

INVITATION TO BID

Bidding package No:	DVN-DV-1987/26-XL-DA
Title of bidding package:	Provision of detail engineering service and site supervision for modification package
Name of the project:	Khanh My – Dam Doi Field Development Project, Block 46/13, Offshore Vietnam
Issued on:	<u>28/05/2026</u>
Issued including Decision:	<u>393/HST-TTĐV</u>

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BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to bidders

This Chapter provides information to help bidders 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. Bid data sheet

This chapter specifies the contents of Chapter I as applied to each bid package.

Chapter III. 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

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

Part 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Chapter VI. General conditions of the contract

This chapter contains general conditions to be applied in all contracts of different consulting procurements.

Chapter VII. Special conditions of the contract

This chapter includes contract data and special conditions of contract. The Special conditions of contract are intended to detail, supplement but do not replace the General conditions of contract.

Chapter VIII. Contract forms

This chapter contains forms that, once completed, shall become a constituent part of the contract.

Part 4. APPENDICES

This section includes documents attached to the ITB.

ABBREVIATIONS

ITB	Invitation To Bid
BDS	Bid Data Sheet
BP	Bid Proposal
TECHNICAL PROPOSAL	Technical Proposal document
FINANCIAL PROPOSAL	Financial Proposal document
GCC	General Conditions of the Contract
SCC	Special Conditions of the Contract
VND	Vietnamese Dong
USD	US Dollars
EUR	The Euro
VAT	Value Added Tax
CIT	Corporate Income Tax

Part 1. BIDDING PROCEDURES
Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of the bid package	1.1. The Employer/ investor, as specified in the BDS, issues this Invitation To Bid to select the bidder to implement the consulting service procurement under single-stage two-envelope bidding process. 1.2. The name of the bid package and project are specified in the BDS.
2. Explanation of terms	2.1. The Deadline for bid submission is the deadline for submission of 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). 2.4. The System means the Vietnam E-Procurement System at https://muasamcong.mpi.gov.vn
3. Source of funds	The source of funds to be used for the bid package is specified in the 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 the 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 by 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 the 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 the 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-TTDV-226. 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 with 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 or any equivalent proceedings that materially affect its legal capacity, financial capacity, or ability to perform the Contract; d) It must ensure competitiveness in bidding as prescribed in BDS; e) It is not being prohibited from participating in bidding; f) It is not liable to criminal prosecution; g) It is not the state of temporary suspension, termination of participation in National bidding network; h) Its name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.
6. Contents of the Invitation To Bid.	6.1. The Invitation To Bid consists of Part 1, Part 2, Part 3, Part 4 which include all the documents indicated below, and should be read in conjunction with any addenda or clarification issued in accordance with ITB 7 (if any), including the following contents: Part 1. Bidding procedures - Chapter I. Instructions to bidders; - Chapter II. Bid data sheet; - Chapter III. Bid evaluation criteria; - Chapter IV. Bidding forms. Part 2. Technical Requirements - Chapter V. Technical Requirements. Part 3. Conditions of contract and contract forms This Part includes terms, conditions, data and forms that constitute the complete contract. Part 4. Appendices 6.2. Vietsovpetro is not responsible for the accuracy, 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 preparing the Bid Proposal including all information or documentation as required by the Invitation To Bid.
7. Clarification, amendment of Invitation To Bid	7.1. The amendment of the Invitation To Bid shall be made as prescribed in BDS prior to the deadline for bid submission by issuing the written documentation for amendment in 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 the 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, specifying the requested clarification contents without specifying the name of the requesting bidder, and send it to every bidder who has received the ITB from Vietsovpetro. If the clarification leads to amendment ITB, Vietsovpetro shall amend the ITB in accordance with ITB 7.1. 7.3. If necessary Vietsovpetro holds pre-bidding conference to discuss the contents in Invitation To Bid 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 confirming that the bidder 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 that cost under any circumstances. Cost of bidding is 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 accompanied by an English translation. In case of no translation, if necessary, Vietsovpetro may request the bidder to supplement the documents.
10. Documents comprising the bid; format and signing of bid; sealing and	The BP includes the Technical proposal and the Financial proposal: 10.1. The Technical Proposal includes the following components: a) Application For Bidding under the Technical Proposal as prescribed in ITB 11; b) Documents proving the eligibility of the signatory of the Application For

labeling envelopes	Bidding as prescribed in ITB 10.4; c) Joint venture agreement in accordance with Form No. 02 of Chapter IV - Bidding forms (applicable for joint venture Bidders); d) Documentary evidence in accordance with ITB 5 establishing the bidder's eligibility; đ) The Technical Proposal as prescribed in ITB 14. 10.2. The Financial Proposal includes the following components: a) Application For Bidding under the Financial Proposal as prescribed in ITB 11; b) Financial proposal and tables are fully filled in as prescribed in ITB 11 and 12. 10.3. Other contents as prescribed in the BDS. 10.4. Format and signing of the BP: a. The Bidder shall prepare the BP including: 1 original Technical Proposal, 1 original Financial Proposal in accordance with ITB 10 and the number of copies of these documents as prescribed in the BDS. The outer envelope of the documents must clearly state "ORIGINAL TECHNICAL PROPOSAL", "ORIGINAL FINANCIAL PROPOSAL", "COPIES: TECHNICAL PROPOSAL", "COPIES: FINANCIAL PROPOSAL". The bidder wishing to modify or substitute its bids shall prepare 01 original and copies of the modification or substitution in the number specified in the BDS. The outer envelope of the documents must clearly state "ORIGINAL: TECHNICAL PROPOSAL MODIFICATION", "COPIES: TECHNICAL PROPOSAL MODIFICATION", "ORIGINAL: FINANCIAL PROPOSAL MODIFICATION", "COPIES: FINANCIAL PROPOSAL MODIFICATION", "ORIGINAL: TECHNICAL PROPOSAL SUBSTITUTION", "COPIES: TECHNICAL PROPOSAL SUBSTITUTION", "ORIGINAL: FINANCIAL PROPOSAL SUBSTITUTION", "COPIES: FINANCIAL PROPOSAL SUBSTITUTION". Bidders shall mark as "CONFIDENTIAL" information in their BP that is confidential to their business (proprietary information, trade secrets, or sensitive information). b. The bidder shall be responsible for the consistency between the original and the copies of the BP. In the case of inconsistency without resulting in a different ranking of bidders, the bid evaluation will be based on the original. In case there is a difference between the original and the copy but does not change the bidder's ranking order, the original shall be used for evaluation. In case there is a difference between the original and the copy leading to the evaluation result on the original being different from the evaluation result on the copy, changing the bidder's ranking order, the bidder's bid shall be disqualified. c. The original and all copies of the Technical Proposal and the Financial Proposal shall be typed or written in indelible ink and continuously numbered. The Application For Bidding, letter of discounts (if any), addenda, price schedules, and other forms as specified in Chapter IV – Bidding forms shall be signed by the legitimate representative (i.e. the legal representative or a person duly authorized by the legal representative) and stamped (if applicable). In the case of authorization, the bidder shall submit in its bid the power of attorney in accordance with Form No. 03 of Chapter IV - Bidding forms, or a copy of the
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	bidder's charter, a certified branch establishment decision, or other documents establishing the authority of the authorized person. d. In case the bidder is a joint venture, the bid shall be signed by the legal representative of each joint venture member or an authorized representative of the joint venture on behalf of the joint venture under the joint venture agreement. So as to be legally binding on all the members, the joint venture agreement shall be signed by their legal representative. đ. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed on the same page by the person signing the bid. 10.5. Sealing and labeling the outer envelope of the BP: a. The Technical Proposal's envelope includes the original and copies of the Technical Proposal, and it is clearly marked on the outside with "Technical Proposal". The Financial Proposal's envelope includes the original and copies of the Financial Proposal, and it is clearly marked on the outside with "Financial Proposal" clearly marked on the outside. In cases where the Bidder amends or replaces the Technical Proposal or the Financial Proposal, the amended or substituted documents (including the original and copies) must be placed in separate envelopes from the Technical Proposal and Financial Proposal envelopes. The outside of each envelope must be clearly marked with "TECHNICAL PROPOSAL MODIFICATION," "TECHNICAL PROPOSAL SUBSTITUTION", "FINANCIAL PROPOSAL MODIFICATION" or "FINANCIAL PROPOSAL SUBSTITUTION" as appropriate. The envelopes containing the Technical Proposal, Financial Proposal, modifications, or substitutions (if any) shall be sealed as specified by the bidder. b. All inner and outer envelopes shall: - Bear the name and address of the bidder; - Be addressed to Vietsovpetro or employer in accordance with ITB 17.1; - Bear the name of the bid package indicated in ITB 1.2; - Bear a warning "Not to open before the time and date for opening the Technical proposal" for the envelope containing the Technical Proposal and its modification or substitution (if any); "Not to open before the time and date for opening the Financial proposal" on the Financial Part for the envelope containing the Financial Proposal and its modification or substitution (if any). c. The bidder shall be responsible for consequences or disadvantages resulting from its failure to comply with the provisions of the BD, such as misplacement or absence of bid seals during the submission to Vietsovpetro or employer, or failing to mark the envelopes as specified in ITB 10.5. Vietsovpetro or employer assumes no responsibility for the confidentiality of the BP if the bidder fails to comply with the above provisions.
11. Application For Bidding and forms	The bidder shall prepare the Application For Bidding under the Technical Proposal, the Application For Bidding under the Financial Proposal and fill in all the information in corresponding tables, forms as provided in Chapter IV.
12. Bid price and discount	12.1. The bid price means the price stated in the Application For Bidding under the Financial Proposal (excluding any discounts offered), comprising all costs

	associated with the execution of the bid package. In case the bidder proposes a discount, it may be directly stated in the Application For Bidding under the Financial Proposal. If a discount is offered, the Bidder must clearly specify the details and method of the discount for each specific item listed in the Financial Proposal. If the method of the discount is not specified, it will be understood that the discount is applied uniformly at the same rate across all items listed in Financial Proposal. 12.2. The analysis of the remuneration costs for experts shall be carried out in accordance with the provisions outlined in the BDS.
13. Currencies of bid and payment	13.1. The currency of the bid shall be offered in VND/USD. Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in VND/USD. 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. 13.2. The currency of payment for work items shall correspond with the currency of bid for those items. Domestic costs are only paid in VND. 13.3. 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. 13.4. 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.
14. The Technical Proposal	14.1. The Technical Proposal must not include any price information. If the bidder's Technical Proposal contains important financial information, the bidder shall be responsible for any disadvantages arising from the disclosure of such financial information in the Technical Proposal (if applicable). 14.2. The Bidder shall not propose an alternative plan for key personnel. Each key personnel position may only have one expert's resume proposed. For a key personnel position, if the bid document exceeds or falls short of the required number as specified in the Invitation To Bid, it will not meet the technical requirements. 14.3. For time-based contracts, if required in the BP, the bidder must propose the working time of key personnel that is not shorter than the duration specified in the BDS. 14.4. In cases where the bid package has applied expressions of interest request, if there is a change in the bidder's capacity and experience in the period between submitting the BP and participating in the expressions of interest, the bidder must update their capacity and experience accordingly.
15. Validity period of BP	15.1. Validity period of the BP, including the Technical Proposal and the Financial Proposal, shall not be shorter than the period specified in the BDS. Any Technical Proposal or Financial Proposal with a validity period shorter than the specified requirement will not be further considered or evaluated. 15.2. In exceptional circumstances, prior to the expiry of the BP validity,

	Vietsovpetro or employer may request bidders to extend the period of validity of their BPs (including the Technical Proposal and the Financial Proposal). If the bidder does not grant the request, its BP will not be considered further. The bidder granting the request shall not be permitted to modify its BP. The request and the responses shall be made in writing.
16. Deadline for submission the of bids	16.1. The deadline for submission of bids is the time specified in the BDS. 16.2. The Employer may extend the deadline for the submission of bids by amending the ITB. When extending the deadline for submission of bids, all rights and obligations of Vietsovpetro or employer and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
17. Submission, withdrawal, and modification of BP	17.1. Submission of the BP: Bidders must be submitted to Vietsovpetro or employer before the deadline for submission of bids. The BP submitted to Vietsovpetro or employer after the deadline for submission will not be opened, will be deemed invalid, and will be disqualified. Any documents sent by the bidder after the deadline for submission of bids to amend or supplement the submitted BPs are invalid, except for documents sent by the bidder to clarify the BP as required by Vietsovpetro or employer or documents clarifying or supplementing the bidder's eligibility, capacity, and experience as specified in ITB 23.1 and ITB 23.5. 17.2. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by a legal representative, and shall include a copy of the authorization, if applicable, in accordance with ITB 10.3. The corresponding substitution or modification of the bid shall accompany the respective written notice. All notices shall be: a) Prepared and submitted by the bidder to Vietsovpetro or employer as specified in ITB 16 and ITB 17, the respective envelopes shall be clearly marked "TECHNICAL PROPOSAL MODIFICATION" or "FINANCIAL PROPOSAL MODIFICATION" or "TECHNICAL PROPOSAL SUBSTITUTION" or "FINANCIAL PROPOSAL SUBSTITUTION" or "WITHDRAWAL"; b) Received by Vietsovpetro or employer before the deadline for submission of bids as prescribed in ITB 18.1 17.3. BPs requested to be withdrawn as prescribed in ITB 17.2 will be returned unopened to the Bidders. 17.4. No BP may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified.
18. Opening of the TECHNICAL PROPOSAL	18.1. Except for late submission, replacement, withdrawal of the BP, Vietsovpetro or employer shall publicly open and read aloud and clearly the information as specified in Point (b) and (d), ITB 18.5 of all Technical Proposals under BPs received before the deadline for submission of bids. The opening of the Technical Proposal must be conducted publicly at the time and place specified in the ITB in the presence of bidders' designated representatives and relevant entities. The opening of Technical Proposals is independent of the presence or absence of the bidder's representatives. 18.2. First, Vietsovpetro or employer will first open and read aloud and clearly the written notice of withdrawal in the envelopes marked "WITHDRAWAL" and the envelope with the corresponding BP shall not be opened, but returned to the bidder. No BP withdrawal shall be permitted unless the corresponding

	withdrawal notice with valid authorization to request the withdrawal and it is read out at the opening of the Technical Proposal. Otherwise, the withdrawn Technical Proposal will be opened as specified in ITB 18.5. 18.3. Next, envelopes marked “BID PROPOSAL SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Technical Proposal being substituted, and the substituted Technical Proposal shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice with valid authorization to request the substitution and it is read out at the opening of the Technical Proposal. Otherwise, the substituted Technical Proposal will be opened as specified in ITB 18.5. 18.4. Next, envelopes marked “TECHNICAL PROPOSAL MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice with valid authorization to request the modification and it is read out at the opening of Technical Proposal. 18.5. The opening of Technical Proposal is conducted for each Technical Proposal or substituted Technical Proposal (if any) in alphabetical order of the bidder's name and in the following sequence: a) Inspecting the seal; b) Opening the original Technical Proposal, any modifications and substitutions (if any), reading aloud and clearly at least the following information: Name of bidder, validity period of Technical Proposal and other relevant information (if any) that Vietsovpetro or employer deems necessary. Only the Technical Proposals opened and read at the opening of Technical Proposal shall be considered and evaluated further; c) Reading aloud and clearly the number of copies of the Technical Proposal and other related information; d) Representative of Vietsovpetro or employer shall sign for acknowledgment on the original Application For Bidding under the Technical Proposal, power of attorney issued by the legal representative of the bidder (if any); joint venture agreement (if any). Vietsovpetro or employer shall not reject any BP at the opening of Technical Proposal, except for late BPs; đ) Vietsovpetro or employer and bidders participating in the opening of the Technical Proposal must seal the envelopes marked “FINANCIAL PROPOSAL,” “FINANCIAL PROPOSAL MODIFICATION”, and “FINANCIAL PROPOSAL SUBSTITUTION”; the sealing method shall be mutually agreed upon by Vietsovpetro or employer and the Bidders. After sealing, Vietsovpetro or employer is responsible for safeguarding these envelopes according to the confidentiality management procedures until Financial Proposals are opened as specified in ITB 20. 18.6. Vietsovpetro or employer shall prepare a Technical Proposal opening record, indicating the information specified in Point (b) and (c) ITB 18.5. The representatives of Vietsovpetro or employer and bidders who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders.
19. Evaluation of Technical Proposals	19.1. Vietsovpetro or employer shall use the criteria and methodologies listed in the BDS to evaluate the Technical Proposal.

	19.2. Examination and evaluation of the eligibility of the Technical Proposals: a) The examination and evaluation of the eligibility of the BP is specified in Section 1 of Chapter III – Evaluation criteria; b) Bidders having eligible Technical Proposals will have their technically evaluated. 19.3. The technical evaluation: a) The technical evaluation is conducted against the criteria specified in Section 2, Chapter III - Evaluation criteria; b) Bidders that are evaluated as meeting the requirements on the technical part or achieving the highest technical score (based on the technique-based method) will have their Financial Proposals evaluated as specified in Sections 3 and 4 of Chapter III –Evaluation Criteria. 19.4. The list of bidders meeting the technical requirements or achieving the highest technical score (for the technique-based method) shall be approved in writing. Vietsovpetro or employer will notify all participating bidders of the list of bidders meeting the technical requirements or the bidder with the highest technical score (for the technique-based method) and invite qualified bidders to the opening of the Financial Proposal at the established date, time, and place.
20. Opening of Financial Proposals	20.1. The opening of Financial Proposal shall be conducted publicly at the date, time and place specified in the notice of bidders meeting the technical requirements, in the presence of bidders' designated representatives and relevant entities. The opening of the Financial Proposal is independent of the presence or absence of the technically qualified bidder's representatives. 20.2. At the opening of Financial Proposal, Vietsovpetro or employer will make public available the approved list of bidders that meet the technical requirements, and examine the sealing of the outer envelope marked "FINANCIAL PROPOSAL", "FINANCIAL PROPOSAL MODIFICATION", or "FINANCIAL PROPOSAL SUBSTITUTION". 20.3. Vietsovpetro or employer will open and read aloud and clearly the written notice of substitution in the envelope marked "FINANCIAL PROPOSAL SUBSTITUTION"; the Financial Proposal will be exchanged with the corresponding the Financial Proposal being substituted and the substituted Financial Proposal shall not be opened, but returned to the bidder. No Financial Proposal substitution shall be permitted unless the corresponding substitution notice with valid authorization to request the substitution and is read out at the opening of Financial Proposals. Otherwise, the substituted Financial Proposal will be opened as specified in ITB 20.5. 20.4. Next, Vietsovpetro or employer will open and read aloud and clearly the written notice modification in the envelope marked "FINANCIAL PROPOSAL MODIFICATION", and exchange with the corresponding Financial Proposal being modified, and the modified Financial Proposal shall not be opened but returned to the Bidder. No modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification, or the notice modification is not made public during the opening of the Financial Proposal. 20.5. The opening of the Financial Proposal is conducted for each Financial Proposal in alphabetical order of the names of the bidders listed as meeting the technical requirements, and in the following sequence:

	a) Inspecting the seal; b) Opening the original Financial Proposals, any modification and substitution (if any), reading aloud and clearly at least the following information: the bidder's name, the number of originals and copies of the Financial Proposal, the validity period of the Financial Proposal, the bid price stated in the Application For Bidding belongs to the Financial Proposal, the bid price indicated in the summary of cost, any discount amounts (if applicable), the technical score of the Technical Proposal meeting the technical requirements, and other relevant information (if any) that Vietsovpetro or employer deems necessary. Only the Financial Proposals opened and read aloud during the opening of the Financial Proposal will be further considered and evaluated. Only discount information announced during the opening of the Financial Proposal will be further considered and evaluated. c) A representative of Vietsovpetro or employer shall sign each page of the original Financial Proposals to confirm its authenticity. Vietsovpetro or employer shall not exclude any Financial Proposal from the bidders in the technically approved list. 20.6. Vietsovpetro or employer shall prepare a Financial Proposal opening record indicating the information specified in ITB 20.2, ITB 20.3, and ITB 20.4, and Point b ITB 20.5. The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to the bidders that meet the technical requirements and published on the Vietnam National E-Procurement System within 24 hours from the time of Financial Proposal opening.
21. Evaluation of Financial Proposal and ranking	21.1. Evaluation of Financial Proposals will be conducted according to regulations in Section 3, Chapter III; 21.2. After evaluation of bid prices, Vietsovpetro or employer shall submit a ranking of bidders. The first ranked bidder is invited for contract negotiation as specified in ITB 27. In the event that the negotiation is unsuccessful, Vietsovpetro or employer shall report to the Employer for consideration and decision on inviting the next-ranked bidder to enter into contract negotiations. In case only one bidder passes the price evaluation step, there is no need to rank the bidder. The ranking of bidders is specified in the BDS.
22. Confidentiality	22.1. Information relating to the evaluation of BPs and recommendation of contract award shall be kept confidential, shall not be disclosed to bidders, or any other persons not officially concerned with the bidding process, until after Vietsovpetro or employer makes publicly available the bidder selection result. Under no circumstances shall the information contained in one bidder's BP be disclosed to another, except for that being made available in the bid opening record. 22.2. Except for clarifying the BP, comparing documents and negotiating the contract, bidders are not allowed to contact Vietsovpetro or employer from the time of bid opening to the time of public announcement of the contract award, on issues related to their BPs and any matter related to the bid package.
23. Clarification of BPs	23.1. After the bid opening, the bidder is responsible for clarifying its BP at the request of Vietsovpetro or employer, including the eligibility, capacity, experience, tax declaration and payment obligations, and specific personnel documents proposed in its BP. Regarding the eligibility, the clarification

	shall not affect the nature of the bidder participating in the bid. Regarding the validity of the BPs (except for the content of eligibility), technical and Financial Proposals, the clarification shall not affect the nature of submitted BPs or bid prices. 23.2. During the evaluation process, clarification of the BPs between the Bidder and Vietsovpetro or employer shall be done in writing. 23.3. Clarifications of bids shall be exchanged only between Vietsovpetro or employer and the bidder whose BP needs to be clarified. For clarifications that directly affect the evaluation of eligibility, capacity, experience, technical and financial requirements, the bidder fails to respect the time limit for clarification or to respond to the request to Vietsovpetro or employer's satisfaction, Vietsovpetro or employer shall base its evaluation on the BP submitted before the deadline for submission of bids. Vietsovpetro or employer shall give the bidder a reasonable period of time for the bidder to provide its BP clarification. 23.4. In case the ITB requires commitments, principle contracts for equipment rental, warranty and maintenance but these documents are not attached, Vietsovpetro or employer shall request the Bidder to clarify the BP, and supplement documents within a suitable period of time but not less than 03 working days as a basis for the bid evaluation. 23.5. Within the period specified in the BDS, the bidder knowing that the BP it has submitted falls short of documents establishing its eligibility, capacity, and experience may provide such evidence to Vietsovpetro or employer for clarification. Vietsovpetro or employer shall receive, consider and evaluate the bidder's documents clarifying its eligibility, capacity, and experience, which shall be considered as part of the BP. Vietsovpetro or employer shall notify the bidder of its reception of the clarifications by mail, post, fax, or email. 23.6. In case of any inconsistency in the content of the BP or unclear content, Vietsovpetro or employer shall request the Bidder to clarify in compliance with the provisions of ITB 23.1. 23.7. In case of doubt about the authenticity of documents provided by the bidder, the Employer and Vietsovpetro or employer shall verify with organizations and individuals related to the content of the documents.
24. Correction of errors and adjustment of deviations	24.1. Correction of errors means the correction of errors in bid documents, including arithmetic errors and other errors, on the following basis: a) Arithmetic errors include those caused by incorrect addition, subtraction, multiplication, or division calculations when calculating bid prices. In respect of the fixed unit price contract, adjustable unit price contract, time-based contract, cost plus fee contract, performance-based contract, percentage-based contract, if there is a discrepancy between the unit price and the line item total, the unit price shall prevail; if there is a misplacement of the decimal point in the unit price that leads to an abnormal price (10 times, 100 times, 1,000 times), the line item total as quoted shall govern; b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is meaningless; in cases where the amount expressed in words is related to an arithmetic error, the amount in figures after correction (if any) shall prevail subject to Point a and Point b of this Clause;

d) When the amount column is filled in without a corresponding unit price, the unit price shall be determined by dividing that total sum by the quantity; when the unit price is available but the amount column is left blank, the amount shall be determined by multiplying the quantity by the unit price; for a specific item, when both unit price and amount are available but the quantity column is left blank, that quantity shall be determined by dividing the amount by the unit price of that item. When the determined quantity differs from that mentioned in the Invitation To Bid, it shall be regarded as a scope of supply error and be adjusted according to the provisions in Clause 2 of this Article, except for construction packages applying a lump sum contract;

đ) Unit errors: be adjusted according to the requirements of the Invitation To Bid.

24.2. Adjustment of deviations:

a) In the case where the bidder's bid document offers deficient volume compared to that required in the Invitation To Bid, the deficient value shall be added at the respective unit price in the bid document.

b) In the case where the bidder's bid document offers excessive volume compared to that required in the Invitation To Bid, the excessive value shall be subtracted at the respective unit price in the bid document.

c) For a bidder with a letter of discount, the error correction and deviation adjustment shall be based on the bid price without subtracting the value of discounts. The percentage (%) of deficient deviation shall be determined based on comparison with the bid price stated in the Application For Bidding.

d) Unit prices for deficient deviation will be imposed upon the first ranked bidder:

In the case where the bidder's bid document contains any deficient deviation after the deviation adjustment as specified at Point a and b, ITB 24.2, the bidder shall still be ranked first. If such bidder's bid document does not state the unit price for the deficient deviation, the recommended award unit price of such deficient deviation shall be determined in the following order of priority: the lowest unit price of the same among bid documents that pass the technical evaluation, the unit price in the approved estimated price, the unit price forming the bid package's price (in the case where there is no bid package estimate).

đ) After error correction and deviation adjustment and application of unit price(s) to the deficient deviation in accordance with Point a, b, c, d ITB 24.2, Vietsovpetro or employer shall send a written notice of the error correction and deviation adjustment, and application of unit price(s) to such bidder's bid document. The bidder shall be requested to accept the error correction, deviation adjustment, and unit price application in writing within 03 working days from the date of receipt of the notice of Vietsovpetro or employer. Failure to accept the error correction or deviation adjustment, or unit price application shall result in the rejection of the bid unless the error correction or deviation adjustment, or unit price application by Vietsovpetro or employer is inappropriate or inaccurate

24.3. For time-based contracts, in case there is a discrepancy between the Technical Proposal and the Financial Proposal regarding the number of personnel involved in executing the bid package, the number of workdays, quantities in each cost item excluding salaries, and quantities in other input factors proposed in the technical and Financial Proposals, the quantities specified in the Technical Proposal shall serve as the basis for correcting errors and adjusting deviations. The adjustment in this case shall be carried out according

	to the quantities and volumes stated in the Technical Proposal, with the unit prices specified in the Financial Proposal.
25. Preferences in bidder selection	25.1. Principles of preferential treatment in bidder selection: a) If the bidder is entitled to preferential treatment for more than one type of preferences in the financial evaluation, only the most advantageous preference for the bidder will be applied for each respective evaluation content. b) If all bidders are entitled to the same preference or if none of the bidders qualifies for any preference, it is unnecessary to apply preference calculations for comparison and ranking. 25.2. The following entities are eligible for preferences: a) Foreign bidders and domestic bidders coming together under a joint venture agreement in which the domestic bidders take charge of at least 25% of total value of tasks of the package; b) A domestic bidder that submits a bid as an independent bidder or forms a joint venture with other domestic bidders to participate in an international bidding. 25.3. The calculation of preferences shall be conducted during the evaluation of the BPs to compare and rank the Bidders. The method for calculating preferences accordance with ITB 25.2 will be conducted according to the provisions in the BDS. 25.4. In case after evaluation, there are where multiple bidders are ranked equally as the best evaluated bidders, the order of priority will be as follows until the successful bidder is selected: a) Awarding contract to the bidder with a higher technical score or with fewer acceptable technical evaluation criteria in the case of a bid package applying the least-cost method; award contract to the bidder with a lower bid price after error correction, deviation adjustment, minus discount value (if any) in the case of a bid package applying the combined technique and price-based. b) Awarding contract to the bidder whose headquarters is in the locality where the contract is performed; c) Allowing these bidders to re-bid to select the bidder with the lowest bid. Bidders are not allowed to re-bid higher than their bid prices after correcting errors, adjusting deviations, subtracting the discount value (if any). Re-bidding shall be implemented in accordance with the provisions of Regulation No. VSP-000-TTDV-226. 25.5. In case of preferential treatment as stated in ITB 25.2, ITB 25.4, the bidder must attach supporting documents in the BP.
26. Subcontractor	26.1. Subcontractor means an organization or individual that signs a contract with a bidder to participate in performing one or several work items of the bid package. The bidder shall declare the subcontractor and the work items undertaken by the subcontractor according to Form No. 09A, Chapter IV. In case at the time of bidding, the subcontractor has not been identified, the expected work items for the subcontractor must be declared. 26.2. The subcontracting will not affect the bidder's obligations. The bidder is responsible for the quantity, quality, schedule, and other responsibilities related to the work performed by the subcontractor. Subcontractors' capacity and

	experience will not be considered during the bid evaluation. The bidder itself must meet the capacity and experience criteria (regardless of the capacity and experience of the subcontractor). The bidder shall sign contracts with subcontractors in the list of subcontractors stated in the BP or with subcontractors approved by the Employer to participate in performing the bid package. 26.3. The Bidder shall only use subcontractors to perform work with the total value for subcontractors not exceeding the percentage (%) of the Bidder's bid price as prescribed in the BDS. 26.4. The bidders are 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 tasks other than the tasks listed in the Bid Proposal that uses 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". 26.5. The Vietsovpetro or employer shall not permit subcontracting for which subcontractors participate in providing consulting services for the bidder's successful bid, including: preparation, verification of the expression of interest request, BD; appraisal of the expression of interest request, BP; verification of expression of interest request results, bidder selection results; project management consulting, contract management, other consulting services whose work is directly related to the bid package.
27. Contract negotiation	27.1. The contract negotiation shall be based on the following: a) BP evaluation report; b) The BP and other clarification documents (if any) submitted by the Bidder; c) The BP includes the general, special conditions of the contract, and any clarification or amendment documents to the BP (if any). 27.2. Contents of contract negotiation: a) The negotiation includes discussions on the terms of reference, the proposed approach, the special conditions of the contract, and the finalization of the "Description of services" section of the contract, with the condition that it does not significantly alter the original scope of services as outlined in the terms of reference or contract clauses; b) Work plan and personnel allocation; c) Schedule; d) Changes in personnel (if any); đ) Work condition set-up; e) Negotiating the consulting service fees shall be based on alignment with the bid requirements and actual conditions, including the clear identification of taxes the Bidder must pay according to tax laws (if any), the method of tax payment (whether the contractor pays taxes directly or the Employer retains an amount equivalent to the tax value to pay on behalf of the Bidder according to current legal provisions), the value of tax payments, and other related matters concerning tax obligations, which must be specifically outlined in the contract;

