



REQUEST FOR PROPOSAL

FOR

**PROVISION OF INTERIOR DESIGN AND
CONSTRUCTION SUPERVISION SERVICES, BLOCKS
01/10&02/10, OFFSHORE VIET NAM**

RFQ No. PVEP 01/10&02/10-ADM-2025-024

PART I - PROPOSAL FORMAT

Bidder shall submit **one (1) original and three (3) copies** of the PROPOSAL. Bidder shall also submit a **digital copy** of the PROPOSAL prepared in **Microsoft Word, PDF** and/or **Microsoft Excel** formats contained in Memory Stick (USB).

Bidder's PROPOSAL i.e. Technical and Commercial Proposals shall be packed in **two (02) separate sealed envelopes**. Each of the envelopes shall be clearly labeled on the outside with the wordings "TECHNICAL PROPOSAL" and "COMMERCIAL PROPOSAL" accordingly. (Digital copy of the Technical Proposal and Commercial Proposal must also be submitted in TECHNICAL PROPOSAL AND COMMERCIAL PROPOSAL separately).

The two envelopes mentioned above shall then be sealed in one outer envelope/package for submission. The outside of this envelope/package shall be clearly labeled with the following markings:

**CONFIDENTIAL SEALED BID – DO NOT OPEN
PROVISION OF INTERIOR DESIGN AND CONSTRUCTION SUPERVISION
SERVICES, BLOCKS 01/10&02/10, OFFSHORE VIET NAM
RFQ No. PVEP 01/10&02/10-ADM-2025-024**

The PROPOSAL shall be sent either by courier service or delivered by hand to Company at the following address:

PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd.
13th Floor Victory Tower – 12 Tan Trao, Tan My Ward, HCMC
Tel: +84 28 54122133 Fax: +84 28 54133144
Attn: Mr. Tran Van Lam – Head of Project Team

Bidder shall submit its PROPOSAL in accordance with the following format and requirements:

1. Bidder shall submit the following
 - i) Form 1 : Proposal Letter (using Bidder's Letterhead and signed)
 - ii) Form 2 : Bidder's Profile
 - iii) Form 3 : Bidder's Capability & Experience
 - iv) Form 4 : Technical Proposal
 - v) Form 5 : Bidder's Exceptions and Qualification
 - vi) Form 6 : Commercial Proposal

FORM 1 – PROPOSAL LETTER

Bidder shall submit a Proposal Letter on Bidder's letterhead which shall be dated, referenced and duly signed by Bidder's authorized officer using the format below and submitted under **Form 1** of the PROPOSAL.

(Bidder's Letterhead)

Ref. Number:

Date:

From:

To: **PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd.**
13th Floor Victory Tower – 12 Tan Trao, Tan My Ward, HCMC

Attention: **Mr. Tran Van Lam – Head of Project Team**

Subject: Request for Proposal – PROVISION OF INTERIOR DESIGN AND
CONSTRUCTION SUPERVISION SERVICES, BLOCKS 01/10&02/10,
OFFSHORE VIET NAM

Dear Sir,

We, the undersigned, certify that we have read and understood the subject RFP for the Provision of interior design and construction supervision services, Blocks 01/10&02/10, Offshore Viet Nam and hereby submit our PROPOSAL for the Rates and Prices stated and attached hereto, and that we shall be solely responsible for the Work which shall be in accordance with good business practice.

We offer to perform the Work as detailed in the RFP Document for the prices stated in our proposal attached hereto. This offer is valid for **90 days** from the date fixed for Bid Closing and shall be binding upon us if accepted by Company at anytime before expiration of the aforesaid validity date.

We certify that our PROPOSAL is in strict compliance with the requirements of the RFP Document and incorporates all the CONTRACT Terms and Conditions in the Draft CONTRACT of **PART II**.

If our proposal is accepted, we undertake that, pending the execution of a formal CONTRACT (**PART II** of the RFP Document), this PROPOSAL, together with Company's written acceptance shall constitute a binding CONTRACT between us.

Yours faithfully,

(Name and Title)

FORM 2 – BIDDER’S PROFILE

Bidder shall complete this questionnaire and submit it as **Form 2** of the PROPOSAL.

1.1 Bidder’s Detail:

Full Bidder’s Name : _____
Office Address : _____
Mailing Address : _____
Contact Person : _____
Telephone : _____
Facsimile : _____
E-mail : _____

1.2 Entity Entering CONTRACT with Company

In the event the Bidder is successful, the CONTRACT will be executed with the following entity:

Legal Entity Full Name : _____
Registered Address : _____

Country of Incorporation : _____
Name of CONTRACT Signatory: _____
Designation : _____

1.3 Commercial Registration Certificate

Bidder to submit a certified true copy of its **Business Certificate**.

FORM 3 – BIDDER’S EXPERIENCE

Bidder shall provide Bidder’s capability, track record in providing Provision of interior design and construction supervision services, Blocks 01/10&02/10, Offshore Viet Nam, technical support and submit it under **Form 3** in the PROPOSAL:

Bidder shall provide its experience in providing similar of Provision of interior design and construction supervision services, Blocks 01/10&02/10, Offshore Viet Nam during the last three years (**2023-2025**) years using the format below:

Contract Title	Year	Name of Client	Summary of Scope of Supply	Contract’s value

Bidder to attach at least 03 copies of similar Contracts that Bidder list in above table.

FORM 4 – TECHNICAL PROPOSAL

Bidder to refer to Appendix 01- scope of work and Technical Specifications of Section III-Part II – Draft of Contract to provide technical specifications and information proposal.

