



PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LTD

KHANH MY PETROLEUM OPERATING BRANCH

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FACSIMILE MESSAGE

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

Ref.: PPM/26/096/F

Date: 21st Apr 2026

To: BIDDERS

Tel:

Attn:

Fax:

SUBJECT: INVITATION TO BID

PROVISION OF NEW DYNAMIC SIMULATION SOFTWARE LICENSE FOR PVPEP KHANH MY, BLOCK 46/13, OFFSHORE VIETNAM

TENDER NO.: PVPEP-KM/2026/008

PVPEP – 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 NEW DYNAMIC SIMULATION SOFTWARE LICENSE FOR PVPEP KHANH MY, BLOCK 46/13, OFFSHORE VIETNAM		
			Attachment 1	Terms and Conditions	18 pages
			Exhibit I	Scope of Work	03 pages
			Exhibit II	Schedule of Rates	01 page
			Exhibit III	Health, Safety and Environment Requirements	N/A
			Exhibit IV	Consequences Management for HSE Non-compliances	N/A
			Exhibit V	Administrative Procedures	12 pages
			Exhibit VI	Packing and Marking	03 page
			Exhibit VII	Bank Guarantee Performance	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 28th May 2026 (“Bid Closing Time and Date”)** and shall be binding for a period of at least **Ninety (90) calendar days (“Bid Validity Period”)** from the Bid Closing Date. Bidder may assume that the award for CONTRACT will be made within ninety (90)

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 **10,000.00 USD (In words: United States Dollars Ten 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:

PLANNING & 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:

PLANNING & 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 28th 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 NEW DYNAMIC SIMULATION SOFTWARE LICENSE FOR PVEP
KHANH MY, BLOCK 46/13, OFFSHORE VIETNAM**

TENDER NO.: PVEP-KM/2026/008

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

FSR


Tender Secretariat

PURCHASE ORDER

BETWEEN

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

AND

.....

FOR

**PROVISION OF NEW DYNAMIC SIMULATION SOFTWARE LICENSE
FOR PVEP KHANH MY, BLOCK 46/13, OFFSHORE VIETNAM**

PURCHASE ORDER NO.: PVEP-KM/2026/008

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EXHIBITS

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EXHIBIT II	SCHEDULE OF RATES
EXHIBIT III	HEALTH, SAFETY AND ENVIRONMENT (N/A)
EXHIBIT IV (N/A)	CONSEQUENCE MANAGEMENT FOR HEALTH, SAFETY AND ENVIRONMENT (HSE)
EXHIBIT V	ADMINISTRATIVE PROCEDURES
EXHIBIT VI	PACKING, MARKING AND DOCUMENTATION REQUIREMENT
EXHIBIT VII	BANK GUARANTEE /PERFORMANCE GUARANTEE



PURCHASE ORDER TERMS AND CONDITIONS

PREAMBLE

This PURCHASE ORDER (hereinafter referred to as "PURCHASE ORDER") is made and entered into this ____ day of _____ effective as of the _____ 2026.

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 "SUPPLIER") 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 requires the supply of _____ (hereinafter referred to as the "GOODS") as described in the Exhibits attached hereto and in accordance with the terms of this PURCHASE ORDER; and

SUPPLIER represents that it is able and willing to provide the aforementioned GOODS and that it has the experience and capability to do so expeditiously.

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



ARTICLE 1 - INTEPRETATION OF PURCHASE ORDER

1.1 The following document together constitutes this PURCHASE ORDER:

TERMS AND CONDITIONS - ARTICLE 1 TO ARTICLE 40 - Inclusive

EXHIBIT I SCOPE OF WORK

EXHIBIT II SCHEDULE OF RATES

EXHIBIT III HEALTH, SAFETY AND ENVIRONMENT (N/A)

EXHIBIT IV CONSEQUENCE MANAGEMENT FOR HEALTH, SAFETY AND ENVIRONMENT (HSE) (N/A)

EXHIBIT V ADMINISTRATIVE PROCEDURES

EXHIBIT VI PACKING, MARKING AND DOCUMENTATION REQUIREMENT

EXHIBIT VII BANK GUARANTEE /PERFORMANCE GUARANTEE

1.2 (a) In the event of ambiguity, inconsistency or conflict between the provisions of the TERMS AND CONDITIONS and the Exhibits listed above, the TERMS AND CONDITIONS shall prevail.

