



INVITATION TO BID (“ITB”)

TENDER NO.: PVEP-POC-DHN-2025-014

**PROVISION OF PERSONAL PROTECTIVE EQUIPMENT
(PPE) FOR DAI HUNG NAM PROJECT, DAI HUNG FIELD
DEVELOPMENT, BLOCK 05-1(a), OFFSHORE VIETNAM**

CLOSING TIME & DATE

@ 10:00 HOURS, 19th January 2026 (GMT+7)

GENERAL TABLE OF CONTENTS

INVITATION TO BID (ITB)

PART I - ITB INSTRUCTIONS

1. INSTRUCTIONS AND INFORMATION TO BIDDER
2. BIDDING FORMS
3. DETAILED PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

PART II – CONTRACT DOCUMENT

1. CONTRACT FORM
2. EXHIBITS

EXHIBIT I	SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS
EXHIBIT II	CONTRACT PRICE
EXHIBIT III	SHIPPING DOCUMENT, PACKING AND MARKING REQUIREMENT
EXHIBIT IV	INVOICING PROCEDURES & ADMINISTRATION GUIDELINE
EXHIBIT V	CONTRACT STANDARD FORMS

Project Name: Dai Hung Nam Project, Dai Hung Field Development, Block 05-1(a), Offshore Vietnam

ITB No.: PVEP-POC-DHN-2025-014

Package: PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

PART 1- SECTION 1 – INSTRUCTIONS TO BIDDERS



PART I : ITB INSTRUCTIONS

Project Name: Dai Hung Nam Project, Dai Hung Field Development, Block 05-1(a), Offshore Vietnam

ITB No.: PVEP-POC-DHN-2025-014

Package: PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

PART 1- SECTION 1 – INSTRUCTIONS TO BIDDERS



1. INSTRUCTIONS AND INFORMATION TO BIDDER

A handwritten signature in blue ink, located in the bottom right corner of the page.

INSTRUCTIONS AND INFORMATION TO BIDDER

1.0 GENERAL

- 1.1 Domestic Petroleum Operating Branch – PetroVietnam Exploration Production Corporation Limited (hereinafter referred to as "CLIENT") invites BIDDER to submit proposal for PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT, BLOCK 05-1(a), OFFSHORE VIETNAM (hereinafter referred to as "WORKS/SERVICES") under Tender No. PVEP-POC-DHN-2025-014 as details in this ITB.
- 1.2 In order for CLIENT to fully assess the relative merits of each proposal, BIDDER is requested to furnish CLIENT with all relevant and complete information as set forth in the following items of "INSTRUCTIONS AND INFORMATION TO BIDDER". BIDDER is urged to comply strictly with ITB's requirements.

1.3 Eligibility of BIDDER

BIDDER shall be eligible required as follows:

a. In case of independent BIDDER:

- **Domestic BIDDER** is to provide notarized copy of eligible certificate of business registration in accordance with Vietnamese Laws;
- **Foreign BIDDER** is to provide notarized copy of eligible certificate of business registration in accordance with the country of BIDDER'S nationality;
- BIDDER is an independent cost accounting entity;
- There is no decision by a competent authorities concluding that the BIDDER has an unhealthy financial status; BIDDER is not in bankrupt or insolvent status, and BIDDER is not in the process of dissolution.
- BIDDER participates in bid must be legally and financially independent with Investor and/or Procuring Entity. Failure to comply with such requirement may be considered as disqualified.

b. In case of Consortium:

- Each Consortium Partner is to provide the documents and to meet the requirements mentioned in paragraph 1.3.a. above.
- Written Consortium Agreement between the consortium partners specifying responsibilities (joint and several) of each Consortium Partner in implementing the Bid, rights and scope of work and respective value of each Consortium Partner, including the Leading Consortium Partner and its responsibility, place and date of signing the Consortium Agreement, signatures and seals (if any) of Consortium Partners. If the Consortium

Partner is authorized as the Leading Partner to sign the Proposal Letter, this effect shall be stated in the Consortium Agreement).

- 1.4. BIDDER must submit its proposal strictly in accordance with the terms of the ITB which consists of the following:

PART I - ITB INSTRUCTIONS

SECTION 1	INSTRUCTIONS AND INFORMATION TO BIDDER
SECTION 2	BIDDING FORMS
SECTION 3	DETAILED PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

PART II – CONTRACT DOCUMENT

CONTRACT FORM

EXHIBITS:

EXHIBIT I	SCOPE OF SUPPLY
EXHIBIT II	CONTRACT PRICE
EXHIBIT III	SHIPPING DOCUMENT, PACKING AND MARKING REQUIREMENT
EXHIBIT IV	INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES
EXHIBIT V	CONTRACT STANDARD FORMS

- 1.5 As a base case, **BIDDER's proposal should be in full conformity with the requirements as set out in the ITB.** Nothing shall be deemed to change or supplement this basis except revisions or addendum to the ITB issued in writing by CLIENT to BIDDER. If BIDDER wishes to present an alternative **(applicable to Technical Specifications ONLY)**, BIDDER may do so (as an option to CLIENT) only after having duly complied with the requirements of the ITB.
- 1.6 Any queries concerning the preparation of the proposal shall be directed in writing to the address given in Item 10.3.
- 1.7 All Bid Proposals must be signed by an officer duly authorized by BIDDER to do so.
- 1.8 Any amendment appearing in the Bid Proposal must be signed or initialed by an officer duly authorized by BIDDER to do so.
- 1.9 BIDDER is to ensure that all prices and other details in the proposal are correct at the time of submission. CLIENT will not entertain any changes or addenda due to typing or calculation errors after the Bid Closing Date.

- 1.10 BIDDER is to bear responsibility for and pay all costs, expenses and other charges incurred in preparation and delivery of the proposal to CLIENT's designated office as stated in Item 10.3, irrespective of whether an order is placed or not.
- 1.11 Proposal by BIDDER shall be binding for a minimum period of one hundred twenty **(120) calendar days from the Bid Closing Date**. BIDDER may assume that the award for CONTRACT will be made one hundred twenty (120) calendar days from the Bid Closing Date and BIDDER can assume that it has not been successful if no notification is received within the bid validity period. BIDDER shall state the precise date of validity in the proposal. CLIENT shall be entitled to request BIDDER to extend Bid Validity without any BIDDER's exception.
- 1.12 BIDDER is requested to use the term "CONTRACTOR/BIDDER" instead of its specific company business name in their submission of Bid Proposal except for covering letter, header and footer.
- 1.13 At any time prior to Bid Closing Date, CLIENT, for any reason, whether at its own initiative or in response to a clarification requested by BIDDER, may modify the ITB by amendment (including the extension of Bid Closing Date, if necessary) by sending the amendment of ITB in writing to all BIDDERS prior to the Bid Closing Date. These amendments shall be the part of ITB. BIDDERS shall notify to CLIENT by email or by fax to acknowledge their receipt of said amendments.
- 1.14 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTION AS SET FORTH IN THIS DOCUMENT WILL RESULT IN BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE IN WHICH CASE IT MAY BE DROPPED FROM FURTHER CONSIDERATION.

2.0 INTENTION TO BID

- 2.1 BIDDER is advised to thoroughly check the completeness of the ITB upon receipt. BIDDER must inform CLIENT within three (3) working days from the bid issue date if any of the pages are missing.
- 2.2 **BIDDER is required to acknowledge receipt of the ITB** in accordance with the ITB Acknowledgement Letter Form set out in PART 1- SECTION 2 - BIDDING FORMS and intention to submit proposal or otherwise by fax **at least three (3) working days** from bid issuance date. BIDDER is also advised to confirm its address and name a representative to whom all communications from CLIENT shall be addressed to.
- 2.3 Should BIDDER decline to submit a proposal, BIDDER shall state in writing the reason(s) for declining and is required to promptly return the ITB to CLIENT, and in all such cases this shall be done not later than the bid closing date.
- 2.4 All ITB returned shall be forwarded to the address as given in Item 10.3 herein, with the following wordings clearly marked on the cover/envelope.
 - (a) "DECLINE TO BID-DOCUMENTS RETURNED"
 - (b) ITB NUMBER and TITLE

(c) BIDDER'S NAME

3.0 EXCLUSIVITY OF BID – NOT APPLICABLE

BIDDER is required to submit Bid Proposal in conjunction with the Principal and the Principal MUST be the prime vendor for the total proposal package. BIDDER is also required to submit a support letter from Principal (if any).

4.0 SCOPE OF WORKS

WORKS to be provided under this ITB shall and defined in **EXHIBIT I – SCOPE OF WORKS** of the CONTRACT document.

5.0 PRICE QUOTATION

5.1 BIDDER's price quotation shall be quoted in Vietnam Dong (VND).

5.2 NOT APPLICABLE

5.3 Once specified, the unit prices shall prevail throughout the life of the CONTRACT and shall not be subject to revision by reason of cost escalation nor currency fluctuations.

5.4 PRICE OF COMPENSATION

5.4.1 BIDDER's Bid Proposal shall be in full conformity with the requirements as set out in this Bid documents.

5.4.2 BIDDER should specifically note that subsequence to the Bid Closing Date, no alteration in price quotation will be permitted whatsoever.

5.4.3 Prices are to be itemized according to the Item numbers in the PART 1-BIDDING FORMS - COMMERCIAL BID FORM attached hereto. Unit price and total price must be clearly stated in the quotation. All discounts, in percentage of total estimated contract value, are to be stated separately.

5.5 The proposed CONTRACT PRICE shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc) or not. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.

6.0 BID EXCEPTIONS

6.1 CLIENT kindly remind BIDDER to ensure full clarification of the bid with the CLIENT prior to submission (comply with the form as referred in the Attachment No.1 Clarification Request). It is essential to obtain all necessary information and address any uncertainties to ensure the bid is complete and aligned with the requirements. Please note that the CLIENT will not accept any deviations with cost impact for this package after submission. We encourage you to thoroughly review and confirm all aspects of the bid to avoid any discrepancies or non-compliance.

- 6.2 In the event BIDDER has any change that is considered of mutual benefit or if there is any exception to ITB document, BIDDER must state the changes or exceptions proposed by using the Exception Form as set out in BIDDING FORMS and giving specific reasons thereof. BIDDER must indicate clearly the effect, if any, these changes or exceptions may have on BIDDER's price quotation and CONTRACT PRICE if the change or exceptions were to be accepted by CLIENT. CLIENT will review each change or exception on a case-by-case basis, **but in no event shall BIDDER's base quotation be qualified by any such change or exception nor will CLIENT be obligated to accept any such change or exception.**
- 6.3 Changes or exceptions to the ITB document expressed after the Bid Closing Date will not be entertained.
- 6.4 If BIDDER cannot accept CLIENT's wording or any other requirement at any price, and is willing to risk having its proposal rejected on this basis, then BIDDER must include the following statement under the "CHANGE IN BID PRICE/DELIVERY" column of the Exceptions Form:
- "FIRM - WILL NOT ACCEPT CLIENT'S WORDING/REQUIREMENT AT ANY PRICE".
- 6.5 BIDDER shall quote the firm unit price by which the Price will be adjusted (either up or down) should CLIENT do not accept BIDDER's proposed changes or exceptions.
- 6.6 BIDDERS shall provide a softcopy of its UN-PRICED EXCEPTIONS using "Track Changes" in native Excel format submitted together with the Technical and Unpriced Package.
- 6.6 Failure to provide exceptions will convey that the terms and conditions in the Contract Form are acceptable and no further negotiations may be accepted by CLIENT
- 6.7 Where exceptions have been provided in the Bid, CLIENT reserves the right to enter into negotiations when CLIENT selects the successful bid.

7.0 BID BOND

Together with the Bid Proposal, BIDDER shall submit a Bid Bond (in a separate sealed envelope) as indicated in PART 1- SECTION 2- BIDDING FORMS - GBF-05 - Bid Bond Form. The value of the Bid Bond shall be at a fixed amount of **59,943,000 VND** and issued by a reputable commercial bank acceptable to CLIENT, in which the Bid Bond issued by the Vietnam's bank branch is highly recommended. Failure to submit such a Bid Bond shall entitle CLIENT to disqualify a Bid.

In case of Consortium, the Bid Bond will be provided by one of the following two methods:

- a) Each Consortium Partner shall provide separately Bid Bond, provided always that the total value of Bid Bond shall not be lower than the amount required hereof; if Bid Bond of any Consortium Partner is invalid the Bid Proposal of such Consortium shall be rejected according to the prerequisite criteria.

b) The Consortium Partners agree to appoint a Consortium Partner to provide Bid Bond for the whole Consortium. In this case, the Bid Bond may include the name of Consortium or name of the Consortium Partner providing the Bid Bond for the whole Consortium provided always that the total value of Bid Bond shall not lower than the amount required hereof.

This Bid Bond shall remain in force until thirty (30) days after the end of Bid Validity Period and any extension thereto. In the event, the extension of the Bid Validity Period agreed by the CLIENT and BIDDER, BIDDER shall, within seven (7) Days of such agreement, either provide a replacement Bid Bond or extend the Bid Bond for the period mutually agreed upon. In the event that BIDDER fails to comply with such instructions, CLIENT shall, at the expiry of the 7 days period, be entitled to call upon the Bid Bond without further notice to BIDDER.

Bid Bond shall be considered as not acceptable if its value is lower than the required value, is not in the required currency, with shorter validity period, not submitted to the address by the time required by the ITB, states an incorrect BIDDER'S Name, is not original or without valid signature.

Bid Bond may be returned to the unsuccessful BIDDER within thirty (30) days from the date of announcement of the Bid results. For the successful BIDDER, the Bid Bond will be returned at BIDDER's request when the successful BIDDER provides the Bank Guarantee.

Bid Bond shall be forfeited and shall be disposed if the BIDDER:

- withdraws its Bid Proposal during the Validity Period of the Bid or any extension of validity the BIDDER has agreed to;
- do not commence the contract negotiation, finalization or decline to do so within thirty (30) days after receipt of contract award notice, or have completed the contract negotiation, finalization but refuses to sign the contract without valid reasons;
- in case of the successful BIDDER, fails to furnish the performance bond before signing the contract or before the contract comes into force.

8.0 BANK GUARANTEE

BIDDER's attention is drawn to **Article headed as Bank Guarantee** of the CONTRACT FORM whereby the successful BIDDER is requested to provide an irrevocable first call Bank Guarantee issued by a commercial bank in which Bank Guarantee shall be issued by its local branch operated in Vietnam acceptable by CLIENT to guarantee performance of BIDDER's obligation under the CONTRACT. The format of Bank Guarantee shall be set out in the EXHIBIT III of CONTRACT document.

9.0 PROPOSAL FORMAT

9.1 BIDDER is to strictly adhere to the proposal format as set out below. **BIDDER must ensure that the "TECHICAL AND UNPRICED PACKAGE (TECHNICAL)" does not contain any pricing or cost. Failure to comply with**

*these instructions may render **BIDDER's** proposal invalid.*

9.2 BIDDER is strictly requested to submit its BID PROPOSAL into two (02) separate sealed packages:

- **VOLUME A – TECHNICAL PROPOSAL (UN-PRICED BID);**
- **VOLUME B – COMMERCIAL PROPOSAL (PRICED BID)**

and each volume shall be submitted as below:

- One (01) original;
- One (01) hard copy and
- One (01) electronic copy and shall be included with the original copy of the Bid submission

The original volumes shall be marked “ORIGINAL”. The copies shall be marked “COPY”. An electronic copy shall be provided as Hard Drive/USB memory stick in both scanned/PDF format and **editable format (Word/Excel)**.

In the event of discrepancy between the original and the copies or the electronic version, the ORIGINAL shall govern.

BIDDER shall ensure that BIDDER’s name and address and the bidding reference number and title are indicated on the cover of each package.

