trừ tổn thất và/hoặc mất mát hoặc việc phá hủy được gây ra bởi hành vi cố ý phá hoại của BÊN A, nhân viên, đối tác hoặc các BÊN B khác mà BÊN A sử dụng trong suốt thời hạn của hợp đồng này.

7.4.2 Việc tính tiền thuê của những thiết bị của BÊN B bị hư hỏng hoặc mất mát sẽ dừng lại trong giai đoạn thiết bị không hoạt động cho Dịch Vụ.

7.4.3 BÊN B sẽ thông báo lập tức cho BÊN A về bất kỳ sự hư tổn, tổn thất hoặc hủy bỏ tài sản được sử dụng cho Dịch Vụ và thương tật hoặc tử vong của nhân sự xảy ra trong quá trình thực hiện Dịch Vụ và phải cung cấp cho BÊN A các báo cáo liên quan về sự việc như thế.

7.4.4 BÊN A sẽ bồi thường cho BÊN B cho những hư hỏng, mất mát của thiết bị quy định tại điều 7.4.1 theo văn bản thỏa thuận giữa hai bên trên cơ sở: Giá trị bồi thường = Giá mua thiết bị - Giá trị khấu hao, trong đó, giá trị khấu hao được tính theo quy định của Bộ Tài chính.

7.5 BÊN B sẽ không chịu trách nhiệm về, và BÊN A sẽ miễn thường BÊN B và làm cho BÊN B vô can đối với các yêu cầu bồi thường về tổn thất lòng đất, tổn thất tới nền kiến tạo khai thác, hoặc mất mát về khí hoặc dầu do phun trào hoặc cháy nổ xảy ra hoặc mất kiểm soát giếng khoan, hoặc bất kỳ kết quả nào từ hoạt động của BÊN B trong lúc cung cấp Dịch Vụ trong lòng giếng trừ khi chúng được gây ra bởi hành vi cố ý của BÊN B. BÊN B phải miễn thường và giữ cho BÊN A vô can đối với các trường hợp trên.

7.6 BÊN B sẽ không chịu trách nhiệm và sẽ được miễn trách nhiệm dân sự về việc ô nhiễm do phun trào hoặc dòng dầu khí không kiểm soát được phát sinh do thực hiện Dịch Vụ, tuy nhiên nếu việc ô nhiễm này là kết quả của bất cẩn chủ ý và hành vi cố ý của BÊN B và BÊN B sẽ miễn thường và giữ cho BÊN A vô can các trách nhiệm về chi phí phát sinh hoặc các khoản thanh toán mà BÊN A phải chịu do kiểm soát hoặc làm sạch chất gây ô nhiễm hoặc ngăn ngừa khả năng ô nhiễm hoặc khoản bồi thường mà các bên khác phải gánh chịu từ việc ô nhiễm này.

7.7 BÊN B sẽ thông báo cho BÊN A ngay lập tức các sự việc xảy ra, yêu cầu bồi hoàn, hoặc các kiện tụng liên quan đến các điều khoản nêu trong điều này.

ĐIỀU 8: BẢO ĐẢM

8.1 BÊN B đảm bảo rằng Dịch Vụ sẽ được thực hiện theo cách chuyên nghiệp, phù hợp với quy định ngành dầu khí và các điều kiện và điều khoản của hợp đồng này.

8.2 BÊN B đảm bảo rằng thiết kế, thiết bị và các sản phẩm cung cấp theo hợp đồng này tuân thủ theo các đặc điểm kỹ thuật, và không có khuyết điểm vật liệu, không có khuyết điểm tay nghề vận hành, phù hợp cho mục đích sử dụng mà các thiết bị này được sử dụng và nêu trong hợp đồng này.

8.3 Trong quá trình thực hiện dịch vụ nếu lỗi hoặc khuyết điểm nào xảy ra trong quá trình bảo hành như nêu ở trên, BÊN A sẽ thông báo cho BÊN B các khuyết điểm này. BÊN A có thể hướng dẫn BÊN B sửa chữa hoặc thay thế hoặc tìm cách khắc phục các lỗi thiết bị. BÊN A có thể sẽ sửa chữa hoặc thay thế hoặc tìm cách khắc phục các lỗi sai sót này, chi phí phát sinh cho việc sửa chữa, khắc phục sẽ được BÊN B hoàn lại cho BÊN A.

- 8.4 Phạm vi bảo đảm của BÊN B sẽ bao gồm tất cả các chi phí phát sinh trong việc sửa chữa, thay thế của tất cả thiết bị và vật tư bị hỏng hóc, nhân công và tất cả các chi phí trực tiếp và giải pháp cho dịch vụ mắc khuyết điểm đó.
- 8.5 Việc chấp nhận, thanh toán hóa đơn, thử hay kiểm tra của BÊN A sẽ không giải phóng trách nhiệm bảo đảm như yêu cầu trong điều khoản.
- 8.6 Việc BÊN B thực hiện dịch vụ với chất lượng kém hoặc không thực hiện đúng yêu cầu hợp lý theo quy định của hợp đồng này của BÊN A được coi là **vi phạm hợp đồng**. Tùy vào mức độ vi phạm, căn cứ biên bản ghi nhận được lập giữa hai bên ngay tại hiện trường và quyết định của cuộc họp giữa đại diện hai bên, sẽ áp dụng mức phạt hợp lý cho việc vi phạm hợp đồng, cụ thể:
- BÊN A sẽ có quyền giữ bảo lãnh thực hiện hợp đồng (bằng 03% (ba phần trăm) tổng giá trị tạm tính của hợp đồng này) mà BÊN B đã cung cấp, yêu cầu BÊN B hoàn lại toàn bộ chi phí phần vi phạm đó cho BÊN A trong vòng 45 ngày kể từ ngày phát hóa đơn cho các chi phí này, hoặc/và BÊN A sẽ khấu trừ vào các khoản đến hạn thanh toán cho BÊN B.
 - Trường hợp do lỗi của người hoặc thiết bị của BÊN B, dịch vụ không được thực hiện như yêu cầu hợp lý theo quy định của hợp đồng này, làm ảnh hưởng nghiêm trọng đến lợi ích của BÊN A (dừng giàn, hủy dịch vụ, kéo dài thời gian thực hiện công việc), tùy vào mức độ thiệt hại (kết quả do hai bên thỏa thuận khảo sát, đánh giá), BÊN B phải bồi thường toàn bộ, hoặc một phần những tổn thất liên quan. BÊN A có quyền thu giữ Bảo đảm thực hiện Hợp đồng đồng thời với việc yêu cầu hoàn trả chi phí tổn thất bằng tiền mặt hoặc khấu trừ từ những khoản thanh toán của các hợp đồng khác mà BÊN B đang thực hiện. Tổng giá trị đền bù thiệt hại sẽ không vượt giá tổng giá trị doanh thu trước thuế VAT mà BÊN B thu được từ BÊN A đối với hợp đồng này.