	g) Negotiating the issues arising during the bidder selection process (if any) to complete particular contents of the bid package; h) Negotiating other necessary contents. During the negotiation process, the bidder shall not change key personnel, except for cases of extended bid evaluation or force majeure where the initial proposed key personnel cannot perform the contract. In that case, the bidder is entitled to change its personnel, ensuring that the proposed replacement has relevant qualifications or characteristics that are substantially equal to or better than those proposed, and the bidder shall not change the bid price. 27.3. During the contract negotiation, the negotiating parties shall complete the draft contract, special conditions of the contract. 27.4. In the event of unsuccessful contract negotiation, Vietsovpetro or employer shall report to the Employer for consideration and decision on inviting the next ranked bidder to the contract negotiation; in case the contract negotiations with the next ranked bidders are not successful, Vietsovpetro or employer shall report to the employer for consideration and decision on annulling the procurement in accordance with Point a, ITB 29.1. 27.5. In the event that force majeure prevents the bidder and procuring entity from directly negotiating the terms of the contract, Vietsovpetro or employer may conduct the negotiations online.
28. Considerations for contract award	A bidder shall be considered and recommended for contract award if satisfying the following conditions: 28.1. Submitting eligible BP (Technical Proposal and Financial Proposal) in accordance with Section 1, Section 3 Chapter III. 28.2. Having a responsive Technical Proposal in accordance with Section 2, Chapter III. 28.3. Having the lowest bid price for the least-price method; having the highest technical score for the technique-based method; the highest combined score for the combined technique and price-based. 28.4. Having the recommended award price not exceeding the approved estimated package price to be used as the basis for bidder selection approval, as stipulated in the BDS.
29. Bidding cancellation	29.1. Vietsovpetro shall notify the bidding cancellation in following cases: a) All Bid Proposals fail to satisfy the requirements of the Invitation To Bid; b) 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. 29.2. Organizations and individuals other than the selected contractor engages in prohibited actions stipulated Points c, d, e in ITB 29.1, which

	results in the deviation in contractor selection result.
30. Notice of bidder selection results	30.1. Within 05 working days from the date of a decision approving the bidder selection results, Vietsovpetro or employer shall publish on the System the award information, including the following: a) Information about the bid package: - Number of ITB; - Name of bid package; - Estimated package price or approved estimate (if any); - Name of the Employer; - Bidder selection method; - Contract type; b) Information about the successful bidder: - Tax code; - Name of the successful bidder; - Bid price; - Bid price after adjusting for excessive deviation (if any), discount (if any); - Score of the technical part (if any); - Recommended award price; - Time to implement the package; - Contract duration. c) The list of unsuccessful bidders and a brief explanation of the reasons why Vietsovpetro or employer did not select the unsuccessful bidders' BPs. 30.2. In case of request for explanation of specific reasons for the bidder's failure to win the bid, the bidder shall send a request to the employer or meet the employer directly. The employer shall be responsible for responding to the bidder's request within 02 working days from the date of receipt of the bidder's request. 30.3. In the case of annulment specified in Point a, ITB 29.1, the notice of contract award, and the System shall explain the reasons why the bidding process is annulled.
31. Additional procurement options	Before the contract expires, the Employer has the right to negotiate with the contractor to purchase additional quantity of services for the package beyond the quantity specified in Chapter IV, provided that the increase does not exceed the percentage specified in the BDS and complies with the provisions of Regulation No. VSP-000-TTĐV-226. The additional work purchased must be similar to the work stated in the signed contract and should have an established unit price. The additional quantity of services cannot be used to evaluate the contractor's capacity or experience. In the case of a joint venture, the division of responsibility for executing the additional quantities under the additional procurement options shall be imputed to their proportion of work in the signed contract, unless the parties agree otherwise.
32. Notice of acceptance of bid and contract award	32.1. Upon publication of the decision approving the bidder selection result, Vietsovpetro or employer shall send a written notice of acceptance of the BP and contract award to the successful bidder, including the time for finalizing and signing the contract as prescribed in Part 3. The notice of acceptance of the BP and contract award is part of the contract documents. In case the successful bidder fails to finalize, sign the contract within the time limit stated

	in the notice of acceptance of the BP and contract award, the successful bidder will be disqualified. The time limit stated in the notice of acceptance of the BP is calculated from the date Vietsovpetro or employer sends this notice of acceptance to the successful bidder. 32.2. The method for signing contract using electronic signatures (for Vietnamese Bidders) shall be as specified in the BDS.
33. Consideration for contract signing	The contract finalization and signing shall be carried out as follows: 33.1. The contract finalization for signing shall be based on the following: a) The draft contract; b) Details to be finalized in the contract between Vietsovpetro or employer and the successful Bidder; c) Approved contract award; d) The contract negotiation records; đ) The BP's contents and clarification documents provided by the successful Bidder (if any); e) The BD's requirements and any clarifications or amendments to the BDs (if any). 33.2. After receiving the contract award notice, within the period of time specified in the BDS, the parties shall proceed with finalizing and signing the contract. If the Bidder refuses to finalize and sign the contract beyond this timeframe, Vietsovpetro or employer shall report to the Employer for review and may decide to cancel the previous bidder selection result and proceed with contract negotiations with the next-ranked Bidder in accordance with ITB 27. In such cases, the Bidder may be requested by Vietsovpetro or employer to extend the validity of the BP, if necessary. 33.3. If the successful Bidder refuses to finalize and sign the contract without a valid reason, the Employer shall post information regarding the Bidder's violation on the Vietnam National E-Procurement System to provide a basis for Employers and Procuring Entities to assess the Bidder's credibility in future bidding. 33.4. After finalizing the contract, the Employer and the Bidder sign the contract. At the time of contract signing, the BP of the successful bidder remains valid.
34. Handling complaints	34.1. 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. 34.2. In case of petition to Vietsovpetro, the bidder shall send the petition to the address specified in the BDS.
35. Monitoring of bidding	When detecting practices or contents that are not in accordance with the provisions of the bidding law, the bidder shall report to organizations and/or individuals charged with monitoring the bidding process as specified in the BDS.

Chapter II. BID DATA SHEET

ITB 1.1	Name of employer: Joint Venture Vietsovpetro (Vietsovpetro)
ITB 1.2	Bid package: Provision of detail engineering service and site supervision for modification package - DVN-DV-1987/26-XL-DA Project: Khanh My – Dam Doi Field Development Project, Block 46/13, Offshore Vietnam
ITB 3	Source of funds: EPCI contract for Project Khanh My – Dam Doi Field Development Project, Block 46/13, Offshore Vietnam
ITB 5 (c)	The Bidder must submit the following documents with the Technical Proposal: Documents proving that the bidder is not facing bankruptcy or incurring bad debts, not undergoing dissolution process; the financial statement and certified true copies of one of the following documents: - A tax inspection record of the last fiscal year; - An annual tax declaration certified by a tax authority or an electronic annual tax declaration and documents proving fulfillment of tax liability. - Written confirmation of fulfillment of tax liability for the whole year issued by the tax authority; - An audit report.
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; Client PVEP Khanh My <i>[insert full name and address of the Employer, Procuring entity]</i>, except in the case of: (i) The bidder is an affiliate or subsidiary of a state-owned corporation or group whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or group. (ii) The bidder is a parent company, subsidiary, or affiliate of a state-owned corporation or group whose main production and business lines are suitable for products and services under the bid package, and this bid package belongs to its subsidiary or affiliate. - The bidder do not either have a shareholding or equity contribution relationship with consultants or have a shareholding or equity contribution representing more than 20% of equity owned by a third party being an entity or a natural person, specifically as follows: + Consulting on preparation for technical design: ____ <i>[insert full name and address of consultants (if any)]</i>; - 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 Vietsovpetro or employer. - 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 Vietsovpetro or employer.

	- 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 *Only evaluate this content for bidders that are public sector entities"
ITB 5 (h)	Bidders have to register procurement information on the National bidding network: Not applicable - Bidders are to provide confirmation of information registration on the national bidding network system in according to the Circulars issued by Ministry of Planning & Investment for providing provisions on posting information about 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	<i>Amendment of Invitation to Bid shall be made at least 05 working days before the deadline for bid submission.</i>
ITB 7.2	For clarification ITB, bidder must send to Vietsovpetro 05 working days before bid closing date.
ITB 7.3	Pre-bid meeting: No.
ITB 8	Cost of bidding: Not applied.
ITB 10.1 (b)	<i>Provide the legal documents to be submitted by the bidder to prove the eligibility of the authorized person such as a certified true copy of the Company's charter, a Decision on establishment of a branch or Power of attorney.</i>
ITB 10.4 (a)	Number of Bid Proposal(s) submitted: + 01 original + 02 copies + 01 USB containing 1 complete scanned file and native files of Technical Proposal; + 01 original + 02 copies + 01 USB containing 1 complete scanned file and native files of Financial Proposal.
ITB 12.1	Tax policy:

	For Domestic Bidder: Bidding price is included all taxes, fees, charges arisen inside and outside Vietnam. For Foreign Bidder: Bidding price is included all taxes, fees, charges arisen inside and outside Vietnam. Bidders have to clearly state that whether the Foreign Contractor Withholding Tax (FCWT) included in the offered price according to <i>Bidding Form No. 11</i>. If the offered price has not included, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation: FCWT tax rate is: 15.79% for services.
ITB 12.2	Analysis of expert remuneration: Not required <i>In case the bidder is not required to analyze the remuneration for experts, clearly state "Not required".</i> <i>Case If the bidder is required to analyze the remuneration for experts, clearly state "The bidder must analyze the remuneration for experts according to Form No. 13A, Chapter IV"]</i>.
ITB 13.1	Bidding currency: VND, USD. For a specific item of work, the bidder is only allowed to quote in one currency. Conversion currency is: VND. The time to determine the exchange rate is: The bid closing date. Basis for determining exchange rate: selling rate of Vietcombank. Intermediate currency: USD according to Vietcombank's selling rate at The bid closing date. Conversion currency, intermediate currency are used to compare bid prices.
ITB 14.3	<i>If not applicable, clearly state: Not applicable</i> <i>Where applicable, the Employer shall fill in the following: The bidder shall propose that the working hours of key personnel shall not be shorter than ____ [insert number of days per person or month per person]</i>
ITB 15.1	Validity period of the BP: 120 days from 11th June 2026
ITB 16.1	The deadline for submission of bids is: 10:00 11th June, 2026 (Vietnam Time) Or may adjust as stated in Vietnam Procurement System at https://muasamcong.mpi.gov.vn
ITB 17.1	Presentation of information on the envelope: - Bidder's name, address, and phone number: - Two sealed separated Envelops (Technical Proposal and Financial Proposal) - Submission address: Vietsovpetro, 105 Le Loi Street, Vung Tau Ward, HCM City, S.R Vietnam - Package: Provision of detail engineering service and site supervision for modification package - DVN-DV-1987/26-XL-DA - DO NOT OPEN BEFORE.....(Bid closing time)

ITB 18	Bid opening: 10:30 11 th June, 2026 (Vietnam Time) Or may adjust as stated in Vietnam Procurement System at https://muasamcong.mpi.gov.vn
ITB 19.1	The method of evaluating the Technical Proposal is: as Technical Evaluation Criteria attached.
ITB 21.2	Bidder ranked first: The Bid Proposal which is passed the Technical Evaluation and has the lowest bidding price including all taxes, fees, charges (if any) 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), shall be ranked the first.
ITB 23.5	5 (five) days from the deadline for submission of bids <i>[Insert the maximum time the bidder is allowed to send additional documents to Vietsovpetro or employer]</i>
ITB 25.3	Not applicable.
ITB 26.3	Maximum value for subcontractors: 30% bid price of the contractor <i>[depending on the size and nature of the bid package, the Employer insert the percentage]</i> .
ITB 28.4	Bid price as basis for contract award approval: "including contingency costs for risk factors regarding workload and price inflation that may occur during contract performance corresponding to the risk management responsibility assigned to the bidder; in case of simple consulting packages, short contract duration, no arising risks or price inflation, the cost for risk factors and price inflation are calculated as 0 (VND)"
ITB 31	- Additional procurement options: not applicable <i>[write "applicable" or "not applicable" according to the approved bidder selection plan. In case of "applicable", clearly state the proportion of additional purchase quantity but not exceeding 30% of the quantity of the corresponding service item stated in Chapter IV];</i> - Maximum rate for additional procurement options is: ____ <i>[enter percentage]</i> .
ITB 32.2	Bidder shall provide information on electronic signatures (if any) as stipulated in Bidding form No. 17, Chapter IV- Bidding form.
ITB 33.2	The parties shall finalize and sign the contract within 8 (eight) days <i>[specify the number of days in accordance with the notice of acceptance of the BP and contract award]</i> from the date of receipt of the notice of acceptance and contract award.
ITB 34.2	Employer's address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh city, S.R. Vietnam, Tel: (84 254) 3 839 871, Fax: (84 254) 3 839 857
ITB 35	Address of organization, individual in charge of supervision: Mr. Vu Mai Khanh - General Director of Vietsovpetro 105 Le Loi, Vung Tau Ward, Ho Chi Minh city, S.R. Viet Nam Fax: 84-254-3839857 Email: vspadmin@vietsov.com.vn

Chapter III. EVALUATION CRITERIA

Section 1. Examination and evaluation of the eligibility of the Technical Proposal

1.1. Examining the eligibility of the Technical Proposal:

- a) Examining the number of originals and copies of the Technical Proposal;
- b) Examining the components of the original Technical Proposal, including: the Application For Bidding under the Technical Proposal, the joint venture agreement (if any), documents proving eligibility of the signatory (if any), documents proving eligibility, the Technical Proposal, and other components as prescribed in ITB 10;
- c) Examining the consistency in contents of the original and copies for the detailed evaluation of the Technical Proposal.

The examination of the Technical Proposal is not a reason to disqualify the Technical Proposal.

1.2. Evaluating the eligibility of the Technical Proposal:

A bidder's Technical Proposal is considered valid when it fully meets the following requirements:

- a) It includes the original of the Technical Proposal;
- b) It includes the Application For Bidding for the Technical Proposal signed and stamped (if any) by the legal representative of the bidder as required by the ITB; the time of signing the Application For Bidding shall be consistent with the time of starting the bidder selection process. For joint venture, the Application For Bidding must be signed and stamped (if any) by the legal representative of each member of the joint venture or the member assigned to sign the Application For Bidding on behalf of the joint venture according to the division of responsibilities in the joint venture agreement;
- c) The validity period of the Technical Proposal meets the requirements specified in ITB 15.1;
- d) The bidder's name does not appear in two or more Technical Proposals as a prime bidder (either independent bidder or member of a joint venture);
- d) In case of a joint venture, the joint venture agreement must be signed and stamped (if any) by the legal representative of each member of the joint venture, and the joint venture agreement must clearly state the specific work content and the corresponding estimated value that each member of the joint venture will perform. The division of work in the joint venture must be based on the work items stated in the terms of reference and Technical Proposal, it is not allowed to divide the work that does not belong to these items;
- e) The obligation to declare and pay taxes has been fulfilled.

In case the deadline for submission of bids is after the end date of the bidder's fiscal year (year Y) and before or on the last day of the 3rd month from the end date of year Y, the requirement to have fulfilled the tax declaration and payment liabilities applicable to the fiscal year before year Y (year Y-1) (*For example: the deadline for submission of bids is 20 March, 2025, the bidder's fiscal year is 1 January – 31 December, the bidder must prove that has fulfilled the liabilities to declare and pay taxes for 2023*);

The Bidder shall provide documents proving that it has fulfilled its obligations to declare and pay corporate income tax of the fiscal year closest to the deadline for submission of bids. The obligation to fulfilled the tax liabilities is to pay tax with the tax value corresponding to the tax rate, taxable income, and taxable turnover declared by the bidder on the Electronic tax payment services (the amount of tax paid corresponds to the amount of tax payable); in case of tax payment delay, tax exemption, or tax reduction according to State policy, this regulation shall apply. The bidder shall submit the following documents:

- Tax payment declaration (or tax authority's payment notice for household businesses) and

Tax authority's confirmed payment slip printed from the Electronic tax payment services, or

- Tax payment declaration (or tax payment notice from the tax authority for household businesses) and confirmation from the tax authority on tax liabilities fulfillment.

g) Within 03 years prior to the deadline for submission of bids, the bidder has no personnel (signing a labor contract with the bidder at the time the personnel committed the violation) convicted by the Court of violating bidding regulations causing serious consequences according to the provisions of criminal law with the aim of allowing that bidder to be the successful bidder;

h) The bidder ensures eligibility according to the provisions in ITB 5;

i) Having sufficient capacity to operate according to the provisions of specialized laws (if any).

The bidder who submits an eligible BP shall be reviewed and evaluated in the next steps.

Section 2. Criteria for technical evaluation – As per Technical Evaluation attached in Part IV.

2.1. The technical evaluation of each the BP is conducted according to the scoring method, in which the maximum score must be specified for general and detailed criteria; the minimum score must be reached for general and detailed criteria of solutions and methodologies, and key personnel. For criteria on the experience and capacity of the bidder, the nature of the bid package will determine whether or not to specify a minimum score for this general criterion. The evaluation of similar contracts of a joint venture bidder is based on the workload undertaken by each member of the joint venture.

Criteria for technical evaluation include the following contents: – **As per Technical Evaluation attached in Part IV.**

The bidder may propose key personnel from within the contractor's payroll or hire them.

2.2 The development of criteria for technical evaluation must ensure the following requirements:

- The overall score for the content of bidder's experience, capacity, bidder's prestige through bidding participation and contract performance results, solutions and methodologies, personnel, technology transfer requirements (if any) are 100%.

- For evaluation criteria for key personnel: only include evaluation criteria for professional qualifications, capacity, and experience based on the job position of each key personnel stated in Clause 3 of the above Table, without including evaluation criteria for other personnel.

- For bid packages applying the least-price method, the combined technique and price-based method:

+ The minimum required score for the criteria of solutions and methodology, personnel, and technology transfer (if any) must not be lower than 60% of the maximum score of that criterion (not lower than 70% for consulting packages with high and specific technical requirements). A BP that does not meet the minimum required score for one or more of the criteria of solutions and methodology, personnel, and technology transfer (if any) is considered to not meet the technical requirements;

+ The minimum required technical score must not be lower than 70% of the total technical score (80% for consulting packages with high and specific technical requirements). BPs with technical scores not lower than the minimum required score are considered to meet the technical requirements.

- For bid packages applying the technique-based method:

+ The minimum required score for the criteria of solution and methodology, personnel, technology transfer (if any) must not be lower than 70% of the maximum score of that criterion. BPs that do not meet the minimum required score for one or more criteria of solution and methodology, personnel, technology transfer (if any) are considered to not meet the technical requirements;

+ *The minimum required technical score must not be lower than 80% of the total technical score.* BPs with a technical score not lower than the minimum required score is considered to meet the technical requirements.

Section 3. Examination and evaluation of the eligibility of the Financial Proposal

3.1. Examining the eligibility of the Financial Proposal:

- a) Examining the number of originals and copies of the Financial Proposal;
- b) Examining the components of the Financial Proposal, including: the Application For Bidding under the Financial Proposal, summary of cost; schedule remuneration; analysis of expert remuneration (if any) and other components of the Financial Proposal as prescribed in ITB 10;
- c) Examining the consistency in contents of the original and copies for the detailed evaluation of the Financial Proposal.

The examination of the Financial Proposal is not a reason to disqualify the Financial Proposal.

3.2. Evaluating the eligibility of the Financial Proposal:

A bidder's Financial Proposal is considered valid when it fully meets the following requirements:

- a) It includes the original of the Financial Proposal;
 - b) It includes the Application For Bidding for the Financial Proposal signed and stamped (if any) by the legal representative of the bidder as required by the ITB; the time of signing the Application For Bidding shall be consistent with the time of starting the bidder selection process; the bid price stated in the Application For Bidding must be specific, fixed in numbers and words, and the bid price in numbers or words must be consistent and logical with the total bid price stated in the summary of cost, it is not allowed to propose different bid prices or have conditions that are disadvantageous to the Employer or Vietsovpetro or employer. For joint venture, the Application For Bidding must be signed and stamped (if any) by the legal representative of each member of the joint venture or the member assigned to sign the Application For Bidding on behalf of the joint venture according to the division of responsibilities in the joint venture agreement;
 - c) The validity period of the Financial Proposal meets the requirements specified in ITB 15.1;
- The bidder who submits an eligible Financial Proposal shall further evaluated on finance in detail.

Section 4. Criteria for financial evaluation

Depending on the nature and size of each specific bid package, choose one of the following appropriate methods.

4.1 For the least-price method¹ - Use this method

Determining the lowest price:

Step 1. Determining the bid prices;

Step 2. Correcting errors and adjusting deviations (if any);

Step 3. Determining the bid prices after correcting errors, adjusting deviations, subtracting the discount values (if any), converting the bid prices into a common currency (if any);

Step 4. Determine the preferential values (if any);

Step 5. Ranking bidders: The BP with the lowest bid price after error corrections, adjustments, discounts, and preferences (if any) is ranked first.

4.2 For the combined technique and price-based method² - Not applicable

¹ For bidding packages applying the combined technique and price-based method or the technique-based method, this clause shall be omitted.

²For bid packages applying the least-price method or the technique-based method, this clause is omitted.

Step 1. Determining the bid prices;

Step 2. Correcting errors and correcting deviations (if any);

Step 3. Determining the bid prices after correcting errors, adjusting deviations, subtracting the discount values (if any), converting the bid prices into a common currency (if any);

Step 4. Determining the price scores:

The price scores are determined based on bid prices after correcting errors, adjusting deviations, subtracting the discount values (if any) excluding taxes, fees and charges. Specifically, as follows:

$$\text{Price score}_{\text{under consideration}} = \frac{G_{\text{lowest}} \times T}{G_{\text{under consideration}}}$$

Of which:

+ Price score_{under consideration}: The price score of the Financial Proposal under consideration;

+ G_{lowest}: The bid price after correcting errors, adjusting deviations, subtracting the discount value (if any) is the lowest among the bidders that have been evaluated on finance in detail.

+ G_{under consideration}: The bid price after correcting errors, adjusting deviations, subtracting the discount value (if any) of the FINANCIAL PROPOSAL under consideration.

+ T: The maximum technical score.

Step 5: Determining the overall scores:

The overall score is determined by the following formula:

$$\text{Overall score}_{\text{under consideration}} = K \times \text{Technical score}_{\text{under consideration}} + G \times \text{Price score}_{\text{under consideration}}$$

Where:

+ Technical score_{under consideration}: means the score determined at the technical evaluation step;

+ Price score_{under consideration}: means the score determined at the price evaluation step;

+ K: The proportion of technical score in the overall score, accounting for 70% to 80%;

+ G: The proportion of price score in the overall score, accounting for 20% to 30%;

+ K + G = 100%;

Step 6: Determining the preferential values (if any);

Step 7: Ranking bidders: The bidder with the highest overall score after calculating preferences (if any) is ranked first.

CHAPTER IV - BIDDING FORMS

No.	Form
1	Form No. 01. Work items of the package
TECHNICAL PROPOSAL	
2	Form No. 02. Application for bidding - Technical Proposal
3	Form No. 03. Power of Attorney
4	Form No. 04. Joint Venture Agreement
5	Form No. 05. Organizational structure and experience of the bidder
6	Form No. 06. Comments (if any) for improving the content of terms of reference
7	Form No. 07. General solutions and methodology proposed by the bidder to perform consulting services
8	Form No. 08. Curriculum vitae of consultant
9	Form No. 09. Delivery schedule
10	Form No. 10. List of experts participating in consulting service
11	Form No. 11. Scope of work to be performed by subcontractor
FINANCIAL PROPOSAL	
12	Form No. 12. Application for bidding - Financial Proposal
13	Form No. 13. EXPERT REMUNERATION – Not applicable
13A	Form No. 13A. Analysis of expert remuneration – Not applicable
14	Form No. 14. Other costs and expenses for experts – Not applicable
15	Form No. 15. Expenses for work items based on unit price and quantity – Not applicable
16	Form No. 16. Summary of total price proposal
17	Form No.17. ENGINEERING MAN-HOURS (CTR Catalogue)
18	Form No.18 SCHEDULE OF RATES FOR CHANGE ORDER
19	Form No. 19. Bidder's information and commitment (only for Vietnamese bidders)

LIST OF WORK ITEMS**1. Work items based on unit price and quantity, applicable to lump-sum contract**

Form No. 01A

No.	Description of work	Unit of measure	Quantity
(1)	(2)	(3)	(4)
	<i>Reference to the requirements stated in the Terms of Reference</i>		

Note:

- Form No. 01A: In case the bid package includes work items based on unit price and volume, applicable to lump sum contracts;

APPLICATION FOR BIDDING
(TECHNICAL PROPOSAL)

Date: ____

Bid package: ____

To: ____

After carefully studying the ITB, we:

- Bidder's name: ____, Tax code: ____ pledge ourselves to perform ____ ITB number: ____ in accordance with the requirements stated in the ITB.

Technical Proposal is valid for: ____

We hereby declare that:

1. We have full authority to bid, sign the Contract, and use all names, references, licenses, personnel, resources and experience declared in our BP, and there is no unresolved restriction or dispute materially affecting such authority.

2. Neither being in the process of dissolution or revocation of enterprise registration certificate, cooperative registration certificate, cooperative union registration certificate, cooperative group registration certificate nor being subject to any determination of insolvency as regulated by the law on bankruptcy (not being in the process of ceasing operations or revocation of the household).

3. We do not violate regulations on ensuring fair competition in bidding.

4. The tax liabilities were fulfilled with respect to the most recent fiscal year prior to the deadline for submission of bid.

5. Within 03 years prior to the bid submission deadline, the bidder has no personnel (signing a labor contract with the bidder at the time the personnel committed the violation) convicted by the Court of violating bidding regulations causing serious consequences in accordance with the criminal law with the aim of allowing that bidder to win the bid⁽¹⁾.

6. Not being under suspension from bidding pursuant to the Law on Bidding.

7. Not being prosecuted for criminal liability (the household owner is not being prosecuted for criminal liability in case the bidder is a household business).

8. Not proceed any practices of corruption, bribe, collusion, obstruction and other violated provisions of the law on procurement when participating this package.

9. The information declared in the BP is truthful.

10. In case of winning the bid, the BP and clarification, supplemental documents of the BP constitute the agreement of responsibilities between the two parties until the contract is signed.

Legitimate representative of the bidder⁽²⁾

[insert name, title, signature, and stamp]

Note:

(1) Do not require the bidders to submit criminal records of personnel to prove the content of this assessment.

(2) In case the legal representative of the bidder authorizes a subordinate to sign the Application for bidding, a Power of Attorney must be attached according with Form No.03 this Chapter; in case the company charter or other relevant documents assign responsibility to a subordinate to sign the Application for bidding, these documents must be attached (preparation of a Power of Attorney, according to Form No.03 this Chapter, is not required). In case the bidder is a joint venture, it must be signed by the legal representative of each member of the joint venture, except in cases where the joint venture agreement stipulates that the members of the joint venture agree to let the lead member of the joint venture sign the Application for bidding as prescribed as Form No.04 this Chapter. In case each member of the joint venture does authorization, the same shall apply as for an independent bidder.

In case a foreign bidder does not have a stamp, it must provide confirmation from a competent organization that the signature in the Application for bidding and other documents in the BP belongs to the bidder's legal representative.

POWER OF ATTORNEY ⁽¹⁾

Today, on the ____ day of ____ month of ____ year, at ____

I am ____ *[insert complete name, number of identification or passport, title of legal representative of the bidder]*, who is lawful representative of the bidder ____ *[insert name of the bidder]* having address at ____ *[insert address of the bidder]*, do hereby authorize ____ *[insert name, number of identification or passport, title of person who is authorized]* shall implement the following works during participating in the ____ *[insert name of the package]* under the project ____ *[insert name of the project]* organized by ____ *[insert name of Vietsovpetro or employer]*:

[- Sign the Application for bidding belongs to Technical Proposal and Financial Proposal;

- Sign a joint venture agreement (if any);

- Signing all letters, documents for correspondence with Vietsovpetro or employer during the bidding process, including documents explaining and clarifying the BP; documents explaining and clarifying the BP or documents requesting withdrawal of, amendments and substitutions of Technical Proposal and Financial Proposal;

- Participating in the negotiation process and finalization of contract;

- Signing the petition in case the bidder has a petition;

- Signing the contract with the employer if the bid is awarded.] ⁽²⁾

The above authorized person only implements works in scope of authorization on behalf of ____ *[insert name of bidder]*. ____ *[Insert name of legal representative of bidder]* shall bear full responsibilities for items executed by ____ *[insert name of authorized person]* in scope of authorization.

The Power of attorney is effective from ____ to ____ ⁽³⁾. This power of attorney shall be prepared in ____ originals having equal validity, the authorized person shall keep ____ original(s), the authorizing person shall keep ____ original(s) and Vietsovpetro or employer shall keep ____ original(s).

Authorized person**Authorizer**

[Name, title, signature and stamp (if any)]

[Name of the legal representative of the Bidder; title, signature and stamp]

Note:

(1) In case of authorization, the original power of attorney must be sent to Vietsovpetro or employer together with the Application for bidding as prescribed in ITB 10.4. The authorization of the legal representative of the bidder to the deputy, subordinate, branch director, head of the representative office of the bidder to perform one or more of the above-mentioned work contents on behalf of the legal representative of the bidder. The use of the stamp in the case of authorization may be the stamp of the bidder or the stamp of the unit to which the relevant individual is authorized.

(2) The scope of authorization includes one or multiple tasks above.

(3) Enter the effective date and expiration date of the power of attorney in accordance with the bidding process.

CONSORTIUM / JOINT BIDDER AGREEMENT ¹

_____, day ____ month ____ year ____

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

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

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

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

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

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

Article 1. General 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 work ²:

- Signing the application of bidding;

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

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

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

3. The payment method for the Consortium in case of winning the bid and signing a contract with the Investor [PIC insert name Vietsovpetro or others block] is as follows:

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

Article 3. Validity of Consortium Agreement

1. This Consortium Agreement valid from its signing date.
2. This Consortium Agreement shall be determined to be invalid in the following cases:
 - In case the Consortium wins the bid, this Consortium Agreement is an integral part of the contract signed with the Vietsovpetro and shall only be terminated when the parties fulfill their responsibilities and obligations and complete the liquidation of the contract;

- The parties agree to terminate;
- The Consortium does not win the bid;
- Cancellation of bidding package _____ [*Write name of bidding package*] under the project _____ [*Write name project*] as notified by the Vietsovpetro.

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

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER

[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBERS

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

Note:

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

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

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

ORGANIZATIONAL STRUCTURE AND EXPERIENCE OF THE BIDDER

A. Organizational structure of the bidder

[Brief description of the establishment and organization of the bidder (in the event of a joint venture, describe the organization of each member of the joint venture). Describe the number of specialized consultants with whom the bidder signed long-term or indefinite-term labor contracts and specify the years of experience of each consultant].

B. Experience of the bidder

Similar consulting service packages performed by the bidder within the last *[Insert number of years]*¹.

The Bidder shall declare each consulting service similar to the consulting service required in this package that previously performed by the Bidder (as an independent bidder or in a joint venture with another bidder or as a subcontractor) in this table. For each similar job, the consulting bidder shall provide a summary which shall include the names of the key personnel and subcontractors of the bidder those participated, the duration of work implementation, and the contract price (in case the bidder participating in the bid is a member of a joint venture or a subcontractor, clearly specify the workload and the value of performance as a member of a joint venture or subcontractor).

Contract implementation experience of experts in their capacity as individual consultants or as experts for other consulting contractors shall only be counted toward the individual expert's work experience, and shall not be counted toward the contract implementation experience of the bidder submitting the BP.