FORM 5 – BIDDER’S EXCEPTIONS AND QUALIFICATION

1. If Bidder has no exception and alternative Proposal, Bidder shall have the following statements prominently displayed in capital letters under this section:

“THIS PROPOSAL COMPLIES WITH ALL THE TERMS AND CONDITIONS OF THE CONTRACT”

or

2. If Bidder has alternative Proposal on this RFP Document, Bidder shall display the following statement in capital letters under this section:

“THIS PROPOSAL INCLUDES EXCEPTIONS WHICH ARE LISTED IN THE FOLLOWING PAGES”

No.	Article / Section Number	Exact wording/ Clause in the RFP Document	New wording/ exception proposed by Bidder***	Reason(s) for exception	Cost Reduction if exception is accepted by Company	Effect on Work if exception is accepted by Company

The following instructions **MUST** be observed:

- 1) ***Bidder shall provide the complete new proposed wording for each exception (i.e. complete sentences with no reference to deletion or insertion of words). BIDDER SHALL **UNDERLINE** THE PROPOSED NEW WORDINGS AND **~~STRIKETHROUGH~~** ACROSS THE ORIGINAL WORDINGS WHICH BIDDER IS PROPOSING TO BE DELETED.
- 2) Bidder shall not insert any prices or cost quotations for the exceptions submitted in the **TECHNICAL PROPOSAL**. Exceptions with cost implication must be marked with an asterisk (*) in Cost Impact column.

FORM 6 – COMMERCIAL PROPOSAL

Bidder shall quote in its PROPOSAL for all the prices requested using the format in **Section IV-Part II- Draft of Contract** in Bidder's Commercial Proposal.

- Notes:**
- 1) Bidder **must** use the format of the pricing structure in **Section IV-Part II- Draft of Contract** for its Commercial Proposal.
 - 2) Every page of the Commercial Proposal must be **initialed** by Bidder's authorized officer.

PART II – DRAFT CONTRACT

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness

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Section I

FORM OF AGREEMENT

Provision of interior design and construction supervision services,

Blocks 01/10&02/10, Offshore Viet Nam

(No.: PVEP 01/10&02/10-ADM-2025-024)

- Pursuant to Civil Law No. 33/2005/QH11 passed by the National Assembly of the Socialist Republic of Vietnam on June 14, 2005;
- Pursuant to the Commercial Law No. 36/2005/QH11 passed by the National Assembly of the Socialist Republic of Vietnam on June 14, 2005;
- Based on the Bid Proposal of xxxx on xxxx; and

This CONTRACT is made as of the Effective Date, _____, 2025

Between

**PARTY A: PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd
BLOCKS 01/10&02/10 (PVEP BLOCKS 01/10&02/10)**

- Address : 13th Floor Victory Tower – 12 Tan Trao, Tan My Ward, HCMC
- Phone : +84 28 54122133 Fax: +84 28 54133144
- Represented by : Mr. **Tran Van Lam** - Position : [Head of PVEP Blocks 01/10&02/10](#)

[Hereinafter referred to as Party A]

and

PARTY B :

- Address :
- Phone : Fax:
- Tax code :
- Account :
- At :
- Because : - Position: - Representative

[Hereinafter referred to as Party B]

WHEREAS:

- A. The COMPANY wishes to have Scope of Work carried out as described detail in the CONTRACT (hereafter referred as Works).
- B. The CONTRACTOR wishes to carry out the Works in accordance with the terms of the CONTRACT.

The parties hereby agree as follows:

- 1. In the CONTRACT all capitalized words and/or expressions shall have the meanings as are respectively assigned to them. Unless otherwise specified a reference to another Article, Clause or sub-clause shall be deemed to be to that same Section, Article or Clause of the CONTRACT within which the reference appears.
- 2. The following Sections shall be deemed to form and shall be read and construed as part of the CONTRACT:

Section I – FORM OF AGREEMENT

Section II – ARTICLES OF AGREEMENT

Section III – SCOPE OF WORK

Section IV – CONTRACT PRICE SCHEDULE

The Sections shall be read as one document, the contents of which, in the event of ambiguity or contradiction between the documents, shall be given precedence in the order as listed above.

In accordance with the terms and conditions of the CONTRACT, the CONTRACTOR shall perform and complete the Works and the COMPANY shall pay the lump sum, fixed and firm rates as set out in the CONTRACT.

The terms and conditions of the CONTRACT shall apply from _____, which date shall be the Effective Date of the CONTRACT.

The CONTRACTOR shall perform the Works in conformance with the schedule.

The CONTRACT constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements related to the CONTRACT, either written or oral. No amendments to the CONTRACT shall be effective unless evidenced in writing and signed by the parties to the CONTRACT.

In witness whereof the parties have executed this CONTRACT in duplicate:

For PVEP BLOCKS 01/10&02/10

by:

Name:

Signature:

Title: _____

Date: _____

For the CONTRACTOR

by:

Name: _____

Signature: _____

Title: _____

Date: _____

Section II

ARTICLES OF AGREEMENT

1. SCOPE OF WORKS

The CONTRACTOR shall design, fit out and supply furniture to the COMPANY's office located on in 16th floor, 12 Tan Trao, Tan My Ward, Ho Chi Minh City, Vietnam; details as described in the Section III- SCOPE OF WORK.

2. VALUE OF CONTRACT

- 2.1 In sum, the total value of this CONTRACT is ----- . Detail value of CONTRACT is as specified in Section IV – CONTRACT PRICE SCHEDULE.
- 2.2 Any and all variations, additions or changes to this CONTRACT unit price(s) and therefore CONTRACT value must be agreed to in writing by both parties and will be in the form of a Change Order, a copy of which is attached as Attachment 1 - Change Order.
- 2.3 The final cost of the works shall be determined by the CONTRACT value as noted in Sub-article 2.1, plus the value of all properly approved Change Orders in accordance with Sub-article 2.2.
- 2.4 Any extra or additional work requested after hand-over of the facilities, shall be performed under a separate and fully executed Service Agreement and shall not be part of this CONTRACT. The payment of the extra work requested by the separate Service Agreement will be in accordance with Sub-article 3.2.
- 2.5 Unless otherwise stated in this CONTRACT, the PRICES in this CONTRACT shall be fixed and firm and not subject to any escalation, exchange rate fluctuation for any reason whatsoever throughout the duration of the CONTRACT and any extension(s) thereto.
- 2.6 The PRICES shall also be inclusive of but not limited to all of the CONTRACTOR's profit, fees, overheads, compensation with exception of VAT.
- 2.7 The PRICES in this CONTRACT shall be binding on all Requests for WORK issued during the tenure of this CONTRACT, notwithstanding that completion thereof may occur after the expiry of the CONTRACT.
- 2.8 No claim for any other payment additional to the PRICES set out in Section IV - – CONTRACT PRICE SCHEDULE can be made by the CONTRACTOR, unless specifically included in this CONTRACT or otherwise specifically agreed by the COMPANY and the CONTRACTOR in writing.
- 2.9 CONTRACTOR shall pay and hold the COMPANY harmless from any and all taxes, duties, assessments, royalties or other charges levied by any government authorities in connection with the Works.