ĐIỀU 9: NGHĨA VỤ BÊN B

- 9.1 Các chuyên gia của BÊN B phải được cấp chứng chỉ huấn luyện an toàn trước khi thực hiện công việc trên công trình biển của BÊN A.
- BÊN B có trách nhiệm tìm hiểu và nghĩa vụ tuân thủ “*Quy chế về quản lý An toàn – Sức khỏe – Môi trường đối với các nhà thầu làm việc trên các công trình của Liên doanh Việt-Nga Vietsovpetro*” số VSP-000-ATMT-448, Rev.6 đã được Tổng Giám đốc Vietsovpetro phê duyệt ngày 16/06/2025, ngày hiệu lực 20/06/2025, quy định về an toàn, sức khỏe và bảo vệ môi trường của BÊN A trong thời gian tiến hành công việc.
- BÊN B có trách nhiệm tìm hiểu và nghĩa vụ tuân thủ “*Quy định cấm sử dụng đồ uống có cồn và các chất ma túy trên các công trình của Vietsovpetro*” số VSP-000-ATMT-456, phê duyệt ngày 25.04.2023 ngày hiệu lực 01.05.2023;
- 9.2 BÊN B sẽ bắt đầu Dịch vụ như hướng dẫn bằng văn bản thông báo của BÊN A. BÊN B sẽ thực hiện Dịch vụ nghiêm túc theo các điều khoản của hợp đồng này kể cả các phần phụ lục đính kèm và sẽ tuyệt đối tuân theo sự hướng dẫn và chỉ đạo của BÊN A trong tất cả các vấn đề liên quan đến Dịch vụ.
- 9.3 Tất cả chi phí cho việc đi và đến điểm huy động của các chuyên gia BÊN B bao gồm vé máy bay khứ hồi, đi lại, ăn, ở khách sạn sẽ do BÊN B chi trả.
- 9.4 BÊN B sẽ chịu trách nhiệm toàn bộ cho việc ổn định, đầy đủ và an toàn cho tất cả các hoạt động và các phương pháp cần thiết để thực hiện Dịch vụ và sẽ tuân thủ theo các điều kiện nêu trong điều 11.
- 9.5 BÊN B sẽ trang bị các thiết bị, vật tư, và các nguồn cung cấp khác, và nhân sự theo yêu cầu để tiến hành Dịch Vụ như mô tả trong Phụ lục số 01 đính kèm hợp đồng này.

- 9.6 Vật tư, thiết bị và cung ứng mà BÊN B trang bị.
- 9.6.1 Trong suốt thời hạn hợp đồng, BÊN B bằng chi phí của mình tự trang bị, lắp đặt, duy trì tình trạng hoạt động tốt, sửa chữa và thay thế khi cần thiết các trang thiết bị, vật tư, và các nguồn cung ứng cần thiết khác để thực hiện toàn bộ Dịch Vụ một cách đúng mực, và sẽ mang theo các vật tư thay thế như yêu cầu đề bảo trì và đem lại tình trạng hoạt động tốt cho trang thiết bị của BÊN B.
- 9.6.2 BÊN B sẽ đảm bảo rằng tất cả các vật tư, dụng cụ, trang thiết bị và các đồ dùng khác được sử dụng cho Dịch Vụ, dù mua, thuê hoặc được cung cấp bằng cách khác của BÊN B, phải được đóng gói đúng cách và được trang bị với cáp cầu theo tiêu chuẩn, và đảm bảo rằng các trang thiết bị này trong điều kiện an toàn và tốt đẹp để thực hiện Dịch Vụ, và được lưu trữ hợp lý và tránh xa các yếu tố thời tiết gây nguy hại cho việc vận hành của trang thiết bị.
- 9.6.3 Theo phán xét riêng của BÊN A, nếu bất kỳ dụng cụ hoặc phần nào đó của thiết bị không an toàn hoặc không có khả năng vận hành cho Dịch Vụ yêu cầu, BÊN B phải sửa chữa hoặc thay thế dụng cụ hoặc phần nào đó của thiết bị tương tự bằng chi phí của mình.
- 9.6.4 BÊN B sẽ giữ và duy trì hồ sơ cập nhật nhất về tất cả các thiết bị của BÊN B nhằm phản ánh các tình trạng và số lượng của chúng và sẽ nộp cho BÊN A tham khảo khi có yêu cầu.
- 9.6.5 BÊN B đồng ý giám sát bên ngoài tất cả các thiết bị và vật tư của BÊN A trang bị và sẽ báo cáo cho BÊN A biết bất kỳ khuyết điểm rõ ràng nào của các thiết bị ấy. Việc BÊN B sử dụng các trang thiết bị này mà không thông báo cho BÊN A thì được xem là các thiết bị ấy không có khuyết điểm hay lỗi hỏng hóc gì. Tuy nhiên, BÊN B không chịu bất kỳ trách nhiệm gì liên quan đến việc sử dụng các thiết bị và vật tư của BÊN A cho dù BÊN B không phát hiện ra khiếm khuyết bên ngoài/ bên trong của các thiết bị và vật tư đó.
- 9.7 Nhân sự BÊN B
- BÊN B sẽ cung cấp nhân sự cần thiết như nêu trong Phụ lục số 01 – PHẠM VI CUNG CẤP, và sẽ chuẩn bị nhân sự sẵn sàng tại điểm tập kết để bắt đầu tiến hành Dịch Vụ. BÊN B phải đảm bảo rằng những nhân sự này phải sẵn sàng liên tục trong suốt thời hạn của hợp đồng này.
- BÊN B bằng chi phí của mình sẽ xin visa và giấy phép làm việc hoặc những giấy phép khác cho các nhân sự của mình.
- Nhân sự BÊN B trực tiếp liên quan đến Dịch Vụ sẽ phải chịu triệu tập 24 giờ/ngày tại (các) địa điểm thực hiện Dịch Vụ.
- Trong thời hạn 03 (ba) ngày làm việc kể từ khi BÊN A gửi yêu cầu, BÊN B đảm bảo cung cấp thêm nhân sự cần thiết cho dịch vụ theo hợp đồng này.
- BÊN B sẽ chịu trách nhiệm trong việc bảo đảm cho các chuyên gia của mình đối với bệnh tật, bị thương hay tử vong trong suốt thời gian đến, trở về và ở Việt nam để thực hiện công việc liên quan đến hợp đồng
- 9.8 Trong thời hạn 01 (một) ngày làm việc, BÊN B sẽ thông báo bằng văn bản cho BÊN A về bất kỳ sự tranh cãi làm việc/lao động nào, mà nó có thể ảnh hưởng đến việc thực hiện Dịch Vụ của BÊN B.
- 9.9 BÊN B chịu trách nhiệm kiểm tra các thông tin, dữ liệu, bản vẽ và các đặc điểm kỹ thuật được BÊN A cung cấp và thông báo cho BÊN A chú ý đến tất cả những điều mà theo ý kiến của BÊN B cho là sự bỏ sót, không đầy đủ, mâu thuẫn, hoặc mơ hồ trong các thông tin, dữ liệu, bản vẽ và các đặc điểm kỹ thuật đó.

- 9.10 Nếu thời gian việc thực hiện dịch vụ kéo dài so với qui định của hợp đồng không do lỗi của BÊN A thì BÊN B phải chịu phạt như quy định của hợp đồng. Đồng thời BÊN B còn phải trả chi phí ăn, ở, và các dịch vụ khác cho người của mình trên công trình Biển theo mức chi phí quy định áp dụng cho người của BÊN A

ĐIỀU 10: TRÁCH NHIỆM CỦA BÊN A

10.1 Ra vào (các) địa điểm thực hiện Dịch Vụ

BÊN A phải đảm bảo rằng BÊN B có quyền thực hiện việc ra vào Địa điểm thực hiện Dịch Vụ cho nhân sự và thiết bị của mình, tùy thuộc vào các điều khoản nêu tại điều 7 và điều 9. BÊN A phải nhanh chóng thông báo cho BÊN B về những hạn chế, điều kiện ràng buộc hoặc giới hạn trong sự cho phép của BÊN A hoặc cấp có thẩm quyền.

10.2 Sử dụng thiết bị của BÊN B

Không có sự đồng ý cụ thể của BÊN B, BÊN A sẽ không cho phép bất kỳ người nào ngoài nhân sự của BÊN B vận hành các trang thiết bị của BÊN B. Tuy nhiên, nếu có việc khẩn cấp phát sinh, BÊN A có thể điều khiển thiết bị của BÊN B và phải thông báo cho BÊN B trong vòng 24 giờ cho việc sử dụng này. BÊN A phải trả tiền thuê thiết bị cho BÊN B như tại điều 3 của hợp đồng này.

10.3 Vận chuyển thiết bị của BÊN B

BÊN A phải cung cấp phương tiện vận chuyển cho các thiết bị của BÊN B từ căn cứ đến địa điểm thực hiện Dịch Vụ và ngược lại.