(b) In the event of ambiguity, inconsistency or conflict between the provisions of the Exhibits, CLIENT's representative shall have the discretion to decide the order of prevalence amongst the Exhibits.

1.3 Any references or details provided in the Exhibits shall be read and construed with reference to the TERMS AND CONDITIONS.

1.4 (a) All standards, codes, specifications, drawings, instructions and other documents that are referred to in the Exhibits are deemed as incorporated by reference and made a part of the PURCHASE ORDER. SUPPLIER shall immediately notify CLIENT of ambiguity, inconsistency or conflict between any of these documents. CLIENT will then issue instruction regarding these documents. Otherwise, the ARTICLES of the TERMS AND CONDITIONS of the PURCHASE ORDER shall take precedence in the event of ambiguity or it being in conflict or inconsistent with any other referred document.

(b) Should SUPPLIER fail to give notice to CLIENT or fail to discover such ambiguity, inconsistency or conflict in the aforementioned documents as should have been discovered by SUPPLIER, all extra costs resulting from such failure shall be borne by the SUPPLIER, except when it was caused solely by negligence of CLIENT.

1.5 None of the documents herein before mentioned shall be used by SUPPLIER for any purpose other than for this TERMS AND CONDITIONS of the PURCHASE ORDER.

ARTICLE 2 - DEFINITIONS

2.1 "CHANGE ORDER" means a document issued by CLIENT which sets forth changes in the scope of supply and/or adjustments to the PURCHASE ORDER's price and which also sets forth the basis on which SUPPLIER will be compensated for the change, if applicable.

2.2 "Country of Origin" means the place where the GOODS were mined, grown or produced, or from which the GOODS is supplied. The origin of GOODS is distinct from the nationality of the SUPPLIER.

2.3 "DELIVERY DATE" means the date on which GOODS are delivered and accepted by CLIENT in accordance with Exhibit I of this PURCHASE ORDER.



- 2.4 "GOODS" means the materials or products to be purchased or to be supplied as specified herein.
- 2.5 "CLIENT" means **KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LTD (PVEP – KHANH MY)**, its consultants, agents, officers and employees.
- 2.6 "PURCHASE ORDER" means this document and any other document listed herein and shall constitute the entire agreement between the parties.
- 2.7 "SERVICE OR SERVICES" means the undertakings as described herein.
- 2.8 "SUB-SUPPLIER" means any third party as approved in writing by CLIENT having a contract or agreement with SUPPLIER for the performance of any portion of the Scope of Supply or any part thereof.
- 2.9 "SUPPLIER" means _____, its personnel, representatives, successors and assignees.
- 2.10 "TERMS AND CONDITIONS" means all provisions of ARTICLES 1 to 40 hereto.

ARTICLE 3 - FORM OF PURCHASE ORDER AND AMENDMENTS

- 3.1 CLIENT shall not be liable for any orders or amendments other than those issued or confirmed on CLIENT's official printed PURCHASE ORDER or any amendment thereto.
- 3.2 CLIENT may make changes in the specification or drawings, including additions to or deletions from the quantities of the GOODS originally ordered. If any such changes affect the amount due and/or the time of performance thereunder, an equitable adjustment shall be made as mutually agreed by SUPPLIER and CLIENT, to the amount due and/or the time of performance, as the case may be by the issuance of CLIENT's CHANGE ORDER.

Authorized CHANGE ORDER requests made after placement of PURCHASE ORDER shall be priced properly justified and immediately submitted to CLIENT for approval. CLIENT reserves the right to accept or reject the requests.

ARTICLE 4 - PURCHASE ORDER PRICES

Prices stated in the PURCHASE ORDER are firm through delivery, unless stated otherwise, and not subject to any escalation factors.

