



PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LTD

KHANH MY PETROLEUM OPERATING BRANCH

HCM Office: 19th Floor, Victory Tower
12 Tan Trao Street, Tan My Ward,
Ho Chi Minh City, S.R. of Vietnam

Tel: + (84 - 28) 3638 0789
Fax: + (84 - 28) 3963 6633
Email:pvpep.khanhmy@pvpep.com.vn

FACSIMILE MESSAGE

No. of Pages: 05+
(Including this page)

Ref.: PPM/26/072/F

Date: 24th Mar 2026

To: **BIDDERS**

Tel:

Attn:

Fax:

SUBJECT: INVITATION TO BID
PROVISION OF 3D SEISMIC DATA RE-PROCESSING FOR BLOCK 46/13, OFFSHORE VIETNAM
TENDER NO.: PVEP-KM/2026/005

PVEP – KHANH MY (hereinafter referred to as “CLIENT”) wishes to solicit a quotation for the following in accordance with the instruction contained in this Invitation to Bid Document (ITBD):

No.	Q'ty	UOM	Description
1	01	Lot	PROVISION OF 3D SEISMIC DATA RE-PROCESSING FOR BLOCK 46/13, OFFSHORE VIETNAM
			Attachment 1 Terms and Conditions 61 pages
			Exhibit I(A) Scope of Work 14 pages
			Exhibit I(B) Summary of Responsibilities 03 pages
			Exhibit I(C) Personnel 03 pages
			Exhibit II Schedule of Rates 02 pages
			Exhibit III Health, Safety and Environment Requirements 25 pages
			Exhibit IV Consequences Management for HSE Non-compliances 04 pages
			Exhibit V Administrative Procedures 21 pages
			Exhibit VI Work Completion Certificate 01 page
			Exhibit VII Bank Guarantee Performance 02 pages
			Exhibit VIII Change Order Proposal 02 pages
			Form A Checklist Form 01 page
			Form B Exception Form 02 pages
			Form C Technical Proposal Form 01 page
			Form D Commercial Proposal Form 01 page
Form E ITBD Questionnaires 04 pages			
Form F Bid Bond Form 01 page			

INSTRUCTIONS TO BIDDER

I. GENERAL

- A. Your quotation must be delivered by hand/courier to CLIENT's office not later than **14:00 hrs. on 11th May 2026 ("Bid Closing Time and Date")** and shall be binding for a period of at least **One hundred and Twelve (120) calendar days ("Bid Validity Period")** from the Bid Closing Date. Bidder may assume that the award for CONTRACT will be made within 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 bid proposal.
- B. Bidder is to ensure that all prices and other details in the bid 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 Time and Date.
- C. CLIENT's Terms and Conditions shall be applied. Any submission of Bidder's terms and conditions shall be considered NULL and VOID for this tender.
- D. Should Bidder decline to submit a proposal, Bidder shall state in writing the reason(s) for declining, and in all such cases this shall be done not later than the Bid Closing Date and Time.
- E. BIDDER's Bid Proposal must be signed and certified by an officer duly authorized by BIDDER.
- F. Any amendments appearing in the BIDDER's Bid Proposal must be signed or initialed by the BIDDER's authorized officer.
- G. 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, irrespective of whether an order is placed or not.

II. PRICE QUOTATION

- A. Bidder's price quotation shall be quoted in United States Dollar (USD) as a tax non-resident Bidder or Vietnam Dong (VND) as a tax resident Bidder in Vietnam in accordance with the Ordinance on Foreign Exchange No. 28/2005/PL-UBTVQH11 of Vietnamese Government, Degree 160/2006/ND-CP and practical guidelines.

For tax resident, Bidder is allowed to receive USD by States Bank of Vietnam, the bid proposal is required to quote in the following currency:

- o For materials and/or services rendered from Vietnam, Bidder is required to submit bid proposal in VND.
- o For materials and/or services rendered from other countries, Bidder may quote in USD or VND.

CLIENT shall use the transfer official exchange rate for VND and USD announced by the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) – Ho Chi Minh Branch at the time of commercial bid opening for the purpose of bid evaluation.

- B. Taxes and Duties: Please refer to Article 9 for more details.
- C. **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.**

III. BID BOND

- A. Together with the Bid Proposal, BIDDER shall submit a Bid Bond (in a separate sealed envelope) in the form stipulated in Bid Bond Form of Bidding Forms of this ITB. The value of the Bid Bond shall be at a fixed amount of **18,000.00 USD (In words: United States Dollars Eighteen Thousand)** and issued by a reputable commercial bank which is accepted by COMPANY's bank.
- B. Failure to submit such a Bid Bond shall entitle COMPANY to disqualify a Bid.

- C. In case of Consortium, the Bid Bond will be provided by one of the following two methods:
- o 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.
 - o 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.
- D. This Bid Bond shall remain valid until thirty (30) days after the expiration of the Bid Validity Period, including any extension thereof. In the event that the COMPANY and the BIDDER agree to extend the Bid Validity Period, the BIDDER shall, within seven (7) days from such agreement, either provide a replacement Bid Bond or duly extend the existing Bid Bond."
- E. Bid Bond will be returned to the unsuccessful BIDDER within thirty (30) days from the date of the contract signing. For the successful BIDDER, the Bid Bond will be returned when the successful BIDDER provides the Bank Guarantee.

IV. PROPOSAL FORMAT

- A. Bidder is to strictly adhere to the proposal format as set out below. Bidder **must ensure that the "UN-PRICED PACKAGE (TECHNICAL)" does not contain any pricing or cost.** Failure to comply with these instructions may render Bidder's proposal invalid.
- B. Bidder is to submit bid proposal in two (2) separate packages, as follows:
- a) Un-priced Package (Technical): one (01) original set
 - b) Priced Package (Commercial): one (01) original set

C. CONTENTS OF UN-PRICED PACKAGE (TECHNICAL)

Un-priced Package shall include but not limited to the following:

C.1 PROPOSAL FORM: FORM C

Bidder is required to confirm Bidder's understanding of the ITBD and agreement to bid by executing **FORM C – TECHNICAL PROPOSAL FORM**, to be submitted together with the Bidder's proposal.

The PROPOSAL FORM must be signed and certified by Bidder's duly authorized officer and endorsed with company's seal/stamp without any changes to the form.

C.2 TECHNICAL PROPOSAL

- Bidder to confirm and specify its compliance to scope of supply as mentioned in **EXHIBIT I** by executing **FORM E – ITBD QUESTIONNAIRES**.
- Bidder to confirm and specify its compliance to CLIENT's Terms and Conditions as per **ATTACHMENT 1**.
- Bidder to submit the checklist as per **FORM A**.
- If Bidder has any exception to CLIENT's Terms and Conditions or any other part of the ITBD, Bidder must state the changes or exceptions proposed by using the format in **FORM B** 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 delivery schedule if the changes or exceptions are rejected by CLIENT.

C.3 UN-PRICED COMMERCIAL FORM

Bidder is requested to submit the following without indicating the cost. The word 'OFFERED', 'INCLUSIVE', 'NO QUOTE' and 'NOT AVAILABLE' shall be used where appropriate to replace the price. Bidder is advised **NOT** to submit a BLANK form or form in other format as this will result in the bid proposal being not considered.

Bidder is requested to attach an **UN-PRICED COMMERCIAL FORM** table as per the **EXHIBIT II** as attached.

D. CONTENTS OF PRICED PACKAGE (COMMERCIAL)

D.1 PROPOSAL FORM: FORM D

Bidder is required to confirm Bidder's understanding of the ITBD and agreement to bid by executing **Forms D – COMMERCIAL PROPOSAL FORM**, to be submitted together with the Bidder's proposal.

The PROPOSAL FORM must be signed and certified by Bidder's duly authorized officer and endorsed with company's seal/stamp without any changes to the form.

D.2 Every page of Bidder's Priced Package must bear Bidder's company seal. Priced Package shall include **PRICED COMMERCIAL FORM** table as per the **EXHIBIT I** as attached.

V. SUBMISSION OF PROPOSAL

A. Each Un-priced Package (Technical) and Priced Package (Commercial) shall be wrapped separately from each other and clearly marked with the word "ORIGINAL UNPRICED" or "ORIGINAL PRICED" on the cover of the respective wrapping.

B. Bidder shall ensure that bid proposal or submission 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) Tender Number and Title.
- (b) Bidder's Name and Return Address
- (c) "UN-PRICED PACKAGE" or "PRICED PACKAGE".
- (d) "PRIVATE AND CONFIDENTIAL"

C. All communications and correspondence with regard to proposal preparation and clarification shall be made to the following address:

PLANING & PROCUREMENT MANAGEMENT DEPARTMENT, PVEP – KHANH MY
19th FLOOR, VICTORY TOWER, 12 TAN TRAO STREET,
TAN MY WARD, HO CHI MINH CITY, VIETNAM
TEL : (84-28) 3638 0789
FAX : (84-28) 3963 6633
EMAIL : tendersecblk4613@pvep.com.vn
ATTN : TENDER SECRETARIAT

All communications with regard to bid clarifications or any other request from Bidder shall be made in writing and forwarded to CLIENT at least five (05) days before the Bid Closing Date and Time and must indicate the tender number and title and send to the address given above. The same written correspondence can be scanned and sent via email for fast receipt.

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

PLANING & PROCUREMENT MANAGEMENT DEPARTMENT, PVEP – KHANH MY
19th FLOOR, VICTORY TOWER, 12 TAN TRAO STREET,
TAN MY WARD, HO CHI MINH CITY, VIETNAM

- D. Bidder is strongly advised to deliver the bid proposal 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.
- E. Responsibility for timely delivery of the proposal to the correct address rests fully with Bidder. CLIENT does not accept late submission. Delivery to the wrong address shall not be an excuse for late delivery.
- F. Bidder must ensure that the proposal is delivered to the address given above no later than **14:00 hrs. on 11th May 2026 (GMT+7 Vietnam Time)** LATE BIDS WILL NOT BE ENTERTAINED.
- G. Bidder's bid proposal shall be submitted in a **separate sealed envelope** or package bearing the name of Bidder's company, clearly addressed and marked on the outside as follows:

"STRICTLY CONFIDENTIAL"

PROVISION OF 3D SEISMIC DATA RE-PROCESSING FOR BLOCK 46/13, OFFSHORE VIETNAM

TENDER NO.: PVEP-KM/2026/005

VI. ACCEPTANCE

- A. CLIENT may, at its 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 reason thereof.
- B. CLIENT shall not be deemed to have accepted all or any parts of a proposal unless and until written acceptance is issued. Any award as a result of this ITBD will be through a properly executed CONTRACT issued by CLIENT. Prior to this, CLIENT may send 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 works mentioned in the Letter of Award.
- C. CLIENT, at its option, has the right to award all or partial of CONTRACT to the successful Bidder or Bidder(s).
- D. The successful Bidder, if any, will be required to enter into a formal CONTRACT with CLIENT as contained in the ITBD.

FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTION AS SET FORTH IN THIS DOCUMENT SHALL RESULT IN BIDDER'S PROPOSAL BEING DISQUALIFIED.

Yours faithfully,

For and on behalf of PVEP – KHANH MY



Tender Secretariat

CONTRACT

BETWEEN

**KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LTD.
(PVEP – KHANH MY)**

AND

.....

FOR

**PROVISION OF 3D SEISMIC DATA RE-PROCESSING
FOR BLOCK 46/13, OFFSHORE VIETNAM**

CONTRACT NO.: PVEP-KM/2026/005

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EXHIBITS

- EXHIBIT I(A) SCOPE OF WORK
- EXHIBIT I(B) SUMMARY OF RESPONSIBILITIES
- EXHIBIT I(C) CONTRACTOR'S PERSONNEL
- EXHIBIT II SCHEDULE OF RATES
- EXHIBIT III HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENTS
- EXHIBIT IV CONSEQUENCE MANAGEMENT FOR HSE NON-COMPLIANCES
- EXHIBIT V ADMINISTRATIVE PROCEDURES
- EXHIBIT VI WORK COMPLETION CERTIFICATE
- EXHIBIT VII BANK GUARANTEE/PERFORMANCE GUARANTEE FORMAT
- EXHIBIT VIII CHANGE PROPOSAL

PREAMBLE

This CONTRACT (hereinafter referred to as "CONTRACT") is made and entered into this ___ day of _____ 2026, effective as of _____ 2026 ("Effective Date").

BETWEEN

KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LTD (PVEP – KHANH MY), a company incorporated in Vietnam under the Laws of Vietnam with a registered office at 26th Floor, Charmvit Tower, 117 Tran Duy Hung Street, Trung Hoa Ward, Ha Noi, Socialist Republic of Vietnam and place of business at 19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, Socialist Republic of Vietnam (hereinafter referred to as "CLIENT") of the first part;

And

_____, a company incorporated in _____ under the laws of _____ having its registered office at _____ and place of business at _____ (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, pursuant to Petroleum Product Sharing (PSC) entered into with Vietnam Oil and Gas Group (PETROVIETNAM) is engaged and appointed as Operators for the exploration, development and production of hydrocarbons for oil and gas fields onshore/offshore Vietnam.

Whereas : CLIENT desires to carry out drilling, work-over and associated operations (including but not limited to completing, testing and suspending/abandoning wells) or as CLIENT may require from time to time in the Area of Operations;

Whereas : CLIENT requires the Provision of 3D Seismic Data Re-processing for Block 46/13, Offshore Vietnam (hereinafter referred to as the "WORK") as described in the EXHIBITS (attached hereto and made a part hereof) and in accordance with the TERMS AND CONDITIONS of this CONTRACT; and

Whereas : CONTRACTOR represents that it is able and willing to provide the aforementioned 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:

TERMS AND CONDITIONS	ARTICLES 1 TO 45 INCLUSIVE
EXHIBIT I(A)	SCOPE OF WORK
EXHIBIT I(B)	SUMMARY OF RESPONSIBILITIES
EXHIBIT I(C)	CONTRACTOR'S PERSONNEL
EXHIBIT II	SCHEDULE OF RATES
EXHIBIT III	HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENTS
EXHIBIT IV	CONSEQUENCE MANAGEMENT FOR HSE NON-COMPLIANCES
EXHIBIT V	ADMINISTRATIVE PROCEDURES
EXHIBIT VI	WORK COMPLETION CERTIFICATE
EXHIBIT VII	BANK GUARANTEE/PERFORMANCE GUARANTEE FORMAT
EXHIBIT VIII	CHANGE PROPOSAL

In the event of any ambiguity, inconsistency or conflict between the provisions of the TERMS AND CONDITIONS and EXHIBITS listed above, the TERMS AND CONDITIONS shall take precedence and prevail over the EXHIBITS.

In the event of any ambiguity, inconsistency or conflict between the provisions of the EXHIBITS, CLIENT shall decide the order of prevalence amongst the EXHIBITS.

- 1.2 Any reference or details provided in any one of the above documents but not in others shall be taken as read in all documents of this CONTRACT.
- 1.3 All standards, codes, specifications, drawings, instructions, and other documents that are referred to in the EXHIBITS shall be deemed incorporated herein by reference and made a part of the CONTRACT.
- 1.4 None of the documents herein before mentioned shall be used by CONTRACTOR for any purpose other than for this CONTRACT.
- 1.5 Unless otherwise specified by CLIENT, any reference to time period shall be deemed to be based on calendar days.
- 1.6 All headings, indexes, titles, subtitles, subheadings, words that are bold, italic, capitalised or otherwise emphasised of the CONTRACT are used for convenience and ease of reference only and should not be taken into consideration in the interpretation or construction of the CONTRACT.
- 1.7 All correspondence, documentation, and discussion with respect to the CONTRACT and the WORK are to be in the English Language.
- 1.8 All instructions, notifications, agreements, authorisations, approvals and acknowledgements shall be in writing (whether by mail or by fax).
- 1.9 Any review, approval, acknowledgement or certificate given by CLIENT shall not relieve the CONTRACTOR from any liability or obligation under the CONTRACT.
- 1.10 Words importing the singular only also include the plural and vice versa where the context so requires.

END OF ARTICLE

ARTICLE 2 - DEFINITIONS

The following definitions shall apply to this CONTRACT except where the context otherwise requires:

- 2.1 **"Affiliate" or "Affiliated Company"** means any company or other entity that directly or indirectly through one or more intermediary controls or is controlled by or is under common control with a Party to this CONTRACT. "Control" in this context means ownership of more than fifty percent (50%) of the voting stock of the controlled company or the direct or indirect right to determine its actions by contract or otherwise.
- 2.2 **"Area of Operations"** means those areas of the seabed and subsoil beneath the territorial waters and the continental shelf off Vietnam in which CLIENT is entitled to conduct operations relating to the exploration and production of hydrocarbons.
- 2.3 **"CONTRACT AMENDMENT"** means a document to be issued by CLIENT which sets forth changes in the WORK and adjustments to the CONTRACT Price or schedule or both, and which sets forth the basis on which CONTRACTOR will be compensated for the change, if applicable.
- 2.4 **"CLIENT"** means **KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LTD (PVEP – KHANH MY)** and includes the CLIENT's personnel, representatives, successors and such other persons or body of persons to whom the CLIENT has assigned this CONTRACT.
- 2.5 **"CLIENT's Administrator"** means CLIENT's personnel as defined in ARTICLE 17 – CLIENT'S ADMINISTRATOR AND REPRESENTATIVE(S).
- 2.6 **"CLIENT's Equipment"** means the equipment and other related parts, spares and other materials to be provided by CLIENT.
- 2.7 **"CLIENT's Representative"** means CLIENT's personnel as defined in ARTICLE 17 – CLIENT'S ADMINISTRATOR AND REPRESENTATIVE(S).
- 2.8 **"CLIENT's Supply Base" or "Supply Base"** means the location specified in EXHIBIT I(A) – SCOPE OF WORK, which will be the port of call for work boats and supply boats where CONTRACTOR shall deliver the equipment required for performance of the WORK, beyond the initial mobilisation requirement, if any.
- 2.9 **"CONTRACT"** means the TERMS AND CONDITIONS and the EXHIBITS, references and documents attached hereto or incorporated by reference including any subsequent amendments to them.
- 2.10 **"CONTRACT Price"** means the agreed compensation to be paid to CONTRACTOR in a prescribed method as specified and qualified in EXHIBIT II – SCHEDULE OF RATES.
- 2.11 **"CONTRACTOR"** means the Party entering into the CONTRACT with CLIENT for the delivery of the performance of the WORK or part thereof as set forth in the CONTRACT and includes the CONTRACTOR's personnel, representatives, successors and such other persons or body of persons to whom the CONTRACTOR has assigned this CONTRACT.
- 2.12 **"CONTRACTOR's Administrator"** means CONTRACTOR's personnel as defined in ARTICLE 18 – CONTRACTOR'S ADMINISTRATOR AND REPRESENTATIVE(S).
- 2.13 **"CONTRACTOR's Equipment"** means the equipment and other related parts, spare parts, materials, tools, vessels, expendables, designated equipment, call-out equipment and other supplies that are to be provided or supplied by CONTRACTOR as defined in ARTICLE 14.9 – CONTRACTOR'S OBLIGATION and more specifically described in EXHIBIT I(A) – SCOPE OF WORK.
- 2.14 **"CONTRACTOR's Personnel"** means all personnel provided by CONTRACTOR in the performance of the WORK as defined in ARTICLE 14.10 – CONTRACTOR'S OBLIGATION and more specifically described in EXHIBIT I(A) – SCOPE OF WORK.

- 2.15 **"CONTRACTOR's Representative"** means CONTRACTOR's personnel as defined in ARTICLE 18 – CONTRACTOR'S ADMINISTRATOR AND REPRESENTATIVE(S).
- 2.16 **"Co-Venturers"** means any parties having a legal interest in the operation of CLIENT to which the WORK or part thereof relates.
- 2.17 **"Demobilisation Site"** means the site designated in EXHIBIT I(A) – SCOPE OF WORK where the CONTRACTOR's equipment/personnel that is released by CLIENT is to be made available to CONTRACTOR.
- 2.18 **"Designated Equipment"** means the materials required by CLIENT for its drilling programme and to be supplied by CONTRACTOR as described in EXHIBIT I(A) – SCOPE OF WORK.
- 2.19 **"Drilling Rig" or "Rig"** means the drilling unit(s) designated by CLIENT as the Work Site(s) where the WORK will be conducted.
- 2.20 **"Expert"** means a person or company mutually agreed upon by CLIENT and CONTRACTOR to give a technical opinion in order to expedite settlement of any particular matter as described in ARTICLE 32 – ARBITRATION.
- 2.21 **"Gross Negligence"** means (i) any act or failure to act which seriously or substantially deviates from a prudent course of action or (ii) any act or omission in violation of the most elementary rules of diligence which a conscientious contractor in the same position and under the same circumstances would have followed or (iii) such wanton and reckless conduct or omission as constitutes in effect an utter disregard for foreseeable, harmful and avoidable consequences.
- 2.22 **"Mobilisation Date"** means the date the CONTRACTOR's equipment is to be delivered to the Mobilisation Site ready for WORK and subsequent transport to the Work Site(s), as specified by CLIENT.
- 2.23 **"Mobilisation Site"** means the site designated in EXHIBIT I(A) – SCOPE OF WORK where CONTRACTOR's equipment/personnel is to be delivered by CONTRACTOR for loading and transport to the Work Site(s) by CLIENT.
- 2.24 **"Mustering Point" or "Point of Embarkation"** means the location specified by CLIENT in EXHIBIT I(A) – SCOPE OF WORK, at which CONTRACTOR shall assemble its personnel and/or allowable air freight for transportation to the Work Site(s).
- 2.25 **"PETROVIETNAM"** means the Vietnam National Industry - Energy Group of The Socialist Republic of Vietnam having its registered office at 18 Lang Ha Street, Hanoi, the Socialist Republic of Vietnam.
- 2.26 **"PVEP"** means **PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LTD.**, a company incorporated under the Laws of Vietnam and having its registered office at 26th floor, Charmvit Tower, 117 Tran Duy Hung Street, Trung Hoa Ward, Hanoi, the Socialist Republic of Vietnam.
- 2.27 **"RELEASE ORDER"** means a document referred to in ARTICLE 15.8 – CLIENT'S OBLIGATION to be issued by CLIENT to CONTRACTOR in the format provided in APPENDIX V-2 to this CONTRACT (Not applicable).
- 2.28 **"Specifications"** means a collection of documents, standards and codes to which the WORK must conform.
- 2.29 **"Sub-contract"** means any contract between CONTRACTOR and any other third party or parties as approved in writing by CLIENT for the performance of any portion of the WORK or any part thereof.
- 2.30 **"SUB-CONTRACTOR"** means any third party or parties having a sub-contract with CONTRACTOR as approved in writing by CLIENT for the performance of any portion of the WORK or any part thereof.
- 2.31 **"Work Site(s)"** means the areas, places or installations either onshore or offshore as designated by CLIENT where the WORK is to be performed.

- 2.32 **"WORK"** means all services to be performed and rendered by CONTRACTOR or its SUB-CONTRACTOR(s) as expressly set forth in the CONTRACT and all of CONTRACTOR's activities that are reasonably inferable from the description of the services. This shall include services performed pursuant to any authorisation for WORK.

END OF ARTICLE

ARTICLE 3 - DURATION OF CONTRACT (NOT APPLICABLE)

- 3.1 Subject to termination provision provided under ARTICLE 23 – PROVISION FOR TERMINATION OF CONTRACT, this CONTRACT shall commence on the Effective Date stipulated in the preamble and shall be valid for a period of ____ years and may be extended pursuant to ARTICLE 3.2.
- 3.2 CLIENT shall have the right to extend the duration of this CONTRACT for another ____ years under the same terms and conditions and prices.
- 3.3 CLIENT shall notify CONTRACTOR in writing of its intention to exercise its right to extend the duration of the CONTRACT not less than thirty (30) days prior to the expiry of the primary period.
- 3.4 All RELEASE ORDER(s) must be issued prior to CONTRACT expiry. In the event that existing on-going operational requirements or execution of WORK are anticipated to finish beyond the duration of the CONTRACT, the CONTRACTOR shall complete any outstanding works of all RELEASE ORDER(s) issued, under the same terms and conditions and rates provided for in this CONTRACT. In this case, CONTRACT shall be still valid until completion of obligations, responsibilities of both Parties under all RELEASE ORDER(s).

END OF ARTICLE

ARTICLE 4 - CONTRACT PRICE

- 4.1 For the satisfactory performance of the WORK in accordance with the CONTRACT, CLIENT shall pay CONTRACTOR the lump sum amounts and/or unit rates detailed in the EXHIBIT II – SCHEDULE OF RATES.
- 4.2 The CONTRACT Price shall remain unchanged throughout the duration of this CONTRACT and shall not be subjected to change for any reason whatsoever including but not limited to cost escalation or currency fluctuations.
- 4.3 CONTRACTOR shall be responsible for and pay at its expense (when due and payable) all taxes and duties relating to the WORK as specified in ARTICLE 9 - TAXES AND DUTIES.
- 4.4 The Estimated Total CONTRACT value of VND/USD _____ (in words: **Vietnam Dong/United States Dollars** _____ **only**) shall not be exceeded. In case of any deviation to this, CONTRACTOR is requested to notify CLIENT for approval prior to execution.
- 4.5 CONTRACT does not constitute or imply a commitment by CLIENT to purchase specific quantity of WORK from CONTRACTOR. Actual CONTRACT value may lower or higher for which CONTRACTOR agrees that the same terms and conditions and unit rates shall be applied.

END OF ARTICLE

ARTICLE 5 - RESPONSIBILITY OF CONTRACTOR TO INFORM ITSELF

- 5.1 CONTRACTOR shall be deemed to have:
- (a) carefully read the CONTRACT documents to determine all the necessary services, labour, equipment and materials required for the performance of the WORK;
 - (b) familiarised itself with the Work Site(s), any restrictions applicable to or associated with the site whether imposed by any authority or third party and all ingress and egress from it; and
 - (c) obtained for itself in advance a full understanding and knowledge of the nature and scope of the WORK and of the conditions under which the WORK will be carried out.
- 5.2 Any information that CLIENT decides to give to the CONTRACTOR shall be information that is reasonably available to CLIENT at the material time.
- 5.3 CONTRACTOR assumes total responsibility for all WORK including WORK, which are based upon data and information not contained in the CONTRACT or any conclusions, interpretations or WORK by the CONTRACTOR in applying the data, information and requirements contained in the CONTRACT.
- 5.4 No additional payment beyond what has been agreed in the CONTRACT will be paid to the CONTRACTOR due the CONTRACTOR's lack of understanding of the nature and scope of the WORK which a reasonably prudent CONTRACTOR should have determined and understood in advance, or due to the CONTRACTOR's conclusions or interpretations of any data or information.
- 5.5 Any failure by the CONTRACTOR to take account of matters, which may affect the WORK, will not relieve the CONTRACTOR from its obligations under the CONTRACT.

END OF ARTICLE

ARTICLE 6 - RESPONSIBILITY OF CONTRACTOR TO INFORM CLIENT

- 6.1 CONTRACTOR shall notify CLIENT without undue delay of all things that are or may appear to be:
- (a) in conflict with applicable law; or
 - (b) deficient, omissive, contradictory or ambiguous in the CONTRACT.
- 6.2 Failure to so notify shall be deemed to be the CONTRACTOR's confirmation that there are no conflicts, deficiencies, omissions, contradictions or ambiguities in the CONTRACT. However, if CLIENT does receive such notice, CLIENT will review these items and issue the necessary instructions before the CONTRACTOR proceeds with any part of the WORK affected. The CONTRACTOR shall not proceed with the WORK prior to the receipt of such instructions.
- 6.3 CONTRACTOR shall notify CLIENT immediately of any impending or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the performance of the WORK.
- 6.4 CONTRACTOR shall keep CLIENT fully informed of the progress of the WORK and shall comply with the reporting requirements as set out by CLIENT.
- 6.5 Without prejudice to the foregoing, CONTRACTOR shall request, in a timely manner, any information or detailed drawings it requires from CLIENT for the performance of the WORK under this CONTRACT and CLIENT shall use its best endeavours to respond promptly to such request.

END OF ARTICLE

ARTICLE 7 - INVOICING AND PAYMENTS

- 7.1 At the beginning of each calendar month, CONTRACTOR shall invoice CLIENT for WORK performed during the previous month. The invoice may include any amount due to CONTRACTOR, which has not been invoiced previously, as well as any charges made by CONTRACTOR for expenditures on CLIENT's behalf. Expenditures on CLIENT's behalf shall be authorised in writing by CLIENT's Administrative before being incurred.
- 7.2 All invoices claimed by CONTRACTOR shall be itemized as being directly associated with the CONTRACT and shall be verified and signed by the authorized signatory designated in ARTICLE 18 - CONTRACTOR'S ADMINISTRATOR AND REPRESENTATIVE(S) hereof prior to submission to CLIENT for payment. Invoicing for WORK performed shall be kept current at all times. All invoices submitted shall comply with the requirement of EXHIBIT V – ADMINISTRATIVE PROCEDURES
- 7.3 Any charges made by CONTRACTOR for items reimbursable at actual cost under the CONTRACT or payments made on CLIENT's behalf shall be net of all discounts and allowances, whether or not taken by CONTRACTOR. The pro forma invoice must be supported by sufficient original documentation to fully support such reimbursement and permit verification thereof by CLIENT. Supporting documents shall include original service ticket, time sheet and/or man-hour reports verified by CLIENT's Representative, third party invoices and/or other supporting data or information as required or reasonably necessary to support the charges. The details of the process are illustrated in EXHIBIT V – ADMINISTRATIVE PROCEDURES.
- 7.4 Invoice(s) shall indicate CONTRACT's number and title, REALEASE ORDER's number and shall be submitted in two copies (one (1) original and one (1) duplicate copy) both complete with the necessary documentation required by CLIENT and shall be addressed to:
- PVEP-KHANH MY
19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, Vietnam
Attn: Finance & Accounts Manager
Tel: +84 28 3638 0789; Fax: +84 28 3963 6633
- 7.5 At CLIENT's option, the cost of WORK done under any particular CONTRACT AMENDMENT shall be invoiced either by progressive invoicing of the portion of WORK done in accordance with the approved progress payment schedule or when all WORK for that particular change order is completed, whichever is applicable. CLIENT will indicate in each change order the method by which the cost of the change order shall be invoiced.
- 7.6 Payments of undisputed invoiced items shall be made on or before the sixtieth (60th) day after receipt thereof. If the sixtieth (60th) day falls on a Sunday or a gazetted public holiday, the next working day shall be deemed to be the due day for payment. 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
- 7.7 Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. In the event that CLIENT disputes any item on a particular invoice, CLIENT shall be entitled to withhold from payment only the actual amount in dispute and CLIENT shall inform CONTRACTOR of the disputed items within thirty (30) calendar days of the receipt by CLIENT of that particular invoice.
- 7.8 CLIENT shall be entitled to withhold payment if any of CONTRACTOR's invoices do not include the supporting documentation required by CLIENT.
- 7.9 Payment due to CONTRACTOR may be withheld by CLIENT on account of the following:
- a) unsatisfactory performance of CONTRACT;
 - b) the filing of claims against CLIENT caused by acts or omissions of CONTRACTOR or failure of CONTRACTOR;

For the above reasons, CLIENT shall have the right to deduct any monies due to CONTRACTOR under this CONTRACT in the event and on proof of default in payment of wages by CONTRACTOR, for settlement of such claim including payment directly to SUB-CONTRACTOR(s). Such payment shall be deemed to be a payment made to CONTRACTOR by CLIENT under and by virtue of this CONTRACT.

- 7.10 If and when the cause or causes for withholding any such payment has/have been remedied or removed by CONTRACTOR as specified in ARTICLE 7.9 and satisfactory evidence of such remedy or removal has been presented to CLIENT, the payments withheld shall be made forthwith by CLIENT.
- 7.11 If CONTRACTOR fails to take appropriate remedial action or refuses to remedy or remove any cause for withholding such payments within sixtieth (60th) days after delivery of written notice to CONTRACTOR by CLIENT as specified in ARTICLE 7.9, CLIENT shall be entitled to cause the same to be remedied or removed on its own and may deduct the reasonable cost including the expenses thereby incurred by CLIENT from any amounts due or owing or which may become due or owing to CONTRACTOR under the CONTRACT provided always that this provision shall not affect any other remedy to which CLIENT may be entitled to for the recovery of such sums.
- 7.12 All payments to CONTRACTOR shall be made in United States Dollar (USD) and/or Vietnam Dong (VND) in accordance with the Ordinance on Foreign Exchange of Vietnamese Government and implementary guidelines or other prevailing Vietnamese laws, regulations if any.

In case that the currency of payment is made in Vietnam Dong, the transfer official exchange rate for VND and USD announced by the Joint Stock commercial Bank for Foreign Trade of Vietnam (Vietcombank) – Ho Chi Minh Branch at the time VAT Invoice issuance shall be applied.

- 7.13 Upon notification of any erroneous billings made by or payments made to CONTRACTOR by CLIENT, CONTRACTOR shall, within fourteen (14) days, make appropriate adjustments therein and reimburse to CLIENT any amount of overpayment still outstanding as reflected by said adjustments, notwithstanding the fact that a temporary withholding or a correction of discrepancy may have been effected previously. Notwithstanding the foregoing, CLIENT shall be entitled to deduct such amount from payment due to CONTRACTOR. Accordingly, CLIENT shall pay CONTRACTOR any amount of underpayment subject to verification thereof.
- 7.14 Payment made by CLIENT under this CONTRACT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced and shall not constitute an admission or waiver by CLIENT as to the performance by CONTRACTOR of its obligations hereunder and in no event shall any such payment affect the warranty obligations by CONTRACTOR. Any payments withheld shall be without prejudice to any other rights or remedies that maybe available to CLIENT.
- 7.15 All invoices, financial statements/settlements and billings by CONTRACTOR to CLIENT shall reflect properly the facts relating to all activities and transactions handled for CLIENT's account.
- 7.16 CONTRACTOR shall submit the final invoice not later than ninety (90) calendar days after WORK have been completed, failing which CLIENT may not make any payment for the invoices.
- 7.17 All payment to CONTRACTOR shall be made to:

Bank Name and Address :
 Beneficiary name :
 Account Number :
 Swift Code :
 Tax Code :

END OF ARTICLE

ARTICLE 8 - BANK GUARANTEE/ PERFORMANCE GUARANTEE

8.1 CONTRACTOR shall furnish to CLIENT an irrevocable first call and unconditional bank guarantee in the format set out in EXHIBIT VII – BANK GUARANTEE/ PERFORMANCE GUARANTEE FORMAT of this CONTRACT issued by a reputable bank and acceptable to CLIENT within thirty (30) days of the award of this CONTRACT to guarantee the due performance by the CONTRACTOR of its obligations under this CONTRACT. The bank guarantee shall be effective from the Effective Date and shall remain valid ninety (90) days after completion of CONTRACT or thirty (30) days after submission of the last invoice whichever comes later and/or any extension thereto, and its value shall be ten percent (10%) of CONTRACT value.

Such guarantee shall be binding notwithstanding such variation, alterations or extensions of time as may be made, given, conceded or agreed under this CONTRACT. The expense of preparing, completing and stamping such instrument shall be borne by CONTRACTOR.

8.2 Should the expiry date of the bank guarantee required to be furnished pursuant to ARTICLE 8.1 occur before the expiry period mentioned above, CONTRACTOR shall re-provide, at least fourteen (14) days before the expiry date a fresh guarantee in the form similar to and in the amount of those previously provided, except for a revised date of expiry which shall be not earlier than ninety (90) days after the end of the CONTRACT or thirty (30) days after submission of the last invoice whichever comes later and any extension thereof. Should CONTRACTOR fail to provide the fresh guarantee as required, CLIENT shall, without prejudice to all its other rights under the CONTRACT or in law, have the right at any time to invoke the bank guarantee referred to in ARTICLE 8.1 or otherwise have the right to withhold any payments due or becoming due after the date of such failure by CONTRACTOR.

8.3 If the bank guarantee, to be furnished pursuant to ARTICLE 8.1 and 8.2, is not duly furnished by CONTRACTOR to CLIENT within the above prescribed period, CLIENT may, at its option and without prejudice to any rights or claims it may have against CONTRACTOR by reason of CONTRACTOR's non-compliance with any of the provisions of this ARTICLE, withhold an amount equivalent to the payment due or becoming due to the CONTRACTOR under this CONTRACT until such time the bank guarantee is furnished by the CONTRACTOR, whereupon CLIENT will immediately release such sums withheld to CONTRACTOR, or terminate this CONTRACT by notice in writing to CONTRACTOR. In the case of termination, CLIENT shall thereupon not be liable for any claim or demand from CONTRACTOR under the provisions of this CONTRACT in respect of anything then already done or furnished, or in respect of any matters or thing whatsoever in connection with or relating to this CONTRACT, but CLIENT shall be entitled to be reimbursed by CONTRACTOR for all out-of-pocket expenses incurred by CLIENT in obtaining a new CONTRACTOR to perform the WORK.