BÊN A chịu trách nhiệm đưa các chuyên gia của BÊN B từ bờ ra địa điểm thực hiện Dịch Vụ của BÊN A và ngược lại cũng như sẽ đảm bảo cho các chuyên gia của BÊN B nơi ở, thức ăn, các dịch vụ y tế và các điều kiện làm việc khác như điều kiện đối với chuyên gia của BÊN A tại địa điểm thực hiện Dịch Vụ.

10.4 BÊN A bằng chi phí của mình đảm bảo dịch vụ y tế cơ bản, thường xuyên cho người của BÊN B làm việc trên giàn/ công trình biển.

Trong trường hợp cần cấp cứu khẩn cấp, BÊN A sẽ thực hiện dịch vụ cấp cứu cho người của BÊN B. Toàn bộ chi phí y tế cấp cứu, chi phí vận chuyển người của BÊN B về bờ và các chi phí liên quan khác sẽ do BÊN B chịu.

Trong trường hợp xảy ra tai nạn lao động thì BÊN A sẽ thực hiện việc cấp cứu và vận chuyển bằng trực thăng cho người của BÊN B từ giàn về bờ. Tất cả các chi phí y tế cấp cứu, vận chuyển do BÊN B chịu nếu xác định tai nạn là không phải do lỗi BÊN A.

10.5 BÊN A có thể trợ giúp BÊN B trong việc xin các loại giấy phép hoặc dữ liệu cần thiết từ các cơ quan chức năng của Việt Nam khi được yêu cầu theo hợp đồng này. Tuy nhiên, việc BÊN A không trợ giúp được sẽ không làm mất trách nhiệm/bổn phận của BÊN B trong việc xin các loại giấy phép hoặc dữ liệu cần thiết đó bằng chi phí của mình.

ĐIỀU 11: AN TOÀN, SỨC KHỎE, CHÁY, BẢO VỆ MÔI TRƯỜNG VÀ QUY ĐỊNH AN NINH

11.1 Luật pháp và những quy định:

BÊN B phải tuân thủ theo pháp luật, quy định và yêu cầu liên quan đến an toàn, sức khỏe, cháy, bảo vệ môi trường và quy định an ninh được áp dụng trong khu vực nơi mà Dịch Vụ được thực hiện.

11.2 BÊN B phải đảm bảo rằng nhân sự của mình khi thực hiện Dịch Vụ phải tuân theo các yêu cầu của BÊN A nêu trong các chính sách về an toàn, môi trường, sức khỏe, các sổ tay an toàn, các quy trình và những hướng dẫn đặc biệt và các quy định được nêu trong hợp đồng này.

- 11.3 BÊN B phải đảm bảo rằng các Dịch Vụ, vật tư, thiết bị của BÊN B được sử dụng trong việc thực hiện Dịch Vụ phải tuân thủ pháp luật, quy định, yêu cầu và những tiêu chí khác được chấp nhận rộng rãi trong ngành dầu khí về sức khỏe nghề nghiệp, an toàn và môi trường.

ĐIỀU 12: CHẤM DỨT HỢP ĐỒNG

- 12.1 Trong trường hợp BÊN B không thực hiện cung cấp Dịch Vụ thì BÊN A có quyền:

12.1.1 Chỉ định bên thứ 3 có khả năng cung cấp Dịch Vụ. Trong trường hợp đó BÊN B có trách nhiệm ký hợp đồng với bên được chỉ định để tiếp tục thực hiện cung cấp Dịch Vụ cho BÊN A. Hoặc;

12.1.2 Trực tiếp ký hợp đồng thuê dịch vụ của Bên thứ 3 để tiếp tục thực hiện công việc của hợp đồng, Trong trường hợp đó BÊN B phải trả khoản tiền chênh lệch và các chi phí liên quan nếu có. Tuy nhiên, khoản tiền chênh lệch sẽ không cao hơn% đơn giá của hợp đồng này. Hoặc;

12.1.3 Tự sửa chữa khuyết tật của hàng hóa, thiếu sót của dịch vụ bằng nhân lực, chi phí của mình và BÊN B phải trả BÊN A đầy đủ các chi phí trực tiếp thực tế phát sinh này nhưng không quá% giá trị hợp đồng.

12.2 Tạm ngừng thực hiện hợp đồng: Trừ các trường hợp miễn trách nhiệm quy định của hợp đồng, BÊN A có quyền tạm ngưng Hợp đồng nếu BÊN B vi phạm một trong các nghĩa vụ cơ bản sau:

+ Chất lượng hàng hóa/dịch vụ.

+ Tiến độ thực hiện cung cấp hàng hóa/dịch vụ.

+ Quy định về an toàn phòng chống cháy nổ trong quá trình bảo quản, vận chuyển hàng hóa; hoặc thực hiện công việc.

+ Quy định về an toàn lao động, sức khỏe, vệ sinh môi trường.

Khi hợp đồng bị tạm ngừng thì hợp đồng vẫn còn hiệu lực. Các Bên có trách nhiệm cử người có thẩm quyền cùng bàn bạc để giải quyết để thực hiện đúng Hợp đồng đã ký;

BÊN A có quyền yêu cầu BÊN B bồi thường thiệt hại. Thời gian và mức đền bù thiệt hại do tạm ngừng Hợp đồng do Hai bên thỏa thuận.

12.3 Chấm dứt thực hiện hợp đồng: Trừ các trường hợp miễn trách nhiệm quy định của hợp đồng BÊN A có quyền chấm dứt Hợp đồng nếu BÊN B vi phạm một trong các trường hợp sau:

- BÊN B vi phạm các quy định tại điều 12.1; 12.2 nhưng BÊN B không tìm cách khắc phục/hoặc phối hợp với BÊN A để khắc phục/hoặc từ chối đền bù thiệt hại do tạm ngừng hợp đồng.
- BÊN B vi phạm pháp luật trong thời gian thực hiện hợp đồng.
- Phát hiện BÊN B bán thầu.
- Thực hiện theo quyết định của Trung tâm Trọng tài Quốc tế Việt Nam.

12.4 Thông báo Tạm ngừng thực hiện hợp đồng, đình chỉ thực hiện hợp đồng hoặc hủy bỏ hợp đồng;

Bên Tạm ngừng thực hiện hợp đồng, đình chỉ thực hiện hợp đồng hoặc hủy bỏ hợp đồng theo các điều 12.1-12.3 phải thông báo ngay cho bên kia biết. Nếu không thông báo mà gây thiệt hại cho Bên kia, thì Bên hủy bỏ hợp đồng phải bồi thường theo quy định của pháp luật.

Mức bồi thường sẽ do hai bên thỏa thuận, nếu hai Bên không thỏa thuận được sẽ đưa ra Trung tâm Trọng tài quốc tế Việt Nam để giải quyết theo quy định tại điều 14 của hợp đồng này.