To preclude inadvertent opening by unauthorized parties, all envelopes shall be clearly marked as follows:

<p style="text-align: center;">VOLUME A – TECHNICAL PROPOSAL</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">VOLUME B – COMMERCIAL PROPOSAL – DO NOT OPEN</p> <p style="text-align: center;">“ORIGINAL”, “COPY”</p> <p style="text-align: center;">(AS APPROPRIATE)</p> <p>ITB NO: PVEP-POC-DHN-2025-014</p> <p>PACKAGE: PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</p> <p>SEALED BID PROPOSAL – DO NOT OPEN</p> <p>BIDDER: (BIDDER’S NAME: _____)</p>
--

9.3 CONTENTS OF TECHNICAL AND UNPRICED PACKAGE (TECHNICAL)

BIDDER is requested to review the PART 1-SECTION 2- BIDDING FORMS carefully before submission

No.	Item No. of the Instruction and Information to BIDDER	Remarks
	Within 3 Working Day After receiving the ITB	
GBF-01	ITB Acknowledge Letter	
	Volume A: Technical and Un-priced Proposal	No Commercial Value in these forms
GBF-02	Proposal Letter Form (Unpriced)	
GBF-03	Power of Attorney Form	
GBF-04	Consortium Agreement Form	
GBF-05	Bid Bond Form	
GBF-06	BIDDER's Company Information	
GBF-07	Financial Capability	
TBF-01	Scope of Supply	
TBF-02	Exceptions and Qualifications	

9.4 CONTENTS OF PRICED PACKAGE (COMMERCIAL)

Every page of BIDDER's price proposal must bear BIDDER's company seal. Priced package shall include the following:

	Volume B : Commercial (Priced) Proposal	
GBF-03	Proposal Letter (Priced)	
CBF-01	Schedule of Price and Breakdown of Contract Price	
CBF-02	Commercial/Exceptions/Qualifications	

10.0 SUBMISSION OF PROPOSAL

10.1 NOT APPLICABLE

10.2 BIDDER shall ensure that all proposals or submissions to CLIENT, pertaining to the enquiry are properly sealed and that the cover of each package is clearly marked in **bold letters** with the following wordings:

- (a) ITB number and the title.
- (b) BIDDER's name and return address.
- (c) "TECHNICAL AND UNPRICED PROPOSAL" or "PRICED PROPOSAL".
- (d) "PRIVATE AND CONFIDENTIAL"

- 10.3 **All communications and correspondence with regard to ITB and clarification shall be made to the following address:**

**DOMESTIC PETROLEUM OPERATING BRANCH – PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

15th Floor, Victory Tower

12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S.R Vietnam

Tel: (84-28) 3776 2222 Fax : (84-28) 3872 1079/3872 1088

Attention : Mr. Nguyen Xuan Ninh – Director

Email: trungnn@pvep.com.vn

Copy email: luandv@pvep.com.vn; dovh@pvep.com.vn; xuannpt@pvep.com.vn;

All communications with regard to bid clarifications shall be made in writing and must indicate the ITB number and title and send to the address given above. Such bid clarifications shall reach the address given above **at least three (03) days** prior to the Bid Closing Date. CLIENT shall preserve the right not to response to bid clarifications received later than the above mentioned time.

Submission of Bid Proposal shall be made to the following address:

**DOMESTIC PETROLEUM OPERATING BRANCH – PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

15th Floor, Victory Tower

12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S.R Vietnam

Tel: (84-28) 3776 2222 Fax : (84-28) 3872 1079/3872 1088

Attention : Mr. Nguyen Xuan Ninh

- 10.4 BIDDER is strongly advised to deliver the proposals by hand in order to assure timely receipt by CLIENT. If BIDDER elects to mail the proposal, BIDDER is advised to use a fast and reliable delivery service e.g. courier. BIDDER should advise CLIENT by fax the date on which the proposal was mailed and details of the delivery service.
- 10.5 Responsibility for timely delivery of the proposals to the correct address rests fully with BIDDER. CLIENT does not accept late bids submission. Delivery to the wrong address shall not be an excuse for late delivery.
- 10.6 BIDDER must ensure that the proposal is delivered to the address given in Item 10.3 above no later than **10:00 hours** 19th January -2026 (Vietnam Time, GMT+7)
LATE BIDS WILL NOT BE ENTERTAINED.
- 10.7 Bid Proposal as well as all correspondences and documents relating to the ITB exchanged by BIDDER and CLIENT shall be written in English. Supporting documents and printed literature furnished by BIDDER may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid Proposal, the translation shall govern.

11.0 ACCEPTANCE

PART 1- SECTION 1 – INSTRUCTIONS TO BIDDERS

- 11.1 CLIENT may, at CLIENT option, reject all proposals received or may accept any proposal which, in CLIENT's sole judgment, is the most advantageous to CLIENT. CLIENT reserves the right to accept or reject all or part of the proposal at CLIENT's discretion and will be under no obligation to explain the reasons thereof.
- 11.2 Award Strategy: Partial Award by sections. CLIENT reserves the right to award the CONTRACT at its own discretion.
- 11.3 CLIENT shall not be deemed to have accepted all or any part of a proposal unless and until a written acceptance is issued.
- 11.4 Any award as a result of this ITB will be through a properly executed contract issued by CLIENT. Prior to this, CLIENT may send the BIDDER a Letter of Award in order to initiate immediate placement of order. Upon receipt of the Letter of Award, BIDDER shall proceed immediately with the work mentioned in the Letter of Award.

12.0 PAYMENT

- 12.1 Payments shall be made in accordance to **Article headed as “INVOICING AND PAYMENT”** of CONTRACT FORM attached hereto.
- 12.2 Any proposal on progress payments shall be based on "value received" or verifiable milestones and not merely the passage of time and not for merely placing the CONTRACT.

ATTACHMENT 1

CLARIFICATION REQUEST FORMAT (TYPICAL)

From:	Fax Number:
Bidder:	Date:
Number of Pages, cover +	Reference Number:
To:	Clarification Request No.:
Attention: _____	Fax Number: (+84)
	Invitation to Bid Ref:
	Title:

[For clarification questions, the following form shall be used. In addition to sending by fax, Bidders are requested to send electronic copy in native file format – BIDDER is kindly requested to use the Excel format for ease of response by CLIENT]

Item No.	ITB Section Reference	Comment / Response	Question/ Clarification Request
1		BIDDER	
		CLIENT	
2		BIDDER	
		CLIENT	

Project Name: Dai Hung Nam Project, Dai Hung Field Development, Block 05-1(a), Offshore Vietnam.

ITB No.: PVEP-POC-DHN-2025-014

Package: Provision of Personal Protective Equipment (PPE)

PART 1- SECTION 2 - BIDDING FORMS



PART 1

SECTION 2 - BIDDING FORMS

2.1 GENERAL BIDDING FORMS

TABLE OF CONTENTS

2.1	General Bidding Forms
GBF-01	ITB Acknowledgment Letter
GBF-02	Proposal Letter Form
GBF-03	Power of Attorney Form
GBF-04	Consortium Agreement Form
GBF-05	Bid Bond Form
GBF-06	BIDDER's company information
GBF-07	Financial Capability

BIDDING FORM-GBF-01

ITB ACKNOWLEDGEMENT LETTER

Date: _____

Bidder Ref. No.: _____

Attn. : Mr. Nguyen Xuan Ninh – Director
Fax : (84-28) 3872 1079/3872 1088
Subject : Dai Hung Nam Project, Dai Hung Field Development, Block 05-1(a), Offshore Vietnam
ITB Number : PVEP-POC-DHN-2025-014
Package : Provision of Personal Protective Equipment (PPE)

- () We acknowledge receipt of the subject ITB and all referenced documents therein.
- () We have read the ITB and all attachments and will submit our bid proposal to CLIENT on or before the bid closing date.
- () We confirm our adherence to the highest standards of business ethics and, in particular, we have established precautions to prevent any of our officers, employees, or agents from making, receiving, providing or offering substantial gifts, entertainment, payment, loans or other considerations which may influence individuals.
- () We will not submit a bid proposal; ITB and all attachments will be disposed / returned upon CLIENT request.

Reason for declining:

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

This ACKNOWLEDGEMENT OF INTENTION TO BID confirms that we agree to treat the ITB (and any subsequent information provided to us) as confidential and proprietary information; that the ITB (and any subsequent ITB Documents) will not be reproduced without the prior written consent of CLIENT, other than for the purposes of preparing our PROPOSAL (and any subsequent UN-PRICED (TECHNICAL) / PRICED (COMMERCIAL) PROPOSAL); and that we will dispose / return all copies of the ITB Documents to CLIENT at CLIENT's request.

We further confirm that we will complete and deliver our PROPOSAL to CLIENT no later than **10:00 hrs (Vietnam Time) of** / / **2025.**

Contact information

Name of Single Point of Contact
Facsimile Number
Telephone Number



Email address
Postal Address
.....
.....

Yours faithfully

.....
(For and on behalf of _____)

EMAIL TO:

Email :
Copy email:

*[Please sign and return these forms promptly by facsimile & email within three (03)
Vietnamese working days upon receipt of this ITB]*

BIDDING FORM- GBF-02

1. PROPOSAL LETTER FORM (UN-PRICED)

Ref Number: [BIDDER TO INSERT REF. NUMBER OF ITS BID PROPOSAL]

From: [BIDDER TO INSERT NAME OF BIDDER],

To : Domestic Petroleum Operating Branch – PetroVietnam Exploration Production Corporation Limited (PVEP POC)

15th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward,

Ho Chi Minh City, S.R. Vietnam

Tel: (84-28) 3776 2222

Fax: (84-28) 3872 1079/3872 1088

Attn. : Mr. Nguyen Xuan Ninh – Director

ITB No. : PVEP-POC-DHN-2025-014

Package : “Provision of Personal Protective Equipment (PPE)”

We, the undersigned, certify that we have read and understood the subject Invitation to Bid (“ITB”) and all documents forming the ITB package.

- a. We, the undersigned, offer the supply of **Package:** _____ as quoted in our bid proposal on the term and subject to the conditions as detailed in the said ITB documents;
- b. We confirm that we have fully satisfied ourselves as to the extent, the nature of the work to be performed;
- c. We agree to abide by this Bid for the period of **One hundred twenty (120)** days from Bid Submission Deadline specified in ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. If our Bid is accepted, we commit to submit a Performance Bond strictly in accordance with the pro-format included in this ITB for the due performance of the Contract and submit it to CLIENT within period required by Contract;
- e. We are not participating, as BIDDER, in more than one Bid in this bidding process;
- f. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- g. We understand that you are not bound to accept the lowest bid and agree that you retain the right to reject any or all bids;
- h. We agree to bear all and any costs incurred by us in connection with the preparation and submission of this bid whether it is successful or not and agree that you are not liable in any way whatsoever for such costs;
- i. We certify/confirm that we are eligible to perform and execute this scope of supply.



Dated this day of _____ 2025

(*) _____ [General Director's Signature & Name]

In the capacity of _____ [position]

Duly authorized to sign this bid for and on behalf of _____ [name of BIDDER]

Note:

(*) This form must be signed by the BIDDER's General Director. Otherwise, an Authorization letter signed by BIDDER's General Director is required.

2. PROPOSAL LETTER FORM (PRICED)

Ref Number: [BIDDER TO INSERT REF. NUMBER OF ITS BID PROPOSAL]

From: [BIDDER TO INSERT NAME OF BIDDER],

To : Domestic Petroleum Operating Branch – PetroVietnam Exploration Production Corporation Limited (PVEP POC).

15th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward,

Ho Chi Minh City, S.R. Vietnam

Tel: (84-28) 3776 2222

Fax: (84-28) 3872 1079/3872 1088

Attn. : Mr. Nguyen Xuan Ninh – Director

ITB No. : PVEP-POC-DHN-2025-014

Package : “Provision of Personal Protective Equipment (PPE)”

We, the undersigned, certify that we have read and understood the subject Request for Quotation (“ITB”) and all documents forming the ITB package.

- a. We, the undersigned, offer the supply of **Package:** _____ as quoted in our bid proposal on the term and subject to the conditions as detailed in the said ITB documents;
- b. The total price considered to cover the scope that we are able to supply shall be _____ USD / VND *[insert the amount both in word and in number, the currency to bid]*
- c. We confirm that we have fully satisfied ourselves as to the extent, the nature of the work to be performed
- d. We agree to abide by this Bid for the period of **One hundred twenty** (120) days from Bid Submission Deadline specified in ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- e. If our Bid is accepted, we commit to submit a Performance Bond strictly in accordance with the pro-format included in this ITB for the due performance of the Purchase Contract and submit it to CLIENT within period required by the Contract;
- f. We are not participating, as BIDDER, in more than one Bid in this bidding process;
- g. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- h. We understand that you are not bound to accept the lowest bid and agree that you retain the right to reject any or all bids;



- i. We agree to bear all and any costs incurred by us in connection with the preparation and submission of this bid whether it is successful or not and agree that you are not liable in any way whatsoever for such costs;
- j. We certify/confirm that we are eligible to perform and execute this scope of supply.

Dated this day of _____ 2025.

(*) _____ [General Director's signature & name]

In the capacity of _____ [position]

Duly authorized to sign this bid for and on behalf of _____ [name of BIDDER]

Note:

- (*) This form must be signed by the BIDDER's General Director. Otherwise, an Authorization letter signed by BIDDER's General Director is required.

BIDDING FORM- GBF-03
POWER OF ATTORNEY FORM

Letterhead of BIDDER

Date:

To : Domestic Petroleum Operating Branch – PetroVietnam Exploration Production Corporation Limited (PVEP POC).

15th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward,
Ho Chi Minh City, S.R. Vietnam
Tel: (84-28) 3776 2222
Fax: (84-28) 3872 1079/3872 1088

Attn. : Mr. Nguyen Xuan Ninh – Director

ITB No. : PVEP-POC-DHN-2025-014

Package : “Provision of Personal Protective Equipment (PPE)”

I, the undersigned - the Legal Representative of [Name of BIDDER], hereby authorize and empower [name of Authorized Person and Position] to be my true and lawful attorney to

1. Signing Proposal Letter;
2. Signing transaction documents, correspondence with CLIENT during the Bidding Process, including, but not limit to, ITB Clarification Request, Bid Clarification;
3. Participating in Contract Negotiation and Finalization;
4. Signing petitions if the BIDDER has any petitions;
5. Signing contract with CLIENT if we are selected

For the provision of [] under the ITB No.: []

This Power of Attorney is effective as from _____ to _____.

Yours faithfully,

For and behalf of [name of BIDDER].

Name of Legal Representative of BIDDER

Name - Position:

BIDDING FORM- GBF-04
CONSORTIUM AGREEMENT FORM

_____, Date: _____

ITB No.: _____

Package: _____

We, representatives of the Parties of the Consortium Agreement, including:

Name of the Consortium Partner (Name of Each Consortium Partners) _____

Represented by: _____

Title: _____

Address: _____

Power of Attorney No. _____ dated _____ (in case of authorization).

The Parties (hereinafter referred to as Partners) agreed to enter into this Consortium Agreement with the following terms and conditions:

Article 1: General Provisions

1. The Partners are willing to form a Consortium to participate in the ITB No.: _____ for PROVISION OF _____ (hereinafter referred to as "ITB") to DOMESTIC PETROLEUM OPERATING BRANCH – PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (hereinafter referred to as "PVEP POC" or "CLIENT").
2. The Partners agree that the name of the Consortium for all correspondences related to TENDER is: _____ [specify name of the Consortium as agreed].
3. The Partners confirm that neither of them will unilaterally participate in the bidding of this ITB as an independent BIDDER of partner of other consortium. If the consortium is awarded the Contract, neither partner will refuse to execute its obligations and duties as agreed in the Contract unless otherwise agreed in writing by the Consortium Partner. If the Consortium Partner refuses to fulfill its own obligations as agreed then such Partner is to:
 - Compensate for all damages to other Consortium Partners;
 - Compensate for all damages to CLIENT as stipulated in the Contract;
 - Other penalty [specify other penalty].

Article 2. Responsibilities of the Partners

The Partners agree that the responsibilities of each Partner for execution of the Tender shall be as follows:

1. Leading Partner of the Consortium:
The Partners agreed to appoint _____ [specify the name of Leading Partner of the Consortium] to be the Leading Partner of the Consortium to act on behalf of the Consortium in the following works:

- 1.1. Signing Proposal Letter;
- 1.2. Signing transaction documents, correspondence with CLIENT during the Bidding Process, including, but not limit to, Tender Clarification Request, Bid Clarification;
- 1.3. Participating in Contract Negotiation and Finalization;
- 1.4. Signing petitions if the BIDDER has any petitions;
2. The Consortium Partners:
[Specify the scope of work, responsibilities of each Partner, including the Leading Partner of the Consortium and, if possible, to specify the percentage of appropriate value].

Article 3: Validity of the Consortium Agreement

1. This Consortium Agreement is valid from the date of signing.
2. This Consortium Agreement will expire in any of the following cases:
 - The Partners completed their obligations, duties and agreed to liquidate the Contract;
 - The Partners agreed to terminate this Agreement and the eligibility of the Consortium for this bidding is no longer valid;
 - Cancellation of Bidding Process of the Tender according to the notification of CLIENT.

This Consortium Agreement is made in ____ originals, each Partner will keep ____ original(s), all originals are equally valid.

LEGAL REPRESENTATIVE OF THE LEADING CONSORTIUM PARTNER

[Specify full name, title, sign and seal]

LEGAL REPRESENTATIVES OF THE CONSORTIUM PARTNERS

[Specify full name, title, sign and seal of each Consortium Partner]

BIDDING FORM - GBF-05

BID BOND FORM

Letterhead OF BANK

BID BOND TO ITB No.: _____

Package: _____

Date: _____

To: **DOMESTIC PETROLEUM OPERATING BRANCH – PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED** (hereinafter referred to as the "CLIENT")

Basing on the fact that _____ [*name and registered head office address of the BIDDER*], (hereinafter referred to as "BIDDER"), will participate to the Bidding for your ITB No. for the [_____].