8.4 CLIENT reserves the right to instruct CONTRACTOR to revise the bank guarantee amount to correspond to any increase in the CONTRACT value. Failure to revise the bank guarantee shall constitute a failure by CONTRACTOR to perform this CONTRACT entitling CLIENT to make an immediate call on the bank guarantee.

8.5 Notwithstanding the above, as a condition precedent to the award of this CONTRACT, CONTRACTOR shall, if requested by CLIENT, furnish CLIENT with a performance guarantee duly executed by the principal, associate or parent company of CONTRACTOR in the form as provided in EXHIBIT VII – BANK GUARANTEE/ PERFORMANCE GUARANTEE FORMAT hereof.

END OF ARTICLE

ARTICLE 9 - TAXES AND CUSTOM CHARGES

A. TAXES

- 9.1 "TAX" or "TAXES" shall include but not limited to all income, profit, withholding, franchise, excess profits, royalty, personal property taxes, employment taxes and contributions, other taxes imposed or that maybe imposed by law, regulations, which are imposed by or on behalf of the Vietnamese Tax Authorities or of any taxing authority and includes penalties, interest and fines in respect thereof.
- 9.2 (a) CONTRACTOR shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it by any relevant Tax Authorities in connection with CONTRACT. All TAXES levied on CONTRACTOR shall be for the account of CONTRACTOR and shall not be reimbursed by CLIENT.
- 9.2 (b) In the event CONTRACTOR is liable to pay for any TAXES imposed by any relevant Tax Authorities on its SUB-CONTRACTOR(s) pursuant to this CONTRACT, CONTRACTOR shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it. All TAXES levied on SUB-CONTRACTOR(s) shall be for the account of CONTRACTOR and shall not be reimbursed by CLIENT.
- 9.3 CONTRACTOR shall protect and indemnify CLIENT and hold CLIENT safe and harmless from any and all claims or liability for TAXES assessed or levied by the Vietnamese Tax Authorities, whichever is applicable against CONTRACTOR or its SUB-CONTRACTOR(s) or against CLIENT for or on account of any payment made to or earned by CONTRACTOR in connection with this CONTRACT.
- 9.4 CLIENT shall have the right to withhold TAXES from payment due to CONTRACTOR under this CONTRACT to the extent that such withholding may be required by the Vietnamese Tax Authorities; and payment by CLIENT to the Vietnamese Tax Authorities or relevant tax authorities of the amount of money so withheld will relieve CLIENT from any further obligation to CONTRACTOR with respect to the amount so withheld.
- 9.5(a) If CONTRACTOR is under the opinion that the payment due to CONTRACTOR should not be subject to withholding tax in Vietnam, CONTRACTOR shall submit to CLIENT a letter issued by Vietnamese Tax Authorities confirming that CONTRACTOR is a resident in Vietnam, failing which CLIENT shall consider CONTRACTOR a non-resident in Vietnam for tax purposes until such time that the required letter is submitted to CLIENT.
- 9.5(b) Where CONTRACTOR is claiming any tax benefits and/or exemption in relation to payment due to CONTRACTOR under this CONTRACT in accordance with Double Taxation Agreement, CONTRACTOR is required to provide its original certificate of residence issued by CONTRACTOR's Tax Authorities that has been legalised and Tax Exemption Notice specified in APPENDIX V-2 within fifteen (15) days from CONTRACT signing date, in the absence of which, CLIENT shall withhold TAXES from all payments due to CONTRACTOR under this CONTRACT. CLIENT shall not be responsible if CONTRACTOR not qualify to be entitled to any tax benefits and/or exemption according to Double Taxation Agreement.
- 9.6 Upon payment of any applicable TAXES to Tax Authorities, CLIENT shall provide CONTRACTOR with official receipts or other supporting documents in respect of such deduction or withholding.
- 9.7 CONTRACTOR shall indemnify CLIENT against all claims, demands and causes of action based on any actual TAXES for which they are liable or any actual or alleged failures by CONTRACTOR or its SUB-CONTRACTOR(s) to comply with applicable tax reporting, return, or other procedural requirement with respect to CONTRACT. This indemnity shall include without limitation all penalties, awards, and judgments; court and arbitration costs; attorneys' fees; and other reasonable expenses associated with such claims, demands, and causes of action.
- 9.8 CONTRACTOR shall give prompt notice to CLIENT of all matters pertaining to non-payment, payment under protest or claim for immunity or exemption from any TAXES.

- 9.9 In the event that CONTRACTOR is a foreign incorporated enterprise and by virtue of its activities related to the provision of services is considered to have a Permanent Establishment (PE) in Vietnam, CONTRACTOR shall be solely liable or responsible for the following:
- (a) Any liability for TAXES;
 - (b) Any and all other costs incurred by CONTRACTOR due to the creation of a permanent establishment; and
 - (c) Any tax and other filing obligation occasioned by the creation of the permanent establishment.
- 9.10 Where VAT is applicable to the supply of equipment, materials and/or goods by CONTRACTOR, CLIENT shall be responsible for and pay VAT when invoiced by CONTRACTOR for any taxable equipment, materials and/or goods, provided that CONTRACTOR shall provide CLIENT a copy of valid VAT license issued by the Vietnamese Tax Authorities confirming that CONTRACTOR is licensed under the relevant law as a tax payer providing taxable equipment, materials and/or goods.

B CUSTOMS CHARGES FOR SUPPLY OF MACHINERY, EQUIPMENT AND/OR MATERIALS

- 9.11 CUSTOMS CHARGES shall include but not limited to any import tax on machinery, equipment and/or materials imported into Vietnam, surtax, and any other statutory imposts levied, which are imposed by or on behalf of any Customs Authority but does not include any penalties, interests and fines levied due to negligence on the part of CONTRACTOR.
- 9.12 It is recognised that under ARTICLE 28 and ARTICLE 34 of the Petroleum Law of Vietnam No. 19/2000/QH10 of June 9, 2000, both CLIENT and CONTRACTOR are exempted from any import tax for activities related to petroleum operations under the Production Sharing Contract provided that the machinery, equipment and/or materials are necessary for the petroleum operations, except for the materials which are produced or made available domestically.
- 9.13 In the event CLIENT is liable to pay for any CUSTOMS CHARGES imposed by the relevant Customs Authority of Vietnam pursuant to this CONTRACT, CLIENT shall be responsible for and shall pay at its own expense when due and payable all CUSTOMS CHARGES assessed against it.
- 9.14 CONTRACTOR shall protect and indemnify CLIENT and hold CLIENT safe and harmless from any and all claims, demands and causes of action based on any actual CUSTOMS CHARGES for which CONTRACTOR is liable for any actual or alleged failures by CONTRACTOR or its SUB-CONTRACTOR(s) to comply with applicable reporting, return, or other procedural requirement with respect to their payment in connection with this CONTRACT. This indemnity shall include without limitation all penalties, awards, and judgments; court and arbitration costs; attorneys' fees; and other reasonable expenses associated with such claims, demands and causes of action.
- 9.15 During the performance of CONTRACT all machinery, equipment and/or materials listed in CLIENT's import/export exemption license that needs to be imported into Vietnam shall be made in the name of CLIENT.
- 9.16 CONTRACTOR shall be responsible for the preparation of all documents required by the Customs Authority of Vietnam, in connection with the import and export of machinery, equipment and/or materials, to and from Vietnam. CONTRACTOR is also required to provide assistance, information and documentation to CLIENT as and when required for any application to be made to the Customs Authority or any other relevant authorities for the purposes of this CONTRACT.
- 9.17 CONTRACTOR shall indemnify CLIENT from and against any claims, demands and causes of action brought by Customs Authority which may arise as a result of shortage or overages in inventory of such machinery, equipment and/or materials.

END OF ARTICLE

ARTICLE 10 - INSURANCE

10.1 CONTRACTOR shall at its own cost and expense carry and maintain in full force throughout the duration of this CONTRACT at least the following insurances with companies satisfactory to CLIENT. Nothing contained herein shall serve in any way to limit or waive CONTRACTOR's responsibility under this CONTRACT. The insurances to be carried by CONTRACTOR are as follows:

- (a) Workmen's Compensation and/or Employer's Liability Insurance or similar statutory social insurance as required by law at the Work Site(s) where the WORK will be performed and which may be applicable covering all CONTRACTOR's Personnel engaged in accomplishing the WORK.
- (b) Comprehensive General Third Party Liability Insurance covering all operations hereunder against bodily injury, death, loss of, or property damage for any one occurrence and unlimited as to the number of claims in the period of insurance. Such insurance shall include Contractual Liability coverage.
- (c) "All Risks" Property Damage and Transit Insurance covering CONTRACTOR's Equipment at all times during the duration of this CONTRACT including, but not limited to, losses occurring at the Work Site(s) and/or in transit to or from the Work Site(s) and/or between Work Site(s).
- (d) Any other insurance which may be relevant and/or necessary and/or as may be required by any law(s) to which the CONTRACTOR and/or SUB-CONTRACTOR(s) are subjected to or as instructed by CLIENT.

10.2 To the extent of indemnities given by CONTRACTOR herein, CONTRACTOR shall cause CLIENT and Co-Venturers, their parent companies, subsidiaries, Affiliates, consultants and their respective agents, officers and employees to be included as additional assured and to be covered by all insurances as stipulated in ARTICLE 10.1 with respect to operations conducted under this CONTRACT and shall cause the insurers thereof to waive all expressed or implied rights of subrogation against such Parties and their respective employees, servants and agents.

CONTRACTOR shall cause the insurers thereof and of any other policy of insurance carried by CONTRACTOR including insurance covering CONTRACTOR's Equipment and materials used in the performance of the WORK to waive all expressed or implied rights of subrogation against such Parties and their respective employees, servants and agents.

CONTRACTOR shall further cause the insurance policy as stipulated in ARTICLE 10.1 herein to contain a "Severability of Interests" (Cross Liability) Clause providing that in the event of one insured Party incurring liability to any of the other insured Parties, the insurance shall apply for the benefit of the Party against whom claim is or may be made in the same manner as if separate policies had been issued to each insured Party.

10.3 All deductibles, exceptions, and exclusions applicable to the foregoing insurances resulting from any act or omission of CONTRACTOR shall be for the account of and be paid by CONTRACTOR. Any breach of conditions and/or warranties contained in such policies of insurances shall also be for the account of CONTRACTOR.

10.4 CONTRACTOR shall fully indemnify CLIENT against loss or damage arising out of any failure to effect or maintain such insurances specified by this CONTRACT or out of any act or omission which invalidates the said insurances.

10.5 CONTRACTOR shall within fourteen (14) days of the award of this CONTRACT furnish to CLIENT certified copies of certificates of insurance provided for in ARTICLE 10.1 hereof including evidence of premiums payments thereof. No insurance shall be materially changed or cancelled while the WORK is in progress without prior written approval by CLIENT. Policies and/or extension certificates or documents shall be furnished to CLIENT.

If requested by CLIENT, CONTRACTOR shall permit CLIENT to examine copies of its and its SUB-CONTRACTOR(s) original insurance policies and current premium receipts.

- 10.6 The furnishing of certificates of insurances shall not be interpreted as implying endorsement by CLIENT or that CLIENT assumes responsibility for the accuracy and adequacy of such documents or that CONTRACTOR has complied with its other obligation contained in the CONTRACT.
- 10.7 Should CONTRACTOR at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be cancelled, CLIENT shall upon notification to CONTRACTOR have the right to procure such insurance and, in such event, any sum so paid by CLIENT shall immediately become due and payable to CLIENT by CONTRACTOR or CLIENT shall be entitled to deduct such sums from any moneys due or which may become due to CONTRACTOR in addition to any other remedies CLIENT may have under this CONTRACT.
- 10.8 CONTRACTOR shall notify CLIENT immediately upon receipt of any notice of claims, incidents, or demands or of any situation which may give rise to such claims or demands being made under the said policies. Written notice shall be given not later than two (2) days after the occurrence of any accident. However, for serious accidents (including but not limited to death or serious injuries) notice shall be given immediately and must be confirmed in writing.
- 10.9 CONTRACTOR shall ensure that its SUB-CONTRACTOR(s) maintain similar insurance coverage as specified herein and that its SUB-CONTRACTOR(s) similarly indemnify and hold CLIENT harmless against all costs, claims, and demands. Any deficiencies in the coverage or policy limits of SUB-CONTRACTOR(s)'s insurance shall be for the sole responsibility of CONTRACTOR.
- 10.10 The amounts of CONTRACTOR furnished insurance called for herein shall be the minimum and not the maximum limits of liability. CONTRACTOR may provide other insurance coverage or higher limits of coverage. CLIENT will bear no financial liability attributable to deficient insurance coverage by CONTRACTOR.
- 10.11 CONTRACTOR shall not commence the shipment of equipment and materials or commence WORK until all the insurances that CONTRACTOR is required to provide are in full force.

END OF ARTICLE

ARTICLE 11 - LIABILITIES AND INDEMNITIES

For the purposes of this ARTICLE, CLIENT GROUP shall mean PVEP, CLIENT, its Co-Venturers, its and their respective Affiliates, its and their respective directors, officers and employees of the aforesaid but shall not include any member of the CONTRACTOR GROUP;

and

CONTRACTOR GROUP shall for the purpose of this ARTICLE mean the CONTRACTOR, its SUB-CONTRACTOR(s), its and their Affiliates, its and their respective directors, officers and employees but shall not include any member of CLIENT GROUP.

11.1 Personnel of CONTRACTOR

CONTRACTOR shall be responsible for and shall protect, defend, indemnify and hold harmless CLIENT GROUP from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death or damage to or loss of property of any person employed by CONTRACTOR GROUP arising during and/or as a result of the performance of this CONTRACT.

11.2 Personnel of CLIENT

CLIENT shall be responsible for and shall protect, defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death or damage to or loss of property of any person employed by CLIENT GROUP arising during and/or as a result of the performance of this CONTRACT.

11.3 Third Party

CONTRACTOR shall be responsible for and shall protect, defend, indemnify and hold harmless CLIENT GROUP from and against any and all claims, liabilities, cost, damages and expenses of every kind and nature, with respect to injury, illness or death of, or damage to or loss of property of any third party, arising during and/or as a result of the performance of this CONTRACT without regard to whether any act or omission of CLIENT contributed to such injury, death or damage to or loss of property.

11.4 CLIENT's Equipment and Property

CONTRACTOR shall be liable for and shall indemnify and hold harmless CLIENT GROUP against any damage to or destruction or loss of property owned, rented or operated by CLIENT GROUP, arising during, and/ or as a result of the performance of this CONTRACT by CONTRACTOR GROUP, without regard to whether any act or omission of CLIENT contributed to the damage, destruction or loss. However, CONTRACTOR shall not be responsible for nor liable to indemnify and hold CLIENT GROUP harmless for any such property damage, destruction or loss caused by the gross negligence or wilful default of CLIENT.

11.5 CONTRACTOR's Equipment

11.5.1 Save as otherwise expressly provided in ARTICLE 11.5.2, CONTRACTOR shall assume the risk of, and shall be solely responsible for and in this regard shall indemnify, defend and hold CLIENT GROUP harmless against any claims arising out of all damage to and/or loss or destruction of CONTRACTOR GROUP's equipment and property, from any cause whatsoever, at all times during the duration of this CONTRACT. CONTRACTOR shall replace any lost or damaged CONTRACTOR GROUP's equipment at CONTRACTOR's sole cost in the most expeditious manner possible and at CONTRACTOR's sole expense.

11.5.2 Except as may be otherwise provided herein, CLIENT shall compensate CONTRACTOR for any CONTRACTOR's Equipment damaged to the extent that such loss or damage is not covered by CONTRACTOR's insurance or recoverable from other sources, and provided that such loss or damage is not due to:

- (a) the wilful act or omission of CONTRACTOR, or
- (b) CONTRACTOR's failure to follow good practices or to properly maintain and inspect equipment, or
- (c) any other negligence on the part of CONTRACTOR, its employees, agents, contractors or SUB-CONTRACTOR(s), or
- (d) failure or malfunction of CONTRACTOR's surface equipment, within CONTRACTOR's control, or
- (e) ordinary wear and tear.

CLIENT's obligation under this ARTICLE 11.5.2 for any such lost or damaged equipment shall be based on reimbursement of costs and shall not exceed the purchase price (excluding overhead cost) less accumulated depreciation (determined on the straight line method) to the agreed date of loss with respect to the lost or damaged equipment plus the cost to transport the replacement equipment to CLIENT's Supply Base; provided however, in no event shall this exceed the current replacement cost.

This CONTRACT shall be deemed to be amended effective on the date any equipment is assigned to the WORK to take into account any change in CONTRACTOR's investment for the purpose of establishing the value and depreciation of said equipment thereafter.

For equipment assigned to the WORK, CONTRACTOR must indicate on the pro forma invoice that is submitted to CLIENT at time of delivery of the equipment to the Supply Base the description, the serial number of the equipment, maintenance record, year of manufacture and/or year of purchase, with documental support.

CONTRACTOR must support its claim for reimbursement of any lost or damaged equipment pursuant to this ARTICLE with the purchase price, date of purchase, and estimated useful life of the lost or damaged equipment.

- 11.5.3 Rental on any item of CONTRACTOR's Equipment which is lost, damaged or destroyed shall cease for the period it is not available for the WORK.
- 11.6 CONTRACTOR shall notify CLIENT immediately of any damage, loss or destruction of property used in connection with the WORK and any injury or death of persons occurring in connection with the performance of the WORK and to furnish to CLIENT adequate written reports pertaining to it.
- 11.7 CONTRACTOR shall not be liable for, and CLIENT shall indemnify CONTRACTOR and hold it harmless against, claims for underground damage, damage to productive formation(s), or loss of oil or gas due to a blow-out or a fire therefrom or other loss of control of the hole, any of which results from CONTRACTOR's operations while performing services in the well bore unless they are caused by CONTRACTOR's wilful misconduct in which case CONTRACTOR shall indemnify and hold CLIENT GROUP harmless against any and all claims relating to the above.
- 11.8 Pursuant to ARTICLE 11.7 above, in the event the well blows out, catches fire and goes beyond control, CLIENT shall have the right to assume complete control and supervise all WORK required to regain full control of the well. In such event, CONTRACTOR shall make its personnel and services available to CLIENT at the well.
- 11.9 CONTRACTOR shall not be liable for and shall be indemnified from all civil liability for pollution resulting from a blow-out or uncontrolled oil flow arising out of the WORK performed; provided however, that if such pollution is the result of the negligent act or omission of CONTRACTOR, then in each such instance CONTRACTOR shall indemnify and hold harmless CLIENT from and against such liability resulting from pollution or for cost incurred or payments made by CLIENT to control or clean up the pollutant or to prevent the threat of pollution or as compensation for damage suffered by others.

- 11.10 CONTRACTOR shall protect, indemnify and hold CLIENT GROUP harmless from and against all liability for any pollution other than that covered in ARTICLE 11.9 arising out of the WORK performed hereunder and resulting from the negligent act or omission of CONTRACTOR GROUP and shall reimburse CLIENT for all control and/or cleanup costs, and/ or claims related to any such pollution. CONTRACTOR undertakes that equipment or rubbish in any form originating from the WORK will not be dumped overboard.
- 11.11 Except as otherwise provided in this ARTICLE, the indemnities given by the CONTRACTOR shall not be reduced by reasons of any negligence or omission of CLIENT's Representative in failing to supervise or control the CONTRACTOR's site operations or methods of working or to detect or prevent or remedy defective WORK or to ensure proper performance of any other obligations of the CONTRACTOR under this CONTRACT.
- 11.12 Except as expressly provided herein, CONTRACTOR shall be solely responsible for the costs of all loss or damage caused by the wilful misconduct, act, omission or negligence of CONTRACTOR GROUP.
- 11.13 CONTRACTOR shall notify CLIENT immediately of any incident, claims or litigation affecting the provisions of this ARTICLE.
- 11.14 Any exclusion or limitation of liability specified in this CONTRACT shall apply to claims in contract, tort or otherwise at law in respect of matters covered by such exclusion or limitation.

END OF ARTICLE

ARTICLE 12 - ACCEPTANCE

- 12.1 All WORK under this CONTRACT shall be performed in accordance with this CONTRACT to the satisfaction of the CLIENT's Representative(s).
- 12.2 Pursuant to this ARTICLE, CLIENT's Representative(s) shall, decide on all matters as to the performance and fulfilment of the CONTRACT and his decision thereon shall be final and conclusive.
- 12.3 Notwithstanding the above, acceptance of WORK or part thereof or approval of CONTRACTOR's activities for the WORK or partial payments made to the CONTRACTOR shall not relieve CONTRACTOR of any of its obligations and/or liabilities provided in this CONTRACT.

END OF ARTICLE

ARTICLE 13 - WARRANTY

- 13.1 CONTRACTOR warrants and guarantees that the WORK shall be performed in a professional manner in accordance with good and sound offshore engineering and industry practices and with the requirements and conditions of this CONTRACT.
- 13.2 CONTRACTOR warrants that the design, equipment and products supplied under this CONTRACT comply with the technical specifications, are free from defects in materials, free from defects in workmanship, be merchantable quality, fit and suitable for the purpose and use for which they are intended for a period of eighteen (18) months from the date of delivery of the equipment or twelve (12) months after the equipment have been successfully commissioned whichever occurs earlier.
- 13.3 Notwithstanding anything contrary under this CONTRACT, if the defects appear within the warranty period as described, CLIENT shall notify CONTRACTOR of the defects. At CLIENT's option, CLIENT may instruct CONTRACTOR to repair or replace or remedy the defective WORK at no charge to CLIENT. Alternatively, CLIENT may repair or replace or remedy the defective WORK and any/all expenses incurred by CLIENT for such repair or replacement or remedy work shall be reimbursed by CONTRACTOR.
- 13.4 The scope of CONTRACTOR's warranty shall cover all expenses incurred in the repair, replacement of all materials and equipment found to be defective, labour and all direct cost and remedy of the defective works.
- 13.5 CONTRACTOR shall obtain from its SUB-CONTRACTOR(s) for assignment to CLIENT the best possible warranties and guarantees with respect to materials and workmanship of third party installed by CONTRACTOR. In the event that CONTRACTOR obtains more favourable warranties from its SUB-CONTRACTOR(s) and suppliers than those in this ARTICLE, such warranties shall be assigned to CLIENT.
- 13.6 CLIENT's inspecting, testing, witnessing tests, paying invoices or issuing any final acceptance shall not relieve CONTRACTOR from its warranty obligations set forth in this ARTICLE.
- 13.7 If CONTRACTOR fails to do the WORK or part thereof, or make good the defect or deficiency as required by CLIENT within the specified period after delivery of written notice to CONTRACTOR by CLIENT, CLIENT shall be entitled to have the WORK or part thereof, or the defect or deficiency or part thereof, as the case may be, carried out by its own personnel or by other CONTRACTOR appointed by CLIENT. If the WORK or the part thereof or the defect or deficiency or part thereof had been rectified in which CONTRACTOR should have carried out at CONTRACTOR's own cost, CLIENT shall, in addition to its right to invoke any bank guarantee which may have been furnished by CONTRACTOR, be entitled to recover from CONTRACTOR the total cost to CLIENT thereof or may deduct the same from any moneys or payment due or which may become due to CONTRACTOR and if there are no or insufficient moneys available, CONTRACTOR shall reimburse CLIENT within thirty (30) days after invoicing for all such costs. In any events, CONTRACTOR shall guarantee the WORK in the same term provided in the foregoing ARTICLES.

END OF ARTICLE

ARTICLE 14 - CONTRACTOR'S OBLIGATION

- 14.1 CLIENT shall, without prejudice to its rights under ARTICLE 23 – PROVISION FOR TERMINATION OF CONTRACT have the right to monitor and review, from time to time, the CONTRACTOR's performance of the WORK under this CONTRACT and CONTRACTOR's compliance with its obligations hereunder.
- 14.2 CONTRACTOR shall perform the WORK in strict compliance with the provisions of this CONTRACT including all EXHIBITS attached hereto and shall comply with and adhere strictly to CLIENT's instructions and directions on any matter concerning the WORK. The foregoing shall not however be construed to exclude CONTRACTOR's duty to exercise diligence and to perform the WORK in accordance with the warranty set forth in ARTICLE 13 – WARRANTY hereof.
- 14.3 CONTRACTOR shall carry out all of its obligations under the CONTRACT and shall execute the WORK with all due care and diligence and with the skill to be expected of a reputable CONTRACTOR experienced in the types of work to be carried out under the CONTRACT.
- 14.4 CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all operations and methods necessary for the performance of the WORK and shall comply with the provisions of EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENTS.
- 14.5 CONTRACTOR shall furnish the equipment, materials, and supplies and the necessary personnel required to perform the WORK as specified in the EXHIBITS attached hereto.
- 14.6 CONTRACTOR shall commence the WORK as instructed by CLIENT.
- 14.7 CONTRACTOR shall observe all plans, programs, specifications, schedules, and instructions provided or made by CLIENT for carrying out the WORK.
- 14.8 During the progress of the WORK performed hereunder, CONTRACTOR shall ensure that CONTRACTOR's Personnel keep the designated area of the Work Site(s) clean and order at all times and shall dispose of trash and spoil as instructed by CLIENT.
- 14.9 **CONTRACTOR's Furnished Equipment, Materials and Supplies**
- 14.9.1 CONTRACTOR shall be at its own cost furnish, install, maintain in good working order, and repair and replace, where necessary throughout the duration of this CONTRACT, relevant and adequate equipment, materials and supplies for full and proper performance of the WORK, and shall carry all spare parts and supplies as required for maintenance and good working condition of CONTRACTOR's Equipment.
- 14.9.2 CONTRACTOR shall ensure that all materials, tools, equipment and other items used in the WORK, whether purchased, rented, or otherwise provided by CONTRACTOR, are properly packed and equipped with proper and acceptable slings and spreader bars, where required, and that the equipment are in a safe, sound and good condition and capable of performing the functions for which they are intended; and are properly stored and protected against all weather elements that may be detrimental to the eventual performance of the equipment if no such protection is provided.
- 14.9.3 For equipment assigned to the WORK, the CONTRACTOR must indicate on the pro forma invoice that is submitted to CLIENT, at time of delivery of the equipment to the Supply Base, the description, the serial number of the equipment, maintenance record, year of manufacture and/or year of purchase, with documental support.
- The pro forma Invoice must reach CLIENT at least one (1) day prior to the actual shipment. All items delivered must be accompanied by CONTRACTOR's delivery order and must be clearly tagged for material identification.
- 14.9.4 If any tool or other item of equipment is, in the judgement of CLIENT, unsafe or incapable of doing the functions for which it is intended, CONTRACTOR shall repair or replace the same with a safe and capable tool or item of equipment at CONTRACTOR's expense.

- 14.9.5 CLIENT shall have the right to inspect CONTRACTOR's Equipment at any time to observe their condition. If CLIENT notifies CONTRACTOR of any defects thereto, CONTRACTOR shall take immediate steps to rectify the said defects at its own cost. However, such inspection by CLIENT shall not imply any acceptance of the condition of the said CONTRACTOR's Equipment by CLIENT and CONTRACTOR shall not be relieved of its obligations under this CONTRACT by any such inspection.
- 14.9.6 CONTRACTOR shall keep and maintain up-to-date records of all CONTRACTOR's Equipment reflecting their conditions and quantity and shall make such records available to CLIENT whenever requested.
- 14.9.7 CONTRACTOR agrees to visually inspect all CLIENT's Equipment and materials furnished by CLIENT and shall report to CLIENT of any apparent defects therein. CONTRACTOR's use of such materials without so notifying CLIENT shall be deemed to be conclusive evidence that such materials are free from apparent defects. CLIENT's Equipment on board the Drilling Rig shall be maintained in good condition and repaired by CONTRACTOR utilising CONTRACTOR's Personnel provided CLIENT shall, at its costs, provide all spare parts and materials required to maintain or repair CLIENT's Equipment.
- 14.9.8 CLIENT shall have the right to release any part of or all of the CONTRACTOR's Equipment as specified in EXHIBIT I(A) – SCOPE OF WORK at any time at CLIENT's option upon giving CONTRACTOR advance notice, the said notice to be later confirmed in writing.

CONTRACTOR shall promptly prepare for demobilisation whatever portion of the CONTRACTOR's Equipment that is to be released and shall assist CLIENT in the loading and offloading of the said equipment. All payments to CONTRACTOR for such released equipment shall terminate on the dates the said equipment is delivered either to the Demobilisation Site specified in EXHIBIT I(A) – SCOPE OF WORK or to any other mutually agreed location, and is made available to CONTRACTOR.

CLIENT shall have the right and option to re-engage such released CONTRACTOR's Equipment as the same becomes available for the WORK under the terms and conditions herein and at the rates specified in EXHIBIT II – SCHEDULE OF RATES.

14.10 **CONTRACTOR's Personnel**

- 14.10.1 CONTRACTOR shall provide the necessary personnel as specified in EXHIBIT I(A) - SCOPE OF WORK, and shall make the personnel available at the Mustering Point for commencement of the WORK. CONTRACTOR shall thereafter ensure that such personnel are continuously available throughout the duration of the CONTRACT.

CONTRACTOR shall furnish at its sole expense any and all visas and work permits or other permits required for its personnel.

CONTRACTOR's Personnel directly involved in the WORK shall be subjected to call twenty-four (24) hours per day at the Work Site(s).

CONTRACTOR shall furnish additional personnel as CLIENT may request in writing from time to time.

- 14.10.2 All CONTRACTOR's Personnel directly involved in the performance of the WORK offshore shall have undergone the necessary basic safety training required by CLIENT's approved training centre, listed in EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENTS, and shall possess a valid CLIENT's Offshore Safety Passport. All related costs with respect to getting CLIENT's Offshore Safety Passport for CONTRACTOR's Personnel shall be at CONTRACTOR'S own expenses.

14.10.3 **Discipline**

In the performance of the WORK, CONTRACTOR shall maintain strict discipline and good order among its employees and CONTRACTOR'S and SUB-CONTRACTOR(s)'s employees and shall not permit any of them to engage in any activities that might, in CLIENT's opinion, be contrary or detrimental to the performance of the WORK or the interests of CLIENT.

14.10.4 Alcohol and Drug Use

- (a) CONTRACTOR is responsible to ensure that its employees, agents, and SUB-CONTRACTOR(s), its servants and its third party shall not use, be in possession or under the influence of any drug during the performance of the WORK, or cause any drugs to be carried into the Work Site(s).
- (b) CONTRACTOR shall also ensure that its employees, agents, SUB-CONTRACTOR(s), its servants and third party shall not use or be in possession of, distribute or engage in the sale of alcohol/alcoholic beverages at Work Site(s).
- (c) Any of the CONTRACTOR's Personnel, employees, agents, SUB-CONTRACTOR(s) and third party who is incapable of performing his work or duties due to the influence of alcohol, will be refused entry into or removed from the Work Site(s). CONTRACTOR shall replace such person immediately in accordance with the provision herein contained. Any cost incurred shall be for the CONTRACTOR's account.

14.10.5 Replacement of CONTRACTOR's Personnel

- (a) CONTRACTOR shall employ on the WORK only competent and skilled personnel. Subject to all other provisions of this ARTICLE, CONTRACTOR shall ensure that all such personnel continue in the functions and responsibilities to which they are initially assigned for as long as is necessary to achieve proper completion of the WORK. CONTRACTOR shall not change the personnel assigned to perform the WORK without prior approval from CLIENT in writing.

CONTRACTOR shall also take steps to ensure that in the event of a replacement, the replacement personnel shall be competent, skilled and familiar with the WORK. Such steps shall include the training of the "would be" new personnel to take-over the WORK at no additional cost to CLIENT and shall include an appropriate hand over period for the replacement personnel.

- (b) CLIENT shall be entitled to, without prejudice to any other rights or remedies available to CLIENT under this CONTRACT or otherwise in law, object and require CONTRACTOR to remove from the WORK and/or replace any of CONTRACTOR's Personnel who, in the opinion of CLIENT, is incompetent, misconduct himself, is negligent in the performance of his duties, and/or violates CLIENT's alcohol/drug policy stated in ARTICLE 14.10.4 above and in EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENTS, or is otherwise considered to be undesirable.

In such event, CONTRACTOR shall forthwith remove such person from the WORK and such person shall not be re-employed in the WORK without the written permission of CLIENT. CONTRACTOR shall immediately replace, at CONTRACTOR's sole expense, any discharged person with a suitably qualified and experienced person acceptable to CLIENT.

In the event CONTRACTOR is unable to comply with these obligations, CLIENT shall have the option to terminate this CONTRACT.

14.10.6 Language Requirement

CONTRACTOR shall ensure that the personnel provided pursuant to this CONTRACT are competent, efficient and have adequate command of the English Language.

14.10.7 Personnel Policies

CONTRACTOR shall not recruit CLIENT's Personnel or personnel of others performing WORK for CLIENT.

CONTRACTOR shall maintain good site housekeeping and shall furnish where applicable, to its personnel safety equipment including but not limited to safety helmets, safety shoes, safety harness and eye and ear protection, as specified in EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENTS.

CONTRACTOR shall be responsible for maintaining and enhancing the safety awareness of its personnel and SUB-CONTRACTOR(s)'s personnel including arranging safety meeting and emergency drills.

CONTRACTOR shall establish and have its own written policy, safety rules and regulations for its employees and the employees of any of its SUB-CONTRACTOR(s) and shall also acquaint CLIENT's Representative(s) with the same.

- 14.11 At all times, CONTRACTOR shall respond promptly and shall accurately furnish to CLIENT information about the WORK as requested.
- 14.12 In the execution of the WORK, no persons, other than the authorised employees or agents of the CONTRACTOR and the employees or agents of CLIENT, shall be allowed on the Work Site without the written consent of CLIENT.
- 14.13 Before commencing any hazardous work operations, CONTRACTOR shall inspect the Work Site(s) and equipment involved to ensure that the WORK will be performed under safe conditions acceptable to CLIENT. CONTRACTOR shall verify that "Work Permits" or "Certificates" are obtained prior to initiating any hazardous work.
- 14.14 CONTRACTOR shall at no cost to CLIENT be responsible for the medical welfare of its own and SUB-CONTRACTOR(s)'s employees and shall take care of periodical medical examinations, arrangements for medical attendance, treatment or hospitalisation if and when necessary and will arrange suitable insurance coverage for such contingencies. In cases of emergency, CLIENT may make or provide for, the necessary emergency arrangements, the costs of which shall be reimbursed to CLIENT by CONTRACTOR.
- 14.15 CONTRACTOR shall advise CLIENT immediately in writing of any labour dispute or anticipated labour dispute, which may be expected to affect the CONTRACTOR's performance of the WORK.
- 14.16 CONTRACTOR shall promptly review the information, data, drawings and specifications provided by CLIENT and shall immediately bring to the attention of CLIENT all things which in CONTRACTOR's opinion appear to be deficiencies, omissions, contradictions or ambiguous in such information, data, drawings or specifications.
- 14.17 In addition to all legal and specific requirements stated herein, CONTRACTOR and CONTRACTOR's agents, employees, representatives and SUB-CONTRACTOR(s) who are engaged in the performance on the WORK shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, fire protection and security regulations as set forth by CLIENT in its safety manuals, policies and special instructions.
- 14.18 CONTRACTOR shall ensure that all its employees, agents and SUB-CONTRACTOR(s) comply with CLIENT's rules, regulations, practices and requirements in the area of CLIENT's operations. This shall not relieve CONTRACTOR of its obligations as stipulated herein and in particular this ARTICLE.

END OF ARTICLE

ARTICLE 15 - CLIENT'S OBLIGATION

15.1 Access to Work Site(s)

CLIENT shall ensure that CONTRACTOR has rights of ingress and egress for its personnel and CONTRACTOR's Equipment to and from the Work Site(s), subject to the provisions of ARTICLE 9 - TAXES AND DUTIES and ARTICLE 14 - CONTRACTOR'S OBLIGATION. CLIENT shall promptly advise CONTRACTOR of any restrictions, conditions, or limitations in CLIENT's permits or authorisations.

15.2 Use of CONTRACTOR's Equipment

CLIENT shall not, without CONTRACTOR's specific consent, authorise any person other than CONTRACTOR's Personnel to operate CONTRACTOR's Equipment. However, if an emergency should arise, CLIENT may operate CONTRACTOR's Equipment and shall notify CONTRACTOR within twenty four (24) hours of such use. CLIENT shall pay CONTRACTOR the equipment rental rate, if applicable as specified in EXHIBIT II – SCHEDULE OF RATES.

15.3 Transportation of CONTRACTOR's Equipment (NOT APPLICABLE)

CLIENT shall furnish transportation for CONTRACTOR's Equipment from the Supply Base to the Work Site(s) and vice versa.