ĐIỀU 13: TRƯỜNG HỢP BẤT KHẢ KHÁNG

- 13.1 Sự kiện bất khả kháng là sự kiện xảy ra một cách khách quan không thể lường trước được và không thể khắc phục được mặc dù đã áp dụng mọi biện pháp cần thiết và khả năng cho phép như: chiến tranh, bạo loạn, xung đột vũ trang, cấm vận, thiên tai (lũ lụt, bão, lốc xoáy, động đất, sóng thần), hỏa hoạn, dịch bệnh (Epidemic, Pandemic) được WHO/Quốc gia công bố, lệnh phong tỏa Vùng/Quốc gia do Chính quyền sở tại áp đặt.
- 13.2 Bên gặp sự kiện bất khả kháng dẫn đến việc không thực hiện được nghĩa vụ theo hợp đồng do ảnh hưởng trực tiếp bởi các sự kiện bất khả kháng có nghĩa vụ phải ngay lập tức thông báo cho bên kia biết, bao gồm cung cấp thông tin, giải trình về sự ảnh hưởng trực tiếp của sự kiện bất khả kháng đến việc vi phạm thực hiện hợp đồng kèm chứng cứ chứng minh, các biện pháp đã được thực hiện để khắc phục vấn đề và giảm thiểu tổn thất. Việc chậm thông báo, cung cấp thông tin và giải trình nếu trễ hơn 10 ngày lịch sau khi sự kiện bất khả kháng xảy ra sẽ làm cho bên gặp bất khả kháng mất quyền miễn trách sau này vì lý do bất khả kháng.
- 13.3 Văn bản xác nhận của Phòng Thương mại và Công nghiệp Việt Nam hoặc cơ quan có thẩm quyền ở nơi xảy ra sự kiện bất khả kháng là bằng chứng đủ để chứng minh sự kiện và thời gian xảy ra bất khả kháng.
- 13.4 Trường hợp do hậu quả trực tiếp của sự kiện bất khả kháng mà một Bên trong Hợp Đồng không thể thực hiện toàn bộ hoặc một phần nghĩa vụ theo hợp đồng này thì thời gian thực hiện hợp đồng sẽ được kéo dài thêm bằng thời gian mà sự kiện bất khả kháng diễn ra.
- 13.5 Nếu sự kiện bất khả kháng kéo dài hơn 02 tháng, mỗi bên đều có quyền chấm dứt hợp đồng này mà không phải bồi thường bất cứ một khoản tiền nào cho bên kia.
- 13.6 Các khó khăn trong sản xuất như thiếu vật tư, điện, nhân công, hỏa hoạn, đình công... không được coi là bất khả kháng và không miễn cho BÊN B nghĩa vụ giao hàng hoặc giao hàng muộn; Các thông tin từ trang báo, mạng và các phương tiện truyền thông khác chỉ mang tính chất tham khảo.

ĐIỀU 14: LUẬT ÁP DỤNG VÀ THỦ TỤC TRỌNG TÀI

- 14.1 Hai bên cam kết nghiêm túc thực hiện mọi điều khoản của hợp đồng này.
- 14.2 Những gì không quy định hoặc quy định không đầy đủ trong hợp đồng này sẽ được giải quyết theo luật pháp hiện hành của nước CHXHCN Việt Nam.
- 14.3 Bất kỳ sự thay đổi hay bổ sung nào cho bản hợp đồng này đều phải được chấp thuận bằng văn bản có đại diện hai bên xác nhận. Mọi giao dịch trong quá trình thực hiện Hợp đồng được các Bên thực hiện bằng văn bản và gửi theo đường bưu chính hoặc theo số Fax tới địa chỉ đăng ký hoặc số Fax của mỗi Bên ghi trong hợp đồng, theo mẫu Phụ lục số 04 (A, B) kèm theo.
- 14.4 Khi có phát sinh tranh chấp liên quan đến Hợp đồng này nếu các bên không thể thương lượng được thì sẽ đưa ra Trung tâm Trọng tài Quốc tế Việt Nam bên cạnh Phòng Thương mại và Công nghiệp Việt Nam tại Hà Nội để giải quyết. Quyết định của Trọng tài là quyết định cuối cùng buộc các bên phải thực hiện. Bên thua phải thanh toán các chi phí liên quan về việc giải quyết mâu thuẫn trên, trừ khi có thỏa thuận khác.

ĐIỀU 15: GIỚI HẠN TRÁCH NHIỆM

Không bên nào phải chịu trách nhiệm cho bên kia về các tổn thất bao gồm nhưng không giới hạn tổn thất về doanh thu, hoặc lợi nhuận dự kiến, tổn thất về sản phẩm, chi phí phải trả của BÊN A đối với các nhà thầu khác của BÊN A bao gồm nhưng không giới hạn nhà thầu cho thuê giàn, tàu khoan, tổn thất về cơ hội kinh doanh hoặc gián đoạn kinh doanh, bất kể nguyên do nào và thậm chí gây ra bởi sự bất cẩn hoặc vi phạm Hợp đồng do thực hiện các hoạt động ở đây hoặc thực hiện các quyền của các bên theo Hợp đồng này.

ĐIỀU 16: BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

- 17.1 Trong vòng **10 ngày** làm việc sau ngày ký Phụ lục bổ sung của hợp đồng, BÊN B phải nộp giấy bảo lãnh thực hiện hợp đồng (Phụ lục số 03- MẪU BẢO LÃNH THỰC HIỆN HỢP ĐỒNG của hợp đồng này) được cấp bởi Ngân hàng có uy tín và được BÊN A chấp nhận. Giá trị Bảo đảm thực hiện hợp đồng bằng 3% tổng giá trị tạm tính của Phụ lục bổ sung tương ứng. Bảo lãnh thực hiện Hợp đồng có thời hạn bằng thời hạn dịch vụ quy định tại Phụ lục bổ sung của hợp đồng này cộng thêm 60 ngày lịch. BÊN B phải bảo đảm rằng Ngân hàng phát hành phải gửi bản gốc bảo lãnh thực hiện hợp đồng cho BÊN A thông qua Ngân hàng Vietcombank-CN Vũng Tàu (nếu là Ngân hàng quốc tế).
- 17.2 Mọi chi phí liên quan đến việc phát hành giấy bảo lãnh thực hiện hợp đồng do BÊN B chịu.
- 17.3 Trong thời gian quy định tại mục 17.1 nêu trên, BÊN B không nộp bản gốc bảo lãnh thực hiện hợp đồng cho BÊN A thì BÊN A có quyền đơn phương chấm dứt Hợp đồng và thu hồi tiền bảo lãnh thực hiện hợp đồng của BÊN B.
- 17.4 BÊN B không được nhận lại Bảo đảm thực hiện hợp đồng trong trường hợp BÊN B từ chối/không thực hiện hợp đồng sau thời điểm hiệu lực của hợp đồng.
- 17.5 Trong trường hợp BÊN B vi phạm trách nhiệm thực hiện hợp đồng theo quy định tại hợp đồng này thì khoản tiền bảo đảm được BÊN A dùng để khấu trừ tiền phạt.
- 17.6 BÊN B phải ngay lập tức yêu cầu Ngân hàng phát hành giấy bảo lãnh thực hiện hợp đồng thực hiện sửa đổi giấy Bảo đảm thực hiện Hợp đồng trong trường hợp cần gia hạn thời gian hiệu lực của Bảo lãnh này vì lý do chậm giao hàng hoặc gia hạn thời hạn giao hàng, đồng thời gửi ngay cho BÊN A giấy Bảo lãnh đã gia hạn hiệu lực.
- 17.7 Trường hợp nhà thầu chậm gia hạn hiệu lực bảo lãnh khi có yêu cầu của Vietsovpetro bằng văn bản: phạt 0,2% giá trị bảo lãnh tương ứng/ mỗi ngày chậm. Tổng giá trị phạt không vượt quá 8% giá trị bảo lãnh tương ứng.
- 17.8 Nếu BÊN A sử dụng Bảo lãnh thực hiện Hợp đồng, BÊN A phải lập tức gửi cho BÊN B copy thông báo gửi Ngân hàng.

ĐIỀU 17: HIỆU LỰC HỢP ĐỒNG

- 18.1 Hợp đồng này có hiệu lực kể từ ngày Ngân hàng BÊN B mở bảo lãnh thực hiện Hợp đồng (ngày hiệu lực của bảo lãnh) và hoàn thành việc ký Hợp đồng nhưng không muộn hơn 10 ngày làm việc so với ngày được ghi trên Hợp đồng và tiếp tục cho đến khi hai bên thực hiện hết trách nhiệm của mình như quy định trong hợp đồng.
- 18.2 BÊN A sẽ thông báo cho BÊN B bằng văn bản về ý định gia hạn Hợp đồng không ít hơn 15 ngày trước ngày hết hạn đầu tiên của Hợp đồng.
- 18.3 Hợp đồng được lập thành 05 bản, BÊN A giữ 03 bản, BÊN B giữ 02 bản. Các bản có giá trị pháp lý như nhau.