Duration	Name of work [Brief description of outputs, deliverables]	Name of package, name of project/procurement cost estimate, Employer, working location	Contract value (In case of joint venture, specify the value of the consulting service performed by the bidder)	Role in work [insert bidder, subcontractor, member of joint venture]	Package performance duration [Specify from date... to date...]	Actual package performance duration [Specify from date... to date...] In case of delay, please specify the reason.

The bidder shall attach copies of relevant documents.

¹ Fill in specific number of years based on the nature and requirements of the package (usually 3, 4 or 5 years; for bidders established for less than 3 years, the bidder will still be evaluated without being disqualified).

**COMMENTS (IF ANY) FOR IMPROVING THE CONTENT OF TERMS OF
REFERENCE**

[The bidder shall submit amendments to finalize the terms of reference for the purpose of perform the contract]

Proposed revision to the terms of reference:

- 1.
- 2.
- 3.
- 4.
- 5.

**GENERAL SOLUTIONS AND METHODOLOGY PROPOSED BY THE BIDDER
TO PERFORM CONSULTING SERVICES**

The bidder shall prepare a Technical Proposal (including diagrams) consisting of 3 parts:

- 1. Solution and methodology*
- 2. Work plan*
- 3. Organization and personnel:*

Solution and methodology. *[Describe understanding of the objectives of the work stated in the Terms of Reference, the approach and methodology to be applied to perform the work to achieve the expected outputs and the level of detail of those outputs. For supervision consultancy package, solution and methodology shall include both environmental and social aspects. Bidders are advised not to copy or repeat the Terms of Reference in this section]*

Performance plan. *[Provide a plan for implementing key activities/tasks, content and duration of activities, phased activities and correlation between phases, key time frames (including interim approval steps by the Employer) and expected date for submission of the report. The implementation plan must be consistent with the technical and methodological approach, demonstrate an understanding of the Terms of Reference and the ability to translate the Terms of Reference into a feasible implementation plan. A complete list of documents (including reports) to be submitted should be attached. The implementation plan must be consistent with the Progress Plan]*

Organization and personnel: *[Describe the structure and composition of the expert group, including a list of key personnel, other personnel, and relevant technical and administrative support staff]*

CURRICULUM VITAE OF CONSULTANT

Name of the bidder:

Name and number of the consulting position	<i>[For example: K-1, TEAM LEADER]</i>
Name of consultant:	<i>[Insert full name]</i>
Date of birth:	<i>[[dd]/[mm]/[yyyy]]</i>
Nationality	

Education qualification: [Name college/university or major course attended, name of institution, length of study, type of degree earned]

Professional history suitable for the job: [List the work history in chronological order Table, without listing jobs that are irrelevant to the task being requested]

Duration (from...to...)	Name of agency, institution, position and contact information for reference	Work location	Summary of work done that is relevant to the job being requested

Membership of professional associations, organizations and published works:

Languages (only specify language that can be used during working)

I hereby certify that the above information is accurate, otherwise, I will take responsibility before the law.

_____, [dd]____ [mm] ____ [yyyy] _____

Declarant

[Signature, title and full name]

Note:

- Each consultant in the list stated in Form No. 10 must declare this Form.
- The contractor shall provide copies of the labor contracts; graduation certificates, and professional practice certificates of the above-mentioned consultants attached to the BP.

DELIVERY SCHEDULE

Nº.	Description of work's scope ⁽¹⁾	Month/date the day of the week ⁽²⁾							
		1	2	3	4	5		n	Total
1	<i>[For example: Work item 1:</i>								
	<i>1) Data Collection</i>								
	<i>2) Drafting report</i>								
	<i>3) Preliminary report</i>								
	<i>4) Synthesis of comments</i>								
	<i>5) ...</i>								
	<i>6) Final report]</i>								
2	<i>[Work item 2]</i>								
...									
n									

Note:

- (1) List all work items, in each work item must state the schedule of specific tasks.
- (2) The time period for each specific task is shown in a chart. If necessary, the contractor can make notes and explain the chart.

LIST OF EXPERTS PARTICIPATING IN CONSULTING SERVICE

N°.	Name	Identification number/ID card/citizen identification card/Passport	Position in the package	Mobilization method	Work location	Number of human effort [Select man/month or man/day] ¹			Total number of working months/working days
						Work item 1	Work item 2	... ²	
I	Key personnel³								
1	Nguyen Van A		[according to the proposed position by the contractor]	[The contractor selects one of two options: Contractor's personnel/hired personnel)]	[Company]				
					[Field]				
2					[Company]				
					[Field]				
									
	Number of human effort of key personnel								
II.	Other personnel								
1					[Company]				

Nº.	Name	Identification number/ID card/citizen identification card/Passport	Position in the package	Mobilization method	Work location	Number of human effort [Select man/month or man/day] ¹			Total number of working months/working days
						Work item 1	Work item 2	... ²	
			<i>[Filled by contractor]</i>	<i>The contractor selects one of two options: Contractor's personnel/hired personnel)]</i>	<i>[Field]</i>				
2					<i>[Company]</i>				
					<i>[Field]</i>				
	Number of human effort of other personnel								

Note:

- (1) In case as specified in 14.3 **BDS**, the contractor shall select man/month or man/day in accordance with the regulations in this Section; the contractor shall propose the total number of human effort for key personnel not shorter than the regulations in the 14.3 **BDS**.
- (2) Work items are recorded according to Form No. 09.
- (3) The position and number of key personnel must comply with the requirements specified in Table No. 01, Section 2, Chapter III.

SCOPE OF WORK TO BE PERFORMED BY SUBCONTRACTOR⁽¹⁾

Nº.	Name of the subcontractor⁽²⁾	Scope of work⁽³⁾	Workload⁽⁴⁾	Estimated value %⁽⁵⁾	Contracts or agreements with subcontractor⁽⁶⁾
1					
2					
3					
4					
...					

Note:

(1) In case being required by the ITB on the use of subcontractors, the bidder shall declare according to this Form.

(2) The bidder clearly specifies names of subcontractors. In case names of subcontractors are not determined, this column may be left blank and only the column “Scope of work” is filled. Later on, if the bidder is selected, their mobilized subcontractor for performing declared work shall be approved by the Employer.

(3) The Bidder clearly states the work items to be performed by subcontractors.

(4) The Bidder clearly states the quantities of workload to be performed by subcontractors.

(5) The Bidder clearly states the percentage (%) of value undertaken by the subcontractors compared to the bid price.

(6) The Bidder clearly states the ID number of contracts or agreements, enclosed such documents in the BP.

APPLICATION FOR BIDDING ⁽¹⁾
(FINANCIAL PROPOSAL)

Day: ____

Bid package: ____

Project: ____

To: ____

After studying the Invitation To Bid *[in case of amending the Invitation To Bid, add “and the Invitation To Bid amendment document No. ____ *[write the number of the amendment document]*”]* published by Vietsovpetro or employer on the Vietnam National E-Procurement System, we, ____ *[write the name of the Bidder]* pledge ourselves to perform ____ *[write the name of the bid package]* in accordance with the requirements stated in the Invitation To Bid. Together with the Technical Proposal, we hereby submit this letter with a Financial Proposal with a total amount of ____ *[write the value in numbers, in words and in the bidding currency]* ⁽²⁾ along with the attached summary of cost. ⁽³⁾

The Financial Proposal is valid for a period of ____ ⁽⁴⁾ days, from ____ day, ____ month, ____ year ⁽⁵⁾.

Legal representative of the bidder ⁽⁶⁾

[insert name, title, signature and stamp]

Note:

(1) Bidders should note that the Application for bidding must include complete and accurate information about the name of Vietsovpetro or employer, the bidder, the name of the bid package, and the name of the project.

The Application for bidding must be signed and stamped (if any) by the legal representative of the bidder, the validity period of the BP must meet the requirements of the ITB. The time of signing the Application for bidding shall be consistent with the time of starting the bidder selection process as prescribed in Section 1, Chapter III.

(2) In case the ITB allows quoting in several different currencies, the Bidder must clearly state the value in numbers and words of each currency offered. The bid price stated in the Application for bidding must be specific, fixed in numbers and words and must be consistent with the total bid price stated in the summary of bid price, it is not allowed to propose different bid prices or include conditions that are disadvantageous to the Vietsovpetro or employer.

(3) In case the bidder has a proposal for a discount, he/she must submit a separate letter of discount or write the discount value in the Application for bidding.

(4) Insert the number of effective days as prescribed in BDS 15.1. The effective period of the Financial Proposal is calculated from the deadline for submission of bids to the last effective date as prescribed in the BP. From the deadline for submission of bids to the end of 24 hours of the deadline for submission of bids is counted as 01 day.

(5) Insert the deadline for submission of bids as prescribed in BDS 18.1.

(6) In case the legal representative of the bidder authorizes a subordinate to sign the Application for bidding, a Power of Attorney must be attached according with Form No.03 this Chapter; in case the company charter or other relevant documents assign responsibility to a

subordinate to sign the Application for bidding, these documents must be attached (preparation of a Power of Attorney, according to Form No.03 this Chapter, is not required). In case the bidder is a joint venture, it must be signed by the legal representative of each member of the joint venture, except in cases where the joint venture agreement stipulates that the members of the joint venture agree to let the lead member of the joint venture sign the Application for bidding as prescribed as Form No.04 this Chapter. In case each member of the joint venture does authorization, the same shall apply as for an independent bidder.

In case a foreign bidder does not have a stamp, it must provide confirmation from a competent organization that the signature in the Application for bidding and other documents in the BP belongs to the bidder's legal representative.

EXPERT REMUNERATION (*) - NOT APPLICABLE

No.	Full name (1)	Position in the package (2)	Work location (3)	Remuneration per month-(day) person (4)	Number of month (day) person (5)	Expert remuneration (6) = (4) x (5)	Total (7)
I	Key personnel						
1	[Filling information according to Form No.09]	[Filling information according to Form No.09]	Company	[Filling information according to Form No.13A if the analysis of expert remuneration is required]	[Filling information according to Form No.09]	(a)	(a)+(b)
			Field	Filling information according to Form No.13A if the analysis of expert remuneration is required]	[Filling information according to Form No.09]	(b)	
2			Company				
			Field				
II.	Other personnel						
1	[Filling information according to Form No.09]	[Filling information according to Form No.09]	Company	[Filling information according to Form No.13A if the analysis of expert remuneration is required]	[Filling information according to Form No.09]		

No.	Full name (1)	Position in the package (2)	Work location (3)	Remuneration per month-(day) person (4)	Number of month (day) person (5)	Expert remuneration (6) = (4) x (5)	Total (7)
			Field	[Filling information according to Form No.13A if the analysis of expert remuneration is required]	[Filling information according to Form No.09]		
2			Company				
			Field				
Total							(A)

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

Note:

- (*): This form shall applicable to work under Section 3 Form No. 01C of this Chapter.
- (1), (2), (5): Filling information according to Form No.10.
- (4): In case where the BP do not request for the analysis expert remuneration using Form No.13A, the Bidder shall complete this section. If the analysis of expert remuneration is required by the BP, the Bidder must complete Form No.13A to fill in this column.
- (6) (7): Bidder calculates by itself.

ANALYSIS OF EXPERT REMUNERATION - NOT APPLICABLE

N°.	Full name of expert	Tittle	Work location	Basic salary	Social costs ¹ % of (3)	General management costs ² % of (3)	Total (3)+(4)+(5)	Profit % of (6)	Living away from home allowance	Expert remuneration/month (day) (6)+(7) +(8)
	(1)	(1a)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Nguyen Van A		Company							
			Field							
...			Company							
			Field							

Legitimate representative of the contractor*[insert name, title, signature, and stamp]*

Note: If the contractor is not required to provide a detailed analysis of expert remuneration costs, do not use this Form.

¹ Social costs: including costs such as social insurance, health insurance, unemployment insurance under the responsibility of the Employer in accordance with the applicable laws;

² General management costs: are the contractor's general costs not directly related to the implementation of the package, calculated per person, including costs such as: Headquarter rental costs, electricity, water, communications, research and development, etc.

OTHER COSTS AND EXPENSES FOR EXPERTS - NOT APPLICABLE

Nº.	Description	Unit	Cost/unit (1)	Quantity (2)	Costs (3)
1	<i>[Per diem]</i>	<i>[Day]</i>		<i>[The Bidder calculates based on the total number of field working days of the personnel listed in Form No. 10.]</i>	<i>(1)x(2)</i>
2	<i>[Air flight]</i>	<i>[Number of Flight]</i>			
3	<i>[Communication expenses]</i>				
4	<i>[Equipment, documents, etc.]</i>				
5	<i>[Domestic travel expenses]</i>				
6	<i>[Renting of office, secretary for support]</i>				
7	<i>[Employer's staff training]</i>				
Total expenses					<i>(B)</i>

Legitimate representative of the contractor
[insert name, title, signature, and stamp]

Column (3): Bidder calculates by itself.

**EXPENSES FOR WORK ITEMS BASED ON
UNIT PRICE AND QUANTITY - NOT APPLICABLE**

Nº.	Description of work	Unit of measure	Quantity	Unit price (included VAT)	Total amount (included VAT)
(1)	(2)	(3)	(4)	(5)	(6) = (4) x (5)
I	Work items based on unit price and quantity, applicable to lump sum contracts				(M1)
1					
2					
...					
II	Work items based on unit price and quantity, applicable to fixed unit price contracts				(M2)
	Work item				
1					
2					
...					
Total					M=(M1+M2)

Note:

- Column (1) (2) (3) (4): Filling information according to Form No. 01A and 01B of Form No. 01
- (5) Bidder fills in the unit price, the total price includes all necessary costs to perform the service, including taxes, fees, and charges.
- (6) Bidder self-calculation.

SUMMARY OF TOTAL PRICE PROPOSAL

N o.	Description for work	Unit	Quantities / Manhour	Unit - Price/ Average Manhour Rate	Sub- Total	Remark
I	BASE SCOPE					
1	Project Management, Control and Administration	Lump sum				
2	PM3 CAA South Existing Facilities (existing hosts and BR-A CPP) Modifications and associated	Lump sum				
2. 1	Pre-Engineering Survey and provision of lump-sum detail engineering activities for modification works on the existing hosts.	Lump sum				
2. 2	Site supervision works for installation, hook-up, during Procurement and Construction activities (by others)	Lump sum				
2. 3	Study, analysis, consultancy, and cost estimation for the alternative case.	Lump sum				
3	Start-Up and Performance Testing Assistance and associated	Lump sum				
4	Vendor data control, Vendor data review and Vendor data incorporate	Lump sum				
5	Procurement Support	Lump sum				
6	As-Built & Final Documentation	Lump sum				
7	Follow-on Engineering	Lump sum				
8	Office for Company/Contractor personnel/Software	Lump sum				Number of Company/ Contractor Personnel: 4-6 pax

N o.	Description for work	Unit	Quantities / Manhour	Unit - Price/ Average Manhour Rate	Sub- Total	Remark
						Duration: From effective date to AFC date.
	TOTAL VALUE (In word.....USD/VND)					
II	OPTIONAL SCOPE (Must quote)					
1	Evaluations of the existing subsea pipeline, to which the new KM/DD pipeline is tied in.	Lump sum				Optional scope with fixed price. Must quote

Remarks:

For Foreign bidder: Price shall include all taxes, fees, charges, PIT,...etc, except for Foreign Contractor Withholding tax (FCWT) only. Currency of Quotation: USD.

For Domestic Bidder: Price shall include all taxes, fees, charges, PIT, Subcontractor FCWT; except for Vietnam Value Added Tax (VAT) only. Currency of Quotation: VND.

Legitimate representative of the contractor
[insert name, title, signature, and stamp]

FORM No. 17
ENGINEERING MAN-HOURS (CTR Catalogue)

Bidder shall submit Cost, Time and Resource sheets (CTRs), CTR Manhour Summary and Listing of CTRs in the format similar to Annexes TBF-06.01, TBF-06.02 and TBF-06.03 below for the Work that are logically and practically presented identifying all engineering activities.

Bidder may revise the formats and make use of in-house templates providing the same information as shown.

The estimated manhours shown on the CTR should reflect Bidder's best estimate for carrying out the identified work scope stated on the CTR.

Bidder can decide on the actual number of CTRs to be drafted, subject to the following:

- Categorized by work packs
- Engineering by disciplines
- Engineering and drafting separated
- New facilities and brown-field work separated
- Sufficient number to ensure the full work scope is identified and a good level of control can be implemented and maintained.

Bidder shall provide specific/separate CTRs for the following:

- FEED verification/validation
- Engineering site survey
- Engineering Procurement support

Each CTR shall include, as a minimum:

- A CTR number;
- A Work Pack description;
- Input data requirements;
- Estimate man-hours by discipline and category of personnel;
- Listing of deliverables; and
- Start and finish dates in accordance with required completion dated.

CTR Catalogue submitted herein shall be a primary source of lump-sum price for engineering labour. However, it is also strongly noted that any changed/updated/revised CTR during performance of EPCI in order to complete the Work shall be Bidder's full responsibility and expense.

It is also noted that it is CLIENT's right to choose the reimbursable basis for engineering labour as agreed in such CTRs. The final decision shall be made before Contract signing.

The CTR catalogue as agreed by CLIENT as part of the formal bid evaluation process may become Exhibit of the Contract.

Annex TBF-06.01
Sample CTR Format

CTR: _____	KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT EPCI – Engineering			Contract:	
	COST, TIME & RESOURCES				
Date:	Work Pack:	Engineering / Services		Disciplines:	
Revision:	Start:	Finish:		Duration:	
Title/Description:					
Scope:					
Bidder to Define					
Input Data:					
Bidder to Define					
Deliverables:					
Bidder to Define					
Resource (Classification)	Expat / R. Expat / National	Unit	Quantity	Rate US\$ (*)	Total (US\$) (*)
				Quoted	Quoted
				Quoted	Quoted
Total Labour					
Resource (Non Labour)					
Total Non Labour					
Total CTR					
Contractor:				CLIENT:	

Annex TBF-06.02

CTR Summary Manhour Format

Category / Disciplines									
CTR No.									
XXXXXX									
XXXXXX									
Total Manhours									
Manday equivalent									

Annex TBF-06.03

CTR Listing Format

CTR No.	CTR Title / Description	Manhours			Total Manhours	Total Cost (US\$) (*)
		Expat	R. Expat	National		
CTR No.						
XXXXXX						Quoted
XXXXXX						Quoted
XXXXXX						Quoted
Grand Total						

(*) It is noted that in Technical Proposal, Bidder only provide “quoted” in all boxes related to “rate” and/or “cost” in CTRs.

FORM No. 18
SCHEDULE OF RATES FOR CHANGE ORDER

Change Order, General Terms and Conditions and at the Company's option, Contractor may be reimbursed for Change Order instructed in accordance with this Clause by:

- (a) Mutually agreed lump sum; or
- (b) Rates quoted by the Contractor and agreed by the Company/Client. These rates are as provided in below form and once approved by the Company shall be incorporated into the Contract.

No.	Position/ Title	Personnel Name	Nationality	Hourly Rate (USD) All inclusive except CIT & VAT	Over time Hourly Rate (USD) All inclusive except CIT & VAT

Note: Contractor/ Bidder's proposed personnel for the performance of any work under changes shall be subject to Company's approval prior to execution of the changes.

Mẫu cung cấp thông tin và cam kết của nhà thầu trong nước**CÔNG TY****CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM****Độc lập – Tự do – Hạnh phúc****ĐƠN XÁC NHẬN PHƯƠNG THỨC KÝ ĐIỆN TỬ/CHỮ KÝ SỐ
(Dành cho Nhà thầu đáp ứng đủ điều kiện)****Kính gửi: Liên doanh Việt – Nga Vietsovpetro**

Bằng công văn này, [Tên công ty] (“Nhà thầu”) cung cấp các thông tin sau đây để phục vụ cho việc ký kết các thỏa thuận, hợp đồng và các văn bản khác được thiết lập dưới dạng thông điệp dữ liệu (“Hợp đồng điện tử” hay “Hợp đồng”) phù hợp với quy định của pháp luật, đảm bảo hiệu lực pháp lý đầy đủ cho các Hợp đồng điện tử với Liên doanh Việt – Nga Vietsovpetro.

I. THÔNG TIN NHÀ THẦU/ĐỐI TÁC

1. Tên đơn vị:
2. Mã số thuế:
3. Giấy Chứng nhận đăng ký kinh doanh:
4. Địa chỉ trụ sở chính:
5. Điện thoại: Fax:
6. Email giao dịch chính thức:

II. THÔNG TIN NGƯỜI ĐẠI DIỆN THEO PHÁP LUẬT

1. Họ và tên:
2. Chức danh:
3. Giấy tờ pháp lý (CMND/CCCD/Hộ chiếu):
 - Số: Ngày cấp:/...../.....
 - Nơi cấp:
4. Email: Số điện thoại:

III. THÔNG TIN NGƯỜI TRỰC TIẾP THỰC HIỆN KÝ ĐIỆN TỬ/CHỮ KÝ SỐ*(Chỉ khai nếu khác với người đại diện theo pháp luật)*

1. Họ và tên:
2. Chức danh:
3. Bộ phận/phòng ban:
4. Email công việc dùng để nhận thông báo/hợp đồng:
5. Số điện thoại:
6. Căn cứ ủy quyền:
 - Số, ngày văn bản ủy quyền:

*Kèm theo văn bản ủy quyền có hiệu lực và phạm vi ủy quyền rõ ràng.***IV. PHƯƠNG THỨC KÝ ĐIỆN TỬ/CHỮ KÝ SỐ ĐƯỢC SỬ DỤNG****1. Đối với chữ ký số (nếu có):**

- Loại chữ ký số:
 - ☐ Chữ ký số công cộng (USB Token)
 - ☐ Chữ ký số từ xa (VNPT SmartCA, Viettel-CA, ...)
- Tổ chức cung cấp dịch vụ chứng thực chữ ký số (CA):
- Số sê-ri chứng thư số:

- Ngày cấp:/...../..... Ngày hết hạn:/...../.....

V. CAM KẾT CỦA NHÀ THẦU/ĐỐI TÁC

Chúng tôi, nhà thầu [**Tên Công ty**], xin cam kết:

1. Về tính chính xác thông tin

- Tất cả thông tin nêu trên là đúng, đầy đủ và hợp pháp tại thời điểm ký Đơn này;
- Mọi thay đổi sẽ được Nhà thầu thông báo bằng văn bản cho Vietsovpetro trong thời gian ngày làm việc kể từ ngày phát sinh thay đổi, và trước thời điểm ký kết Hợp đồng kế tiếp.
- Trường hợp Nhà thầu không thông báo kịp thời, mọi Hợp đồng điện tử được ký trên cơ sở thông tin mà Nhà thầu đã cung cấp trước đó vẫn có giá trị pháp lý và ràng buộc Nhà thầu.

2. Về việc sử dụng và quản lý phương thức ký điện tử/chữ ký số

- Nhà thầu tự tổ chức việc quản lý, bảo mật tài khoản, thiết bị, khóa bí mật, mã OTP, email và các phương tiện xác thực khác dùng để ký Hợp đồng điện tử;
- Mọi giao dịch, Hợp đồng điện tử được thực hiện thông qua tài khoản/phương thức ký nêu trên được coi là do Nhà thầu thực hiện, trừ trường hợp trước thời điểm ký kết Hợp đồng Nhà thầu đã thông báo bằng văn bản cho Vietsovpetro về việc tài khoản/phương tiện ký bị mất, lộ, chiếm đoạt và yêu cầu ngừng sử dụng.

3. Về giá trị pháp lý của việc ký điện tử/chữ ký số

- Nhà thầu chấp thuận rằng:
 - Chữ ký số hợp lệ (còn hiệu lực chứng thư số, không bị thu hồi/tạm dừng theo quy định pháp luật) của người đại diện theo pháp luật hoặc người được ủy quyền của Nhà thầu trên Hợp đồng điện tử với Vietsovpetro có giá trị pháp lý như chữ ký tay của người đại diện có thẩm quyền trên hợp đồng giấy;
- Nhà thầu không phủ nhận giá trị pháp lý của Hợp đồng điện tử chỉ vì:
 - Hợp đồng được thể hiện, ký, gửi hoặc lưu trữ dưới dạng thông điệp dữ liệu;
 - Việc ký được thực hiện trên bất kỳ nền tảng, phần mềm, hệ thống ký số nào, trong đó có hệ thống eOffice của Vietsovpetro;
 - Nhà thầu thay đổi người đại diện theo pháp luật, người đại diện theo ủy quyền, con dấu, hoặc tài khoản/phương tiện ký bị mất, lộ, chiếm đoạt nhưng không thông báo kịp thời.

4. Về tuân thủ pháp luật

- Nhà thầu cam kết tuân thủ và duy trì tuân thủ các điều kiện pháp luật về sử dụng chữ ký điện tử/chữ ký số, dịch vụ chứng thực, giao dịch điện tử trong suốt thời gian giao kết và thực hiện Hợp đồng với Vietsovpetro.

Đơn này được lập dưới dạng **thông điệp dữ liệu/văn bản giấy**, có giá trị kể từ ngày ký và được áp dụng cho tất cả các Hợp đồng điện tử giữa [**Tên Nhà thầu**] và Vietsovpetro, cho đến khi có văn bản thay thế hoặc hủy bỏ.

..., ngày ... tháng ... năm ...

ĐẠI DIỆN THEO PHÁP LUẬT CỦA NHÀ THẦU

PART 2. TECHNICAL REQUIREMENTS**Chapter V. Technical Requirements**

(Refers to attachment in Part 4.Appendices)

PART 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

FORM No. 20. Letter of Proposal Acceptance and Contract Award

FORM No. 21. Contract form

LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD

____, [dd] ____ [mm] ____ [yyyy] ____

To: _____ *[insert the name and address of the successful bidder]* (hereinafter referred to as the “Contractor”)

Subject: *Notification of BDB Acceptance and Contract Award*

Pursuant to Decision N° ____ [dd] ____ [mm] ____ [yyyy] ____ of _____ *[insert the Employer’s name]* (hereinafter referred to as the “Employer”) regarding the approval of bidder selection result for the package _____ *[insert name and identification number of the package]*, the Procuring entity _____ *[insert the Procuring entity’s name]* (hereinafter referred to as the “Procuring entity”) hereby notifies that: the Employer has accepted your bid and agreed to award to you a contract for the implementation of the package _____ *[insert name and identification number of the package]* with contract price is _____ *[insert the accepted contract price as stated in the decision on approval of bidder selection result]* and the contract duration of performance is _____ *[insert the contract duration of performance as stated in the decision on approval of bidder selection result]*.

The legitimate representative of the Contractor is requested to finalize and sign the contract with the Employer, the Procuring entity as follows:

- Time for contract finalization: _____ *[insert time for contract finalization]*, at _____ *[insert venue for contract finalization]*;

- Time for contract signing: _____ *[insert time for contract signing]*; at _____ *[insert venue for contract signing]*, draft contract is enclosed.

This letter forms an integral part of the contract documents. Upon receipt of this document, the Contractor shall submit a written acceptance to finalize and sign the contract, which must include a commitment that the Contractor's current capabilities continue to meet the requirements specified in the BD. The Employer will refuse to finalize or sign the contract with the Contractor if it is found out that the Contractor’s current qualifications fail to meet the requirements.

If as of [dd] ____ [mm] ____ [yyyy] ____ the Contractor fails or refuses to finalize or sign the contract, the Contractor will be rejected.

Legitimate representative of the Procuring entity

[insert name, title, signature, and stamp]

FORM No. 21
CONTRACT FORM

(Form 21 attached herewith)

PART 4. APPENDICES

This Chapter includes:

1. TECHNICAL REQUIREMENTS AND OTHER TECHNICAL DOCUMENTS + LINK FOR REFERENCE.
2. TECHNICAL EVALUATION CRITERIA Rev.1



**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**

**TECHNICAL EVALUATION
FOR PROVISION OF DETAIL ENGINEERING SERVICE AND SITE
SUPERVISION FOR MODIFICATION PACKAGE**

Ref No: KDP-BID-S-1000.01

Rev : 1

Date : 22 May 2026

APPROVED FOR BID





**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**
TECHNICAL EVALUATION FOR PROVISION OF DETAIL
ENGINEERING SERVICE AND SITE SUPERVISION FOR
MODIFICATION PACKAGE

REVISION RECORD SHEET

№	Revision №	Content of revision	Date of revision
1	0	Approved for Bid	12 May 2026
2	1	Approved for Bid	22 May 2026



**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**
TECHNICAL EVALUATION FOR PROVISION OF DETAIL
ENGINEERING SERVICE AND SITE SUPERVISION FOR
MODIFICATION PACKAGE

TECHNICAL EVALUATION CRITERIA

Item	Description	Level 1 (Point)	Level 2 (%)	Remarks
1	Scope of Work	5		In comply with Section 4 of Technical Requirement
	Fulfils all Scopes of Works		100%	
	Does not fulfil all Scopes of Works		0%	
2	Study, Analysis, Consultancy, and Cost Estimation for the Alternative Case	5		In comply with Section 4 of Technical Requirement
	Fulfils all Scopes of Works		100%	
	Does not fulfil all Scopes of Works		0%	
3	Sub-Contractor Reputation	5		Bidder to submit Non-Performing Contracts form (GBF-09).
	No record of contract non-performance, penalty, or termination in the last 3 years		100%	
	Minor record of non-compliance or delay; issue was mitigated and satisfactorily resolved		70%	
	Has record of contract termination or serious non-performance		0%	
4	Sub-Contractor Experience and Capability	5		In comply with Section 8 of Technical Requirement. Bidder to submit TBF-01, TBF-02, TBF-03, TBF-06.
	4.1 Sub-Contractor Experience and Capability	3		Bidder to submit TBF-01, TBF-03.
	Fully complies with requirements specified in Technical Requirement		100%	
	Complies with the requirement specified in Technical Requirement, however there are minor concerns but acceptable.		70%	
	Not satisfy Technical Requirement		0%	
	4.2 Manpower and Workload	2		Bidder to submit man-hour histogram and detailed CTR reflecting current secured and projected workload (TBF-02, TBF-06).
	Fully complies with requirements specified in Technical Requirement		100%	
	Complies with the requirement specified in Technical Requirement, however there are minor concerns but acceptable.		70%	



**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**
TECHNICAL EVALUATION FOR PROVISION OF DETAIL
ENGINEERING SERVICE AND SITE SUPERVISION FOR
MODIFICATION PACKAGE

Item	Description	Level 1 (Point)	Level 2 (%)	Remarks
	Not satisfy Technical Requirement		0%	
5	Solution and Methodology (Execution Plan)	30		In comply with Sections 5, 6, 7, and 9 of Technical Requirement. Bidder to submit TBF-04, TBF-05, TBF-08, TBF-09.
	5.1 Technical Requirement Compliance	10		In comply with Section 5 of Technical Requirement.
	Fully complies with requirements specified in Technical Requirement		100%	
	Complies with the requirement specified in Technical Requirement, however there are minor concerns but acceptable.		70% ~ 90%	
	Not satisfy Technical Requirement		0%	
	5.2 Project Schedule	8		In comply with Section 6 of Technical Requirement. Bidder to submit TBF-05.
	Fully complies with requirements specified in Technical Requirement		100%	
	Complies with the requirement specified in Technical Requirement, however there are minor concerns but acceptable.		70% ~ 90%	
	Not satisfy Technical Requirement		0%	
	5.3 Execution Plan and Method Statement	7		Bidder to submit TBF-04
	Fully complies with requirements specified in Technical Requirement		100%	
	Complies with the requirement specified in Technical Requirement, however there are minor concerns but acceptable.		70% ~ 90%	
	Not satisfy Technical Requirement		0%	
	5.4 Quality Management System and HSE	5		Bidder to submit TBF-08 (QMS), TBF-09 (HSE). Subcontractor shall employ 3 rd -party HSE specialist consultant to undertake the HSE studies.
	Fully complies with requirements specified in Technical Requirement		100%	
	Complies with the requirement specified in Technical Requirement, however there are minor concerns but acceptable.		70% ~ 90%	
	Not satisfy Technical Requirement		0%	



**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**
TECHNICAL EVALUATION FOR PROVISION OF DETAIL
ENGINEERING SERVICE AND SITE SUPERVISION FOR
MODIFICATION PACKAGE

Item	Description	Level 1 (Point)	Level 2 (%)	Remarks
6	Key Personnel	50		In comply with Section 8 of Technical Requirement. Bidder to submit TBF-07.
	6.1 Engineering Manager	15		Refer to Section 8 of Technical Requirement – Engineering Manager requirements.
	Fully complies with requirements specified in Technical Requirement		100%	
	Complies with the requirement specified in Technical Requirement, however there are minor concerns but acceptable.		70% ~ 90%	
	Not satisfy Technical Requirement		0%	
	6.2 Lead Discipline Engineers	20		Refer to Section 8 – Lead Discipline Engineer requirements.
	Fully complies with requirements specified in Technical Requirement		100%	
	Complies with the requirement specified in Technical Requirement, however there are minor concerns but acceptable.		70% ~ 90%	
	Not satisfy Technical Requirement		0%	
	6.3 Senior Discipline Engineers	15		Refer to Section 8 of Technical Requirement – Senior Engineer requirements.
	Fully complies with requirements specified in Technical Requirement		100%	
	Complies with the requirement specified in Technical Requirement, however there are minor concerns but acceptable.		70% ~ 90%	
	Not satisfy Technical Requirement		0%	
	CONCLUSION			

EVALUATION CRITERIA

An offer is evaluated as Failed if it falls into one of the following conditions:

- Any individual Level 2 criterion is rated at 0%.
- Total score < 80 points.
- Score for Item 5 (Solution and Methodology) < 21 points (i.e. < 70% of 30 points).
- Score for Item 6 (Key Personnel) < 35 points (i.e. < 70% of 50 points).