15.4 Work Schedule

~~CONTRACTOR and CLIENT shall agree upon a schedule for the regular change of working crews who are engaged in the WORK at the Work Site(s) and, except in circumstances of emergency or safety, CLIENT shall be obliged to transport CONTRACTOR's Personnel only in accordance with the schedule so agreed upon. CLIENT shall always have the right to change the schedule without prior notice for reasons of unavailability of transport and for emergency and safety considerations as determined solely by CLIENT.~~

~~The normal mode of transportation for CONTRACTOR's Personnel from Mustering Point to the Drilling Rig will be by helicopter if available. Otherwise supply vessel(s) will be used.~~

~~15.5 CLIENT shall provide reasonable accommodation, meals and laundry service for CONTRACTOR's Personnel within the limits of stated requirements as to numbers of personnel so engaged from time to time at the Work Site(s). CONTRACTOR's Personnel shall adhere to meal rosters as may be furnished by CLIENT, if any.~~

~~15.6 CLIENT shall provide first aid and medical attention as is available from time to time at the Work Site(s).~~

15.7 CLIENT may provide assistance to CONTRACTOR in securing necessary permits or data from Vietnamese Government Authorities and/or agencies when required by this CONTRACT. However, failure by CLIENT to obtain and provide such assistance shall not relieve the CONTRACTOR from the obligation to secure the same at its own costs.

15.8 The CONTRACT does not constitute or imply a commitment by CLIENT to request CONTRACTOR to perform the WORK. The performances of WORK are based on estimated requirement and the actual performance of WORK shall depend on the time of actual operational requirement. ~~The commitment for performance of WORK under this CONTRACT shall be made by CLIENT through the issuance of RELEASE ORDER to CONTRACTOR (Not applicable).~~

END OF ARTICLE

ARTICLE 16 - ACTIONS ON BEHALF OF CLIENT

- 16.1 CONTRACTOR shall take no action on behalf of CLIENT in the performance of the WORK, which would subject either Party to liability or penalty under any laws, rules, regulations, or decrees of any relevant authority.
- 16.2 CONTRACTOR shall have no authority to and shall not make any statements, representations or commitments of any kind or to take action which shall be binding upon CLIENT, except as provided for herein or otherwise authorised in writing by CLIENT.
- 16.3 CONTRACTOR is an independent CONTRACTOR and neither CONTRACTOR nor CONTRACTOR's respective employees are deemed to be agents or employees of CLIENT.
- 16.4 CONTRACTOR shall notify CLIENT promptly upon discovery of any instance where CONTRACTOR has not complied with the requirements of this ARTICLE.

END OF ARTICLE

ARTICLE 17 - CLIENT'S ADMINISTRATOR AND REPRESENTATIVE(S)

The following defined CLIENT's Administrator and Representative(s) shall be designated in EXHIBIT I(A) – SCOPE OF WORK. Notice of any change shall be given by CLIENT to CONTRACTOR in writing.

17.1 CLIENT's Administrator

CLIENT's Administrator is the person who shall be responsible for and is duly authorised to receive and act on behalf of CLIENT on all matters pursuant to the terms and conditions of this CONTRACT. CLIENT's Administrator shall have the authority to make the final decisions for CLIENT on all questions, controversies, or disputes involving the interpretation and implementation of this CONTRACT.

17.2 CLIENT's Representative(s)

CLIENT shall maintain a representative at the Work Site(s) authorised to represent CLIENT. The CLIENT's Representative(s) shall have the right to receive all information pertaining to records, reports, and any other information pursuant to the WORK and EXHIBITS attached hereto.

CLIENT's Representative(s) shall have the right to issue instructions with respect to the CONTRACT, reject or disapprove of any part of the WORK, which does not conform to this CONTRACT, and to decide on all matters or questions which may arise relating to the performance of the WORK and his decision shall be final and conclusive.

CLIENT's Representative(s) shall be entitled to inspect all WORK performed hereunder and to witness and to check all tests on CONTRACTOR's Equipment. Notwithstanding the above, the presence of and the inspection by CLIENT's Representative(s) shall not relieve CONTRACTOR from CONTRACTOR's obligations and duties and shall not prejudice CLIENT's rights under this CONTRACT.

CLIENT's Representative(s) shall consult with CONTRACTOR's Representative(s) in delivery or planning and co-ordinating the WORK, and all instruction(s) given by CLIENT's Representative(s) consistent with the provisions of this CONTRACT shall be deemed those of CLIENT and shall be complied with by CONTRACTOR.

END OF ARTICLE

ARTICLE 18 – CONTRACTOR’S ADMINISTRATOR AND REPRESENTATIVE(S)

The following defined CONTRACTOR’s Administrator and CONTRACTOR’s Representative(s) shall be designated in EXHIBIT I(A) – SCOPE OF WORK. Notice of any change shall be given by CONTRACTOR to CLIENT in writing.

18.1 CONTRACTOR’s Administrator

CONTRACTOR’s Administrator is the person who shall be responsible for and is duly authorised to represent CONTRACTOR at all times during the progress of the WORK and to receive and to act on any request made by CLIENT in the performance of the WORK pursuant to the terms of this CONTRACT.

CONTRACTOR’s Administrator shall have full authority concerning the performance of the WORK and shall have full authority to proceed with the WORK and every part thereof in conformity with this CONTRACT. CLIENT shall be entitled to rely on all decisions and positions of the CONTRACTOR’s Administrator as those of CONTRACTOR.

18.2 CONTRACTOR’s Representative(s)

CONTRACTOR’s Representative(s) is the person employed by CONTRACTOR who will have supervisory authority over the WORK and with whom CLIENT’s Representative(s) may plan and coordinate the performance of the WORK. Notice concerning operations, which are transmitted to CONTRACTOR through its designated CONTRACTOR’s Representative(s) will be deemed, for the purpose of this CONTRACT, to have been sufficiently given.

END OF ARTICLE

ARTICLE 19 - LIENS AND CLAIMS

- 19.1 CONTRACTOR shall indemnify and hold CLIENT harmless from and shall keep CONTRACTOR's Equipment, CLIENT's Equipment, wells, and the WORK free of all liens, claims, assessments, fines, and levies created, caused, or committed by CONTRACTOR or its SUB-CONTRACTOR(s) and all costs, damages, and expenses incidental thereto; including without limitation all court and arbitration costs, legal fees, and other reasonable expenses. CONTRACTOR shall notify CLIENT of such liens and/or claims.
- 19.2 CLIENT shall have the right to retain from any payment to be made under this CONTRACT an amount sufficient to offset such liens and/or claims which CONTRACTOR fails to discharge promptly until such lien and/ or claim is proven to be invalid or is satisfied, discharged, or settled.
- 19.3 Should there be any liens and/or claims after all payments hereunder have been made, CONTRACTOR agrees to refund to CLIENT upon demand all moneys that CLIENT may be compelled to pay to discharge any such liens and/or claims in consequence of CONTRACTOR's default including all costs and legal and professional fees.
- 19.4 At the completion of the WORK hereunder, or upon expiry or earlier termination of this CONTRACT, CONTRACTOR shall submit to CLIENT a 'CONTRACT CLOSURE LETTER' and 'CONTRACT CLOSURE CERTIFICATE' as per format in the EXHIBIT V – ADMINISTRATIVE PROCEDURES stating that all of CONTRACTOR's employees, SUB-CONTRACTOR(s) and suppliers have been paid in full for WORK done or for equipment, materials and supplies furnished to, and all debts, taxes, liens, privileges, claims, charges, and obligations arising out of the purchase or lease of equipment, materials, supplies, and labour for use in the WORK hereunder to the date of such statements in connection with the performance of the WORK have been fully and finally paid. In the event of any dispute, CONTRACTOR shall post a bond, or any other form of security acceptable to CLIENT, to secure or insure CLIENT against any such liens and/or claims.
- 19.5 Such affidavit shall ensure immunity to CLIENT from all liens and/or claims for which CLIENT might be or become liable. CONTRACTOR shall indemnify and hold CLIENT harmless from and against all claims, demands, damages, losses, costs, proceedings, charges, and expenses arising out of or incurred in connection with any claims or liens asserted by CONTRACTOR's SUB-CONTRACTOR(s), suppliers, or any other liens and claims arising out of the performance of this CONTRACT by CONTRACTOR.

END OF ARTICLE

ARTICLE 20 - SAFETY, HEALTH, FIRE, ENVIRONMENTAL PROTECTION AND SECURITY REGULATIONS

20.1 Laws and Regulations

CONTRACTOR shall comply with all laws, regulations, and requirements pertaining to safety, health, fire, environmental protection, and security regulations, which are applicable to the location where the WORK is being carried out.

CONTRACTOR shall ensure its personnel employed for the WORK comply at all times with the requirements as set forth by CLIENT in its Health, Safety and Environment (HSE) Manuals, Safety Manual, policies, procedures, any special instructions, and all requirements stipulated EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENTS of this CONTRACT.

CONTRACTOR shall ensure that all services, materials, and CONTRACTOR's items used in the performance of the WORK comply with the above laws, regulations, and requirements and otherwise meet generally accepted industry standards for occupational health, safety and environment.

20.1.1 In addition to all specific HSE requirements stated herein, CONTRACTOR shall comply with, abide by and enforce at its sole expense the following main HSE requirements, as outlined below:

- As part of the CONTRACT document, CONTRACTOR shall be responsible for identifying all the HSE hazards associated with the WORK. Additionally, CONTRACTOR shall demonstrate to CLIENT that, in addition to having a technical ability in carrying out the WORK, they have a demonstrated capability in managing the HSE risk attributed to the WORK.
- On award of the CONTRACT but prior to mobilisation and commencement of WORK, CONTRACTOR shall present, for CLIENT approval, the following:
 - HSE Management System (HSEMS) interface document, stipulating amongst others, the arrangement for HSE management between CLIENT and CONTRACTOR during the duration of the CONTRACT;
 - Project HSE Plan; and
 - Written Work Procedures/Instructions for all HSE-critical activities and tasks associated with the WORK.
- The written Work Procedures/Instruction shall, in addition to explicitly describing how the activities and tasks are to be carried out, incorporate all required HSE control and recovery measures that are necessary to avert any incidents that may arise from the execution of the HSE-critical activities and tasks.
- For the purpose of developing the written Work Procedures/Instruction for all HSE-critical activities and tasks and specifically for the purpose of identifying all foreseeable HSE control and recovery measures, a comprehensive HSE risk assessment shall be carried out.
- During mobilisation, CONTRACTOR shall communicate, at its sole expense, all salient requirements of the HSEMS interface document and HSE Plan to CONTRACTOR's agents, employees, and representatives who are engaged in the performance of the WORK.
- On completion of the WORK, CONTRACTOR shall within sixty (60) days deliver to CLIENT a satisfactory close-out report in a format and meeting such technical content as specified by CLIENT.

20.2 Safety Equipment

CONTRACTOR shall, where applicable, provide at its own expense adequate first aid, fire-fighting, life-saving, and other safety equipment of approved types and amount as may be specified in connection with this CONTRACT and shall maintain this equipment in a professional manner and, where appropriate, re-certify the said safety equipment as dictated by legal and industry standards.

CONTRACTOR shall keep up-to-date records of all said equipment, including equipment location plans.

CONTRACTOR shall ensure that all cargo and items of equipment located at Work Site(s) and at CONTRACTOR's onshore base are stored in a proper and safe manner and that CONTRACTOR's Equipment is in all respects fit and suitable to undertake any operations.

CONTRACTOR shall also, at its own expense, be responsible for providing its personnel with personal protective equipment as specified in EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENTS.

20.3 Safety Procedures and Manuals

CONTRACTOR shall have in place, prior to commencement of this CONTRACT, a written Safety Manual and Emergency Response Manual duly endorsed by CONTRACTOR's management and approved by CLIENT.

20.4 Certification of Personnel

CONTRACTOR shall ensure that all machineries, equipment, and tools are operated by competent personnel who are fully trained and certified to carry out the task. The said personnel shall be authorised in writing by CONTRACTOR's management or certified by a reputable training establishment acceptable to CLIENT as specified in EXHIBIT I(C) – CONTRACTOR'S PERSONNEL as being competent to perform the job.

20.5 Right to Stop WORK

CLIENT's Representative(s) shall have the right, but not the obligation, to prohibit the commencement of the WORK or to stop any part of the WORK in progress if the equipment, personnel, or work conditions are considered to be unsafe or not in compliance with CLIENT's rules and regulations.

20.6 Weather/Sea Condition

CONTRACTOR may suspend any part of the WORK under this CONTRACT at any time with CLIENT's prior approval because of dangerous weather or sea conditions or other reasons relating to safety. Similarly, if requested to do so by CLIENT in writing, CONTRACTOR shall immediately suspend all or a designated part of the WORK as may be requested by CLIENT because of dangerous weather or sea conditions or other reasons relating to safety. In this event, CONTRACTOR shall take all reasonable measures to protect the Work Site(s), CLIENT and CONTRACTOR's Equipment and their components.

20.7 In addition to all legal and specific requirements stated herein, CONTRACTOR and CONTRACTOR's agents, employees, representatives and SUB-CONTRACTOR(s) who are engaged in the performance of the WORK shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, drugs, and alcohol, fire protection, and security regulations as set forth by CLIENT in its safety manuals, policies and special instructions.

20.8 In addition to all legal and specific requirements stated herein and all Vietnamese legislative requirements, CONTRACTOR and CONTRACTOR's agents, employees, representatives and SUB-CONTRACTOR(s) who are engaged in the performance of the WORK shall comply with, abide by and enforce at its sole expense any rules, regulations, and standards on safety, fire protection, environmental protection and security regulations as set forth by CLIENT in its published safety manuals, policies and special instructions. Before commencing any WORK, CLIENT requires that CONTRACTOR inspect the Work Site(s) and the equipment involved to ensure that the WORK will be performed under safe conditions acceptance to CLIENT. These inspections must be evidenced by "Work Permits" issued by CLIENT prior to initiating any such WORK.

CLIENT's Representative(s) or his designated representatives shall have the right to prohibit commencement of WORK or stop any WORK in progress if the equipment, personnel or WORK conditions are considered to be unsafe or not to be in compliance with CLIENT's rules and regulations.

- 20.9 CONTRACTOR shall prohibit the consumption and/or possession of alcoholic beverages or dangerous drug at the Work Site(s).
- 20.10 CONTRACTOR shall prepare and execute an accident prevention programme to the approval of CLIENT. At monthly intervals and at such lesser periods as is determined by CLIENT, CONTRACTOR's and CLIENT's Representative(s) shall conduct safety inspections of the Work Site(s) and the CONTRACTOR shall promptly conform with all recommendations made pursuant to said inspections.
- 20.11 CONTRACTOR shall compile and maintain safety records, data pertaining to its WORK with CLIENT. These records shall be updated and submitted to CLIENT's Representative(s) as and when required. The safety records data shall be presented in the format as presented in EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENTS.
- 20.12 CONTRACTOR shall be wholly responsible for the safety and safe working practices of its employees, servants or agents, and all equipment, and shall be responsible for the training of its employees, servants or agents on safety and safe working practices. CONTRACTOR shall ensure that the personnel to be provided in the performance of the WORK are adequately trained in safety precautions and safe working practices before they are involved in the WORK and that they are competent to undertake their required duties in a safe and efficient manner. CONTRACTOR shall be responsible for maintaining and enhancing manner. CONTRACTOR shall be responsible for maintaining and enhancing the safety awareness among its personnel and SUB-CONTRACTOR(s)'s personnel, including arranging regular safety meetings and emergency drills, copies of minutes of CONTRACTOR safety meetings shall be submitted to CLIENT. CONTRACTOR shall submit to CLIENT monthly HSE Report or any report requested by CLIENT within five (5) days from the end of the month.
- 20.13 The employees, servants or agents of the CONTRACTOR when working offshore shall participate in periodic fire and boat drills, instructions in survival, life-saving and fire fighting.
- 20.14 All personnel assigned to Work Site(s) shall be provided with approved safety helmets, safety glasses, safety shoes and ear protections, by the CONTRACTOR. CONTRACTOR shall also provide to personnel assigned for special jobs with approved life lines, life jackets/life vests, breathing equipment, welding helmets, and all other protective equipment as necessitated by the scope of WORK and good industrial safety practices.
- 20.15 CLIENT shall have the right to withhold part and/or all the payment due or terminate the CONTRACT should the CONTRACTOR fail persistently to follow CLIENT's safety requirements.
- 20.16 CONTRACTOR shall allow CLIENT's Representative(s) and/or its designated third party's personnel access at any time to conduct audit on the CONTRACTOR's Personnel, records and any other matters related to the safety aspect of the WORK at the Work Site(s).
- 20.17 CONTRACTOR's Safety Officer

CONTRACTOR shall at CONTRACTOR's cost provide a Safety Officer who will be assigned at the Work Site(s), when required, during the performance of the WORK. CONTRACTOR's Safety Officer shall be a person who is familiar with the safety aspects mentioned hereinbefore, including the instructions, regulations and procedures provide by CLIENT.

END OF ARTICLE

ARTICLE 21 - DEFAULT OF CONTRACTOR

- 21.1 The occurrence of any of the following events shall be deemed a default by CONTRACTOR under this CONTRACT:
- (a) Any attempted transfer or assignment or sub-contract by CONTRACTOR of its right or duties under this CONTRACT without the prior written consent of CLIENT; or
 - (b) The making by CONTRACTOR of an assignment for the benefits of creditors, the filing by or against CONTRACTOR of a petition in bankruptcy or for corporate reorganisation, or the appointment of a receiver or trustee for CONTRACTOR or the properties of CONTRACTOR; or
 - (c) The failure of CONTRACTOR to satisfy within thirty (30) days of its entry any final judgement upon which execution is possible or the attachment of any general liens against the real or personal property of CONTRACTOR and the continued existence thereof for more than thirty (30) days; or
 - (d) The failure of CONTRACTOR, in the opinion of CLIENT, to comply with the CONTRACT or to perform the WORK or part thereof or to adhere to any of its duties and obligations; or
 - (e) The refusal or the inability or other failure of the CONTRACTOR to perform any part of the CONTRACT in a safe, efficient, professional, workmanlike, skilful, professional and careful manner in accordance with good industry practices or with the required promptness or diligence; or
 - (f) Non-fulfilment of its obligations relating to prevention of pollution and substantial pollution result therefrom; or
 - (g) The failure of CONTRACTOR to submit the monthly HSE Report or any reports requested by CLIENT within five (5) days from the end of the month.
- 21.2 CLIENT shall notify CONTRACTOR in writing of any default and require CONTRACTOR to immediately take appropriate correction action without however prejudicing any of CLIENT rights hereunder or in law or equity.
- 21.3 Notwithstanding the foregoing, in the event of default by CONTRACTOR, CLIENT shall, at CLIENT's sole discretion, enforce the bank guarantee and/or performance guarantee for completion of the WORK.

END OF ARTICLE

ARTICLE 22 - PROVISION FOR SUSPENSION OF WORK

- 22.1 At any time, CLIENT may elect at its sole option to suspend all or any part of the remaining WORK for any reason whatsoever and shall give notice to CONTRACTOR specifying the part of the WORK to be suspended and the effective date of suspension. CONTRACTOR shall cease performance of the said suspended part of the WORK on the effective date of suspension. CONTRACTOR shall continue to perform the unsuspended part of the WORK. CONTRACTOR shall be given sufficient time for orderly removal of personnel and items not required during suspension.
- 22.2 Neither CLIENT nor CONTRACTOR shall be liable to the other Party for loss of anticipated profits sustained on account of any suspension of the WORK or part thereof.
- 22.3 CLIENT may, at any time, authorise resumption of all or any part of the suspended WORK by giving notice to CONTRACTOR specifying the WORK to be resumed and the effective date of withdrawal of suspension. The WORK shall be resumed by CONTRACTOR immediately after receipt of such notice, where applicable.

END OF ARTICLE

ARTICLE 23 - PROVISION FOR TERMINATION OF CONTRACT

- 23.1 CLIENT shall have the right at its option to terminate this CONTRACT or any part thereof pursuant to the following provisions.
- 23.2 **Termination without Cause**
- (a) CLIENT may at any time, terminate without cause the CONTRACT by giving fourteen (14) day prior written notice to CONTRACTOR that CLIENT intends to terminate the CONTRACT, specifying the CONTRACT to be terminated, and the effective date of termination.
 - (b) Should CLIENT terminate this CONTRACT without cause, CONTRACTOR shall stop performance of all WORK on the effective date of termination.
 - (c) Upon receipt and verification of CONTRACTOR's invoice, CLIENT shall pay CONTRACTOR all amounts properly due for the work performed prior to the date of termination and all expenses resulting directly from the termination as approved by CLIENT.
- 23.3 **Termination for Cause**
- (a) Subject to provision provided under ARTICLE 21 - DEFAULT OF CONTRACTOR hereof, CLIENT shall have the right to terminate for cause the CONTRACT by giving a notice in writing, specifying the CONTRACT to be terminated, and the effective date of termination. In either event, CLIENT shall have available to it all rights and remedies proved in law or equity.
 - (b) On the date on which the termination for cause given pursuant to provision of ARTICLE 21 - DEFAULT OF CONTRACTOR becomes effective, CONTRACTOR shall stop performance of the CONTRACT. CLIENT shall, retain all amounts which are then due and payable to CONTRACTOR plus reimbursements due to CONTRACTOR for its reasonable and auditable costs incurred in the performance of the WORK to the extent such WORK are authorised in advance by CLIENT.
- 23.4 If CLIENT terminates any part of the CONTRACT in accordance with the ARTICLE herein CONTRACTOR shall execute and deliver to CLIENT the documents required by CLIENT with respect to said part of the CONTRACT.
- 23.5 If this CONTRACT or any portion of the WORK is suspended or terminated and if CLIENT so requests, CONTRACTOR shall immediately make every reasonable effort to cancel existing Sub-contract(s), purchase orders or other obligations entered into by CONTRACTOR with SUB-CONTRACTOR(s), suppliers or others for the performance of the WORK, upon terms satisfactory to CLIENT.
- 23.6 CLIENT may direct CONTRACTOR to execute and delivery to CLIENT all documents related to the CONTRACT as required by CLIENT and to take all steps necessary to full vest in CLIENT the rights and benefits of CONTRACTOR under existing Sub-contract(s) or other obligations with SUB-CONTRACTOR(s), suppliers and others. In addition, CONTRACTOR shall do whatever is necessary to preserve and protect the WORK already in progress, to protect materials, drawings, documents, equipment and supplies in transit or at the Work Site(s) and to minimise all costs to CLIENT and CONTRACTOR resulting from such suspension or termination.
- 23.7 Except as provided above, in the event of termination hereunder, the Parties shall each be released and discharged from any claims by one against the other in connection with the terminated WORK. Neither CLIENT nor CONTRACTOR shall be liable to the other for loss of anticipated profits sustained on account of such termination.
- 23.8 If in the performance of this CONTRACT, CONTRACTOR causes the CONTRACT to be terminated, or in the event of default by CONTRACTOR, CLIENT shall have the option to thereafter enforce the bank guarantee and/ or performance guarantee for completion of the WORK.

END OF ARTICLE

ARTICLE 24 – SUB-CONTRACT(S) AND ASSIGNMENT

- 24.1 CONTRACTOR shall not sub-contract the WORK or any part thereof without obtaining CLIENT's prior written approval. Sub-contract documents and selection of SUB-CONTRACTOR(s) related to the performance of the WORK require the written approval of CLIENT prior to award of each Sub-contract.
- 24.2 CONTRACTOR shall not assign the CONTRACT or any part thereof or any benefit or interest under the CONTRACT without obtaining CLIENT's prior written approval. Any purported assignment without the written approval of CLIENT shall be absolutely void against CLIENT and CLIENT shall in such event have no obligation whatsoever to the purported assignee.
- 24.3 Where approval has been obtained, CONTRACTOR shall ensure that all of CLIENT's rights under the CONTRACT, including audit, patent and other property rights indemnity and all the requirements in the CONTRACT, are incorporated in all CONTRACTOR's Sub-contract(s). CONTRACTOR shall submit to CLIENT all documents relating to the Sub-contract(s) and assignment.
- 24.4 CLIENT shall have the right to disapprove, for cause, which includes not having PETROVIETNAM's licence and/or unsatisfactory past performance on similar WORK, any SUB-CONTRACTOR(s), suppliers, vendor or source of supply selected by CONTRACTOR.
- 24.5 CONTRACTOR shall be fully responsible for any acts, defaults and omissions of any SUB-CONTRACTOR(s), and persons either directly or indirectly employed by SUB-CONTRACTOR(s) to the same extent as it is for the acts and omissions of persons directly or indirectly employed by CONTRACTOR. CONTRACTOR shall not bind or purport to bind CLIENT in the Sub-contract(s) in any manner.
- 24.6 CLIENT may assign the CONTRACT including all rights and obligations at any time to its Affiliates, Co-Venturers or any prospective Co-Venturers without approval by CONTRACTOR provided that CLIENT's notifies CONTRACTOR of such assignment.
- 24.7 CONTRACTOR shall within fourteen (14) days from the date of CLIENT's request provide a list of all SUB-CONTRACTOR(s) and suppliers utilised by CONTRACTOR in fulfilling its obligation under this CONTRACT.
- 24.8 Approvals granted pursuant to this ARTICLE shall not release or relieve CONTRACTOR of any of its obligations under the CONTRACT or create any contractual relationship between any SUB-CONTRACTOR(s) and CLIENT.

END OF ARTICLE

ARTICLE 25 - ACCESS AND AUDIT RIGHTS

- 25.1 CONTRACTOR shall maintain and shall cause its SUB-CONTRACTOR(s), subsidiaries, and Affiliates to maintain true and correct records of all charges and accounts including gifts and entertainment expenses in connection with the WORK and all transactions related thereto and shall retain all such records and accounts for a period of not less than thirty six (36) months after the expiry of the CONTRACT or any extensions or any termination thereof.
- 25.2 From the Effective Date of this CONTRACT and within the time period mentioned above, CLIENT shall have the right, during regular scheduled business hours, to inspect and audit the drawings, plans, instructions, procedures, controls, records, including gifts and entertainment records, and accounts of CONTRACTOR, its SUB-CONTRACTOR(s) and Affiliates in connection with the performance of this CONTRACT, and are in compliance to the CONTRACT's terms and conditions. CLIENT shall have the right to reproduce any such documents, which have been inspected.
- 25.3 CLIENT's claims for omissions, corrections, or errors in charges and credits for CLIENT's account and over-payments of amounts billed by CONTRACTOR and others noted above may be presented at any time during and after the CONTRACT period provided that such claims are made during the course of the CONTRACT and within thirty six (36) months after the expiry of the CONTRACT or any extensions or any termination thereof. CONTRACTOR shall make a written response to CLIENT concerning such claims within thirty (30) days of the date of such claims by CLIENT.
- 25.4 CONTRACTOR shall ensure that the provisions of this ARTICLE and ARTICLE 24 - SUB-CONTRACT(S) AND ASSIGNMENT are included in all Sub-contract(s) it may enter into with its SUB-CONTRACTOR(s) and Affiliates who will supply any of the labour, equipment, materials, or services to be provided under this CONTRACT.

END OF ARTICLE

ARTICLE 26 - PROCUREMENT OF EQUIPMENT, FACILITIES, MATERIALS, SUPPLIES AND SERVICES

- 26.1 In the procurement of facilities, goods, materials, supplies and services required for the WORK, CONTRACTOR shall, to the extent that it is economically and technically possible, utilise Vietnamese companies or companies registered in the Socialist Republic of Vietnam and shall use its best endeavours to employ suitable and qualified Vietnamese personnel in the WORK.
- 26.2 In pursuance of the provision of ARTICLE 26.1 CONTRACTOR shall, unless otherwise approved by CLIENT, comply with the following:
- (a) give priority to goods manufactured in Vietnam in the procurement of facilities, supplies and services required for the WORK;
 - (b) give priority to Vietnamese suppliers or manufacturers for facilities, supplies and services required for the WORK;
 - (c) give priority to services and research facilities, professional or otherwise, which are rendered by Vietnamese firms or companies or firms or companies incorporated or licenced in the Socialist Republic of Vietnam;
- on the understanding that it is technically and economically practicable to give such priority. In determining what is "technically and economically practicable", the following shall be considered:
- i) Conformity of the equipment, goods, materials, supplies and services to acceptable technical and safety standards;
 - ii) Availability of the equipment, goods, materials, supplies and services in required quantities and within the applicable periods;
 - iii) Acceptability of the terms and conditions of supply, including maintenance, servicing, availability of spare parts; and
 - iv) Competitiveness of prices and costs.
- 26.3 CONTRACTOR shall provide at CLIENT's request a list of all major SUB-CONTRACTOR(s) and suppliers utilised by CONTRACTOR in fulfilling its obligation under this CONTRACT, and a list of equipment, goods, materials, supplies and services required for operations under this CONTRACT purchased or procured outside the Socialist Republic of Vietnam.

END OF ARTICLE

ARTICLE 27 - CHANGES

- 27.1 Changes to the WORK and/or CONTRACTOR's Equipment may be required during the performance of WORK, or any extension of the CONTRACT, and should be handled expeditiously and effectively by the Parties hereto. Such changes may include, but are not limited to additions, deletions, substitutions, alterations, and modifications.
- 27.2 CLIENT shall have the right, at any time, to make any change but such change shall in no way affect the rights or obligations of the Parties hereto except as provided in a written CHANGE ORDER. All provisions of the CONTRACT shall apply to all changes.
- 27.3 Except as provided in ARTICLE 27.6 below, CONTRACTOR shall not proceed with any change prior to receipt of a CHANGE ORDER, unless authorised in writing by CLIENT's Administrator.
- 27.4 Should CLIENT desire a change to the WORK and/or CONTRACTOR's Equipment, it shall advise CONTRACTOR of said request. CONTRACTOR shall, upon request from CLIENT's Administrator, provide CLIENT within fourteen (14) days a CHANGE ORDER Proposal defining the terms and conditions of the CHANGE ORDER Proposal. The terms and conditions shall include, but not be limited to price, method of payment, earliest commencement date, and any other information deemed necessary.
- 27.5 When and if CLIENT approves the CHANGE ORDER Proposal, CLIENT will issue to CONTRACTOR a written CONTRACT AMENDMENT/CHANGE ORDER in duplicate originals in the form shown in EXHIBIT VIII – CHANGE PROPOSAL. CONTRACTOR shall sign both duplicate originals of the CONTRACT AMENDMENT/CHANGE ORDER to indicate its receipt, understanding and acceptance of it. After execution by CLIENT, one (1) duplicate original will be returned to CONTRACTOR.
- 27.6 In cases of extreme urgency for which CONTRACTOR is unable to submit a firm proposal prior to commencement of WORK on the necessary change, CLIENT may issue a "Preliminary CHANGE ORDER" to authorise CONTRACTOR to proceed with the change on the basis of an approximate written estimate prepared by CONTRACTOR. As soon as possible thereafter, CONTRACTOR shall submit a CHANGE ORDER Proposal giving a firm price for the change. If the firm price quoted in the CHANGE ORDER Proposal is more than that quoted in the "Preliminary CHANGE ORDER", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a CONTRACT AMENDMENT/CHANGE ORDER shall be issued as outlined in ARTICLE 27.5.

END OF ARTICLE

ARTICLE 28 - FORCE MAJEURE

- 28.1 Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation except for the obligation to make money payments due for WORK or the exercise of any right under this CONTRACT, then the failure or omission of CLIENT or CONTRACTOR to perform such obligation shall not be treated as failure or omission to comply with this CONTRACT.
- 28.2 Upon the occurrence of any Force Majeure event, the Party so affected in the discharge of its obligation shall promptly give written notice of such event to the other Party. The affected Party shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as may be possible. If such occurrence results in the suspension of all or part of the WORK for fourteen (14) days, the Parties shall meet and determine the appropriate measures to be taken.
- 28.3 The events falling within Force Majeure are acts of God or force of nature such as major 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, act of terrorism, strike (excluding strikes, lockouts or other industrial disputes or action solely amongst employees of CONTRACTOR or its SUB-CONTRACTOR(s), act or omission of sovereign or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage, accident, or similar events beyond the control of the Parties or either of them.
- However, Force Majeure shall not include occurrence as follows:
- (a) late delivery of materials caused by congestion at suppliers' plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; or
 - (b) late performance by CONTRACTOR and/or a SUB-CONTRACTOR(s) caused by unavailability of equipment, supervisors, or labour, inefficiencies or similar occurrence; or
 - (c) mechanical breakdown of any item of CONTRACTOR's or its SUB-CONTRACTOR(s)'s, equipment, plant, or machinery; or
 - (d) financial distress of CONTRACTOR or SUB-CONTRACTOR(s).
- 28.4 If the event of a Force Majeure occurrence and if in the opinion of CLIENT, CONTRACTOR's Equipment cannot be delivered to the Mobilisation Site on the delivery date or should any act of Force Majeure causes suspension of WORK hereunder for a continuous period of at least fourteen (14) days and continuation of this CONTRACT will adversely affect CLIENT's drilling program then CLIENT shall have the option either to terminate the CONTRACT, in which case neither Party shall have any further obligation or liability hereunder or specify a later delivery date in lieu of that specified in EXHIBIT I(A) – SCOPE OF WORK.
- 28.5 Any delay or failure in performance by either Party thereto shall not constitute default hereunder or give rise to any claims for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.
- 28.6 Save as expressly provided in this ARTICLE 28, no payment of whatever nature shall be made in respect of a Force Majeure occurrence.

END OF ARTICLE

ARTICLE 29 - CONFLICT OF INTEREST

- 29.1 CONTRACTOR shall exercise care and diligence to prevent any actions being taken or conditions from arising, which could result in a conflict with CLIENT's best interest. This obligation shall apply to the activities of the employees and agents of CONTRACTOR in their relations with CLIENT's employees and their families, and with suppliers, SUB-CONTRACTOR(s), and third parties, arising from the CONTRACT or related to the performance of the WORK.
- 29.2 CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees, officers or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations for the purpose of influencing individuals to commit acts contrary to CLIENT's best interest.

END OF ARTICLE

ARTICLE 30 - WAIVERS

- 30.1 The failure of CLIENT, at any time, or from time to time to enforce, or to require the strict adherence and performance of any of the terms and conditions of the CONTRACT, to exercise any option, right, or privilege hereunder, or to demand compliance as to any obligation or covenant, shall not constitute a waiver of any such terms and conditions and/or affect or impair such terms and conditions in any way, or the right, privilege, or option of CLIENT, or of the strict performance of CONTRACTOR thereof unless an express waiver is properly executed and evidenced in writing.
- 30.2 Waivers by CLIENT of any breach or non-observance by CONTRACTOR of any of the terms and conditions of this CONTRACT shall not constitute or be construed as a waiver of any succeeding breach or non-observance of the same or any other terms and conditions.

END OF ARTICLE

ARTICLE 31 - CONFIDENTIALITY

- 31.1 CONTRACTOR shall obtain written approval from CLIENT prior to making any publicity release, public statements or announcement regarding the CONTRACT and the performance of the WORK or CONTRACTOR's activities related to its participation in the WORK.
- 31.2 CONTRACTOR shall at all times hold confidential and shall not, without CLIENT's prior written approval, divulge to third parties or use in any way other than for accomplishing the WORK or for purposes other than that specified in the CONTRACT, any technical information or any processes, process data or calculations or any drawings or designs showing the equipment, devices and machinery by which the processing is to be performed or carried out, disclosed, directly or indirectly, to CONTRACTOR by CLIENT or its Affiliates in regard to the WORK or the results thereof.
- 31.3 Upon completion of the WORK or upon receipt by CONTRACTOR of CLIENT's notification of termination of the WORK or any part thereof as the case may be, CONTRACTOR shall return to CLIENT all documents, drawings, and data provided to CONTRACTOR by CLIENT.
- 31.4 CONTRACTOR shall ensure that the provisions of this ARTICLE are adhered to by its employees, its SUB-CONTRACTOR(s), and SUB-CONTRACTOR(s)'s employees and shall promptly notify CLIENT upon discovery of any instance where the requirements of this ARTICLE have not been complied with.
- 31.5 This ARTICLE shall continue in force notwithstanding the completion or earlier termination of this CONTRACT.
- 31.6 The provisions of this ARTICLE shall not apply:
- (a) insofar as any of the documents, drawings, and data referred to in the WORK are part of public knowledge or literature at the date of their receipt by the CONTRACTOR as from such date;
 - (b) insofar as any of the documents, drawings, and data referred to in the WORK become part of public knowledge or literature after the date of their receipt by the CONTRACTOR as from such subsequent date;
 - (c) insofar as any of the documents, drawings, and data are developed by the CONTRACTOR independently of the CONTRACT.
 - (d) insofar as any of the documents, drawings, and data lawfully becomes known or available to the CONTRACTOR from third party who are not under a similar agreement, directly or indirectly, with CLIENT hereto.
 - (e) where disclosure is required to be made in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the WORK or the CONTRACTOR, or of any relevant stock exchange.