2.10 The CONTRACTOR shall be responsible to declare, register and pay to the local Vietnamese Tax authorities for any Personal Income Tax payable on all personnel for the performance of Works in Vietnam in accordance with the laws and regulations of Vietnam.

3. PAYMENT

3.1 For the performance and completion of the WORK, the COMPANY shall pay or cause to be paid to the CONTRACTOR as a compensation provided in Section IV – CONTRACT PRICE SCHEDULE at the times and in the manner specified in this Article.

3.2 The extra-work value after hand-over shall be paid 100 % after handing over extra work

3.3 Payments shall be made within forty-five (45) calendar days upon receipt of the Claim for Payment from the CONTRACTOR. All payments will be made by bank transfer at the exchange rate published by the Vietcombank on the invoice day. The bank transfer shall be made to the following account:

Bank name:

Address

Account Number:

3.4 For the purpose of payment under this CONTRACT, the Claim shall include the following supported documents:

CONTRACTOR's invoice (original version)

Certification of completion (copy version)

Change Order (if any)

3.5 Except where it is expressly provided that the COMPANY shall carry out an obligation under the CONTRACT at its own cost, all things required to be supplied or performed by the CONTRACTOR under the CONTRACT shall be deemed to be included in the all-inclusive lump sum fixed and firm PRICES and prices included in Section IV – CONTRACT PRICE SCHEDULE.

3.6 If the COMPANY disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, the COMPANY shall pay only the undisputed part of a disputed invoice and return a copy of the disputed invoice to the CONTRACTOR advising the CONTRACTOR of the reasons.

Within fourteen (14) days of notification of disputed invoice by the COMPANY, the CONTRACTOR shall issue a credit note for the unaccepted part or whole of the invoice as applicable.

3.7 If any other dispute connected with the CONTRACT exists between the parties, the COMPANY may withhold from any money which becomes payable either the equivalent of the COMPANY's estimated values of the portion of the WORK which is under dispute or the amount which is the subject of the dispute.

3.10 On settlement of any dispute the CONTRACTOR shall submit an invoice for sums due and the COMPANY shall make the appropriate payment in accordance with the provisions of Clause 3 above.

- 3.11 Neither the presentation nor payment nor non-payment of an individual invoice shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated or otherwise waive or affect the rights of the parties hereunder. In particular the COMPANY may correct or modify any sum previously paid in any or all of the following circumstances:
- (a) any such sum was incorrect;
 - (b) any such sum was not properly payable to the CONTRACTOR;
 - (c) any work in respect of which payment has been made does not comply with the terms of the CONTRACT.
- 3.12 In the event the CONTRACTOR's suppliers or subcontractors inform the COMPANY that they have not been paid by the CONTRACTOR for work done or material furnished in connection with supply of the Equipment and/or CONTRACTOR Personnel under the CONTRACT, the COMPANY shall first consult with the CONTRACTOR with respect to such complaint. In the event after the consultation, the COMPANY is of the reasonable opinion that the claim is valid, the COMPANY shall have the right to withhold appropriate sum from payments due to the CONTRACTOR under the CONTRACT until the CONTRACTOR discharges such claim, whereupon the COMPANY shall immediately release the sum withheld to the CONTRACTOR.
- 3.13 In the event non-payment by the CONTRACTOR referred to in Clause 3.12 above results in a disruption of the supply of the WORK, and if the CONTRACTOR fails to take remedial action or refuses to remedy or remove any cause for withholding such payments after delivery of written notice by the COMPANY to the CONTRACTOR, the COMPANY shall be entitled to cause the same to be remedied or removed in its own way and may deduct the cost including the expenses thereby incurred by the COMPANY from any amount due or owing or which may become due or owing to the CONTRACTOR under the CONTRACT provided always that this provision shall not affect any other remedy to which COMPANY may be entitled to for the recovery of such sums.
- 3.14 If the COMPANY at any time incurs costs which, under the provisions of the CONTRACT, the COMPANY is entitled to recover from the CONTRACTOR, the COMPANY may invoice for such costs which shall be a debt due from the CONTRACTOR to the COMPANY and shall forthwith be recoverable by action, provided always that the COMPANY may deduct the amount of such costs from any amount due, or that may become due to the CONTRACTOR under the CONTRACT. The CONTRACTOR shall immediately pay to the COMPANY any sums outstanding after such deduction. Whenever a party to the CONTRACT indemnifies another party in respect of, or is entitled to recover from another party, any costs incurred then the amount of such costs shall be the amount of all claims, loss, damages, charges, disbursements, costs (including amounts paid to third parties), overheads and expenses directly resulting from the matter in question.
- 3.15 Original invoice and appropriate supporting documents shall be submitted within 30 days of completion of WORK to:

Công ty TNHH – Tổng Công ty Thăm dò Khai thác Dầu khí (Lô 01/10&02/10)
Tầng 26, Tòa nhà Charmvit, 117 Trần Duy Hưng, Phường Yên Hòa, TP Hà Nội
Tel: 84-24-3 772 6001 Fax: 84-24-3 772 6027
Tax code: 0311939353
Care of:

Petrovietnam Exploration Production Corporation Ltd (Blocks 01/10&02/10)
Address: 13th Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City,
Vietnam.
Attn: Manager of Accounting Division
Electrical Invoice email to: lieuctt@pvep.com.vn

4 CONTRACT SCHEDULE AND WARRANTY PERIOD

- 4.1 CONTRACTOR shall perform the Services strictly to the Contract Schedule agreed by both parties in the Section III – Scope of Work.