We _____ [*name of the BANK*], having registered office located at _____ [*address of registered office of the BANK*] (hereinafter referred to as "BANK"), pledge to BIDDER to secure for the BIDDER to participate in bidding for said ITB with an amount of _____ VND/USD (In words: _____)

- A. We shall immediately transfer to CLIENT the amount of money mentioned above when CLIENT notifies in writing that BIDDER breaks the requirements specified in the ITB documents⁽¹⁾.
- B. This Bid Bond is valid for 150 days from the bid closing date. Any claim of CLIENT related to this Bid Bond shall be received by [*name of the BANK*] before expiry of above mentioned validity period.
- C. Any payments made upon your request shall be net and free of and without any present and future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the authority levying the same.
- D. The undertakings in this Bid Bond constitute direct, unconditional and irrevocable obligations on our part. We shall not be exonerated from all or any part of such obligations for any reason or cause whatsoever, such as changes in the terms and conditions of the ITB or extension of the Bid Validity Period or changes in the scope of the Project or nature of the WORK required to be executed by the BIDDER or failure to perform or the carrying out of any act or procedure by you or by a third party that would or could exempt or release us from our obligations and liabilities stipulated in this Bid Bond.
- E. All terms capitalized and not otherwise defined in this Bid Bond adopt the definitions set out in the ITB.

- F. Once signed and sealed by an authorised person of us, this Bid Bond is legally binding on us. In case of any doubt or uncertainty as to the authenticity of this Bid Bond, please contact in the address as below for verification:

Address:

Facsimile number:

Telephone number:

Attention:

Legal Representative of the BANK

[Specify name, title, sign and seal]

Notes:

(¹) If the Bidder is a Consortium and the Consortium Partners provide separate Bid Bond or one Consortium Partner provides Bid Bond for the entire Consortium, then this requirement will be amended as follows: "We shall immediately transfer to CLIENT the amount of money mentioned above when CLIENT notifies in writing that BIDDER or any Partner in BIDDER's Consortium breaks the requirements specified in the ITB documents".

BIDDING FORM - GBF-06

BIDDER'S COMPANY INFORMATION

BIDDER shall provide a succinct company profile containing as minimum information on the following:

Certification:

- a) Form and copies of company's certification including but not limited to business registration certificate or investment certificate issued pursuant to law, or a decision on establishment in the case of a domestic BIDDER which is an organization without business registration. A foreign BIDDER must have registration for its operation issued by the competent authority of the country of nationality of the BIDDER;
- a) Provide date of incorporation or registration of Bidding entity (i.e. private company, partnership, joint venture, limited company, etc.);
- b) Provide number of years established in the industry.

Power of Attorney:

Power of Attorney for BID signatory authority to bind BIDDER to fulfillment of commitments contained in its BID to perform scope of supply.

Policy & Philosophy:

A brief statement on the main operating policies/management philosophy adopted for work of this type.

Joint Execution Partner: If the BIDDER is submitting the BID as a partnership or joint venture, BIDDER shall provide:

- a) All above information for each partner or joint venture participant ("Joint Execution Partner");
- b) Provide relevant draft or final agreement / articles of association outlining the conditions of said agreement and responsibilities of the participants, including statements of Joint and Several Liability.

GBF-08
FINANCIAL CAPABILITY (*)

No.	Description	2022	2023	2024	Remark
1	Turnover				
2	Profit before tax				
3	Profit after tax				
4	Current Assets				
5	Current Liabilities				
6	Total Assets				
7	Total Liabilities				

(*) BIDDER is requested to submit a notarized copy of the BIDDER's Annual Audited Financial Report for the years of 2022, 2023, 2024 which is audited by authorized organization in accordance with the regulation to certify the above statistics.

General Director
(or Authorized representative of the BIDDER)
[Name, title, signature and stamp if any]

2.2 TECHNICAL BIDDING FORMS

2.2	Technical Bidding Forms	
	Scope of Supply	TBF-01
	Exceptions and Qualifications	TBF-02

Technical Bid Form TBF-01

Scope of Supply

1. CLIENT reserves the right to order all or any Section of the package from BIDDER without any prejudice to the unit prices and other terms and conditions. BIDDER is to comply with the requirements.

2. BIDDER is to confirm whether Bidder's submitted Bid fully covers the Scope of Supply/Works or partially covers the Scope of Supply/Works.

If applied, the partial Scope of Supply/Works to be quoted by Bidder must fully cover scope for individual Section(s).

(a) **Complete Scope of Supply** ☐

Bidder's submitted Bid **fully covers** all Scope of Supply/Work required in Table A.

(b) **Incomplete Scope of Supply** ☐

Bidder's submitted Bid **partially covers** the Scope of Supply/Works required in Table A.

3. BIDDER to provide Individual quotation for each Section in compliance with the required GOODS and preparation for shipment as per the table below.

Section 1: Quoted/ Not Quoted

Section 2: Quoted/ Not Quoted

4. Place and Time for Delivery:

The GOODS shall be delivered with the lead time as defined in Exhibit I - SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS.

Delivery place: PVEP-POC's Office, Building No.10, VSP Port 69- 30/4 Street, Rach Dua Ward. Ho Chi Minh City



Table A – Scope of Supply

No	Description	Specification	Unit	Q'ty	BIDDER's PROPOSAL (VND)
I	SECTION I - PROTECTIVE WORKWEAR & FOOTWEAR				Bidder to note "Quoted" or "No Quote" for each line item.
1	Coverall	REDWING-Model: 61715-55	Set	414	
2	Jacket	REDWING-Model: 62115-55	EA	212	
3	Trouser Pant	REDWING-Model: 66230-55	EA	86	
4	Safety Shoes	REDWING-Model: Work #3094	Pair	92	
5	Safety Shoes	REDWING-Model: Worx #5168	Pair	18	
6	Safety boots	REDWING-Model: #2564	Pair	102	
II	SECTION II – PERSONNAL PROTECTIVE EQUIPMENT				Bidder to note "Quoted" or "No Quote" for each line item.
1	Safety glasses	UVEX- Model: 9178-265 (Clear type)	EA	304	
2		UVEX- Model: 9178-286 (Dark type)	EA	192	
3	Safety glasses	UVEX- Model: 9161-305	EA	60	
4		UVEX - Model: RX-T9603	EA	60	
5	Safety hard hat	UVEX Pheos B-WR- Model: 9772030	EA	212	
6	Gloves	3M- Model Workcrew Gloves Level 5	Pair	580	
7	Face Mask	3M- Model: 3M-9541	EA	6,178	
8	Raincoats	GIVI- Model: ARS02	Set	180	

Failure to submit this form in accordance with the ITB's requirements may result in Bidder's proposal being disqualified.

Technical Bid Form-02 – Exceptions and Qualifications

BIDDER to provide herein details of any BIDDER's exceptions/qualifications to the contents and requirements of the DRAFT CONTRACT contained within the ITB Documents - PART 2 whether contractual, commercial or technical for CLIENT to review.

Any exceptions/deviations are to be included in this Bid Form No.02 and are not to be raised by BIDDER in other parts of the Proposal. Others raise by BIDDER in other parts of the Proposal will not be entertained.

Item No.	Section / Clause	Date	Comment By	Exception / Qualification / Reason / Alternative	Status (Open/Closed)	Cost Impact	
						Yes	No
1			BIDDER				
			CLIENT				
2			BIDDER				
			CLIENT				
3			BIDDER				
			CLIENT				
4			BIDDER				
			CLIENT				

(*) No price to be quoted in Technical (Un-price) proposal but in the Commercial (Price) proposal. BIDDER shall use the words "Quoted", "Inclusive", "No Quote" or "Not Available" where appropriate to replace the price in this Form TBF-02.

PART 1

SECTION 2

PROPOSAL BIDDING FORMS

2.3 COMMERCIAL BIDDING FORMS

INSTRUCTIONS FOR PROPOSAL – BID FORMS

COMMERCIAL PROPOSAL

TABLE OF CONTENTS

1. General Compensation Principals
2. Bid Forms
 - Bid Form CBF1 - Schedule of Price and Breakdown of Contract Price
 - Bid Form CBF2 - Commercial Exceptions / Qualifications

1. General Instruction:

1.1 Prices format and basis of pricing

- a. BIDDER is fully understanding the required EXHIBIT I - SCOPE OF WORK, CONTRACT FORM, EXHIBIT II - CONTRACT PRICE and others requirements of the DRAFT CONTRACT. BIDDER's proposal is based on all the requirements to complete the Work; BIDDER is to ensure that price breakdown provided (CBF1) by CLIENT shall represent the compensation for the full scope required in this ITB. Any missing items in the breakdown is considered included somewhere in the other items (lumpsum part).
- b. As part of its Commercial Proposal, BIDDER shall submit a fully detailed and complete Compensation Proposal as described herein. BIDDER shall prepare and submit its prices in the format of forms provided hereunder based on CLIENT's schedule of payment proposed in to Exhibit II of the Draft Contract (Part II of the ITB), which once approved by the CLIENT shall form the basis of the prices to be included in Exhibit II – CONTRACT PRICE of the Contract.
- c. BIDDER is to propose such prices and rates based on terms and conditions of DRAFT CONTRACT with the basis of compensation and reimbursement as specified in Exhibit II CONTRACT PRICE thereof.
- d. All day rates are to apply pro-rata to part of a day.
- e. BIDDER shall submit its prices in United States Dollars (For Foreign Bidders) or Vietnamese Dong for Vietnamese Bidders. Escalation due to currency fluctuation will not be considered.
- f. BIDDER warrants that the rates, fees and prices contained herein are inclusive of all costs incurred by BIDDER in discharging its obligations under the Contract, both those which are expressly identified and those which may be reasonably inferred from the Contract.
- g. Provision of an item or service, as required by the Contract, shall mean at BIDDER's cost, unless expressly stated otherwise.
- h. BIDDER is requested to carry out a detailed arithmetic check on all extensions, sub totals and totals to satisfy itself of the accuracy of the Compensation Proposal. BIDDER is also requested to check there is consistency between the pricing tables and that sub totals and totals have been correctly carried forward.
- i. All the blank spaces in the pricing tables shall be filled in and no revisions to the text or format of the pricing tables will be accepted. If any space is left blank, this shall mean the price is zero or included elsewhere. Regarding Rates for Resources, if the resource description is not applicable, BIDDER can include in the blank space "N/A", denoting "Not Applicable".

FORM CBF-1 SCHEDULE OF PRICE
AND BREAKDOWN OF CONTRACT PRICE

General Notes concerning the summary build-up of the Contract Price

1. Bid Form CBF1 records the summary build-up of the Contract Price in the form and format of the price summary tables included hereunder.
2. The paper copy of Bid Form CBF1 presented herein represents a true reproduction of the electronic file to be used by BIDDER to record the summary build-up of the Contract Price. It shall be BIDDER's responsibility to ensure that the Contract Price and the prices presented in the summary build-up of the Contract Price as recorded on the paper copy of Bid Form CBF1 are a true reproduction of the electronic file.
3. BIDDER must present its Lump Sum and Unit Rate prices such that when rolled up through the proposal to the Contract Price the prices are properly and reasonably distributed across the various areas.
4. In the event that BIDDER is awarded the Contract, the tables comprising the summary build-up of the Contract Price as Bid or as may have subsequently been agreed with BIDDER through the formal bid clarification process will be included in the Contract as Exhibit II – CONTRACT PRICE.
5. BIDDER to propose in Vietnamese Dong.
7. CLIENT reserves the right to order all or any Section of the package to BIDDER without any prejudice to the unit prices and other terms and conditions. BIDDER is to comply with the requirements.
8. BIDDER to provide Individual Total Price for each Section in compliance with the required GOODS and preparation for shipment as per the table below.

Section 1:VND

Section 2:VND



CBF-1 - SCHEDULE OF RATES AND PRICES

No.	Description	Specification	Unit	Q'ty	Unit price (VND)	Extended Price (VND)
I	PROTECTIVE WORKWEAR & FOOTWEAR					
1	Coverall	REDWING-Model: 61715-55	Set	414		
2	Jacket	REDWING-Model: 62115-55	EA	212		
3	Trouser Pant	REDWING-Model: 66230-55	EA	86		
4	Safety Shoes	REDWING-Model: Work #3094	Pair	92		
5	Safety Shoes	REDWING-Model: Worx #5168	Pair	18		
6	Safety boots	REDWING-Model: #2564	Pair	102		
	TOTAL SECTION I (Exclusive of VAT) (VND)					
II	PERSONNAL PROTECTIVE EQUIPMENT					
7	Safety glasses	UVEX- Model: 9178-265 (Clear type)	EA	304		
8		UVEX- Model: 9178-286 (Dark type)	EA	192		
9	Safety glasses	UVEX- Model: 9161-305	EA	60		
10		UVEX - Model: RX-T9603	EA	60		
11	Safety hard hat	UVEX Pheos B-WR- Model: 9772030	EA	212		
12	Gloves	3M- Model Workcrew Gloves Level 5	Pair	580		
13	Face Mask	3M- Model: 3M-9541	EA	6,178		
14	Raincoats	GIVI- Model: ARS02	Set	180		
	TOTAL SECTION II (Exclusive of VAT) (VND)					
III	GRAND TOTAL (I+II) (Exclusive of VAT) (VND)					

- The proposed **CONTRACT PRICE** shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc.) or not. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.

FORM CBF-2 - COMMERCIAL EXCEPTION FORM (PRICED)

BIDDER shall specify its qualification of, exception to, or deviation from, the ITB and the Draft Contract in the form (priced) provided hereunder:

Item No.	Reference (i.e. Section, Clause No., etc.)	Proposed Clarification, Exception or Deviation	Justification for Proposed Clarification, Exception or Deviation	Cost Impact, if exception is rejected by CLIENT

CLIENT shall assume BIDDER's acceptance to the CLIENT's requirements, terms and conditions of the Bid document should there is no qualifications/ exceptions are submitted in accordance with the above provided forms.

PART 1

SECTION 3

DETAILED PRELIMINARY AND TECHNIAL EVALUATION CRITERIA

PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE), FOR DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT, BLOCK 05-1(a), OFFSHORE VIETNAM

1. PRELIMINARY EVALUATION

PART 1- SECTION 3 – DETAILED PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

The Preliminary Criteria is defined as "MUST" Criteria. Therefore, Non-compliance / deviations / exceptions to any of these criteria will cause the Bid disqualified. BIDDERS will be requested to comply with the following requirements:

No.	Criteria	Bidder		
		A	B	C
1	Place and time of Bid submission			
2	Eligibility of BIDDER			
3	Original Bid Proposal			
4	Eligibility of Consortium agreements if applicable			
5	Eligibility of Proposal Letter			
6	Validity of Bid Proposal (at least 120 days of Bid Closing Date)			
7	Original Bid Bond			
8	Financial Capacity			
	Final Assessment			

Note: These above requirements are evaluated according to “qualified or disqualified” as result.

- “Qualified”: meet all requirements
- “Disqualified”: not meet any of these above requirements

Table 1-A: Financial Capacity:

Financial Year End Currency	Requirement (%) in at least one of the last three year	2022 (%)	2023 (%)	2024 (%)
1. Current Ratio	> 100			
2. Net profit margin	> 0			

- Current Ratio = Current assets/Current Liabilities >100
- Net profit margin = Profit after tax/ Turnover > 0

The Preliminary Criteria will be categorized under “ACCEPTABLE” or “NOT ACCEPTABLE” only. Any Bid which passed Preliminary Evaluation shall be accepted to Technical Evaluation.

2. TECHNICAL EVALUATION

The Technical Evaluation Criteria is attached herewith.