END OF ARTICLE

ARTICLE 32 - ARBITRATION

- 32.1 Any dispute between the Parties as to the performance of this CONTRACT or the rights or liabilities of the Parties herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably, shall be settled by arbitration in accordance with the Vietnam International Arbitration Center (VIAC) rules before a panel of three (3) arbitrators. Each of the Parties hereto shall be entitled to appoint one (1) arbitrator and the third party or the chairman of the arbitration panel shall be appointed mutually by the Parties. In the event agreement upon the third arbitrator cannot be reached, the third arbitrator shall be appointed by the VIAC.
- 32.2 Such arbitration shall be held at Hanoi, Vietnam. The award of the arbitrators shall be final and binding upon the Parties. The costs of the arbitration shall be borne by the Party whose contention was not upheld by the arbitration tribunals, unless otherwise provided in the arbitration award.
- 32.3 Notwithstanding the foregoing, the Parties may agree that any particular matter of disputes can most expeditiously be settled by an Expert. In that event, the Parties shall jointly prepare and sign a statement on the issue to be determined by the Expert before agreeing upon the identity of the Expert. The Parties shall then agree upon the identity of the Expert to determine the issue described in the said statement and the decision of the Expert on that issue shall be final and binding on the Parties without further arbitration on that issue. If the Parties cannot agree upon the identity of the Expert within fourteen (14) days after the date the last Party signs the aforesaid statement of the issue, then the dispute shall be referred to arbitration as indicated above.

END OF ARTICLE

ARTICLE 33 - COMPLIANCE WITH LAW

- 33.1 CONTRACTOR and its SUB-CONTRACTOR(s) shall be subject to all applicable Laws in connection with the WORK. If CONTRACTOR or its SUB-CONTRACTOR(s) perform any part of the WORK in breach of the Laws, then CONTRACTOR shall bear any additional costs of the WORK resulting from said violation and correction thereof. For the purpose of this ARTICLE, "Laws" includes any laws (national, state, municipal, local, or others) and any requirements, ordinances, rules, or regulations of any relevant authority or agency (national, state, municipal, local, or other).
- 33.2 CONTRACTOR shall not enter into negotiations with any relevant authority or agency to develop acceptance to exemption, composition, variation, or revision to law in connection with this CONTRACT without CLIENT's prior written approval.
- 33.3 CONTRACTOR shall be responsible for and shall bear all the costs of obtaining all necessary licences, permits, and authorisations required by Laws that must be obtained in CONTRACTOR's name from the relevant governmental authorities for CONTRACTOR to do business in the country, or countries wherein any part of the WORK is performed, and shall give all required notices.
- 33.4 CONTRACTOR shall, at CONTRACTOR's cost, defend, indemnify, and hold CLIENT and its Affiliates harmless from all forms of penalty which may be imposed on CLIENT and its Affiliates by reason of any alleged or violation of Laws by CONTRACTOR or its SUB-CONTRACTOR(s) and also from all claims, suits, or proceedings that may be brought against CLIENT and/or its Affiliates arising under, growing out of, or by reason of the WORK with respect to such alleged or violation of Laws whether brought by employees of CONTRACTOR or its SUB-CONTRACTOR(s) or by third parties or by any relevant authority.
- 33.5 CONTRACTOR's obligations under this ARTICLE shall include, without limitation, obtaining all necessary or appropriate import and export licences and customs clearances for materials, tools, vessel, parts and spares, and equipment for the WORK and providing all documentation in support of such licences and clearance.

END OF ARTICLE

ARTICLE 34 - GOVERNING LAW AND LANGUAGE

- 34.1 The validity and interpretation of this CONTRACT and the legal relations of the Parties to it shall be governed by the substantive laws of Vietnam.
- 34.2 All documents produced by CONTRACTOR in the performance of this 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 organisations, except that all Sub-contract(s) and all written communications pertaining to them shall be in English.

END OF ARTICLE

ARTICLE 35 - PATENTS AND OTHER PROPRIETARY RIGHTS

- 35.1 CONTRACTOR shall indemnify and hold CLIENT and its Affiliates harmless against all losses, claims, demands, proceedings, costs, damages, charges, and expenses that may arise by reason of any alleged or actual infringement of any patent, design, or copyright and/or trademark or violation of process or other protected rights of any person or entity arising out of CONTRACTOR performing its obligations in the CONTRACT, or by reason of the manner in which the same is performed, or through the use by CONTRACTOR or any patented article or device.
- 35.2 The indemnities set forth in this ARTICLE shall include without limitation all penalties, awards, and judgements; all court and arbitration costs; attorney's fees; and other reasonable expenses associated with such claims, demands, and causes of action. CONTRACTOR shall promptly notify CLIENT of any accusations of patent infringement by any third party. A Party covered by such indemnities and accused of patent infringement by third party shall promptly notify the indemnifying Party and shall have the right at its own expense to participate in its own defence with attorneys its own selection.
- 35.3 CONTRACTOR shall disclose promptly to CLIENT all inventions, discoveries, and improvements (whether patentable or not) conceived or made by CONTRACTOR's Personnel, either alone or jointly with others, and which are based on the technical information provided to CONTRACTOR by CLIENT in the course of the WORK. CONTRACTOR shall assign and require its personnel to assign to CLIENT, or to its designer, each such invention, discovery, and improvement. CONTRACTOR shall also require its employees to execute such papers as CLIENT requests in connection with the assignment or prosecution of patents or patents applications covering each such invention, discovery, or improvement in all countries specified by CLIENT and to render reasonable assistance to CLIENT in connection with protecting CLIENT's right to such invention, discovery, or improvement.
- 35.4 CONTRACTOR agrees to reimburse CLIENT for any royalties, licensing fees or other similar payments that CLIENT shall be obligated to pay by virtue of the use by CONTRACTOR of any such protected rights unless such costs have been specifically agreed in writing to be borne by CLIENT. CONTRACTOR shall obtain a patent indemnity, if obtainable, for any items manufactured or supplied by others for the benefits of CLIENT.
- 35.5 CONTRACTOR hereby grants to CLIENT and its successors an irrevocable, royalty-free, world-wide, transferable, non-exclusive licence under all patent and know-how rights now or hereafter owned or controlled by CONTRACTOR to make, use, sell, operate, maintain, repair, reconstruct, alter or modify the WORK in whole or in part.
- 35.6 CONTRACTOR shall ensure that any Sub-contract(s) between CONTRACTOR and its SUB-CONTRACTOR(s) or suppliers contain a provision similar to this ARTICLE.

END OF ARTICLE

ARTICLE 36 - 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 authorised signatories of CLIENT and CONTRACTOR.

END OF ARTICLE

ARTICLE 37 - 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 and/or perform similar or identical WORK. CONTRACTOR shall afford such other contractors adequate opportunity to carry out their contracts and shall accomplish the WORK in co-operation with those contractors and with CLIENT.

END OF ARTICLE

ARTICLE 38 - INDEPENDENT CONTRACTOR

- 38.1 CONTRACTOR is an independent CONTRACTOR and neither CONTRACTOR nor its employees, nor CONTRACTOR's SUB-CONTRACTOR(s) or their employees, are agents or employees of CLIENT. The entire performance, operation, management, and control of CONTRACTOR's Equipment shall be under the exclusive control and command of CONTRACTOR. CONTRACTOR's primary purpose shall be to perform all acts necessary to execute the WORK consistent with safety and good oilfield practice.
- 38.2 It shall be the sole exclusive duty of CONTRACTOR to determine at all times whether the WORK can be safely continued or undertaken. It shall be CONTRACTOR's duty to inspect and ensure that all cargo and items of equipment located at the Work Site(s) and at CONTRACTOR's onshore base are stored in a proper and safe manner and in all respects fit and suitable to undertake any contemplated operation under the then existing conditions.
- 38.3 The presence of, and the inspection and supervision by, CLIENT's Representative(s) at the Work Site(s) shall not relieve CONTRACTOR from CONTRACTOR's obligations and responsibilities.

END OF ARTICLE

ARTICLE 39 - SURVIVAL OF OBLIGATIONS

Notwithstanding anything to the contrary written in this CONTRACT, the liabilities, indemnity and obligations of CLIENT and CONTRACTOR under this CONTRACT arising prior to the termination or completion of this CONTRACT shall survive any termination, repudiation, cancellations or completion of this CONTRACT.

END OF ARTICLE

ARTICLE 40 - LIMITATION OF LIABILITY

Neither Party shall be responsible to the other for any indirect or remote losses of any kind including but not limited to loss of revenue or anticipated profits, loss of production, loss of business opportunity or business interruption, regardless of cause and even if caused by negligence or breach of CONTRACT resulting from the carrying out of the operations or the exercise of rights by the Parties under this CONTRACT.

END OF ARTICLE

ARTICLE 41 - PETROVIETNAM'S APPROVAL

This CONTRACT shall be subject to and conditional upon the approval of same by PETROVIETNAM and if not so approved then neither Party hereto shall have any rights or obligations arising out of or related to this CONTRACT.

END OF ARTICLE

ARTICLE 42 - NOTICES

- 42.1 All notices required herein shall be in writing and made to either Party and shall be deemed to have been properly given or made to the Party it is addressed to if the notices are sent to the respective Party at the address as indicated below:

CLIENT

19th FLOOR, VICTORY TOWER, 12 TAN TRAO STREET, TAN MY WARD,
HO CHI MINH CITY, S.R. VIETNAM

ATTN : Mr. _____
Director, PVEP-KHANH MY
TEL : +84 28 3638 0789
FAX : +84 28 3963 6633
C.c. : Mr. _____
Project Development Management (DEV)
C.c. : Mr. _____
Planning & Procurement Management (PPM)

CONTRACTOR

NAME : _____
ADDRESS : _____
ATTN : _____
TEL : _____
FAX : _____

- 42.2 The date of any notice shall be either the date it is first delivered received at the office of the addresser, or the date it is first received by the addressee, whichever is earlier.

Written notice or instruction shall be deemed to have been received:

If delivered by hand - At time of delivery to either Party

If sent by fax - At time of transmission

If sent by registered mail - At time of receipt or recorded delivery

- 42.3 If the time of such deemed receipt of notice is not during customary hours of business, notice shall be deemed to have been received at 10:00 A.M. on the first customary day of business thereafter.

- 42.4 Either Party may change the person or address to which notice shall be sent by giving the other Party written notice of such change.

END OF ARTICLE

ARTICLE 43 - TITLE

- 43.1 All materials, raw data, field logs, documents drawings and calculations covered by this CONTRACT in respect of the WORK and each part thereof, and everything intended for incorporation therein, shall, as soon as they are delivered or appropriated to the WORK be sole and unencumbered property of CLIENT.
- 43.2 The CLIENT's Representative(s) shall be entitled at all reasonable times to inspect the said raw data, field logs, documents, drawings, calculations and materials or parts thereof at all areas where the WORK is being or has been performed to ensure that this ARTICLE has been observed and, if it has not been observed, to clearly mark or identify the equipment and materials at CONTRACTOR's cost.
- 43.3 CONTRACTOR hereby waives any liens or claims, which it might have at any time on or against any material raw data, field logs and documents, drawings and calculations, which is to be incorporated into the WORK.

END OF ARTICLE

ARTICLE 44 - SEVERABILITY

In the event that a determination, binding upon CLIENT and CONTRACTOR, is made that one or more provisions of the CONTRACT are void, unenforceable or unlawful, all other provisions of the CONTRACT shall continue in force to the extent not affected thereby provided that as a result of such determination, either the rights and obligations of CLIENT and CONTRACTOR hereunder are not materially adversely affected or CLIENT and CONTRACTOR agree to maintain this CONTRACT in force together with such amendments as they deemed advisable.

END OF ARTICLE

ARTICLE 45 – LIQUIDATED DAMAGES

- 45.1 Time is of the essence for the CONTRACT. CONTRACTOR agrees to effect performance of WORK by the stipulated date with due diligence. If for any reason, WORK is delayed, CONTRACTOR is to notify CLIENT immediately in writing, giving reason(s) for such delays.
- 45.2 In case of late delivery of the WORK or any part thereof, CLIENT shall impose damages of one percent (1%) of the total CONTRACT value per week or part thereof up to a maximum of eight percent (8%) of the total CONTRACT value. Notwithstanding the foregoing, in the event of late performance of WORK by CONTRACTOR, CLIENT shall, at CLIENT's sole discretion, have other contractor(s) perform the WORK. CLIENT shall be entitled to recover from CONTRACTOR the total cost to CLIENT thereof; or to be reimbursed by CONTRACTOR for actual documented cost, incurred by CLIENT, from any services on standby due to CONTRACTOR's late performance of WORK.
- 45.3 CLIENT may thereon terminate CONTRACT once the liquidated damages have been exhausted and CONTRACTOR shall immediately secure WORK SITE(s) and/or equipment pursuant to ARTICLE 23 – PROVISION OF TERMINATION OF CONTRACT.
- 45.4 CONTRACTOR agrees that this right of claim does not prejudice or bar CLIENT's right to claim damages for other breaches.

END OF ARTICLE

SIGNATORIES

IN WITNESS WHEREOF, the Parties have caused this CONTRACT to be executed in duplicate 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

Name :
Designation : Director

Name :
Designation :

EXHIBIT I
SCOPE OF WORK

EXHIBIT I

SCOPE OF WORK

PROVISION OF 3D SEISMIC DATA RE-PROCESSING FOR BLOCK 46/13, OFFSHORE VIETNAM

TENDER NO.: PVEP-KM/2026/005

1. INTRODUCTION

Block 46/13 covers an area of approximately 672 km² and is located on the northeastern margin of the Malay - Tho Chu basin, about 205 km southwest of Ca Mau cape. The block hosts several significant gas accumulations, notably within the Khanh My, Dam Doi and Phu Tan fields.

A 3D seismic survey (VF97) covering approximately 470 km² of full-fold data was acquired in 1997 and subsequently processed in 2004 using legacy processing technology. As a result, the existing seismic data exhibits limited bandwidth resolution, particularly in the identification of thin reservoir intervals. In addition, seismic attributes extracted from deeper targets remain highly uncertain, which restricts reliable reservoir characterization and increases exploration and development risk. This limitation justifies the need for advanced seismic reprocessing using high-resolution high accuracy modeling and modern imaging technologies (Figure 01).

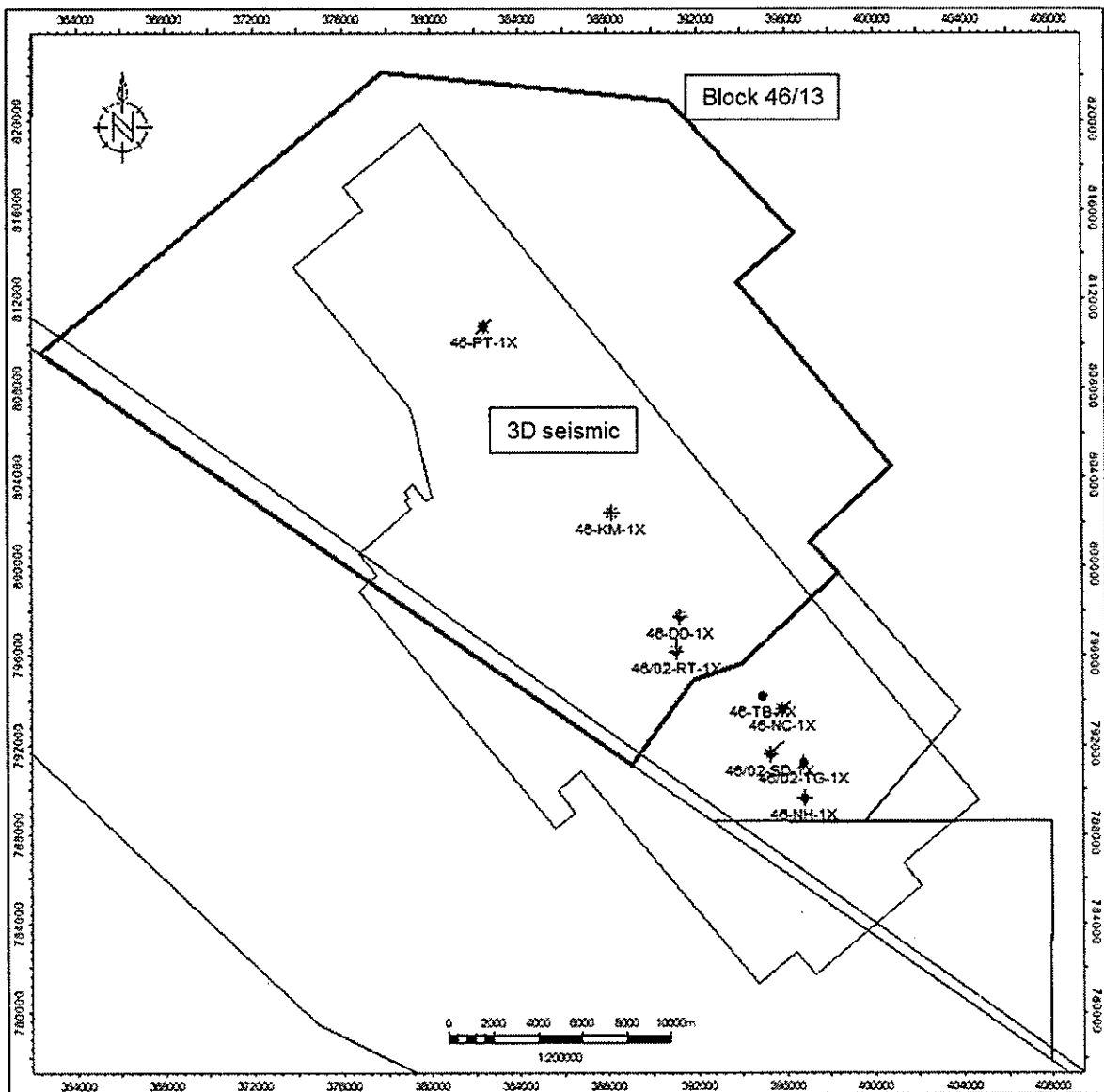


Figure 01: Location map

2. LIMITATION

The main technical limitations identified in the current VF97 3D seismic dataset include:

- **Insufficient bandwidth and vertical resolution**, limiting the detection and delineation of thin-bedded reservoir intervals.
- **Simplified and outdated velocity models**, resulting in depth positioning errors and reduced structural reliability, particularly in faulty zones.
- **Fault shadow effects**, where complex fault geometries and lateral velocity contrasts cause distorted wave propagation, poor illumination, and amplitude degradation beneath and adjacent to major faults. These effects obscure fault-related traps, mask reservoir continuity, and reduce confidence in fault interpretation.
- **Poor subsurface illumination at deeper levels**, especially beneath faulted and structurally complex areas, leading to blurred imaging and uncertain reflector continuity.
- **High uncertainty in seismic attributes**, particularly in deeper reservoirs and faulted zones, limiting their applicability for quantitative interpretation, inversion, and AVO analysis.
- **Limited suitability for modern interpretation workflows**, including high-resolution structural mapping, attribute-driven reservoir characterization, and integrated depth-domain studies.

Collectively, these limitations significantly increase exploration, appraisal, and development risks, particularly in areas where fault-controlled trapping and thin reservoir units are expected. These limitations form the technical basis for the proposed advanced seismic reprocessing strategy described in the following sections.

3. OBJECTIVES

The primary objective of the 3D seismic data processing project is to apply state-of-the-art industry technologies, including the latest Least-Squares Q-compensated Anisotropic Kirchhoff Prestack Depth Imaging (LSQ Q-AKPSDM) in order to achieve the following objectives:

3.1. Improve seismic data quality and signal fidelity

- Enhance the signal-to-noise ratio through advanced noise attenuation and artifact suppression.
- Apply broadband processing to extend the effective frequency bandwidth.
- Suppress multiples using advanced demultiple techniques, including:
 - 3D Shallow Water Demultiple (SWD and MWD)
 - 3D Surface-Related Multiple Elimination (SRME)
 - Interbed Multiple Elimination
 - Diffracted Multiple Attenuation and other advanced demultiple techniques as appropriate.

3.2. Improve velocity model accuracy and depth positioning

- Build a high-resolution, highly accurate and geologically consistent TTI anisotropic velocity through the integrated application of:
 - Diving Wave Tomography
 - Full Waveform Inversion (FWI) utilizing both diving waves and reflection waves, with correction of elastic properties.
 - High-density ray-tracing reflection tomography update
- Integrate well information, including check-shot surveys, sonic logs, and well markers, to constrain the velocity model and improve the estimation of anisotropic parameters.
- Incorporate Q tomography modeling to support Q-compensated depth imaging, thereby improving amplitude fidelity, phase stability, and depth positioning accuracy.

3.3. Enhance fault imaging and subsurface illumination

- Improve imaging of fault systems and structurally complex areas, including zones affected by fault shadow effects, through:
 - 4D/5D interpolation to improve spatial sampling
 - High-resolution processing with 6.25m x 6.25m input/output bin size

- Least Squares Q Migration algorithms to enhance illumination and suppress migration artifacts.

- Improve amplitude fidelity and recover attenuated signals for reservoirs below 2000ms TWT.

4. DATABASE

The database provided for reprocessing is stored at the Petroleum Data Center (PAC). The cost of data duplication shall be included in the reprocessing contract price.

4.1. Seismic Data

The VF97 3D seismic dataset, covering an area of 470 sq.km, was acquired by TSJOC in 1997, and subsequently reprocessed in 2004. The survey provides full-fold coverage over the study area and constitutes the primary seismic input for the reprocessing project.

No	Item	V97-3D
1	Full fold volume	470km ²
2	Cable length	2800m
3	Number cables	4
4	Cable separation	100m
5	Group interval	12.5
6	No. of group	224
7	Number source	2
8	Source separation	50m
9	Shot interval	37.5m flip/flop
11	Natural bin size	12.5m x 25.0m
12	Fold	37
13	Sample rate	2ms
14	Record length	5,000ms
16	Format	SEG-D

Table 1: Acquisition parameters

4.2. Well data

No	Well	RHOB	DT	VSP/Checkshots
1	PT-1X	x	x	x
2	KM-1X	x	x	x
3	DD-1X	x	x	x
4	NC-1X	x	x	x
5	NH-1X	x	x	x
6	TL-1X	x	x	x
7	SD-1X	x	x	x
8	RT-1X	x	x	x

Table 2: Well data summary

4.3. Data Available

The following datasets will be made available to support the seismic reprocessing project:

- Raw seismic field data from:

- Field tape (3590/3592 SEG D)
- Hard drive (SEG D format)
- Navigation data and Observer's log
- Previous seismic processing report(s)
- Well data including logs and check-shot/VSP surveys
- Interpreted horizon data, comprising seven (07) horizons:
 - Seabed (WB)
 - F-strat
 - H-strat
 - I-strat
 - J-strat
 - K-strat
 - BTU

5. PROCESSING SEQUENCE

In addition to the basic processing sequence outlined below, the BIDDER may recommend **advanced technologies and alternative processing workflows** to best achieve the primary objectives of this project. Any proposed new methods or processing parameters shall be supported by **technical justification and documented evidence**, demonstrating their effectiveness in improving seismic data quality, imaging, and interpretability.

5.1. Pre-processing:

- Trace edit
- Low-cut filter
- Spherical divergence correction
- De-spiking & Swell noise attenuation
- 3D joint Deghosting, De-bubble and Designature
- Seismic interference noise
- Direct arrival and Linear noise attenuation
- Receiver motion correction
- Tidal static correction, S&R correction to MSL
- 3D Shallow Water Demultiple (3D SWD/ 3D SWME)
- 3D Surface Related Multiple Attenuation (3D SRMA/ 3D SRME)
- 3D Interbed Multiple Elimination (IME)
- Diffracted Multiple Attenuation (DMA), If necessary
- Tau-P deconvolution
- Shot / Chan Scaling
- Residual noise attenuation
- Survey matching (in terms of time shift, amplitude, frequency and phase)
- 4D/5D interpolation and Regularization to 6.25m x 6.25m bin size
- First-pass Velocity Analysis at 0.5km x 0.5km
- Hi-Resolution Radon Demultiple
- Footprint removal
- Pre-migration conditioning
- Diffraction wavefield separation
- Output CMP gathers

5.2. Anisotropic Velocity Modeling

TTI Anisotropic Velocity Model building, with each depth zone updated through multiple iterations (up to five) of high-density ray tracing tomography.

- Initial velocity model building incorporating water layer:
 - Inserted water velocity
 - Diving Wave Tomography to resolve velocity features of shallow section
 - Layer-based models will be built using WB, F-strat, H-strat, I-strat, J-strat, K-strat and BTU as boundary horizons
 - 1D model update from WB to BTU (Base tertiary unconformity)
- Anisotropy Implementation: VTI {Delta (δ), Epsilon (ϵ)}
- **Update #1: VTI FWI – Band 01**
- Anisotropy Update: TTI {Delta (δ), Epsilon (ϵ), Dip (θ) and Azimuth (ϕ)}
- **Update #2: TTI Tomography – 01** (3 TTI iterations, Vtilt and Epsilon model updated simultaneously in layer-based models)
- Vs Implementation: Shear velocity model estimation from well logs information
- **Update #3: TTI Elastic FWI – Band 02**
- **Update #4: TTI Tomography – 02** (3 TTI iterations, Vtilt and Epsilon model updated simultaneously in layer-based models)
- **Update #5: TTI Elastic FWI – Band 03** (up to 20 Hz). FWI frequency bandwidth and iteration numbers shall be subject to data quality and COMPANY approval based on test results.
- **Update #6: TTI Tomography – 03** (5 TTI iterations, Vtilt and Epsilon model updated simultaneously in layer-based models)
- Q tomography to resolve features of abnormal Q effect (2-3 iterations).
- Anisotropy Update: TTI {Delta (δ), Epsilon (ϵ), Dip (θ) and Azimuth (ϕ)}
- **Update #7: BTU velocity scanning:** Constant velocity scanning and picking Velocity on stacked response.
- Finalize Velocity Model

5.3. Pre-Stack Depth Imaging:

- a. *Least Squares Q Anisotropic Kirchhoff Pre-Stack Depth Migration (gather outputs)*
 - Output migrated gathers
 - Depth step: 3-4m
 - Input/output grid: 6.25m x 6.25m
 - Maximum imaging depth: 7,500m
 - Migration parameters test:
 - Aperture
 - Maximum dip
 - Maximum frequency
 - Aliasing parameters
- b. *Diffraction Imaging (Full stack output)*
- c. *Post Migration Processing*
 - Stretch from depth to time
 - Residual velocity analysis (High density, Automatic, high order)
 - 2nd Pass Hi-Resolution parabolic Radon demultiple
 - Gather Flattening
 - Q compensation application (amplitude)
 - Output LSQ Q-AKPSDM gathers to tape (Normal move out applied)

5.4. Post Stack processing (LSQ Q-AKPSDM & Diffraction Imaging full stack):

- Angle Mute
- Final Stack (Near, Mid, Far, Full Angle Stack)
- Output 3D raw stack volumes
- Residual noise
- Residual footprint removal
- Time variant filter
- Time variant gain
- **Output 3D Final stack volumes (Time & Depth domain)**

5.5. Optional Processing

Optional – Not included in the Firm Scope of Work unless approved by COMPANY

- a. 40Hz FWI Modeling and Imaging
 - Outputs: Full, Near, Mid, and Far angle volumes
- b. 40 Hz Q-TTI Reverse Time Migration
 - Outputs: Full stack volumes
- c. Q-TTI Beam PSDM
 - Outputs: Full stack volumes

NOTES:

- All optional items are additional products outside the Firm Scope of Work (SOW) and are subject to testing results and COMPANY approval.
- The test sequence shall include, but not limited to, the steps outlined above.
- Any modification to the processing flow shall require prior written authorization by COMPANY, with cost agreed in advance.
- Test results shall be presented in Power Point format, unless otherwise specified by COMPANY.
- Processing parameters shall be finalized by COMPANY after consultation with CONTRACTOR. Processing shall not proceed without COMPANY approval.
- COMPANY reserves the right to:
 - QC all velocity picks / modeling carried out by the CONTRACTOR.
 - Test all processing algorithms, particularly those related to AVO products.
 - Specify processing parameters to COMPANY's satisfaction.
- CONTRACTOR shall allow sufficient flexibility for COMPANY QC, particularly during velocity picking / modeling and intermediate AVO-related processing stages.

6. TURNAROUND TIME

The WORK is scheduled to commence in Q2 2026 and is expected to be completed within seven (07) months.

The Bidder shall provide:

- Fast-track deliverables within a maximum of four and a half (4.5) months, and
- Full deliverables within a maximum of seven (07) months from the effective start date.

The BIDDER may propose a detailed and optimized turnaround schedule to achieve the best possible data quality; however, the total project duration shall NOT exceed nine (09) months.

7. DELIVERABLES

The CONTRACTOR shall ensure delivery to COMPANY, upon completion of the WORK or in accordance with COMPANY's instructions, of the following data and documentation:

- All original field tapes.
- All relevant documents associated with data recording include observer's logs, camera records, single trace displays, fathometer records, compass readings record and shipment summary reports.

- Final delivery of 3D LSQ Q-AKPSDM products, as specified in the table below:

DELIVERABLES				
No.	Data type	Format	Media	Copies
1.	Pre-migrated CMP gathers	SEG-Y	3592 Tape Cartridge	2
2.	All Final velocity, Anisotropic, Q models (Time & Depth Domain)	ASCII & SEG-Y	USB Disk	2
			3592 Tape Cartridge	2
3.	Raw 3D LSQ Q-AKPSDM gathers with Normal Move Out applied	SEG-Y	USB Disk	2
			3592 Tape Cartridge	2
4.	Raw 3D LSQ Q-AKPSDM Full & Angle stacks (Near, Mid, Far) in Time & Depth Domain	SEG-Y	USB Disk	2
			3592 Tape Cartridge	2
5.	Final 3D LSQ Q-AKPSDM Full & Angle stacks (Near, Mid, Far) in Time & Depth Domain	SEG-Y	3592 Tape Cartridge	2
			USB Disk	2
6.	Final 3D FWI-imaging/RTM/Beam PSDM full stack volumes in Time & Depth Domain (Optional)	SEG-Y	3592 Tape Cartridge	2
			USB Disk	2
7.	Final processing reports	Hard copy/ MS Word/ PDF	Paper/CD-ROM	4

The COMPANY reserves the right to request all and any reasonable reports and deliverables, beyond those specified in table above, as may be required for further processing and data interpretation purposes.

All such deliveries shall be deemed included in the processing unit costs quoted by the CONTRACTOR, unless otherwise agreed in writing by COMPANY.

8. REPORT

8.1. Reporting Requirements

The CONTRACTOR shall submit weekly, monthly, and completion reports to the COMPANY throughout the duration of the processing works.

- Weekly Reports: shall be submitted to the COMPANY **every Thursday** during the processing period.
- Monthly Reports: covering the preceding month shall be submitted to COMPANY **within the first week of the following month**.

8.2. Content of weekly/monthly reports

Each weekly and monthly report shall include, but not be limited to, the following information:

- Processing steps performed during the reporting period.
- Processing steps completed during the reporting period.

- Percentage completion of individual processing steps during the week/month.
- Cumulative percentage completion of the overall processing workflow.
- History of processing flow changes and decisions made jointly by CONTRACTOR and COMPANY.
- Description of parameters tested and final parameters selected for production.
- Updated project timeline and processing flow status.
- Plan for the subsequent week/month.
- Quality Control (QC) reports and observation.

8.3. Final Processing Reports

Within thirty (30) days after completion of data processing, the CONTRACTOR shall submit to COMPANY four (04) copies of a comprehensive Final Processing Report.

The Final Processing Report shall include:

- Complete processing history of the project
- Description of all problems encountered during test and production processing stages.
- Documentation of all processing tests conducted under Scope of work, including relevant enclosures.
- An inventory of all output data tapes, including:
 - Tape identification.
 - Data contents description.
 - Line numbers.
 - Shot point ranges.

Final payment shall not be made until COMPANY received:

- Final Processing Report, and
- The Completion Acceptance Protocol is duly signed by both parties.

9. WORKSHOPS & QC: (All costs in Workshops and QC shall be borne by the Bidder)

Workshops: The Bidder shall conduct a minimum of **three (3) workshops** with PVN/PVEP. This schedule must include one (1) kick-off meeting, one (1) midterm review, and one (1) final presentation.

Quality Control (QC): The Bidder is required to facilitate at least **five (5) QC sessions** at the processing centre. Each session must involve a minimum of five (5) participants, including a QC specialist designated by the Company.

Equipment: The Bidder must provide a minimum of **two (2) mobile workstations** dedicated to supporting the QC process.

10. PROCESSING LOCATION:

The CONTRACTOR shall specify the processing center location where all seismic data processing activities (testing and production) and velocity model construction will be performed.

Processing centers located in **Southeast Asia/Asia** are preferable.

11. PERSONNAL AND SYSTEM CAPACITY

11.1. Proposed personnel

The BIDDER shall submit the Curriculum Vitae (CV) of personnel who are confirmed to be assigned to the project. The BIDDER must also provide supporting documents, agreements, or labor contracts demonstrating that such personnel are employed by the BIDDER throughout the implementation of the project.

In the event that the BIDDER wishes to replace any personnel during project execution, the BIDDER shall submit the CV and supporting documents of the proposed replacement personnel, who must possess equivalent qualifications and experience. Such replacement shall be subject to the prior written approval of the COMPANY. The proposed personnel shall include, but not limited to:

- Technical Manager / Technical Advisor.

- Team Leader.
- Processing Supervisor.
- Velocity Model Construction Expert.
- Processing Geophysicists and Technicians.

Each CV shall clearly demonstrate the individual's qualification, expertise, and experience in both time and depth seismic imaging.

The following information shall be provided for each proposed personnel:

- Academic and professional Qualifications.
- Total years of experience in seismic processing.
- Number of 3D Prestack Depth Imaging projects completed.
- Number of experience years in proposed position.
- Experience in depth imaging projects and notable achievements.
- Specific expertise in seismic processing (including publications or technical contributions, if any).
- Experience in successful 3D FWI and depth imaging projects.

11.2. Requirements for Key Personnel

- **Technical Advisor**
 - Preferably more than 25 years (**Minimum** 15 years) of experience in seismic data processing including in anisotropic Pre-STM and Pre-SDM with a track record of at least 15 completed projects 3D PSDM & Depth Imaging.
 - **At least** 10 years in the proposed position.
- **Processing Supervisor**
 - Preferably more than 20 years (**Minimum** 10 years) of experience in seismic data processing including in anisotropic Pre-STM and Pre-SDM with a track record of at least 15 completed projects 3D PSDM & Depth Imaging.
 - **At least** 10 years in the proposed position.
- **Team leader**
 - Preferably more than 15 years (**Minimum** 10 years) of experience in seismic data processing including anisotropic Pre-STM and Pre-SDM with a track record of at least 10 completed projects 3D PSDM & Depth Imaging.
 - **At least** 05 years in the proposed position.
- **Geophysicist/ Technicians**
 - Preferably more than 10 years (**Minimum** 5 years) of experience in 3D seismic data processing with a track record of at least 05 completed projects 3D PSDM & Depth Imaging.
 - Number of members: **Minimum** 3 Geophysicist/ Technicians.

The BIDDER is requested to fulfill the FORM 1 - BIDDER PERSONNEL EXPERIENCE SUMMARY

11.3. System capacity

BIDDER shall provide detailed information on the system capacity, including hardware and software resources, by completing FORM 2 - BIDDER SYSTEM CAPACITY.

IMPORTANT NOTE: the BIDDER must clearly describe **the key functions and features** of each software package and processing module listed in FORM 2.

Availability of high-capacity hardware and advanced processing software will be considered a technical advantage during evaluation.

11.4. Experience

The BIDDER shall provide a detailed description of experience in anisotropic 3D Pre-SDM including applications aimed at improving fault and fracture imaging within granite basement reservoir. Experience from Vietnamese projects is preferable.

The BIDDER shall also provide a list & proven document of projects executed at the **Proposed Processing Center** during 2021–2025, meeting the following criteria:

- At least 25 completed 2D/3D seismic data processing projects.
- At least 20 completed 3D PSTM/PSDM projects.
- Completed 3D PSDM projects nearby Block 46/13.
- Completed 3D Q Tomography projects.
- Completed 3D Least-Squares Migration projects.
- Completed 3D FWI projects.

The BIDDER is requested to fulfill the FORM 3 - BIDDER EXPERIENCE SUMMARY.

The BIDDER must have been actively engaged in the seismic data processing business during the last five (05) years (**2021 to 2025**) as on the bid closing date.

The BIDDER shall declare that all submitted information is accurate. The COMPANY reserves the right to verify the accuracy of the information provided.

IMPORTANT NOTES: FORMS and TABLES constitute the **primary basis for technical bid evaluation**. Failure to submit fully completed and accurate forms may result in **disqualification** of the bid.

12. SEG-Y STANDARD

The COMPANY adheres to the SEG-Y standard for tape header information. All SEG-Y headers should be fully and accurately populated. Any header values not populated shall be subject to prior approval by COMPANY's representative(s).

13. COMMUNICATIONS

In addition to regular communications between the BIDDER and COMPANY, weekly progress reports shall be transmitted via email and/or facsimile through the contract duration.

A detailed contact list for project coordination will be provided by COMPANY at a later stage.