An offer is evaluated as Passed if it does not fall into any of the above conditions and the total score is ≥ 80 points.



**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**

**TECHNICAL REQUIREMENTS
FOR PROVISION OF DETAIL ENGINEERING SERVICE AND SITE
SUPERVISION FOR MODIFICATION PACKAGE**

Ref No: KDP-BID-S-1000

Rev : 0

Date : 12 May 2026

APPROVED FOR BID





**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**

TECHNICAL REQUIREMENT FOR PROVISION OF DETAIL ENGINEERING
SERVICE AND SITE SUPERVISION FOR MODIFICATION PACKAGE

REVISION RECORD SHEET

№	Revision №	Content of revision	Date of revision
1	0	Approved for Bid	12 May 2026



**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**

TECHNICAL REQUIREMENT FOR PROVISION OF DETAIL ENGINEERING
SERVICE AND SITE SUPERVISION FOR MODIFICATION PACKAGE

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1. PROJECT OVERVIEW

1.1 INTRODUCTION

PVEP–Khanh My (hereinafter referred to as CLIENT) is developing the Khanh My (KM) field and the Dam Doi (DD) field, located approximately 205 km southwest of Cape Ca Mau in Block 46/13 of the Malay - Tho Chu Basin, S. R. Vietnam, with a water depth of approximately 53 m. The Project's First Gas is expected in Quarter 4 of 2027.

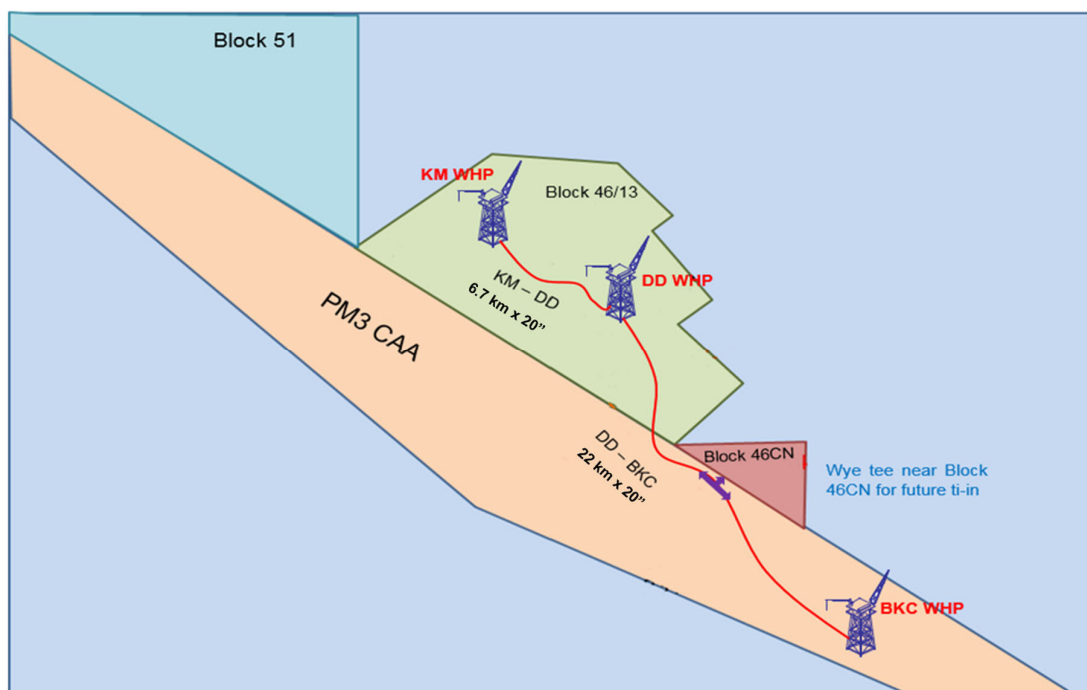


Figure 1: Khanh My – Dam Doi Field Location

1.2 KHANH MY – DAM DOI DEVELOPMENT SCHEME

The development scheme is envisaged to include the following:

- Unmanned wellhead platform KM WHP;
- Unmanned wellhead platform DD WHP;
- Modifications to the existing Hibiscus Malaysia Ltd. (HML) (hereinafter referred to as COMPANY) hosts (i.e., BK-C/BR-A in the original case or BS-A/BR-B/BR-A in the alternative case) at PM3 CAA include a new retrofit 20" riser and clamps, a structural deck extension, topside piping and valves, a pig receiver, an allocation gas metering skid, electrical terminations, and associated miscellaneous work;
- To upgrade the existing Distribution Control System (DCS) at COMPANY's BRA CPP to accommodate KM and DD WHPs for operational monitoring and remote

control. The dedicated Remote-Control Cabinet in the Central Control Room (CCR) at BR-A CPP will provide process control, well testing, monitoring, alarming, shutdown, and startup for the KM and DD WHPs, and integrate the KM and DD WHPs' export pipeline tie-ins with the BK-C or BS-A/BR-B facilities.

- To upgrade the existing Telecom Network System at BR-A CPP and COMPANY office to accommodate the KM and DD-WHPs communication via Digital Microwave Radio (DMR) to support operation monitoring and remote control; and data transmission from HML to PVEP KM facilities;
- 20" × 6.7 km long FWS rigid pipeline from KM WHP to DD WHP;
- 20" × 22 or 25.5 km long FWS rigid pipeline from DD WHP to existing Hosts (BK-C or BS-A/BR-B) at PM3 CAA;
- Subsea piggable wye fitting with one inlet spare for Block 46-CN Development, located at the tie-in point approximately 14 km downstream of DD WHP.

Produced fluids from KM and DD WHPs will be transferred through the existing Hosts in two cases:

- Original case: to BK-C WHCP with riser as shown in Figure 2.
- Alternative case: to BS-A/BR-B WHCP as shown in Figure 3.

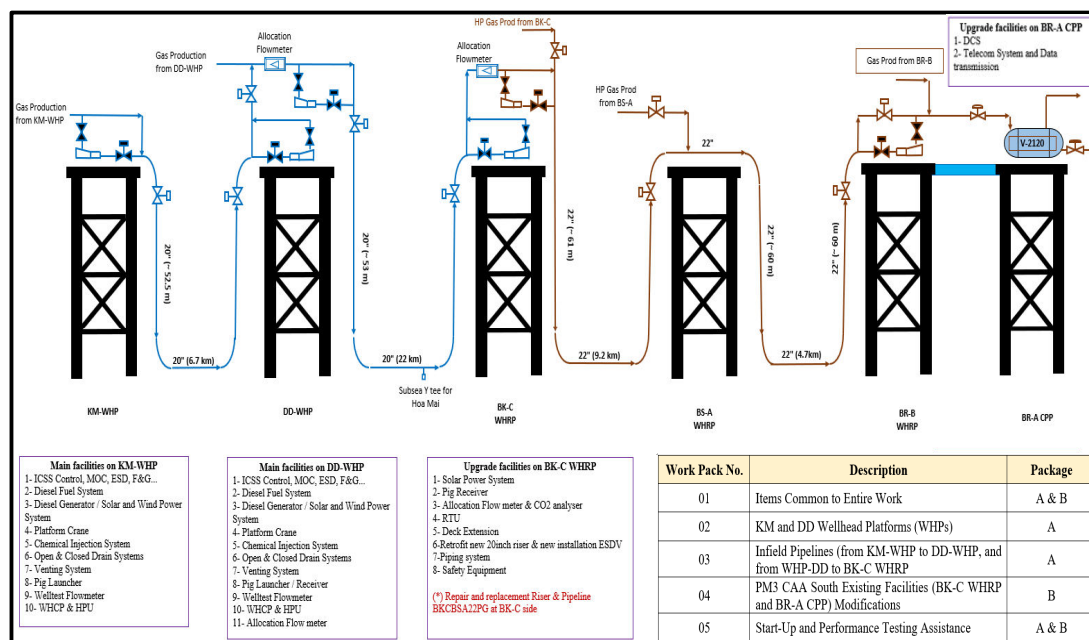


Figure 2: Tie In for Gas FWS Pipeline from KM/DD to BK-C (original case)

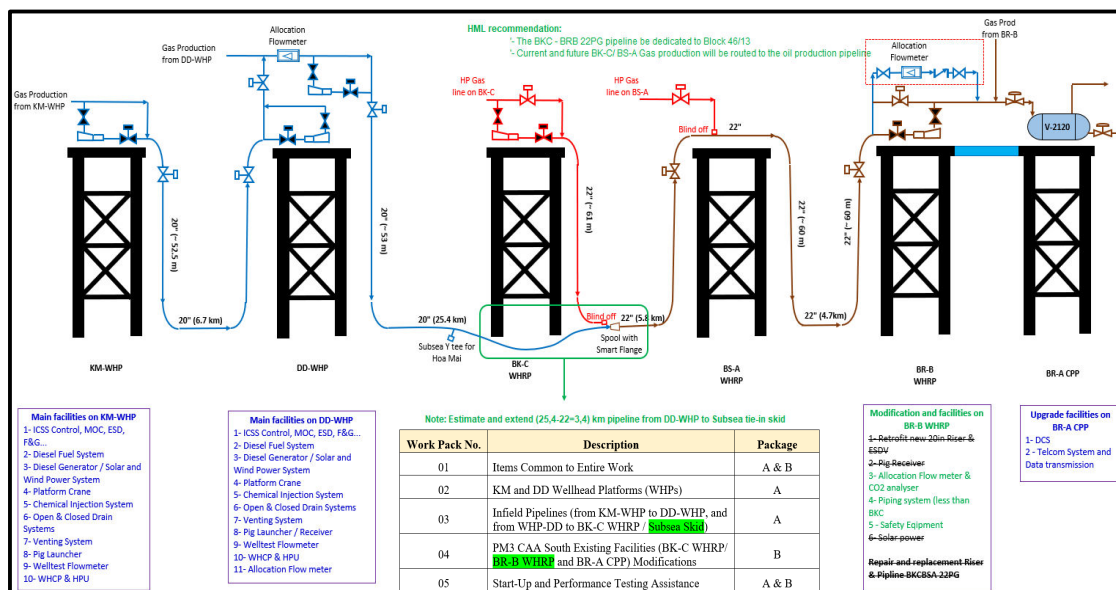


Figure 3: Tie In for Gas FWS Pipeline from KM/DD to BS-A/BR-B (Alternative case)

Note: the selection of the original or alternative case will be finalized later at the CLIENT's instruction.

At the existing host, products from KM and DD will be processed at the PM3 Southern Field Complex, then exported from HML's BR-B WHP to shore via an 18" PM3 - Ca Mau gas export pipeline.

KM and DD WHPs shall be designed as unmanned platforms for the burn-down concept with minimal facilities. The platforms will be remotely monitored and controlled from BR-A CPP at PM3 CAA, as well as from the mainland of Vietnam.

Each new WHP shall have a total of four (04) conductor slots, each designed to accommodate two (02) individual wells.

The facilities are designed for simultaneous drilling and production (SIPROD).

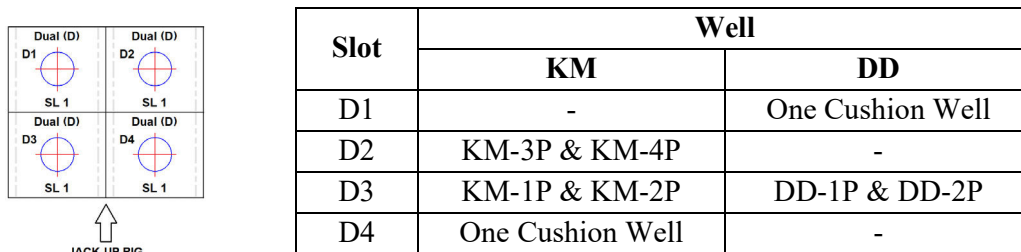


Figure 4: Khanh My and Dam Doi conductor slots

The KM and DD WHP topsides facilities and subsea pipelines will have a 10-year design life, while the platform structures will have a 15-year design life.

2. DEFINITIONS AND ABBREVIATIONS

2.1 DEFINITION OF TERMS

The following terms as used in this document, assume the meaning given below:

COMPANY/ CLIENT Khanh My Petroleum Operating Branch – Petrovietnam
Exploration Production Corporation Limited

(PVEP – KHANH MY)

EPCI CONTRACTOR shall mean Joint Venture Vietsovpetro.

SUBCONTRACTOR shall mean an individual, company, or firm from which firm
BIDDER/Vendor proposals are requested and which is capable of and engaged
in the business of providing Commodities to the oil industry.
BIDDER will be responsible to COMPANY for the delivery
and execution of the entire Scope of Supply as defined in this
document.

WORKS All activities or services to be performed and rendered by
CONTRACTOR or its SUBCONTRACTOR, as expressly set
forth in the CONTRACT, and all of CONTRACTOR's
activities that are reasonably inferable from the description of
the WORKS. This shall include work or services performed
pursuant to any authorization for WORKS or changes, which
may be issued to CONTRACTOR from time to time and shall
become part of the WORKS..

ITB shall consist of the documents included in the Invitation to
Bid, including, but not limited to, the instructions to
BIDDERS; the terms and conditions; and all referenced
documents, attachments, or exhibits.

2.2 ABBREVIATIONS

AHT Anchor Handling Tug

ALARP As Low as Reasonably Practicable

BOD Basis of Design

CA Certification Authority

CAA Civil Aviation Authority

CADD	Computer-Aided Design and Drafting
CALM	Catenary Anchor Leg Mooring
CCR	Central Control Room
CP	Commissioning Package
CPP	Central Processing Platform
CRA	Construction Risk Assessment
CSR	CLIENT Site Representative
DCS	Distribution Control System
DGPS	Differential Global Positioning System
DMR	Digital Microwave Radio
EMDR	Engineering Master Document Register
EMERA	Escape, Muster, Evacuation and Rescue Analysis
EPCI	Engineering, Procurement, Construction, Transportation, Installation, Hook-up and Commissioning
EPS	Early Production System
ERP	Emergency Response Plan
ESD	Emergency Shutdown
FAT	Factory Acceptance Test
FTR	Function Test Report
FWS	Full Well Stream
HAZID	Hazard Identification
HAZOP	Hazard and Operability Study
HHP	High-High Pressure
HIPPS	High Integrity Pressure Protection System
HMB	Heat and Material Balance
HPU	Hydraulic Power Unit
HSE	Health, Safety and Environment

HUC	Hookup and Commissioning
HWU	Hydraulic Work Over Unit
ID	Inside Diameter
IDC	Inter-Discipline Check
IMCA	International Marine Contractors Association
IMP	Interface Management Plan
ITP	Inspection and Test Plan
ITR	Inspection and Test Record
JSA	Job Safety Analysis
LLIs	Long Lead Items
MAE	Major Accident Event
MAH	Major Accident Hazard
MARPOL	International Convention for the Prevention of Pollution from Ships
MCD	Mechanical Completion Date
MWS	Marine Warranty Surveyor
PMT	Project Management Team
PQMP	Project Quality Management Plan
QMP	Quality Management Program
RFQ	Request for Quotation
SIMOPS	Simultaneous Operations
SIPROD	Simultaneous Production and Drilling
SOW	Scope of Work
SSFC	Southern Service Flight Company
T&I	Transportation and Installation
TQM	Total Quality Management
TR	Technical Requisition

VR	Vietnam Register
WBS	Work Breakdown Structure
WHP	Wellhead Platform
WHRP	Wellhead Riser Platform

3. DOCUMENT PURPOSE

This document outlines the Scope of Work, Scope of Supply, and Technical Requirements for the Provision of Detail Engineering Service for the Modification of Package B across project Work Packs as follows

Work Pack No.	Description	Package
01	Items Common to Entire Work	A & B
02	KM and DD Wellhead Platforms (WHPs)	A
03	Infield Pipelines (from KM-WHP to DD-WHP, and from WHP-DD to existing Hosts (BK-C in original case or BS-A/BR-B in alternative case)	A
04	PM3 CAA South Existing Facilities (existing Hosts (original or alternative case) and BR-A CPP Modifications	B
05	Start-Up and Performance Testing Assistance	A & B

✓ Package A:

The EPCI SOW under Package A runs from the new KM-WHP to the new DD-WHP, then to the existing Hosts (BK-C or BS-A/BR-B) pipeline and riser, up to and including the hanger flange at BK-C WHRP, when the tie-in concept at BK-C is applied. This includes the following main installations:

- Unmanned wellhead platform KM-WHP;
- Unmanned wellhead platform DD-WHP;
- 20" × 6.7 km long FWS rigid pipeline from KM-WHP to DD-WHP;
- 20" × 22.0 (or 25.5) km long FWS rigid pipeline from DD-WHP to existing Hosts (BK-C or BS-A/BR-B) at PM3 CAA, complete with a subsea, piggable wye fitting that has one inlet spare for Block 46-CN Development, located at the tie-in point approximately 14 km downstream of DD-WHP.

✓ Package B:

The EPCI SOW under Package B covers the modification and upgrading of WORKS at the existing Hosts (BK-C or BS-A/BR-B) WHRP and BR-A CPP topsides upstream of the hanger flange, as described in Package A, when the tie-in concept at BK-C is applied.

✓ **The scope of demarcation between the Package A and the Package B is:**

Activity	Package A	Package B
Detailed Engineering Design	KM and DD WHPs, including the interconnecting pipelines up to and including the new hanger flange at BR-C WHP, when the original case is applied; or a subsea tie-in to connect the new pipeline to the existing pipeline running to BS-A/BR-B in the alternative case.	Modifications apply upstream of the new hanger flange of BK-C WHP and BR-A CPP in the original case, or to BS-A (if any), BR-B, and BR-A CPP in the alternative case.

4. SCOPE OF WORK/SUPPLY

4.1 GENERAL

SUBCONTRACTOR shall perform lump-sum detailed engineering activities for the Modification Works of Package B, including, but not limited to, site survey, all structural, architectural, process, utilities, piping, electrical, mechanical, instrumentation, telecommunications, and safety design activities, associated interconnections, and all site supervisions required to provide a complete, safe, and operational Project Object in accordance with the CONTRACT.

SUBCONTRACTOR shall prepare and complete all studies, specifications, calculations, data sheets, engineering drawings, bills of materials, and any other work necessary to support the design, procurement, construction, transportation, installation, inspection, testing, commissioning, and transition to operations of the Project Object. All designs, calculations, drawings, specifications, data sheets, and other documents prepared by SUBCONTRACTOR shall comply with the requirements of this CONTRACT.

The Work Packs, Project Object, and associated activities as shown below:

Work Park No.	Description / Project Object	Main Responsible (*)		Remark
		EPCI CONTRACTOR	SUB-CONTRACTOR	
01	Items Common to the Entire Work	X	R	
02	KM and DD Wellhead Platforms (WHPs)	X	R	
03	Infield Pipelines (from KM-WHP to DD-WHP, and from WHP-DD to BK-C (original case) or BS-A/BR-B (alternative case) and associated	X	R	

04	PM3 CAA South Existing Facilities (existing hosts and BR-A CPP) Modifications and associated			
4.1	Pre-Engineering Survey and provision of lump-sum detail engineering activities for modification works on the existing hosts.		X	The selected case (Original or alternative) will be confirmed later.
4.2	Site supervision works for installation, hook-up, during Procurement and Construction activities (by others)		X	
4.3	Study, analysis, consultancy, and cost estimation for the alternative case.		X	The cost estimate, along with supporting documents, must be submitted with the Bid Proposal for review.
4.4	Evaluations of the existing subsea pipeline, to which the new KM/DD pipeline is tied in.		X	Optional scope with fixed price.
05	Start-Up and Performance Testing Assistance and associated			
5.1	- For completed project	X	R	Relevant to its scope of services
5.2	- For modification package B	R	X	Relevant to its scope of services

Notes:

1. X: Main responsibilities
2. R: Responsible for specific scopes and activities as Sub-contractor, where Sub-contractor's scope of works, service, and interfaces are required in "Appendix 1.1 – Scope of Work for Modification".
3. The Sub-CONTRACTOR for Package B is responsible for reviewing and identifying interface works in "Appendix 1.1 – Scope of Modification" that may affect his scope, schedule, etc., and for collaborating to resolve them.
4. The SUB-CONTRACTOR is to note that the Scope of Modification presented in Appendix 1.1 is being developed for the original case, but it also applies to the modification of the alternative case.

Detailed engineering shall include all activities, and any necessary rework of detailed designs shall be at SUBCONTRACTOR's sole cost and sole responsibility.

Compliance with the scope of work:

All exceptions and nonconformities shall be recorded in one place (exception form). For any scope of work, if the Subcontractor doesn't have a special exception in the exception list, the Subcontractor shall be fully responsible for that scope of work. The

Subcontractor's execution plan CTRs shall not serve as a basis for the Subcontractor to raise future cost or schedule impacts.

All clarifications; the exception shall be incorporated into the final Scope of Work. The Subcontractor PEP and CTRs shall not be considered part of the Contract.

EMDR for Modification Package: SUBCONTRACTOR shall review, validate, prepare, and develop the Detailed Engineering deliverables in accordance with the ITB, Modification SOW, and PROJECT requirements. SUBCONTRACTOR may refer to Appendix #1 - FEED DELIVERABLES LIST (refer to the latest Approved FEED Package) as a basis and reference for its EMDR development.

The EMDR shall be developed by SUBCONTRACTOR and must obtain CONTRACTOR/CLIENT's approval before the execution of the WORKS. CONTRACTOR's right to add technically reasonable documents to EMDR without any Cost Impact, Schedule Impact.

4.2 WORK SUMMARY

SUBCONTRACTOR shall be responsible for and perform all the works as stated in the attached Responsibilities Matrix, Appendix, and the Client's ITB documents.

Each item in the Matrix related to SUBCONTRACTOR's scope of work must comply with and fulfill the requirements described and requested in the following Client's ITB documents:

Appendix 1.1: Scope of Work for Modification

Appendix 1.2: The Client's ITB documents

No	Description	Form/ Reference
I	PART I - ITB INSTRUCTIONS	
1	INSTRUCTIONS TO BIDDERS	ATTACHMENT #1
2	BIDDING FORMS	ATTACHMENT #2
2.1	General Bidding Forms	
	ITB Acknowledgement Letter	GBF-01
	Proposal Letter Form (Un-priced)	GBF-2.1
	Power of Attorney Form	GBF-03
	Consortium Agreement Form [Not Applicable]	GBF-04
	Bid Bond Form	GBF-05

Confidentiality Statement	GBF-06
BIDDER's Company Information	GBF-07
Financial Capability	GBF-08
Non-Performing Contracts	GBF-09

2.2 Technical Bidding Forms

Experiences and References	TBF-01
Current, Booked and Projected Work Commitments	TBF-02
Equipment, Facilities, Tools, and Resources	TBF-03
Execution Plan and Method Statement	TBF-04
Project Schedule	TBF-05
Engineering Man-hours (CTR Catalogue)	TBF-06
Organization Chart and Personnel	TBF-07
Quality Management System	TBF-08
HSE Management	TBF-09
Subcontractors and Suppliers	TBF-10
Alternative Proposals and Other Information	TBF-11
Exceptions and Qualifications	TBF-12
Un-Priced Commercial	TBF-13
Exceptions to Contractual Terms and Conditions	TBF-14

2.4 Clarification Bidding Form

Instructions to Bidders (ITB) clarification	ICF-01
Technical bid clarifications	TCF-02
General bid clarifications	GCF-03
Un-priced commercial bid clarification	UCBF-04
Contractual terms and conditions clarifications	CCF-05

II PART II – CONTRACT DOCUMENT

Contractual Terms and Conditions	EXHIBIT #1
Scope of Work	EXHIBIT #2
Compensation	EXHIBIT #3
Administration and General Requirements	EXHIBIT #4
HSE and Quality Assurance	EXHIBIT #5
Client's Furnished Materials	EXHIBIT #6
Client's Supplied Data	EXHIBIT #7
Contract Schedule	EXHIBIT #8
Project Execution Plan	EXHIBIT #9
Contractor's Organization Chart and Personnel	EXHIBIT #10
Contractor's Equipment, Facilities and Materials	EXHIBIT #11
Changes	EXHIBIT #12
Contract Standard Forms	EXHIBIT #13
Customs Duties	EXHIBIT #14
Proposed Sub-Contractors	EXHIBIT #15

Appendix 1.3: The Client Bid Bulletin, Bid Clarification

5. TECHNICAL REQUIREMENT

SUBCONTRACTOR is requested to complete SUBCONTRACTOR's scope of work in compliance with Project Requirements, Project Specifications, Guidelines, Regulations, Rules, Codes, and Standards.

All the works performed by SUBCONTRACTOR shall comply with the requirements described in the following documents and any other documents or requirements that the Client provides via Bid Bulletin or Contract Negotiation:

Appendix 1.1: Scope of Work for Modification

Appendix 1.2: The Client's ITB documents

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	Experiences and References	TBF-01
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	Equipment, Facilities, Tools, and Resources	TBF-03
	Execution Plan and Method Statement	TBF-04
	Project Schedule	TBF-05
	Engineering Man-hours (CTR Catalog)	TBF-06
	Organization Chart and Personnel	TBF-07
	Quality Management System	TBF-08
	HSE Management	TBF-09
	Subcontractors and Suppliers	TBF-10
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Changes	EXHIBIT #12
Contract Standard Forms	EXHIBIT #13
Customs Duties	EXHIBIT #14
Proposed Sub-Contractors	EXHIBIT #15

Appendix 1.3: The Client Bid Bulletin, Bid Clarification

SUBCONTRACTOR to access the following link to download the relevant document:

<https://drive.google.com/drive/folders/1oN0UOIghndz3kJOu75TbPbGTmwIFScH>

6. SCHEDULE

SUBCONTRACTOR shall prepare all plans and schedules required for the detailed planning and management of the Work to meet the EPCI Contract Schedule and Procurement Plan. SUBCONTRACTOR's proposal schedule must clearly identify all project-critical milestones as follows:

- Site survey and Site Survey Report;
- EMDR and schedule a challenge meeting;
- Third-party studies such as HAZID, HAZOP, SIL, QRA, FERA, ESSA, EERA, ALARP Workshops;
- SIMOP package;
- Each of the Third-Party Study Workshop and Safety Study, as specified in the CLIENT's ITB/ Appendix 1.1: Scope of Work for Modification;
- TRs/MRs for procurements of each package;
- AFC documents

SUBCONTRACTOR to advance the design and development of critical specifications, datasheets, and associated requisition packages to allow the purchase of selected long lead equipment immediately following the Contract Effective Date.

The Tentative Key Milestone of the Project is as follows:

Milestone	Key Milestone Activity Description	Tentative Date
KM-01	Contract Effective Date	Mar-2026
KM-02	Commencement of Detailed Engineering	Mar-2026
KM-03	First Cut for KM & DD Jackets	Jun-2026
KM-04	First Cut for KM & DD Topsides	Jun-2026
KM-05	Complete 1st offshore modification campaign at BK-C or BS-A/BR-B WHRP and BR-A CPP	Aug-2026
KM-06	Jackets Ready for Load-out	Apr-2027

**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**

TECHNICAL REQUIREMENT FOR PROVISION OF DETAIL ENGINEERING
SERVICE AND SITE SUPERVISION FOR MODIFICATION PACKAGE

Milestone	Key Milestone Activity Description	Tentative Date
KM-07	Topsides Ready for Load-out	May-2027
KM-08	Complete Installation of DD - WHP Jacket	May-2027
KM-09	Complete Installation of KM - WHP Jacket	Jun-2027
KM-10	Complete Installation of DD - WHP Topside	End of Jun-2027
KM-11	Complete Installation of KM - WHP Topside	Jul-2027
KM-12	Riser and Riser support offshore installation completion at BK-C WHRP	Aug-2027
KM-13	Offshore installation completion and testing of the Rigid Pipeline	Aug-2027
KM-14	2nd offshore modification campaign (incl. modification HUC) Completion at BK-C or BS-A/BR-B WHRP & BR-A CPP	Aug-2027
KM-15	DD Wells Hand-over to CONTRACTOR	Aug-2027
KM-16	KM Wells Hand-over to CONTRACTOR	Oct-2027
KM-17	Offshore HUC completion and First Gas for DD WHP	1-Nov-2027
KM-18	Offshore HUC completion and First Gas for KM WHP	27-Dec-2027
KM-19	Provisional Acceptance Protocol	Commencement of Warranty Period
KM-20	Final Acceptance Protocol	Thirty (30) days after expiry of the warranty period

Tentative Requirement Key Milestone of Detail Engineering for Modification Works:

No.	Bidding Activities	Tentative Milestones
1.	PO/LOI (DE Effective Date)	June 2026
2.	TR/MR for Procurement	
3.	HAZOP, HAZID, SIL, QRA	
4.	Completed all Third-Party Studies	
5.	AFC for Modification Work (PM3 CAA South Existing Facilities) and associated	To meet the EpCI schedule
6.	Final Design Dossier	
	Liquidated Damages: Delay Liquidated Damages as set out in Article 26 General Terms and Conditions shall apply to KM-02, KM-05.	