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B

PHỤ LỤC SỐ 01 (A) - PHẠM VI CUNG CẤP VÀ GIÁ

HỢP ĐỒNG SỐ: _____/26/T-N5 /DVL1-_____

Cung cấp dịch vụ Carota khí cho các giếng khoan Lô 09-1

Theo đơn hàng DV-1256/26-DVL

No.	Mô tả dịch vụ	Đơn vị tính	Số lượng tạm tính	Đơn giá	Thành tiền
A.	Giếng 2023 / RC-RB1				
1.	Trạm Carota khí	trạm/ ngày	28		
2.	Kỹ sư xử lý tài liệu (02 người/ ngày)	người/ ngày	28		
3.	Kỹ sư đứng máy (02 người/ ngày)	người/ ngày	5		
4.	Chi phí thay ca	Lần/người	4		
5.	Huy động và giải tỏa	Lần	1		
B.	Giếng 1011 / MSP-10				
6.	Trạm Carota khí	trạm/ ngày	38		
7.	Kỹ sư xử lý tài liệu (02 người/ ngày)	người/ ngày	38		
8.	Kỹ sư đứng máy (02 người/ ngày)	người/ ngày	5		
9.	Chi phí thay ca	Lần/người	6		
10.	Huy động và giải tỏa	Lần	1		
C.	Giếng 1024 / MSP-10				
11.	Trạm Carota khí	trạm/ ngày	36		
12.	Kỹ sư xử lý tài liệu (02 người/ ngày)	người/ ngày	36		
13.	Kỹ sư đứng máy (02 người/ ngày)	người/ ngày	5		
14.	Chi phí thay ca	Lần/người	6		
15.	Huy động và giải tỏa	Lần	1		
Tổng giá trị hợp đồng (bao gồm tất cả các chi phí, thuế...)					

PHỤ LỤC SỐ 01 (B) - YÊU CẦU KỸ THUẬT VỀ DỊCH VỤ
(Theo nội dung Yêu cầu kỹ thuật gói thầu số DV-1256/26-DVL)

PHỤ LỤC SỐ 02
HỢP ĐỒNG SỐ: _____/26/T-N5 /DVL1-_____
Cung cấp dịch vụ Carota khí cho các giếng khoan Lô 09-1
Theo đơn hàng DV-1256/26-DVL
NHÂN LỰC CỦA BÊN CHO THUÊ

STT	TÊN	QUỐC TỊCH	KINH NGHIỆM	CHỨC DANH
1				Kỹ sư xử lý số liệu
2				
3				
4				
5				
6				Kỹ sư đứng máy
7				
8				
9				
10				
11				Nhân công lấy mẫu
12				
13				
14				
15				

PHỤ LỤC SỐ 03
THƯ BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

Kính gửi:

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

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

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

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

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

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

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

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

THƯ BẢO LÃNH này được phát hành duy nhất 01 (một) bản 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.

NGÂN HÀNG BẢO LÃNH

(Ký tên và đóng dấu)

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

Ngày tháng năm 20..

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

Người nhận: **Trần Quốc Thắng – Phó tổng giám đốc Vietsovpetro**

Sao gửi: **Lãnh đạo Phòng Thương mại VSP**

Email: (huyennt.hq@vietsov.com.vn; minhhlb.hq@vietsov.com.vn).

(Ghi nội dung giao dịch về Thay đổi về Hành hoá/Dịch vụ, tiến độ, sử dụng Quota, các nội dung liên quan tới giá trị HĐ, thanh toán.....) và tài liệu gửi đính kèm (nếu có)

ĐẠI DIỆN BÊN

(Ký tên và đóng dấu)

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

Ngày tháng năm 20..

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

Người nhận: **Phòng Thương mại VSP/ XN Dịch vụ Cảng và CUVTTB/ Đơn vị đặt hàng.**

Email: (huyennt.hq@vietsov.com.vn; minhhlb.hq@vietsov.com.vn).

(Ghi nội dung giao dịch về: thông báo bắt đầu thực hiện DV, thông tin về nhân sự/thiết bị thực hiện DV/XL....); và tài liệu gửi đính kèm (nếu có)

ĐẠI DIỆN BÊN

(Ký tên và đóng dấu)

PHỤ LỤC SỐ 05 (A)

Phiếu nhận hàng

Khách hàng: Địa chỉ giao hàng Giàn khoan: Tên giếng khoan: Tàu/phương tiện:			Số phiếu: Ngày giao hàng: Hợp đồng số: Số trang: /			
			Xe nâng/ Rơ móc			
STT	Hạng mục theo hợp đồng	Mô tả	Đơn vị	Số lượng	Số Serial	Kích thước/ Trọng lượng
1						
2						
....						
TẤT CẢ CÁC HẠNG MỤC ĐÃ ĐƯỢC GẮN ĐẦY ĐỦ BỘ DÂY CÁP TREO & MA NÍ						
Người nhận (Đại diện BÊN A):..... Giao bởi bộ phận Logistics của NHÀ THẦU:			Chữ ký: Chữ ký:			

PHỤ LỤC SỐ 05 (B)

Phiếu trả hàng

Khách hàng: Địa chỉ giao hàng Giàn khoan: Tên giếng khoan: Tàu/phương tiện:			Số phiếu: Ngày giao hàng: Hợp đồng số: Số trang: /			
			Xe nâng/ Rơ móc			
STT	Hạng mục theo hợp đồng	Mô tả	Đơn vị	Số lượng	Số Serial	Kích thước/ Trọng lượng
1						
2						
....						
TẤT CẢ CÁC HẠNG MỤC ĐÃ ĐƯỢC GẮN ĐẦY ĐỦ BỘ DÂY CÁP TREO & MA NÍ						
Người gửi (Đại diện BÊN A): Nhận bởi bộ phận Logistics của NHÀ THẦU:				Chữ ký: Chữ ký:		

PHỤ LỤC SỐ 05 (C)
BẢNG CHẤM CÔNG

Phê duyệt
Giám đốc XN Địa vật lý

MUD LOGGING UNIT																	
Time sheet																	
DATE: _____																	
REPORT No: _____																	
<u>PERSONNEL</u>	POSITION	CLIENT: _____ RIG: _____															
		WELL: _____															
		START DATE: _____ MONTH: _____															
		X : ON LOCATION/OPERATION O : OFF SERVICE/STANDBY								F: FORCE MAJEURE				TOTAL			
NAMES		1	2	3	...	...	...	...	...	...	...	...	30	31	X	O	F
	DE														0	0	0
	DE														0	0	0
	DE														0	0	0
	ML														0	0	0
	ML														0	0	0
	ML														0	0	0
	ML														0	0	0
	SC														0	0	0
	SC														0	0	0
Equipment																	
Description		1	2	3	...	...	...	...	...	...	...	...	30	31	X	O	F
Mudlogging Unit#12															0	0	0
Additional Equipment/Services:																	
Description		1	2	3	...	...	...	...	...	...	...	...	30	31	X	O	F
Sampling Collection															0	0	0
Abbreviation X: On Location/Operation DE: Data Engineer ML: Mud Logger O: OFF service/ Standby SC: Sample Catcher F: Force Majeure																	
SIGN FOR COMPANY										SIGN FOR CONTRACOR							

PHỤ LỤC SỐ 05 (D)

PHÊ DUYỆT
Phó Tổng giám đốc Vietsovpetro

BIÊN BẢN XÁC NHẬN HOÀN THÀNH CÔNG TOÀN BỘ CÔNG VIỆC

Hôm nay ngày tháng..... năm

Chúng tôi gồm: Đại diện Liên doanh Việt - Nga Vietsovpetro (Bên A) và Đại diện công ty TNHH MTV Địa vật lý Giếng khoan Dầu khí - PVD LOGGING (Bên B).