5 RESPONSIBILITIES OF THE PARTIES

5.1 Responsibilities of the COMPANY

- 5.1.1 The COMPANY shall accommodate or assist the CONTRACTOR with any technical or procedural requirements when requested by the CONTRACTOR, in order to facilitate the CONTRACTOR's work schedule; providing that the request is within the authority, scope and ability of the COMPANY to accommodate such a request.
- 5.1.2 The COMPANY will assign a dedicated representative or focal point to enable and ensure where reasonably possible, any clarification requested by the CONTRACTOR in executing the scope of the CONTRACT and all subsequent Change Orders are dealt with in a timely and reasonable manner.
- 5.1.3 The COMPANY will provide approval and acceptance of the Certification of Completion within ten (10) days of submission from the CONTRACTOR provided that the CONTRACTOR has completed the work described in the CONTRACT Scope of Work and all subsequent Change Orders. The COMPANY Representative or focal point will be responsible for obtaining COMPANY's approval of the hand-over within 10 (ten) days of submission.
- 5.1.4 The COMPANY will ensure the payment and subsequent progress payments per Article 3.

5.2 Responsibilities of the CONTRACTOR

- 5.2.1 The CONTRACTOR shall begin preliminary works upon the signing date of this Agreement and commence the mobilization of the entire work crew, order and or construction of the furniture and equipment immediately upon receiving the approval drawings from the COMPANY.
- 5.2.2 Design the COMPANY's office in accordance with the scope of work and technical requirements.
- 5.2.3 Fit out and supply furniture to the COMPANY's office in accordance with the approved technical design, quantity and quality.
- 5.2.4 Ensure the CONTRACT works to be carried out as scheduled and reach completion in accordance with the construction schedule.
- 5.2.5 The CONTRACTOR shall defend, indemnify and hold harmless the COMPANY, its affiliates and employees from and against any and all loss, damage, injury, liability and claims thereof for injury to or death of any person, including an employee of the CONTRACTOR or idemnitee, or

for loss or damage arising from liens or claims of material, labor, patent infringement resulting solely from the CONTRACTORS acts or omissions during the performance of this CONTRACT.

- 5.2.6 CONTRACTOR shall maintain insurance against liabilities for death of or injury to an person or employee of the CONTRACTOR and any of its SubCONTRACTORS, and loss of or damage to any property including those in the adjacent area, arising out of the execution of this Agreement. Such insurance shall be for such amount as deemed necessary and in accordance with the relevant Laws of Vietnam.
- 5.2.7 The CONTRACTOR shall adhere to the COMPANY's building policies and instructions during construction period and ensure the work and construction area is cleaned before requesting Certification of Completion to the fitting out works.

6 OPTIONAL TERMINATION

- 6.1 The COMPANY shall have the right to terminate this CONTRACT for any reason at any time by giving a prior 14 days writing notice to the CONTRACTOR. In such event, CONTRACTOR shall have the right to cover from COMPANY any all claims, monies properly due prior to such termination and all verifiable and auditable costs directly incurred by CONTRACTOR exclusively and directly as a result of this termination hereunder. Even if the CONTRACT is terminated under Article 6.1, the COMPANY still have to right to the remedies available against to the CONTRACTOR for the previous works performed by CONTRACTOR or any remedies against to the CONTRACT that COMPANY may use it.
- 6.2 In the event of CONTRACT termination as Article 6.1, the CONTRACTOR shall:
- (a) Use its best endeavors to minimize all or any cost to be borne by the COMPANY as a result from or in connection with the said termination.
 - (b) Return any or all data, drawing, equipments belonging to or properly claimed by COMPANY together with all inventories of the same.

7 TERMINATION FOR DEFAULT

- 7.1. In the event of CONTRACTOR's default or failure in compliance with the CONTRACTOR's obligations under this CONTRACT including but not limitation to the events listed hereunder, COMPANY shall have the right, after 3 days prior writing notice giving to CONTRACTOR, to terminate in whole or in part of the Works under this CONTRACT and COMPANY may itself or engage the third party to conduct and/or complete the works solely at CONTRACTOR's cost:
- (a) If the CONTRACTOR have become bankruptcy or insolvent;
 - (b) If the CONTRACTOR without prior approval of COMPANY assign a part or in whole Works to other third party thereof.
 - (c) If the CONTRACTOR has been slow in expediting the Works and failed to proceed the Works expeditiously and due diligent after receiving written notice from COMPANY within 3 days requesting proceeding the WORKS.
 - (d) If the CONTRACTOR has not proceed the Works as commitment in this CONTRACT and has persistently and flagrantly neglected its obligations or has not supplied with the satisfaction and sufficiency their personnel, equipments to perform the Works.

(e) If the CONTRACTOR has solely suspended the Works.

- 7.2. If the cost or money incurred by COMPANY in compensation for completion the Works as result of termination of the CONTRACT excess the amount due to CONTRACTOR in the CONTRACT in the event if the CONTRACTOR would have completed the Works, COMPANY shall have the right to make a claim to CONTRACTOR for the excising amount or deduct to CONTRACTOR's invoice for the Works performed previously.
- 7.3. Upon termination, all drawing, data, equipments, inventories including equipments in delivery shall be transferred to Company in good condition and CONTRACTOR shall also hand-over to COMPANY all supported documents including manufacturer's warranty, certificate of origin, invoice.
- 7.4. In case COMPANY determinate to take an exercise of CONTRACT termination for whatever reasons as described in the Article 7.1 above, COMPANY shall make a payment due to CONTRACT for all costs incurred by CONTRACTOR to perform previous Works to the termination.

8 LIQUIDATED DAMAGES

Failure of CONTRACT to perform the Works as committed schedule in Exhibit I – Scope of Work shall result CONTRACT to be a liability of liquidated damages to COMPANY. The liquidated damages shall be zero point five per cent (0.5%) for each of calendar delay days upto ten per cent (10%) of total contract price.

9 LAWS

The validity and interpretation of this CONTRACT shall be governed by Vietnam Laws.