TECHNICAL EVALUATION CRITERIA

SECTION I: PROTECTIVE WORKWEAR AND FOOTWEAR

NO.	DESCRIPTIONS	REQUIREMENTS	CRITERIA	REMARKS
I	PROTECTIVE WORKWEAR			
1	Model	Meet all requirements in Item A.I.1- Section I- Exh. I	Major	No evidence or not meet requirements in A.I.1 gets “NA”.
2	Material	Meet all requirements in Item A.I.2- Section I- Exh. I	Major	No evidence or not meet requirements in A.I.2 gets “NA”.
3	Specifications	Meet all requirements in Item A.I.3- Section I- Exh. I	Major	Not meet requirements in A.I.3 gets “NA”.
4	Quantity & Size	Meet all requirements in Item B.I- Section I- Exh. I	Major	Not meet all requirements in Item B.I gets “NA”.
5	CO / CQ	Meet all requirements in Item A.I.5- Section I- Exh. I	Major	Not meet requirements in A.I.4 gets “NA”.
6	Delivery time	100 days from the date of Call out Request.	Minor	(*)
7	Delivery point	Meet all requirements in Item A.I.7- Section I- Exh. I	Major	Not meet requirements in A.I.7 gets “NA”.
II	PROTECTIVE FOOTWEAR			
1	Model	Meet all requirements in Item 1 of A.II.1; A.II.2; A.II.3 - Section I- Exh. I	Major	No evidence or not meet requirements in Item 1 of A.II.1; A.II.2; A.II.3 gets “NA”.
2	Standard	Meet all requirements in Item 2 of A.II.1; A.II.2; A.II.3 - Section I- Exh. I	Major	No evidence or not meet requirements in Item 2 of A.II.1; A.II.2; A.II.3 gets “NA”.
3	Specifications	Meet all requirements in Item 3 of A.II.1; A.II.2; A.II.3 - Section I- Exh. I	Major	No evidence or not meet requirements in Item 3 of A.II.1; A.II.2; A.II.3 gets “NA”.
4	Quantity & Size	Meet all requirements in Item B.II- Section I- Exh. I	Major	No evidence or not meet requirements in B.II gets “NA”.
5	CO / CQ	Meet all requirements in Item 4 of A.II.1; A.II.2; A.II.3 - Section I- Exh. I	Major	No evidence or not meet requirements in Item 4 of A.II.1; A.II.2; A.II.3 gets “NA”.
6	Warranty	Meet all requirements in Item 5 of A.II.1; A.II.2; A.II.3 - Section I- Exh. I	Major	No evidence or not meet requirements in Item 5 of A.II.1; A.II.2; A.II.3 gets “NA”.
7	Year of manufacture	Meet all requirements in Item 6 of A.II.1; A.II.2; A.II.3 - Section I- Exh. I	Major	No evidence or not meet requirements in Item 6 of A.II.1; A.II.2; A.II.3 gets “NA”.
8	Delivery time	100 days from the date of Call out Request.	Minor	(*)
9	Delivery point	Meet all requirements in Item 8 of A.II.1; A.II.2; A.II.3 - Section I- Exh. I	Major	No meet requirements in Item 8 of A.II.1; A.II.2; A.II.3 gets “NA”.

Note:

- Only one (01) requirement is “NOT ACCEPTABLE - NA”, the Bid will be disqualified.
- (*) Three Criteria of “TECHNICALLY ACCEPTABLE”; “ACCEPTABLE WITH CONCERN” and “NOT ACCEPTABLE” will be applied for criteria marked with “Minor” only as follow:
 - + “TECHNICALLY ACCEPTABLE” (“A”): if delivery time is up to 100 days.

- + “ACCEPTABLE WITH CONCERN” (“AWC”): if delivery time is from 101 days to 110 days.
- + “NOT ACCEPTABLE” (“NA”): if delivery time is above 110 days.

SECTION 2: PERSONAL PROTECTIVE EQUIPMENT

NO.	DESCRIPTIONS	REQUIREMENTS	CRITERIA	REMARK
1	Clear Safety Glasses	Comply with requirements in A.I.1 & B.1- Section II- Exh. I	Major	If not meet the requirements in A.I.1 & B.1 or no evidence gets “NA”.
2	Dark Safety Glasses	Comply with requirements in A.I.2 & B.1- Section II- Exh. I	Major	If not meet the requirements in A.I.2 & B.1 or no evidence gets “NA”.
3	Safety Glasses	Comply with requirements in A.I.3 & B.1- Section II- Exh. I	Major	If not meet the requirements in A.I.3 & B.1 or no evidence gets “NA”.
4	Prescriptive Safety Glasses	Comply with requirements in A.I.4 & B.1- Section II- Exh. I	Major	If not meet the requirements in A.I.4 & B.1 or no evidence gets “NA”.
5	Safety Hard Hat	Comply with requirements in A.II & B.2- Section II- Exh. I	Major	If not meet the requirements in A.II & B.2 or no evidence gets “NA”.
6	Gloves	Comply with requirements in A.III & B.3- Section II- Exh. I	Major	If not meet the requirements in A.III & B.3 or no evidence gets “NA”.
7	Face Mask	Comply with requirements in A.IV & B.4- Section II- Exh. I	Major	If not meet the requirements in A.IV & B.4 or no evidence gets “NA”.
8	Raincoat	Comply with requirements in A.V & B.5- Section II- Exh. I	Major	If not meet the requirements in A.V & B.5 or no evidence gets “NA”.
9	Delivery Time	90 days from the date of Call-out Request for Item I.1; I.2; I.3; I.4; and II. 45 days from the date of Call-out Request for Item III; IV; and V.	Minor	(**)
10	Delivery point	Meet all requirements in Item 8 of A.I; A.II.; A.III; A.IV; A.V - Section II- Exh. I	Major	No meet requirements in Item 8 of A.I; A.II.; A.III; A.IV; A.V gets “NA”.

Note:

- Only one (01) requirement is “NOT ACCEPTABLE - NA”, the Bid will be disqualified.
- (**) Three Criteria of “TECHNICALLY ACCEPTABLE”; “ACCEPTABLE WITH CONCERN” and “NOT ACCEPTABLE” will be applied for criteria marked with “Minor” only as follows:
 - + “TECHNICALLY ACCEPTABLE” (“A”): if delivery time is up to 90 days (for Item I.1; I.2; I.3; I.4; and II); 45 days (for Item III; IV and V).
 - + “ACCEPTABLE WITH CONCERN” (“AWC”): if delivery time are from 91 days to 100 days (for Item I.1; I.2; I.3; I.4; and II); from 46 days to 55 days (for Item III; IV and V).
 - + “NOT ACCEPTABLE” (“NA”): if delivery time is above 100 days (for Item I.1; I.2; I.3; I.4; and II); above 55 days (for Item III; IV and V).



PURCHASE CONTRACT

Between

**DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

And

CONTRACTOR

For

**PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR
DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT,
BLOCK 05-1(a), OFFSHORE VIETNAM**

CONTRACT No.: PVEP-POC-DHN-2025-014

✓

TABLE OF CONTENTS

ARTICLE.	TITLE
	PREAMBLE
1.	INTERPRETATION OF CONTRACT
2.	DEFINITIONS
3.	FORM OF CONTRACT
4.	GOODS, QUANTITY AND SPECIFICATIONS
5.	CONTRACT PRICE
6.	DELIVERY
7.	NOTICE OF DELIVERY, SHIPPING DOCUMENTS, PACKING AND MARKING
8.	PASSING OF TITLE AND CONTRACTOR'S RISK
9.	ACCEPTANCE OF GOODS
10.	INVOICING AND PAYMENT
11.	TAX AND DUTY
12.	INSURANCE
13.	ACCESS AND AUDIT
14.	CONFIDENTIALITY
15.	SUPSPENSION
16.	TERMINATION
17.	WARRANTY
18.	ENGINEERING CODES AND STANDARDS
19.	MANUFACTURING CHANGES
20.	PATENT INDEMNITY
21.	LIABILITIES AND INDEMNITY
22.	LIMITATION OF LIABILITY
23.	LIENT AND CLAIMS
24.	FORCE MAJEURE
25.	HEALTH, SAFETY AND ENVIRONMENT
26.	ASSIGMENT AND SUBCONTRACT
27.	VENDOR DATA REQUIREMENTS AND SUBMITTAL
28.	EXPEDITING
29.	INSPECTION
30.	LIQUIDATED DAMAGES
31.	BANK GUARANTEE
32.	APPLICABLE LAW AND ARBITRATION
33.	LANGUAGE
34.	NON-EXCLUSIVE AGREEMENT
35.	ENTIRE AGREEMENT



EXHIBITS

EXHIBIT I	SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS
EXHIBIT II	CONTRACT PRICE
EXHIBIT III	SHIPPING DOCUMENT, PACKING AND MARKING REQUIREMENT
EXHIBIT IV	INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES
EXHIBIT V	CONTRACT STANDARD FORMS



PREAMBLE

This CONTRACT (hereinafter referred to as "CONTRACT") is made and entered into this _____ 20.. effective as of the _____ 20... ("Effective Date") between

DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED, a company organized and existing under the Laws of S.R Vietnam and having its registered address at 15th Floor, Victory Tower, 12 Tan Trao Street, Tan Phu Ward, Dist. 7, Ho Chi Minh City, S.R. Vietnam, (hereinafter referred to as "CLIENT") of the first part;

and

CONTRACTOR, a company incorporated under the laws of *S.R Vietnam* and having its registered office at *ADDRESS*, (hereinafter referred to as "CONTRACTOR") of the second part.

Hereinafter the parties of the first and second parts shall be referred to singularly as "Party" and collectively as "Parties".

WHEREAS : CLIENT is appointed as Authorized Operator's Attorney for the exploration, development and production of hydrocarbons for oil and gas fields offshore Vietnam;

WHEREAS : CLIENT requires **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT, BLOCK 05-1(a), OFFSHORE VIETNAM** (hereinafter referred to as the "GOODS") as described in the **EXHIBITS** (attached hereto and made a part hereof) and in accordance with the terms of this CONTRACT;

WHEREAS: CONTRACTOR represents that it is able and willing to supply the aforementioned GOODS and that it has the experience and capability to do so expeditiously.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION OF CONTRACT

1.1 The following documents together constitute this CONTRACT:

CONTRACT FORM

EXHIBIT I	SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS
EXHIBIT II	CONTRACT PRICE
EXHIBIT III	SHIPPING DOCUMENT, PACKING AND MARKING REQUIREMENT
EXHIBIT IV	INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES
EXHIBIT V	CONTRACT STANDARD FORMS

1.2 Interpretation and Significance of Expressions

- a) In the event of ambiguity, inconsistency or conflict between the provisions of the CONTRACT and the Exhibits listed above, the CONTRACT shall prevail and precede over the Exhibits. In the event of disagreement between the Specification and drawing, the Specification shall be decisive.

- b) In the event of ambiguity, inconsistency or conflict between the provisions of the Exhibits, CLIENT Representative shall have the discretion to decide the order of prevalence amongst the Exhibits.
 - c) Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
 - d) All headings to the Articles of the CONTRACT are inserted for convenience of reference only and shall not affect the construction or interpretation of this CONTRACT.
 - e) At anytime and unless expressly stated otherwise, when the following expressions and description and derivatives thereof appear in the CONTRACT, their connotations shall be extended or limited as set out as follows:
 - "including", "included", "such as", "comprising", "comprise" and the like shall be deemed to be completed by the expression "but not limited to".
 - "require", "request", "submit", "answer", "notify", "instruct", "state", "inform", "agree", "approve", "advise" and the like shall be deemed to be completed by the expression "in writing".
 - "days" shall mean "consecutive calendar days", it being understood that all dates and time periods referred to in the CONTRACT relate to Gregorian calendar.
 - f) Where the context so requires, the singular includes the plural and vice versa and words of one gender include all genders.
 - e) Headings and table of contents are inserted only for convenience and shall not in any way limit or govern the construction of the CONTRACT.
- 1.3 Any references or details provided in any one of the above documents but not in others shall be taken as read in all documents in this CONTRACT.
- 1.4. (a) All Standards, Codes, Specifications, Drawings, Instructions and other documents that are referred to in the Exhibits are deemed as incorporated by reference and made a part of the CONTRACT. CONTRACTOR shall immediately notify CLIENT of ambiguity, inconsistency or conflict between any of these documents. CLIENT will then issue instruction regarding these documents. Otherwise, the Articles of the CONTRACT shall take precedence in the event of ambiguity or it being in conflict or inconsistent with any other referred document.
- (b) Should CONTRACTOR fail to give notice to CLIENT or fail to discover such ambiguity, inconsistency or conflict in the aforementioned documents as should have been discovered by CONTRACTOR, all extra costs resulting from such failure shall be borne by the CONTRACTOR, except when it was caused solely by negligence of CLIENT.
- 1.5 None of the documents herein before mentioned shall be used by CONTRACTOR for any purpose other than for this CONTRACT.

ARTICLE 2 - DEFINITIONS

- 2.1 "AFFILIATES" means any CLIENT which controls, or is controlled by, or which is controlled by an entity, which controls, a Party. For the purposes of this definition, "control" means the ownership directly or indirectly of more than fifty (50%) percent of the voting rights in a CLIENT.
- 2.2 "GOODS"/ "WORK" means all materials or products, services and obligations to be performed, provided or otherwise fulfilled by CONTRACTOR pursuant to and in accordance with the CONTRACT requirements or goods to be purchased or to be supplied as specified in the CONTRACT.



- 2.3 “CLIENT” means DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED or any its divisions, AFFILIATES so named in the CONTRACT.
- 2.4 “CONTRACT” means the CONTRACT document and any other documents listed herein and shall constitute the entire agreement between the Parties and the appendices as may be amended by any special conditions referred to in the CONTRACT.
- 2.5 “CONTRACTOR” means the person(s), firm, company or entities named in the CONTRACT to supply GOODS/WORKS hereinafter defined and shall include the CONTRACTOR’s legal personal representatives, successors and assignees
- 2.6 “CONTRACT PRICE” means the Price payable to CONTRACTOR as specified in the Article headed CONTRACT PRICE.
- 2.7 “Country of Origin” means the place where the GOODS were mined, grown, cultivated, produced, manufactured or where GOODS and its parts are processed, assembled, further manufactured to have a merchantable product that has substantial differentiation from the components from which it is composed.
- 2.8 “Day” means calendar day.
- 2.9 “Delivery Date” means the point in time when the required GOODS are considered officially delivered to the CLIENT as specified in EXHIBIT I. The Delivery Date may be divided into multiple dates based on the number of shipments permitted under the terms of the CONTRACT. Each shipment will be documented separately, and the corresponding Acceptance Protocol will be issued for each delivery. This occurs when the CLIENT receives the GOODS or is meant to receive them, as indicated by the signing of the Acceptance Protocol. The signature on the Acceptance Protocol serves as an acknowledgment that the CLIENT has received the GOODS in acceptable condition.
- 2.10 “Gross Negligence” means an act or omission which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and of which the actor has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others or damage to property or the environment.
- 2.11 “Liquidated Damage” is the sum which party to CONTRACT agrees to pay if a Party breaks particular promise and, which having been arrived at by good faith effort to estimate actual damage that shall probably ensue from breach, is recoverable as agreed damages if break occurs.
- 2.12 “SPECIFICATIONS” means the specifications of GOODS attached to the CONTRACT; the specifications also include the inspection method of GOODS and packing standards, the specifications shall constitute an integral part of the CONTRACT.
- 2.13 “CONTRACTOR” means the person(s), firm, company or entities named in the CONTRACT to supply GOODS hereinafter defined and shall include the CONTRACTOR’s legal personal representatives, successors and assignees.
- 2.14 “SERVICES” means all works, services and obligations to be performed, provided or otherwise fulfilled by CONTRACTOR pursuant to and in accordance with the Terms and Conditions of the CONTRACT, including without limitation the work and services described in the CONTRACT, together with any operations carried out in connection therewith, and the physical result of the performance of such work, services and obligations.

ARTICLE 3 - FORM OF CONTRACT

✓

- 3.1 CLIENT shall not be liable for any orders or amendments other than those issued or confirmed on this CONTRACT and any amendment thereto.
- 3.2 CLIENT may make changes in the SPECIFICATIONS or drawings, including additions to or deletions from the quantities of GOODS originally ordered. If any such changes affect the amount due and/or the time of performance hereunder, an equitable adjustment shall be made as mutually agreed by CLIENT and CONTRACTOR to the amount due and/or the time of performance, as the case may be by the issuance of CLIENT's Change Order.
- 3.3 Authorized Change Order requests made after Effective Date of CONTRACT shall be priced properly justified and immediately submitted to CLIENT for approval. CLIENT reserves the right to accept or reject any or all requests.

ARTICLE 4 - GOODS, QUANTITY AND SPECIFICATIONS

- 4.1 CONTRACTOR shall supply the GOODS to CLIENT with SPECIFICATIONS, quantity, unit as described in Exhibit I attached hereto, which forms an integral part of this CONTRACT.
- 4.2 The GOODS shall be brand new, fully meet all specifications and requirements as stated in Exhibit I, and conform to quality standards of relevant Manufacturers, when no applicable standard is mentioned, the appropriate official standards of the Country of Origin shall be applicable.
- 4.3 Manufacturer and Country of Origin: as requested in Exhibit I.

ARTICLE 5 - CONTRACT PRICE

- 5.1 The CONTRACT PRICE shall be detailed in accordance with Exhibit II of this CONTRACT.
- 5.2 The CONTRACT PRICE referred to in this Article shall be provided in Exhibit II, unless otherwise expressly stipulated in this CONTRACT, including without limitation the value of the GOODS, charges of marking and packing, transportation cost, technical documentation, expenses for test and inspection performed by CONTRACTOR or its manufacturer prior to shipment and obtaining necessary certificates and licenses, warranty services (if any) and all taxes, duties and other expenses in connection with the execution of this CONTRACT outside the CLIENT's country, and excluding only Value Added Tax (VAT) in CLIENT's country.

The price is fixed and not subject to change for the whole term of the CONTRACT, with the exception of any price adjustments authorized in the Contract.