7. ADMINISTRATION AND DOCUMENT CONTROL

Generally, for any documentation to be reviewed by CONTRACTOR/CLIENT, SUBCONTRACTOR shall allow a standard period of ten (10) Business Days for CONTRACTOR/CLIENT's review and comments. CONTRACTOR/CLIENT shall make every effort to reduce the ten (10) Business Days review/approval period for critical documents, if requested by SUBCONTRACTOR and on a case-by-case basis.

After receiving CRs/comments from CONTRACTOR, SUBCONTRACTOR must resubmit within five (05) working days, with an extension to be proposed and agreed by the Parties.

SUBCONTRACTOR to prepare a detailed document control procedure during project execution.

8. SUBCONTRACTOR CAPABILITY

SUBCONTRACTOR EXPERIENCE:

SUB-CONTRACTOR is required to provide cumulative work-hours in offshore construction facilities for the Oil and Gas sector for the 05 most recent years, with at least 02 DE similar projects, including brownfield modification/retrofit engineering of existing offshore production facilities.

MANPOWER AND WORKLOAD:

SUB-CONTRACTOR is required to submit a man-hour histogram, a personnel mobilization plan, and a detailed CTR reflecting the existing secured works and the expected future works (including this scope of work). The man-hour histogram demonstrates that SUB-CONTRACTOR had adequate resources, either in-house or external, to complete the work in accordance with CONTRACTOR's required schedule.

SUB-CONTRACTOR'S ORGANIZATION CHART AND PERSONNEL:

✓ **Engineering Managers**

The nominated Engineering Manager shall

- Have a bachelor's degree in an engineering or technical field from a recognized, fully accredited university.
- Have at least 15 (fifteen) years of experience in the onshore or offshore engineering field.
- As a minimum, have experience with 03 projects as an Engineer Manager on projects of similar or larger size and complexity.
- Good written and spoken English.

And any other specified requirement in the CLIENT's ITB.

✓ **Lead Discipline Engineers**

The nominated Lead Discipline Engineers shall:

- Have a bachelor's degree in engineering in his/her specialized field (mechanical, electrical, structural, etc.) from a recognized, fully accredited university.
- Have a minimum of 10 (ten) years of engineering experience, of which 07 (seven) years must have been in the design of offshore oil and gas facilities.
- Must be familiar with all codes and standards that apply to his/her engineering field and experienced in the application of CLIENT-specified engineering computer software packages.
- Have held a Lead Discipline Engineering position for at least 3 similar projects and have been assigned to projects that included the design of offshore production and processing platforms.
- Good written and spoken English.

And any other specified requirement in the CLIENT's ITB.

✓ **Senior Engineers**

The nominated Senior Discipline Engineers shall:

- Have a bachelor's degree in engineering in his/her specialized field (mechanical, electrical, structural, etc.) from a recognized, fully accredited university.
- Have a minimum of 08 (eight) years of engineering experience, of which 05 (five) years must have been in the design of offshore oil and gas facilities.
- Must be familiar with all codes and standards that apply to his/her engineering field and experienced in the application of CLIENT-specified engineering computer software packages.
- Have held a Senior Discipline Engineering position for at least 02 similar projects and have been assigned to projects that included the design of offshore production and processing platforms.
- Good written and spoken English.

And any other specified requirement in the CLIENT's ITB.

SOFTWARE CAPABILITY:

COMPANY requires all engineering work to be performed using the latest available engineering analysis and design computer software as specified in the ITB's documents. All software shall be supported by valid, current licenses, which shall be provided to CONTRACTOR upon request. Equivalent or more advanced computer programs (including proven in-house software) may be substituted with the agreement of COMPANY/CONTRACTOR. COMPANY also requires that electronic document production, storage, and retrieval systems be used to the maximum extent possible:

And any other specified requirement in the CLIENT's ITB.

SPECIALIST HSE CONSULTANT

SUBCONTRACTOR shall employ the Third-Party consultant, as APPROVED by COMPANY/CONTRACTOR, to perform all Third-Party scope as specified in the ITB. The name of the Third-Party, Specialist, and Facilitator, along with capability and experience documents, must be included in the Technical Proposal.

And any other specified requirement in the CLIENT's ITB.

THIRD PARTY

3rd-party HSE specialist consultant to undertake the HSE studies. The consultant shall be LR, BV, DNV GL, or ABS (or others proposed by SUBCONTRACTOR and approved by CONTRACTOR/CLIENT).

The proposed Third Party, Consultant, and the study team's CVs shall be submitted to CONTRACTOR/CLIENT for review and approval.

And any other specified requirement in the CLIENT's ITB.

9. TECHNICAL PROPOSAL

The Technical proposal attachments will include, but not be limited to:

- All Bid forms as ITB's requirement
- SUBCONTACTOR Track record
- Proposal EMDR
- Specialist HSE consultant experience and capability
- Personnel Mobilization Plan, detailed CTRs
- Workload
- Reference as closed out CTRs from other similar project.
- Organization Charts, CVs, Certificates.

10. APPENDICES

- Appendix 1.1: Scope of Work for Modification
- Appendix 1.2: Client ITB's documents
- Appendix 1.3: The Client Bid Bulletin, Bid Clarification



**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**

**TECHNICAL REQUIREMENT FOR PROVISION OF DETAIL ENGINEERING
SERVICE AND SITE SUPERVISION FOR MODIFICATION PACKAGE**

APPENDIX 1.1

SCOPE OF WORK FOR MODIFICATION



KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.
TECHNICAL REQUIREMENT FOR PROVISION OF DETAIL ENGINEERING
SERVICE AND SITE SUPERVISION FOR MODIFICATION PACKAGE

APPENDIX 1.2

CLIENT ITB'S DOCUMENTS

<https://drive.google.com/drive/folders/1oN0UOIghndz3kJOu75TbPbGTmwIFScH>



**KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT
BLOCK 46/13, OFFSHORE VIETNAM.**

TECHNICAL REQUIREMENT FOR PROVISION OF DETAIL ENGINEERING
SERVICE AND SITE SUPERVISION FOR MODIFICATION PACKAGE

APPENDIX 1.3

THE CLIENT BID BULLETIN, BID CLARIFICATION

<https://drive.google.com/drive/folders/1oN0UOIghndz3kJOu75TbPbGTmwIFScH>

CONTRACT No:

VIETSOVPETRO JOINT VENTURE

AND

.....

FOR

**PROVISION OF DETAIL ENGINEERING SERVICE AND SITE SUPERVISION FOR
MODIFICATION PACKAGE**

***PROJECT:* KHANH MY – DAM DOI FIELD DEVELOPMENT PROJECT, BLOCK 46/13,
OFFSHORE VIETNAM**

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APPENDICES

APPENDIX 1 - TECHNICAL REQUIREMENT, SCOPE OF WORK

1. Appendix 1.1 - Responsibilities Matrix.
2. Appendix 1.2 – Client’s ITT’s documents
3. Appendix 1.3 – The minimum Detailed Engineering Deliverables
4. Appendix 1.4 - Requirement on TR/MR Delivery plan
5. Appendix 1.5 – Client’s Bid Bulletin. Bid clarification
6. Appendix 1.6 – DDE interface management
7. Appendix 1.7 - DE Organization Chart and key personnel

APPENDIX 2 – CONTRACT PRICE AND PAYMENT MILESTONE

Attachment to Appendix 2: Rate for changes

APPENDIX 3 - FORMS, SPECIMEN CERTIFICATES AND PROTOCOLS

APPENDIX 4 – VSP’S CLARIFICATIONS

APPENDIX 5 – CONTRACT SCHEDULE

PREAMBLE

This contract is made and entered into as of this, effective as of
(hereinafter referred to as the “Effective Date”) by and between:

VIETSOVPETRO JOINT VENTURE, a company incorporated and existing under the Laws of
Vietnam, having its registered office at 105 Le Loi Street, Vung Tau City, S.R. Vietnam

Banking No.:

Name of the Bank:

Address of the Bank:

Represented by

Authorization No.....

of the first part (hereinafter referred to as “CONTRACTOR”),

AndBIDDER....., a company registered in

Tel: Fax:.....

Banking Account No.:

Name of the Bank:

Address of the bank:

Represented by..... – Title:

(herein called “SUBCONTRACTOR”).

WHEREAS:

The CONTRACTOR has requested the SUBCONTRACTOR to provide **DETAILED ENGINEERING SERVICES** for PROJECT..... **for** PVEP Khanh My (hereinafter referred to as the "COMPANY") as more fully defined in the APPENDIX 1 attached hereto (hereinafter called the “SERVICES”);

The SUBCONTRACTOR, having represented to the CONTRACTOR that they have the required professional skills, and personnel and technical resources, has agreed to provide the SERVICES on the terms and conditions set forth in this contract;

Now therefore, in consideration of the mutual covenants and agreements hereinafter, it is hereby agreed as follows:

ARTICLE 1: SCOPE OF WORK

- 1.1 CONTRACTOR agree to award the SERVICE to SUBCONTRACTOR and SUBCONTRACTOR agree to execute SERVICE as stated in APPENDIX 1 – TECHNICAL REQUIREMENT AND SCOPE OF WORK of CONTRACT, which include but not limited to all Engineering and Hand Over to the CONTRACTOR.
- 1.2 SUBCONTRACTOR shall address the following criteria at every stage of the project:
- a) Design for safe operation and construction to "international best practice" level of safety.
 - b) Design for minimum environmental impact of operations and construction to international best practice to minimize damage to the environment.
 - c) Design shall be simple, robust and the operation shall be reliable and flexible and result in low initial and operating expenditures.
 - d) Proven technology and equipment to be identified and specified.
 - e) Design shall meet all the latest updated requirements, circulars, such as: API, Fire & fighting system requirements, ...
 - f) Adherence to the project schedule through all phases of the project work
- 1.3 SUBCONTRACTOR shall take full responsibility for all activities required for executing the work as described in this document, including but not limited to:
- a) PM3 CAA South Existing Facilities (existing hosts and BR-A CPP) Modifications and associated;
 - b) Pre-Engineering Survey and provision of lump-sum detail engineering activities for modification works on the existing hosts.
 - c) Site supervision works for installation, hook-up, during Procurement and Construction activities (by others)
 - d) Review, verify and accept the FEED design as COMPANY Supplied Data of the Contract, and officially notify CONTRACTOR/COMPANY for decision for any potential issues, such as errors and omissions found during review/verification. Following such review/verification, SUBCONTRACTOR shall issue a FEED Verification Report (including any comments or exceptions if necessary) within the schedule as provided in APPENDIX 1.
 - e) Perform, optimize and complete detailed design/engineering as per project requirements. The scope of services consists of the following but not limited to:
 - Perform design engineering required to complete the WORKS;
 - Develop EMDR documents, review, validate, prepare and develop the process deliverables
 - check, re-reference and correct all cross-references in COMPANY Supplied Data in compliance with COMPANY numbering system procedure, including any additional COMPANY Supplied Data during production of deliverables

- Produce any additional engineering data and deliverables necessary for the Work and submit these for CONTRACTOR/COMPANY's review and acceptance
- Provide all documents necessary to certify and/or class (as applicable) the design of the Contract Objects and prepare all "as-built" drawings and data sheets to complete the certification of the installed Contract Objects to CONTRACTOR's/COMPANY's and Governmental Authorities' and Certifying Authority's satisfaction
- Review and incorporate as applicable vendor engineering data in relevant deliverables.
- Review and update all vendor data and cooperate to the overall WHP, Modification design, which includes all vendor data from CONTRACTOR/COMPANY's LLI procurement.
- Review & comment on Supplier(s)' recommended commissioning, start-up and operating spares
- Arrange, carry out, coordinate and attend HAZOP, HAZID, 3D Model Review and SIL studies, Value Improving Practices (constructability), and design reviews.

1.4 Designer's supervision activity includes:

- a) Provide guidance on Detail Engineering document at the request of the CONTRACTOR/COMPANY;
- b) Cooperate with the CONTRACTOR/COMPANY in handling the difficulties relating to the DETAILED ENGINEERING document arising during the procurement, offshore construction process, adjusting the ENGINEERING document according to the actual construction condition and handling the irrationalities in the ENGINEERING document at the request of the CONTRACTOR/COMPANY;
- c) Promptly notify the CONTRACTOR/COMPANY and suggest handling measures to the CONTRACTOR/COMPANY when discover that the procurement, construction is unconformable with the approved ENGINEERING document of the offshore construction SUBCONTRACTOR;
- d) Take part in offshore work acceptance at the request of the CONTRACTOR/COMPANY. If a work item or a work is discovered unsatisfactory for gaining acceptance, SUBCONTRACTOR shall promptly send a written notification to the CONTRACTOR/COMPANY.

(End of Article)

ARTICLE 2: DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, the following terms and expressions whenever used in this contract have the following meanings hereby assigned to them, except where the context otherwise requires:

2.1	CONTRACTOR: Means VIETSOVPETRO JOINT VENTURE (VSP) having registered office address as stated above including its successors and assignees.
2.2	“COMPANY” means mean, its employees, officers and agents.
2.3	“SUBCONTRACTOR” means[NAME OF BIDDER]..... having registered office address as stated above including its successors and assignees.
2.4	PARTY or PARTIES: Means CONTRACTOR or SUBCONTRACTOR or both as context requires
2.5	PROJECT: Means Khanh My – Dam Doi Field Development Project, Block 46/13, Offshore Vietnam
2.6	“CONTRACT” means the Preamble, all Articles, APPENDIXs and any other documents attached hereto or incorporated by reference including any subsequent amendments to them as may be mutually agreed from time to time in accordance with the terms of the CONTRACT.
2.7	“SERVICE/SERVICES” means all activities, duties or services to be performed and rendered by SUBCONTRACTOR or its SUB-SUBCONTRACTORS under the CONTRACT as provided in ARTICLE 1 including the provision of all resources including manpower, equipment as expressly set forth in the CONTRACT including all of SUBCONTRACTOR’s activities that are reasonably inferable from the description of the engineering service or to be inferred from the CONTRACT, for the full and complete realization of the scope of work. This shall include work or services performed pursuant to any authorization for the SERVICE or changes that may be issued to SUBCONTRACTOR from time to time in accordance with ARTICLE 07 – CHANGES which shall then become part of the SERVICE.
2.8	“COMPANY Supplied Data” means the COMPANY provided documents, drawings, specifications and other data listed in Appendix 1 related to the Contract Objects and required to be utilized by CONTRACTOR in the performance of the Work. It also includes amended or additional data as issued by COMPANY.
2.9	ACCEPTANCE PROTOCOL means the document signed by CONTRACTOR and SUBCONTRACTOR certifying that all documents at AFC as per approved EMDR as provided in Article 15.

2.10	“APPROVAL” or “APPROVED” or “APPROVE” means approval in writing (where provided for under the CONTRACT) made by the CONTRACTOR’S REPRESENTATIVE or their authorized delegate in accordance with the CONTRACT.
2.11	CERTIFICATION AGENCY/CA: means a party who enters a contract with CONTRACTOR/COMPANY for provision of classification/certification services for PROJECT.
2.12	“CHANGE ORDER(S)” means documents issued by CONTRACTOR that set forth mutually agreed changes to the CONTRACT and the basis on which SUBCONTRACTOR shall be compensated for the changes, if applicable.
2.13	“COMMISSIONING” means the act of putting utility or process systems, or part systems, into service for the first time and, where appropriate. Commissioning includes necessary dynamic function testing to demonstrate, document and record that a system, or part system, reliably functions independently or collectively to fulfil its design purpose and services, meets applicable codes, standards and specifications, and is in accordance with the CONTRACT.
2.14	“CONTRACTOR REPRESENTATIVE” means the person authorized by CONTRACTOR to act on its behalf.
2.15	“CONTRACTOR’S EQUIPMENT” means the equipment and other parts, spare parts and other materials provided by CONTRACTOR.
2.16	“CONFIDENTIAL INFORMATION” means all business and technical information, documents, manuals, drawings, specifications, letters, facsimile or any other material containing any information or records in any form tangible or intangible, whether marked confidential or otherwise, which is made available, directly or indirectly, to a PARTY by or on behalf of the other PARTY under the CONTRACT, inclusive of all information developed or acquired by either PARTY in connection with the CONTRACT.
2.17	“CONTRACT PRICE” means the agreed amount to be paid to SUBCONTRACTOR in a prescribed method as specified in APPENDIX II- CONTRACT PRICE & PAYMENT MILESTONES for the performance of the SERVICES. The CONTRACT PRICE may from time to time be subject to adjustment by CONTRACTOR’s issuance of a CHANGE ORDER.
2.18	“SUBCONTRACTOR’S REPRESENTATIVE” means the person authorized by SUBCONTRACTOR with full authority to act on its behalf and bind

	SUBCONTRACTOR concerning the performance of the SERVICES and every part thereof in conformity with the CONTRACT.
2.19	“DEMOBILISATION” means the standing down of SUBCONTRACTOR’s personnel, from WORKSITE upon completion of the SERVICES or part of the SERVICES or termination of the SERVICES.
2.20	“DOCUMENTATION” means sketches, drawings, reports, manuals, procedures, recommendations or any written matter relating to any portion of the SERVICES or part thereof.
2.21	IFR: Issued for Review
2.22	IFA: Issued for Approval
2.23	IFB: Issued for Bid
2.24	AFC: Approval for Construction
2.25	FINAL DOCUMENTS: The as-built documents
2.26	"COMPLETION" shall mean completion of the whole of the WORK.
2.27	"COMPLETION DATE(S)" means any or all of the key milestone dates, and the FINAL COMPLETION DATE, as the context requires.
2.28	CERTIFICATE OF COMPLETION is signed by both parties to certify that SUBCONTRACTOR has completed the Follow-on-engineering and all obligations under the contract as described in Article 6 and 15.
2.29	“EFFECTIVE DATE” means the date determined by CONTRACTOR as specified in ARTICLE 6
2.30	“ Facility ” or " Facilities " shall mean the platform, jacket, topsides, structure, pipelines, onshore facilities, helideck, vent boom, crane, other appurtenances and any items to be incorporated therein as described in APPENDIX1 - Scope of Works
2.31	“GROSS NEGLIGENCE” means any act or failure to act (whether sole, joint or concurrent) by any person or entity which was in reckless disregard of, or in wanton indifference to, the harmful consequences that such person or entity knew, or should have known, such act or failure to act would have, including on the safety or property of another person or entity.
2.32	“NEGLIGENCE” means any action, or failure to act on something, which a prudent and reasonable person, guided upon those considerations that ordinarily regulate the

	conduct of human affairs, would do or not do.
2.33	“STANDARDS” means any description of a technical nature, including applicable Codes and Standards, in respect of materials, engineering methods and techniques, equipment, fabrication or construction systems and methods, SPECIFICATIONS, plans, workmanship or otherwise which define a result to be achieved or method to be followed in order to meet CONTRACTOR’s requirements.
2.34	“SUB-CONTRACT(S)” means any contract or contracts between SUBCONTRACTOR and any third party or parties as approved by the CONTRACTOR for the performance of any defined part of the SERVICES.
2.35	“SUB-SUBCONTRACTOR(S)” means any party or parties approved in WRITING by CONTRACTOR has or have entered into a CONTRACT with SUBCONTRACTOR, for the performance of any part of the SERVICES.
2.36	“VENDOR(S)” means any third party or parties approved in WRITING by CONTRACTOR, that supplies equipment and/or material, and performs associated services to support the SERVICES.
2.37	“WILFUL MISCONDUCT” means any action or omission that was intended to result in, or was carried out with wilful disregard for, harmful consequences that could or would result, including, without limitation, harm to personal health or safety or the environment, or damage to property.
2.38	“WORKSITE(S)” means the area(s) either onshore as designated by SUBCONTRACTOR and APPROVED by CONTRACTOR or offshore as designated by CONTRACTOR where the SERVICES is to be performed, as further specified in APPENDIX and SUBCONTRACTOR’s APPROVED PROJECT EXECUTION PLAN. The term WORKSITE includes the surrounding areas of the WORKSITE, irrespective whether on, above or below the seabed level and irrespective whether onshore, or marine areas offshore Vietnam.
2.39	CONTRACTOR’S REQUIREMENT means the requirement described in Technical Requirement and Scope of work.
2.40	"SANCTIONS" means foreign trade controls, export controls, financial restrictions, embargos or international boycotts that come into effect after the CONTRACT comes into effect and expressly prohibit either PARTY from performing its obligations under the CONTRACT in Vietnam."
2.41	Warranty Period: 24 months from the date of ACCEPTANCE PROTOCOL as

	described in Article 22.
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- 2.2 The headings, captions and titles of Articles or of other parts of the CONTRACT are for convenient reference only and are not to be construed as limiting, extending or interpreting the meanings of the provisions of this CONTRACT.
- 2.3 The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- 2.4 Words referencing persons or parties shall include firms and corporations and any organization having legal capability.
- 2.5 All references herein to Articles are references to articles numbered in the Terms and Conditions of this CONTRACT and not to those in any other CONTRACT unless specifically stated otherwise.

(End of Article)

ARTICLE 3: OBLIGATIONS OF THE SUBCONTRACTOR

- 3.1 The SUBCONTRACTOR represents, warrants and agrees that it has all necessary and adequate resources, skills, knowledge, capacity and equipment for the performance of the SERVICES and shall take all actions and provide or arrange to have all resources required for due and proper performance of the SERVICE.
- 3.2 The SUBCONTRACTOR undertakes to perform and provide the SERVICES:
- a) with all due skill, care and diligence, in a good, professional and workmanlike manner in accordance with best and latest accepted international practices and standards in the petroleum and energy industries in general and engineering and design as may be further specified in APPENDIX 1.
 - b) in strict compliance with all applicable governmental, local and other competent authorities' laws and regulations, practices, standards, norms and codes presently in effect and becoming effective in Vietnam during the performance of the SERVICES.
 - c) Furthermore, the SUBCONTRACTOR shall always act, in respect of any matter relating to this CONTRACT or to the SERVICES, as faithful advisers to the CONTRACTOR, and at all times support and safeguard the CONTRACTOR's legitimate interests in any dealings with third parties.
- 3.3 The SUBCONTRACTOR shall:
- a) provide all professional advice and skills required for the timely provision of the SERVICES under the CONTRACT;
 - b) employ competent staff with all necessary facilities, qualifications and experience appropriate to the provision of the SERVICES or any part of the SERVICES;
 - c) promptly inform the CONTRACTOR in writing if any information or any document provided or caused to be provided to the SUBCONTRACTOR by the CONTRACTOR is found to be inadequate to enable the SUBCONTRACTOR to properly perform the SERVICES or is found to contain any material inaccuracies;

- d) Submit reports to the CONTRACTOR in an agreed format and at agreed intervals as to the progress of the SERVICES in accordance with ARTICLE 16 [REPORTS AND MEETINGS] herein. The SUBCONTRACTOR shall attend progress review and coordination meetings as part of the SERVICES in accordance with the requirements of the CONTRACTOR and attend any other meetings which are desirable to ensure the proper and effective provision of the SERVICES by the SUBCONTRACTOR.
- e) Utilize state-of-the-art sound Engineering and construction principles and supervisory procedures in accordance with the best-accepted international practices and standards in the petroleum and energy industries;
- f) provide the CONTRACTOR with all necessary information related to the SERVICES and as requested by the CONTRACTOR;
- g) Upon CONTRACTOR's request and as author of designs, SUBCONTRACTOR shall respond to questions concerning the DETAIL ENGINEERING throughout the course of the EPCIC CONTRACT; SUBCONTRACTOR shall have an engineering representative based at each Construction Site whose responsibilities shall include the co-ordination of engineering information between the Site and SUBCONTRACTOR's Central Location. Any supervision of work undertaken in Vietnam will be undertaken as part of the SERVICE.
- h) Obtain and maintain the insurance required by ARTICLE 13 INSURANCE herein; and
- i) At its own costs obtain and incorporate into DOCUMENTS any and/or all necessary information regarding interface of equipment and/or facilities to be connected for the proper performance of the SERVICES, CONTRACTOR will provide full timely access and authorizations needed to acquire the information.
- j) SUBCONTRACTOR shall closely cooperate and coordinate with CA assigned by COMPANY for the SERVICES. SUBCONTRACTOR shall prepare the technical documentation to support COMPANY's enquiries to the applicable respective Governmental Authorities. SUBCONTRACTOR shall make all efforts to have sufficient lead time for cooperation and coordination with COMPANY's CA and resolve any potential issues early in the process so that the respective required permits and certificates can be obtained in timely manner
- k) Provide office space & facilities for CONTRACTOR's and COMPANY's representative during work at SUBCONTRACTOR's office.

3.4 The SUBCONTRACTOR shall:

- a) begin rendering the SERVICES from the EFFECTIVE DATE as described in Letter of Award and in strict compliance with APPENDIX 1 hereto;
- b) guarantee and be responsible for the sufficiency, accuracy and quality of the SERVICES;
- c) remain fully responsible for the SERVICES provided by the SUBCONTRACTOR irrespective of any review or acceptance of the SERVICES by the CONTRACTOR;
- d) be responsible for obtaining all necessary licenses, permits, consents in respect of

providing the SERVICES or any parts thereof as from time to time required by the laws and regulations of VIETNAM and/or other countries where any part of the SERVICES is performed;

- e) be liable to the CONTRACTOR for the acts of its employees in accordance with its liabilities under this CONTRACT;
- f) at its own costs be responsible for obtaining all necessary import, export licenses for customs clearance of SUBCONTRACTOR'S personal effects and of any materials and equipment required for performing the SERVICES; and
- g) Neither have interest, nor accept any trade commission, remuneration or similar payment in connection with activities in connection with the PROJECT or to the SERVICES or to discharge its obligations, except as provided for in this CONTRACT.

3.5 The SUBCONTRACTOR has due regards to all festival, holidays, day of rest etc. and confirms that such festival, holidays, day of rest etc. will have no affects to the SUBCONTRACTOR's performance of the SERVICES as well as the CONTRACT PRICE.

3.6 The SUBCONTRACTOR shall be deemed to have satisfied itself before signing this CONTRACT as to the correctness and sufficiency of its proposal for the SERVICES in respect of all its obligations under this CONTRACT and all materials and things necessary for the proper execution and guarantee of the SERVICES.

3.7 In case CONTRACTOR's request, SUBCONTRACTOR shall send its representative(s) to S.R Vietnam to perform SERVICE and attend any presentation thereafter if necessary.

3.8 The SUBCONTRACTOR shall send its representative(s) to S.R Vietnam to present the FINAL DOCUMENTS for approval and ratification and attend any presentation thereafter if necessary until the FINAL DOCUMENTS obtain the complete and full approval by CONTRACTOR/COMPANY.

All the expenses arising under the performance of Article 3.7 and Article 3.8 (including flights and accommodation ... in Vietnam) shall be borne by the SUBCONTRACTOR.

CONTRACTOR's Final Documentation requirements as provided in **APPENDIX 1**

FINAL ORIGINAL DOCUMENTATION	
Hard copies of :	2 Original sets; and
	4 Copy sets
FINAL ELECTRONIC DOCUMENTATION	
USB/HARD DRIVE/ NATIVE FILES (PDF and AutoCAD, SACS, word, excel, 3D Models,...etc)	5 sets

3.9 A further description of the SUBCONTRACTOR's responsibilities is contained in APPENDIX 1.

3.10 Notwithstanding the provisions stated herein, the SUBCONTRACTOR shall perform the SERVICES and any works and services necessary to complete the SERVICES outlined in

the CONTRACT to the satisfaction of the CONTRACTOR and they all shall be deemed to have been included in the CONTRACT PRICE.

3.11 The SUBCONTRACTOR shall give the SERVICES the highest priority, and endeavor to ensure that no other job of the SUBCONTRACTOR shall take precedence over the SERVICES and its scheduled completion date.

3.12 During DETAIL ENGINEERING the SUB-CONTRACTOR shall follow the FEED study and can rely on the FEED study, SUB-CONTRACTOR agrees to pay particular attention to the technical requirements for long lead item(s) required for this PROJECT.

3.13 Requirements for Engineering

3.13.1 General requirements

- SUBCONTRACTOR shall perform detailed engineering activities, which shall include, but not be limited to, all structural, architectural, process, utilities, piping, electrical, mechanical, instrumentation, telecommunications and safety design activities and associated interconnections, which are required to provide complete, safe and operational FACILITIES in accordance with the CONTRACT. SUBCONTRACTOR shall prepare and complete all studies, specifications, calculations, data sheets, engineering drawings, bills of materials and any and all other work necessary to support the design, procurement, construction, transportation, installation, inspection, testing, commissioning and transitioning to operations of the FACILITIES. All designs, calculations, drawings, specifications, data sheets and other documents prepared by the SUBCONTRACTOR shall comply with the requirements of engineering works as described in APPENDIX 1 – TECHNICAL REQUIREMENT AND SCOPE OF WORK.
- The CONTRACTOR shall not be responsible for any error, inaccuracy or omission of any kind in the CONTRACTOR'S requirements as originally included in the CONTRACT and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated below. Any data or information received by the SUBCONTRACTOR, from the CONTRACTOR or otherwise, shall not relieve the SUBCONTRACTOR from his responsibility for the design and execution of the SERVICE.
- If there are any defects in FEED, in CONTRACTOR's requirements or discrepancies between those, the SUBCONTRACTOR shall immediately give notices and make required clarifications with CONTRACTOR before continuing.

3.13.2 Regulations and standards in design

The SUBCONTRACTOR undertake that SUBCONTRACTOR'S documents the execution and the completed SERVICES shall comply with:

- a) the S.R Vietnam's technical standards, environmental laws, laws applicable to the product being produced from SERVICE, or defined by the applicable LAWS, and,
- b) the documents forming CONTRACT, as altered or modified by variations.

3.14 Requirements applicable to engineering design of SUBCONTRACTOR

- The SUBCONTRACTOR'S documents shall comprise Detail Design, the technical

documents, drawings, quality assurance and other documents to satisfy CONTRACTOR'S requirements and to all competent authority/ regulatory approvals according to Laws.

3.15 Responsibilities of SUBCONTRACTOR for design defects

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the SUBCONTRACTOR'S DOCUMENTS, they and the SERVICES shall be corrected at the SUBCONTRACTOR'S cost, notwithstanding any consent or approval under this Clause.

(End of Article)

ARTICLE 4: OBLIGATIONS OF THE CONTRACTOR

4.1 The General Obligations

- a. The CONTRACTOR will provide available and relevant information and data with respect to this PROJECT meeting the reasonable requirements of the SUBCONTRACTOR.
- b. When the SERVICES are required to be carried out in Vietnam, the CONTRACTOR shall reasonably assist SUBCONTRACTOR to get visa (if required) for its assigned PERSONNEL.

4.2 Specific Obligations:

Regarding to the SERVICES, the CONTRACTOR will be responsible for the following:

- a. Timely review and approval of project documents in accordance with Article 15 and the Document Review and Approval Procedure included as APPENDIX 1 Obtaining any approval from any regulatory authorities in Vietnam, and arranging any meetings concerning such,
- b. Checking and approving the SUBCONTRACTOR's invoices and associated supporting documents within the timeframes required by the CONTRACT,
- c. Making payments to the SUBCONTRACTOR in a timely manner and within the timeframes required by the CONTRACT,
- d. Acquiring the approval of COMPANY for all FINAL DOCUMENTS, the ACCEPTANCE PROTOCOL and the CERTIFICATE OF COMPLETION.

4.3 The CONTRACTOR will provide transport to offshore facilities, accommodation and meals when SUBCONTRACTOR's PERSONNEL are working offshore as per CONTRACTOR standard.