IT. 1 FORM 1: PERSONNEL EXPERIENCE SUMMARY

No.	Position	Name	Experience in seismic data processing (year)	Experience in the proposed position (year)	Number of conducted 3D PSDM projects	Experience in depth migration projects	Greatly successful 3D APSDM and depth imaging projects so far
1	Technical Advisor						
2	Supervisor						
3	Team leader						
4	Geophysicist/Technician						
5						

IT. 3 FORM 2: BIDDER SYSTEM CAPACITY

No	Equipment	Requirement	BIDDER's specifications
I	Hardware		
1.	Computer power (in TFLOPs)	≥ 4000 Tflops	
2.	Memory RAM (in Gigabytes)	≥200,000 GBs of RAM	
3.	Storage (in Petabytes)	≥ 5	
II	Software for seismic data processing		
1.	Full 3D seismic data processing modules package	MUST have	
2.	Noise Removal (Coherence & Random)	MUST have	
3.	3D SRME/ 3D SRMA	MUST have	
4.	3D SWD/ 3D SWME	MUST have	
5.	4D/5D Interpolation	MUST have, 5D is preferable	
6.	Q tomography	MUST have	
7.	Diving Wave Tomography	MUST have	
8.	Full Waveform Inversion	MUST have	
9.	Least-Squares Q-AKPSDM	MUST have	
10.	3D Deghosting and Designature	MUST have	
11.	Diffraction Imaging	MUST have	
12.	Reverse Time Migration	Should have	
13.	Beam PSDM	Should have	

IT. 4 FORM 3: BIDDER EXPERIENCE SUMMARY

IMPORTANT NOTE: BIDDER is requested to provide the list of anisotropic 3D Pre-SDM jobs AT THE PROPOSED PROCESSING CENTER, which were done by the BIDDER in last five years (2021 to 2025).

FORM 3A: LIST OF ANISOTROPIC 3D PRE-SDM PROJECTS in last five years (2021 to 2025) AT THE PROPOSED PROCESSING CENTER

Year	Description of service	Client	Project name	Location	Coverage (Sq.km)	Target	Number of Personnel dedicated to Project	Reference Contact	Duration	
						Clastic or Basement			Start date	Completion date

BIDDER needs to describe the type of project (Q Tomo/ LS migration/ FWI Diving Wave/ WI Reflection Wave/...). Any project lacking information will not be considered for evaluation.

IT. 5 FORM 3B: LIST OF ANISOTROPIC 3D PRE-SDM PROJECTS in last five years (2021 to 2025) AT THE PROPOSED PROCESSING CENTER

Number of projects	Year				
	2021	2022	2023	2024	2025
Number of 3D PSDM seismic data processing					
Number of 3D PSDM seismic data processing					
Number of 3D PSDM seismic data processing completed projects in Vietnam					
Number of 3D Q Tomo projects					
Number of 3D Least Squares Migration projects					
Number of 3D FWI projects					

EXHIBIT I(B)
SUMMARY OF RESPONSIBILITIES

EXHIBIT I(B)

SUMMARY OF RESPONSIBILITIES

SECTION	TITLE
I-1.0	TRANSPORTATION
I-2.0	MAINTENANCE SERVICES
I-3.0	STORAGE AND OTHER FACILITIES
I-4.0	HOUSING, CATERING AND MEDICAL SERVICES
I-5.0	PERSONNEL
I-6.0	LICENCES AND PERMITS
I-7.0	SAFETY

EXHIBIT I(B)

SUMMARY OF RESPONSIBILITIES

DESCRIPTION		PROVIDED BY		AT COSTS OF	
		CONT.	CLIENT	CONT.	CLIENT
I-1.0	<u>TRANSPORTATION</u>				
I-1.1	Transportation of CONTRACTOR's Equipment/products and CONTRACTOR's Personnel to the Mobilisation Site	X		X	
I-1.2	Transportation by air and land between CONTRACTOR's point of origin and CLIENT Port Of Operation and Mobilisation Site of CONTRACTOR's Equipment and CONTRACTOR's Personnel	X		X	
I-1.3	Transportation of CONTRACTOR's Personnel between the CLIENT's facilities and Mobilisation Site or CLIENT's Supply Base	X		X	
I-1.4	Transportation of CONTRACTOR's Personnel from Mobilisation Site to CLIENT's facilities as a result of CONTRACTOR's Personnel failure to use CLIENT's furnished transport above	X		X	
I-1.5	Transportation and handling of CONTRACTOR's Equipment between CLIENT's facilities and CLIENT's Supply Base	X		X	
I-1.6	Wharf facilities, materials handling to/from the supply vessels at CLIENT's Supply Base	X		X	
I-1.7	Demobilisation of CONTRACTOR's Equipment from the Demobilisation Site including all handling, transport, wharfage, customs clearance, etc.	X		X	
I-1.8	Diesel fuel for CONTRACTOR's Equipment	X		X	
I-1.9	Lubricants for CONTRACTOR's Equipment	X		X	
I-2.0	<u>MAINTENANCE SERVICES</u>				
I-2.1	All repairs of CONTRACTOR's Equipment	X		X	
I-2.2	Maintenance of all CONTRACTOR's Equipment and CLIENT's Equipment in accordance with the CONTRACT	X		X	
I-2.3	Certificates/test of all CONTRACTOR's Equipment prior mobilisation to Mobilisation Site	X		X	

H

DESCRIPTION	PROVIDED BY		AT COSTS OF	
	CONT.	CLIENT	CONT.	CLIENT
I-3.0 <u>STORAGE AND OTHER FACILITIES</u>				
I-3.1 Storage space for CONTRACTOR's Equipment on the CLIENT's facilities		X		X
I-4.0 <u>HOUSING, CATERING AND MEDICAL SERVICES</u>				
I-4.1 Accommodation for CONTRACTOR's Personnel onshore not authorised by CLIENT	X		X	
I-4.2 Accommodation for CONTRACTOR's Personnel offshore	X		X	
I-4.3 Catering and meal for CONTRACTOR's Personnel offshore	X		X	
I-4.4 Meal for CONTRACTOR's Personnel onshore and while travelling	X		X	
I-4.5 First aid medical attention at the Work Site for CONTRACTOR's Personnel onboard CLIENT's facilities		X		X
I-4.6 Medical treatment will only be provided for CONTRACTOR's Personnel in emergency cases including emergency hospitalization	X		X	
I-4.7 Medical attention and other requirements of CONTRACTOR's Personnel onshore and while travelling	X		X	
I-4.8 All arrangements and costs associated with evacuation of injured personnel from the CLIENT's facilities to Mobilisation Site	X		X	
I-4.9 Transportation from heliport to hospital or elsewhere for injured CONTRACTOR's Personnel	X		X	
I-5.0 <u>PERSONNEL</u>				
I-5.1 Additional personnel furnished by CONTRACTOR as approved in advance by CLIENT's Administrator over and above normal crew pursuant to EXHIBIT I(C)	X			X
I-5.2 Travel time and any associated personnel expenses for CONTRACTOR's Personnel during normal crew change	X		X	
I-5.3 Travel time and any associated personnel expenses paid to CONTRACTOR's Personnel in excess of Item I-5.2 above and when weather or failure of CLIENT transportation prevents normal crew change	X		X	

DESCRIPTION		PROVIDED BY		AT COSTS OF	
		CONT.	CLIENT	CONT.	CLIENT
I-5.4	Travel expenses for CONTRACTOR's Personnel between point of origin and Mobilisation Site	X		X	
I-5.5	Usage of communication equipment between CLIENT's facilities and CONTRACTOR's office (for official use only)		X		X
I-5.6	Provision of special flight/vessel for CONTRACTOR's Personnel between Mobilisation Site and CLIENT's facilities as a failure of CONTRACTOR's Personnel to turn up during normal crew change	X		X	
I-6.0	<u>LICENSES AND PERMITS</u>				
I-6.1	Acquisition and maintenance of all necessary consents, permits, licenses and certificates required for movement of CONTRACTOR's Equipment to and from Work Site	X		X	
I-6.2	Passports, visas and work permits and related documentation required to maintain CONTRACTOR's Personnel in Vietnam	X		X	
I-6.3	Corporate registration, documentation and fees of CONTRACTOR in Vietnam required solely for the performance of this CONTRACT	X		X	
I-7.0	<u>SAFETY</u>				
I-7.1	Safety apparels such as clear lens, safety glasses, safety boots, coveralls, etc. for each of CONTRACTOR's and its SUB-CONTRACTOR's employee(s)	X		X	

4

EXHIBIT I(C)
CONTRACTOR'S PERSONNEL

H

EXHIBIT I(C)

CONTRACTOR'S PERSONNEL

CONTRACTOR shall at its sole cost and under its exclusive control, provide adequate number of highly competent personnel for the performance of the WORKS at the Work Site(s).

In the event of any changes of personnel in EXHIBIT I(C), CONTRACTOR shall inform CLIENT and send resumes, certificates to CLIENT of the new personnel for CLIENT's review and approval. No changes shall be made without CLIENT's prior approval.



APPENDIX I(C)-1

CONTRACTOR'S PERSONNEL RESUME

NAME : _____
DESIGNATION : _____
NATIONALITY : _____
DATE/PLACE OF BIRTH : _____
NRIC/PASSPORT NO. : _____
DATE OF ISSUE/EXPIRATION : _____

QUALIFICATION:

EXPERIENCE IN REQUIRED DISCIPLINE
(INCLUDING PERSONNEL TRAINING)

EXPERIENCE IN OIL INDUSTRY

M

EXHIBIT II
SCHEDULE OF RATES

W

EXHIBIT II

SCHEDULE OF RATES

* For UN-PRICED PACKAGE (TECHNICAL) - Bidder is requested to submit the following form or table without indicating the cost. The word 'OFFERED', 'INCLUSIVE', 'NO QUOTE' and 'NOT AVAILABLE' shall be used where appropriate to replace the price. Any value specified in UN-PRICED PACKAGE (TECHNICAL) will result in the proposal being disqualified.

* For PRICED PACKAGE (COMMERCIAL) – Bidder is requested to submit the following form or table with cost clearly quoted.

* Bidder is advised NOT to submit a BLANK form or table in other format as this will result in the proposal being not considered.

* The prices quoted are inclusive of all applicable taxes as mentioned in Article 9 – Taxes and Custom Charges in Terms and Conditions.

1.0 GENERAL

Unless specifically stated herein to the contrary, all rates and lump sum amounts contained herein shall be deemed to be fully inclusive of all direct and indirect costs incurred by CONTRACTOR for provision of WORK and fulfillment of its obligations in accordance with the CONTRACT, including but not limited to:

- 1.1 All management, administration, design, engineering, procurement, pre-fabrication, assembly, application of protective treatment, inspection, testing, certification, packing, shipment, commissioning and start-up assistance as required by the CONTRACT.
- 1.2 All taxes subject to ARTICLE 9 – TAXES AND CUSTOM CHARGES, any depreciation associated with CONTRACTOR's Equipment, complying with all governments and statutory regulations and all operators' regulations, safety requirements.
- 1.3 Preparation and implementation of procedures, quality assurance and control systems and safety and security systems as required by the CONTRACT.
- 1.4 CONTRACTOR's Personnel costs including payroll burdens, leave reliefs, telephone and fax charges, communications and IT, agents fees, fares and transport, subsistence allowances, bonuses, fringe benefits, medical expenses, small tools, other employment expenses.
- 1.5 Establishment charges, insurances and deductibles associated with CONTRACT requirements, CUSTOMS CHARGES subject to ARTICLE 9 – TAXES AND CUSTOM CHARGES and required delivery term, levies, registration fees, financing costs, overhead charges and profits associated with WORK.
- 1.6 CONTRACTOR's mobilization, demobilization and transportation charges (including suitable shipping baskets or containers) for WORK.
- 1.7 All costs irrespective of their nature, necessary for CONTRACTOR interface with CLIENT, SUB-CONTRACTOR(s) and third parties whilst undertaking its responsibilities under the CONTRACT.
- 1.8 All Personal Protective Equipment (PPE) necessary for CONTRACTOR's Personnel.
- 1.9 All training costs for CONTRACTOR's Personnel to possess valid CLIENT's Safety Passport.
- 1.10 Management of SUB-CONTRACTOR(s).
- 1.11 Any other requirements (to be specified as required by the CONTRACT).

2.0 SCHEDULE OF RATES

CLIENT shall pay BIDDER in accordance with the prices and rates as specified hereunder.

H

No.	Description	Unit	Qty	Unit Rate	Amount
				(USD/VND)	(USD/VND)
I	PROVISION OF 3D SEISMIC DATA RE-PROCESSING FOR BLOCK 46/13, OFFSHORE VIETNAM	Lumpsum	1		
	TOTAL (exclusive of taxes)				
	Taxes				
	Grand Total (inclusive of taxes)				

Note: The Price and Rate are all inclusive included but not limited to salary, insurance, transportation, etc. but exclusive of VAT. VAT Rate shall be complied with Government Policy at the time of invoice issuance.

3.0 MILESTONES OF PAYMENT

The payments will be conducted based on the milestones below:

- 30% of the total contract value upon the completion Kick-off meeting
- 30% of the total contract value upon the receipt of fast-track deliverables
- 40% of the total contract value upon contract completion and the Company's receipt of all deliverables.

EXHIBIT III
HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS

H

EXHIBIT III

HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS

PART I GENERAL HSE REQUIREMENTS

- III-1.0 Compliance with Laws/Regulations/CLIENT's Requirements
- III-2.0 CONTRACTOR's Written Policy/Organization
- III-3.0 Protection of Workers, Public, Assets and Environment
- III-4.0 Right to Stop Work
- III-5.0 Maintain Equipment, Tools and Machinery in a Safe Condition
- III-6.0 Risk Management and Hazards Identification
- III-7.0 Competent Personnel
- III-8.0 HSE Awareness
- III-9.0 Incident Reporting and Investigation
- III-10.0 Housekeeping

PART II SPECIFIC HSE REQUIREMENTS

- III-1.0 Site SHO/Safety Supervisor
- III-2.0 Project HSE Plan
- III-3.0 Equipment, Tools and Machinery Inspections
- III-4.0 Personal Protective Equipment (PPE)
- III-5.0 Inspection and Tagging of Mechanical Equipment
- III-6.0 Working in Confined Space
- III-7.0 Permit To Work
- III-8.0 Tools and Equipment
- III-9.0 Compressed Gas Cylinders
- III-10.0 Welding and Cutting
- III-11.0 Abrasive Wheels
- III-12.0 Grit Blasting
- III-13.0 Use of Chemicals
- III-13.1 Use/ Handling of Asbestos or Asbestos-Containing Materials
- III-14.0 Electrical Safety/ Power Source
- III-15.0 Excavation
- III-16.0 Barricade, Platforms and Guardrails



III-17.0	Scaffold
III-18.0	Camp Site
III-19.0	Office
III-20.0	Storage/ Warehouse
III-21.0	Explosives
III-22.0	Drilling Safety
III-23.0	Transportation
III-24.0	Use of Public Road
III-25.0	Lifting
III-26.0	Heavy Machinery
III-27.0	Working at Height
III-28.0	Air Hose
III-29.0	Radiography
III-30.0	Job Safety Analysis (JSA)/ Job Hazard Analysis (JHA)
III-31.0	HSE Inspection/ Audit
III-32.0	HSE Induction
III-32.1	Offshore Safety Passport (OSP)
III-32-2	CONTRACTOR's Own Induction Program
III-33.0	Toolbox HSE Meeting
III-34.0	HSE Meetings
III-35.0	Occupational Health
III-35.1	Health Risk Assessment
III-36.0	Drugs and Alcohol
III-37.0	Environmental Management
III-38.0	Security
III-39.0	Emergency Response Preparedness
III-40.0	CONTRACTOR's Training Records
III-41.0	HSE Performance Target
III-42.0	CONTRACTOR's HSE Performance Report
III-43.0	Incident Notification and Investigation
III-44.0	HSE Statistics Board
III-45.0	Environmental Hazardous Substance (EHS)

APPENDICES

APPENDIX III-1 PPE STANDARDS AND TECHNICAL SPECIFICATIONS

APPENDIX III-2 LIST OF MEDICAL EXAMINATORS

APPENDIX III-3 OFFSHORE MEDICAL ASSESSMENT FORMAT

APPENDIX III-4 APPROVED SAFETY TRAINING INSTITUTIONS



EXHIBIT III

HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS

III-1.0 Compliance with Laws/Regulations/CLIENT's Requirements

CONTRACTOR shall comply with all applicable Health, Safety and Environmental (HSE) laws and regulations including fire and security, which are applicable to the location where the WORKS are being carried out.

CONTRACTOR shall indemnify CLIENT against all legal costs, fines and compounds imposed and claims and damages incurred as a result of breach or non-compliance with any relevant laws and regulations.

CONTRACTOR shall comply at all times with the requirements as set forth by CLIENT in its Health, Safety and Environment Management System (HSEMS), policies, operating standards, site HSE requirements, Zero Tolerance rules ("ZeTo" rules), any special instructions, and all requirements stipulated in this SERVICE ORDER. These requirements are intended to supplement any known or ought to be known laws and regulations applicable at the location where the WORKS are being carried out.

CONTRACTOR shall take all necessary HSE precautions related to or arising out of the performance of the SERVICE ORDER in order to protect the works, the personnel and property of CLIENT, CONTRACTOR, SUB-CONTRACTOR(s), all third parties and public from the hazards and risks associated with the WORKS.

III-2.0 CONTRACTOR's Written Policy/ Organization

CONTRACTOR shall acknowledge CLIENT strong commitment to HSE and affirm that it has a written HSE policy which is of a standard comparable to CLIENT's HSE policy and which has been signed and is actively supported and endorsed by CONTRACTOR's top management.

CONTRACTOR shall further affirm that its HSE policy is widely disseminated and understood among CONTRACTOR and SUB- CONTRACTOR(s)'s employees.

III-3.0 Protection of Workers, Public, Assets and Environment

CONTRACTOR shall protect the safety and health of workers and people living or working near the activity from potential hazards and risks created by that activity. CONTRACTOR, without cost to CLIENT, shall take all necessary precautions and mitigation measures to protect the workers and the public and minimize disturbance and inconvenience to the public resulting from performance of the WORKS.

Throughout performance of the WORKS, CONTRACTOR shall execute the WORKS and conduct all operations in such a way as to minimize any impact upon the natural environment including compliance with all laws, regulations and rules applicable to the site e.g. Environmental Management Plan (EMP), Approval Conditions etc. CONTRACTOR shall agree to indemnify CLIENT and consultants of CLIENT for all claims, damage costs and penalties relating to any environmental damage or loss or non-compliance with any laws or regulations arising out of CONTRACTOR and/or SUB-CONTRACTOR(s) performance of WORKS.

III-4.0 Right to Stop Work

CLIENT's representative or his designated representatives shall have the right to prohibit commencement of WORKS or to stop any WORKS in progress if the equipment, machinery, personnel or work conditions are considered at CLIENT's discretion to be unsafe or not to be in compliance with any applicable rules, regulations and procedures in CLIENT.

Stoppage of the WORKS shall be at CONTRACTOR's expense until CONTRACTOR has satisfactorily rectified such defects and unsafe conditions. In the event of serious or repeated infringements, CLIENT may terminate the SERVICE ORDER without compensation.



III-5.0 Maintain Equipment, Tools and Machinery in a Safe Condition

CONTRACTOR shall ensure that all CONTRACTOR's machinery, tools, equipment, facilities and other items in any way associated with or utilized in the WORKS are fit for use and maintained in a safe and good working condition. Certificates of fitness, Calibration Certificates etc. where applicable shall be provided.

III-6.0 Risk Management and Hazards Identification

CONTRACTOR shall make an initial assessment of the HSE risks involved in the execution of the WORKS. The focus of the assessment should be to evaluate the inherent hazards in conducting the WORKS and the potential adverse consequence of an accident to the workers, the public and the environment, CLIENT assets and reputation. CONTRACTOR shall take appropriate preventive and mitigation measures to prevent incidents from occurring and to minimize the consequence of an event should it occur.

CONTRACTOR shall conduct HSE inspections and audits to ensure that such preventive and mitigation measures are in place and implemented. CONTRACTOR shall promptly take actions on all recommendations made pursuant to the said inspections and audits.

III-7.0 Competent Personnel

CONTRACTOR shall ensure that competent personnel are fully trained and certified to carry out the task of operating all machinery, equipment, and tools. Certificate of competency shall be provided where applicable. CONTRACTOR shall provide an adequate level of technical and HSE related training conducted by a recognized training institution for all relevant personnel in connection with the WORKS. All CONTRACTOR's supervisory personnel shall attend relevant HSE training and be competent in hazard identification and risk assessment.

CONTRACTOR shall ensure that all CONTRACTOR and SUB-CONTRACTOR(s)'s personnel engaged in the WORKS are healthy and fit, and possess the experience and skill required to perform the WORKS safely.

III-8.0 HSE Awareness

CONTRACTOR shall be responsible for maintaining and enhancing the HSE awareness among its personnel and SUB-CONTRACTOR(s)' personnel, including arranging safety induction, toolbox meetings, regular HSE meetings and emergency exercises and drills. Findings of hazard identification and risk assessments including Job Safety Analysis shall be communicated to CONTRACTOR's and SUB-CONTRACTOR(s)'s personnel. Copies of minutes of CONTRACTOR safety meetings shall be submitted to CLIENT.

III-9.0 Incident Reporting and Investigation

CONTRACTOR shall report to CLIENT immediately of the occurrence of any incident including near misses as per COMPANY's incident reporting requirements. CONTRACTOR shall also alert fire brigade, police and/ or other authorities relevant to the incidents whenever required. CONTRACTOR shall be responsible for reporting incidents to competent authorities as per law.

All incidents that result in or have the potential to cause serious injury or property damage shall be suitably investigated by CONTRACTOR and reported to CLIENT. Any accidents result in fatality(es) and/ or two (02) or more major injuries shall be notified, investigated and reported in accordance with applicable legislation.

CONTRACTOR shall maintain accurate incident and injury reports and shall comply with CLIENT's requests for information relating to accidents, injury or illnesses.

III-10.0 Housekeeping

CONTRACTOR shall ensure that good housekeeping is maintained continuously throughout the duration of the WORKS. Due regard shall be paid to proper disposal of all types of wastes especially hazardous/scheduled wastes, tidiness, and clear access ways and emergency exits.

Access and egress of all exits, fire and safety equipment, and work areas shall be kept clear of obstructions at all times. Special attention shall be given to maintaining clear walkways, removal of slippery and tripping hazards, securing or removing of loose materials at height, and proper storage of materials. Scheduled wastes such as oily or chemical soaked rags shall be disposed of in accordance to regulatory requirements. All housekeeping costs shall be borne by CONTRACTOR.

PART II SPECIFIC HSE REQUIREMENTS

III-1.0 Site Safety and Health Officer (“SHO”)/Safety Supervisor

CONTRACTOR shall, at its own costs, provide such numbers of qualified SHO(s) or supervisors who will be responsible to provide guidance and advice pertaining to Health, Safety and Environment (HSE) requirements of the WORKS. The SHO(s) shall guide CONTRACTOR’s management on HSE plan and its implementation, with equal diligence being paid to fulfillment of the contractual requirements.

In addition to the ongoing monitoring of the site, the SHO(s) or supervisors shall also perform a formal inspection or audit of the site at least once every week to identify and correct any non-compliances noted. A written record of all inspections, audits and their status of action follow-ups shall be provided to CLIENT’s representative.

SHO(s) shall not be involved or assigned to other part-time works other than as HSE officers.

Prior to start of WORKS, CONTRACTOR shall submit the CV of the proposed SHO(s) or supervisors for CLIENT’s approval.

III-2.0 Project HSE Plan

Prior to mobilization, CONTRACTOR shall prepare and submit a project specific HSE plan to CLIENT which, as a minimum, contains the followings:

- HSE policy, targets and requirements
- Prevailing laws and regulations
- CONTRACTOR’s HSE policy
- CONTRACTOR’s organization including positions for HSE manager and SHO(s)
- HSE responsibilities of CONTRACTOR’s key personnel
- Risk assessments including preventive and mitigating measures
- Description and schedule of HSE activities
- Incident reporting and investigation
- Emergency response plan

CLIENT’s review or comments on such plan shall not relieve, nor shall such review and comments be construed as limiting in any manner the CONTRACTOR’s obligations to undertake any action which may be necessary to establish and maintain safe working conditions at the location where the WORKS are being carried out.

III-3.0 Equipment, Tools and Machinery Inspections

Prior to start of WORKS, CONTRACTOR shall inspect the equipment, tools and machinery required in connection with the WORKS including but not limited to cranes, bulldozers, trucks, tractors, rigs, barges, etc., to ensure the safe execution of WORKS.

In addition, CONTRACTOR shall maintain and perform continuous HSE inspection and audits throughout the WORKS and shall promptly implement all recommendations made pursuant to the said inspection and audits.

CLIENT shall have the right to conduct its own HSE inspection and audits at work site(s). CONTRACTOR shall comply with all recommendations arising from such inspection and audits.

CONTRACTOR shall ensure that all fuel powered and electrical equipment meet the requirements of hazardous area classification including any requirements on fuel burning equipment by authorities and is equipped with approved spark arrestor.

CONTRACTOR shall ensure that only competent personnel who are certified are allowed to operate and/ or maintain equipment, tools and machinery.

III-4.0 Personal Protective Equipment ("PPE")

CONTRACTOR shall at its own costs, supply its personnel and SUB-CONTRACTOR(s)' PERSONNEL required in connection with the WORKS with adequate PPE, provide training on the uses and maintenance of PPE and strictly enforce the use of such PPE on their employees. CONTRACTOR shall purchase PPE in accordance to the specification as per APPENDIX III-1 - PPE STANDARDS AND TECHNICAL SPECIFICATIONS.

CONTRACTOR and SUB-CONTRACTOR(s) shall not charge its personnel for such PPE.

III-5.0 Inspection and Tagging of Mechanical Equipment

CONTRACTOR shall upon arrival at the work site(s), inspect and tag all mechanical equipment that is to be utilized for the WORKS.

The equipment will include but may not be limited to the following:

- Cranes
- Fork lifts
- Self-Loading Trucks
- Semi-Trailers and Prime Movers
- Compressors
- Temporary Electrical Distribution Boards
- Scaffolding Equipment
- Rigging Equipment
- Man-Cages/ Personal Baskets
- Aerial Work Platforms
- Welding Machine
- Grinding and Cutting Machine

All equipment inspected that requires remedial work (or replacement) shall be carried out at CONTRACTOR's costs.

All equipment inspected and accepted for use on the WORKS shall be clearly identified by a tagging system.

III-6.0 Working in Confined Space

Confined space entry shall be authorized through CLIENT's Permit To Work approval process. CONTRACTOR shall take adequate precautions and mitigation measures which include, but not limited to gas/oxygen tests, PPE requirements, respiratory protection equipment (RPE), isolation of connections to confined space, provision of ventilation equipment and preparation of confined space for safe entry, standby person, availability of rescue equipment and ERT team.

The SHO(s) or entry supervisor shall ensure that all necessary precautions and mitigation measures are implemented.

CONTRACTOR's entrants shall be certified medically fit by the Approved Medical Examiner (AME) before they are allowed to work in confined space.

III-7.0 Permit To Work ("PTW")

CONTRACTOR shall implement CLIENT's PTW procedure where CONTRACTOR activities require the application of such PTW. This includes hot works, cold works, lifting, excavation, confined space entry, radiography, lifting, and use of explosive. Authorized CLIENT's supervisors shall approve the

permits and certificates. CONTRACTOR shall continuously enforce the conditions and requirements of the permits including its validity. CONTRACTOR's supervisors shall attend the PTW training. Costs incurred in the implementation of PTW shall be borne by CONTRACTOR.

III-8.0 Tools and Equipment

CONTRACTOR shall ensure that all CONTRACTOR's machinery, tools and equipment, facilities, and other items associated with the WORKS whether purchased or rented are maintained in a safe condition and to be operated by competent operators. Tools shall only be used for the job they were designed to perform. All guards shall be fitted and shall be in good condition at all times. All grinding discs shall be checked for correct size and speed prior to fitting. Electrically powered tools shall meet the hazardous zones requirements where applicable. All electric cables shall be industrial type. Use of domestic electric cables is prohibited. CONTRACTOR shall repair or replace defective tools and equipment at CONTRACTOR's costs. Appropriate personal protective equipment shall be worn at all times when using any tool or equipment.

III-9.0 Compressed Gas Cylinders

CONTRACTOR shall ensure that:

- Compressed gas cylinders stored, or transported or used shall be in an upright position and secured to some substantial object or structure by a chain or other suitable means capable of supporting the weight of the cylinder. This applies to all cylinders, whether empty or full.
- Cylinder valves shall be closed and hoses depressurized when cylinders are not in use.
- Cylinders shall have protective valve caps in place while they are being transported/ stored.
- Cylinders shall be returned promptly to a suitable storage area after use. They shall not be left at any work site(s). Cylinder storage areas should be kept away from general traffic paths and shall not be adjacent to vehicle paths.
- Flammable gases and oxygen cylinders shall not be stored in close proximity unless separated by a non-combustible wall.
- Cylinders shall only be hoisted when enclosed in an approved box or cradle within which they are securely fastened.
- Cylinders shall be identified by a color code in accordance with respective standards.
- Gas welding cylinders shall have hose check valve (non-return valves). Flashback arrestors shall be installed to quench flashback flames and cut off the gas flow automatically, in both oxygen and fuel gas outlet lines.

III-10.0 Welding and Cutting

CONTRACTOR shall ensure only competent and authorized workers are allowed to use welding and cutting equipment. CONTRACTOR shall ensure suitable precautions and mitigation measures against exposure of welding hazards such as excessive ultraviolet radiation, fire, welding fumes, and dusts are put in place.

Welding, and/or flame cutting in the vicinity of flammable or combustible substances/materials shall only be done under the control of a PTW.

CONTRACTOR shall provide adequate number of suitable fire extinguishers at the sites where hot works are taking place. Welders shall be trained and competent in the use of fire extinguishers.

III-11.0 Abrasive Wheels

CONTRACTOR shall ensure that safety protection in the form of goggles and/ or shields and hearing protection devices ("HPD") are provided and utilized by the personnel working with grinding machines and abrasive wheels. When changing discs on a portable grinder it is imperative that a suitable replacement disc is fitted and installed in the correct manner. CONTRACTOR shall ensure only trained and competent personnel are permitted to carry out this task.

III-12.0 Grit Blasting

CONTRACTOR shall confirm with CLIENT the need for hot work permit prior to grit blasting. CONTRACTOR shall provide the blaster with an approved air face mask and oil free air supply.



Associated workers and any other personnel within the blasting area shall wear approved respiratory protection. The blasting gun shall have a 'dead man' safety device operated by the blaster. Under no circumstances the device shall be tied back or defeated.

CONTRACTOR shall made efforts to minimize the exposure of the blasting grit to the surrounding environment. Protective shield shall be erected and notice board shall be posted in order to prevent exposure of the blasting grit to other workers in the vicinity.

III-13.0 Use of Chemicals

CONTRACTOR shall declare any hazardous chemicals used for the WORKS to CLIENT. CONTRACTOR shall ensure all requirements for use, storage, handling and transportation of chemicals including personal protection outlined in the Safety Data Sheet are strictly followed. The Safety Data Sheets for all chemicals shall be made available in the languages stipulated under the law. When in doubt concerning these requirements, consult CLIENT's HSE personnel.

Flammable chemicals such as solvents and cleaning agents shall not be stored or used in un-ventilated areas or in close proximity to any sources of ignition. These chemicals shall be stored in a proper storage facility outside the work area whenever they are not being used. Proper labeling and re-labeling of the chemical containers shall be done accordingly. Source of ignition such as smoking is strictly prohibited in the vicinity of any such chemical.

13.1 Use/Handling of Asbestos or Asbestos-Containing Materials

The use of any asbestos or asbestos-containing materials is strictly prohibited for WORKS related to the CONTRACT. For work that requires handling/removal of asbestos or asbestos-containing materials at site, CONTRACTOR shall take the necessary precautions to ensure protection of their workers and others from the risks of exposure to asbestos fibres. CONTRACTOR shall make reference to CLIENT's Asbestos Inventory to determine if the WORKS to be undertaken may involve handling of asbestos or asbestos-containing materials.

III-14.0 Electrical Safety/ Power Source

No part of any lifting device or any equipment operated near power lines shall be closer than below:

<u>Voltage</u>	<u>Safe Distance</u>
150-750 V	2.0 m
750- 50k V	3.0m
50k-250k V	4.5m
> 250kV	6.0m

The above clearance applies in all directions. All overhead lines shall be identified with a highly visible sign placed 7m from both sides of the lines, 1.8m above ground. A restriction guard pole connected with ropes shall be installed to restrict clearance close to power lines.

III-15.0 Excavation

CONTRACTOR shall ensure that all excavation works shall meet the following requirements as a minimum:

- Excavations works shall be subjected to the control of PTW and excavation certificate.
- Prior to embarking excavation works, proper excavation design and plan shall be drawn up taking into consideration of the soil type, the weather conditions and proximity to facilities.
- Walkways between trenches should be kept clear of obstruction.
- A competent person shall inspect all excavations, shafts, tunnels and earthwork.
- A standby person shall be made available at all times equipped with all necessary safety equipment.
- All excavation exceeding 1.5 meters shall be shored and a PTW complete with confined space certificate shall be secured.
- No mechanical excavation within 1 meter of the existing service shall be allowed. All underground WORKS shall be hand exposed and identified.

III-16.0 Barricade, Platforms and Guardrails

CONTRACTOR shall provide adequate barricades, covers, guardrails, signal flag persons or other appropriate warning devices to protect personnel near any hazardous operations or overhead works. Temporary covers for floor openings shall be firmly fastened and clearly identified by warning signs. All elevated work areas, walkways, platforms etc. whether permanent or temporary, shall be protected by an approved guardrail and shall provide a sturdy working space.

CONTRACTOR shall provide all the necessary signs, barriers, signal flag persons, etc. to protect the general public from exposure to injury due to the excavation works.

All legislated and CLIENT requirements for warning signs and/ or barriers adjacent to public roads shall be strictly adhered to.

III-17.0 Scaffold

A safe means of access shall be provided for any works to be carried out at a height greater than 2 meters above ground. If a suitable permanent access is not available, a well-designed, erected, inspected and maintained scaffold will provide a safe means of access and safe working areas. Additionally safe access to scaffold work platforms by ladder shall be provided. All scaffoldings shall be constructed in accordance with B.S 5973 Code of Practice for Access and Working Scaffolds and Special Scaffold Structures in Steel or its equivalent.

All scaffolding materials and components shall be as follows:

a. Scaffold tubes

All tubes shall be galvanized steel 48.3mm OD and wall thickness 4mm comply to BS 1139 Part 1, 1982 and free from cracks, splits or excessive corrosion and straight. Black steel or aluminum scaffold shall not be allowed to be used at offshore.

b. Coupling and fittings

They shall be of sound construction, comply with BS 1139, Part 2. Tubular and fittings of different standards shall not be mixed.

c. Board or decking

All timber scaffold boards shall meet the recommended BS 2842:1981 or regulation 87 of Factory and Machinery Act 1967, regulation 1986.

d. Ladders

Ladders shall meet BS 1129:1982.

e. Frame or tubular scaffold

Proprietary steel frame or tubular scaffold of sound design and construction shall be approved by CLIENT before use.

f. Inspection

A scaffold inspector shall inspect all scaffold materials. Any scaffold above 40 meters shall be designed and endorsed by a professional structural engineer and copy of design forward to DOLISA.

g. Erection

Scaffolds shall only be erected, altered or dismantled by competent scaffolder under supervision of a scaffolder supervisor. All inspection of scaffolds shall be done by a competent scaffold inspector.

III-18.0 Camp Site

CONTRACTOR shall construct and operate the camp in accordance to the following requirements:

- Air-condition rooms provided
- Electrical equipment and wiring complying to established electrical safety standards
- Provision of dedicated smoking areas
- Proper storage with provision for secondary containment and pipeline for supply of fuel
- Provision for proper waste management especially hazardous/ sscheduled wastes
- Smoke detectors in rooms
- Fire extinguishers provided at strategic locations
- Emergency response procedures posted

III-19.0 Office

CONTRACTOR shall maintain comfortable working condition in office as follows:

- Temp 20-26oC
- Humidity 40-60%
- Adequate ventilation
- No smoking policy
- Adequate lighting comfortable to the eyes at 400 lux
- Office space at 6.25 m2 per work station
- Welfare facilities e.g. toilet, prayer room and eating areas
- Daily cleaning service
- Passage ways are cleared and tripping hazards identified and removed
- Emergency plans for evacuation
- Car park well lit and vehicle movement controlled
- First aid boxes provided

III-20.0 Storage/ Warehouse

CONTRACTOR shall provide appropriate storage facilities for the storing of material, chemical and fuel on sites. The requirements for storing of materials shall also include the following:

- Construction material shall be stored at the designated locations on site
- Written procedures on transportation, handling and disposal for all material shall be made available
- Good housekeeping shall be practiced at all storage facilities
- Storage areas shall be located away from heavy vehicle traffic areas
- Storage floors and bins shall be labeled and constructed to safely support the loads with maximum safe load limits posted
- Storage buildings and warehouses shall be provided with an approved lightings and fittings in compliance with hazardous area classification, well ventilated and constructed with chemical resistant flooring, spill containment, waste collection and treatment where appropriate for the chemicals or fuel stored
- All hot works including welding, cutting or any other operations that create sparks shall be controlled via PTW system inside a warehouse or near the flammable/combustible material storage yards
- Adequate number of fire extinguishers of appropriate type shall be made available at strategic locations at all storage areas and warehouses
- All personnel shall wear approved PPE whilst working in storage areas and warehouses
- Flammable and combustible liquids shall be stored separately in different storage buildings
- Storage rooms shall be constructed to meet the specified fire resistant rating suitable for their use
- Approved safety cans/ cabinets/ containers shall be used to store and transfer flammable and combustible liquids, with the name of the material clearly stamped
- "No Smoking" signs shall be posted at strategic locations in storage areas and warehouses storing flammable and combustible liquids

III-21.0 Explosives



CONTRACTOR shall obtain all relevant permits and comply with the regulatory requirements for the use of explosives.