ARTICLE 6 - DELIVERY

- 6.1 Time is of the essence for the delivery of GOODS specified under the CONTRACT. CONTRACTOR shall give written notice to CLIENT of any anticipated delay. In case of actual or anticipated delay, CLIENT may terminate the CONTRACT in manner as specified in the Article headed TERMINATION.
- 6.2 Unless otherwise provided herein, the delivery of GOODS shall be governed and/or construed in accordance with the provision of Incoterms 2020, ICC and any amendments thereto.
- 6.3 The Commodity supplied under this CONTRACT shall be delivered in accordance with Exhibit I.
- 6.4 Delivery time shall comply with the requirements outlined in EXHIBIT I.

Earlier delivery is desired.

Partial delivery is allowed, provided that it incurs no additional costs to the CLIENT and receives prior approval from the CLIENT..

- 6.5 CONTRACTOR shall be responsible for and bear all risks and relevant costs and damages and/ or loss caused to CLIENT arising out of or relating to CONTRACTOR's sending GOODS to the wrong destination.

CONTRACTOR shall be responsible for any incremental installation cost and/ or transportation cost and/ or any other reasonable cost/ expenses resulting from late delivery.

ARTICLE 7 - NOTICE OF DELIVERY, SHIPPING DOCUMENTS, PACKING AND MARKING

- 7.1 CONTRACTOR is required to deliver the complete GOODS to the CLIENT at the Delivery Place on or before the Contractual Delivery Date as specified in the EXHIBIT II – Schedule of Price and Rates. Delivery outside of the specified time and place is not accepted unless approved by CLIENT.

- 7.2 Immediately but not later than four (4) days before the Delivery Date, CONTRACTOR shall send the Shipping Documents as stipulated in Exhibit III of this CONTRACT in English language to CLIENT by Express Courier at the CONTRACTOR's expenses.

CONTRACTOR shall also advise CLIENT of the following information to enable CLIENT to support if necessary customs procedures for import of the shipped GOODS:

- (a) CONTRACT number and GOODS description;
 - (b) Number of packages;
 - (c) Weight and dimension of each package;
 - (d) Vessel's name (Carrier/Flight Number for air freight), estimated time of departure (ETD) from port/ airport of export and estimated time of arrival (ETA) at port/ airport of discharge.
 - (e) Other necessary information.
- 7.3 Within two (2) days before the Delivery Time as specified in Article headed Delivery, CONTRACTOR shall send the written Delivery Notice in which shall be specified the information as requested in Article 7.1 hereof.
- 7.4 GOODS shall be packed, marked and delivered in original and standard packing for export and suitable for the nature of GOODS and transportation in accordance with Packing and Marking Requirement as stipulated in Exhibit III of this CONTRACT.

ARTICLE 8 - PASSING OF TITLE AND CONTRACTOR'S RISK

- 8.1 Receipt and When GOODS are delivered

GOODS shall be deemed delivered upon signing by CLIENT and CONTRACTOR of a Acceptance Protocol in accordance with the Article headed Acceptance of GOODS.

- 8.2 Passing of Title and Risk

GOODS shall remain at CONTRACTOR's risk until GOODS shall be delivered as stipulated in this Article 8.

Property and Title in GOODS shall be passed to CLIENT when the GOODS are delivered stipulated in this Article 8, unless otherwise agreed in this CONTRACT.

ARTICLE 9 - ACCEPTANCE OF GOODS

- 9.1 All WORKS under this CONTRACT shall be performed in accordance with this CONTRACT to the satisfaction of the CONTRACT's requirement.
- 9.2 CLIENT or its duly appointed representative shall have the right to inspect and if necessary to reject and to request for replacement of GOODS or parts thereof which do not comply with the CONTRACT.

- 9.3 In the case of GOODS or parts thereof delivered by CONTRACTOR not in conformity with the CONTRACT, whether by reason of not being the quality or not in the quantity or measurements stipulated or being unfit for the purpose for which they are required where such purpose has been made known to CONTRACTOR or not meeting the requirement of Shipping Documents as stipulated under the CONTRACT, CLIENT shall have the right to reject or not to accept such GOODS, request SUPPLIER to repair or replace such GOODS; supply any shortfall in the event of shortfall in delivery and to purchase. CONTRACTOR shall bear all expenses incurred by either CONTRACTOR or CLIENT as a result of the rejection, repair or replacement of GOODS or supply of shortfall in delivery including but not limited to cost of transportation and customs duties.
- 9.3 In case of partial delivery, any delay or failure shall be deemed a breach of the CONTRACT and CLIENT reserves the right to terminate CONTRACT or refuse to accept GOODS respectively.
- 9.4 Where CLIENT or its appointed party makes an inspection of a representative sample of GOODS not in accordance with the SPECIFICATIONS in the respective sample, CONTRACTOR shall bear the additional cost of inspecting the whole of GOODS supplied to ascertain their quality or quantity or measurement stipulated or being fit for the purpose of which they are required.

9.5 Acceptance Protocol

Upon arrival of GOODS at the place of delivery in accordance with the Article headed as DELIVERY, within 03 (three) days after receiving the notice from CLIENT (by fax), CONTRACTOR shall, at its own cost, arrange and assign an authorized representative to be present at CLIENT's warehouse to assist CLIENT in becoming familiar with the operation of the GOODS during the period of inspection prior to acceptance of GOODS. However, CLIENT's performance shall not release CONTRACTOR from its obligations and responsibilities under CONTRACT, including without limitation CONTRACTOR's warranty obligations.

Upon completion of the inspection prior to acceptance of GOODS, CLIENT shall issue an Acceptance Protocol in accordance with Exhibit V of this CONTRACT which will be duly signed by authorized representatives of both Parties and the third party for handover of GOODS. All costs, expense of the trip and stay of the CONTRACTOR's representative shall be at the CONTRACTOR's account.

Should any GOODS fail to past inspection prior to acceptance of GOODS, CLIENT may reject such defective GOODS, in whole or in part, and CONTRACTOR shall immediately either replace the rejected GOODS or make alterations necessary to meet specifications and requirements under CONTRACT free of charge to CLIENT.

Both Parties shall agree that the Acceptance Protocol shall be final and binding evidence regarding the quantity, quality and status of GOODS for CLIENT to make payment to the CONTRACTOR under this CONTRACT and CONTRACTOR hereby agree to make no claim or any similar request to CLIENT for any payment which is not supported or substantiated by the Acceptance Protocol. However, the issuance of the said Acceptance Protocol itself shall not in any way release CONTRACTOR from any of its obligations under this CONTRACT, including without limitation CONTRACTOR's warranty obligations.

ARTICLE 10 - INVOICING AND PAYMENT

- 10.1 CONTRACTOR's invoice(s) shall not be submitted until the GOODS are due and have been delivered and accepted by CLIENT. Unless otherwise stated in CONTRACT, payment shall be made by 100% T/T (Telegraphic Transfer) within forty five (45) days following receipt of CONTRACTOR's undisputed invoice and all necessary supporting

documents. If the forty fifth (45) day falls on a Saturday or Sunday or a gazetted S.R. Vietnam public holiday, the next working day shall be deemed to be the due date of payment.

- 10.2 Invoices shall indicate CONTRACT number and title and shall be submitted in one (1) original and two (2) copies complete with the necessary documentation required by COMPANY and shall be addressed to:

DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED

Address: 15th Floor Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S.R Vietnam

Attn: Manager, Finance & Accountant Department

E-invoices (if any) shall be submitted the invoice link to the email address below:

EMAIL: poc.invoice@pvep.com.vn

CLIENT Name and VAT Code:

CHI NHÁNH ĐIỀU HÀNH DẦU KHÍ TRONG NƯỚC - CÔNG TY TNHH -
TCT THẨM ĐỒ KHAI THÁC DẦU KHÍ - LÔ 05.1a

Tầng 15 toà nhà Victory, Số 12 đường Tân Trào, Phường Tân Mỹ, TP. Hồ Chí Minh, Việt Nam

MST: 3502205616

- 10.3 Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. Payments made by CLIENT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced.
- 10.4 In the event that CLIENT disputes any items on a particular invoice, CLIENT shall only be entitled to withhold from payment the actual amount in dispute. If CLIENT disputes any items on an invoice, CLIENT shall inform CONTRACTOR of the disputed item within thirty (30) days of the receipt by CLIENT of that particular invoice.
- 10.5 CLIENT shall be entitled to withhold payment if any of CONTRACTOR's invoices which do not include sufficient supporting documentation required by CLIENT.
- 10.6 All payments to CONTRACTOR shall be made to:

Beneficiary Name :

Beneficiary Account No.:

Bank Name & Address:

CONTRACTOR shall advise CLIENT on its account details and/or any changes to its account details if any by an at least 15 days in advance notice. Should CONTRACTOR fail to give such notice in due time to CLIENT, CONTRACTOR shall bear all risks associated with wrong/incorrect money transfer made by CLIENT.

- 10.7 Within forty five (45) days from CONTRACTOR's invoice shall fully be paid by CLIENT to CONTRACTOR, CONTRACTOR shall provide CLIENT with CONTRACT Closure Certificate as per format in the EXHIBIT VI of this CONTRACT to the date of such statements in connection with GOODS have been fully received and finally paid by CLIENT to CONTRACTOR.

ARTICLE 11 - TAX AND DUTY

- 11.1 CONTRACTOR shall be entirely responsible for all taxes, duties, export license fees (if any), customs fees imposed on the CONTRACTOR other than Vietnam in connection with the performance of CONTRACT. CONTRACTOR shall indemnify and keep harmless

CLIENT from any and all claims and liabilities arising from its non-compliance with Article 11.1.

- 11.2 CLIENT shall pay and shall be responsible for all taxes, duties and fees imposed on CLIENT's country in connection with the performance of CONTRACT. CLIENT shall indemnify and keep harmless CONTRACTOR from any and all claims and liabilities arising from its non-compliance with this Article 11.2.

ARTICLE 12 - INSURANCE

CONTRACTOR shall provide, at its own cost, insurance which is required under all applicable laws, regulations and insurance as appropriate to support CONTRACTOR's indemnity obligations to CLIENT covering All Risk Clause with a reputable insurance company in an amount of 125% of CIF value of the GOODS. CONTRACTOR shall require its subcontractors to carry all legally required insurance.

Notwithstanding anything to the contrary herein, CONTRACTOR shall bear the risks to GOODS in accordance with the Delivery term of this CONTRACT.

ARTICLE 13 - ACCESS AND AUDIT

- 13.1 CLIENT shall have the right to expedite and inspect the GOODS at any time and/or audit all CONTRACTOR's documents and records related to this CONTRACT. Such right shall remain in full force until up to three (03) years after expiry or termination of this CONTRACT.
- 13.2 CONTRACTOR shall permit at its work sites and at the work sites of any of its Sub-CONTRACTOR such as expediting and inspection surveillance as is considered necessary by CLIENT. Any such expediting, inspection or any failure to do so shall in no way relieve CLIENT of his obligations under the CONTRACT.

ARTICLE 14 - CONFIDENTIALITY

CONTRACT shall be treated as confidential and CONTRACTOR shall not make use of CLIENT's name or the name of any company or companies associated with CLIENT for publicity purposes without prior written consent of CLIENT. Furthermore, all designs, drawings, specifications and information that may be supplied in connection with this CONTRACT are confidential and must only be used for the purpose of this CONTRACT. No public statements, announcements or circulars regarding this CONTRACT or the activities of the Parties relating thereto shall be made or issued by or on behalf of CONTRACTOR without the prior written approval of CLIENT.

ARTICLE 15 - SUSPENSION

CLIENT shall have the right to suspend the CONTRACT for the following reasons:

- (a) Force Majeure in accordance with the Article headed Force Majeure;
- (b) In the event of any complete or partial stoppage of CLIENT projects;
- (c) Failure on part of CONTRACTOR to perform any obligation under CONTRACT.

Such suspension shall remain in force until the time that the above reasons are no longer applicable or otherwise when waived in writing by CLIENT.

In case of the suspension for the reason stated in clause (b) above results in damage and/or costs and expenses incurred by CONTRACTOR, only reasonable costs shall be borne by CLIENT subjected to CLIENT's verification and approval, unless otherwise agreed by the Parties.

ARTICLE 16 - TERMINATION

- 16.1 CLIENT may terminate the CONTRACT at any time by giving written notice to

CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall cease supply of GOODS and CLIENT shall pay CONTRACTOR a fair price with proper supporting evidences for any GOODS delivered at the date when such notice is given.

In case of such termination, CONTRACTOR shall

- (i) use its best endeavors to effect the immediate cancellation of orders which it may have placed with others and discontinue all works of manufacturing GOODS, and
- (ii) upon CLIENT's request, deliver to CLIENT any or all the work, drawings, SPECIFICATIONS, data sheet and other matters that CONTRACTOR may have prepared for GOODS and all materials, supplies and equipment paid for by CLIENT either directly or indirectly, and CLIENT shall have the right to make use of same for such purposes as CLIENT may desire, and
- (iii) not be entitled to any prospective profits or incidental, indirect, consequential or other damages because of termination.

16.2 In the event the CLIENT terminates the CONTRACT in whole or in part in any of the following cases:

- (i) CONTRACTOR's failure to deliver GOODS by the time as specified in the Article headed DELIVERY;
- (ii) CONTRACTOR's failure to replace and/ or make good the defective GOODS as specified in the Article headed Acceptance of GOODS;
- (iii) CONTRACTOR's failure to perform or to comply with any other obligations under CONTRACT;

CLIENT may, at its own discretion and as it deems fit, forfeited the Bank Guarantee, correct such CONTRACTOR's breach by purchasing new GOODS, making good the defective GOODS by services of a third party, or otherwise and all cost and expense arising therefrom shall be at CONTRACTOR's account. In addition, CONTRACTOR shall compensate CLIENT for all losses and/or damages arising from such CONTRACTOR's breach of CONTRACT and shall pay to CLIENT a penalty of eight per cent (8%) of the value of the whole or the part of the CONTRACT so terminated. Payment for all these costs, expense, compensation and penalty if any shall be made to CLIENT within 10 (ten) days of CONTRACTOR's receipt of CLIENT's first written request.

16.3 In the event the CLIENT terminates the CONTRACT in whole or in part pursuant to CONTRACTOR's failure to submit the Bank Guarantee on schedule in accordance with the Article headed as Bank Guarantee, CONTRACTOR shall pay to CLIENT a penalty of eight per cent (8%) of the value of the whole or the part of CONTRACT so terminated within 10 (ten) days of CONTRACTOR's receipt of CLIENT's first written request.

ARTICLE 17 - WARRANTY

17.1 CONTRACTOR warrants that the GOODS supplied under this CONTRACT are new, unused, of the most recent or current models, and are fully in compliance with all specifications and requirements of this CONTRACT and that they incorporate all recent improvements in design and materials unless provided otherwise in the CONTRACT. CONTRACTOR further warrants that all GOODS supplied under this CONTRACT shall have no defect, arising from design, materials, or workmanship or from any act or omission of the CONTRACTOR, that may develop under normal use of the supplied GOODS in the conditions prevailing in the Country of CLIENT.

17.2 CONTRACTOR warrants for normal operation of GOODS shall comply with the requirements outlined in EXHIBIT I.

✓

- 17.3 Should any shortage, defects (whether latent or apparent) be revealed or should the quality of the GOODS not conform to the technical standards and SPECIFICATIONS under this CONTRACT, CLIENT shall have the right to make claim to CONTRACTOR. CLIENT shall notify the CONTRACTOR of its claim in writing arising under this warranty.
- 17.4 Within fifteen (15) days from CONTRACTOR's receipt of CLIENT's claim (excluding the normal time for transportation of replacement parts), CONTRACTOR shall replace and/or make good the defective GOODS or parts thereof without any cost to CLIENT. CONTRACTOR shall ensure that the replaced and/or repaired GOODS shall meet all SPECIFICATIONS and requirements of this CONTRACT and CONTRACTOR shall give a warranty for normal operation of the replaced GOODS/parts for twelve (12) months from the date of replacement.
- 17.5 In the case of CONTRACTOR's not in agreement with CLIENT's claim, CONTRACTOR must notify CLIENT of its disagreement within five (5) days of CONTRACTOR's receipt of CLIENT's claim, and failing such notification CONTRACTOR shall be deemed to have accepted CLIENT's claim. In the case of the CONTRACTOR's disagreement, CLIENT may invite an independent inspection organization to carry out the inspection and notify CONTRACTOR of the time and name of the independent inspection organization. CONTRACTOR may, at its own cost and in its discretion, participate in the inspection. The report issued by the said inspection organization shall be the conclusive, final, sufficient and legal evidence to substantiate CLIENT's claim (regardless of CONTRACTOR's participation in the inspection or not). If, after the inspection report is made and it is found that the causes of the defect are those other than CLIENT's mistake in operation, then Article 17.4 above shall apply and the date of issuance of the inspection report shall be deemed the date of CONTRACTOR's receipt of CLIENT's claim. The cost of this inspection shall be at CONTRACTOR's expense.
- 17.6 Should CONTRACTOR fail to deliver the replacements for the defective GOODS and/or fail to make good the defects thereof within the above stipulated time in accordance with Article 17.4 above, CLIENT will have the right, at its own discretion, to make good the defect or replace the defective GOODS with new ones from a third party, and CONTRACTOR undertakes to immediately reimburse CLIENT at CLIENT's first request for all actual relevant cost and expenses arising therefrom.
- 17.7 The claim of latent defects or non-conformity of GOODS shall be submitted to the CONTRACTOR not later than thirty (30) days after the expiration of the warranty period. No claim shall be submitted later than thirty (30) days after the expiration of the Warranty Period.
- 17.8 When the replacement or repair (if any) has been made and all related costs, expenses, damages, penalty amount have been settled, CLIENT's claim is to be considered finally settled.
- 17.9 All the claim amount, for which the CONTRACTOR is responsible to CLIENT under this CONTRACT, shall be paid by telegraphic transfer not later than ten (10) days upon the date of CLIENT's claim telex/telefax or may be deducted from the payment to CONTRACTOR under this Contract or finally settled by Arbitration as per provisions of this CONTRACT.
- 17.10 Nothing in this Article 17 shall deprive CLIENT of its right for compensation and/or penalty as stipulated in Articles headed as Liquidated Damages.