4.4 SUBCONTRACTOR shall at no cost to CONTRACTOR be responsible for the medical welfare of its own and Sub-contractor's employees and shall take care of periodical medical examinations, arrangements for medical attendance, treatment or hospitalization if and when necessary and will arrange suitable insurances coverage for such contingencies. In cases of emergency, CONTRACTOR may make or provide for the necessary emergency arrangements, the costs of which shall be reimbursed to CONTRACTOR by SUBCONTRACTOR.

(End of Article)

ARTICLE 5: CONTRACTOR'S REPRESENTATIVE(S)

- 5.1 The CONTRACTOR may appoint a representative to exercise the duties, discretions and powers vested in the CONTRACTOR under the CONTRACT by sending a written notification to the SUBCONTRACTOR.
- 5.2 The appointment of CONTRACTOR's Representative shall not prevent the exercise of any duty, discretion or power by the CONTRACTOR and the CONTRACTOR may, at any time, cancel the appointment and nominate another person as CONTRACTOR's Representative by written notice to the SUBCONTRACTOR.
- 5.3 Any communication given by the CONTRACTOR'S Representative(s) to the SUBCONTRACTOR in accordance with such appointment shall have the same effect as it is given by the CONTRACTOR provided that:
- a. Any failure of the CONTRACTOR's Representative to reject the SERVICES shall not prejudice the authority of the CONTRACTOR to reject such SERVICES and to give instructions to the SUBCONTRACTOR for the rectification thereof provided that any such rejection by the CONTRACTOR shall only be implemented where the SERVICES do not meet the requirements of the CONTRACT; and
 - b. If the SUBCONTRACTOR questions any communication of the CONTRACTOR's Representative he may refer the matter to the CONTRACTOR, who shall confirm, reverse or vary the contents of such communication.
- 5.4 The CONTRACTOR or CONTRACTOR's Representative(s) may appoint any persons to assist in carrying out its duties. The CONTRACTOR shall notify the SUBCONTRACTOR in writing of the names, duties and the scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the SUBCONTRACTOR unless prior written consent of the CONTRACTOR is issued.
- 5.5 CONTRACTOR/COMPANY's Representative(s) and persons nominated by the CONTRACTOR shall have full and free access at all reasonable times to SUBCONTRACTOR's drawings and technical specifications and other relevant documentation and further shall have the right to inspect, check, and obtain copies of calculations and samples of materials and make tests of or otherwise monitor the SERVICES as they are performed and shall inform the SUBCONTRACTOR, as soon as practicable, if any particulars of the SERVICES inspected do not comply with CONTRACT.
- 5.6 Any instructions given to the SUBCONTRACTOR by the CONTRACTOR's Representative(s) shall be in writing with a copy to the CONTRACTOR. In any case the CONTRACTOR's Representative shall have no authority to release the SUBCONTRACTOR from any of its obligations under the CONTRACT. The provision of this Clause shall apply equally to instructions given by the CONTRACTOR'S

Representative(s) and assistants appointed pursuant to Clause 5.4.

(End of Article)

ARTICLE 6: EFFECTIVE DATE, DURATION AND COMPLETION OF SERVICES

- 6.1 The EFFECTIVE DATE of CONTRACT shall be the date of Letter of Award:
.....
- 6.2 The SERVICES shall be considered to be completed when the CERTIFICATE OF COMPLETION is signed by the authorized representative of the CONTRACTOR (and COMPANY if require) after SUBCONTRACTOR fully finish follow-on engineering to the first gas date (tentative the completion date is), the FINAL DOCUMENT is fully approved and submitted.
- 6.3 The CONTRACT shall remain valid up until the time that SUBCONTRACTOR completes the Warranty Period.
- 6.4 The SUBCONTRACTOR shall commence works right at the EFFECTIVE DATE and progress the works continuously and effectively to complete the SERVICES in accordance with APPENDIX 1 within the CONTRACT SCHEDULE as Appendix 5.
- 6.5 Not later than seven (7) calendar days after the EFFECTIVE DATE, CONTRACTOR and SUBCONTRACTOR shall meet to hold a “Kick-off Meeting” in which the following key matters shall be reviewed:
- i. Confirm the project execution plan for the SERVICES and the Deliverables List in the form of a EMDR (ENGINEERING MASTER DOCUMENT REGISTER).
 - ii. Confirm the schedule of work for the SERVICES outlining when each deliverable is to be submitted to the CONTRACTOR, the time allowed for CONTRACTOR to review and comment, the time for rework by SUBCONTRACTOR, the delivery of draft documents and the delivery of FINAL DOCUMENTS to CONTRACTOR.
- 6.6 If CONTRACTOR notifies SUBCONTRACTOR that the progress of SERVICES has been too slow to achieve the target completion of SERVICE within the prescribed schedule specified in EXHIBIT 5 – CONTRACT SCHEDULE, SUBCONTRACTOR shall take all steps necessary to expedite the progress of SERVICES such as, but not necessarily limited to, having additional shifts, working overtime and supplying additional manpower and equipment. If the slow progress of SERVICES is attributable to SUBCONTRACTOR's fault, additional costs if any, incurred by SUBCONTRACTOR pursuant to the foregoing shall be borne by SUBCONTRACTOR.

(End of Article)

ARTICLE 7: CHANGES

- 7.1 Without prejudice to this CONTRACT, only the CONTRACTOR, by written notice to the SUBCONTRACTOR, has the right to direct the SUBCONTRACTOR to vary the scope of

- the SERVICES (including alterations, additions, reduction) and the SUBCONTRACTOR shall be bound to comply with that direction, such a direction shall constitute a CHANGE ORDER.
- 7.2 When a change in the scope of work for the SERVICES is contemplated, the CONTRACTOR shall direct and instruct the SUBCONTRACTOR in writing of such a change and the SUBCONTRACTOR shall thereupon immediately prepare a CHANGE ORDER outlining the description of the change and any impact on cost and schedule. SUBCONTRACTOR will submit this CHANGE ORDER to the CONTRACTOR for CONTRACTOR/COMPANY's approval. SUBCONTRACTOR will only be required to implement any change in the scope of work once the subject CHANGE ORDER has been approved by both PARTIES and the CHANGE ORDER been signed by both PARTIES.
- 7.3 The SUBCONTRACTOR shall not invoice for, and the CONTRACTOR will not be obligated to make any payment on the account of any change in the scope of work for the SERVICES that has not been incorporated in a CHANGE ORDER duly signed by both PARTIES.
- 7.5 The payment schedule for the increased cost arising from any CHANGE ORDER will be agreed at the time of approval of such a CHANGE ORDER and the amount of each payment will be identified as a separate item in the appropriate invoices issued by the SUBCONTRACTOR to the CONTRACTOR pursuant to ARTICLES 8 - CONTRACT PRICE and ARTICLE 15- REVIEW AND APPROVAL DOCUMENT OF DETAILED ENGINEERING.
- 7.5 Any decrease in cost arising from any CHANGE ORDER will be agreed at the time of approval of such a CHANGE ORDER and this cost shall be deducted from the payment to the SUBCONTRACTOR pursuant to ARTICLES 8 - CONTRACT PRICE and ARTICLE 10 - PAYMENT AND INVOICING.
- 7.6 Notwithstanding any provisions herein, the CONTRACTOR shall give, or cause to be given, to the SUBCONTRACTOR timely directions, instructions, decisions, clarifications and information sufficient to define the SERVICES required and facilitate the performance of the SERVICES by the SUBCONTRACTOR. These directions, instructions, decisions, clarifications and information shall not necessarily constitute a change, and can be made in writing or given orally, however if given orally they shall be confirmed to the SUBCONTRACTOR in writing as soon as practicable in order for CONTRACTOR to meet its obligations under this clause.
- 7.7 No increase in the Contract Price or extension to the Completion Date shall be granted, nor will it be a Change, if:
- i. the changes requested by CONTRACTOR are necessary in order for SUBCONTRACTOR to satisfy its responsibilities to perform the SERVICES as specified in this Contract;

- ii. the changes requested by CONTRACTOR are required because of delays attributable to SUBCONTRACTOR;
- iii. the additional services are required because of a breach of CONTRACTOR's general warranties set forth in this Contract; or
- iv. the change relates to reperformance of any of the SERVICE because of SUBCONTRACTOR's failure to comply with applicable provisions of this Contract.

(End of Article)

ARTICLE 8: CONTRACT PRICE

- 8.1 For the satisfactory performance of SERVICE in accordance with this CONTRACT, CONTRACTOR shall pay SUBCONTRACTOR the CONTRACT PRICE herein below and in accordance with EXHIBIT 2- DETAILED CONTRACT PRICE. This compensation may be adjusted by Change Order agreed by both parties, as described in and subject to the provision of ARTICLE 7 - CHANGES.

The total lump sum price is **USD** (*In words: US Dollars*) includes all taxes, fees, charges outside and inside of Vietnam, except for Foreign Contractor Withholding tax (FCWT) only. CONTRACTOR on behalf of SUBCONTRACTOR shall declare and pay the SUB-CONTRACTOR's FCWT arise in Vietnam to Vietnamese 's Tax Authority.

- 8.2 Unless otherwise mutually agreed in writing by the PARTIES hereto, the CONTRACT PRICE shall not be subject to any increase or decrease after the signatures of both PARTIES have been affixed hereto, except for the case of a CHANGE ORDER. The SUBCONTRACTOR shall not be entitled to invoice the CONTRACTOR for any amount which is in excess of the CONTRACT PRICE, other than additional amounts approved in CHANGE ORDERS. Furthermore, the CONTRACTOR is not liable for additional payment in respect of conditions and costs which the SUBCONTRACTOR, as an experienced SUBCONTRACTOR, could or should have determined or foreseen including, but not limited to, any ambiguities, omission or errors in the CONTRACT.
- 8.3 The CONTRACT PRICE as outlined above is understood to be an all-inclusive basis for all the money, costs and expenses that constitute the whole and only source of remuneration payable by the CONTRACTOR to the SUBCONTRACTOR under the CONTRACT for the performance and completion of SERVICES and the fulfillment of the SUBCONTRACTOR's obligations under the CONTRACT, including but not limited to:
- a) Costs and expenses for performance and completion of the SERVICES and fulfillment of

SUBCONTRACTOR'S obligations under this CONTRACT to the satisfaction of the CONTRACTOR;

- b) Any and all labor costs, wages, salaries, personal income tax, surcharges, bonus, allowances, contributions, duties, taxes, levies or expenses of whatever kind payable by or levied by any governmental authorities in Vietnam and in the SUBCONTRACTOR's country or in other countries where any part of the SERVICES must be performed by the SUBCONTRACTOR and/or its employees in connection with the performance and completion of the SERVICES;
- c) Permits and/or permission required from any governmental body in connection with the provision of the SERVICES;
- d) Costs and expenses of whatever kind payable for offices and other overhead charges, supervision and profit as well as all other contingent expenses, liabilities, obligations, responsibilities and risks arising out of the conditions of the CONTRACT;
- e) Other cost including but not limited to charges, costs of non-chargeable staff, management, administration, secretarial services, telephone, telex and facsimile, courier service, word processing and computer facilities, prints and reproductions arising out of SUBCONTRACTOR's offices where the SERVICES are carried out;
- f) Any and all costs and expenses regarding the handling and delivery of the DOCUMENTS, APPROVED DOCUMENTS, drawings that are IFR, IFA, AFC and FINAL DOCUMENTS to the CONTRACTOR incurred during the performance and execution of the SERVICES in accordance with provisions of the CONTRACT;
- g) Travel, subsistence and associated costs including but not limited to mobilizations/demobilizations fees, accommodation, air fares, transportation costs, meals and the like for the SUBCONTRACTOR'S PERSONNEL to come to Vietnam for presentation in accordance with Clause 3.7 herein above and as required by the CONTRACTOR from time to time for the performance of the SERVICES;
- h) Insurance premiums, professional Engineering licenses, banking charges and expenses;
- i) Any and all cost and/or expenses, which are not specifically mentioned herein but are inherently necessary to complete the works and the SERVICES.

(End of Article)

ARTICLE 9: PERFORMANCE BOND – NOT APPLICABLE

- 9.1 Within thirty (30) days from the Letter of Award (LOA) issued by CONTRACTOR, the SUBCONTRACTOR, at its own costs, shall submit to the CONTRACTOR one (1)

original irrevocable first call and unconditional Performance Bonds fully operative in strict accordance with the form as set out in APPENDIX 3 [FORMS, SPECIMEN CERTIFICATES AND PROTOCOLS], issued by the Bank of Foreign Trade of Vietnam (VIETCOMBANK) or one of the Banks in Vietnam, or first class international bank that legally operating in Vietnam with advising through Vietcombank (Vung Tau Branch). The Performance Bond will act to guarantee the due performance by the SUBCONTRACTOR of its obligations under this CONTRACT.

The value of the Performance Bond is 10% of the CONTRACT PRICE and shall remain valid until the completion date which is tentative..... The value of the Performance Bond shall be revised to correspond any change in the final value of the CONTRACT.

- 9.6 In the event that the SUBCONTRACTOR fails to perform under this CONTRACT or is in breach of any term and/or condition herein, the SUBCONTRACTOR shall be subject to claims, compensation and/or penalty under the Performance Bonds.
- 9.7 Should the expiry date of either Performance Bond occur before the actual completion of the SERVICES applicable to that Performance Bond, the SUBCONTRACTOR shall extend the expiry date of the applicable Performance Bond pursuant to the reasonable instructions of the CONTRACTOR.
- 9.8 Should the SUBCONTRACTOR fail to submit the Amendment/Extension of Performance Bond as CONTRACTOR's request in written, CONTRACTOR have the right to claim SUBCONTRACTOR to pay an amount of 0.2% of value of Performance Bond per day of delay. The total amount of agreed and liquidated damages for delay of submission of the Amendment/Extension of Performance Bond shall not exceed 8% of value of Performance Bond.
- 9.9 The CONTRACTOR reserves the right to instruct the SUBCONTRACTOR to revise either Performance Bond amount to correspond to the CONTRACT PRICE of that aspect of the SERVICES. Failure to revise a Performance Bond as instructed and required by the CONTRACTOR shall constitute a failure by the SUBCONTRACTOR to perform under this CONTRACT that entitles the CONTRACTOR to make an immediate call on that Performance Bond.
- 9.10 For the purpose of this ARTICLE 9 and without prejudice to any other terms and conditions of the CONTRACT, or any rights or benefits the CONTRACTOR may be entitled to under the CONTRACT and the Performance Bonds, the date of expiry of the Performance Bond will be deemed to be:

(End of Article)

ARTICLE 10: PAYMENT AND INVOICING

- 10.1 In consideration of the performance and completion of the SERVICES in accordance with the terms of the CONTRACT, CONTRACTOR shall pay or cause to be paid to SUBCONTRACTOR the amounts as payment milestone that specified in APPENDIX II – CONTRACT PRICE AND PAYMENT MILESTONE at the time and in the manner specified therein. The CONTRACT PRICE shall be SUBCONTRACTOR'S full compensation for all costs whatsoever for complete performance of the SERVICES and for compliance with all terms and conditions of the CONTRACT.
- 10.2 Upon SUBCONTRACTOR has achieved a Payment Milestone, SUBCONTRACTOR shall promptly submit the Pro-forma invoice and Milestone Completion Certificate (as specimen in APPENDIX III) with all of its supporting documents for CONTRACTOR's verification. CONTRACTOR shall have seven (07) working Days since the receipt of SUBCONTRACTOR's Pro-forma invoice to verify. Upon the receipt of the approval of such Pro-forma invoice, SUBCONTRACTOR can issue the Original Invoices to CONTRACTOR with all of the supporting documents.
- 10.3 SUBCONTRACTOR shall invoice CONTRACTOR for that particular payment milestone of the CONTRACT PRICE in accordance with the payment schedule shown in APPENDIX II - CONTRACT PRICE AND PAYMENT MILESTONE. SUBCONTRACTOR shall not invoice CONTRACTOR for any Payment Milestone until SUBCONTRACTOR has completed all parts of SERVICES required for that Payment Milestone.
- 10.4 Invoices shall stipulate the CONTRACT number and title and shall be submitted in one (2) original and one (01) copy each complete with the necessary approved documents required by CONTRACTOR to the address below:

VIETSOVPETRO JOINT VENTURE

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

Tel : 84-254-839871

Fax : 84-254-839857

Attn :

Ref. Contract Number:

- 10.5 Payment shall be made within 45 days by Telegraphic Transfer after CONTRACTOR receives the fully documents and receive payment from COMPANY. All banking fees shall be on the SUBCONTRACTOR'S account.
- 10.6 Payment will not be made if the supporting documents are not completed.
- 10.7 Payments due to SUBCONTRACTOR may be withheld by CONTRACTOR on account of the following:
- a) breach and/or unsatisfactory performance of the CONTRACT, including failure to meet the specified progress Milestones

- b) the filing of claims against CONTRACTOR caused by acts or omissions of the SUBCONTRACTOR or failure of SUBCONTRACTOR;
 - c) failure to submit or maintain the Performance Bond (including renewals if required under the CONTRACT);
 - d) failure to submit or maintain valid Insurance Policies; or
 - e) failure of SUBCONTRACTOR to pay amounts when due for labors, facilities or goods used by SUBCONTRACTOR in performing the WORK or amounts due to SUBCONTRACTOR's sub-subcontractor.
- 10.8 If and when the cause(s) for withholding any such payment has/have been remedied by SUBCONTRACTOR and satisfactory evidence of such remedy has been presented to CONTRACTOR, the payments withheld shall be released by CONTRACTOR.
- 10.9 If and when the cause(s) for withholding any such payment are not remedied by SUBCONTRACTOR, CONTRACTOR shall then have the right to deduct any monies due to SUBCONTRACTOR. For Article 10.7 (e), CONTRACTOR may, as the case maybe, make payments directly to the SUB-SUBCONTRACTOR. Such payment shall be deemed to be a payment made to SUBCONTRACTOR by CONTRACTOR under the CONTRACT.
- 10.10 Upon notification of any erroneous billings made by or payments made to SUBCONTRACTOR by CONTRACTOR, SUBCONTRACTOR shall within fourteen (14) days, issue a credit or debit note and refund to CONTRACTOR any amounts of overpayment. Until the required credit or debit note is issued, CONTRACTOR shall withhold any further payments due to SUBCONTRACTOR.

(End of Article)

ARTICLE 11: TAXES

11.1 FOR FOREIGN SUBCONTRACTOR

- 11.1.1 The SUBCONTRACTOR shall be liable for and at its costs pay and cause to be paid any and all taxes and duties of whatsoever nature assessed or levied against SUBCONTRACTOR and its employees or agents by the competent authorities of Vietnam or any other country on account of or in relation to or in connection with the SERVICES of this Contract.
- 11.1.2 Without in any way limiting the generality of above Clause 11.1.1, SUBCONTRACTOR shall be liable for and pay or cause to be paid any and all taxes and duties levied or assessed against SUBCONTRACTOR or against the CONTRACTOR by the competent authorities of Vietnam in respect of personal income, salaries or any other benefits of whatsoever nature paid to or received by or acquired by SUBCONTRACTOR's employees.
- 11.1.3 Notwithstanding Clause 11.1.1, the following shall apply with respect to Value Added Tax ("VAT") and Corporate Income Tax ("CIT") (or Foreign SUBCONTRACTOR Withholding tax (FCWT)). For the purpose of this Clause 11.1.3, the term VAT and CIT shall have the same meaning as taxes by that name defined by the Ministry of Finance of Vietnam and the SUBCONTRACTOR is a foreign registered entity applying the Direct Method pursuant to the applicable Vietnamese Tax Law. The term CIT and VAT shall be extended to cover any and all taxes (with similar nature as current CIT and VAT) levied or imposed on the Work by Vietnam Tax Authorities, arise as a result of changes in the legislation or interpretation and application after the execution of the Contract.
- 11.1.3.1 The CONTRACTOR shall pay the deemed VAT and CIT, in the name of and on behalf of the SUBCONTRACTOR, levied on the SERVICE. The SUBCONTRACTOR shall submit the invoice stating the net amount and shall receive the net amount.
- 11.1.3.2. In the event that proof of payment is requested by Vietnam Tax Authorities or alternative Government agency, the CONTRACTOR shall provide this proof of payment as required.
- 11.1.4 In those instances where the Government of the Socialist Republic of Vietnam and SUBCONTRACTOR's Government signed a Double Taxation Agreement, CONTRACTOR shall, on behalf of SUBCONTRACTOR, implement the procedures on tax exemption in compliance with applicable regulation of the Ministry of Finance of the S.R. of Vietnam and the relevant Double Taxation Agreement. Upon CONTRACTOR's request, SUBCONTRACTOR shall cooperate, and assist the CONTRACTOR in obtaining

the information and documents required by law in relation to the implementation procedures on tax exemption, including but not limited to, assistance in obtaining a proper tax registration certificate issued by the competent tax authorities of the country of which the SUBCONTRACTOR is tax resident. SUBCONTRACTOR shall be liable for the accuracy and lawfulness of the information and documents that provided to CONTRACTOR.

- 11.1.5 SUBCONTRACTOR agrees to observe all laws, rules and regulations of Vietnam relating to taxes and duties, including income taxes, and including, if applicable, the filing of returns, assessment of tax and keeping and showing of books and records.
- 11.1.6 When requested by CONTRACTOR, SUBCONTRACTOR shall provide evidence that it has paid all personal income tax due on remuneration paid to SUBCONTRACTOR's employee. In the event that CONTRACTOR determines, or has reason to believe, that SUBCONTRACTOR has not met its obligations in this regard, CONTRACTOR shall advise SUBCONTRACTOR accordingly in writing. In such case, any payment otherwise due to SUBCONTRACTOR may be withheld by CONTRACTOR until SUBCONTRACTOR provides satisfactory evidence that it has fulfilled such obligations.
- 11.1.7 SUBCONTRACTOR shall protect and indemnify and hold the CONTRACTOR and any CONTRACTOR's Affiliate harmless against any and all liability and claims of whatsoever nature resulting from SUBCONTRACTOR's failure to pay such taxes, levies and duties referred to in above Clauses 11.1.1, 11.1.2 and 11.1.3.
- 11.1.8 If the CONTRACTOR receives a notice requiring it to pay any levies, charges contributions and taxes of the type referred to in this Article 11.1 and/or any interest or penalty thereon whether with respect to the SUBCONTRACTOR, any Sub-subcontractor or any other person employed by them or providing any services to them on or in connection with the Contract, the CONTRACTOR shall forthwith notify the SUBCONTRACTOR who shall work with the CONTRACTOR to make all reasonable endeavors to make any valid appeal against such payment. In the event that the CONTRACTOR is ultimately required to make such payment, the CONTRACTOR may recover from the SUBCONTRACTOR any such sums and all reasonable costs incurred in connection therewith and the SUBCONTRACTOR shall within thirty (30) days of receiving written notice from CONTRACTOR pay to the CONTRACTOR any such sum or CONTRACTOR shall be entitled to deduct such sums from any monies due, or which may become due, to the SUBCONTRACTOR.

(End of Article)

ARTICLE 12: LIABILITIES AND INDEMNITY

12.1 Loss or Damage Suffered by the CONTRACTOR

SUBCONTRACTOR shall be solely responsible for and shall indemnify, defend, and hold the CONTRACTOR free and harmless from any liabilities, demands, debts, damages, losses, causes of action, suits, expenses (including legal expenses) and costs arising out of or in connection with injury to or death of any Personnel, or loss or damage to property and equipment of the SUBCONTRACTOR, its Subcontractors, or agents, in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the SERVICE howsoever caused, whether by negligence or otherwise, even if caused by the negligence of CONTRACTOR.

12.2 Loss or Damage Suffered by SUBCONTRACTOR

CONTRACTOR shall be solely responsible for and shall indemnify, defend, and hold SUBCONTRACTOR free and harmless from any liabilities, demands, debts, damages, losses, causes of action, expenses (including legal expenses) and costs arising out of or in connection with injury to or death of any of the CONTRACTOR's employees, or loss or damage to property and equipment of the CONTRACTOR in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the SERVICE by SUBCONTRACTOR, its Subcontractors or Personnel howsoever caused, whether by negligence or otherwise, even if caused by the negligence of SUBCONTRACTOR, its Subcontractors or Personnel.

12.3 Loss or damage suffered by Third Parties

SUBCONTRACTOR shall be responsible for and indemnify, defend and hold the CONTRACTOR free and harmless from any liabilities, demands, debts, damages, losses, causes of action, suits, expenses (including legal expenses) and costs of every kind and nature resulting from personal injury, including fatal injury and disease to, or loss of or damage to the property of Third Parties arising out of or in connection with the performance of this Contract to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SUBCONTRACTOR, its Subcontractors or Personnel.

CONTRACTOR shall be responsible for and indemnify, defend and hold the SUBCONTRACTOR free and harmless from any liabilities, demands, debts, damages, losses, causes of action, suits, expenses (including legal expenses) and costs of every kind and nature resulting from personal injury, including fatal injury and disease to, or loss of or damage to the property of Third Parties arising out of or in connection with the performance of this Contract to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SUBCONTRACTOR, its Subcontractors or Personnel.

12.4 Willful Misconduct

Without prejudice to the provisions of clause 12.6 (Consequential Losses) but notwithstanding any other provision of this Contract, in particular the indemnity and hold

harmless provisions, the SUBCONTRACTOR shall be liable for its Willful Misconduct including any intentional disregard of any provision of this Contract or of any program of SERVICE to be carried out under this Contract by SUBCONTRACTOR, its Subcontractors or Personnel. It shall not include any act or omission or any error of judgement or mistake made by any of such SUBCONTRACTOR, its Subcontractors or their Personnel in the exercise in good faith of any function, authority or discretion conferred upon the SUBCONTRACTOR.

12.5 Patent Indemnification

(a) SUBCONTRACTOR shall defend, indemnify, and hold CONTRACTOR harmless from and against any claims whatsoever arising from or in any manner related to infringement of patents or the improper use of other proprietary rights that may occur in connection with SUBCONTRACTOR's performance of the SERVICE and the ownership or use of the SUBCONTRACTOR's Supply, unless such infringement or improper use is at the direction of CONTRACTOR and not otherwise contemplated hereunder. SUBCONTRACTOR shall have sole authority for the control of the defense of any such claims.

(b) Furthermore, if any such claim does or might materially impair SUBCONTRACTOR's performance of the SERVICE or continued operations, then SUBCONTRACTOR shall, at its own expense, expeditiously procure the right to continue its performance of the SERVICE so as not to impair its ability to achieve Provisional Acceptance by the Guaranteed Completion Date.

(c) CONTRACTOR shall notify SUBCONTRACTOR in writing as soon as CONTRACTOR receives notice of any claims of infringement of patents or other proprietary rights occurring in connection with SUBCONTRACTOR's performance of the SERVICE. In turn, SUBCONTRACTOR shall promptly notify CONTRACTOR in writing of any claims that SUBCONTRACTOR may receive alleging infringement of patents or other proprietary rights and that may affect SUBCONTRACTOR's performance of the SERVICE.

(d) CONTRACTOR may, on a case-by-case basis, approve SUBCONTRACTOR's use of terms and conditions for procurement of Reimbursable Work with provisions differing from those set out above in this ARTICLE 12.5 in respect of patent indemnification. In such event, SUBCONTRACTOR's obligations under this ARTICLE 12.5 in respect of such items of Reimbursable Work shall be limited to and shall in no event exceed those of the particular Subcontractor or Supplier pursuant to such CONTRACTOR-approved terms and conditions.

12.6 Consequential Loss

(a) Notwithstanding anything to the contrary expressed or implied elsewhere in the Contract, no member of SUBCONTRACTOR shall be liable to any member of CONTRACTOR in any action for special, incidental or consequential losses or

damages (whether arising directly or indirectly, immediately or otherwise) resulting from or arising out of the performance or non-performance of this Contract (“Consequential Losses”) suffered by any member of CONTRACTOR. Notwithstanding anything to the contrary expressed or implied elsewhere in the Contract, no member of CONTRACTOR shall be liable to any member of SUBCONTRACTOR in any action for Consequential Losses suffered by any member of SUBCONTRACTOR. Without prejudice to the generality of any of the foregoing provisions of this ARTICLE 12.6(a), Consequential Losses shall include:

- (i) loss or deferment of revenue, use, production or profit (whether actual or anticipated);
- (ii) loss or escape of product (processed or unprocessed hydrocarbons);
- (iii) loss of or damage to mineral reservoirs;
- (iv) hydrocarbon production, processing, storage or export facilities downtime (whether partial or complete);
- (v) loss of hole;
- (vi) damage to or loss of downhole/in-hole tubing and equipment;
- (vii) losses associated with business interruptions including wasted overheads and loss of anticipated savings;
- (viii) loss of bargain, contract, expectation or opportunity;
- (ix) any loss, claim or expense that arises out of or is connected with the sale, disposal, exchange or use of, or the transportation or processing of, any production; and
- (x) any increase in operating or other costs,

however same may be caused and regardless of any Wilful Misconduct, negligence, breach of duty (statutory or otherwise), other fault or strict liability of the member of SUBCONTRACTOR, or CONTRACTOR, that is relieved of liability hereunder.

- (b) CONTRACTOR shall defend, indemnify and hold harmless SUBCONTRACTOR from and against any claims made or causes of action brought by any member of CONTRACTOR for Consequential Losses. SUBCONTRACTOR shall defend, indemnify and hold harmless CONTRACTOR from and against any claims made or causes of action brought by any member of SUBCONTRACTOR for Consequential Losses.

12.7 Pollution

CONTRACTOR shall indemnify, defend and hold SUBCONTRACTOR, its employees, agents and Subcontractors harmless from liability for pollution resulting from fire, explosion, well out of control, escape of product from any facilities as a result of WORKS hereunder; provided however, that if such pollution is the result of the Gross Negligence or willful act or omission of SUBCONTRACTOR, its employees, agents or Sub-contractors, then in such instance SUBCONTRACTOR will indemnify and hold harmless CONTRACTOR and its Co-Venturers from and against such liability resulting from

pollution and will reimburse CONTRACTOR for costs incurred or payments made by CONTRACTOR to control or clean up the pollutant or as compensation for payments made by CONTRACTOR for damage suffered by others.

SUBCONTRACTOR shall protect, indemnify and hold CONTRACTOR and its Affiliated and associated companies and their stockholders, directors, agents, employees and representatives of each harmless from and against all liabilities for any pollution emanating from SUBCONTRACTOR's Equipment and/or property and equipment in its care, custody and control for which SUBCONTRACTOR is responsible (other than WORKS) howsoever caused and shall reimburse SUBCONTRACTOR for costs incurred or payment made by SUBCONTRACTOR to control or clean up the pollution or as compensation for payments made by SUBCONTRACTOR for damage suffered by others.

This ARTICLE 12 shall continue in effect and survive notwithstanding any termination or expiry of this Contract.