Cùng nhau thống nhất xác định khối lượng công việc đã thực hiện như sau:

1. Giếng

Số ngày làm việc thực tế:

- Số ngày nhân công thực hiện công việc:
 - Kỹ sư xử lý tài liệu (2 người): ngày
 - Kỹ sư đứng máy (2 người): ngày
 - Nhân công lấy mẫu : ngày
- Số ngày thiết bị thực hiện công việc:ngày
- Thay ca: lần

Theo hợp đồng số

- Số ngày nhân công thực hiện công việc:
 - Kỹ sư xử lý tài liệu (2 người): ngày
 - Kỹ sư đứng máy (2 người): ngày
 - Nhân công lấy mẫu : ngày
- Số ngày thiết bị thực hiện công việc:4 ngày
- Huy động và Giải tỏa trạm:
..... lần
- Thay ca: lần

Kết quả thực hiện công việc:

.....
.....
.....

Tài liệu đính kèm:

- *Bảng chấm công cho nhân lực*
- *Bảng chấm công cho thiết bị*

Biên bản này được lập thành 02 bản. Bên A giữ 01 bản, Bên B giữ 01 bản.

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B

Giám đốc XN Địa Vật lý

VSP-000-TM-238/BM-10

Contractor Information and Commitment Form

COMPANY:

SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

**CONFIRMATION LETTER ON ELECTRONIC SIGNING METHOD / DIGITAL
SIGNATURE***(For Contractors)***To:** Vietsovpetro Joint Venture

By this letter, [Company Name] (“CONTRACTOR”) provides the following information for the purpose of executing agreements, contracts, and other documents established in the form of data messages (“Electronic Contracts” or “Contracts”) in compliance with applicable laws, ensuring full legal validity of Electronic Contracts with Vietsovpetro Joint Venture.

I. CONTRACTOR / PARTNER INFORMATION

1. Name of entity:
2. Tax Identification Number:
3. Business Registration Certificate:
4. Head office address:
5. Tel: Fax:
6. Official email address:

II. LEGAL REPRESENTATIVE INFORMATION

1. Full name:
2. Position:
3. Legal identification (ID Card/Citizen ID/Passport):
4. No.: Date of issue:/...../.....
5. Place of issue:
6. Email: Phone number:

III. AUTHORIZED SIGNATORY FOR ELECTRONIC/DIGITAL SIGNATURE*(To be completed only if different from the legal representative)*

1. Full name:
2. Position:
3. Department/Division:
4. Work email for receiving notifications/contracts:
5. Phone number:
6. Authorization basis:
 - o No. and date of authorization document:
(Attached with a valid authorization document clearly stating scope of authorization)

IV. ELECTRONIC SIGNING / DIGITAL SIGNATURE METHOD

1. For digital signature (if any):

- Type of digital signature:
 - Public digital signature (USB Token)
 - Remote digital signature (VNPT SmartCA, Viettel-CA, etc.)
- Certification Authority (CA):
- Digital certificate serial number:
- Issue date:/...../..... Expiry date:/...../.....

V. CONTRACTOR / PARTNER COMMITMENTS

We, the CONTRACTOR [Company Name], hereby undertake:

1. Accuracy of information

- All information provided above is true, complete, and lawful at the time of signing this Letter;
- Any changes shall be notified in writing to Vietsovpetro within working days from the date of occurrence and prior to execution of the next Contract;
- In case of failure to notify in a timely manner, all Electronic Contracts executed based on previously provided information shall remain legally valid and binding upon the Contractor.

2. Use and management of electronic signing / digital signature

- The Contractor is responsible for managing and securing accounts, devices, private keys, OTP codes, email, and other authentication means used for signing Electronic Contracts;
- All transactions and Electronic Contracts executed via the above-mentioned accounts/methods shall be deemed to be performed by the Contractor, unless prior written notice has been given to Vietsovpetro regarding loss, disclosure, or unauthorized use, together with a request to suspend usage.

3. Legal validity of electronic/digital signature

- The Contractor agrees that:
 - A valid digital signature (with a valid certificate, not revoked or suspended in accordance with law) of the legal representative or authorized person of the Contractor on Electronic Contracts with Vietsovpetro shall have the same legal validity as a handwritten signature of an authorized representative on paper contracts;
- The Contractor shall not deny the legal validity of Electronic Contracts solely because:
 - The Contract is created, signed, sent, or stored in the form of data messages;
 - The signing is performed via any platform, software, or digital signing system, including Vietsovpetro's eOffice system;
 - There are changes in legal representative, authorized representative, seal, or loss/disclosure/compromise of signing credentials without timely notification.

4. Compliance with laws

- The Contractor undertakes to comply with and maintain compliance with all legal requirements relating to electronic signatures, digital signatures, certification services, and electronic transactions throughout the execution of Contracts with Vietsovpetro.

This Letter is made in the form of a data message/paper document, effective from the date of signing and applicable to all Electronic Contracts between [Contractor Name] and Vietsovpetro until replaced or revoked by another document.

..., date ... month ... year ...

ON BEHALF OF THE CONTRACTOR (LEGAL REPRESENTATIVE)

Part 4. APPENDICES

This Chapter includes:

- 1 - Attachment 01: Scope of supply and Technical's requirements (11 pages)
- 2 - Attachment 02: Technical evaluation criteria (02 pages)

SCOPE OF SUPPLY

No.	Products	Unit	Est's Quantity
A.	Well 2023 / RC-RB1		
1.	Mud Logging Unit	Unit/day	28
2.	Data Engineer (2 person per day)	Person/day	28
3.	Mudlogger (2 person per day)	Person/day	5
4.	Chang shift cost	Times	4
5.	Mobilization/demobilization	Times	1
B.	Well 1011 / MSP-10		
6.	Mud Logging Unit	Unit/day	38
7.	Data Engineer (2 person per day)	Person/day	38
8.	Mudlogger (2 person per day)	Person/day	5
9.	Chang shift cost	Times	6
10.	Mobilization/demobilization	Times	1
C.	Well 1024 / MSP-10		
11.	Mud Logging Unit	Unit/day	36
12.	Data Engineer (2 person per day)	Person/day	36
13.	Mudlogger (2 person per day)	Person/day	5
14.	Chang shift cost	Times	6
15.	Mobilization/demobilization	Times	1

TECHNICAL REQUIREMENTS

MUDLOGGING SERVICE FOR WELLS OF BLOCK 09-1

1. Purpose and Application:

This Mudlogging service is used for 9005/BK-9, 9001-B/BK-9, 9003-B/BK-9, 2023/RC-RB1, 1011/MSP-10, 1024/MSP-10 wells of block 09-1, at the continental shelf of Vietnam.

2. Working Conditions:

2.1 Working environment conditions:

- Relative humidity up to 100%.
- High vibration
- Environmental temperature:
 - For Unit: from 20 to 50°C.
 - For Sensors installed outside the Unit: from 20 to 80°C.
- Working pressure inside the Unit is maintained at the 0.5mbar level (0.49mAtm) higher than the one outside the Unit.

2.2 Physical and chemical characteristics of working environment:

The unit is used offshore in permanent contact with variety of chemicals and exposed to high level of corrosion and oxidation.

3. Equipment's Technical requirements (Mud logging Equipment)

3.1 Logging Unit

A Skid Mounted pressurised logging unit of rugged construction designed to accommodate all equipment necessary to perform geological, engineering monitoring and data acquisition service. There should be adequate working space for CLIENT Representative in addition to space available for the Contractor's personnel to provide the service.

3.1.1 Unit Size and Weight Specification

- Size: maximum 26' x 8' x 8' and
minimum 23' x 8' x 8' skid mounted.
- Weight: maximum 12,900 kgs.

3.1.2 The Unit should have the following features

- 1) Certified by Lloyd's, DNV, ABS...
- 2) Pressurised.
- 3) Double-doored, airlocked with time delay pressure switch to shut down unit in event of pressure loss.
- 4) Fire dampers on all air inlets.
- 5) Escape hatch.
- 6) Hydrocarbon gas detectors with automatic power shut down feature when level exceeds lower limit of explosive level.
- 7) Explosion proof air-conditioners (2).
- 8) Sink, plumbing, fire extinguishers.
- 9) Working area for CLIENT personnel.
- 10) Uninterruptible Power Supply (for at least 20 minutes for power backup).
- 11) Sensors are to be intrinsically safe with explosion proof fittings.
- 12) Has individual breakers on power unit.
- 13) Must have voltage stabiliser to output regulated power to protect sensitive equipment from transient voltage fluctuations.
- 14) Fresh water and sewage piping system.