10 RESOLUTION OF DISPUTES

Any dispute between the COMPANY and the CONTRACTOR in connection with or arising out of or in connection with the CONTRACT or the SERVICES (whether resulting from a claim in CONTRACT, tort or otherwise) including any question regarding its existence, validity or termination, shall be resolved by means of the following procedure:-

- (a) the dispute shall initially be referred to the COMPANY Representative and CONTRACTOR Representative who shall discuss the matter in dispute and make all reasonable efforts to reach an agreement;
- (b) if no agreement is reached under Clause (a) above the dispute shall be referred to the respective Managing Director or equivalent of the parties;
- (c) if no agreement is reached under Clause (b) above the dispute shall be referred to a person or a body possessing expert knowledge, if it is considered, in view of the nature of such dispute, to be more suitable than resorting to arbitration. Such a person or a body shall then be appointed by mutual agreement, and the place of proceedings and determination shall be Vietnam and the language to be used shall be English. Any decision of such a person or a body shall be final and binding upon the parties concerned;
- (d) if no agreement is reached under Clause (c) above, the dispute shall be finally and exclusively settled in accordance with the Vietnam International Arbitration Centre (VIAC) at the Vietnam Chamber of Commerce and Industry (VCCI) in accordance with its Arbitration rules. The arbitration shall be held in English at VCCI, Hochiminh City. The resulting arbitral award shall be final and binding without right of appeal, and judgment upon such award may be entered in any court having jurisdiction thereof.

Whilst any matter or matters are in dispute, the CONTRACTOR shall proceed with the execution and completion of the SERVICES and both the CONTRACTOR and the COMPANY shall comply with all the provisions of this CONTRACT.

Section III – SCOPE OF WORK

FOR PROVISION OF INTERIOR DESIGN AND CONSTRUCTION SUPERVISION SERVICES, BLOCKS 01/10&02/10, OFFSHORE VIET NAM

I. SCOPE OF WORK/ PHẠM VI CÔNG VIỆC

1. Objective/ Mục tiêu

PVEP Blocks 01/10&02/10 is the Operator of Kinh Ngu Vang Field, Blocks 01/10&02/10, offshore Viet Nam currently in need of design a new office located in 16th floor, 12 Tan Trao, Tan My Ward, Ho Chi Minh City, Vietnam serving for our daily word operation.

PVEP Blocks 01/10&02/10 là Nhà điều hành mỏ Kinh Ngư Vàng, Lô 01/10&02/10, ngoài khơi Việt Nam, hiện đang có nhu cầu thiết kế một văn phòng mới tại tầng 16, số 12 Tân Trào, Phường Tân Mỹ, Thành phố Hồ Chí Minh, Việt Nam phục vụ cho hoạt động công việc hàng ngày của Dự án.

The objective of this scope of work is to provide the Provision of interior design and construction supervision services, Blocks 01/10&02/10, Offshore Viet Nam (Services) for the development of a new office layout that is sufficiently functional, safety requirements and consistent with workplace standards and competent authority requirements.

Mục tiêu của phạm vi công việc này là cung cấp Dịch vụ Thiết kế nội thất và Giám sát thi công, văn phòng PVEP Lô 01/10&02/10, Ngoài khơi Việt Nam (sau đây gọi tắt là “Dịch vụ”) để triển khai công bố trí văn phòng mới đủ chức năng, đáp ứng các yêu cầu việc, an toàn và phù hợp với các yêu cầu của cơ quan có thẩm quyền.

2. General Requirements/ Yêu cầu chung

For the office design: the Services required under this ITB relating to the provision of interior office design services for the 16th floor, Victory tower, 12 Tan Trao, Tan My Ward, Ho Chi Minh City, Vietnam shall be designed with all governmental standards, specifications and regulations for the fit out services.

- Office is fitted out in good order and arrangement.
- Office is fitted out in satisfaction with CLIENT culture and image.
- Office is fitted out in a safety layout and condition.
- Office is fitted out in compliance with the landlord requirement and authority regulations.
- Preparing conceptual, schematic, and detailed design for the office layout and interiors.
- Preparing technical specifications, drawings, and tender documents for construction works.
- Specify a Bill of Material (BOM).

Đối với thiết kế văn phòng: Dịch vụ được yêu cầu theo Hồ sơ mời thầu (ITB) này liên quan đến việc cung cấp dịch vụ thiết kế nội thất văn phòng cho tầng 16, Tòa nhà Victory, số 12 Tân Trào, Phường Tân Mỹ, Thành phố Hồ Chí Minh, Việt Nam phải được thiết kế tuân thủ tất cả các tiêu chuẩn, quy cách và quy định của chính phủ cho dịch vụ hoàn thiện nội thất.

- Văn phòng được hoàn thiện theo trật tự và sắp xếp tốt.
- Văn phòng được hoàn thiện đáp ứng văn hóa và hình ảnh của Công ty.
- Văn phòng được hoàn thiện với bố trí và điều kiện an toàn.
- Văn phòng được hoàn thiện tuân thủ yêu cầu của chủ tòa nhà và các quy định của cơ quan có thẩm quyền.

- Chuẩn bị thiết kế ý tưởng, sơ đồ và chi tiết cho bố trí và nội thất văn phòng.
- Chuẩn bị quy cách kỹ thuật, bản vẽ và hồ sơ mời thầu cho công tác xây dựng.
- Liệt kê chi tiết danh mục trang thiết bị/vật liệu thi công.

For construction supervision: providing construction supervision to ensure the project is executed according to the approved design, specifications, quality standards, and within schedule.

Đối với giám sát thi công: Cung cấp dịch vụ giám sát thi công để đảm bảo dự án được thực hiện theo thiết kế đã duyệt, quy cách kỹ thuật, tiêu chuẩn chất lượng và trong tiến độ.

3. Detailed Scope of Work/ Phạm vi công việc chi tiết

3.1 Project Briefing & Site Check/ Tóm tắt Dự án & Kiểm tra hiện trạng

- Conduct site visits to evaluate existing conditions, measurements, and building systems:
 - ✓ Survey the existing site conditions
 - ✓ Identify the amenities and common facilities
 - ✓ Review with the Client the proposed site conditions
- Review building codes, landlord guidelines, and any site restrictions.
- Check measurements of the site and acquire AutoCAD layouts of all areas including floor layouts, reflected ceiling layouts elevations and sections.
- Review the project Schedule for critical dates for submissions and presentations.
- Thực hiện khảo sát hiện trạng để đánh giá điều kiện hiện có, đo đạc và hệ thống tòa nhà:
 - ✓ Khảo sát điều kiện hiện trạng mặt bằng.
 - ✓ Xác định các tiện ích và cơ sở vật chất chung.
 - ✓ Rà soát điều kiện công trường đề xuất với Khách hàng.
- Xem xét các quy định xây dựng, hướng dẫn của BQL tòa nhà và bất kỳ hạn chế nào của công trường.
- Kiểm tra kích thước hiện trạng mặt bằng và thu thập bản vẽ AutoCAD bố trí mặt bằng, bố trí bố cục các mặt đứng và mặt cắt của tất cả các khu vực.
- Xem xét tiến độ dự án về các mốc quan trọng để nộp hồ sơ và trình bày.