(End of Article)

ARTICLE 13: INSURANCE

13.1 SUBCONTRACTOR shall carry and maintain in full force throughout the duration of the contract the following insurances with companies satisfactory to CONTRACTOR. Nothing contained herein shall serve in any way to limit or waive SUBCONTRACTOR's responsibility under the contract. The insurances to be carried by SUBCONTRACTOR are as follows:

- 13.1.1 Employers Liability, Workmen's Compensation and Occupational Disease Insurance, including an Alternative Employer endorsement (where applicable) to the minimum value required by any applicable legislation. Where a limit of Employers Liability can be purchased or stated it should be in an amount not less than One Million US Dollars (US\$1,000,000) per occurrence or the legal minimum, whichever is the greater
- 13.1.2 Professional Indemnity insurance: covering all liabilities, losses, claims, damages, and expenses arising out of or in connection with the negligent performance of professional services under this Contract. The policy shall have a minimum limit of indemnity of CONTRACT PRICE per occurrence and in the aggregate for the contract period. Validity of insurance policies is from the signing date of the CONTRACT to the ended of Follow on Engineering period.
- 13.1.3 Comprehensive General Liability Insurance covering all operations hereunder against bodily injury, death, loss or property damage for an amount of at least US\$5,000,000 (five million United States Dollars) for any one occurrence and unlimited as to the number of claims in the period of insurance. Such insurance shall include contractual liability coverage.

- 13.1.4 Any other insurances which may be relevant and/or necessary and/or as may be required by any law(s) to which the SUBCONTRACTOR and/or its Sub-contractors are subject.
- 13.2 SUBCONTRACTOR shall cause CONTRACTOR, its Co-Venturers and their parent companies, subsidiaries, affiliates, consultants and their respective agents, officers and employees to be included as additional assured and covered by all insurances as stipulated in ARTICLES 13.1.3 and 13.1.5 with respect to the operations conducted under this contract.
- 13.3 All other insurances where CONTRACTOR, and its Co-Venturers and their parent companies, subsidiaries, affiliates, consultants and their respective agents, officers and employees are not named as additional assured, SUBCONTRACTOR shall include a waiver of all expressed or implied rights of subrogation against such parties and their respective employees, servants and agents.
- 13.4 CONTRACTOR shall further cause the insurances as stipulated in ARTICLES 13.1.3 and 13.1.5 herein to contain a "severability-of interests" (Cross Liability) Clause providing that in the event of one insured party incurring liability to any of the other insured parties, the insurance shall apply for the benefit of the insured parties against whom claim is or may be made in the same manner as if separate policies had been issued to each party.
- 13.5 All deductibles applicable to the insurances as stipulated in ARTICLES 13.1 herein shall be for the account of and be paid by the SUBCONTRACTOR.
- 13.6 Not later than fourteen (14) calendar days prior to the commencement of SERVICES, SUBCONTRACTOR shall furnish to CONTRACTOR Certificates of Insurances evidencing that insurances stipulated in ARTICLE 13.1 have been effected, including evidence that premium payment which shall be stamped thereof have been fully paid. Renewal and/or extension of such certificates of insurances shall be furnished to CONTRACTOR as and when applicable. Certified renewal documents including evidence of premium payment thereof shall be forwarded to CONTRACTOR not less than fourteen (14) calendar days prior to the expiry thereof.
- 13.7 The furnishing of Certificates of Insurances shall not be interpreted as implying that CONTRACTOR assumes responsibility for the correctness of such documents or that the SUBCONTRACTOR has complied with its other obligations contained in the contract.
- 13.8 Should SUBCONTRACTOR at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be canceled, CONTRACTOR shall have the right to procure such insurance and, in such event, any sum so paid by CONTRACTOR shall immediately become due and payable to CONTRACTOR by SUBCONTRACTOR or CONTRACTOR shall be entitled to deduct such sums from

any monies due or which may become due to SUBCONTRACTOR in addition to any other remedies CONTRACTOR may have under this contract.

- 13.9 SUBCONTRACTOR shall notify CONTRACTOR immediately upon receipt of any notice of claims, incidents or demands of any situation which may give rise to such claims or demands being made under the said policies. Written notice shall be given not later than two (02) working days after the occurrence of any accident. However, for serious accidents (including but not limited to death or serious injuries) notice shall be given immediately and confirmed in writing.
- 13.10 SUBCONTRACTOR shall ensure that its Sub-Contractors maintain similar insurance coverage as specified herein and that its Sub-Contractors similarly indemnify and hold CONTRACTOR harmless against all costs, claims and demands. Any deficiencies in the coverage or policy limits of Sub-Contractor's insurance shall be the sole responsibility of SUBCONTRACTOR.
- 13.11 SUBCONTRACTOR and its Subcontractor shall not commence the shipment of equipment or materials or commence WORKS until all of the insurance that SUBCONTRACTOR is required to provide are in force.

(End of Article)

ARTICLE 14: SUBCONTRACTOR'S PERSONNEL

- 14.1 The list of SUBCONTRACTOR's PERSONNEL together with their Curriculum Vitae who are engaged in the SERVICES are listed in APPENDIX 1.9 – DE Organization Chart and key personnel of this CONTRACT and provided hereto.
- 14.2 All SUBCONTRACTOR's PERSONNEL that take part in the SERVICES shall be subject to CONTRACTOR's and COMPANY'S acceptance and approval and shall meet the following criteria as minimum requirements for SUBCONTRACTOR's PERSONNEL in Technical requirement and the requirement of project.
- Key PERSONNEL shall not be removed or replaced without prior APPROVAL, which shall not be unreasonably withheld or delayed. Any replacement shall work with the person to be replaced for a reasonable handover period at no additional cost to CONTRACTOR. Key PERSONNEL shall be assigned solely to the SERVICE. Notwithstanding the foregoing, SUBCONTRACTOR may replace Key PERSONNEL without prior APPROVAL in the event of illness, injury or other incapacity of Key PERSONNEL provided it shall as soon as practicable thereafter obtain APPROVAL.
- 14.5 The SUBCONTRACTOR shall ensure that SUBCONTRACTOR's PERSONNEL continue to perform the part of the SERVICES assigned to them as long as necessary to achieve the execution program of the PROJECT. The SUBCONTRACTOR shall not replace any of its personnel, unless the replacement is approved by the CONTRACTOR.
- 14.6 The SUBCONTRACTOR shall replace any of SUBCONTRACTOR's PERSONNEL at the request of the CONTRACTOR and at its own cost if in CONTRACTOR's reasonable opinion, the person is incompetent, of poor health or incorrect conduct to carry out the SERVICES. In the event that CONTRACTOR requires any of SUBCONTRACTOR's PERSONNEL to be replaced CONTRACTOR shall notify SUBCONTRACTOR of such in writing.
- 14.7 The replacement person shall be competent and qualified to perform the SERVICES and acceptable to the CONTRACTOR. The SUBCONTRACTOR shall send the Curriculum Vitae of substitute personnel to the CONTRACTOR for approval as soon as possible after receiving such a request, and not later than three (3) days or such longer time as may be reasonably agreed by CONTRACTOR.
- 14.8 The CONTRACTOR shall review the CV of the replacement candidate and grant approval within five (5) working days.
- 14.9 The SUBCONTRACTOR shall replace such personnel as quickly as possible and not later than five (05) working days after receiving CONTRACTOR's approval on the proposed replacement candidate.

(End of Article)

ARTICLE 15: REVIEW AND APPROVAL DOCUMENT OF DETAILED ENGINEERING

- 15.1 All DOCUMENTS prepared by the SUBCONTRACTOR under this CONTRACT shall be sent to CONTRACTOR for review and approval as per detail engineering schedule and in accordance with the APPENDIX 1 – Appendix 1.3 - The minimum Detailed Engineering Deliverables (hereinafter refer to “Deliverables”) to review and approve.
- 15.2 SUBCONTRACTOR shall deliver each tranche of Deliverables to CONTRACTOR accompanied by a transmittal (via E-mail/Electronic Document management system – EDMS and Courier), CONTRACTOR shall sign the transmittal and return a signed copy to the SUBCONTRACTOR by E-mail/EDMS.
- 15.3 After receipt of each of Deliverables, CONTRACTOR shall review the documents and return comments to SUBCONTRACTOR within 10 working days (10 days for IFR documents, 05 working days for IFA, IFB, AFC documents). If more review time is needed, the SUBCONTRACTOR shall be advised accordingly, including adjustment of the delivery date for FINAL DOCUMENTS.
- 15.4 CONTRACTOR will acquire Vendor Data from any and all vendors and will transmit appropriate Vendor Data to SUBCONTRACTOR, as it becomes available. However, SUBCONTRACTOR will not be delayed in issuing of the FINAL DOCUMENT due to any late delivery of Vendor Data. SUBCONTRACTOR will incorporate Vendor Data that has been supplied by CONTRACTOR into the project documents when it becomes available up until the time that the PROJECT has been commissioned. After that SUBCONTRACTOR will have no further responsibility to modify, rework, revise or update any PROJECT documents.
- 15.5 When all DOCUMENTs as per EMDR are approved AFC and vendor data are incorporated and final approved by COMPANY/CA with wet signature, parties will sign the ACCEPTANCE PROTOCOL.
- 15.6 After the PROJECT has been commissioned successfully for the first gas (**tentative**), SUBCONTRACTOR will hand deliver the FINAL DOCUMENTS package to CONTRACTOR and arrange a meeting (if any) for FINAL DOCUMENT approval, and if the FINAL DOCUMENTS is approved by CONTRACTOR/COMPANY, CONTRACTOR will issue an **CONTRACT COMPLETION CERTIFICATE** to SUBCONTRACTOR signed by COMPANY, CONTRACTOR and SUBCONTRACTOR within 60 days after receipt of FINAL DOCUMENTS.
- 15.7 The issuance of CERTIFICATE OF COMPLETION shall not release the SUBCONTRACTOR’s responsibilities for the Warranty Period.
- 15.8 The SUBCONTRACTOR shall:

- Provide assistance to CONTRACTOR and CONTRACTOR's personnel to ensure their attendance to relevant inspection/review and approval meetings required under the CONTRACT, SUBCONTRACTOR will not be held responsible if any of CONTRACTOR's personnel are unable to obtain entrance visas,
 - Provide assistance to the CONTRACTOR's personnel during their stay and travel in SUBCONTRACTOR's country, where the SUBCONTRACTOR's engineering head office is located,
 - Provide assistance to CONTRACTOR and CONTRACTOR's personnel to arrange accommodation, meals, health care insurance, local transportation; facilities, communications, tools and instruments, living allowances, materials, consumables, and electricity as may be required by the CONTRACTOR.
- 15.9 At SUBCONTRACTOR's cost, SUBCONTRACTOR shall provide offices space and facilities for CONTRACTOR/COMPANY's personnel for review engineering documents and/or meetings required under the CONTRACT where the SUBCONTRACTOR's engineering head office is located.
- 15.10 During the normal working hours of the SUBCONTRACTOR, CONTRACTOR's representatives shall be permitted to inspect the SERVICES and activities of work related to the CONTRACT, and to interview the SUBCONTRACTOR's PERSONNEL engaged in the SERVICES, provided such inspections are not disruptive to SUBCONTRACTOR's on-going business operations.
- 15.11 The approval of the CONTRACTOR will not release the SUBCONTRACTOR from its liabilities under this CONTRACT, other than for liquidated damages associated with any schedule impacts resulting from additional review time.
- 15.12 For the purpose of this Article, CONTRACTOR's Representative shall be assigned and empowered to:
- a) supervise the process of making and processing the DOCUMENTS;
 - b) have the right to question and to receive from the SUBCONTRACTOR any and all information concerning the DOCUMENTS and/or the SERVICES performance;
 - c) request the SUBCONTRACTOR to make available all necessary documentation, including drafting, technical catalogues, international codes & standards relating to the DOCUMENTS and/or the SERVICES performed for assessment, review and approval by the CONTRACTOR.

(End of Article)

ARTICLE 16: REPORTS AND MEETINGS

- 16.1 The SUBCONTRACTOR shall, within seven (7) working days of EFFECTIVE DATE, submit for the CONTRACTOR's review and agreement a project execution plan for the delivery and completion of the SERVICES (hereinafter referred to as "Project Execution Plan") to meet the completion date stated in the Project Master Schedule included in APPENDIX 5 – CONTRACT SCHEDULE).
- 16.2 The SUBCONTRACTOR shall submit to the CONTRACTOR weekly progress reports.
- 16.3 Meetings between the CONTRACTOR's and the SUBCONTRACTOR's representatives shall be held at times agreed by both PARTIES. Minutes of meetings shall be kept by SUBCONTRACTOR and copies of these minutes shall be promptly distributed to the PARTIES
- 16.5 Notwithstanding any provisions herein above, CONTRACTOR reserves the right to hold a meeting, which is deemed necessary by CONTRACTOR to discuss and expedite the performance of the SERVICES by the SUBCONTRACTOR. All costs and expenses incurred regarding the meeting arrangements shall be on the SUBCONTRACTOR's account, other than international mobilization the costs which, if required, shall be paid as follows:
- ☐ For the SERVICES, SUBCONTRACTOR will mobilize its representative to attend any meetings in Vietnam or other international location outside SUBCONTRACTOR office. SUBCONTRACTOR shall pay all of its own travel and subsistence costs, for mobilizations during the performance of the SERVICES.
 - ☐ The mobilizations that may be required of SUBCONTRACTOR, as outlined above, is also included the mobilization for delivery of the FINAL DOCUMENT and signing the CERTIFICATE of COMPLETION.
- 16.6 Reports and meeting shall be as requirement in APPENDIX 1.

(End of Article)

ARTICLE 17: FORCE MAJEURE

- 17.1 If any PARTY hereto is prevented, hindered or delayed from or in performing its obligations hereunder as a result of Force Majeure, such prevention or delay shall not be considered as a breach to this CONTRACT and that PARTY shall be relieved from its obligations for the duration of such Force Majeure, provided however that there is a direct relation between such prevention or delay and Force Majeure.
- 17.2 The term "Force Majeure" as used herein shall mean any event or cause which is unpredictable, sudden, insurmountable and beyond the reasonable control of the PARTIES

- hereto such as; but not limited to, epidemic, flood, explosion, fire, lightning, earthquake or any other acts of God, war declared or not, riot, civil disturbance, strike, government orders or decisions or administrative measures of whatever nature or description.
- 17.3 If either PARTY is prevented or delayed from or in performing any of its obligations under this CONTRACT by Force Majeure, then as soon as possible but not later than five (5) calendar days from the date of the event causing Force Majeure the effected PARTY shall notify the other PARTY of the circumstance(s) constituting the Force Majeure and of the performance obligations which are thereby delayed or affected. Certification of Force Majeure event(s) by a competent body and the PARTY giving the notice shall thereupon be excused from the performance or punctual performance, as the case may be, of such obligations for so long as the circumstance(s) of prevention or delay may continue.
- 17.4 In the event of Force Majeure, the PARTIES shall do their utmost to remedy the situation as quickly as possible. Performance obligations by the PARTY affected by Force Majeure shall be resumed forthwith right after the event giving rise to Force Majeure is resolved or removed. The PARTY affected by FORCE MAJURE must then give notice to the PARTY suffering as a result of the Force Majeure event within seven (7) calendar days from the date of Force Majeure resolution or removal.
- 17.5 In the event that Force Majeure circumstances continue for more than thirty (30) days from the date on which the Force Majeure event was first notified by the affected PARTY, either PARTY shall have the right to terminate this CONTRACT in whole or in part with effect at the date at which the appropriate written notice of termination has been received by the other PARTY without indemnification of any losses.
- 17.6 The following events, acts, facts or circumstances shall not be considered as Force Majeure applicable to the SUBCONTRACTOR:
- (a) late delivery of materials and equipment caused by congestion at SUBCONTRACTOR's or its sub-contractors' plant, premises or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; or
 - (b) late performance by SUBCONTRACTOR and/or its sub-contractors caused by unavailability of equipment, supervisors, or labors, inefficiencies or similar occurrences; or
 - (c) mechanical breakdown of any item of SUBCONTRACTOR's EQUIPMENT and/or its SUB-CONTRACTORS' equipment, plant, or machinery; or
 - (d) financial distress of SUBCONTRACTOR and/or its sub-contractors; or
 - (e) cumulative effect of recurring weather over time, including but not limited to excessive cumulative rainfall, swell and/or period of high relative humidity.
 - (f) The SUBCONTRACTOR's difficulties such as shortages of materials, electric power, labor, equipment, tools, utilities, consumables or other things required for the SERVICES;

(g) Results of any acts, omissions, default, failure, negligence or delays of the SUBCONTRACTOR; and

(h) Change in law; and

(i) Adverse economic consequences or any lack of financial or technical resources;

(End of Article)

ARTICLE 18: DEFAULT OF SUBCONTRACTOR

18.1 Occurrence of any of the following events shall be deemed a default by SUBCONTRACTOR under the CONTRACT:

(a) Any attempted transfer, novation or assignment by SUBCONTRACTOR under the CONTRACT without the prior written APPROVAL of CONTRACTOR; or

(b) The making by SUBCONTRACTOR of an assignment for the benefits of creditors, the filing by or against SUBCONTRACTOR of a petition in bankruptcy or for corporate re-organization, or the appointment of a receiver or trustee for SUBCONTRACTOR or the properties of SUBCONTRACTOR; or

(c) Failure of SUBCONTRACTOR to satisfy within thirty (30) days of its entry, any legal judgment upon which execution is possible or the attachment of any general liens against the real or personal property of SUBCONTRACTOR; or

(d) If SUBCONTRACTOR is incompetent or has acted in a manner prejudicial to CONTRACTOR's best interest; or

(e) If SUBCONTRACTOR has failed to perform the SERVICE or part thereof, in a diligent, skillful and professional manner and in accordance with good industry practice as required herein, or failed to comply with CONTRACTOR's safety or other rules or regulations, or has produced sub-standard SERVICE, or where the SERVICE supplied are defective, or has failed to adhere to any of its duties and obligations under the CONTRACT; or

(f) If SUBCONTRACTOR failed to commence the SERVICE as directed by CONTRACTOR or suspends the SERVICE without CONTRACTOR's prior APPROVAL or abandons the performance of the SERVICE; or

(g) If SUBCONTRACTOR or its Sub-Subcontractors persistently neglect or repeatedly fail to carry out their obligations under the CONTRACT; or

(h) If SUBCONTRACTOR has failed to comply with CONTRACTOR's Health Safety and Environment (HSE) provisions under the CONTRACT or applicable laws and regulations pursuant to APPENDIX 1 or;

(i) Failure by SUBCONTRACTOR to submit the requisite performance guarantees and insurances pursuant to ARTICLE 9 – PERFORMANCE GUARANTEE; or

- (j) If SUBCONTRACTOR has, in the opinion of CONTRACTOR, furnished false and/or misleading records and/or has made a representation and/or warranty that was incorrect at the time of communication to CONTRACTOR; or
 - (k) Failure to maintain any joint venture agreement with SUBCONTRACTOR's associate or partner which was executed prior to award of the CONTRACT (if any) or;
- 18.2 If SUBCONTRACTOR is in default, CONTRACTOR shall notify SUBCONTRACTOR in writing of any default and SUBCONTRACTOR shall within a period of seven (7) days (date of notice included), or any other period deemed appropriate by CONTRACTOR as set out within its notification of default, commence and/or complete the appropriate or requisite corrective actions.
- 18.3 In the event that SUBCONTRACTOR fails to commence or complete rectification of the notified default within the notice period as defined within Sub-Article 18.2 hereinabove and without prejudice to any other rights it may have, CONTRACTOR reserves the right to:
- (a) withhold any payments due to SUBCONTRACTOR pursuant to ARTICLE 10. – INVOICING AND PAYMENTS; and/or
 - (b) enforce the performance guarantees pursuant to ARTICLE 9 – PERFORMANCE BOND; and/or
 - (c) suspend the SERVICE (full or partial) pursuant to ARTICLE 19 – SUSPENSION OF CONTRACTOR; and/or
 - (d) terminate the CONTRACT in accordance with the provisions of ARTICLE 20 – TERMINATION of the CONTRACT.

ARTICLE 19: SUSPENSION OF THE SERVICES

- 19.1 CONTRACTOR shall have the right at any time and from time to time to suspend all or part of the SERVICES by written notice to SUBCONTRACTOR or by verbal instruction followed up forthwith by written notice, for the following reasons:
- (a) a Force Majeure occurrence as defined within ARTICLE 17 - FORCE MAJEURE;
 - (b) upon the occurrence of SUBCONTRACTOR's default pursuant to ARTICLE 18 – DEFAULT OF SUBCONTRACTOR; or
 - (c) Instruction of suspension from COMPANY;
 - (d) for any other reason as deemed fit by CONTRACTOR.
- 19.2 Upon receipt of any such written notice (or verbal instruction), CONTRACTOR shall, unless instructed otherwise:
- a) discontinue the SERVICE or the part of the SERVICE detailed in the notice, on the date and to the extent specified; and
 - b) secure and protect the SERVICE or part thereof as required by CONTRACTOR.

- 19.3 Upon receipt of the notice of suspension pursuant to Sub-Article 19.2, SUBCONTRACTOR shall perform the following on the effective date of the suspension:
- (a) cease performance of the suspended part of the SERVICE whilst continuing with performance of the SERVICE not affected by the suspension in full compliance with the CONTRACT;
 - (b) unless otherwise instructed by CONTRACTOR, SUBCONTRACTOR shall during any such suspension maintain its staff, labour and SUBCONTRACTOR'S EQUIPMENT on or near the WORKSITE(S) and otherwise ready to resume the SERVICE upon receipt of CONTRACTOR's further instructions; or
 - (c) where expressly instructed by CONTRACTOR's notice of suspension, remove SUBCONTRACTOR's EQUIPMENT and SUBCONTRACTOR's personnel not required during the period of suspension from the affected WORKSITE(S).
- 19.4 SUBCONTRACTOR shall take all actions necessary to preserve, maintain and safeguard the suspended SERVICE including SERVICE already in progress. This shall include all materials, drawings, documentation, equipment and supplies in transit and at the WORKSITE, including any CONTRACTOR supplied materials or equipment, against any deterioration, loss or damage and shall minimize all costs to CONTRACTOR and SUBCONTRACTOR resulting from such suspension.
- 19.5 SUBCONTRACTOR shall comply with CONTRACTOR's instructions with respect to all activities in connection with any suspension of the SERVICE, or part thereof.
- 19.6 Neither CONTRACTOR nor SUBCONTRACTOR shall be liable to the other PARTY for loss of anticipated profits or consequential loss sustained on account of any suspension of the SERVICE or part thereof.
- 19.7 CONTRACTOR may at any time authorize resumption of all or any part of the suspended SERVICE by giving notice to SUBCONTRACTOR specifying the SERVICE to be resumed and the effective date of withdrawal of suspension. Upon receipt of such instruction, SUBCONTRACTOR shall resume the SERVICE in accordance with CONTRACTOR's instruction. Notwithstanding, the aforementioned, either PARTY may request for a joint examination to the scope of SERVICE affected by such suspension. SUBCONTRACTOR shall resume the SERVICE no late than ten (10) calendar days after receipt of such notice, or as otherwise instructed by CONTRACTOR.
- 19.8 SUBCONTRACTOR shall comply with CONTRACTOR's instructions with respect to all activities in connection with any suspension of the Scope of WORK or part thereof. Compensation for suspension shall only be limited to actual and reasonable expenses for the purpose of maintaining and safeguarding the SERVICE during the period of suspension.

- 19.9 SUBCONTRACTOR shall keep full and detailed records of all costs in respect of any suspension of the SERVICE. Such records shall be open to inspection by CONTRACTOR at all reasonable times. SUBCONTRACTOR shall provide such regular reports to CONTRACTOR as CONTRACTOR may reasonably request, which reports shall include details of cumulative costs to date and forecast costs for the entire estimated period of suspension.
- 19.10 SUBCONTRACTOR shall invoice CONTRACTOR on a monthly basis for such costs incurred and shall provide reasonable documentary proof to establish the basis of SUBCONTRACTOR's calculations of cost. The principle upon which the incurred costs shall be calculated shall be that of reasonable and actual expenses without any provision whatsoever for overhead and profit being included in any compensation payment made to SUBCONTRACTOR by CONTRACTOR.
- 19.11 SUBCONTRACTOR shall not be compensated for expenses that result from suspension of SERVICE due to safety, health, fire protection, environmental protection, security regulation reasons or SUBCONTRACTOR's default.

(End of Article)

ARTICLE 20: TERMINATION

- 20.1 The CONTRACTOR has the right to terminate the CONTRACT for any of the following reasons:
- 20.1.1 Convenience: The CONTRACTOR may terminate this CONTRACT for its convenience at any time and without giving any reason thereof by giving thirty (30) days advance written notice to the SUBCONTRACTOR.
- 20.1.2 Force Majeure: If Force Majeure circumstances continue for more than thirty (30) calendar days, the CONTRACTOR shall have the right to terminate this CONTRACT in whole or in part with effect at the date at which the appropriate written notice of termination has been received by the SUBCONTRACTOR.
- 20.1.3 Default: In the event of substantial material breach by the SUBCONTRACTOR of the terms or conditions of this CONTRACT, the CONTRACTOR shall be entitled to terminate the CONTRACT with immediate effect.
- 20.1.4 Insolvency: The SUBCONTRACTOR voluntarily or otherwise enters into dissolution, liquidation or into any other proceedings including bankruptcy or insolvency proceedings or makes any arrangements or other composition with its creditors or takes or suffers any similar consequences or action in consequence of debt or any equivalence of the above occurs under the laws of any country governing the SUBCONTRACTOR.

- 20.2 In the case of termination of CONTRACT by the CONTRACTOR for convenience pursuant to Article 20.1.1 the CONTRACTOR shall pay the SUBCONTRACTOR for all actual costs and expenses for the SERVICES provided up to and including the date of termination.
- 20.3 In the case of termination of the CONTRACT pursuant to Articles 20.1.3 and 20.1.4 the SUBCONTRACTOR shall not be entitled to receive any further payment or compensation from the CONTRACTOR. Furthermore, subject to Article 12.1.3, the SUBCONTRACTOR shall be liable for any extra costs incurred by the CONTRACTOR in obtaining completion of that part of the SERVICES, which remained incomplete as at the date of termination.
- 20.4 Termination of the CONTRACT by the CONTRACTOR shall not prejudice or affect any other rights the CONTRACTOR may have under this CONTRACT. Upon termination, the SUBCONTRACTOR shall:
- 20.4.1 use its best endeavors to minimize any and all costs to be borne by the CONTRACTOR as a result of or arising in connection with said termination;
 - 20.4.2 co-operate closely with the CONTRACTOR and in good faith in taking all necessary actions to wind up in a proper manner the activities of the SUBCONTRACTOR as expeditiously, efficiently and economically as possible; and
 - 20.4.3 deliver to the CONTRACTOR all DOCUMENTS produced by the SUBCONTRACTOR up to the date of termination regardless of their stage of completion together with inventories thereof.

(End of Article)

ARTICLE 21: AUDIT

- 21.1 The SUBCONTRACTOR shall maintain proper, accurate and systematic books of account, invoice records, documents and other evidence pertaining to SERVICES in accordance with generally accepted international accounting principles and agrees to make available at all times any such books of account, invoice records, documents or other evidence, insofar as they relate to the calculation of the compensation and the performance of SERVICES, for inspection, audit or reproduction by the CONTRACTOR.
- 21.2 The SUBCONTRACTOR shall preserve and maintain such records in order that they may be available to the CONTRACTOR for a period of five (5) years from the date of the completion or termination of this CONTRACT. The SUBCONTRACTOR shall provide the CONTRACTOR's Representative or other person nominated by the CONTRACTOR with reasonable access to all premises, personnel and documents necessary to permit auditing of the SUBCONTRACTOR's quality system.

- 21.3 Any amount by which the total payment by the CONTRACTOR to the SUBCONTRACTOR exceeds the amount due to the SUBCONTRACTOR as shown by the audit shall be returned to the CONTRACTOR.
- 21.4 Right of Audit shall not extend to the make up of lump sums or rates or other aspects of SUBCONTRACTOR's business or to records that are required to be kept confidential by Laws of Vietnam or to records pertaining to SUBCONTRACTOR's other clients.

(End of Article)

ARTICLE 22: WARRANTIES

- 22.1 The SUBCONTRACTOR hereby represents that he is familiar with the requirements of the SERVICES and all matters that can in any way affect its execution. In particular, the SUBCONTRACTOR represents that prior to the EFFECTIVE DATE he shall have had sufficient opportunity to examine and shall have examined the scope of services and as well as the Project Site, its surroundings and the local conditions.
- 22.2 The SUBCONTRACTOR warrants and guarantees that he will perform the SERVICES in accordance with the standards of care and diligence normally practiced by internationally recognized engineering and construction firms in performing the SERVICES for a project of similar nature in existence at the time of performance of the SERVICES.
- 22.3 The SUBCONTRACTOR represents, agrees and guarantees that all parts of the SERVICES shall meet the requirements set forth in this CONTRACT and also that the SERVICES shall be, in the opinion of the CONTRACTOR, first class in every particular and free from defects in design, engineering, materials or workmanship as appropriate to the SERVICES.
- 22.4 The SUBCONTRACTOR warrants and guarantees for the quality, sufficiency, correctness and accuracy of all FINAL DOCUMENTS for the whole validity of the CONTRACT (herein after referred to as the Warranty Period"). The Warranty Period will be cover **twenty-four (24) months from the date of ACCEPTANCE PROTOCOL.**
- 22.5 Notwithstanding any other provisions provided for in this CONTRACT, the SUBCONTRACTOR, at his own expense, shall be fully responsible for making SERVICES by repair, fixing, correction or replacement, with due care and speed, any inaccuracy, miscalculation, error, omission, defect in or damage to the FINAL DOCUMENTS supplied pursuant to this CONTRACT or any part thereof which may appear or occur during the period of the CONTRACT and/or which may be deemed by the CONTRACTOR as latent inaccuracy, miscalculation, error, omission or defect and/or which arises either:
- ☐ from any defective, inaccurate or incorrect engineering or design; or
 - ☐ from any defective, inaccurate or incorrect information or data in the FINAL DOCUMENTS;
 - ☐ from any act, miscalculation or omission of the SUBCONTRACTOR done, miscalculated or omitted during the said Warranty Period and/or before delivery of the FINAL DOCUMENTS; or
 - ☐ from any non-compatibility and/or non-conformity in any way of any design and engineering documents and drawings with the facilities and system of the PROJECT

items and place of PROJECT execution that can be found and claimed to the SUBCONTRACTOR.

- 22.6 All costs incurred in performing such corrective SERVICES shall be at the SUBCONTRACTOR's account.
- 22.7 Upon expiry of the Warranty Period and after all repairs, rectification the SERVICES thereto have been carried out in accordance with the CONTRACT, SUBCONTRACTOR shall notify to CONTRACTOR by way of written notice signifying the completion of the SERVICE and close out the CONTRACT.
- 22.8 CONTRACTOR shall issue a confirmation for the written notice in Article 22.7 where in CONTRACTOR's opinion SUBCONTRACTOR has completed all its obligations under the CONTRACT.

(End of Article)

ARTICLE 23: CONFIDENTIALITY

- 23.1 During and after execution of this CONTRACT, the SUBCONTRACTOR shall hold in strict confidence and not release or divulge this CONTRACT, or any part thereof, together with any and all documents, articles or information which the SUBCONTRACTOR, directly or indirectly acquires from the CONTRACTOR, or has been prepared for the CONTRACTOR by the SUBCONTRACTOR, without the CONTRACTOR's prior written approval except for information which, prior to the time of disclosure, hereunder, is lawfully in the public domain;
- 23.2 The SUBCONTRACTOR shall preserve and use every reasonable effort to ensure its personnel preserve the secrecy of any confidential information.
- 23.3 At the CONTRACTOR's request, the SUBCONTRACTOR shall return all such information to the CONTRACTOR and shall not retain any copies thereof, except one copy for the SUBCONTRACTOR's records.