3.2 Standard Equipment

3.2.1 Gas Detection System

- 1) Total Hydrocarbon Detector: Type GEO Fast FID or equivalent
 - * High accuracy and reliability; compliant with wellsite. Continuously monitors total hydrocarbon gas in the mud (Methane equivalent)
 - Method: Flame Ionization Detector (FID)
 - Measuring range: 100 ppm - 100 % (Methane)
 - Sensitivity: 20 ppm
 - Accuracy: +/- 10 ppm
- 2) Chromatograph Analyses: Type GEO Fast FID or equivalent
 - * High accuracy and reliability; compliant with wellsite. automatically analyses different gas component (C1-nC5) in 45 seconds (maximum).
 - Method: FID
 - Measuring range: 10 ppm - 100 %
 - Sensitivity: 10 ppm
 - Accuracy: +/- 10 ppm
- 3) Cuttings gas analyser.
- 4) Hydrogen Sulphide (H₂S) detector in parallel with the chromatograph that is able to set alarm at 10 ppm.

- 5) Carbon Dioxide (CO₂) detector in parallel with the chromatograph - infrared (0-100% range).

3.2.2 Mud Parameters Monitoring System

Must be able to provide a fully automatic, digital readout / recording mud logging monitoring equipment as follows:

- 1) Pump Stroke/Pressure/Rate counter and S.P.M. meter.
- 2) Pit level indicator.
- 3) Mud weight in/out indicator.
- 4) Pit volume totaliser (PVT).
- 5) Mud temperature in/out indicator.
- 6) Mud flow indicator.

3.2.3 Drilling Parameters Monitoring System

Must be able to provide a fully automatic, digital readout/recording mud logging parameters monitoring system as follows:

- 1) Depth and Rate of Penetration recording system.
- 2) Weight on bit (WOB).
- 3) Rotary speed (RPM).
- 4) Rotary torque (TD Torque).
- 5) Hook load.
- 6) Standpipe and casing pressure.
- 7) Total depth.
- 8) Kelly height.
- 9) Tong Torque

Universal alarm system should be incorporated with monitoring equipment.

3.2.4 Formation Evaluation

Items required:

- 1) Binoculars Microscope (10 x 30).
- 2) Fluoroscope (UV) with detachable source for examining cores.
- 3) Sample drying oven.
- 4) Sample library.
- 5) Grain size chart.
- 6) Colour chart.
- 7) Metal trays.
- 8) Geological hammer.
- 9) Sieves - different sieve sizes for sample preparation.
- 10) Materials for core packing.
- 11) Chemicals, reagents, etc., for formation evaluation including shale density equipment.
- 12) Basic mud test kit (Balance and Funnel).

3.2.5 Support Systems

All necessary supporting equipment /spare parts are required to make sure continuous operations but not limited to the followings:

- 1) Extra monitor with real time drilling parameter screen
- 2) Miscellaneous lab equipment and glassware.
- 3) Stationery (core markers, etc.).

3.3 Repair and Maintenance Service

Contractor shall have adequate facilities, equipment and spare parts to repair, service and maintain Contractor's Equipment in good working order. Machine shop and repair facilities shall be available 24 hours a day including holidays. CLIENT Representative shall have the right to monitor/verify the maintenance of equipment (for major repair and service).

3.4. Personnel's requirements

Contractor shall provide full crew (job's requirements) at its sole cost with highly qualified personnel to perform the Works pursuant to this service. Joint venture Vietnam-Russia shall only pay for any additional call-out Contractor's personnel mentioned below at the rates specified in contracts signed later.

3.4.1 Data Engineers

The onboard crew shall consist of two (2) qualified Data Engineers providing full 24-hour a day services. Each shall work a 12 - hour shift. They must be qualified in geoscientist or in petro-physicist, shall have at least five (5) years experience in mud logging services. Additional Data Engineers shall furnish when requested by CLIENT.

3.4.2 Mudlogger (only required in rig up/rig down)

The onboard crew shall consist of two (2) qualified Mudlogger providing, only required in rig up/rig down. They must have at least five (5) years experience in mud logging services.

3.4.4 Onshore Technical Support Staff

Contractor shall maintain at all times a staff of highly qualified technical personnel available in Vung Tau and/or in Ho Chi Minh City, Vietnam to support all the services provided to CLIENT by Contractor 24hrs/day.

4. Work's requirements

- 4.1. Contractor shall perform Geological and Engineering monitoring and data acquisition for mud logging services which includes, but not limited to the following:

4.1.1 Sampling and Sample Analysis

- 1) To collect samples at intervals as specified by CLIENT and preparing such samples for examination.
- 2) Calculation of drill cuttings lag time.
- 3) A comprehensive lithological and microscopic examination and description of drill cuttings. Abbreviation used should conform to CLIENT Wellsite Manual.
- 4) Hydrocarbon evaluation of drill cuttings and core chips.
- 5) Visual examination of porosity.
- 6) Packing, labelling and dispatching of drill cuttings samples as specified by CLIENT.

4.1.2 Continuous Monitoring, Recording and Graphic Presentation of Drilling Data

- 1) Bit Depth – consequently,
 - a) ROP measurement
 - Instantaneous
 - Specified interval as requested by CLIENT
 - (b) Hook/Kelly/Heave height/position.
- 2) Hook load/weight on bit
- 3) RPM
- 4) Torque (Rotary Torque, TD Torque, Tong Torque)
- 5) Standpipe pressure
- 6) Casing/wellhead pressure
- 7) Pump pressures and strokes
- 8) Pit Volume Totaliser (PVT)

4.1.3 Detection and Determination of Hydrocarbon Shows in Drilling Fluids

- 1) To continuously monitor, record and report the amount and type of gas in the drilling fluid with a Total-Gas Detector with recording chart and gas chromatograph.
- 2) To operate gas chromatograph in connection with a Vacuum Mud Still (VMS) over zones of interest.

4.1.4 Monitoring and Analysis of Drilling Fluids

- 1) To continuously monitor and check all background gas, trip gas and connection gas, etc.
- 2) To provide chloride check (delta chlorides plot).
- 3) To continuously record and report mud density (density in and density out).
- 4) To collect mud samples for gas analysis and hydrocarbon evaluations as requested by CLIENT wellsite geologist.
- 5) To perform resistivity check on mud samples prior to logging run.
- 6) To monitor, record and report the mud pit level
 - 8 pits minimum
 - Extra may be required.

- 7) To monitor, record and report pit volume totaliser.
- 8) To record and report mud weight in and out.
- 9) To record and report mud temperature in and out.
- 10) To record and report mud resistivity in and out.
- 11) To record and report mud flow in and out.

4.1.5 Sampling and Analysis of Gas Samples

Contractor shall perform, record and report as specified by CLIENT Wellsite Geologist the following:

- 1) Gas analysis by chromatograph.
- 2) Analysis of gas samples for CO₂ and H₂S content.
- 3) Packing and labeling of fluid samples for transport (Client's requirements).

4.1.6 Abnormal Pressure Detection Services

Daily preparation and real-time, continuous updating of pore pressure plot. Plots of drill rates, exponent, mud gas, mud temperature in and out, mud weight and shale density are to be recorded as a function of depth.

4.1.7 Pressure Detection Drilling Engineering Package

A pressure detection evaluation and drilling engineering assistance package will be required by CLIENT in addition to the above equipment. The following programmer must be able to monitor record and report the following:

- a) Complete mud hydraulics
- b) Swab and surge
- c) Bit hydraulics optimization
- d) Fast D-exponent
- e) Cost per meter
- f) Well kick analysis
- g) Complete kick analysis
- h) Fracture gradient
- i) Overburden gradient
- j) Cementing programme
- k) Wire line log analysis programme
- l) Other drilling engineering programme

In addition to the above, the following requirements are to be fulfilled:

Parameters are to be monitored using on-line computers in real-time basis with a minimum of 40 parameters on display at one time. The system is to be operational on a time-sharing basis without being interrupted while applications software can be run simultaneously on other workstations (multitasking or multi well capabilities).