3.2 Design Phase/ Giai đoạn Thiết kế

- Prepare accurate AutoCAD layouts, elevations and reflected plans
- Prepare specific equipment and furniture layouts and re-used furniture markings.
- Prepare new furniture for final selection and tendering.
- Prepare rendered visuals for specified areas and items.
- Schedule and attend design coordination meetings with other Consultants and suppliers as required.
- Schedule design review meetings with proposed signage suppliers.
- Develop initial layout options and conceptual designs reflecting the Client's requirements.
- Submission of 2D and 3D layout options for Client with detailed requirements as follows:
 - Chuẩn bị bố trí bố cục mặt đứng và mặt bằng AutoCAD chính xác.

- Chuẩn bị bố trí thiết bị và nội thất cụ thể và đánh dấu nội thất tái sử dụng.
- Chuẩn bị nội thất mới để lựa chọn và mời thầu lần cuối.
- Chuẩn bị hình ảnh minh họa cho các khu vực và hạng mục được quy định.
- Lên lịch và tham dự các cuộc họp phối hợp thiết kế với các Tư vấn và nhà cung cấp khác theo yêu cầu.
- Lên lịch các cuộc họp xem xét thiết kế với các nhà cung cấp biển báo được đề xuất.
- Phát triển các phương án bố trí ban đầu và thiết kế ý tưởng phản ánh các yêu cầu của Khách hàng.
- Trình bày các phương án bố trí 2D và 3D cho Khách hàng với các yêu cầu chi tiết như sau:

No./TT	Description/ Mô tả	Qty of rooms/ Số lượng phòng	Square meter (from ... To)/ Diện tích	Remark/ Ghi chú
1	GM, Blocks 01/10&02/10/ GD Dự án, Blocks 01/10&02/10	1	N/A	Sound proof/ Cách âm
2	Deputy GM, Blocks 01/10&02/10/ Phó GD Dự án, Blocks 01/10&02/10	1	N/A	Sound proof/ Cách âm
3	Quản lý Phòng	8	N/A	Sound proof/ Cách âm
4	Meeting Room 1/ Phòng họp 1	1	N/A	Sound proof, wi-fi, video conference/ Cách âm, wi-fi, hội nghị truyền hình
5	Meeting Room 2/ Phòng họp 2	1	N/A	Sound proof, wi-fi/ Cách âm, wi-fi
6	Meeting Room 3/ Phòng họp 3	1	N/A	Sound proof, wi-fi/ Cách âm, wi-fi
7	Reception Area/ Khu vực Lễ tân	1	N/A	
8	Pantry Rooms/ Phòng Pantry	2	N/A	
9	Tender Room/ Phòng Đấu thầu	1	N/A	
10	Storage Room/ Phòng Kho có kệ 3 tầng	1	N/A	
11	Finance Storage Room/ Phòng Lưu trữ Kế toán	1	N/A	Mobile Rotary File Cabinet
12	Procurement Storage Room/ Phòng Lưu trữ đấu thầu	1	N/A	Mobile Rotary File Cabinet
13	IT Storage Room/ Phòng Kho CNTT	1	N/A	
14	Server Room/ Phòng Máy chủ	1	N/A	
15	Staff Area/ Khu vực Nhân viên	60 seats	N/A	

Note to Bidders: The above information is for reference only. The final once will be finalized in the Contract subject to Client approval. Bidder is encouraged to propose its own plan layout

Lưu ý cho Nhà thầu: Thông tin sau đây chỉ mang tính tham khảo. Nhà thầu được khuyến khích đề xuất bố trí mặt bằng riêng của mình.

- Provide design documents including but not limited to drawings, diagrams, presentations, etc
- Prepare Bill of Material (BOM) and technical specifications suitable for bidding.
- Support the Client in evaluating contractor bids by providing clarifications, technical comparison, and recommendations if required.
- Cung cấp hồ sơ thiết kế bao gồm nhưng không giới hạn ở bản vẽ, sơ đồ, bài thuyết trình, v.v..
- Chuẩn bị Bảng kê vật liệu (BOM) và quy cách kỹ thuật phù hợp cho việc đấu thầu.
- Hỗ trợ Khách hàng trong việc đánh giá hồ sơ dự thầu của nhà thầu bằng cách cung cấp giải thích, so sánh kỹ thuật và khuyến nghị nếu được yêu cầu.

3.3 Contract Documentation/ Hồ sơ Hợp đồng

Based on the Client's approval of the Design Development in writing, Bidder will prepare and finalize the Design Documentation which is 'Good for Tender' and subsequently 'Good for Construction' purposes.

Dựa trên sự chấp thuận bằng văn bản của Khách hàng đối với Phát triển Thiết kế, Nhà thầu sẽ chuẩn bị và hoàn thiện Hồ sơ Thiết kế là 'Sử dụng tốt cho Đấu thầu' và sau đó là 'Sử dụng tốt cho Thi công' These documents include a fully coordinated detailed Construction Documentation package to allow all elements of the project to be identified, budgeted, and scheduled. The Construction Documentation package shall include drawings of all areas in AutoCAD format for issue to the Contractor and other Consultants, including:

- ✓ Layouts, elevations and sections
- ✓ Door and Hardware Schedules
- ✓ Reflected ceiling and floor plans
- ✓ Furniture details
- ✓ Services Co-ordination
- ✓ FF&E Specifications, including:
 - Flooring stone, tiles and timber
 - Wall stone and tiles
 - Specialist finishes Furnishings and accessories

Hồ sơ tài liệu bao gồm bộ bản vẽ thiết kế kỹ thuật thi công chi tiết đã được phối hợp đồng bộ nhằm mục đích xác định đầy đủ các cấu phần của dự án, phục vụ cho việc lập dự toán chi phí và xác định tiến độ thực hiện. Hồ sơ thiết kế bản vẽ thi công phải bao gồm các bản vẽ của tất cả các khu vực ở định dạng AutoCAD để cung cấp cho Nhà thầu và các Tư vấn khác, bao gồm:

- ✓ Bố trí mặt bằng, mặt đứng và mặt cắt.
- ✓ Bảng liệt kê cửa và phụ kiện.
- ✓ Mặt bằng trần và sàn.
- ✓ Chi tiết nội thất.
- ✓ Phối hợp dịch vụ.
- ✓ Quy cách kỹ thuật Nội thất, Phụ kiện và Thiết bị, bao gồm:
 - Sàn đá, gạch và gỗ.
 - Tường đá và gạch.