CONTRACTOR shall ensure that every reasonable precaution and mitigation measures will be taken to ensure that CONTRACTOR personnel handling the explosives comply with established industry standards and best practices in the safe transportation, storage, handling and usage of explosives.

III-22.0 Driving Safety

CONTRACTOR's personnel traveling to and from work site(s) shall use proper means of transport. Such transport shall comply with the regulatory requirements. Transportation of personnel in open trucks is prohibited unless fitted with seats and approved by authority to carry passengers. CONTRACTOR shall be responsible to provide safe access and egress to the work site(s) for green field project. CONTRACTOR shall set allowable speed limit and place suitable road signs at the work site(s).

CONTRACTOR shall enhance the awareness of safe driving amongst its employees and SUB-CONTRACTOR(s) through provision of defensive driving training. This training shall include wearing of seat belt, observing speed limit, maintain good vehicle condition, driving defensively and possess valid driving license.

III-23.0 Transportation

Whether the travel is by land, sea or air, CONTRACTOR is obliged to follow both CLIENT and established industry guidelines for the safe transport of personnel and equipment. In the event that CLIENT is providing a means of transport for either personnel or equipment, then CONTRACTOR and SUB-CONTRACTOR(s)' personnel should adhere to the instructions and requirements of CLIENT.

III-24.0 Use of Public Road

CONTRACTOR shall keep public roads free from debris due to vehicle movement to and from the work site(s). CONTRACTOR shall provide washing facilities at site to clean vehicle tyres. In the event of spillage onto the road, CONTRACTOR shall undertake the cleaning at their own cost.

III-25.0 Lifting

All cranes supplied by CONTRACTOR shall have valid certificate of fitness issued by authority e.g. PMA certificate issued by DOLISA. All cranes shall be inspected, tested and witnessed by CLIENT competent person before putting them into service. All associated lifting equipment shall be inspected. CONTRACTOR shall inspect and maintain all cranes to ensure they are in safe working conditions. All defective cranes shall be taken out of service, repair or replace if necessary. Whenever there is any doubt on the integrity of the crane, load test shall be performed at CONTRACTOR's cost.

A color coding or similar system shall be used to identify inspected lifting appliance. CONTRACTOR shall seek approval from CLIENT on any heavy lifting.

- Lifting a single load of more than 10 tons OR
- Lifting load of weight more than 80% of rated capacity of the lifting equipment at the specified working radius and boom angle as per crane load chart

CONTRACTOR is responsible for ensuring that a competent and authorized operator operates any lifting device and that a signal man is designated to signal the operator as necessary to properly place and control the loads.

Prior to performing any lift, the operator shall determine the weight of the object being lifted and ensure that cables, lifting device, slings, wire ropes, chains etc. used are of a sufficient strength to support the weight of the load.

No worker shall be allowed under the load. Tag lines shall be used to guide and control the load where excessive movement is possible.

A competent worker shall inspect all wire rope, chains, and slings prior to performing any lift. Record of inspection shall be kept for CLIENT's review. During winch or tow, all personnel shall be clear of the 'whip area' of cable/rope under tension.

Certified 04 leg chain or 04 leg wire rope sling is required for lifting the generator/ compressor/ container. The designated 04 lifting points of the generator/ compressor/ container are certified for lifting the generator/ compressor/ container. In case the generator/ compressor is not designed with 04 lifting points, a certified lifting frame with 04 lifting points to cover the generator/compressor shall be applied for lifting.

III-26.0 Heavy Machinery

All CONTRACTOR vehicles on any work site(s) shall have proper insurance and maintain in safe operating conditions.

All heavy machinery shall be operated by competent and certified operators. They shall be operated in a safe manner and at a speed suited to the terrain and weather conditions.

All cranes, stringing trucks, heavy tracked equipment and machinery, welding rigs and all vehicles shall be fitted with reverse alarms.

Any vehicle with restricted vision shall not operate in the vicinity of workers, except under the direction of a designated worker who is ensuring that the path way is clear and safe.

III-27.0 Working at Height

When working at height more than 7.5 meters, CONTRACTOR shall provide suitable safety nets, which extends 2.5 meters beyond the edge of work level. The nets shall be sufficiently anchored using steel hooks or shackle. The net shall be inspected daily.

If safety nets cannot be used, CONTRACTOR shall provide fall protection devices such as full harness with double lanyards etc. to the workers. Fall protection is required when working above two (2) meters. Personnel using fall protection shall be trained on its use.

III-28.0 Air Hose

Air hose should not be used to clean any part of the body or clothing or use to blow off dirt on the floor.

III-29.0 Radiography

CONTRACTOR shall obtain a PTW c/w radiation certificate for radiography works. Extra precaution shall be taken to keep away all non-relevant personnel from the area. The area shall be isolated by visible barricades, signs, warning lights etc. The source shall be stored according to approved procedure. CONTRACTOR shall employ only qualified radiography operators for the job. Properly calibrated radiation survey meters shall be made available.

III-30.0 Job Safety Analysis (JSA)/ Job Hazard Analysis (JHA)

Prior to performance of WORKS, CONTRACTOR shall implement JSA/JHA as a safety precaution to eliminate or guard against hazards of a specified job. The JSA/JHA methodology shall include the following:

- Study the job and develop basic job steps
- Identify the hazards for each job step
- Identify the safety precautions and mitigation measures to be taken for each job step
- Record the JSA/JHA and brief all workers on the hazards, precautions and mitigations to be taken

III-31.0 HSE Inspection/Audit

Prior to commencement of WORKS, CONTRACTOR is required to inspect the work site(s) and equipment to ensure that WORKS can be performed safely. In addition, CONTRACTOR shall perform continuous HSE inspection/ audits throughout the WORKS and shall promptly implement all recommendations made pursuant to the said inspection/ audit. CLIENT shall have the right to conduct its own HSE Inspection/audit at the work site(s). CONTRACTOR shall comply with all recommendations arising from such inspection/ audit.

III-32.0 HSE Induction

32.1 Offshore Safety Passport (OSP)

CONTRACTOR shall comply with the CLIENT's Safety Passport guidelines.

- a. CONTRACTOR is obliged to request for the guidelines. CONTRACTOR must ensure that its personnel conversant of the guidelines
- b. Medical certificates must be issued by the approved institutions by CLIENT as listed in APPENDIX III-2. The format shall be applied as per APPENDIX III-3. If, in the opinion of the CLIENT, any personnel is considered not medically fit or refuses or fails to complete the CLIENT's Medical Questionnaire or undergo medical tests as may be required by the CLIENT, the CLIENT reserves the right to refuse permission for such personnel to be involved in the performance of the CONTRACT and the CLIENT shall not be liable for any costs arising directly or indirectly there from.
- c. Offshore safety training certificate must be issued by approved training centre of Offshore Petroleum Industry Training Organization (OPITO) accredited training establishments or as per requirement in the OSP guideline.
- d. The OSP is a requirement before any personnel is allowed to be on CLIENT's work site(s). Any exception shall require in written consent from CLIENT
- e. CONTRACTOR shall submit OSP application with offshore safety training certificate as well as medical certificate to CLIENT for OSP issuance. The OSP must be issued by CLIENT.

32.2 CONTRACTOR's Own Induction Program

CONTRACTOR shall implement a HSE induction for the site. CONTRACTOR shall identify its employees who will be required to attend the HSE induction program. The induction briefing shall be applicable to all CONTRACTOR's employees and SUB-CONTRACTOR(s)' employees. Briefing shall be done at site prior to the commencing of the WORKS.

Each worker who has attended and completed the HSE induction program shall be issued with a sticker to indicate that he has completed the HSE induction course. The sticker shall be displayed on the safety hat and worn at site.

III-33.0 Toolbox HSE Meeting

CONTRACTOR shall ensure that his appointed works supervisor hold 'tool box' safety meeting for about 5-10 minutes daily or prior to each shift. Specific topics shall include hazards relevant to current works, review of accidents, near misses and deficiencies and any new equipment or machinery. CONTRACTOR shall maintain records of attendance and submit to CLIENT as and when required.

III-34.0 HSE Meetings

CONTRACTOR shall form a HSE Committee at work site(s) and shall hold regular meetings, minimum monthly to create and maintain an active interest in HSE. The meeting shall be attended by CONTRACTOR's management and workers' representatives and chaired by CLIENT's site manager. Minutes of meeting shall be distributed to all attendees.

III-35.0 Occupational Health



CONTRACTOR shall ensure that all its employees and SUB-CONTRACTOR(s)' employees engaged in the work are medically fit for the job and healthy. Any medical diseases or disabilities which may adversely influence the employee's ability to perform his role in the work shall be reported to CLIENT prior to the commencement of the WORKS.

CONTRACTOR shall, at no cost to CLIENT, be responsible for the medical benefits of its own and SUB-CONTRACTOR(s)' employees. CONTRACTOR shall make necessary arrangements for medical consultation, treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies.

CONTRACTOR shall ensure that all of its employees and SUB-CONTRACTOR(s)' employees engaged in the work are free of any infectious diseases prior to going to CLIENT's offshore facilities. CONTRACTOR shall make necessary arrangements with its own expense for any infectious diseases Test/ Quarantine request following local authorities' instructions.

In case of emergencies, CLIENT may provide necessary emergency arrangements, the cost of which shall be reimbursed by CONTRACTOR.

CONTRACTOR shall, at its own expenses, have a fully equipped first aid station on site and make arrangement for availability of an ambulance. This station shall be manned during all working hours.

CONTRACTOR shall ensure that its personnel and SUB-CONTRACTOR(s)' personnel maintain a high standard of hygiene during execution of the WORKS.

CONTRACTOR shall provide where necessary sufficient hygienic drinking fluids and toilet facilities to meet health and related regulatory requirements.

III-35.1 Health Risk Assessment

CONTRACTOR shall identify and create an inventory of health hazards in the CONTRACTOR's workplace, assess the risk to health associated with exposure to these agents, decide on the control measures required if any, remove or reduce the risk to health to a level "as low as reasonably practicable" and consider any recovery measures needed to mitigate acute and/ or chronic health effects should control measures fail.

III-36.0 Drugs and Alcohol

The use, sale, dispensing or possession of drugs, narcotics and alcoholic beverages is prohibited on the sites and at any place where the WORKS are performed.

CONTRACTOR shall ensure that its personnel do not at any time, during the performance of the WORKS, partake, bring onto the work site(s), or be under the influence of any alcoholic liquor, drug or other intoxicating substance. This prohibition shall also cover all legal or prescription drug which may impair an employee's ability to perform his job safely. Employees who are found using or in possession of drugs at the work site(s) shall be terminated. CLIENT reserves the right to randomly require CONTRACTOR's employee, to undergo drug and alcohol tests at any time. Drugs and alcohol tests shall be conducted immediately after an incident. CONTRACTOR shall ensure that each and every person engaged by it or on its behalf to perform any element of the WORKS (including SUB-CONTRACTOR(s)) are advised on the local laws relating to the importation and/ or possession of drugs.

III-37.0 Environmental Management

CONTRACTOR shall establish and implement an environmental management plan that details the practices, procedures and control measures for effective management of environmental aspects, as required by the relevant authority and CLIENT.

Environmental aspects include, but not limited to:

- Use of resources, e.g. chemicals, water, energy, fuel etc.
- Air emissions



- Waste water discharges
- Public nuisance, e.g. noise, odour, dust, etc.
- Wastes generation

CONTRACTOR shall develop a waste management plan in accordance with any requirements from the CLIENT and the relevant authorities. This plan shall inventorise all types of wastes and states their method of disposal and make available before the commencement of any work. This plan shall be regularly updated as conditions change. CONTRACTOR shall handle, sort and dispose all types of wastes in conformance with the relevant procedures, laws and regulations and at no additional cost to CLIENT.

CONTRACTOR shall ensure spill prevention is practiced and in place, where necessary. E.g. chemicals/ fuel are stored in durable containers, secondary containment at the chemical/ fuel storage area and during handling of chemicals/ fuel, etc.

III-38.0 Security

CONTRACTOR shall provide adequate number of security personnel and security measures to safeguard the work site(s) from any threat, damage or theft of properties. CONTRACTOR security personnel shall be equipped with communication equipment and able to contact police and other emergency units as and when required.

CONTRACTOR shall provide shelter, facilities and amenities to enable security functions or duties to be performed satisfactorily to the requirements of CLIENT.

III-39.0 Emergency Response Preparedness

CONTRACTOR, at its own cost, shall ensure there is adequate emergency response capability at site, which shall include at least the following;

- Emergency response procedures
- Fire-fighting equipment
- Fire prevention program
- First aid medical facilities

CONTRACTOR's personnel shall be trained and competent in the use of firefighting equipment.

CONTRACTOR shall also ensure its first aiders are trained and competent to render such WORKS.

III-40.0 CONTRACTOR Training Records

CONTRACTOR shall provide adequate training to all its personnel to ensure that they have sufficient knowledge and skill to undertake the assigned tasks. CONTRACTOR shall establish a document control system to maintain their training records.

III-41.0 HSE Performance Targets

In line with CLIENT's HSE policy, objectives and performance targets, CONTRACTOR shall set appropriate HSE objectives, develop and implement HSE programs to achieve the set performance targets.

III-42.0 CONTRACTOR HSE Performance Reports

CONTRACTOR shall compile and submit monthly HSE performance report to CLIENT. CONTRACTOR shall ensure all HSE performance reports and records are maintained and updated as and when required.

III-43.0 Incident Investigation and Reporting

CONTRACTOR shall develop an incident reporting and investigation system, which is compatible with CLIENT's requirements. Any incident involving CLIENT, CONTRACTOR's, SUB-CONTRACTOR(s)' or any third party's personnel, plant or equipment, shall be immediately reported to CLIENT, irrespective of whether there is injury to personnel or damage to plant or equipment.

All incidents that resulted in or have the potential to cause serious injuries or property damage shall be suitably investigated by CONTRACTOR and reported to CLIENT. CONTRACTOR shall keep a copy of the report at site. Any accidents result in fatality(es) and/ or two (02) or more major injuries shall be notified, investigated and reported in accordance with applicable legislation

Upon completion of the WORKS under the CONTRACT and/ or on an annual basis, CONTRACTOR shall prepare a close-out report of its HSE performance complete with incidents statistics.

III-44.0 HSE Statistics Board

In line with CLIENT's objective to promote safety awareness and safe working practices amongst all employees and CONTRACTOR's PERSONNEL, CONTRACTOR shall install a HSE Performance Scoreboard to highlight achievement/ milestone of safe working hours of employees.

CONTRACTOR shall install the above at each site office. The HSE Performance Scoreboard shall be of acceptable material and shall contain the following information as a minimum

Name of CONTRACTOR _____
 Date (Start of WORKS) _____
 HSE Targets for This Project _____
 Best Achievement (Manhours, Year) _____
 Current Manhours Achieved (Manhours, Year) _____
 Date of Last Loss Time Incident _____
 Total Number of Loss Time Incidents to-date _____

All lettering in the HSE Performance Scoreboard shall be of suitable sizes and shall be visible from at least 10 meters distance.

III-45.0 Environmental Hazardous Substance (EHS)

CONTRACTOR shall ensure that EHS listed in table below shall not be used at all time when working with CLIENT.

Type of EHS	Reference	Category of Use	Chemicals
Ozone-depleting substances (ODS)	Montreal Protocol	Refrigerant	Trichlorofluoromethane (CFC-11) Dichlorofluoromethane (CFC-12) Trichlorotrifluoroethane (CFC-113) Dichlorotetrafluoroethane (CFC-114) Chloropentafluoroethane (CFC-115)
		Fire retardant	Bromochlorodifluoromethane (halon-1211) Bromotrifluoromethane (halon-1301) Dibromotetrafluoroethane (halon-2402)
		Industrial chemicals	Carbon tetrachloride 1.1.1-trichloroethane (methyl-chloroform)
		Propellants and Blowing Agents	Chlorotrifluoromethane (CFC-13) Pentachlorofluoroethane (CFC-111) Tetrachlorodifluoroethane (CFC-112) Heptachlorofluoropropane (CFC-211) Hexachlorodifluoropropane (CFC-212) Pentachlorotrifluoropropane (CFC-213) Tetrachlorotetrafluoropropane (CFC-214) Trichloropentafluoropropane (CFC-215) Dichlorohexafluoropropane (CFC-216) Chloroheptafluoropropane (CFC-217)



	Chemical Splash Goggle Face Shield Welding Goggles	Goggles with hooded ventilation - 2 (face shield (9) in combination with safety glasses - 4, 5) ANSI Z87.1-68 Goggles or Safety glasses - 1,3, 4, 5 (for severe exposure face shield - 9) ANSI Z 89.1 Welding goggles with tinted lenses 6, 7, 8 (for severe exposure face shield - 9) ANSI Z 87.1-68, ANSI Z 87.1-79
8	Safety Harness	The harnesses shall be constructed of shock-absorbing material e.g. Webbing manufactured from synthetic fibre. Similar, safety lanyards shall also be of synthetic fibres e.g. Polyamide, nylon or polyester. To reduce possible injuries to the users from decelerating forces, safety harnesses, the leg and shoulder load-carrying straps at least 38mm (1.5 inches) wide. Each safety harness shall be provided with one or more D-rings suitably positioned for attachment to two safety lanyards. They shall withstand a 5000 lb(2300 kg) force without breaking or cracking. Buckles should be of a universal-friction type. Harnesses with load-bearing single-insertion type buckles are not permitted. Snap hooks for safety lanyards shall be of the self-closing type and shall be designed so that disengagement of each of the latches requires a deliberate action. All harnesses and safety lanyards shall carry test certificates or certificates of compliance with the standards to which they are manufactured. Two types of safety harnesses are recommended and they are classified according to their intended use:- Chest Harness - Class II Body Harness - Class III AS1891, BS1397, MS707, LS 954-lanyard
9	Personal Floatation Devices (PFD's) Life Jacket Work Vest	It is intended as an aid to turn an unconscious person in the water from a face down position to a vertical and slightly backward position which greatly increases the chance of survival Type 1 PFD USGC (US Coast Guard) It is intended as an aid to floatation should the wearer fall into the water. Type V PFD USGC (US Coast Guard)
10	Breathing Apparatus	BS 4667, NIOSH
11	Self-Contained Breathing Apparatus	NIOSH, ANSI, AS, BS
12	Other Respirator for protection from: - dust - vapour - etc.	BS 2091, NISOH, EN 149
13	Fire Fighting Suits	NFPA 1971, NBSIR 75, US OSHA CFR 1010 VOL 45

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APPENDIX III-2

LIST OF APPROVED MEDICAL EXAMINERS


Vietnam Approved Medical Examiner List

No.	Clinic Name	Address
VO01	Victoria Healthcare Clinic	135A, Nguyen Van Troi St., Ward 12, Phu Nhuan District, HCMC, VN
VO02	International SOS – HCM City	167A Nam Ky Khoi Nghia Str., Dist 3, HCMC
VO03	International SOS – Vung Tau City	01 Le Ngoc Han Str., Vung Tau City
VO04	Vietsovetro	02 Pasteur, Ward 7, Vung Tau City
VO05	Care 1 Clinic	91 Nguyen Huu Canh, Binh Thanh District, Ho Chi Minh City
VO06	Vinmec Hospital	208 Nguyen Huu Canh, Ward Binh Thanh district, Ho Chi Minh City



APPENDIX III-3


OFFSHORE MEDICAL ASSESSMENT FORMAT

	<p>CONFIDENTIAL OFFSHORE MEDICAL ASSESSMENT FORM QUESTIONNAIRE FOR EXAMINEE TO BE COMPLETED AND SIGNED BY THE EXAMINEE</p>	<p>Photo</p>			
A. PERSONAL DATA					
Full Name: (As in the I/C or Passport)	Staff IC/Passport No.:	For Office Use: Record No.: Date Received:			
Place of Examination: Date:	Birth of Date (dd/mm/yy): Country of Birth:	Religion: Nationality:			
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Married Status:	Children:			
B. MEDICAL HISTORY					
Has Examinee Ever Suffer From or Been Told He Had Any Of The Following Condition?					
	Yes	No		Yes	No
1	Eye trouble (Bệnh về mắt)		24	Sleep disorder (Mất ngủ)	
2	Ear, nose, throat trouble (Bệnh về tai, mũi, họng)		25	Dizziness/Fainting (Chóng mặt/Ngất)	
3	Neck swelling/gland (Hạch ở cổ)		26	Loss of consciousness (Mất ý thức)	
4	Headache/migraine (Đau đầu/nửa đầu)		27	Epilepsy (Động kinh)	
5	Asthma/Bronchitis (Hen/Viêm phế quản)		28	Rheumatic fever (Thấp tim)	
6	Serious chest pain (Đau ngực nặng)		29	High blood pressure (Huyết áp cao)	
7	Heart disease (Bệnh tim)		30	Blood in urine (Tiểu ra máu)	
8	Abnormal heart beat (Nhịp tim bất thường)		31	Joint/Spinal trouble (Bệnh khớp/cột sống)	
9	Tuberculosis (Lao phổi)		32	Surgical operation (Phẫu thuật)	
10	Thyroid problem (Bệnh tuyến giáp)		33	Serious accident (Tai nạn nặng)	
11	Blood disorder (Bệnh về máu)		34	Fear of height (Sợ độ cao)	
12	Varicose (Giãn tĩnh mạch)		35	Balance problem (Rối loạn thăng bằng)	
13	Shortness of breath (Khó thở)		36	Mental depression (Suy sụp tinh thần)	
14	Coughed/Vomited blood (Ho/Ói ra máu)		37	Psychiatric disorder (Rối loạn tâm thần)	
15	Serious abdominal pain (Đau bụng nặng)		38	Neurological disorder (Rối loạn thần kinh)	
16	Ulcer/Dis. of stomach (Viêm loét dạ dày)		39	Urine disorder (Rối loạn tiểu tiện)	
17	Jaundice/Hepatitis (Vàng da/Viêm gan)		40	Kidney disease (Bệnh thận)	
18	Gall balader/liver dis. (Bệnh gan/mật)		41	Infectious disease (Bệnh lây nhiễm)	
19	Diabete (Bệnh tiểu đường)		42	Lump/cancer (Khối u/lung thư)	
20	Digestive disorder (Rối loạn tiêu hóa)		43	Marked change in weight (Thay đổi trọng lượng cơ thể bất thường)	
21	Blood in stools (Máu trong phân)		44	Gynecological disorder (Bệnh phụ khoa)	
22	Allergies (Dị ứng)		45	Pregnancy (Có thai)	
23	Any skin trouble (Bệnh ngoài da)		46	Other (Khác)	
47	Has the Examinee been admitted to hospital (other than child birth)?				
	If YES, pls indicate:				
	Name and place of hospital:	Date of Admission:	Diagnosis:		
48	Please circle your blood group (if known): <input type="checkbox"/> O <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> AB				
C. FAMILY HISTORY					
<input type="checkbox"/> Diabetes <input type="checkbox"/> Tuberculosis <input type="checkbox"/> Epilepsy Stroke <input type="checkbox"/> Cancer <input type="checkbox"/> Heart Disease <input type="checkbox"/> High Blood Pressure <input type="checkbox"/> Asthma <input type="checkbox"/> Blood Disease <input type="checkbox"/> Eczema <input type="checkbox"/> Other _____					
D. OCCUPATIONAL HISTORY					
(All your previous main occupations)					

I declare that that above statement to be true to the best of my knowledge. I hereby consent to medical examination record retention and release of medical information to my employer.

Signature: _____ Name: _____ Date: _____

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		CONFIDENTIAL OFFSHORE MEDICAL ASSESSMENT FORM TO BE COMPLETED AND SIGNED BY THE EXAMINER				Photo							
		Pulse		Blood Pressure (mmHg)		Height (cm)		Weight (kg)					
Hearing		Left		Right		Vision		Left		Right			
Near						No spectacles							
Distance						With spectacles							
						Color vision							
No.		Examined Organs				Status		MEDICAL EXAMINATION – DETAILED OF FINDINGS					
1	Eyes and Pupils												
2	Ear/Nose/Throat												
3	Teeth/Mouth												
4	Lung/Chest												
5	Cardiovascular System												
6	Abdominal Viscera												
7	Hernia Orifices												
8	Anus/Rectum												
9	Genito/Urinary												
10	Extremities												
11	Musculo/Skeletal												
12	Skin and Varicose Veins												
13	Neurological												
14	Breast												
15	Other												
N: Normal / A: Abnormal													
N		A		No.		Tests				ABNORMAL INVESTIGATION FINDINGS IN DETAILS			
				1	Blood count/Blood Group								
				2	Urine Analysis								
				3	Chest X-ray								
				4	Serum Lipid Profile								
				5	E.C.G								
				6	HbsAg								
				7	Urine Drugs								
				8	Acid Uric								
				9	Glucose								
				10	VDRL								
				11	Abdominal Ultrasound								
				12	Audiogram								
				13	FVC/FEV (Vitalograph)								
Medical Fitness Assessment													
1. Is fit to work offshore <input type="checkbox"/>													
2. If fit to work offshore with restriction <input type="checkbox"/>													
3. Is unfit to work offshore <input type="checkbox"/>													
Remarks:.....													
.....													

AME Signature: _____ Name: _____ AME Stamp: _____ Date: _____

PLEASE RETURN A DUPLICATE COPY TO DEPARTMENT REQUESTING THE ASSESSMENT



APPENDIX III-4

OPITO TRAINING INSTITUTIONS IN VIETNAM

No.	Training Center	Courses
1	PVD Training Center	Safety Sea Survival Fire Fighting HUET
2	VSP Training Center	Safety Sea Survival Fire Fighting HUET
3	PVMTC Training Center	Safety Sea Survival Fire Fighting HUET

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DEFINITION OF ACCIDENT TYPE

1. LOST TIME INJURY (LTI)

Any work related injury or illness which renders the injured person unable to perform his normal duties, on any day immediately following the day of the accident. It can be divided into four categories:

i) **Fatality**

Death due to work related injury or illness regardless of the time between injury or illness and death.

ii) **Permanent Total Disability**

A work related injury which incapacitates a person permanently and results in termination of employment.

iii) **Permanent Partial Disability**

A work related injury which results in the complete loss or permanent loss of use of any member or part of the body or any permanent impairment of functions of parts of the body, regardless of any pre-existing disability of the injured member or impaired body function.

iv) **Lost Workday Case**

A work related injury or illness other than a Permanent Partial Disability which renders the injured person temporarily unable to perform his normal duties, on any day immediately following the day of the accident.

$$\text{LTI FREQUENCY RATE} = \frac{\text{No. of LTI} * 1,000,000}{\text{Man-hours Worked}}$$

$$\text{LTI SEVERITY RATE} = \frac{\text{No. of Days Lost} * 1,000,000}{\text{Man-hours Worked}}$$

2. NON LOST TIME INJURY (NLT)

Any work related injury or illness other Lost Time Injury. It can further divided into three categories:

i) **Restricted Work Case**

A work related injury or illness which requires the person to be treated by doctor and is declared fit to return to do part of his normal work on restricted or light duties on the day immediately after following the accident/injury. (N/B. Restricted activity/light duties must be within the injured person's normal scope of work.)

ii) **Medical Treatment Case**

A work related injury or illness that involves neither lost workdays nor restricted workdays but which requires the injured to be treated by or under the specific orders of a physician or could be considered as being in the province of a physician.

iii) **First Aid Injury**

A work related injury or illness which requires minor treatment or subsequent observation of minor scratches, cuts, burns, splinters and so forth which do not ordinarily require medical care even though such treatment is provided by a physician or registered

professional personnel, and the injured is able to resume his normal job function immediately after treatment.

3. **FIRE/EXPLOSION**

Any event involving fire/ explosion.

4. **PROPERTY LOSS/ DAMAGE**

Any accident which involves property damage/loss other than a fire or explosion.

5. **OIL SPILL**

Any accident involving spillage or release of oil and/or chemicals which cause pollution of air, water or ground.

6. **NEAR MISS**

Any event or condition which whilst not resulting in injury to person or loss or damage to equipment, plant or property, or pollution to the environment is recognised as having the potential to cause injury and/or property damage.



EXHIBIT IV
CONSEQUENCE MANAGEMENT FOR HEALTH, SAFETY AND ENVIRONMENT (HSE)
NON-COMPLIANCES

EXHIBIT IV

**CONSEQUENCE MANAGEMENT FOR HEALTH, SAFETY AND ENVIRONMENT (HSE)
NON-COMPLIANCES**

IV-1.0 List of HSE Non-compliances

IV-2.0 Consequence Management for HSE Non-compliances

IV-3.0 Process Flow on Consequence Management for HSE Non-compliances



EXHIBIT IV

**CONSEQUENCE MANAGEMENT FOR HEALTH, SAFETY AND ENVIRONMENT (HSE)
NON-COMPLIANCES**

IV-1.0 LIST OF HSE NON-COMPLIANCES

No	HSE Non-compliances	Example of Cases	Category of Non-Compliances	Remark
1	PTW	1.1 Working without Permit To Work (PTW) (ZeTo Rule 1) 1.2 Working with expired PTW (ZeTo Rule 1) 1.3 Non-compliance with PTW requirements 1.4 Completing work without PTW handback 1.5 Damaged or loss of PTW	Major Major Major Major Minor	
2	Energy Isolation	2.1 Failing to verify energy isolation before starting work (ZeTo Rule 2) 2.2 Working with expired Physical Isolation Certificate (PIC)/ Electrical Isolation Certificate (EIC)/ Radiation Certificate 2.3 Non-compliance with PIC/ EIC/ Radiation Certificate requirements 2.4 Damaged or loss of PIC/ EIC/ Radiation Certificate	Major Major Major Minor	
3	Safety Equipment Bypass	3.1 Failing to obtain authorization before overriding or disabling safety critical equipment (ZeTo Rule 3) 3.2 Working with expired Safety Critical Equipment (SCE) Bypass Certificate 3.3 Non-compliance with SCE Bypass Certificate requirements 3.4 Damaged or loss of SCE Bypass Certificate	Major Major Major Minor	
4	Working in Confined Space	4.1 Failing to obtain authorization before entering a confined space (ZeTo Rule 4) 4.2 Working with expired Confined Space Entry (CSE) Certificate & CSE Checklist 4.3 Non-compliance with CSE Certificate & CSE Checklist requirements 4.4 Damaged or loss of CSE Certificate & CSE Checklist	Major Major Major Minor	
5	Working at Height	5.1 Failing to protect yourself against a fall when working at height (ZeTo Rule 5)	Major	
6	Chemical Handling	6.1 Failing to use personal protective equipment when handling hazardous chemicals (ZeTo Rule 6) 6.2 Bilangual (Vietnamese & English) MSDS is not available at site 6.3 Handling chemical but not be trained	Major Major Major	
7	Excavation	7.1 Failing to obtain authorization before excavation or entering a trench (ZeTo Rule 7) 7.2 Working with expired Excavation Certificate 7.3 Non-compliance with Excavation Certificate requirements 7.4 Damaged or loss of Excavation Certificate	Major Major Major Minor	
8	Lifting Operations	8.1 Position yourself under a suspended load (ZeTo Rule 8) 8.2 Working with expired Lifting Certificate 8.3 Non-compliance with Lifting Certificate requirements 8.4 Damaged or loss of Lifting Certificate 8.5 Non-compliance with safe lifting operation	Major Major Major Minor Major	

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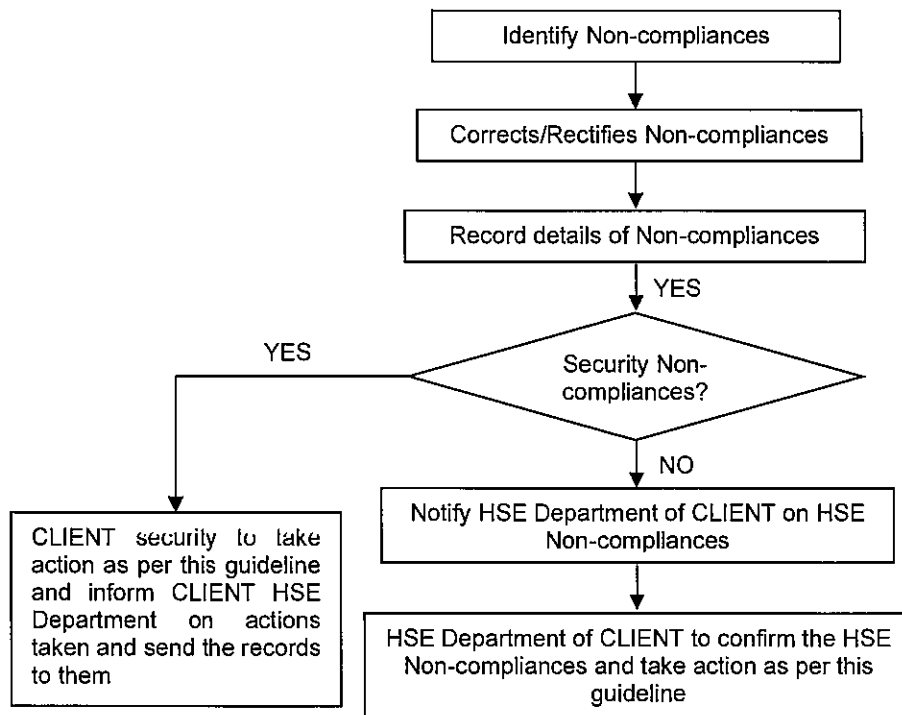
No	HSE Non-compliances	Example of Cases	Category of Non-Compliances	Remark
		requirements		
9	Ignition Source Control	9.1 Smoking outside designated areas in the process area (ZeTo Rule 9) 9.2 Bringing potential ignition sources into process area without authorization (ZeTo Rule 9) 9.3 Non-compliance with Hot Work Permit requirements 9.4 Damaged or loss of Hot Work Permit	Major Major Major Minor	
10	Driving	10.1 Using your mobile phone/ walkie-talkie while driving (ZeTo Rule 10) 10.2 Failing to follow speed limit (ZeTo Rule 10) 10.3 Failing to use seatbelt (ZeTo rule 10) 10.4 Traffic violations e.g. driving/ operating vehicle without license 10.5 Non-compliance with Road Obstruction Certificate requirements 10.6 Parking violation e.g. unauthorized zone, obstructed other traffic, access way 10.7 Overloading/ transport material or passengers in unsafe manner	Major Major Major Major Minor Minor	
11	Regulatory non-compliance	11.1 Non-compliance with regulatory requirements e.g. Local Legislation, Occupational Safety and Health Act, Environment Quality Act, Factories and Machinery Act, Atomic Energy Licensing Act, Fire Services Act etc. that may expose CLIENT to stop work order, written warning or fines	Major	
12	Operating Procedures/ Manuals	12.1 Failing to train personnel on operating procedures/ manuals prior to commencement of the work 12.2 Failing to follow operating procedures/ manuals	Major Major	
13	Substance Misuse	13.1 Tested positive for Alcohol 13.2 Tested positive for prohibited drugs	Major Major	For drug case, samples shall be sent to CLIENT approved laboratory for confirmation. Personnel shall be banned temporarily until final test result is received.
14	Plant and Emergency Equipment	14.1 Tampering with/ Damaging plant or emergency equipment	Major	
15	Criminal/ civil offenses	15.1 Criminal/ civil offenses committed anywhere within the site – e.g. gambling, theft, falsification of documents, harassment, vandalism, sabotage or fighting.	Major	
16	Sleeping/ Horseplay	16.1 Sleeping while on duty/ Horseplay	Major	
17	Tools &	17.1 Misusing/ Modifying/ tools or equipment/ Using	Major	

No	HSE Non-compliances	Example of Cases	Category of Non-Compliances	Remark
	Equipment	substandard tools or equipment		
18	Personal Protective Equipment (PPE)	18.1 Failing to use/ Misusing/ Modifying PPE/ Using substandard PPE	Major	
19	Risk Management	19.1 Failing to identify hazards and assess risks of activities and process prior to commencement of the work	Major	
20	Management of Change	20.1 Failing to manage changes, e.g. engineering change, organization change and procedure change.	Major	
21	Waste	21.1 Failing in waste segregation, e.g. hazardous waste mixed with non-hazardous waste	Minor	
		21.2 Failing in storing of waste, e.g hazardous waste stored in open environment that can lead to leakage	Minor	
22	Others	21.1 Any non-compliance not listed above		Decision made by CLIENT

IV-2.0 CONSEQUENCE MANAGEMENT FOR HSE NON-COMPLIANCES

Type of Non-Compliances	CONTRACTOR's Personnel	Remark
Minor	1 st offence – verbal warning/ counselling 2 nd offence – 1 day suspension from entering CLIENT facility 3 rd offence – suspension up to 7 days from entering CLIENT facility	Repeated Minor offence for more than 3 times will escalate to Major Offence
Major	1 st offence – suspension up to 1 month from entering CLIENT facility 2 nd offence – Ban from entering CLIENT facility	

IV-3.0 PROCESS FLOW ON CONSEQUENCE MANAGEMENT FOR HSE NON-COMPLIANCES



(Handwritten mark)

EXHIBIT V
ADMINISTRATIVE PROCEDURES

EXHIBIT V

ADMINISTRATIVE PROCEDURES

V- 1.0 GENERAL

V-1.1 CONTRACTOR'S REPRESENTATIVE

CONTRACTOR hereby designates, _____, as CONTRACTOR's Representative.