4.1.8 Computer System

4. All Computers: Minimum Intel Core 2 Duo, Ram 2 GB, HDD 250GB, DVD-RW, LCD screen 17"/ 19", operating system minimum Win2000, MS Office 2003/ Acrobat, Winzip.

5. Computerized equipment for calculating drilling performance function on a continuous and automatic basis, with display terminal interface.
6. Computerised diskette system in the ASCII format for programme and data recording/storage.

4.1.9 Processing System

System uses latest technology.

4.1.10 Data and Programme Storage

- a. Ability to crossplot any items in the database, displacement plots, multi well correlation plots, composite plots, well-bore trace.
- b. Multitasking capabilities - receive data, calculation, plot, offline calculation, send data, data editing, data monitoring, alarm control, etc., simultaneously using computer (main database).
- c. Pentium Microprocessor guaranteeing a response to interrupt within less than a microsecond; updating the parameters every 0.1 sec.

4.1.11 Output Devices

- a. All parameters are to be displayed continuously and computer plotted using different color pens and should specify real-time as well as lagged parameters complete with any comments related to the operations.
- b. Real-time alpha-numeric printouts of ROP and/or other parameters vs depth, with intervals as specified by CLIENT Wellsite Geologist.

4.1.12 Remote PCs (Workstation)

- a. One LCD video monitor displaying the parameters required on the rig floor (explosion -proof).
- b. One LCD video monitor displaying the parameters required at the rig toolpusher's office and the second one at the MudLab.
- c. One PC workstation displaying the real-time plots or data required to be installed in the CLIENT Companyman's Office.
- d. One PC workstation displaying the real-time plots or data required to be installed in the Client Wellsite Geologist's Office.
- e. Provides real-time data (WITS type) to VSP Transmitter on the rig.

4.1.13 Reports

4.1.13.1 Reports

- a. Log formats are to be customised by CLIENT geologist with versatile display of vertical scales as may be required.
- b. A coloured hard copy of the mud log is any scale as required showing all standard mud logging data. The logs shall be kept up to date, relayed regularly to CLIENT or Drilling Supervisor.
 - a. A soft copy of mud log and drilling parameters in ASCII format maybe required as CLIENT or Drilling Supervisor (at the well site).
- d. The following reports are required daily:
 1. Morning report
 2. Noon report

3. Midnight report
 4. All report: PDF, gas and drilling parameters file in ASCII format.
- These reports to be sent to the following e-mails before 07:00AM every day:

nghiadt.fg@vietsov.com.vn

duongvt.fg@vietsov.com.vn

nguyenvanhien.fg@vietsov.com.vn

trietnh.fg@vietsov.com.vn

- b. Document delivery submit realtime file PDF, ASCII format from the commencement to the completion of the well workover. Submit 02 gas calibration graph (time analysis) prior well workover started.

- The document receiving time: The well workover operation has been completed.

4.1.13.2 The document receiving place:

Data processing Center and Mudlogging department of the Logging and Testing Division, J/V Vietsovpetro.

4.1.14 Other Duties and Responsibilities

- a. Maintenance of Equipment. This includes all calibration of all instruments according to the manufacturer's specification.
- b. Assistance to be given to CLIENT's wellsite geologist especially during coring operations such as:
 - (1) Catching and laying out cores
 - (2) Preserving core samples for special core analysis
 - (3) Labelling and packing of cores
 - (4) Other duties as instructed by wellsite geologist
- c. Assistance to CLIENT drilling personnel at all times.
- d. To provide verified document to CLIENT Representative regarding the status of equipment and personnel movement as requested by CLIENT.

4.1.15 Supply of Consumable

Contractor shall provide necessary consumable to CLIENT while performing the services.

- 4.2 Contractor shall also perform any other related services normally provided by Contractor within Contractor's capabilities which CLIENT may reasonably request.

5. SPECIAL PROVISIONS

5.1 Work Site

Mudlogging unit will be installed on the rig which is going to be leased by Vietsovpetro, at the continental shelf of Vietnam.

5.2 Mobilization Date:

Services at 9005/BK-9, 9001-B/BK-9, 9003-B/BK-9, 2023/RC-RB1, 1011/MSP-10, 1024/MSP-10 wells of block 09-1 be commenced from June 06, 2026 (prognosis, can be adjusted according to the actual situation).

Well	Platform	Date of working
9005	BK9	6-Jun-26
9001B	BK9	27-Jun-26
9003B	BK9	31-Jul-26
2023	RC-RB1	28-Aug-26
1011	MSP10	30-Jul-26
1024	MSP10	1-Oct-26

5.3 Service workload (prognosis):

No	Name of goods, services	Unit
1	Mud Logging Unit	Unit/day
2	Data Engineer	Person/day
3	Mudlogger	Person/day
4	Chang shift cost	Times
5	Mobilization, demobilization	Times

5.4 Transportation and receiving Requirements of equipment for Mudlogging services

Contractor must ensure that all equipment, materials be properly stored and secured for handling at supply base, drilling rig and during transportation. All equipment must come with the proper handling gears and containers/ baskets for offshore operations. 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

5.5 Transportation Requirements of manpower for Mudlogging services

Mobilization and demobilization for human at Vung Tau Airport. Cost of manpower transportation from Vung Tau Airport to drilling rig as well as the cost of rigsite accommodation, food, laundry on the rig ... will be borne by VSP. The shift is done every 28 days (4 weeks) / times / people. They must be at the Vung Tau airport before 6:45 AM for check-in procedures.

6. SAFETY AND ENVIRONMENT REQUIREMENTS

- All sensors either are EEx type or equivalent, certified of compliance with Oil Industry.

- The Logging Unit shall be Certified as per “DET NORSKE VERITAS” (DNV 2-7.1, DNV 2-7.2 for A0 and Zone 1 area) or equivalent.
- Meet all safety requirements for human, and environment applied in the world and Viet Nam.
- Safety certificates and health certificates of contractor employees allow work on offshore drilling rigs
- Convenience for industrial hygiene after using.

**CRITERIA FOR TECHNICAL EVALUATION OF TENDER PROPOSAL
(Technical part)**

Tender for supply: **MUDLOGGING SERVICE FOR WELLS OF BLOCK 09-1 IN
2026**

A. Point giving evaluation of technical parts (see attached table):

Total mark: 100 points, in which

1. Potential technology and experience of contractors:	13	(13%)
2. List of equipment and technical requirements:	75	(75%)
3. Performance possibility for terms of obligations of contract:	12	(12%)

B. Evaluation criteria:

- Proposal appropriately meet all technical specifications provided in the tender invitation or recommend a higher specification than the one in the technical requirement will have maximum mark for that requirement point.
- Proposal which does not sufficiently meet all technical specifications provided in the tender invitation but may still be eligible for further consideration shall be given 10% to 70 % of maximum mark for that requirement point.
- Proposal which totally does not meet with technical specifications provided in the tender invitation shall be given 0 marks.

C. Evaluation procedure:

- Remarks on evaluation shall be processed before giving points;
- Members of technical evaluation committee will work independently: In case the difference of mark given by members to the criterion is higher then 20%, the committee has to discuss before giving final decision. Every committee member has the right to protect his own opinion in writing.
- The final evaluation mark is the average of marks given by all committee members.

D. Prerequisite conditions:

- Mudlogging Unit does not meet full safety certificates for working on drill rig shall be disqualified.
- Mudlogging Unit does not have enough equipment necessary according to item 3.2 of the technical requirements to perform the service shall be disqualified.
- The offer does not ensure the time for performing services shall be disqualified.
- The offer does not have enough personnel to meet the requirements to perform the services shall be disqualified.

E. Tender assessment:

The tender proposals that totally attained at least 90% of the total mark (90 points) shall be passed to further evaluation in prices.