- Hoàn thiện chuyên dụng, Đồ nội thất và phụ kiện.

In this phase of the works, Bidder shall also:

- ✓ Make final recommendations for the purchase of all design elements.
- ✓ Coordinate all M&E services with ID including lighting layouts and effects.
- ✓ Prepare specifications for accessories and graphics as necessary.
- ✓ Assist with assessing the project budget against the agreed concepts, construction and finishes as necessary.
- ✓ Identify specific items for mock-up assessment.

Trong giai đoạn công việc này, Nhà thầu cũng sẽ:

- ✓ Đưa ra các khuyến nghị cuối cùng cho việc mua tất cả các yếu tố thiết kế.
- ✓ Phối hợp tất cả các dịch vụ M&E với Thiết kế nội thất bao gồm bố trí và hiệu ứng chiếu sáng.
- ✓ Chuẩn bị quy cách kỹ thuật cho phụ kiện và đồ họa khi cần thiết.
- ✓ Hỗ trợ đánh giá ngân sách dự án so với các ý tưởng, thi công và hoàn thiện đã thỏa thuận khi cần thiết.
- ✓ Xác định các hạng mục cụ thể để đánh giá mô hình thử nghiệm.

Upon completion of the Construction Documents, Bidder shall forward both hard (6 copies) and soft copies to Client for record and final approval.

Sau khi hoàn thành Hồ sơ Thi công, Nhà thầu sẽ chuyển cả bản cứng (6 bộ) và bản mềm cho Khách hàng để lưu trữ và phê duyệt cuối cùng.

During the construction tender process Bidder shall be invited to attend a site visit with construction Consultant so that they have a full understanding of the building and the building management requirements.

Trong quá trình đấu thầu thi công, Nhà thầu sẽ được mời tham dự chuyên thăm công trường với Tư vấn xây dựng để họ hiểu rõ về tòa nhà và các yêu cầu quản lý tòa nhà.

Upon submission of the tenders by the fit out Contractors, the Consultant shall assist where required to assess the submissions and make impartial recommendations where necessary. If required, the Consultant shall suggest areas of value engineering and specification amendments or design enhancements as necessary to ensure the approved project budget is attained.

Khi các Nhà thầu hoàn thiện nội thất nộp hồ sơ dự thầu, Tư vấn sẽ hỗ trợ khi được yêu cầu để đánh giá hồ sơ và đưa ra các khuyến nghị khách quan khi cần thiết. Nếu được yêu cầu, Tư vấn sẽ đề xuất các lĩnh vực cải tiến giá trị và sửa đổi quy cách kỹ thuật hoặc nâng cao thiết kế khi cần thiết để đảm bảo đạt được ngân sách dự án đã được phê duyệt.

3.4 Construction Supervision Phase/ Giai đoạn Giám sát Thi công

- Review drawings, material submissions, and work schedules submitted by bidder.
- Participate in pre-construction meetings with the Client and contractor.
- Conduct regular site visits to monitor progress and ensure compliance with design and safety standards.
- Review and report any deviations or proposed changes to the Client.
- Coordinate with the contractor to resolve on-site technical issues.
- Inspect materials and workmanship for compliance with standards.

- Issue site instructions, non-conformance notices, and corrective action recommendations when necessary.
- Submit weekly progress reports including photographs and updates on schedule and safety.
- Verify completion of works and ensure all systems are tested and functional.
- Review as-built drawings, warranties, and O&M manuals.
- Participate in final inspection and punch list verification prior to handover.
- Xem xét bản vẽ, hồ sơ vật liệu đệ trình và tiến độ công việc do nhà thầu đệ trình.
- Tham gia các cuộc họp tiền thi công với Khách hàng và nhà thầu.
- Thực hiện các chuyến thăm công trường thường xuyên để theo dõi tiến độ và đảm bảo tuân thủ thiết kế và tiêu chuẩn an toàn.
- Xem xét và báo cáo bất kỳ sai lệch hoặc thay đổi đề xuất nào cho Khách hàng.
- Phối hợp với nhà thầu để giải quyết các vấn đề kỹ thuật tại công trường.
- Kiểm tra vật liệu và chất lượng thi công để tuân thủ các tiêu chuẩn.
- Đưa ra chỉ dẫn tại công trường, thông báo không tuân thủ và khuyến nghị hành động khắc phục khi cần thiết.
- Nộp báo cáo tiến độ hàng tuần bao gồm ảnh chụp và cập nhật về lịch trình và an toàn.
- Xác minh hoàn thành công việc và đảm bảo tất cả các hệ thống đã được kiểm tra và hoạt động.
- Xem xét bản vẽ hoàn công, bảo hành và sổ tay Hướng dẫn vận hành & bảo trì.
- Tham gia kiểm tra cuối cùng và xác minh danh mục lỗi cần sửa chữa trước khi bàn giao.

4. Deliverables/ Các sản phẩm bàn giao

- Full design documentation for the building is available in CAD form and will be made available for tender.
- Bill of Material (BOM) and cost estimates.
- Proposed Tender documents.
- Weekly supervision reports.
- Final as-built drawings and completion report.
- Toàn bộ hồ sơ thiết kế cho tòa nhà có sẵn ở định dạng CAD và sẽ được cung cấp cho việc đấu thầu.
- Bảng kê vật liệu (BOM) và dự toán chi phí.
- Hồ sơ mời thầu đề xuất.
- Báo cáo giám sát hàng tuần.
- Bản vẽ hoàn công cuối cùng và báo cáo hoàn thành.

5. Duration/ Thời gian thực hiện

The Services is on a tight. Bidder will be required to provide sufficient resources to maintain design production in accordance with schedule. Bidder is expected to work collaboratively work with Client and Landlord to ensure the project schedule is met. Progress sets will also be issued as a preliminary, courtesy set to the Landlord for their review in advance of the final approval documents.