ARTICLE 18 - ENGINEERING CODES AND STANDARDS

The codes and standards which apply to GOODS covered by this CONTRACT are listed in the SPECIFICATIONS. These codes and standards may be revised from time to time and it shall be the CONTRACTOR's responsibility to ensure that the latest revisions to these codes and standards are being adhered to. Any difference in these codes and standards and

revisions shall be immediately notified in writing to CLIENT.

ARTICLE 19 - MANUFACTURING CHANGES

CLIENT shall be advised of all changes in the SPECIFICATIONS or method of construction of GOODS supplied before such changes are implemented. CLIENT reserve the right to reject or accept the changes proposed by CONTRACTOR. In the event of CLIENT accepting the change, written approval shall be sent to CONTRACTOR.

ARTICLE 20 - PATENT INDEMNITY

- 20.1 CONTRACTOR shall indemnify CLIENT against any claim of infringement of patents, registered designs or other rights which arise as a result of the sale or use of GOODS supplied by CONTRACTOR. This indemnity shall not extend to instances in which GOODS concerned have been supplied to the design of CLIENT.
- 20.2 CONTRACTOR is obliged to secure that the ownership rights to GOODS are not disputed by a third party. In case there is any dispute by a third party, CONTRACTOR shall take side with CLIENT in order to protect CLIENT's interests. If the third party is entitled to own part or the whole of GOODS, CLIENT shall be entitled to cancel the CONTRACT and CONTRACTOR shall compensate CLIENT for all damage including, but not limited to the refund of CONTRACT PRICE, liquidated damage, legal cost, and attorney fees.

ARTICLE 21 - LIABILITIES AND INDEMNITY

- 21.1 CONTRACTOR shall be responsible and shall protect, indemnify and save CLIENT harmless from and against any claims, demands and causes of action for damage to any property as well as death of or personnel injury to any person arising out of the act or omission to act, negligent or otherwise, of CONTRACTOR, CONTRACTOR's employees and CONTRACTOR's agents. CONTRACTOR shall carry and maintain all applicable insurance as required by law and this CONTRACT.
- 21.2 CONTRACTOR shall be liable for, indemnify and hold CLIENT (including CLIENT's officers, directors employees or agents), harmless from all damages, claims, losses, expenses and/or reasonable attorneys fees including, but not limited to, suits or claims for damages for death, human bodily injury or other property resulting from any defects of the GOODS even if the quality of GOODS conforms to the SPECIFICATIONS and has passed the inspection by CLIENT.

ARTICLE 22 - LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect or remote losses of any kind or for damages for loss of anticipated revenue or profits, nor any special, punitive, exemplary or consequential damages, including, but not limited to, loss of goods, cost of capital, cost incurred in connection with labor, overheads, general administrative, transportation, substitute facilities, support sources or other similar damages.

ARTICLE 23 - LIENS AND CLAIMS

CONTRACTOR shall indemnify and hold CLIENT harmless from all liens, claims, assessments, fines and levies created, caused or committed by CONTRACTOR or by its Sub-contractors and all costs, damages and expenses incidental thereto, including without limitation all court and arbitration costs, attorney's fees and other reasonable expenses.

ARTICLE 24 - FORCE MAJEURE

- 24.1 Neither CONTRACTOR nor CLIENT shall be liable to other Party for any breach of the Terms and Conditions of the CONTRACT where such breach occurs as a result of a Force Majeure.
- 24.2 The events falling within Force Majeure include but are not limited to Acts of God or force of nature, landslide, lightning, earthquake, flood, fire, explosion, storm or storm warning tidal wave, shipwreck and perils to navigation, act of war (declared or undeclared) or



public enemy, pandemic, strike act (excluding strikes, lockouts or other industrial disputes or action solely amongst employees of CONTRACTOR or its sub-contractor(s)) or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or similar events beyond the control of the Parties or either of them. Force Majeure shall exclude financial distress on the part of CONTRACTOR or its sub-contractor(s).

Subject to the above, a Party claiming the benefit or protection of this Article, without delay, takes all reasonable steps to remove its inability to comply with the provisions of the CONTRACT.

ARTICLE 25 - HEALTH, SAFETY AND ENVIRONMENT (“HSE”)

CONTRACTOR shall be responsible for the HSE of all persons engaged on the performance of CONTRACT and all persons who may be affected by activities of CONTRACTOR and shall comply with all the HSE regulations and procedures.

ARTICLE 26 – ASSIGNMENT AND SUBCONTRACT

CLIENT shall not be liable for any orders other than those issued or confirmed on CONTRACT or any amendment thereto. CONTRACTOR shall not assign or subcontract any part of the CONTRACT, with the prior written approval of CLIENT.

CONTRACTOR shall procure for CLIENT the right to enter the sub-contractor's premises for the purpose of expediting and inspection.

ARTICLE 27 - EXPEDITING

- 27.1 CLIENT or its appointed third party shall have the right to visit CONTRACTOR's mill and plant and those of Sub-contractors for expediting purposes at any time prior to shipment of GOODS. CONTRACTOR and its Sub-contractors shall provide access to their works at all times to CLIENT or its appointed third party. CONTRACTOR's sub-orders must carry a note to this effect.
- 27.2 Expediting of CONTRACT performance and CONTRACTOR's sub-orders by CLIENT or its appointed third party does not relieve Sub-contractors from their responsibilities to ensure that all sub-orders are delivered to CONTRACTOR's works or plant by the due date.

ARTICLE 28 - INSPECTION

- 28.1 CLIENT or its appointed third party shall have the right to inspect, witness tests and survey the quality of GOODS at CONTRACTOR's and its Sub-contractors' plants at any time during manufacturing of GOODS. CONTRACTOR is required to provide every facility for such right to CLIENT or its appointed third party. CONTRACTOR's Sub-orders to its Sub-contractor(s) shall carry a note to this effect. CONTRACTOR's failure to instruct Sub-contractor(s) of the right to CLIENT or its appointed third party to make plant visit for Quality Assurance purposes at any time prior to shipment of GOODS may result in rejection of GOODS manufactured at Sub-contractor(s)' plants.
- 28.2 CONTRACTOR shall include in all orders to Sub-contractor(s) those SPECIFICATIONS included with the CONTRACT, which governs the manufacturing, or testing of GOODS produced by each Sub-contractor(s). Such SPECIFICATIONS, data or other technical description shall be available for review by CLIENT or its appointed third party at the Sub-contractor's facility.
- 28.3 Should any inspected or tested GOODS fail to conform to the SPECIFICATIONS, CLIENT may reject them and CONTRACTOR shall either replace the rejected GOODS or make all the alternations necessary to comply SPECIFICATIONS requirements free of cost to CLIENT.

- 28.4 CLIENT shall reserve right to inspect, test and, where necessary, reject GOODS after GOODS' arrival in Vietnam and shall in no way be limited or waived by reason of GOODS having previously been inspected, tested and passed by CLIENT or its appointed third party prior to GOODS' shipment from the country of origin.
- 28.5 Nothing in this Article shall in any way release CONTRACTOR from any warranty or other obligations under the CONTRACTOR.

ARTICLE 29 - LIQUIDATED DAMAGES

- 29.1 Should CONTRACTOR fail to deliver GOODS by the time as specified in the Article headed DELIVERY and/or to replace and/or make good the defective GOODS as specified in the Article headed Acceptance of GOODS, CONTRACTOR shall have to pay CLIENT the agreed and liquidated damages at the rate of 2% (two percent) of the CONTRACT value per week of delay in delivery or in replacement or repair up to maximum of 8% (eight percent) of the CONTRACT value.
- 29.2 The rate of agreed and liquidated damages is not subject to any alteration by Arbitration or any third parties. The amount of agreed and liquidated damages may be deducted by CLIENT from CONTRACTOR's Invoices while effecting the payment. Should CLIENT fail to deduct the sum of money of agreed and liquidated damages from the CONTRACTOR's Invoice, CONTRACTOR shall have to pay it immediately but not later than ten (10) days upon the CLIENT's first written request.

ARTICLE 30 - BANK GUARANTEE

- 30.1 As soon as possible but not later than seven (7) days from the Contract Signing Date of CONTRACT, CONTRACTOR, through a first class bank acceptable to CLIENT, shall open the Bank Guarantee, in favor of CLIENT, covering ten percents (10%) of CONTRACT PRICE. The validity of the Bank Guarantee shall cover the Warranty Period as stated in Article headed as WARRANTY plus 30 (thirty) days.
- 30.2 The content of the Bank Guarantee shall be in conformity with the Exhibit IV of CONTRACT, which forms an integral part of this Contract.
- 30.3 In the case the Bank Guarantee is not received by CLIENT within fifteen (15) days from the Contract Signing Date of CONTRACT or in the case the Bank Guarantee is not in the same form and wording as per Exhibit IV of CONTRACT, and CONTRACTOR fails to remedy the requirement within seven (7) days from the receipt of CLIENT's notification, then CLIENT may, at its own discretion, terminate CONTRACT.
- 30.4 Should the validity of the Bank Guarantee be required to be extended (due to delay or extension of Delivery Date of Goods) CONTRACTOR shall immediately instruct the Issuing Bank to make amendment to the Performance Bond.
- 30.5 Should CLIENT make use of the Bank Guarantee, CLIENT will inform the CONTRACTOR immediately (but for information purpose only).
- 30.6 All cost, fees relating to the Bank Guarantee shall be at the CONTRACTOR's account.

ARTICLE 31 - APPLICABLE LAW AND ARBITRATION

- 31.1 The CONTRACT and all questions concerning its formation, validity, interpretations and performance shall be governed under the Laws of the S.R. Vietnam.
- 31.2 Any disputes arising out of or in connection with any CONTRACT which could not settled through negotiation between the two Parties shall be finally settled by the Vietnam International Arbitration Center (VIAC) besides Vietnam Chamber of Commerce and Industry (VCCI) under VIAC Arbitration Rules for final settlement. The place of Arbitration shall be in Ho Chi Minh City, Vietnam. The Arbitral Board shall be three (3) arbitrators and the language of Arbitration shall be English. The costs of Arbitration shall

be borne by the lost Party. The award made in accordance with the provisions of this Article shall be final and binding upon two Parties.

ARTICLE 32 - LANGUAGE

All documents produced by CONTRACTOR in the performance of the CONTRACT as well as all written communications between CLIENT and CONTRACTOR shall be written in the English language which is hereby designated the governing language of the CONTRACT. CONTRACTOR and CLIENT may use any language within their own organizations.

ARTICLE 33 - NON-EXCLUSIVE AGREEMENT

This CONTRACT is non-exclusive and CLIENT reserves the right, without having to give any reason whatsoever to engage other suppliers and/or contractors to supply GOODS. CONTRACTOR shall afford such other contractors adequate opportunity to carry out their contracts and shall supply GOODS in co-operation with those contractors and with CLIENT.

ARTICLE 34 - ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements related to this CONTRACT, either written or oral, including CLIENT's bid document and CONTRACTOR's proposal(s) except to the extent they are expressly incorporated into this CONTRACT. No changes, alterations, or modifications to this CONTRACT shall be effective unless in writing, and executed by the authorized signatories of CLIENT and CONTRACTOR

SIGNATORIES

This Contract shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this CONTRACT to be executed in two (02) originals in their respective corporate names by their respective officers, thereunder duly authorised, as of the date and year first above written.

For and on behalf of
CLIENT

For and on behalf of
CONTRACTOR

EXHIBIT I

SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS

SECTION I - PROTECTIVE WORKWEAR AND FOOTWEAR

A. TECHNICAL REQUIREMENTS

I. PROTECTIVE WORKWEAR


No.	Items	Descriptions
1	Model	<ul style="list-style-type: none"> - Coverall: REDWING- 61715-55 - Jacket: REDWING # 62115-55 - Trouser Pant: REDWING # 66230-55
2	Material	Textile fabric: Daletec@ FR 98% Cotton, 2% Antistat, 6.5 oz/yd ² /220 g/m ²
3	Specifications	<p>Coverall:</p> <ul style="list-style-type: none"> - 2-way heavy duty zipper with metal snap closure at top. - Concealed two-way (heavy-duty YKK bass zip) - Pockets: <ul style="list-style-type: none"> + Two chest pockets with zip closure. + Two back pockets, one with a flap. + Two side pockets. + Gas detector and pen pocket on left sleeve. + Cargo pocket with separate mobile phone and pen pocket on left leg. + Ruler and tool pocket on the right leg. - Two loops at shoulders for radio antenna. - Reflection: 2" wide reflective FR striping on arms, legs and over the shoulder. - Concealed snaps on cuffs and ankle openings. - Elastic waistband. <p>Jacket:</p> <ul style="list-style-type: none"> - Adjustable waistband - Two large side pockets - 2" wide reflective FR striping around arms and over the shoulders - Concealed press button on cuffs - Concealed one-way, black high-density polyester coil zip with brass snap closure - Left sleeve pocket with pen pocket divider, small flap with hook-and-loop closure - Shoulder pleats for freedom of movement and comfort - Right chest pocket with snap closure and separate mobile phone pocket - Left chest pocket with snap closure, and additional external pocket with vertical zipper access - Two radio loops <p>Trouser Pants:</p> <ul style="list-style-type: none"> - Two back pockets, one with flap - Two deep side pockets - Large cargo pocket with separate mobile phone pocket on left leg - Double tool pocket on right leg - 2" wide reflective FR striping around legs. <p>The details of embroidered contents:</p> <ul style="list-style-type: none"> - PVEP-POC's logo sewed on the left chest pocket; Logo dimension: 60 x




		40mm; rear back of coverall sewed “ PVEP-POC ” with red font on white background, dimension: 100 x 200 mm; Name and Position of PVEP-POC personnel sewed on the right chest pocket (blue color), dimension: 20x110 mm (PVEP-POC will provide list of name & position)
4	Year of manufacture	- 2025
5	CO/CQ	- CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document;
6	Delivery time	100 days from the date of Call out Request.
7	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.

II PROTECTIVE FOOTWEAR

II.1 SAFETY SHOES


No.	Items	Descriptions	
1	Mode /Picture	RED WING Work #3094 MEN'S SAFETY TOE OXFORD	
2	Standard	- ASTM Standard, ASTM F2413-24, I/C, EH PR SRO	
3	Specifications	<ul style="list-style-type: none"> - Leather Type: Full Grain - Height: Slip-On - Safety toe: Aluminum - Construction: Cement - Foot bed: TPE - Insole: Lenzi PS5ES Puncture Resistant - Shank: None - Last:792 - Outsole: Excelon EH - Black - Weight: 2 lbs. 5 oz. - Resoleable: no 	
4	CO/CQ	<ul style="list-style-type: none"> - CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document; 	
5	Warranty	12 months from the date of delivery	
6	Year of manufacture	2025	
7	Delivery time	100 days from the date of Call out Request.	
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.	

II.2 SAFETY SHOES- Worx #5168

No.	Items	Descriptions	
1	Mode /Picture	RED WING - Worx #5168	
2	Standard	- ASTM StandardASTM F2413-24, I/C, EH SRO	
3	Specifications	- Safety Toe: Steel ToeLeather Type: Full Grain, Waterproof and Waxed	

No.	Items	Descriptions
		<ul style="list-style-type: none"> - Height: Oxford - Construction: Cement - Footbed: Polyurethane - Insole: Texon® - Shank: Fiberglass - Last: 207JV - Outsole: GumTek - Tan-Black - Weight: 2 lbs. 3 oz. - Resoleable: no
4	CO/CQ	<ul style="list-style-type: none"> - CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document;
5	Warranty	12 months from the date of delivery
6	Year of manufacture	2025
7	Delivery time	100 days from the date of Call out Request.
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.