V-1.2 CONTRACTOR'S ADMINISTRATOR

CONTRACTOR hereby designates, _____, as CONTRACTOR's Administrator.

V-1.3 CLIENT'S REPRESENTATIVE

CLIENT hereby designates, _____ as CLIENT's Representative.

V-1.4 CLIENT'S ADMINISTRATOR

CLIENT hereby designates, _____ as CLIENT's Administrator.

V-1.5 CLIENT'S SUPPLY BASE(S)

Supply Base(s) in Vung Tau or any other location as directed by CLIENT.

V-1.6 CLIENT'S OPERATIONS OFFICE

PVEP-KHANH MY

19th Floor, Victory Tower, 12 Tan Trao Street, Tan Phu Ward, District 7, Ho Chi Minh City, S. R. Vietnam

V-1.7 CONTRACTOR'S OPERATIONS OFFICE

(Bidder to specify) _____

V-1.8 MOBILIZATION AND DEMOBILIZATION

- Mobilization/ Demobilization Site for onshore works:
- Mobilization/ Demobilization Site for offshore works:
- Work Site(s):

V-1.9 DELIVERY TERM FOR MATERIALS/TOOLS/EQUIPMENT

All CONTRACTOR's materials/tools/equipment shall be delivered on DDP, CLIENT's Warehouse, PTSC Supply Base, Vung Tau City, S.R. Vietnam, INCOTERMS 2010.

V- 2.0 INVOICING AND PAYMENT 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):

V-2.1 Invoices for WORK performed shall be submitted in the invoicing format given in APPENDIX V-7 together with a copy of the Billing Statement per APPENDIX V-8 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. Undisputed invoice shall be submitted in the format mentioned above and together with appropriate supporting documents including:

- Copy of CONTRACT
- Copy of RELEASE ORDER (Not applicable)
- Delivery/Handover Note



- WORK Completion Form duly signed by CLIENT's Representative upon completion of the WORK as per EXHIBIT VI.
- V-2.2 Invoicing and payment procedures requirements shall be in accordance with ARTICLE 7 – INVOICING AND PAYMENTS of this CONTRACT's Terms and Conditions and APPENDIX V-1 Invoicing and Payment Process Flow.V-1.3 Invoices shall be submitted as per rates in EXHIBIT II – SCHEDULE OF RATES in accordance with ARTICLE 7 - INVOICING AND PAYMENT of the TERMS AND CONDITIONS.
- V-2.4 All invoices shall be prepared on CONTRACTOR's letterhead. The letterhead shall include the name of the company, current address, telephone and facsimile numbers.
- V-2.5 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 WORK are performed.
- V-2.6 CLIENT's Information for invoice issuance is as follows:
- Chi nhánh Điều hành Dầu khí Khánh Mỹ – Công ty TNHH - Tổng Công ty Thăm dò Khai thác Dầu khí (Lô 46/13)
Tầng 21, Tòa nhà Victory, số 12 đường Tân Trào, Phường Tân Phú, Quận 7, Thành phố Hồ Chí Minh, Việt Nam
MST: 0106596135**
- V-2.7 Debit Invoice and Credit Invoice shall be numbered differentially to distinguish between them.
- V-2.8 No payment instruction which conflict with this CONTRACT shall be shown on the invoices. If any such conflict exists, the CONTRACT shall govern.
- V-2.9 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.
- V-2.10 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's Administrator.
- V-2.11 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 Representative(s).

V-3.0 RELEASE ORDER (RO) (NOT APPLICABLE)

Request for WORK to be furnished pursuant to this CONTRACT may be made to CONTRACTOR's Representative(s) from CLIENT's Representative(s). Such requests shall be confirmed in writing using RELEASE ORDER (RO) FORM shown in APPENDIX V-2. The RO must be documented in CONTRACTOR's invoice to CLIENT. Any invoice without the approved RO shall be rejected.

The RO shall state the scope of equipment/materials/services, work site(s), commencement date, applicable rates, reimbursable cost to CONTRACTOR by CLIENT and other details with respect to the RO and should there be a conflict, the CONTRACT shall prevail.

V-4.0 CONTRACT CLOSURE

CONTRACTOR shall submit to CLIENT a Contract Closure Letter and Contract Closure Certificate as per format shown in APPENDIX V-3 and APPENDIX V-4 respectively.

V-5.0 LIST OF PERSONNEL

CONTRACTOR shall submit the list of all CONTRACTOR's and its SUB-CONTRACTOR(s)' personnel who have worked for CLIENT attached to payment document relating to manpower services specified in APPENDIX V-5.

V- 6.0 TAX EXEMPTION

Where CONTRACTOR is claiming any tax benefits and/or exemption in relation to payment due to CONTRACTOR under this CONTRACT in accordance with Double Taxation Agreement, CONTRACTOR is required to provide its original certificate of residence issued by CONTRACTOR's Tax Authorities that has been legalized and Tax Exemption Notice specified in APPENDIX V-6 within fifteen (15) days from CONTRACT signing date, in the absence of which, CLIENT shall withhold TAXES from all payments due to CONTRACTOR under this CONTRACT. CLIENT shall not be responsible if CONTRACTOR not qualify to be entitled to any tax benefits and/or exemption according to Double Taxation Agreement.

V-7.0 CONTRACTOR PERFORMANCE EVALUATION

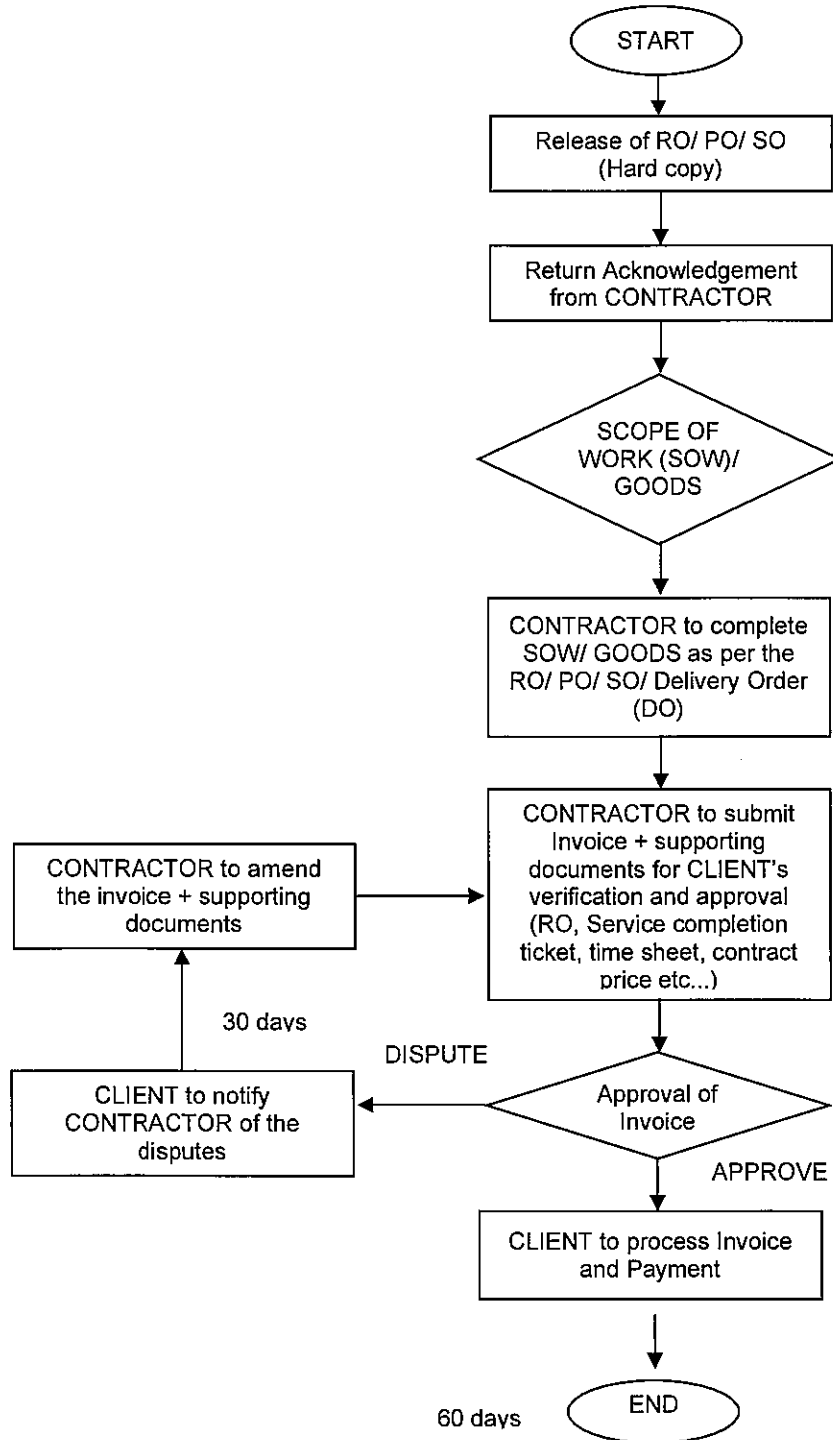
CLIENT shall continuously evaluate the performance of CONTRACTOR pursuant to the scope of supply stated in this CONTRACT throughout the term of CONTRACT duration.

V-8.0 INVOICES AND APPLICABLE SUPPORTING DOCUMENTS

CONTRACTOR shall submit invoices with all supporting documents as specified in APPENDIX V-9.

APPENDIX V-1

INVOICING AND PAYMENT PROCESS FLOW



APPENDIX V-2 (NOT APPLICABLE)

RELEASE ORDER FORM

CONTRACTOR

Address: _____

Your vendor number with us:

Release order

RO number/ date: _____

Contact person/ Telephone: _____ / _____

Our fax number: _____

Our Reference: _____

RE: Release Order for the stated items with the following Terms and Conditions.

Terms of payt.: Within 60 days Due net

Currency: Vietnam Dong

Item	Quantity	Unit	Descriptions	Unit Price	Net Value
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Delivery Date: _____

Rel. ord. against contract _____ Item _____

Total Order value USD (VND)

Approved By

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APPENDIX V-3

CONTRACT CLOSURE LETTER FORM

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 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 V-4

CONTRACT CLOSURE CERTIFICATE FORM

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 CONTRACT, 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.

CONTRACTOR agrees to indemnify and hold CLIENT harmless from and against all cost, losses, damages, claims from any cause of action, judgements and expenses, including legal costs arising out of or in connections with claims against CLIENT which claims arise of the supply of the GOODS under CONTRACT and which may be asserted by CONTRACTOR or any of its SUB-CONTRACTOR(s) or any of their representatives, officers, agents or employees.

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

Executed this _____ day of _____ 20____.
For and on behalf of (Name of CONTRACTOR)

Signature

Name



APPENDIX V-5

LIST OF CONTRACTOR PERSONNEL WORK FOR CLIENT

CONTRACTOR Name:
 Address:
 Telephone No.:

Date:
 Attention:

.....{CONTRACTOR Name}.....would like to provide the list of personnel who take part in the CONTRACT No., signing date, work for CLIENT in Vietnam. CONTRACTOR pays directly salary to these employees as follows:

No.	Full Name	Date of Birth	Nationality	Passport/ID	Resident Address	Working Date		Job Description
						Beginning	Finishing	

Note: Photocopy the passport and attach this file when send to CLIENT.

Prepared by:

Approved by:

(Signature, Full Name and Stamp)

APPENDIX V-6

**THÔNG BÁO
NOTICE**

Áp dụng miễn, giảm thuế theo Hiệp định giữa Việt Nam và (tên Nước/Vùng lãnh thổ ký kết) đối với
Applying for tax exemption or reduction under the Avoidance of Double Taxation Agreement between Vietnam
and (name of the Contracting State/Party) for

Tổ chức (Entity) Cá nhân (Individual) Tổ chức và cá nhân (Both)

**1. Đối tượng được miễn, giảm thuế theo Hiệp định:
Beneficial owner entitled to tax exemption, reduction under the Agreement**

	A. Tổ chức (Entity): <input type="checkbox"/>	B. Cá nhân (Individual): <input type="checkbox"/>
1.1	Tên đầy đủ:(viết hoa) Full name:(in capitals) A. Giấy phép kinh doanh hoặc Giấy phép hành nghề Business license or Profession license/Work permit B. Hộ chiếu Passport Số (No.): Ngày cấp:...../...../..... tại Cơ quan cấp..... Date of issue in issuing agency	
1.2	Tên sử dụng trong giao dịch (nếu là tổ chức) Name used in transaction (for entity only)	
1.3.a	Địa chỉ tại Việt Nam:..... Address in Vietnam Số điện thoại (Tel):..... Số Fax (Fax): E-mail: Địa chỉ trên là (The above address is): A. Văn phòng ĐD <input type="checkbox"/> B. Cơ sở thường trú <input type="checkbox"/> B. Nơi làm việc <input type="checkbox"/> B. Nơi lưu trú <input type="checkbox"/> Rep Office Permanent Establishment Workplace Domicile AB. Khác <input type="checkbox"/> Nếu rõ:..... Other Specify	
1.3.b	Địa chỉ giao dịch hoặc làm việc tại Việt Nam (nếu khác với địa chỉ nêu trên)..... Address of transaction or of work in Vietnam (if other than the above address) Số điện thoại (Tel):..... Số Fax (Fax): E-mail:	
1.4	Mã số thuế tại Việt Nam: Tax identification number in Vietnam Nếu không có nêu lí do If there is no TIN, state the reason	
1.5	Thời gian dự kiến thực hiện hoạt động (hoặc ở) tại Việt Nam: Expected duration of operation carried out (or stay) in Vietnam	
1.6	Quốc tịch: Nước ký kết <input type="checkbox"/> Nước khác <input type="checkbox"/> Nationality Contracting State Other	
1.7	Địa chỉ tại Nước ký kết: Address in Contracting State Số điện thoại (Tel):..... Số Fax (Fax): E-mail: Địa chỉ trên là (The above address is): Nơi làm việc <input type="checkbox"/> Nơi thường trú <input type="checkbox"/> Khác <input type="checkbox"/> Nếu rõ: Workplace Domicile Other Specify	
1.8	Tư cách pháp lý tại Nước ký kết (Legal status): A. Pháp nhân (Entity) <input type="checkbox"/> B. Cá nhân (Individual) <input type="checkbox"/> A. Liên danh không tạo pháp nhân <input type="checkbox"/> AB. Khác (Nếu rõ.....) Partnership not forming legal entity Other (Specify) <input type="checkbox"/>	
1.9	Mã số thuế tại Nước ký kết..... Tax Identification Number (TIN) in Contracting State Nếu không có nêu lí do If there is no TIN, state the reason	

**2. Đại diện được uỷ quyền:
Authorized representative**

2.1	Tên đầy đủ: (viết hoa) Full name: (in capitals) A. Giấy phép kinh doanh hoặc Giấy phép hành nghề <input type="checkbox"/> <i>Business license or Profession license/Work permit</i> B. Hộ chiếu <input type="checkbox"/> B. CMND <input type="checkbox"/> <i>Passport ID</i> AB. Khác (nếu rõ) <input type="checkbox"/> <i>Other (Specify)</i> Số (No.): Ngày cấp:/...../..... tại Cơ quan cấp: <i>Date of issue in issuing agency</i>		
2.2	Địa chỉ (address): Số điện thoại (Tel): Số Fax: Email:		
2.3	Mã số thuế: Tax identification number Nếu không có nêu lí do If there is no TIN, state the reason		
2.4	Giấy uỷ quyền số: ngày Letter of attorney dated		
2.5	Tư cách pháp lý (Legal status)		
	A. Pháp nhân (Entity) <input type="checkbox"/>	<input type="checkbox"/>	B. Cá nhân hành nghề độc lập <i>Individual carrying on independent service</i> <input type="checkbox"/>
	A. Liên doanh không tạo thành pháp nhân <i>Partnership not forming legal entity</i> <input type="checkbox"/>	<input type="checkbox"/>	AB. Khác (Nếu rõ:.....) <i>Other (Specify)</i>
	AB. Đại lý thuế (Tax agent) <input type="checkbox"/>	<input type="checkbox"/>	

3. Đối tượng chi trả thu nhập/sử dụng lao động:

Income payer/employer

(Trường hợp nhiều đối tượng chi trả thu nhập hoặc sử dụng lao động, phải lập bảng kê kèm theo Thông báo này với đầy đủ các thông tin dưới đây)

(In case of more than one income payer or employer, a list thereof must be made together with this Notice with all the information below)

3.1.	Tên đầy đủ (Full name): A. Giấy phép kinh doanh hoặc Giấy phép hành nghề <input type="checkbox"/> <i>Business license or Practice license</i> B. Hộ chiếu <input type="checkbox"/> B. CMND <input type="checkbox"/> <i>Passport ID</i> AB. Khác (nếu rõ) <input type="checkbox"/> <i>Other (Specify)</i> Số (No.): Ngày cấp: tại Cơ quan cấp: <i>Date of issue in Issuing agency</i>		
3.2.	Địa chỉ (address): Số điện thoại (Tel): Số Fax: E-mail:		
3.3.	Mã số thuế: Tax identification number Nếu không có nêu lí do: If there is no TIN, state the reason		
3.4.	Tư cách pháp lý (Legal status)		
	A. Pháp nhân (Entity) <input type="checkbox"/>	<input type="checkbox"/>	B. Cá nhân hành nghề độc lập <i>Individual carrying on independent service</i> <input type="checkbox"/>
	A. Liên danh không tạo thành pháp nhân <i>Partnership not forming legal entity</i> <input type="checkbox"/>	<input type="checkbox"/>	AB. Khác (Nếu rõ:.....) <i>Other (Specify)</i>

N

4. Nội dung miễn, giảm thuế:

Contents of tax exemption, reduction

4.1. Loại và tổng số thu nhập ước tính thông báo miễn, giảm thuế

Type and estimated total income requesting for tax exemption, reduction

4.1.1. Loại thu nhập (Type of income):

- a. Thu nhập cá nhân (làm công; phục vụ Chính phủ; lương hưu; học bổng; làm thêm; giảng dạy; biểu diễn văn hoá, thể dục thể thao ...):
Personal income (employment, Government service, pensions, scholarships, part time; teaching, cultural performances, sports...)
- b. Thu nhập kinh doanh
Business profit
- c. Thu nhập từ lãi cổ phần, lãi tiền vay, tiền bản quyền, thu nhập khác.
Dividends, interest, royalties, other income
- d.

4.1.2. Tổng số thu nhập (Total income):

4.2. Thời gian phát sinh thu nhập:

Income-generating duration

4.3. Số thuế đề nghị miễn, giảm (hoặc mức thuế suất thông báo áp dụng Hiệp định trong trường hợp thông báo áp dụng mức thuế suất giảm):

Tax amount requesting for exemption, reduction (or tax rate requesting for application of the Agreement in case of applying for the reduced tax rate)

5. Thông tin về giao dịch phát sinh thu nhập liên quan đến áp dụng Hiệp định:

Information on transactions deriving the income liable to the tax amount requesting for application of the Agreement

5.1. Giải trình tóm tắt về hoạt động kinh doanh/giao dịch phát sinh thu nhập:

Brief description of the business/transactions generating the income

.....
.....

5.2. Giải trình khác

Other description

.....

5.3. Tài liệu gửi kèm:

Enclosed documents

- i) Bản gốc Giấy chứng nhận cư trú do cơ quan thuế của nước cư trú cấp đã được hợp pháp hoá lãnh sự;
The original certificate of residence issued by the tax authority of residence country, that has been legalized.
- ii) Bản chụp hợp đồng kinh tế ký kết với các tổ chức, cá nhân tại Việt Nam có xác nhận của người nộp thuế;
The taxpayer's certified copy of the economic contracts signed with organizations and individuals in Vietnam
- iii) Bản chụp Giấy phép khai thác thị trường Việt Nam (phép bay) của Cục Hàng không dân dụng cấp theo quy định của Luật hàng không dân dụng có xác nhận của người nộp thuế;
The taxpayer's certified copy of the license for exploitation of the Vietnamese market (flight license) issued by the Civil Aviation Administration of Vietnam under the Law on Civil Aviation;
- iv) Bản chụp Hợp đồng cung cấp dịch vụ ký tại Việt Nam có xác nhận của người nộp thuế;
The taxpayer's certified copy of the independent professional services contract signed in Vietnam
- v) Bản chụp Hợp đồng lao động với người sử dụng ở nước ngoài có xác nhận của người nộp thuế;
The taxpayer's certified copy of the labor contract with the foreign employer
- vi) Bản chụp Hợp đồng lao động với người sử dụng lao động tại Việt Nam có xác nhận của người nộp thuế;
The taxpayer's certified copy of the labor contract with the employer in Vietnam
- vii) Bản chụp giấy phép kinh doanh và/hoặc giấy phép hành nghề, do Việt Nam cấp đối với các ngành nghề pháp luật Việt Nam yêu cầu phải đăng kí kinh doanh hoặc có giấy phép hành nghề (nếu có) có xác nhận của người nộp thuế;
The taxpayer's certified copy of the business license and/or the profession license/work permit issued by Vietnam, for business lines or occupations subject to business license or profession license /work permit under Vietnamese law (if any)
- viii) Giấy chứng nhận của cơ quan đại diện Việt Nam trong các chương trình trao đổi văn hoá, thể dục thể thao về nội dung hoạt động và thu nhập thông báo miễn thuế theo Hiệp định

A certificate issued by the Vietnamese agency representing in the cultural or sport or physical training exchange program on the content of activities and incomes as stated in the notice for tax exemption under the Agreement

- ix) Bản chụp hộ chiếu sử dụng cho việc xuất nhập cảnh tại Việt Nam có xác nhận của người nộp thuế;
The taxpayer's certified copy of the passport used for entry into or exit from Vietnam
- x) Tài liệu chứng minh tính chất khoản thu nhập;
Document evidencing the nature of the income
- xi) Tài liệu chứng minh doanh nghiệp điều hành trực tiếp tàu, có thể là một trong các tài liệu sau:
Document evidencing the carrier's directly operating the ships, which is one of the following documents
- + Bản chụp Giấy đăng ký sở hữu tàu có xác nhận của người nộp thuế;
The taxpayer's certified copy of the ship ownership registration
 - + Bản chụp Hợp đồng thuê tàu (trường hợp doanh nghiệp đi thuê hoặc được trao quyền sử dụng) có xác nhận của người nộp thuế;
The taxpayer's certified copy of the ship charter contract (if the carrier charters or is given the right to use the ship)
 - + Bản chính hoặc bản chụp Giấy phép khai thác tàu định tuyến có xác nhận của cảng vụ;
The original license for ship operation along a fixed route or its copy, certified by the port authority
 - + Bản chính hoặc bản chụp giấy phép tàu vào cảng có xác nhận của cảng vụ
The original port entry permit or its copy, certified by the port authority
 - + Bản chính giấy xác nhận của cảng vụ về các tàu của hãng vào cảng Việt Nam
The port authority's original certificate of the carrier's ships entering a Vietnamese port
 - + Các tài liệu khác
Other documents
- xii) Giấy uỷ quyền (trong trường hợp uỷ quyền);
Letter of attorney (in case of authorization)
- xiii) Tài liệu khác (nếu có);
Other document (if any)

Tôi cam kết các thông tin và tài liệu đã cung cấp là trung thực và đầy đủ và xin chịu trách nhiệm trước pháp luật về các thông tin và tài liệu này./.

I pledge hereby that the supplied information and documents are true and complete and I shall take responsibility before law for these information and documents./.

....., ngày.....thángnăm

....., day.....monthyear

NHÂN VIÊN ĐẠI LÝ THUẾ
CERTIFIED TAX AGENT

Họ và tên:

Full name

Chứng chỉ hành nghề số:.....

Profession License No.:

NGƯỜI NỘP THUẾ hoặc
ĐẠI DIỆN HỢP PHÁP CỦA NGƯỜI NỘP THUẾ
TAXPAYER or

LEGAL REPRESENTATIVE OF TAXPAYER

Ký tên, ghi rõ họ tên, chức vụ và đóng dấu

Sign, full name, title, and seal

Note:

1. Đề nghị đánh dấu (x) vào ô trống thích hợp.
Please tick off (x) in the relevant box.
2. Trường hợp người nộp thuế uỷ quyền cho đại diện hợp pháp thực hiện thủ tục áp dụng Hiệp định, bên được uỷ quyền phải kê khai đầy đủ các thông tin tại phần 1 và 2 của Thông báo này.
In cases where the taxpayer authorizes his/her legal representative to carry out procedures for the application of the Agreement, the authorizer must declare all information in part 1 and 2 of this Notice.
3. Đối với từng loại thu nhập, tài liệu gửi kèm như sau:
For each type of income, attach the following documents:
 - 3.1. Đối với cá nhân là đối tượng cư trú nước ngoài có thu nhập từ hoạt động làm công tại Việt Nam: i); v); vi) và ix).
For individuals who are foreign residents having income from employment in Vietnam: i); v); vi) and ix).
 - 3.2. Đối với cá nhân nước ngoài là đối tượng cư trú của Việt Nam được hưởng các quy định miễn, giảm thuế đối với thu nhập quy định tại các Điều khoản thu nhập từ phục vụ Chính phủ, thu nhập của sinh viên, học sinh học nghề và thu nhập của giáo viên, giáo sư và người nghiên cứu: i); x); xii) và xiii).

- For foreign individuals being residents of Vietnam entitled to tax exemption or reduction for incomes provided in the Agreement's provisions on incomes from government service, incomes of students, job trainees, teachers, professors and researchers: i); x); xii) and xiii).*
- 3.3. Đối với vận động viên và nghệ sĩ là đối tượng cư trú của nước ngoài có thu nhập từ biểu diễn văn hoá, thể dục thể thao tại Việt Nam: i); viii); và xii).
- For athletes and artists being residents of foreign countries and having incomes from cultural performance, sports or physical training activities in Vietnam: i); viii); and xii).*
- 3.4. Đối với nhà thầu nước ngoài thực hiện chế độ kế toán Việt Nam, có thu nhập từ hoạt động sản xuất kinh doanh: i); ii); xii) và xiii).
- For foreign contractors applying the Vietnamese accounting system and having incomes from production or business activities: i); ii); xii) and xiii).*
- 3.5. Đối với nhà thầu nước ngoài thực hiện chế độ kế toán Việt Nam, có thu nhập từ hoạt động ngành nghề độc lập: i); iv); vii); ix); xii) và xiii).
- For foreign contractors applying the Vietnamese accounting system and having incomes from independent professional services: i); iv); vii); ix); xii) and xiii).*
- 3.6. Đối với nhà thầu nước ngoài không thực hiện chế độ kế toán Việt Nam, có thu nhập từ vận tải hàng không quốc tế tại Việt Nam: i); iii); xii) và xiii).
- For foreign contractors that does not apply the Vietnamese accounting system and have incomes from international air transportation in Vietnam: i); iii); xii) and xiii).*
- 3.7. Đối với nhà thầu nước ngoài không thực hiện chế độ kế toán Việt Nam, có thu nhập khác (thu nhập từ kinh doanh, lãi cổ phần, lãi tiền vay, tiền bản quyền, phí dịch vụ kỹ thuật, chuyển nhượng tài sản, thu nhập khác): i); ii); xii) và xiii).
- For foreign contractors that do not apply the Vietnamese accounting system and have other income (business profits, dividends, interest, royalties, technical fees, alienation of property, other income): i); ii); xii) and xiii).*
- 3.8. Đối với hãng vận tải nước ngoài có thu nhập từ hoạt động vận tải quốc tế: i); xi) và xii).
- For foreign carriers having income from international transport activities: i); xi) and xii).*
- 3.9. Đối với nhà thầu nước ngoài có thu nhập từ chuyển nhượng vốn: i); ii); và xii).
- For foreign contractors having income from capital gains: i); ii); and xii).*



APPENDIX V-7
SPECIMEN FORM OF INVOICE

TO: PVEP-KHANH MY

ATTN: Finance Manager

Contract Title:
Contract No.:

Invoice No.:
Invoice Date:

Brief description on type of invoice, location (well & rig), month and year and etc.

Description of charges itemized in accordance with the rates set forth in the CONTRACT.

Total amount of the invoice

CONTRACTOR's Bank
And Account Number as per

Verify and sign by

2

APPENDIX V-8

BILLING STATEMENT
PVEP-KHANH MY

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	Remark



APPENDIX V-9

INVOICE CHECKLIST

ITEM	DESCRIPTION	ORIGINAL	SCAN/ COPY	CERTIFIED TRUE COPY	ISSUED BY (*)	REMARKS
A	GENERAL					
1	Payment request	X			CONTRACTOR	
2	Commercial Invoice in USD/VND	X			CONTRACTOR	
3	Transfer official exchange rate for VND and USD announced by VIETCOMBANK on the date of invoice(s) issuance		X		CONTRACTOR	
4	Billing of statement	X			CONTRACTOR	
5	Schedule of rates of signed CONTRACT/ PURCHASE ORDER/ SERVICE ORDER		X		CONTRACTOR and CLIENT	
6	Signed Release Order (Where applicable)		X		CONTRACTOR and CLIENT	
7	Bank Guarantee for 1 st invoice (Where applicable)		X		AUTHORIZED ORGANIZATION	
8	Performance Guarantee for 1 st invoice (Where applicable)		X		AUTHORIZED ORGANIZATION	
9	Invoice checklist		X		CONTRACTOR and CLIENT	
10	Others (to be clearly specified as required by CONTRACT)					
B	SERVICES					
1	Certificate of Origin/Quality/inspection for materials/equipment as required by CONTRACT		X		AUTHORIZED ORGANIZATION	
2	Mill Test/Certificate of Materials		X		MANUFACTURER	
3	Delivery ticket/note and/or return ticket of machines/equipment & tools/materials/consumables rented/purchased for the works	X			Head of VTSB	
4	List of personnel required for the works	X			CONTRACTOR and CLIENT Representative	
5	Approved time sheet for equipment rental	X			CONTRACTOR and CLIENT Representative	
6	Approved time sheet for personnel	X			CONTRACTOR and CLIENT	

H

ITEM	DESCRIPTION	ORIGINAL	SCAN/ COPY	CERTIFIED TRUE COPY	ISSUED BY (*)	REMARKS
					Representative	
7	Overtime for unplanned/emergency activities upon receipt of request from Site Supervisor/Wellhead operator/ Field Supt.	X			CONTRACTOR and CLIENT Representative	
8	Personnel replacement approved by CLIENT		X		CLIENT Representative	
9	Insurance for 1 st invoice		X		AUTHORIZED ORGANIZATION	
10	Warranty certificate	X			CONTRACTOR/ MANUFACTURER	
11	Working statement for routine rental equipment i.e. Topaz VRC, RBB GLC	X			CONTRACTOR and CLIENT Representative	
12	Work completion certificate/Acceptance Protocol for services	X			CONTRACTOR and CLIENT Representative	
13	Final Service Report	X			CONTRACTOR Representative	
14	Contract close-out certificate for final invoice	X			CONTRACTOR	
15	Approved Changes to Contract/Change Order		X		CONTRACTOR and CLIENT	
16	Supporting documents and invoices for third-party services/reimbursable items, etc. as required by CONTRACT			X	CONTRACTOR	
17	Others (to be clearly specified as required by CONTRACT)					

Notes: CONTRACTOR means the authorized person who signs the CONTRACT
CLIENT means the authorized person who signs the CONTRACT
CONTRACTOR's Representative means the person to be named and identified in Part V-1.1
CLIENT's Representative means the person to be named and identified in Part V-1.3

EXHIBIT VI
WORK COMPLETION CERTIFICATE



EXHIBIT VI
WORK COMPLETION CERTIFICATE

CONTRACT No.:

CONTRACT Value (VND):.....

Work Title:

CONTRACTOR:

Start date:

Completion date:

CONTRACTOR confirms that the works have been completed and/or delivered to CLIENT as per CONTRACT.

No.	DESCRIPTION OF WORK	REMARKS
1		
2		

Attachments - Supporting Documents

- a) Drawings
- b) Reports
- c) Procedures

Comments from CLIENT

.....
.....

	Issued by CONTRACTOR	Approved by CLIENT
Signature		
Name		
Title		
Date		



EXHIBIT VII

BANK GUARANTEE/ PERFORMANCE GUARANTEE FORMAT

2

BANK GUARANTEE FORMAT

(Bank Letterhead)

BANK GUARANTEE

To : _____, a company incorporated in _____ under the Laws of _____, having registered office at _____ and place of business at _____ (hereinafter referred to as "CLIENT");

- WHEREAS: (1) By an agreement for the Contract No. _____ for Provision of _____, Block 46/13, Offshore Vietnam dated _____ and effective as of _____, including any amendments/assignment thereof (hereinafter referred to as "CONTRACT") between _____ (hereinafter called "CONTRACTOR") of the one part and CLIENT of the other part, CONTRACTOR agrees to perform WORKS in accordance with CONTRACT.
- (2) In response to the request made by CONTRACTOR, we (Name of Banker) _____ (hereinafter called "GUARANTOR") hereby irrevocably and unconditionally guarantee the sum of _____ in favor of CLIENT being the amount of financial guarantee required for the above CONTRACT. The sum shall become payable by us immediately on first demand by CLIENT without proof or conditions notwithstanding any contestation or protest by CONTRACTOR or any other third party.
- (3) GUARANTOR shall not be discharged or released from this guarantee by any agreement made between CONTRACTOR and CLIENT and/or any other contractor with or without the consent of GUARANTOR or by any alteration in the obligations undertaken by CONTRACTOR or by any forbearance whether as to payment, time, performances or otherwise, or by any change in name or constitution of CLIENT or CONTRACTOR.
- (4) This guarantee is a continuing security and accordingly shall remain valid until ninety (90) days after the end of the duration of CONTRACT and any extension thereto.
- (5) GUARANTOR agrees that the guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages, costs, or expenses howsoever arising, incurred by CLIENT is recoverable by legal action or arbitration.
- (6) For the purpose of this guarantee only, GUARANTOR does hereby agree to be governed by the Laws of Vietnam. Any disputes relating to this guarantee which cannot be settled amicably, to be resolved by a single arbitrator to be agreed by CLIENT and GUARANTOR in accordance with the Vietnam International Arbitration Center (VIAC) Rules at Hanoi, Vietnam.

IN WITNESS whereof this guarantee has been duly executed by GUARANTOR the _____ day of _____ 20____ for and on behalf of (_____)

Name	:	(_____)	(_____)
Designation	:	_____	
Banker's Seal	:	_____	_____
Address	:	_____	

PERFORMANCE GUARANTEE FORMAT

Date :
To : _____
Attention : Director

Dear Sir,

PERFORMANCE GUARANTEE FOR CONTRACT NO. _____
CONTRACT TITLE: _____

1. We, _____, a company duly registered under the Laws of _____ with a principal business address at _____ (herein after referred to as "GUARANTOR") do hereby enter into the following undertaking with _____ (herein after referred to as "CLIENT"):
 - (a) That in consideration for CLIENT entering into CONTRACT No. _____ for Provision of _____, Block 46/13, Offshore Vietnam dated _____ and effective as of _____, including any amendments/assignment thereof (herein after referred to as "CONTRACT"), with _____ (herein after referred to as "CONTRACTOR"), CONTRACTOR shall perform all his obligations contained in CONTRACT and all amendments thereof which may subsequently be duly executed by CONTRACTOR.
 - (b) That, if CONTRACTOR shall in any respect fail to perform the said obligations contained in the said CONTRACT or commits any breach thereof, we shall ourselves perform or take whatever steps as may be necessary to achieve performance of obligations and we shall assume, indemnify and hold harmless CLIENT from and against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which CONTRACTOR may be made liable thereunder;
 - (c) That we shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by CLIENT whether as to payment, time, performance, or otherwise.
2. In the event and for the duration that GUARANTOR assumes the obligations of CONTRACTOR under CONTRACT as provided in Paragraph 1 above, GUARANTOR shall be entitled to all of the rights and benefits to which CONTRACTOR is entitled under CONTRACT.
3. For the purpose of this guarantee only, GUARANTOR does hereby agree to be governed by the Laws of Vietnam and for any disputes relating to this guarantee which cannot be settled amicably, to be resolved by a single arbitrator to be agreed by CLIENT and GUARANTOR in accordance with the Vietnam International Arbitration Center (VIAC) Rules at Hanoi, Vietnam.
4. This guarantee shall inure to the benefit of CLIENT and its successors and assigns, and shall be binding upon GUARANTOR and its successors and assigns.
5. This guarantee shall be effective as of the _____ day of _____ 20__.