Dịch vụ có thời gian thực hiện gấp rút. Nhà thầu sẽ được yêu cầu cung cấp đủ nguồn lực để duy trì tiến độ thiết kế theo tiến độ. Nhà thầu được yêu cầu sẽ hợp tác làm việc với Khách hàng và Chủ đầu tư để đảm bảo tiến độ dự án được đáp ứng. Các bộ báo cáo tiến độ cũng sẽ được phát hành như một bộ sơ bộ, gửi trước cho Chủ đầu tư để họ xem xét trước khi có tài liệu phê duyệt cuối cùng.

Bidder will also be expected to work collaboratively with other Consultants for purposes of coordination of services and other items related to completion of design for tender and construction purposes.

Nhà thầu cũng sẽ được kỳ vọng hợp tác làm việc với các Tư vấn khác cho mục đích phối hợp các dịch vụ và các hạng mục khác liên quan đến việc hoàn thành thiết kế cho mục đích đấu thầu và thi công.

The Services shall cover the full duration of the design and construction stages, estimated as follows:

Design Phase: **03 weeks as of contract signing date**

Construction Supervision: as per actual work

Exact timelines will be finalized based on project schedule

Các dịch vụ sẽ bao gồm toàn bộ thời gian của các giai đoạn thiết kế và thi công, ước tính như sau:

Giai đoạn Thiết kế:

Giám sát Thi công:

Thời gian chính xác sẽ được hoàn thiện dựa trên lịch trình dự án.

6. Responsibilities of the Client/ Trách nhiệm của Khách hàng

- Provide design drawing and office requirements.
- Facilitate site access and coordinate with building management.
- Approve deliverables in a timely manner.
- Cung cấp bản vẽ thiết kế và các yêu cầu về văn phòng.
- Tạo điều kiện tiếp cận công trường và phối hợp với ban quản lý tòa nhà.
- Phê duyệt các sản phẩm bàn giao kịp thời.

7. Responsibilities of Bidder/ Trách nhiệm của Nhà thầu

- Ensure all designs comply with building codes and safety standards.
- Maintain clear communication with the Client.
- Ensure time, quality, accuracy, and completeness of all deliverables.
- Protect confidentiality of Client information.
- Đảm bảo tất cả các thiết kế tuân thủ các quy định xây dựng và tiêu chuẩn an toàn.
- Duy trì giao tiếp rõ ràng với Khách hàng.
- Đảm bảo thời gian, chất lượng, độ chính xác và đầy đủ của tất cả các sản phẩm bàn giao.
- Bảo vệ tính bảo mật của thông tin Khách hàng.

8. Design Author's Supervision / Giám sát tác giả thiết kế xây dựng

Bidder shall perform the work throughout the construction process of the project, from commencement to completion and handover for use.

Nhà thầu sẽ thực hiện trong suốt quá trình thi công xây dựng công trình, từ khi khởi công đến khi hoàn thành và nghiệm thu đưa vào sử dụng.

APPENDICES

Appendix 1 – Existing Layout for the 16th floor, 12 Tan Trao, Tan My Ward, Ho Chi Minh City, Vietnam

II. TECHNICAL REQUIREMENTS/ YÊU CẦU KỸ THUẬT

1. Consultant Experience / Kinh nghiệm nhà thầu tư vấn

The Consulting Contractor must possess a Certificate of Capability for Construction Operations in the following scopes:

- Civil Engineering Structure Design: Class II or higher.
- Civil Engineering Construction Supervision Consultancy: Class II or higher.
- Construction Equipment Installation Supervision Consultancy: Class III or higher.

In addition, the Contractor must have completed at least two (02) similar consulting assignments/projects

Nhà thầu tư vấn có chứng chỉ năng lực hoạt động hoạt động xây dựng trong các lĩnh vực sau:

- Thiết kế công trình xây dựng dân dụng: Hạng II trở lên.
- Tư vấn giám sát xây dựng công trình xây dựng dân dụng: Hạng II trở lên.
- Tư vấn giám sát lắp đặt thiết bị công trình: Hạng III trở lên.

Nhà thầu đã thực hiện công tác tư vấn 02 công trình có tính chất tương tự.

2. Manpower Requirements/ Yêu cầu về nhân sự

Stt	Vị trí / Nhiệm vụ	Số lượng	Trình độ chuyên môn	Kinh nghiệm tối thiểu	Nhiệm vụ chính
1	Chủ nhiệm dự án / Quản lý dự án	1	Chứng chỉ hành nghề thiết kế kết cấu công trình	≥ 10 năm trong thiết kế công trình dân dụng	Điều hành tổng thể, chịu trách nhiệm chất lượng, tiến độ và liên hệ với Chủ đầu tư
2	Kiến trúc sư chủ trì / Thiết kế trưởng	1	Chứng chỉ hành nghề thiết kế kiến trúc công trình	≥ 7 năm kinh nghiệm thiết kế văn phòng	Chủ trì ý tưởng, quy hoạch không gian, phối hợp kỹ thuật
3	Chủ trì giám sát thi công và lắp đặt	1	Chứng chỉ hành nghề giám sát thi công công trình dân dụng	≥ 5 năm kinh nghiệm giám sát, kiểm tra bản vẽ	Kiểm soát chất lượng hồ sơ thiết kế, phối hợp thi công
4	Kỹ sư định giá	1	Chứng chỉ hành nghề định giá xây dựng	≥ 5 năm kinh nghiệm lập dự toán, hồ sơ thầu	Lập dự toán và hồ sơ thầu
5	Kỹ sư thiết kế	2-3	Đại học/Cao đẳng chuyên ngành Xây dựng công trình dân dụng	≥ 3 năm kinh nghiệm	Thực hiện bản vẽ 2D, 3D, chi tiết kỹ thuật

Section IV – CONTRACT PRICE SCHEDULE

No.	Description	Unit	Qty	Unit Price (VND)	Amount (VND)
I.	Design	Lump Sum	1		-
II	Construction supervision	Lump Sum	1		-
Total Amount (VAT excl.)					
VAT					
Total Amount (VAT incl.)					