II.3 SAFETY BOOTS

No.	Items	Descriptions	
1	Mode /Picture	RED WING #2564	
2	Standard	ASTM F2413-18, M/I/C, EH PR, ASTM F3445-21, SR	
3	Specifications	<ul style="list-style-type: none"> - Safety Toe: Steel Toe - Leather Type: PU Coated - Waterproof - Shank: Fiberglass - Insole: Swen-Flex® - Electrical protection: Meets ASTM Safety Standards - Puncture Resistant: Meets ASTM Safety Standards - Heat Resistant - Slip Resistant: Meets ASTM Safety Standards - Outsole Properties: - Oil/Gas Resistance - Chemical Resistance - Abrasion Resistance - Heat Resistance 	
4	CO/CQ	<ul style="list-style-type: none"> - CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document; 	
5	Warranty	12 months from the date of delivery	
6	Year of manufacture	2025	
7	Delivery time	100 days from the date of Call out Request.	
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.	

B. QUANTITY**I. PROTECTIVE WORKWEAR**

COVERALL			
SIZES	UNIT	QUANTITY	TOTAL
US/UK 32"-S	Set	8	414
US/UK 34"-S	Set	34	
US/UK 36"-S	Set	70	
US/UK 38"-S	Set	110	
US/UK 40"-S	Set	88	
US/UK 42"-S	Set	84	
US/UK 44"-S	Set	20	
JACKET			
SIZES	UNIT	QUANTITY	TOTAL
XXL-R	Set	4	212
XL-R	Set	38	
L-R	Set	24	
M-R	Set	48	
S-R	Set	56	
XS-R	Set	34	
XXS-R	Set	8	
TROUSER PANTS			
SIZES	UNIT	QUANTITY	TOTAL
36	Set	12	86
34	Set	8	
32	Set	30	
30	Set	26	
28	Set	10	

II. PROTECTIVE FOOTWEAR


SAFETY SHOES- Work #3094			
SIZES	UNIT	QUANTITY	TOTAL
38- US	Pair	14	92
39- US	Pair	14	
40- US	Pair	24	
41- US	Pair	12	
42- US	Pair	14	
43- US	Pair	14	
SAFETY SHOES- Worx #5168			
36- US	Pair	12	18
37- US	Pair	6	
SAFETY BOOTS #2564			
SIZES	UNIT	QUANTITY	TOTAL
38- US	Pair	4	102
40- US	Pair	38	
41- US	Pair	26	
42- US	Pair	16	
43- US	Pair	14	
45- US	Pair	4	

SECTION 2: PROVISION OF PERSONAL PROTECTIVE EQUIPMENT


A. TECHNICAL REQUIREMENTS

I. SAFETY GLASSES

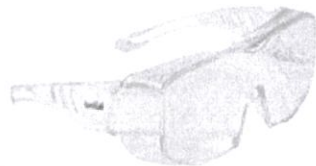
I.1 CLEAR SAFETY GLASSES

No.	Items	Descriptions	
1	Mode /Picture	UVEX- Model: 9178-265 (Clear type)	
2	Standard	- EN 166:2001/EN 170:2002	
3	Specifications	<ul style="list-style-type: none"> - Frame Marking: W 166 FT CE - Lens Marking: 2C-1.2 W 1 FTKN DIN CE - Frame Strength: FT - Lens Radiation Protection: 2C - Lens Light Transmission: 1.2 - Lens Properties: F, T, K, N 	
4	CO/CQ	<ul style="list-style-type: none"> - CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document; 	
5	Warranty	6 months from the date of delivery	
6	Year of manufacture	2025	
7	Delivery time	90 days from the date of Call out Request.	
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.	


I.2 DARK SAFETY GLASSES

No.	Items	Descriptions	
1	Mode /Picture	UVEX- Model: 9178-286 (Dark type)	
2	Standard	EN 166:2001/EN 172:1994 + A1:2000 + A2:2001	
3	Specifications	<ul style="list-style-type: none"> - Frame Marking: W 166 FT CE - Lens Marking: 5-2.5 W 1 FTKN DIN CE - Frame Strength: FT - Lens Radiation Protection: 5 - Lens Light Transmission: 2.5 - Lens Properties: F, T, K, N 	
4	CO/CQ	<ul style="list-style-type: none"> - CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document; 	
5	Warranty	6 months from the date of delivery	
6	Year of manufacture	2025	
7	Delivery time	90 days from the date of Call out Request.	
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.	

I.3 SAFETY GLASSES

No.	Items	Descriptions	
1	Mode /Picture	UVEX 9161-305	
2	Standard	EN 166:2001/EN 170:2002	
3	Specifications	<ul style="list-style-type: none"> - Frame colour: blue, black - Clear PC lens - Coating features: Scratch-resistant on both sides, Permanent anti-fog on both sides - Lens material: Polycarbonate (PC) - Uvex technology: Multi-component technology, uvex supravision coating technology - Certified according to EN 166 (personal eye protection) and EN 170 (UV filters) - Labelling: W 166 F CE – 2C-1.2 W1 F CE - Reliable UV400 protection - Reliable protection thanks to optimum fit: adjustable side arm lengths allow them to be adapted individually to all facial shapes 	
4	CO/CQ	<ul style="list-style-type: none"> - CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document; 	
5	Warranty	6 months from the date of delivery	
6	Year of manufacture	2025	
7	Delivery time	90 days from the date of Call out Request.	
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.	

I.4 PRESCRIPTIVE SAFETY GLASSES

No.	Items	Descriptions	
1	Mode /Picture	UVEX RX-T9603	
2	Standard	Safety Rating: Ansi Z87+, D3/D4/D5, EN166, CSA Z94.3	
3	Specifications	<ul style="list-style-type: none"> - The Prescription Safety Glasses T9603 is a plastic rectangular frame with integrated side shields for additional protection. Made from - TR-90 nylon, the T9603 safety glasses are prescription available. - Lens Material: Plastic - Frame Color: Black, orange - Frame Material: Plastic - Shape: Wrap Around - Features: Foam Gasket, Side Shields, Silicone Nose Pads 	
4	CO/CQ	<ul style="list-style-type: none"> - CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document; 	

5	Warranty	6 months from the date of delivery
6	Year of manufacture	2025
7	Delivery time	90 days from the date of Call out Request.
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.

II. SAFETY HARD HAT

No.	Items	Descriptions
1	Model	UVEX pheos B-WR #9772030
2	Standard	EN 397
3	Specifications	<ul style="list-style-type: none"> - Safety helmet with slot on the front for helmet lights - Side Euroslot adapters (30 mm) for attaching earmuffs and the uvex pheos visor system - With long brim - Three variable air vents for maximum ventilation - Suspension harness with wheel ratchet for variable width adjustment - Six-point textile band attachment ensures optimal fit and comfort - Meets standard EN 397 and additional requirements for very low temperatures (-30 °C) and molten metal (MM) splash splash and is approved in accordance with EN 50365 (1000 V AC); - Include: uvex spiderneck neck piece 9790149— improved helmet weight distribution • Soft plastic material • Easy to fit: simply thread over the wheel ratchet • Increased neck contact area • Increased wearer comfort; - Chinstrap 9790021 - Color: White - PVEP POC's logo printed in front of hat; dimension 53mm x40 mm; back of hat printed "PVEP POC" with red font and 3cm height. - Requested logo and font is printed with high quality and correct color. - Product is 100% new and unused
4	CO/CQ	<ul style="list-style-type: none"> - CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document;
5	Warranty	12 months from the date of delivery
6	Year of manufacture	2025
7	Delivery time	90 days from the date of Call out Request.
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.




III. GLOVES

No.	Items	Descriptions
1	Mode /Picture	3M - Model Workcrew Gloves Level 5




No.	Items	Descriptions
2	Standard	- EN388 4544
3	Specifications	- Material: HPPE, Fiber Clay, Polyamide, Spandex. - Cut resistant. - Pierce resistant - Made in: Vietnam
4	CO/CQ	- CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document;
5	Warranty	6 months from the date of delivery
6	Year of manufacture	2025
7	Delivery time	45 days from the date of Call out Request.
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.

IV. FACE MASK

No.	Items	Descriptions	
1	Mode /Picture	3M- 9541	
2	Standard	<ul style="list-style-type: none"> - AS/NZS 1716-2003 Meets P1 performance requirements [Test Report No. 22325 by Test Safe Australia] - GB2626-2006 approved KN90 [China GB approval No. LA-06-31-201001 & QS-XK-001-00494] - AS/NZS 1716-200 	
3	Specifications	<ul style="list-style-type: none"> - Particulate mask with nuisance level organic vapour relief - Lightweight, comfortable respiratory protection against dusts and mists. - Activated carbon layer provides effective protection against nuisance level organic vapors. - Hygienic packaging protects the respirator from contamination before use. It also allows for practical storage in the workplace. - Headbands style, Vertical Flat-fold Design brings low profile for better visibility and compatibility with a wide variety of safety equipment - Offers convenient storage and portability prior to use - Conformable Nose Clip: Adjusts easily, Helps provide a custom fit and secure seal, Reduces the potential for eyewear fogging - 3M proprietary 'electrostatically charged microfiber filter media 	
4	CO/CQ	<ul style="list-style-type: none"> - CO issued by The Chamber of Commerce in Exporter's country. - CQ issued by manufacturer or equivalent document; 	
5	Warranty	6 months from the date of delivery	
6	Year of manufacture	2025	
7	Delivery time	45 days from the date of Call out Request.	
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.	

✓

V. RAINCOAT

No.	Items	Descriptions	
1	Mode /Picture	GIVI- ARS02	
2	Standard		
3	Specifications	<ul style="list-style-type: none"> - MATERIAL: Polyester 190T - WATERPROOFNESS: Waterproof for fabric is 5000 mm - FOLDAWAY HOOD: No - HIVIS COLOR: Yes - POCKET: 3 Pockets - Napoleon Pockets / Drainage Pockets - OTHERS: Air vents on the back help the wearer stay cooler. - Neck strap helps keep warm and increases water resistance on the neck (can be stored in the pocket integrated in the collar). - Integrated packaging bag at the back of the shirt. 	
4	CO/CQ	N/A	
5	Warranty	3 months from the date of delivery	
6	Year of manufacture	2025	
7	Delivery time	45 days from the date of Call out Request.	
8	Delivery point	PVEP-POC's Office. Building No.10, VSP Port 69- 30/4 Street, Rach dua Ward.	

B. QUANTITY OF SECTION II - PERSONNAL PROTECTIVE EQUIPMENT

1. SAFETY GLASSES			
TYPE	UNIT	QUANTITY	TOTAL
UVEX- Model: 9178-265 (Clear type)	Pcs	304	616
UVEX- Model: 9178-286 (Dark type)	Pcs	192	
UVEX- Model: 9161-305	Pcs	60	
UVEX- Model: RX-T9603	Pcs	60	
2. SAFETY HARD HAT			
TYPE	UNIT	QUANTITY	TOTAL
UVEX- Model: 9772030	Pcs	212	212
3. GLOVES			
TYPE	UNIT	QUANTITY	TOTAL
UVEX- Model Workcrew Gloves Level 5	Pair	580	580
4. FACE MASK			
TYPE	UNIT	QUANTITY	TOTAL
3M Model: 3M-9541	EA	6,178	6,178
5. RAINCOAT			
SIZES	UNIT	QUANTITY	TOTAL
XXL	Pair	8	180
XL	Pair	32	
L	Pair	18	
M	Pair	40	
S	Pair	52	
XS	Pair	30	

EXHIBIT II CONTRACT PRICE

1. Contract Price

The Contract Price is inclusive of all expenses and costs associated with the handling of the GOODS and making them available at PVEP-POC's office, Rach Dua Ward, Ho Chi Minh City, Vietnam. This encompasses all related costs, including but not limited to port fees, loading charges, and storage fees at customs, if applicable. The Contract Price shall encompass all obligations and responsibilities as outlined in this CONTRACT. This includes, but is not limited to, the performance of services, compliance with relevant regulations, and any additional tasks necessary to fulfill the terms of the agreement. The CONTRACTOR is responsible for ensuring that all aspects of the delivery, handling, and management of the GOODS are executed in accordance with the stipulations of this CONTRACT, with no additional costs to the CLIENT beyond the agreed Contract Price.

Currency: Vietnamese Dong (VND)

No.	Description	Specification	Unit	Q'ty	Unit price (VND)	Extended Price (VND)
I	PROTECTIVE WORKWEAR & FOOTWEAR					
1	Coverall	REDWING-Model: 61715-55	Set	414		
2	Jacket	REDWING-Model: 62115-55	EA	212		
3	Trouser Pant	REDWING-Model: 66230-55	EA	86		
4	Safety Shoes	REDWING-Model: Work #3094	Pair	92		
5	Safety Shoes	REDWING-Model: Worx #5168	Pair	18		
6	Safety boots	REDWING-Model: Worx #2564	Pair	102		
	TOTAL SECTION I (Exclusive of VAT) (VND)					
II	PERSONNAL PROTECTIVE EQUIPMENT					
7	Safety glasses	Uvex- Model: 9178-265 (Clear type)	EA	304		
8		Uvex Model: 9178-286 (Dark type)	EA	192		
9	Safety glasses	UVEX Model: 9161-305	EA	60		
10		UVEX Model: RX-T9603	EA	60		
11	Safety hard hat	Uvex Pheos B-WR- Model: 9772030	EA	212		
12	Gloves	Workcrew Gloves Level 5 Model 3M	Pair	580		
13	Face Mask	Model: 3M -9541	EA	6,178		
14	Raincoats	GIVI Raincoat Model: ARS02	Set	180		
	TOTAL SECTION II (Exclusive of VAT) (VND)					
III	GRAND TOTAL (I+II) (Exclusive of VAT) (VND)					

- The proposed CONTRACT PRICE shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc.) or not. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.
- VAT are estimated at the time of PO/Contract signing. VAT shall be updated and applied according to current regulations at the time of invoice issuance.



2. Invoicing and Payment

- Payment shall be made by Telegraphic Transfer (T/T) in Vietnamese Dong (VND) subjected to Article 9 of the General Terms and Conditions, upon receipt of undisputed Invoice together with a full set of supporting documents.
- Payment shall be made based on the number of items delivered and accepted by CLIENT, as specified in the table with set of supporting document for such items delivered. CONTRACTOR shall submit its invoice after each delivery of items has been accepted by CLIENT for such delivery. Unless otherwise stated in the PURCHASE CONTRACT, CLIENT shall, subject to any dispute over the invoice, make payment within forty-five (45) days after receipt of CONTRACTOR's undisputed invoice for each accepted delivery.

Payment document:

- 1) Payment request (Original);
- 2) Invoice (Original);
- 3) Call out Request (original);
- 4) Acceptance protocol approved by CLIENT (original);
- 5) Certificates as required in "TECHNICAL REQUIREMENTS".

EXHIBIT III

SHIPPING DOCUMENT, PACKING AND MARKING REQUIREMENT

A. DELIVERY NOTICE AND DOCUMENTS

Shipment notice shall be sent to the CLIENT by cable or telex or fax as soon as possible, but not later than 15 (fifteen) working days after sending the commodities (B/L date) and contain the following information regarding the shipment:

- a. Contract / Fax number.
- b. Name of commodities, quantities and value.
- c. Number of cases, packages, gross weight, and measurement.
- d. Bill of Lading number, date.
- e. Port of departure, estimated time of departure (ETD), estimated time of arrival (ETA) to Vung Tau city, S.R.VIETNAM.

The documents required belonging to the GOODS to be delivered to PVEP-POC's office, HCMC, S.R. Vietnam shall be as follows:

1. C/O, CQ
2. Certificate of Guarantee: months from the date of Receipt Protocol (01 original)

When delivering GOODS at CLIENT's office/base or warehouse, the Deliverer or Forwarder of CONTRACTOR shall provide CLIENT with the Power of Attorney signed by Legal Representative of CONTRACTOR.

B. PACKING

1. General

- 1.1 This specification outlines the minimum requirements for the packaging and protection of materials and equipment for secure transport to and storage at overseas locations.
- 1.2 The CONTRACTOR may use his own packaging and protection methods only when he considers them equal or superior to those outlined in this specification.

2. Responsibilities

- 2.1 Responsibility for the supply and application of packaging / protection for all transit and storage need rest with the CONTRACTOR named on the Purchase Contract regardless of any subcontractors or suppliers used. This specification in no way limits the CONTRACTOR's responsibility.
If the CONTRACTOR considers it necessary to take further precautions to ensure secure transit and storage CONTRACTOR is obliged to do so.
- 2.2 If the CONTRACTOR named on the Purchase Contract subcontracts part of the order, he must pass this specification and any additional requirements contained in the Purchase Contract on to the subcontractor and so advise the CLIENT.
- 2.3 The CONTRACTOR shall ensure that all material used for packaging / protection complied with applicable laws and regulations of any jurisdiction the package may enter.