IN WITNESS WHEREOF, GUARANTOR has caused this guarantee to be duly executed by an authorised representative of GUARANTOR this _____ day of _____ 20__.

For and on behalf of **GUARANTOR**

Name :
Designation :

EXHIBIT VIII
CHANGE PROPOSAL

2

EXHIBIT VIII

CHANGE PROPOSAL

VIII-1.0 CHANGE

Changes to the WORK as specified herein may be required during the execution of CONTRACT or any extension thereof and should be handled expeditiously and effectively by the Parties hereto. Such changes may include but not be limited to additions, deletions, substitutions, alterations and modifications.

CLIENT shall have the right, at any time, to make any change but such change shall in no way affect the rights or obligations of the Parties hereto except as provided in a written CONTRACT AMENDMENT/CHANGE ORDER. Changes shall be carried out in accordance with the provisions of the CONTRACT.

Except as provided below, CONTRACTOR shall not proceed with any change prior to receipt of a CONTRACT AMENDMENT/CHANGE ORDER, unless authorised in writing by the CLIENT's Administrator.

The procedure for handling and issuing CHANGE PROPOSAL shall be as follows:

VIII-1.1 CONTRACTOR shall, upon request from CLIENT's Administrator, provide CLIENT with a CHANGE PROPOSAL defining the terms and conditions of CHANGE PROPOSAL as shown in APPENDIX VIII-1. The terms and conditions shall include but not limited to price, method of payment and any other information deemed necessary.

VIII-1.2 When and if CLIENT approves the CHANGE PROPOSAL, CLIENT will issue to CONTRACTOR a written CONTRACT AMENDMENT/CHANGE ORDER in duplicate originals. All CONTRACT AMENDMENT/CHANGE ORDER shall be numbered sequentially.

VIII-1.3 CONTRACTOR shall sign and promptly return to CLIENT both duplicate originals of the CONTRACT AMENDMENT/CHANGE ORDER to indicate its receipt, understanding and acceptance of it. After CLIENT execution, one duplicate original will be returned to CONTRACTOR.

VIII-1.4 In cases of extreme urgency for which CONTRACTOR is unable to submit a firm proposal prior to commencement of works on the necessary change, CLIENT may issue a "Preliminary CHANGE PROPOSAL" to authorise CONTRACTOR to proceed with the change on the basis of an approximate written estimate prepared by CONTRACTOR. As soon as possible thereafter, CONTRACTOR shall submit a CHANGE PROPOSAL giving its firm price for the change. If the firm price quoted in the CHANGE PROPOSAL is more than that quoted in the "Preliminary CHANGE PROPOSAL", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a CONTRACT AMENDMENT/CHANGE ORDER shall be issued as outlined in EXHIBIT VIII.



**APPENDIX VIII-1
CHANGE PROPOSAL FORM**

TO: **PVEP-KHANH MY**
19th FLOOR, VICTORY TOWER, 12 TAN
TRAO STREET, TAN PHU WARD, HO CHI
MINH CITY, S. R. VIETNAM

CHANGE PROPOSAL NO. :
CONTRACT NO. :
EFFECTIVE DATE :

The following Change Proposal to CONTRACT No. _____ is hereby presented for your consideration.

- A Portion of CONTRACT Affected
(List title and number of EXHIBIT or part of ARTICLE affected).
- B Description
(Brief description of facilities involved and/or additional services being authorised).
- C Reason for Change
(Indicate who requested for change and reason - safety, operability, etc.).
- D Type of Change
(Specify type of CONTRACT Change).
- E Effect on CONTRACT Price
(Provide cost build-up showing CONTRACTOR's cost of materials and/or labor. Show net increase or decrease in CONTRACT Price).
- F Effective Date
(Effective Date of Change).
- G Effect on Mobilisation Date
(Specify effect, if any).
- H Effect on CONTRACTOR's Guarantees
(Specify effect, if any).
- I References

"CONTRACTOR"

SIGNATURE :
NAME :
TITLE :
WITNESS :



FORM A
CHECK LIST FORM

Handwritten mark

FORM A
CHECK LIST FORM

	REQUIREMENT	C or X **	BIDDER'S OPTION/COMMENTS/EXCEPTI ON
A. ARTICLES			
1. Article 1	Interpretation of Contract		
2. Article 2	Definitions		
3. Article 3	Duration of Contract (Not applicable)		
4. Article 4	Contract Price		
5. Article 5	Responsibility of Contractor to Inform Itself		
6. Article 6	Responsibility of Contractor to Inform Client		
7. Article 7	Invoicing and Payment		
8. Article 8	Bank Guarantee/Performance Guarantee		
9. Article 9	Taxes and Duties		
10. Article 10	Insurance		
11. Article 11	Liabilities and Indemnities		
12. Article 12	Acceptance		
13. Article 13	Warranty		
14. Article 14	Contractor's Obligation		
15. Article 15	Client's Obligation		
16. Article 16	Actions on Behalf of Client		
17. Article 17	Client's Administration and Representative(s)		
18. Article 18	Contractor's Administration and Representative(s)		
19. Article 19	Liens and Claims		
20. Article 20	Safety, Health, Fire, Environmental Protection and Security Regulations		
21. Article 21	Default of Contractor		
22. Article 22	Provision for Suspension of Works		
23. Article 23	Provision for Termination of Contract		
24. Article 24	Sub-contracts and Assignment		
25. Article 25	Access and Audit Rights		
26. Article 26	Procurement of Equipment, Facilities, Materials, Supplies and Services		
27. Article 27	Changes		
28. Article 28	Force Majeure		
29. Article 29	Conflict of Interest		
30. Article 30	Waivers		
31. Article 31	Confidentiality		
32. Article 32	Arbitration		
33. Article 33	Compliance with Law		
34. Article 34	Governing Law and Language		
35. Article 35	Patents and Other Proprietary Rights		
36. Article 36	Entire Agreement		
37. Article 37	Non-exclusive Agreement		
38. Article 38	Independent Contractor		
39. Article 39	Survival of Obligations		
40. Article 40	Limitation of Liability		

H

	REQUIREMENT	C or X **	BIDDER'S OPTION/COMMENTS/EXCEPTI ON
A. ARTICLES			
41. Article 41	PETROVIETNAM's Approval		
42. Article 42	Notices		
43. Article 43	Title		
44. Article 44	Severability		
45. Article 45	Liquidated Damages		
B. EXHIBIT			
46. Exhibit I(A)	Scope of Works		
47. Exhibit I(B)	Summary of Responsibilities		
48. Exhibit I(C)	Contractor's Personnel		
49. Exhibit II	Schedule of Rates		
50. Exhibit III	Health, Safety and Environment Requirements		
51. Exhibit IV	Consequence Management for HSE Non-compliances		
52. Exhibit V	Administrative Procedures		
53. Exhibit VI	Works Completion Certificate		
54. Exhibit VII	Bank Guarantee/Performance Guarantee Format		
55. Exhibit VIII	Change Proposal		

C: Comply

X: Not comply

FORM B
EXCEPTION FORM

H

PART I OF FORM B: TO BE SUBMITTED IN TECHNICAL SUBMISSION ONLY – DO NOT STATE ANY VALUE IN THIS PART I

ARTICLE NO. or EXHIBIT NO.	EXACT NEW WORDING PROPOSED BY BIDDER	REASON (S) FOR EXCEPTION	EFFECT ON DELIVERY OF PURCHASER ORDER	PLEASE STATE (YES OR NO) IN THE APPROPRIATE COLUMN AND PLEASE DO NOT SPECIFY ANY VALUE.	
				THIS EXCEPTION HAS NO COST IMPACT	THIS EXCEPTION HAS COST IMPACT

PART II OF FORM B: TO BE SUBMITTED IN COMMERCIAL SUBMISSION ONLY

ARTICLE NO. or EXHIBIT NO.	EXACT NEW WORDING PROPOSED BY BIDDER	REASON (S) FOR EXCEPTION	EFFECT ON DELIVERY OF PURCHASER ORDER	PLEASE STATE THE ADDITIONAL (+) OR REDUCTION (-) IN THE BID RATES IF EXCEPTION IS REJECTED/ACCEPTED BY THE COMPANY

H

FORM C
TECHNICAL PROPOSAL FORM

4

FORM C
TECHNICAL PROPOSAL FORM

(BIDDER'S LETTER HEAD)

Date :

To : PVEP – KHANH MY
Planning & Procurement Management,
19th Floor, Victory Tower, 12 Tan Trao Street
Tan Phu Ward, Ho Chi Minh City

Attention : Tender Secretariat

Dear Sir

TENDER NO. : _____
TENDER TITLE : _____

We, the undersigned, certify that we have read and understood the subject Invitation to Bid and all documents forming the above-mentioned tender.

We acknowledge that we have thoroughly reviewed the ITB and satisfied ourselves to all conditions and requirements affecting the supply and hereby submit our Bid Proposal attached hereto. We shall be solely responsible for the supply in accordance with good engineering and oilfield practice.

We offer to perform the supply as detailed in the ITB for the prices stated in our proposal attached hereto. This offer is valid for one hundred twenty (120) days from the Bid Closing Date and shall be binding upon us if accepted by CLIENT at any time before expiration of the aforesaid validity date.

If our proposal is accepted, we undertake that, pending the execution of a formal contract, this Bid Proposal, together with CLIENT's written acceptance shall constitute a binding contract between us.

Thank You.

FOR AND ON BEHALF OF _____

COMPANY'S SEAL/STAMP

Signature :
Printed Name :
Position :
Company :
Date :



FORM D
COMMERCIAL PROPOSAL FORM



FORM D
COMMERCIAL PROPOSAL FORM

(BIDDER'S LETTER HEAD)

Date :

To : PVEP – KHANH MY
Planning & Procurement Management,
19th Floor, Victory Tower, 12 Tan Trao Street
Tan My Ward, Ho Chi Minh City

Attention : Tender Secretariat

Dear Sir

TENDER NO. : _____
TENDER TITLE : _____

We, the undersigned, certify that we have read and understood the subject Invitation to Bid and all documents forming the above-mentioned tender.

We acknowledge that we have thoroughly reviewed the ITB and satisfied ourselves to all conditions and requirements affecting the supply and hereby submit our Bid Proposal for the tender with the price stated and attached hereto. We shall be solely responsible for the supply in accordance with good engineering and oilfield practice.

We offer to perform the supply as detailed in the ITB for the prices stated in our proposal attached hereto. This offer is valid for one hundred twenty (120) days from the Bid Closing Date and shall be binding upon us if accepted by CLIENT at any time before expiration of the aforesaid validity date.

If our proposal is accepted, we undertake that, pending the execution of a formal contract, this Bid Proposal, together with CLIENT's written acceptance shall constitute a binding contract between us.

Thank You.

FOR AND ON BEHALF OF _____

COMPANY'S SEAL/STAMP

Signature :
Printed Name :
Position :
Company :
Date :



FORM E
INVITATION TO BID DOCUMENT (ITBD) QUESTIONNAIRES

H

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE ATTEMPTING THE QUESTIONS STATED IN THIS FORM E.

FORM E CONTAINS THREE (3) SECTIONS AS FOLLOWS:	
SECTION A	BIDDER'S/PRINCIPAL'S PROFILE
SECTION B	HSE QUESTIONNAIRES
SECTION C	FINANCIAL STATEMENTS

Note:

1. Response to each Section shall be denoted as per the above alphabetical order.
2. Each response within a Section is to be separated by a divider.

1. BIDDERS **SHALL** PROVIDE ALL THE INFORMATION REQUIRED ACCORDINGLY AND ADHERE TO FORMATS ESTABLISHED WHENEVER REQUIRED.
2. BIDDERS ARE STRICTLY PROHIBITED TO SUBMIT PARTIAL OR INCOMPLETE INFORMATION AND LEAVE ANY OF CLIENT'S REQUIREMENT UNANSWERED.
3. BIDDERS MUST WHERE REQUIRED SUBMIT/ENCLOSE ACCORDINGLY ALL THE SUPPORTING DOCUMENTS REQUESTED TO SUBSTANTIATE THE INFORMATION PROVIDED.
4. BIDDERS ARE ENCOURAGED TO SEEK WRITTEN CLARIFICATION PRIOR TO BID CLOSING TO CLARIFY AREAS OF CONCERN IN THIS FORM AS CLIENT WILL NOT ISSUE ANY FURTHER CLARIFICATION SHOULD ANY OF THE QUESTION (S) ARE LEFT UNANSWERED.
5. BID SUBMISSION AND SUBSEQUENT CORRESPONDENCE MUST BE IN ENGLISH.
6. BIDDERS SUBMISSION SHALL BE CLEARLY TYPED. HAND WRITTEN SUBMISSION WILL BE REJECTED FROM FURTHER CONSIDERATION.

BIDDER'S FAILURE TO COMPLY WITH THE ABOVE INSTRUCTION WILL BE DEEMED AS NON-COMPLIANCE TO THE TENDERING EXERCISE AND CLIENT AT ITS OWN PREROGATIVE WILL **REJECT** THE BID SUBMISSION FROM FURTHER CONSIDERATION.



SECTION A - BIDDER'S/PRINCIPAL'S PROFILE

A.1.0 BIDDER'S PROFILE

NO	DESCRIPTION	BIDDER TO SPECIFY/PROVIDE
1.1	Name of BIDDER	
1.2	Registered address	
1.3	Business address	
1.4	Correspondence address	
1.5	Telephone no.	
1.6	Fax no.	
1.7	Contact person	
1.8	E-mail address	
1.9	Mobile no.	

A.2.0 PROFILE OF THE BIDDER MENTIONED IN ITEM 1.0 ABOVE

NO	DESCRIPTION	BIDDER TO SPECIFY/PROVIDE
2.1	Nature of BIDDER's registration. Example: Private limited, Joint Venture, Partnership, Consortium etc.	BIDDER to attach a duly executed documentary evidence to substantiate the formalization.
2.2	a) Date of BIDDER registration/incorporation in Vietnam.	Date:
	b) File Registration Number (Registration of Companies).	No.:
2.3	Date of commencement of business operations.	
2.4	Is BIDDER resident in Vietnam? <ul style="list-style-type: none"> • If Yes, please give registered name and the Vietnam Income Tax file reference number of the BIDDER. • Please also submit letter from the Inland Revenue Department to confirm your tax resident status. 	Yes/No
2.5	To which Income Tax Branch/Office did you submit your last Income Tax return?	
2.6	Bank	
	Address	
	Bankers	

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A.3.0 BIDDER'S ORGANIZATIONAL SET-UP

NO	DESCRIPTION (BIDDER TO SPECIFY/PROVIDE)																						
3.1	Principal officers legally empowered to act and sign on behalf of BIDDER:																						
<table border="1"> <thead> <tr> <th data-bbox="260 416 319 450">No.</th> <th data-bbox="319 416 1098 450">Name</th> <th data-bbox="1098 416 1347 450">Title</th> </tr> </thead> <tbody> <tr><td data-bbox="260 450 319 479">1</td><td data-bbox="319 450 1098 479"></td><td data-bbox="1098 450 1347 479"></td></tr> <tr><td data-bbox="260 479 319 508">2</td><td data-bbox="319 479 1098 508"></td><td data-bbox="1098 479 1347 508"></td></tr> <tr><td data-bbox="260 508 319 537">3</td><td data-bbox="319 508 1098 537"></td><td data-bbox="1098 508 1347 537"></td></tr> <tr><td data-bbox="260 537 319 566">4</td><td data-bbox="319 537 1098 566"></td><td data-bbox="1098 537 1347 566"></td></tr> </tbody> </table>	No.	Name	Title	1			2			3			4										
No.	Name	Title																					
1																							
2																							
3																							
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3.2	Principal Owners of BIDDER:																						
<table border="1"> <thead> <tr> <th data-bbox="260 651 319 685">No.</th> <th data-bbox="319 651 1098 685">Name</th> <th data-bbox="1098 651 1347 685">%</th> </tr> </thead> <tbody> <tr><td data-bbox="260 685 319 714">1</td><td data-bbox="319 685 1098 714"></td><td data-bbox="1098 685 1347 714"></td></tr> <tr><td data-bbox="260 714 319 743">2</td><td data-bbox="319 714 1098 743"></td><td data-bbox="1098 714 1347 743"></td></tr> <tr><td data-bbox="260 743 319 772">3</td><td data-bbox="319 743 1098 772"></td><td data-bbox="1098 743 1347 772"></td></tr> <tr><td data-bbox="260 772 319 801">4</td><td data-bbox="319 772 1098 801"></td><td data-bbox="1098 772 1347 801"></td></tr> </tbody> </table>	No.	Name	%	1			2			3			4										
No.	Name	%																					
1																							
2																							
3																							
4																							
3.3	Names of BIDDER Directors:																						
<table border="1"> <thead> <tr> <th data-bbox="260 898 319 931">No.</th> <th data-bbox="319 898 1347 931">Name</th> </tr> </thead> <tbody> <tr><td data-bbox="260 931 319 960">1</td><td data-bbox="319 931 1347 960"></td></tr> <tr><td data-bbox="260 960 319 990">2</td><td data-bbox="319 960 1347 990"></td></tr> <tr><td data-bbox="260 990 319 1019">3</td><td data-bbox="319 990 1347 1019"></td></tr> <tr><td data-bbox="260 1019 319 1048">4</td><td data-bbox="319 1019 1347 1048"></td></tr> <tr><td data-bbox="260 1048 319 1077">5</td><td data-bbox="319 1048 1347 1077"></td></tr> <tr><td data-bbox="260 1077 319 1106">6</td><td data-bbox="319 1077 1347 1106"></td></tr> <tr><td data-bbox="260 1106 319 1135">7</td><td data-bbox="319 1106 1347 1135"></td></tr> <tr><td data-bbox="260 1135 319 1164">8</td><td data-bbox="319 1135 1347 1164"></td></tr> </tbody> </table>	No.	Name	1		2		3		4		5		6		7		8						
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1																							
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3.4	Details of employees:																						
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Professional																							
Semi- Professional																							
Non-Professional																							
Total																							

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A.4.0 PROFILE OF THE PARENT/PRINCIPAL BIDDER

NO	DESCRIPTION	BIDDER TO SPECIFY/PROVIDE
4.1	Is BIDDER an Affiliate/Agent of a Parent/Principal involved in a similar nature of work as the tender? If Yes, please proceed to item 4.2 – 4.8. If No, please skip item 4.2 – 4.8 and state Not Applicable.	Yes / No
4.2	Name of BIDDER	
4.3	Registered address	
4.4	Business address	
4.5	Correspondence address	
4.6	Telephone no.	
4.7	Fax no.	
4.8	Contact person	

A.5.0 CONTRACT PERFORMANCE

NO	DESCRIPTION (BIDDER TO SPECIFY/PROVIDE)																										
5.1	<p>If awarded this tender, will your BIDDER perform the work as self-operated or with the support of a Parent/Principal?</p> <p>If BIDDER will perform the work under self-operated basis with no Parent/Principal support, please provide the following information;</p> <ul style="list-style-type: none"> - Elaborate in detail on the sourcing of equipment. - Development of new technology (R&D). - Will you provide Performance Guarantee? If Yes, from whom and if No, will you (as the BIDDER) guarantee the performance of the works and how? <p>And please skip item 5.2 - 5.7.</p> <p>If your Parent/Principal supports your execution of this tender related work, please proceed to item 5.2 – 5.7.</p>																										
5.2	If awarded for this tender, please specify the portion of work done by your BIDDER and your Parent/Principal BIDDER.	BIDDER :% Parent/Principal :% Please provide detail write-up of the work portion to be done by each party.																									
5.3	How long has your Parent/Principal been in this nature of business?																										
5.4	How many years of experience do your Parent/Principal has?																										
5.5	List active projects and work currently being performed by your Parent/Principal BIDDER:- <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>BIDDER's Name</th> <th>CLIENT's Name</th> <th>Description of Project / Work</th> <th>Value</th> <th>% Completion</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		BIDDER's Name	CLIENT's Name	Description of Project / Work	Value	% Completion																				
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NO	DESCRIPTION (BIDDER TO SPECIFY/PROVIDE)																									
5.6	List projects of similar nature to the tender performed by your Parent/Principal BIDDER in the past: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>BIDDER's Name</th> <th>Client's Name</th> <th>Description of Project / Work</th> <th>Value</th> <th>% Completion</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	BIDDER's Name	Client's Name	Description of Project / Work	Value	% Completion																				
BIDDER's Name	Client's Name	Description of Project / Work	Value	% Completion																						
5.7	Will your Parent/Principal provide Performance Guarantee as per the format set forth in this ITBD? Please specify.																									

A.6.0 BIDDERS EXPERIENCE IN PROVIDING THE TENDER RELATED SERVICES/WORK

NO	DESCRIPTION (BIDDER TO SPECIFY/PROVIDE)																				
6.1	List active projects and work currently being performed:- <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Client's Name</th> <th>Description of Project / Work</th> <th>Value</th> <th>% Completion</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Client's Name	Description of Project / Work	Value	% Completion																
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6.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Do you have any service and support facilities in Vietnam?</td> <td>Yes / No</td> </tr> <tr> <td>If none, do you plan to set up service and support facilities in Vietnam?</td> <td>Yes / No</td> </tr> <tr> <td>If yes, what plans/arrangements have been made to set up one?</td> <td> </td> </tr> </table>	Do you have any service and support facilities in Vietnam?	Yes / No	If none, do you plan to set up service and support facilities in Vietnam?	Yes / No	If yes, what plans/arrangements have been made to set up one?															
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If yes, what plans/arrangements have been made to set up one?																					

A.7.0 TECHNICAL QUESTIONNAIRES {to be based on approved technical criteria}

NO	PVEP-KHANH MY'S REQUIREMENTS	BIDDER TO SPECIFY/PROVIDE
7.1	Compliance to SOW as stated in Section II, Appendix I - SOW	Bidder to confirm and specify your compliance
7.2	Availability as stated in Section I, Appendix I - SOW	Bidder to confirm and specify your compliance
7.3	Personnel as stated in Section III-02, Appendix I - SOW	Bidder to confirm and provide full list of Service Engineers together with their information such as CV, valid training certificates in bid proposal.
7.4	Company experience as stated in Section III-01, Appendix I - SOW	Bidder to xxxxxx
7.5	Contractual Terms & Conditions	Bidder to confirm and specify your compliance

A.8.0 INSURANCE

NO	DESCRIPTION (BIDDER TO SPECIFY/PROVIDE)																								
8.1	Insurance value and name of insurers:- <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Type of Insurance</th> <th style="width: 25%;">Insurance Value</th> <th style="width: 25%;">Name of Insurers</th> </tr> </thead> <tbody> <tr> <td>Workmen's Compensation Insurance</td> <td></td> <td></td> </tr> <tr> <td>Employer's Liability Insurance</td> <td></td> <td></td> </tr> <tr> <td>Comprehensive General Liability Insurance</td> <td></td> <td></td> </tr> <tr> <td>"All Risk" Property Damage and Transit Insurance</td> <td></td> <td></td> </tr> <tr> <td>Any other Insurance(s) - Please specify in detail.</td> <td></td> <td></td> </tr> </tbody> </table>	Type of Insurance	Insurance Value	Name of Insurers	Workmen's Compensation Insurance			Employer's Liability Insurance			Comprehensive General Liability Insurance			"All Risk" Property Damage and Transit Insurance			Any other Insurance(s) - Please specify in detail.								
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8.2	Insurance Limit, Effective Date and Validity Period <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Type of Insurance</th> <th style="width: 15%;">Limit</th> <th style="width: 20%;">Effective Date</th> <th style="width: 25%;">Validity Period</th> </tr> </thead> <tbody> <tr> <td>Workmen Compensation Insurance</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Employer's Liability Insurance</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Comprehensive General Liability Insurance</td> <td></td> <td></td> <td></td> </tr> <tr> <td>"All Risk" Property Damage and Transit Insurance</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Any other Insurance(s) - Please specify in detail.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Type of Insurance	Limit	Effective Date	Validity Period	Workmen Compensation Insurance				Employer's Liability Insurance				Comprehensive General Liability Insurance				"All Risk" Property Damage and Transit Insurance				Any other Insurance(s) - Please specify in detail.			
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(END OF SECTION A)

SECTION B – HSE QUESTIONNAIRES

	Questionnaire Items	Responses
Section 1: Leadership and Commitment		
1.1 Commitment to HSE aspects through leadership	a) How are senior management personally involved in HSE management for example objective-setting and monitoring?	
	b) Provide evidence of commitment at all levels of the organization?	
	c) How do you promote a positive culture towards HSE matters?	
Section 2: Policy and Strategic Objectives		
	a) Does your company have an HSE policy document? If the answer is YES please attach a copy.	
	b) Who has overall and final responsibility for HSE in your organization	
	c) Who is the most senior person in the organization responsible for this policy being carried out at the premises and on site where his employees are working? Provide name and title.	
	d) Itemize the methods by which you have drawn your policy statement to the attention of all your employees?	
	e) What are your arrangements for advising employees of changes in the policy?	
2.2 HSE contract strategic objectives	a) Does your company have strategic HSE objectives? If the answer is YES, please attach a copy.	
	b) Itemize the methods by which you have communicated your strategic HSE objectives to the attention of all your employees?	
Section 3: Organization, Responsibilities, Resources, Standards and Documentation		
3.1 Organizational structure for HSE management	a) How is your organization structured to manage and communicate HSE effectively?	
	b) Do HSE meetings promote HSE awareness?	
	c) Do client and contractor meet regularly to discuss and action any interface situations?	
	d) What provision does your company make for HSE communication meetings? Please provide organization chart.	
3.2 HSE Training of managers, supervisors and HSE critical position holders	a. Have the managers and supervisors at all levels who will plan, monitor, oversee and carry out the work received formal HSE training in their responsibilities with respect to conducting work to HSE requirements?	
	b. If YES please give details. Where the training is given in-house, please describe the content and duration of courses. Please provide an example of training matrix.	
	c. How have you identified areas of your company's operations where specialized training is required, for instance training related to health hazard such as radiation, asbestos and chemicals?	

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	Questionnaire Items	Responses
	d. What specialist HSE resources does your organization have available?	
	e. How does your company provide HSE specialized training for HSE staff?	
3.3 Competence and General HSE training	a) What arrangements does your company have to ensure new employees have knowledge of basic industrial HSE, and to keep this knowledge up to date?	
	b) What arrangements does your company have to ensure new employees also have knowledge of your HSE policies, practices and company requirements?	
	c) What arrangements does your company have to ensure new employees have been instructed and have received information on any specific hazards arising out of the nature of the activities?	
	NB for (a), (b) & (c): if training is provided in-house, please give details of content.	
	a) Does your organization have a competence system in place? If YES, please describe the scope and content of your competence system.	
	b) What arrangement does your company have to ensure existing staff HSE knowledge is up to date?	
3.4 Contractor management process	a) Does your company employ any staff who possess HSE qualifications that aim to provide training in more than the basic requirements? If YES, please provide an outline of the process.	
	b) How do you assess contractors, HSE competence or HSE performance?	
	c) Where do you define the company standards you require your contractors meet?	
	d) How do you ensure the standards are met and verified?	
3.5 HSE standards	a) How do you identify new industry or regulatory standards that maybe applicable to your activities?	
	b) Is there an overall structure for producing, updating and disseminating standards?	
	c) Are your company standards aligned with OGP/ industry guideline or recommended practices? If YES, please state which one.	
Section 4: Hazards and Effects Management		
4.1 Risk assessment and control	a) How does your company identify hazards, assess risk, control and mitigation consequence, to a level as low reasonably practical?	
4.2 Health hazards	a) Do you have specific policies and program on specific health hazards e.g. substance abuse, blood borne pathogens, malaria pandemic disease etc.	

	Questionnaire Items	Responses
	b) What type of health hazards (chemical, vibration, noise, radiation, etc.) are associated with the scope of your services? Explain how occupational health hazards are being identified, assessed and controlled	
	c) What system are in place to control these hazards and monitor the effectiveness of these controls? Is worker's regular exposure monitoring part of the system?	
4.3 Safety hazards	a) What type of the safety hazards (mechanical guarding, work at height, lifting and hoisting, confined space entry, explosive atmosphere etc.) are associated with the scope of your services?	
	b) What system is in place to control these hazards and monitor the effectiveness of these controls?	
4.4 Logistics hazards	a) What type of logistic hazards (land transport, air transport, marine transport, material handling etc.) are associated with the scope of your services?	
	b) What systems are in place to control these hazards and monitor the effectiveness of these controls?	
4.5 Environmental hazards	a) What type of environmental hazards (chemical spill, atmospheric emission waste disposal etc.) are associated with the scope of your services?	
	b) What system are in place to control these hazards and monitor the effectiveness of these controls?	
4.6 Security hazards	a) What type of security hazards (terrorism, hostage taking, robbery, hostile local population etc.) are associated with the scope of your services?	
	b) What system are in place to control these hazards and monitor the effectiveness of these controls	
4.7 Social responsibility hazards	a) What type of social hazards are associated with the scope of your services)	
	b) What system are in place to control these hazards and monitor the effectiveness of these controls	
Section 5: Planning and Procedures		
5.1 HSE or operations manuals	a) Do you have a company HSE-MS manual (or operations manual with integrated HSE requirements) which describes in detail your company approved HSE working practices relating to your work activities? If the answer is YES please attach a copy of HSE Management System including the associated procedures.	
5.2 Infrastructure and equipment integrity	a) How do you ensure that the infrastructure, plant and equipment used within your operations (own premises, client site, or at other locations) are correctly certified, registered, controlled and maintained in a safe	

	Questionnaire Items	Responses
	working condition?	
5.3 Management of Change	a) How do you manage changes and asses associated risk e.g. personnel, equipment, processes, documentation?	
5.4 Emergency planning and response	a) What arrangements does your company have for emergency planning and response?	
	b) Which emergency situations are included?	
Section 6: Implementation and Performance Monitoring		
6.1 HSE-MS implementation and active performance monitoring of work activities	a) What arrangements does your organization have for monitoring the implementation of your HSE-MS?	
	b) How does your company assure the implementation of work procedures within your work-site operations e.g. compliance with procedure, toolbox talks, safety meetings, supervision, job observations?	
	c) How do you monitor employee HSE performance e.g. hazard identification system, HSE participation?	
	d) What active HSE monitoring is performed (i.e. where no incident has occurred?)?	
	e) How do you report and correct deficiencies identified?	
	f) How do you communicate the results of active performance monitoring to relevant personnel?	
	a) Has your company received any award for HSE performance achievement? If the answer is YES please attach a copy.	
6.2 HSE performance monitoring	a) How is health performance monitored and recorded?	
	b) How is environmental performance monitored and recorded?	
	c) How is security performance monitored and recorded?	
	d) How and what near miss incidents are reported?	
	e) How often the HSE performance reviewed? By whom?	
	f) How is logistics performance monitored and reported?	
	g) Do you record vehicle incidents?	
6.3 HSE incident investigation and follow up	a) What type of HSE incident are reported?	
	b) What process is used to investigate HSE incidents?	
	c) Who conducts HSE incident investigation?	
	d) How are the findings of an incident investigation followed up to ensure effective prevention of recurrence?	
	e) How is incident learning communicated to all relevant personnel?	
6.4 Statuary notifiable incidents or Non-compliance notices	a) Has your company suffered any statutory notifiable incidents in the last five years (safety, occupational health and environmental)? Answers with details including dates, country	

	Questionnaire Items	Responses
	and location, summary of incident and follow-up preventive measures taken.	
Section 7: Auditing and Review		
7.1 Audits	a) Do you have a written procedure for HSE auditing? If YES, please attach copy.	
	b) Who is involved in conducting HSE audits? How are audit team members selected to have specific expertise and be independent from the activities being audited? What are the qualification required for auditors?	
	c) How does your company schedule HSE audit and what scope of auditing is covered? E.g. internal, regulatory compliance, supplier/contractor, HSE management system implementation.	
	d) How does management follow-up on audit findings and ensure effective close out of action items?	
7.2 Management review and follow-up	a) Do you have a written procedure for management review of the HSE-MS? If YES, please attach a copy.	
	b) How often HSE-MS reviews are conducted and who is involved in the process?	
	c) How are identified actions and improvement efforts recorded and tracked to effective completion?	
Section 8: HSE Management – Additional Features		
8.1 Certification of your HSE-MS	a) Please provide information on any certification which you have received from certification bodies.	
8.2 Membership of associations	b) Describe the nature and extent of your company's participation in relevant industry, trade, and governmental organizations.	
8.3 Additional feature of your HSE-MS	c) Does your organizations (globally, regionally or locally) have any HSE features or arrangement not described elsewhere in your response to the questionnaires?	
Section 9: Company Specific Information		
<p>HSE records and documentation shall be submitted by the bidders:</p> <ol style="list-style-type: none"> 1) HSE Management System including the associated procedures. 2) 3-years injuries incident frequency, i.e.: <ul style="list-style-type: none"> • Fatal Incident Rate (FAR), • Lost Time Injuries Frequency (LTIF), • Total Recordable Case Frequency (TRCF), and • Total Recordable Occupational Illness Frequency (TROIF) 3) 3-years records of dangerous occurrences, e.g.: <ul style="list-style-type: none"> • Loss of Primary Containment (LOPC), i.e. chemical or gas or oil spill. • Major Fire and etc. 4) 3-years HSE Training Records. 5) 3-years HSE Plan, including records of implementation of plan. 6) 3-years HSE legal non-compliance, if any. 		

(END OF SECTION B)

SECTION C- FINANCIAL STATEMENTS

FINANCIAL REPORT

C.1.0 BIDDER shall submit the following questionnaire duly completed.

- (i) BIDDER's paid-up capital USD/VND.....
- (ii) BIDDER's authorized capital USD/VND.....
- (iii) Summary of assets and liabilities based on the audited financial statement of **the last three (3) financial years (2023, 2024, 2025 and/or latest)** of which must be attached to support this submission

No.	Description	YEAR.....	YEAR.....	YEAR.....
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Current Liabilities			
5	Net Worth (1-3)			
6	Working Capital (2-4)			

(iv) Credit facilities information

BIDDER shall submit information on credit facilities as per table below:-

No.	Type of Facilities	Total Credit Facilities (USD/VND)	Amount Utilized to Date (USD/VND)
1	Bank Guarantee		
2	Bank Overdraft		
3	Letter of Credit		
4	Bankers Acceptance		
5	Others (Please specify)		

C.2.0 BIDDER shall submit copies of **audited Financial Statements** for the **last three (3) years (latest)** for review and evaluation.

Management Account is strictly **NOT** acceptable. If BIDDER's operations are less than three years, please submit any audited Financial Statement (s) available.

C.3.0 BIDDER shall submit copies of documents to support information provided in this Section.

(END OF SECTION C)



I, FOR AND BEHALF OF HEREBY CONFIRM AND CERTIFY THAT ALL THE INFORMATION AND DOCUMENTS FURNISHED IN THIS FORM E ARE ACCURATE AND TRUE.

I HEREBY ALSO CONFIRM THAT, I HAVE ANSWERED ALL THE QUESTIONS AND ATTACHED ALL THE RELEVANT SUPPORTING DOCUMENTS.

CLIENT CAN DEEM OUR INABILITY TO PROVIDE THE REQUIRED SERVICES OR DOCUMENTS SHOULD THE REQUIRED ANSWER OF A PARTICULAR QUESTION OR THE REQUIRED DOCUMENTS ARE NOT DULY FURNISHED OR ATTACHED AND NO FURTHER CLARIFICATION IS REQUIRED IN THIS REGARD.

I HEREBY ALSO AUTHORISE CLIENT TO UNDERTAKE A PHYSICAL AUDIT EXERCISE AT OUR OFFICE PREMISES TO VERIFY AND ASCERTAIN THE SUBMISSION WITHOUT ANY PRIOR APPROVAL FROM US.

NAME	
DESIGNATION	
SIGNATURE	
DATE	
CLIENT'S STAMP	



Project Name : KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13, OFFSHORE VIETNAM
ITB No. : PVEP-KM/2026/005
Package : PROVISION OF 3D SEISMIC DATA RE-PROCESSING FOR BLOCK 46/13, OFFSHORE VIETNAM
PART I : INSTRUCTION TO BIDDERS



(Bank Letterhead)

BID BOND FORM

Reference No: <Bank reference number>

Issue Date: <date>

Date :.....

To : **KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**
19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward,
Ho Chi Minh City, S.R. Vietnam
(hereinafter referred to as "CLIENT")

Dear Sir,

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 PVEP-KM/2026/005 for the PROVISION OF 3D SEISMIC DATA RE-PROCESSING FOR BLOCK 46/13, OFFSHORE VIETNAM.

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 ... USD.

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⁾.

This Bid Bond is valid for **120 days from The Bid Closing Date <<exact 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.

Legal Representative of the BANK

[Specify name, title, sign and seal]

Notes: *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 COMPANY the amount of money mentioned above when COMPANY notifies in writing that BIDDER or any Partner in BIDDER's Consortium breaks the requirements specified in the ITB documents".*