(End of Article)

ARTICLE 24: COMPUTER DATA

During the execution of this CONTRACT, the SUBCONTRACTOR shall assure the CONTRACTOR has access to the computer programs and computer data developed by the SUBCONTRACTOR for the PROJECT or SERVICES for use by or on behalf of the CONTRACTOR provided that such access shall not cause the SUBCONTRACTOR to be in breach of any license, confidentiality or other agreement.

(End of Article)

ARTICLE 25: INTELLECTUAL PROPERTY AND DOCUMENTS

- 25.1 Title to all documents and the contents thereof furnished to the SUBCONTRACTOR by the CONTRACTOR in connection with this CONTRACT shall remain with the CONTRACTOR and the SUBCONTRACTOR shall return them to the CONTRACTOR upon the completion of SERVICES.
- 25.2 Title to all technical information, drawings, specifications, requisitions, calculations and other documents created and prepared by the SUBCONTRACTOR in connection with SERVICES shall vest in the CONTRACTOR and the CONTRACTOR shall have the right to use said technical information, drawings, specifications, requisitions, calculations and other documents for the purpose of construction, operation, maintenance, repair, revision of or extensions to the PROJECT.
- 25.3 Warranty and Indemnity

The SUBCONTRACTOR warrants that any Intellectual Property supplied by the SUBCONTRACTOR and embodied in or used in connection with SERVICES is the sole property of the SUBCONTRACTOR or the SUBCONTRACTOR is legally entitled to use the Intellectual Property for the provision of SERVICES.

The SUBCONTRACTOR shall indemnify and at all times keep the CONTRACTOR indemnified against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses associated with:

- ☐ the use or exercise of any letter patent or copyright or copyright supplied by the

- SUBCONTRACTOR for its due performance of SERVICES under CONTRACT.
- for any infringement or alleged infringement of letters patent, trademark, design, copyright or other protected rights in respect of any equipment, software, machinery, plant, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the SUBCONTRACTOR (hereinafter collectively referred to as “the Property” under CONTRACT).

(End of Article)

ARTICLE 26: ASSIGNMENT AND SUBCONTRACT

26.1 ASSIGNMENT:

- ☐ The CONTRACTOR at any time shall be entitled to assign, novate or transfer either in whole or in part any of its rights and obligations under this CONTRACT by giving the SUBCONTRACTOR prior written notification thereof.
- ☐ The SUBCONTRACTOR shall not, without prior consent and approval in writing of the CONTRACTOR and COMPANY, have the right to assign any rights or obligations under this CONTRACT or any part thereof and then only on such terms and conditions as notified in writing by the CONTRACTOR, transfer, assign, mortgage, charge or encumber in any way all or any part of SERVICES under the CONTRACT to any other party provided further that such assignment shall not release the SUBCONTRACTOR of its obligations under the CONTRACT and it shall remain jointly responsible together with the assignee(s) for the proper and timely execution of the CONTRACT.
- ☐ The approval of the CONTRACTOR and/or COMPANY as required herein above shall include but not limited to approval of the terms and conditions of such subcontracting, transferring, assignment, mortgaging, charging or encumbering of the whole or any part of the SERVICES.

26.2 SUBCONTRACTING:

26.2.1 SUBCONTRACTOR shall not subcontract the whole of the SERVICES. SUBCONTRACTOR shall not subcontract any part of the SERVICES without prior APPROVAL. SUBCONTRACTOR shall be responsible for the acts or omissions of any sub-SUBCONTRACTOR as fully as if they were the acts or omissions of SUBCONTRACTOR.

26.2.2 CONTRACTOR shall have the right to approve the form of each SUBCONTRACT. SUBCONTRACTOR shall not change any of the sub-SUBCONTRACTORS, or materially vary their SUBCONTRACTS, without prior APPROVAL.

26.2.3 SUBCONTRACTOR shall ensure that each SUBCONTRACT shall provide, inter alia:

- (a) that CONTRACTOR is entitled to require the SUBCONTRACT to be assigned or novated to it;
- (b) for termination by SUBCONTRACTOR in terms consistent with Article 20 (Termination), including for immediate termination of the SUBCONTRACT in the event of termination of all or a relevant part of the SERVICES;
- (c) for suspension by SUBCONTRACTOR in terms consistent with Article 19

(Suspension of the Services), including for suspension in the event of suspension of all or a relevant part of the SERVICES;

- (d) for insurance to be procured by the sub-SUBCONTRACTOR in terms consistent with the provisions of Article 13 (Insurance);
- (e) for rights of audit in terms consistent with the provisions of Article 21 (Audit) which shall be exercisable by CONTRACTOR, CO-VENTURERS and their authorised representatives;

26.2.4 In respect of the WORK performed or the goods, materials or equipment supplied by any SUBSUBCONTRACTOR, if such SUBSUBCONTRACTOR has undertaken towards SUBCONTRACTOR any continuing obligation, SUBCONTRACTOR shall, at the completion of the WORK, notify CONTRACTOR of the continuing obligation and, at the request of CONTRACTOR, shall assign to CONTRACTOR the benefit of that obligation for its unexpired duration.

26.2.5 CONTRACTOR may notify SUBCONTRACTOR in writing that it requires the SUBCONTRACTOR to assign or novate any or all SUBCONTRACTS to CONTRACTOR. Following receipt of such notice, SUBCONTRACTOR shall assign or novate such SUBCONTRACTS to CONTRACTOR forthwith.

(End of Article)

ARTICLE 27: WAIVER

Failure of any PARTY to enforce or insist upon compliance with any of the terms or provisions of this CONTRACT shall not constitute a general waiver or relinquishment of any such terms or provisions and the same shall be and remain at all time in full force and effect.

(End of Article)

ARTICLE 28: AGREED AND LIQUIDATED DAMAGES

28.1 All FINAL DOCUMENTS shall be delivered in full to the CONTRACTOR strictly in accordance with the EMDR included as APPENDIX 1.

28.2 in the event that SUBCONTRACTOR fails to complete the SERVICE as agreed in accordance with the Contract by the CONTRACTOR's required Completion Dates with Key Milestones provided in Article 28.5 and as such dates may have been adjusted by Change Order/Variation, SUBCONTRACTOR shall compensate the liquidated damage that CONTRACTOR incurs from such delay an amount equal to a maximum of 8% of CONTRACT PRICE.

Late Days 3 to 5 0.05% per day of 50% of CONTRACT PRICE

Late Days 6 to 10 0.25% per day of 50% of CONTRACT PRICE

Late from day 11 toward 0.50% per day of 50% of CONTRACT PRICE

(The delay less than 3 days will not be counted).

28.3 The amount of Liquidated Damages is to be deducted by the CONTRACTOR from the SUBCONTRACTOR's invoices when making payment or the CONTRACTOR will make use of Performance Bond.

28.4 The deduction or payment of such Liquidated Damages shall not release the SUBCONTRACTOR from its obligation to complete the SERVICES under this CONTRACT.

28.5 Key milestones that require SUBCONTRACTOR be completed the documents, such dates are fixed. Any adjustment due to project schedule shall be agreed between two parties or approved by COMPANY.

No.	Key Milestone	Completion date
KEY MILESTONE...		
KEY MILESTONE...		
KEY MILESTONE...		

The date of completion for each Key Milestone will be certified in the summary of transmittal of those documents.

(End of Article)

ARTICLE 29: CONTRACT SCHEDULE COMPLIANCE AND GUARANTEED COMPLETION DATE

- 29.1 (a) CONTRACTOR shall perform the SERVICE expeditiously, continuously and diligently using adequate, qualified and competent personnel together with adequate and efficient project management, engineering, onshore fabrication and offshore installation facilities and resources; and shall perform and complete the SERVICE in accordance with the Contract Schedule.
- (b) SUBCONTRACTOR shall continuously monitor the progress of the SERVICE so as to know at all times the planned and actual progress. SUBCONTRACTOR shall promptly provide such information as CONTRACTOR may require for monitoring and verifying the progress of the SERVICE.
- (a) In the event that SUBCONTRACTOR's actual progress approaches a behind-schedule condition, SUBCONTRACTOR shall immediately advise CONTRACTOR and thereafter meet with CONTRACTOR to discuss causes for the adverse trend and any deficiencies in progress, and proposed corrective measures. SUBCONTRACTOR shall implement in good time all agreed corrective measures. Costs associated with implementing such measures shall be borne by the Party or Parties who caused and/or contributed to cause the delay.
- (d) SUBCONTRACTOR shall not give priority to work for its other clients to the detriment of the SERVICE.
- 29.2 (a) If SUBCONTRACTOR fails to perform and complete the SERVICE in accordance with the Contract Schedule, including failing, or appearing to be failing, to accomplish a Milestone on or before the date for the completion of such Milestone as set forth in APPENDIX 5, CONTRACTOR may deliver to SUBCONTRACTOR a notice of schedule delay (the "Notice of Schedule Delay"). Within 7 (seven) days after it has received such a Notice of Schedule Delay, SUBCONTRACTOR shall deliver to CONTRACTOR a schedule recovery plan (the "Schedule Recovery Plan").
- (b) Such Schedule Recovery Plan shall set forth in detail how SUBCONTRACTOR intends to increase the rate of performance of the SERVICE to recover to the Contract Schedule as soon as practicable. SUBCONTRACTOR shall base the proposed Schedule Recovery Plan on SUBCONTRACTOR taking whatever measures are necessary to recover to the Contract Schedule, such as, but not limited to, rescheduling of the SERVICE; increasing labour and supervisory levels; expediting the SERVICE; utilizing more productive marine vessels, plant or construction equipment; introducing or increasing overtime; increasing shift work; and mobilizing additional marine vessels, plant and construction equipment.
- (c) SUBCONTRACTOR shall revise its proposed measures and the Schedule Recovery Plan as reasonably required by CONTRACTOR to assure recovery to the Contract Schedule is accomplished as soon as practicable. CONTRACTOR shall not unreasonably withhold approval of SUBCONTRACTOR's proposed Schedule Recovery Plan. Upon COMPANY/CONTRACTOR's approval of the Schedule Recovery Plan, SUBCONTRACTOR shall immediately commence diligent implementation of the

measures set out therein.

(d) A Schedule Recovery Plan shall not constitute or be grounds for a change to the Contract Schedule.

29.3 (a) If SUBCONTRACTOR fails, or has reason to believe that it is likely to fail, to recover to the Contract Schedule in accordance with the latest CONTRACTOR-approved Schedule Recovery Plan, SUBCONTRACTOR shall promptly give notice thereof to CONTRACTOR. If CONTRACTOR so requires, SUBCONTRACTOR shall promptly deliver to CONTRACTOR a further Schedule Recovery Plan complying with the requirements and in accordance with the procedures set forth in ARTICLE 29.2.

(b) SUBCONTRACTOR shall deliver written reports to CONTRACTOR each week, or more frequently if required by CONTRACTOR, detailing SUBCONTRACTOR's progress under any Schedule Recovery Plan.

(c) None of the foregoing shall limit SUBCONTRACTOR's obligation, as set forth in ARTICLE 29.2, to expedite the performance of the SERVICE by taking such measures as are necessary to recover to the Contract Schedule as soon as practicable.

29.4 SUBCONTRACTOR shall bear the costs of implementing the Schedule Recovery Plan.

(End of Article)

ARTICLE 30: REMEDY OF DEFECT

30.1 The CONTRACTOR shall carry out the SERVICE in accordance with the requirements of this CONTRACT with diligence and to the level of expertise, skill, and knowledge relative to such standard as pertains generally amongst contractors of good repute to the performance of work of the type that is the subject of this CONTRACT. If defects in the SERVICE are discovered by SUBCONTRACTOR or otherwise brought to the attention of SUBCONTRACTOR by CONTRACTOR either during the performance of SERVICE or within the WARRANTY PERIOD, SUBCONTRACTOR shall be responsible for remedying such defects at its own cost and/or for the cost of having such defects remedied in accordance with Article 29. SUBCONTRACTOR'S obligation to remedy defects shall include but not be limited to:

- a. the uncovering and removal of Equipment, Procured Items and replacement and re-installation thereof; and
- b. the provision of third party services, including transportation, accommodation and other ancillary or support services - Not applicable.

30.2 If Clause 30.1 applies then:

- a. SUBCONTRACTOR shall, forthwith upon discovery of any defect or upon receiving written notification from CONTRACTOR specifying any defect, remedy the same at its own expense by rectifying defective work and/or replacing or repairing the defect as required by CONTRACTOR ("RECTIFICATION WORK"). If SUBCONTRACTOR fails within a

reasonable time to perform RECTIFICATION WORK as required by CONTRACTOR, CONTRACTOR shall have the right to have the necessary remedial work performed by others (including SUBCONTRACTORS) and recover reasonable and direct documented costs necessary to remedy such DEFECT, either directly from SUBCONTRACTOR or by deducting such costs from any monies due or which become due to SUBCONTRACTOR, CONTRACTOR shall use reasonable endeavours to mitigate such costs.

- b. If such discovery or notification occurs following sailaway and SUBCONTRACTOR is unable or unwilling to perform such RECTIFICATION WORK, in accordance with CONTRACTOR'S schedule or other operational requirements, CONTRACTOR shall have the right to have the necessary remedial work performed by others (including SUBCONTRACTORS) and recover from SUBCONTRACTOR the net, direct, reasonable and documented costs necessary to remedy such defect, either directly from SUBCONTRACTOR or by deducting such costs from any monies due or which become due to SUBCONTRACTOR. CONTRACTOR shall use reasonable endeavours to mitigate such costs. SUBCONTRACTOR shall remain liable for the warranty obligations under this CONTRACT except for the warranty of the remedial work performed by others.
- c. If any defects in the engineering SERVICE, excepting for those resulted from DEFECTS in the COMPANY'S technical information, cause deficiencies in any property or items fabricated or constructed on the basis of such design and/or engineering work, including the FACILITIES or any parts thereof, SUBCONTRACTOR shall be responsible for all costs necessary to remedy such deficiencies.
- d. Not applicable

30.3 SUBCONTRACTOR'S financial liability in respect of costs incurred by COMPANY having the remedial work performed by others (including SUBCONTRACTORS) under Clause 30.2 shall be limited to the direct and documented costs incurred by CONTRACTOR and in any event to a sum not greater than one hundred percent (100%) of the CONTRACT PRICE including all reasonable and documented mobilization (and re-mobilization and demobilization, as applicable) costs necessary to remedy such DEFECT.

30.4 The warranties for the remedies contained in this Article shall apply mutatis mutandis to any remedial work performed pursuant to this Article for a period of twenty-four (24) months from the date of completion of such work.

30.5 CONTRACTOR shall, within thirty (30) days of the expiry of the WARRANTY PERIOD or, if later, the date of expiry of the extended period of applicability of remedies determined in accordance with Article 30.4, issue to SUBCONTRACTOR the Notice of completion the Warranty Period. The issue of notice shall not relieve SUBCONTRACTOR of any continuing obligations to CONTRACTOR under the CONTRACT nor shall it affect any other legal rights which CONTRACTOR may have.

ARTICLE 31: HEALTH, SAFETY, ENVIRONMENT

- 31.1 SUBCONTRACTOR shall be responsible for the health and safety of its employees, agents and invitees at the Worksite. SUBCONTRACTOR shall bear the sole responsibility for maintaining in a neat, clean and safe state, the Worksite and all SUBCONTRACTOR's machinery, equipment, facilities, supplies and operations thereon, and all other things in any way associated with or utilized in the SERVICE. At the commencement of the SERVICE and as often thereafter as may be necessary SUBCONTRACTOR shall inspect its SERVICE area to discover any defects, potential sources of injury or dangerous conditions and operations. SUBCONTRACTOR shall then warn its employees, agents and invitees and CONTRACTOR Representative of the existence of such operations, dangers, defects or conditions and exercise reasonable diligence to correct the same.

SUBCONTRACTOR shall stress the importance of safety and give a high priority to SUBCONTRACTOR and CONTRACTOR safety program. SUBCONTRACTOR shall instruct its personnel in safety rules and regulations and insist upon adherence thereto. Violation of safety rules will be cause for removal of any employee.

- 31.2 In addition to all specific Health, Safety and Environment (to refer as HSE) requirements stated herein, SUBCONTRACTOR shall comply with, abide by and enforce at its sole expense the following main HSE requirements, as outlined below.

31.2.1 As part of the bid submission, SUBCONTRACTOR shall be responsible for identifying all the HSE hazards associated with the SERVICE. Additionally, SUBCONTRACTOR shall demonstrate to CONTRACTOR that, in addition to having a technical ability in carrying out the SERVICE, they have a demonstrated capability in managing the HSE risk attributed to the SERVICE.

31.2.2 On the Effective Date of the CONTRACT but prior to mobilization and commencement of SERVICE, SUBCONTRACTOR shall present for CONTRACTOR approval, the following:

- HSE Management System Interface Document, stipulating amongst others, the arrangement for HSE management between CONTRACTOR and SUBCONTRACTOR during the duration of the contract;
- Project HSE Plan; and
- Written Work Procedures/Instructions for all HSE-critical activities and tasks associated with the SERVICE.

31.2.3 The written Work Procedures/Instruction shall, in addition to explicitly describing how the activities and tasks are to be carried out, incorporates all required HSE control and recovery measures that are necessary to avert any incidents that may arise from the execution of the HSE-critical activities and tasks.

31.2.4 For the purpose of developing the written Work Procedures/Instruction for all HSE-critical activities and tasks, and specifically for the purpose of identifying all foreseeable HSE control and recovery measures, a comprehensive HSE risk assessment shall be carried out.

- 31.2.5 During mobilisation, SUBCONTRACTOR shall communicate, at its sole expense, all salient requirements of the HSEMS Interface Document and Project HSE Plan to the SUBCONTRACTOR's agents, employees, and representatives who are engaged in the performance of the WORK.
- 31.2.6 On completion of the WORK, SUBCONTRACTOR shall deliver to CONTRACTOR satisfaction the CLOSE-OUT REPORT in a format and meeting such technical content as specified by CONTRACTOR.
- 31.3 In addition to all specific legal requirements stated herein, SUBCONTRACTOR and SUBCONTRACTOR's agents, employees, and representatives who are engaged in the performance of the WORK shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, fire protection, environmental protection and security regulations as set forth by CONTRACTOR in its safety manuals, policies and special instructions.
- 31.4 CONTRACTOR Representative shall have the right, but not the obligation, to prohibit the commencement of the SERVICE or to stop any part of the WORK in progress if the equipment, personnel, or SERVICE conditions are considered to be unsafe or not in compliance with CONTRACTOR's rules and regulations.

ARTICLE 32: COMMUNICATIONS AND NOTICES

- 32.1 Any and all notices, directions, requests or other communication between both PARTIES as required herein shall be given in writing in English and shall be deemed to have been properly given or made if sent to the respective PARTY at the addresses indicated below:

TO THE CONTRACTOR:

For all issues:

VIETSOVPETRO JOINT VENTURE

No. 105 Le Loi Street, Ward Vung Tau, Ho Chi Minh City, S.R Vietnam

For the attention of

Tel: 84-254-839871

Fax: 84-254-839857

TO THE SUBCONTRACTOR:

For contractual issues:

BIDDER INFORMATION

32.2 The date of any notice, direction, request or other communication pursuant to Clause 29.1 shall be the date it is first received at the office of the addressee, or by the addressee, whichever is earlier. Service of any notice, direction, request or other communication pursuant to Clause 30.1 shall be deemed to have been given or made when:

- If delivered by hand, at the time of the delivery to either PARTY;
- If posted or sent by registered mail, at the time of the receipt or record of the delivery;
- If sent by facsimile transmission, on production of a transmission report by the machine from which the notice was sent indicating that the notice sent by facsimile was received in its entirety at the recipient's facsimile number.

(End of Article)

ARTICLE 33: GOVERNING LAW AND ARBITRATION

33.1 The CONTRACT shall be governed by and construed exclusively in accordance with the substantive law of VIETNAM.

33.2 Any dispute arising out of or in connection with this CONTRACT, including any question regarding its existence, validity or termination, shall be referred to and shall be finally resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) at Ho Chi Minh City under the VIAC Rules, which Rules are deemed to be incorporated by reference into this clause.

33.3 The number of arbitrators shall be three (03). Each CONTRACTOR and SUBCONTRACTOR shall be entitled to appoint one arbitrator and the two arbitrators shall agree on a third arbitrator. In the event agreement upon the third arbitrator cannot be reached, the third arbitrator shall be appointed by the VIAC's President. It is agreed, however, that no one who is an employee of either Party or who is in anyway financially interested in this CONTRACT shall be appointed to act as an arbitrator.

33.4 The seat, or legal place, or arbitration shall be Ho Chi Minh City, VIETNAM.

33.5 The language to be used in the arbitral proceedings shall be the English language.

33.6 The Parties agree that all arbitration proceedings conducted hereunder and the decision of the arbitrator shall be kept confidential and not disclosed, except to a Party's Affiliates, accountants, and lawyers.

33.7 The costs of the arbitration shall be borne by the Party whose contention was not upheld by the arbitration tribunal unless otherwise provided in the arbitration award.

33.8 The award of the arbitrators shall be final and binding upon the Parties.

(End of Article)

ARTILCE 34: SETTLEMENT OF DISPUTE

34.1 Continuation of provision of the SERVICES during disputes: Notwithstanding the existence of a dispute, the SUBCONTRACTOR shall at all times continue to fulfill all obligations under this CONTRACT in accordance with the provisions of the CONTRACT.

34.2 Procedures for resolution of disputes:

34.2.1 If a dispute or difference between the SUBCONTRACTOR and the CONTRACTOR arise out of or in connection with the CONTRACT, either PARTY shall deliver by and/or served by registered mail to the other PARTY a notice in writing adequately identifying and providing details of the dispute.

34.2.2 If the PARTIES fail to resolve the dispute or difference within seven (7) days after receipt by the other PARTY of the notice, each PARTY shall within a further seven (7) days nominate a senior representative to meet at a mutually convenient location.

34.2.3 If the senior representatives so nominated are unable to resolve the dispute to the mutual satisfaction of the PARTIES within seven (7) days after the commencement of the meeting of the representatives, then subject to the next paragraph, either PARTY shall have the right to pursue the resolution of the dispute or difference by arbitration.

34.2.4 If, within the seven (7) day period following the commencement of the meeting, the representatives:

- ☐ are unable to resolve the dispute or difference; and
- ☐ agree that resolution of the dispute or difference may best be resolved by some other person appropriately qualified and agreed between the representatives;

then the representatives shall draft a written resolution to that effect signed by each of them to be sent to the PARTIES to this CONTRACT and the execution of that resolution shall constitute a binding agreement by each of the PARTIES not to proceed to arbitration with respect to the dispute or difference until the person appropriately qualified and agreed between the representatives has reviewed the matter and published a written finding on the matter.

The submission of the dispute or difference to the nominated person shall be in writing and shall be accompanied by detailed particulars of the matter at issue.

34.2.5 If either the CONTRACTOR or the SUBCONTRACTOR is dissatisfied with the decision of the nominated person, then either may refer the matter to arbitration as stipulated in Clause 28.3 herein below but, if the nominated person has given a written decision, referral to arbitration shall be barred unless the referral is received

by the other PARTY, or delivered to the other PARTY by the PARTY seeking the referral, within seven (7) days after the decision of the nominated person was given.

Compliance by the PARTIES with the procedures of this Clause 28.2 is a condition precedent to either PARTY being entitled to pursue any subsequent relief or remedy.

- 34.3 Moneys due and payable by the CONTRACTOR to the SUBCONTRACTOR for SERVICES shall not be withheld because of the existence of a dispute but the CONTRACTOR may, pending resolution of the dispute or difference, withhold payment of moneys in respect of the matter that is the subject of the dispute or difference.
- 34.4 Arbitration: In case no amicable settlement can be reached, such a dispute or difference shall be referred to the Vietnam International Arbitration Centre in HO CHI MINH CITY, Vietnam (“Arbitrator”) for judgment and Vietnamese law shall govern the procedure of any arbitration herein. The language of arbitration shall be English. Verdict by such Arbitrator shall be final and binding upon both Parties.
- 34.5 This CONTRACT shall be governed by, interpreted and construed in all respects in accordance with the Laws of Vietnam.

(End of Article)

ARTICLE 35: SANCTIONS

- 35.1 If SUBCONTRACTOR is prohibited from performing any of its obligations under the CONTRACT due to reasons of sanctions, whether in whole or in part, it must promptly notify the CONTRACTOR of the SANCTIONS and of the obligations the performance of which is thereby prohibited and the likely duration of such prohibition. SUBCONTRACTOR shall also provide CONTRACTOR with conclusive evidence in writing issued by the competent authorities having jurisdiction over SUBCONTRACTOR confirming that SUBCONTRACTOR is prohibited from performing the SERVICES for the CONTRACTOR in Vietnam.
- 35.2 In the event of an occurrence of SANCTIONS, CONTRACTOR and SUBCONTRACTOR shall promptly meet and discuss whether or not the CONTRACT can continue to be performed. Subject to satisfaction of the conditions set out in Article 35.1, in the event the SUBCONTRACTOR determines that the CONTRACT cannot continue then the CONTRACTOR shall be entitled to terminate this CONTRACT, upon thirty (30) days prior written notice to the SUBCONTRACTOR.

In case of termination as set out in Article 35.2 above, CONTRACTOR shall only be liable for, and SUBCONTRACTOR shall only be entitled to payment for the WORK properly performed in accordance with the CONTRACT up to the date of issuance of the termination notice under Article 35.2 and together with any reasonable associated direct costs necessarily incurred by SUBCONTRACTOR in complying with CONTRACTOR'S instructions in regard to such termination, including but not limited to all reasonable cost of cancelling/terminating any SUBCONTRACTS placed or committed to for the SERVICES. Any such costs shall be subject to audit to the

satisfaction of CONTRACTOR.

(End of Article)

ARTICLE 36: ELECTRONIC SIGNATURE

- 36.1 The Parties agree that this CONTRACT may be signed in the form of an electronic contract, established in the form of a data message. The Parties confirm and agree that any digital signature signed in this CONTRACT shall have the same legal value and binding obligations as a handwritten signature as prescribed by law. The Parties shall use CONTRACTOR's e-office digital signature platform that meets the standards and safety conditions prescribed by law to sign this CONTRACT. Each Party confirms and warrants that the digital signatures created by that Party are valid and legally valid, created to confirm the signatory and affirm that subject's acceptance of this CONTRACT.
- 36.2 The Parties shall not dispute the validity of this CONTRACT as it is executed electronically on CONTRACTOR's e-office platform. Each Party shall retain this CONTRACT, including all executed digital signatures, in an accessible and reliable format, ensuring its integrity and usability in its complete form.

(End of Article)

ARTICLE 37: GENERAL PROVISIONS

- 37.1 The SUBCONTRACTOR shall at all times during the term of this CONTRACT be an independent professional SUBCONTRACTOR with respect to the CONTRACTOR, and nothing in this CONTRACT nor in the performance of the SERVICES under the CONTRACT shall be construed for any purpose as creating, at any time, any other relationship such as a partner, joint venture, servant, agent or employee between the PARTIES hereto. The SUBCONTRACTOR shall at all times as employer have complete control over and full responsibility for, its employees. None of its employees shall be considered, or in any way represent themselves, as being employees of the CONTRACTOR or be entitled to any of the benefits supplied by CONTRACTOR to its own employees. For the purpose of this CONTRACT, the SUBCONTRACTOR contracts on his own behalf and on behalf of and as trustee for his Sub-SUBCONTRACTORS, sub-suppliers, affiliates, divisions, subsidiaries, servants, employees and agents whosoever.
- 37.2 The SUBCONTRACTOR hereby represents and warrants to the CONTRACTOR that it is legally empowered to provide all of the SERVICES required by this CONTRACT in which all SERVICES will be performed. At all times during the term of this CONTRACT, the SUBCONTRACTOR shall, at its sole cost and expense, keep in full force and effect all

professional and business permits, licenses and approvals affecting the SUBCONTRACTOR's ability to perform the SERVICES and otherwise necessary and appropriate to enable the SUBCONTRACTOR to perform this CONTRACT, including, without limitation, all professional licenses and qualifications of SUBCONTRACTOR's PERSONNEL providing the SERVICES under this CONTRACT or any other DOCUMENTS. The person executing this CONTRACT on behalf of the SUBCONTRACTOR represents that this CONTRACT is binding and enforceable against the SUBCONTRACTOR in accordance with its terms, and that no other signature of any party is necessary to make this CONTRACT binding on and enforceable against the SUBCONTRACTOR. The SUBCONTRACTOR has made these representations and warranties to the CONTRACTOR knowing that the CONTRACTOR is relying to a material extent on said representations and warranties in entering into this CONTRACT.

- 37.3 This CONTRACT and Appendices attached hereto constitute the entire CONTRACT between the CONTRACTOR and the SUBCONTRACTOR and supersede all previous negotiations or representations related to the agreement, either written or oral, documents, undertaking and agreements, written or otherwise, between the PARTIES except as the same may be made part of this CONTRACT.
- 37.4 Except as otherwise expressly provided in this CONTRACT, any amendment to or modification, deletions of this CONTRACT shall only be binding when agreed in writing and duly signed by both PARTIES or agreed by way of exchange of telefax which is promptly confirmed in writing.
- 37.5 In the event that any provision or all of the CONTRACT is held to be void or unenforceable, the PARTIES hereto will negotiate in good faith to replace such invalid or unenforceable provision by equitable valid and enforceable provisions which shall correspond as closely as possible to the original intentions of the PARTIES.

(End of Article)

ARTICLE 38: CONTRACT DOCUMENTS

- 38.1 The following documents shall be deemed to form and be construed as integral parts of this contract:
- a) The Terms and Conditions of this contract (Preamble and Article 1 to Article 36).
 - b) The Appendices:

APPENDIX 1 - TECHNICAL REQUIREMENT

- 1. Appendix 1.1 - Responsibilities Matrix.
- 2. Appendix 1.2 – Client's ITT's documents
- 3. Appendix 1.3 – The minimum Detailed Engineering Deliverables
- 4. Appendix 1.4 - Requirement on TR/MR Delivery plan
- 5. Appendix 1.5 – Client's Bid Bulletin. Bid clarification

6. Appendix 1.6 – DDE interface management
7. Appendix 1.7 – DE Organization Chart and key personnel

APPENDIX 2 – CONTRACT PRICE AND PAYMENT MILESTONE

Attachment to Appendix 2: Rate for changes

APPENDIX 3 - FORMS, SPECIMEN CERTIFICATES AND PROTOCOLS

APPENDIX 4 – VSP’S CLARIFICATIONS

APPENDIX 5 – CONTRACT SCHEDULE

- 38.2 In the event of any conflict between the Terms and Conditions of the contract and its Appendices, the Terms and Conditions of the contract will prevail. In the event of any conflict among the Appendices, the Appendices having preceding ordinal number shall prevail over the others.
- 38.3 This contract sets forth the full and complete understanding of the parties hereto as of the date first above written and it supersedes any and all oral or written agreement and representations made or dated prior hereto.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in 03 (three) originals with the same validity in English, one (1) of which is retained by the SUBCONTRACTOR and two (2) of which is retained by the CONTRACTOR, as of the date and year first above written.

**FOR AND ON BEHALF OF
VIETSOVPETRO**

**FOR AND ON BEHALF OF
bidder**

Name:
Title:

Name:
Title:

**APPENDIX 2: CONTRACT PRICE AND PAYMENT MILESTONE
(BIDDER TO PROPOSE)**