- 2.4 The CONTRACTOR shall be debited any costs incurred by the CLIENT due to the CONTRACTOR not having complied with the required SPECIFICATIONS, or any modifications approved by the CLIENT.
- 2.5 Loads that have been roughly treated or damaged in transit to the final destination shall be reinserted to the original purchase specifications at Carrier's expense. If the damage was caused by insufficient packaging and/or protection being applied by the CONTRACTOR, then inspection and repair costs may be levied upon the CONTRACTOR.

C. MARKING

- The GOODS shall be packed in sufficiently durable packing material to withstand overseas shipment and tropical conditions and also to ensure against handling at both ends.
- The detailed packing list shall be enclosed in each package to be shipped.
- All packing lists shall be in the English language.
- Port of Destination: PVEP-POC's office, HCMC, S.R. Vietnam
- Markings shall be as follows:
 - (i) In case of part, all parts shall be identified legibly by tags or inscription in indelible ink.
When metal tags are used, they must be rustproof.
 - (ii) Consignee and Markings:
Consignee:
Tel:
Contract No.: XXXX
Port of Shipment:
Port of Discharge:

In addition, each package shall be marked to show:

- (i) Brief description of contents
- (ii) Net Weight of contents
- (iii) Gross Weight of contents
- (iv) Dimensions
- (v) Invoice Number

All packages or containers shall be numbered by the CONTRACTOR to designate the package number and total number of packages being shipped. Other packages in respect of dangerous, inflammable and fragile GOODS and etc. (if applicable) shall in addition to the above, bear marking in accordance with the regulations of the shipping and insurance organization concerned.

✓

EXHIBIT IV

INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES

IV-1.0 INVOICING PROCEDURES

Pursuant to **ARTICLE 7 – "INVOICING AND PAYMENT"** of the CONTRACT, CONTRACTOR shall comply with the following instructions and guidelines when preparing and submitting invoice(s).

- IV-1.1 Invoices for WORKS performed shall be submitted in the invoicing format given in **APPENDIX IV-1** together with a copy of the Billing Statement per **APPENDIX IV -2** for every invoice submission. The statement shall reflect the total amount previously billed the current month billing and the total cumulative amount billed to date.
- IV -1.2 Invoices shall be submitted to the following address:
- IV-1.3 **CLIENT**

15th Floor, Victory Tower
12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, Vietnam
Attn: **Manager, Finance and Accounts**
- IV-1.4 Invoices shall be submitted as per rates in **EXHIBIT II – Schedule of Rates & Prices** in accordance with **ARTICLE 7** entitled "**INVOICING AND PAYMENT**" of the terms & conditions.
- IV-1.5 All invoices shall be prepared on CONTRACTOR's letterhead. The letterhead shall include the name of the company, current address, telephone and facsimile numbers.
- IV-1.6 All invoices must indicate the following information but not limited to CONTRACT title and number, invoices number and date, location (well and rig name) where WORKS are performed.
- IV -1.7 Debit Invoice and Credit Invoice shall be numbered differentially to distinguish between them.
- IV -1.8 No payment instruction which conflict with this CONTRACT shall be shown on the invoices. If any such conflict exists, the CONTRACT shall govern.
- IV -1.9 All invoices are to be submitted in two copies (one original and one duplicate copy) both complete with relevant supporting documents and properly stamped to distinguish between original and duplicate.
- IV -1.10 All invoices must be verified and signed by CONTRACTOR Representative. Prior to the official submission, the draft invoice with the

EXHIBIT IV - INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES

supporting document must be sent to CLIENT for review/instruction. CONTRACTOR can only issue the official invoice once receive CLIENT's agreement.

- IV -1.11 When invoices have been found to be undelivered, the CONTRACTOR shall submit certified true copies of the invoices and supporting documents duly signed by the CONTRACTOR Representative.
- IV -1.12 Billing shall be supported by verifiable milestone or time sheets (for monthly rate) approved by CLIENT Representatives. All other reimbursable cost is to be supported by appropriate cost summary sheets and verified by CLIENT's Representatives.

IV-2.0 WORK ORDER REQUEST

Work Order Request applicable for requesting additional Equipment/ Materials/ Services to be furnished pursuant to this CONTRACT but the rates have not been specified in **EXHIBIT II – Schedule of Rates & Prices**.

Any request for Equipment/ Materials/ Services under Work Order Request category shall within the scope of this CONTRACT and shall be made in writing using **WORK ORDER REQUEST FORM** shown in **APPENDIX IV-3**.

The RFW shall state the scope of each "Equipment/ Materials/ Services", Work Site, commencement date, applicable rates, reimbursable cost to CONTRACTOR by CLIENT and other details with respect to the RFW and should there be a conflict, the CONTRACT shall prevail.

IV-3.0 COMPLETION OF THE WORKS

Completion of WORKS shall be achieved when the operations described in **EXHIBIT I** has been completed and CONTRACTOR has been notified in writing by CLIENT.

IV-4.0 CONTRACT CLOSURE

CONTRACTOR shall submit to CLIENT a 'CONTRACT CLOSURE LETTER' and 'CONTRACT CLOSURE CERTIFICATE' as per format shown in **APPENDIX IV-5** and **APPENDIX IV-6**, respectively.

IV-5.0 CONTRACTOR PERFORMANCE EVALUATION

CLIENT shall continuously evaluate the performance of the CONTRACTOR pursuant to the specification stated in this CONTRACT throughout the term of CONTRACT duration.

APPENDIX IV-1

SPECIMEN FORM OF INVOICE

TO: **PVEP-POC**
15th Floor, Victory Tower, 12
Tan Trao Street, Tan My Ward,
Ho Chi Minh City, S.R. Vietnam

CONTRACTOR
current address,
telephone and
facsimile numbers.

ATTN: Finance Manager

Contract Title:
Contract No.:

Invoice No.:
Invoice Date:



APPENDIX IV-2

BILLING STATEMENT

PVEP POC

BILLING STATEMENT AS OF _____

CONTRACTOR : _____ CONTRACT NO. : _____

INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	BRIEF DESCRIPTION OF THE INVOICE	CUMULATIVE AMOUNT	DATE SUBMIT TO CLIENT	AMOUNT PAID	DATE PAID	REMARKS

APPENDIX IV-3

WORK ORDER REQUEST

<p>CONTRACT TITLE : _____</p> <p>CONTRACT No. : _____</p> <p>CONTRACTOR : _____</p> <p>WORK LOCATION : _____</p> <p>WORK ORDER No. : _____</p>	<p>DATE : _____</p> <p>REVISE No. : _____</p>
<p>DESCRIPTION OF WORK :</p>	
<p>REFERENCE (DWGS/ SPECS/ DOCUMENTS/ MINUTES OF MEETING) :</p> <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 20px;"> <input type="checkbox"/> DRAWINGS <input type="checkbox"/> SPECIFICATIONS <input type="checkbox"/> OTHERS </div> <div> _____ _____ _____ </div> </div>	
<p>Please submit the WORK ORDER PROPOSAL by _____</p>	
<p>For and on behalf of CLIENT</p> <p>NAME : _____</p> <p>POSITION : _____</p> <p>DATE : _____</p>	<p>For and on behalf of CONTRACTOR</p> <p>NAME : _____</p> <p>POSITION : _____</p> <p>DATE : _____</p>

APPENDIX IV-4

WORK ORDER PROPOSAL

CONTRACT TITLE : _____ CONTRACT No. : _____ CONTRACTOR : _____ WORK LOCATION : _____ WORK ORDER No. : _____	DATE : _____ REVISE No. : _____																					
DESCRIPTION OF WORK :																						
REFERENCE (DWGS/ SPECS/ DOCUMENTS/ MINUTES OF MEETING) : DRAWINGS <input type="checkbox"/> SPECIFICATIONS <input type="checkbox"/> OTHERS <input type="checkbox"/>																						
<table style="width: 100%;"> <tr> <td style="width: 40%;">WORK DURATION</td> <td style="width: 10%;">:</td> <td style="width: 50%;">_____</td> </tr> <tr> <td>IMPACT ON CONTRACT SCHEDULE</td> <td>:</td> <td>_____</td> </tr> <tr> <td>TOTAL ESTIMATED COST</td> <td>:</td> <td>_____</td> </tr> </table> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 60%;">EQUIPMENT COST</td> <td style="width: 10%;">:</td> <td style="width: 30%;">_____</td> </tr> <tr> <td>PERSONNEL COST</td> <td>:</td> <td>_____</td> </tr> <tr> <td>REIMBURSABLE</td> <td>:</td> <td>_____</td> </tr> <tr> <td>OTHERS</td> <td>:</td> <td>_____</td> </tr> </table>		WORK DURATION	:	_____	IMPACT ON CONTRACT SCHEDULE	:	_____	TOTAL ESTIMATED COST	:	_____	EQUIPMENT COST	:	_____	PERSONNEL COST	:	_____	REIMBURSABLE	:	_____	OTHERS	:	_____
WORK DURATION	:	_____																				
IMPACT ON CONTRACT SCHEDULE	:	_____																				
TOTAL ESTIMATED COST	:	_____																				
EQUIPMENT COST	:	_____																				
PERSONNEL COST	:	_____																				
REIMBURSABLE	:	_____																				
OTHERS	:	_____																				
METHOD OF PAYMENT : <table style="width: 100%;"> <tr> <td style="width: 20%;"><input type="checkbox"/></td> <td style="width: 30%;">LUMP SUM</td> <td style="width: 20%;"><input type="checkbox"/></td> <td style="width: 30%;">UNIT RATE</td> </tr> <tr> <td><input type="checkbox"/></td> <td>REIMBURSABLE</td> <td><input type="checkbox"/></td> <td>TIME RATE</td> </tr> </table>	<input type="checkbox"/>	LUMP SUM	<input type="checkbox"/>	UNIT RATE	<input type="checkbox"/>	REIMBURSABLE	<input type="checkbox"/>	TIME RATE	<table style="width: 100%;"> <tr> <td style="width: 60%;">COST</td> <td style="width: 10%;">:</td> <td style="width: 30%;"><input type="checkbox"/></td> </tr> <tr> <td>SCHEDULE</td> <td>:</td> <td><input type="checkbox"/></td> </tr> <tr> <td>OTHERS</td> <td>:</td> <td><input type="checkbox"/></td> </tr> </table>	COST	:	<input type="checkbox"/>	SCHEDULE	:	<input type="checkbox"/>	OTHERS	:	<input type="checkbox"/>				
<input type="checkbox"/>	LUMP SUM	<input type="checkbox"/>	UNIT RATE																			
<input type="checkbox"/>	REIMBURSABLE	<input type="checkbox"/>	TIME RATE																			
COST	:	<input type="checkbox"/>																				
SCHEDULE	:	<input type="checkbox"/>																				
OTHERS	:	<input type="checkbox"/>																				
For and on behalf of CLIENT _____ NAME : _____ POSITION : _____ DATE : _____	For and on behalf of CONTRACTOR _____ NAME : _____ POSITION : _____ DATE : _____																					

CONTRACT CLOSURE LETTER

CONTRACTOR : _____

CONTRACT NO. : _____

CONTRACT TITLE : _____

Dear Sir,

For administrative purpose we wish to close and archive the account of this CONTRACT and therefore request you to sign in duplicate the attached Contract Closure Certificate. Upon signing, please return one (1) original copy to us for our record and retention.

The purpose of the certificate is to confirm the total sum of money that has been paid by CLIENT under the CONTRACT and to confirm that no further sums are payable by CLIENT. Please enter the appropriate figure in spaces provided in the attached Certificate.

Yours faithfully,
For and on behalf of CLIENT.

Signature

Name

Designation

Date

APPENDIX IV-6

CONTRACT CLOSURE CERTIFICATE

With reference to CONTRACT No. _____ dated _____ 20____,

between undersigned CONTRACTOR, _____
(Name of CONTRACTOR)

and _____
(Name of CLIENT)

for _____
(Title)

In consideration of USD/VND _____ as per final payment under the CONTRACT, the CONTRACTOR hereby unconditionally releases and forever discharges CLIENT and CLIENT premises and property from all claims, liens and obligations of every nature arising out of or in connections with performance of the CONTRACT and all amendments thereto.

The CONTRACT agrees to indemnify and hold CLIENT harmless from and against all cost, losses, damages, claims from any cause of action, judgments and expenses, including legal costs arising out of or in connections with claims against CLIENT which claims arise of the performance of the WORKS under the CONTRACT and which may be asserted by CONTRACTOR or any of its Sub-contractors or any of their representatives, officers, agents or employees.

The foregoing shall not relieve the CONTRACTOR of his obligations under the provision of the CONTRACT, which by their nature survive completion of the WORKS including, without limitation, warranties, guarantees and indemnities.

Executed this ____ day of _____ 20____.

For and on behalf of CLIENT

Signature

Name

For and on behalf of CONTRACTOR

Signature

Name

EXHIBIT V

CONTRACT'S STANDARD FORMS

BANK GUARANTEE

TO CONTRACT No. [...] DATED

**TO : DOMESTIC PETROLEUM OPERATING BRANCH- PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

**15th Floor, Victory Tower, 12 Tan Trao Str, Tan My Ward, Ho Chi Minh City, S.R.
Vietnam**

Dear Sir,

Issuing date:

[.....]

Re: Our **BANK GUARANTEE** No.[...] for USD [.....]

We have been informed that you (hereinafter called CLIENT) have concluded a Contract No. _____ (hereinafter called CONTRACT) with (insert the name of the company) (hereinafter called CONTRACTOR) for the Provision of and according to the CONTRACT, CONTRACTOR is required to provide you with a BANK GUARANTEE by a first class Bank in the amount up to USD/VND _____ (United States Dollars/ Vietnam Dong) which is ten percent (10%) of the total CONTRACT PRICE.

In consideration of the above, we (name of the Bank), waiving all rights of objection and defense arising from the principal debt, hereby irrevocably and unconditionally undertake to pay immediately to you upon your first written demand stating that CONTRACTOR has failed to fulfill wholly or partly its contractual obligations under the said CONTRACT, any amount or amounts as specified by you up to a total of USD/ VND _____ (United States Dollars/ Vietnam Dong) without the requirement for you to prove or to show grounds or reasons for your demand or the amount specified.

The payment under this BANK GUARANTEE shall be made by us without any deductions for fees and free of any taxes, imports, levies or duties present or future of any nature within _____ (name of the country).

This BANK GUARANTEE is effective from its issuing date first above written, and valid up to _____ (hereby called the "Expiry Date"). Any claim must be received by the Guarantor on or before the Expiry Date.

This BANK GUARANTEE is subject to the Uniform Rules for Demand Guarantee of the International Chamber of Commerce (*Publication No. 458*) and shall be governed by and construed in accordance with the Laws of S.R.Vietnam.

(Name of Bank)


By: _____

Title: _____

(Authorized signature with stamp of Bank)

*** CONTRACTOR TO SUBMIT ALL DETAILED DOCUMENTS IN ACCORDANCE WITH THE REQUEST FOR CHANGE ORDER

CALL OUT REQUEST

DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED						
		Office: 15 th Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R. Vietnam. Tel: (84-28) 3776 2222 Fax: (84-28) 3872 1079/3872 1088 Email: pvep.poc@pvep.vn				
CALL OUT REQUEST						
Call Out Request No.:		/PVEP-POC-PMT				
Release Contract No.:		PVEPPOC-DHN-2025-014				
To	:	CONTRACTOR				
Head office	:					
Telephone	:					
Faeximile No.	:					
Attention	:	Mr. - Director				
DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED ("Company") requests CONTRACTOR ("Contractor") to make the delivery of the following commodities in accordance with the terms of the contract No.: PVEPPOC-DHN-2025-014						
No.	Description	Specification	Unit	Q'ty	Unit price (VND)	Extended Price (VND)
SECTION						
1	3					
2	4					
GRAND TOTAL						0
Total price exclude VAT (if any).						
Delivery point: RACH DUA WARD, HCMC., S.R. VIETNAM						
Issued by Company				Agreed and Accepted by Contractor		
Name:				Name:		
Title: Director				Title:		
Date:				Date:		

ACCEPTANCE PROTOCOL

Place: _____, S.R.Vietnam

Date:

The authorized representatives of [...] (hereinafter referred to as CLIENT) of one party,
and

The authorized representatives of [...] (hereinafter referred to as the CONTRACTOR) of
the other party,

Have made up this Acceptance Protocol to certify that:

On ... *[insert the actual date]* the.... (Hereinafter referred to as the GOODS) have been
successfully delivered by the CONTRACTOR in accordance with the CONTRACT No.
...*[insert the Contract number]*. Any and all defects and/or discrepancies revealed during
hand-over period shall be eliminated and/or rectified to the satisfaction of CLIENT.

GOODS' ACTUAL QUANTITY:

However, the signing of this Protocol does not release the CONTRACTOR from his
guarantee obligations and responsibilities as stipulated in the CONTRACT.

FOR THE CLIENT

FOR THE CONTRACTOR