ARTICLE 5 - DELIVERY

- 5.1 The time stipulated for delivery of GOODS is the essence of the PURCHASE ORDER. The SUPPLIER shall give notice to CLIENT of any anticipated delay. Delivery terms shall be read in accordance with the provisions of "INCOTERMS 2010" and any amendments thereto; published by the International Chamber of Commerce, S.A.L Paris, France. SUPPLIER shall be responsible for any incremental installation cost or airfreight cost resulting from late delivery.
- 5.2 The details of delivery are illustrated in EXHIBIT I – SCOPE OF SUPPLY. GOODS shall be adequately packed or protected as per specification and instruction.

ARTICLE 6 - BANK GUARANTEE/ PERFORMANCE GUARANTEE

- 6.1 SUPPLIER shall furnish to CLIENT an irrevocable first call bank guarantee, in the format attached hereto, issued by a bank operating in Malaysia or Vietnam and acceptable to CLIENT, within thirty (30) days of the award of the PURCHASE ORDER. The expiry date of which shall not be earlier than thirty (30) days after the end of the warranty period, to an extent not less than five percent (5%) of PURCHASE ORDER value by way of guarantee for the due performance by SUPPLIER of

its entire obligations under the PURCHASE ORDER, such guarantee to be binding notwithstanding such variation, alterations or extensions of time as may be made, given, conceded or agreed under the PURCHASE ORDER. The expense of preparing, completing and stamping such instrument shall be borne by SUPPLIER.

- 6.2 Should the expiry date of the bank guarantee required to be furnished occur before thirty (30) days after the end of the warranty period, SUPPLIER shall provide, at least fourteen (14) days before the date of expiry, another guarantee in the form similar to and in the amount of those previously provided, except for a revised date of expiry which shall not be earlier than thirty (30) days after the end of the warranty period.
- 6.3 If the bank guarantee is not duly furnished by SUPPLIER to CLIENT within thirty (30) days of the award of the PURCHASE ORDER, CLIENT may at its option and without prejudice to any rights or claims it may have against SUPPLIER by reason of SUPPLIER's non-compliance with this requirement, terminate the PURCHASE ORDER by giving notice in writing to SUPPLIER or otherwise have the right to withhold any payment that is due or becoming due to SUPPLIER. CLIENT shall thereupon not be liable for any claim or demand from SUPPLIER under the provisions of the PURCHASE ORDER in respect of anything then already done or furnished, or in respect of any matter or thing whatsoever in connection with or relating to the PURCHASE ORDER, but CLIENT shall be entitled to be repaid by SUPPLIER all out-of-pocket expenses incurred by CLIENT incident to the obtaining of a new SUPPLIER.
- 6.4 CLIENT reserves the right to instruct SUPPLIER to revise the bank guarantee amount to correspond to any increase in the PURCHASE ORDER value due to CHANGE ORDER(s).
- 6.5 Where a substantial portion of the obligations to be performed by SUPPLIER is to be undertaken by SUPPLIER's principal, associate or parent company, CLIENT shall have the right to require SUPPLIER to furnish CLIENT with a performance guarantee issued by the said principal, associate or parent company within thirty (30) days of the award of the PURCHASE ORDER. Such performance guarantee shall be in the format attached hereto.

ARTICLE 7 - DEFAULT OF SUPPLIER

- 7.1 The occurrence of any of the following events shall be deemed a default by SUPPLIER under this PURCHASE ORDER:
 - (a) Any attempted transfer or assignment or sub-contract by SUPPLIER of its right or duties under this PURCHASE ORDER without the prior written consent of CLIENT; or
 - (b) The making by SUPPLIER of an assignment for the benefits of creditors, the filing by or against SUPPLIER of a petition in bankruptcy or for corporate reorganisation, or the appointment of a receiver or trustee for SUPPLIER or the properties of SUPPLIER; or
 - (c) The failure of SUPPLIER 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 SUPPLIER and the continued existence thereof for more than thirty (30) days; or
 - (d) The failure of SUPPLIER, in the opinion of CLIENT, to comply with the PURCHASE ORDER or to provide the GOODS 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 SUPPLIER to perform any part of the PURCHASE ORDER in a safe, efficient, professional, workmanlike, skillful, 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



- 7.2 CLIENT shall notify SUPPLIER in writing of any default and require SUPPLIER to immediately take appropriate correction action without however prejudicing any of CLIENT rights hereunder or in law or equity.
- 7.3 Notwithstanding the foregoing, in the event of default by SUPPLIER, CLIENT shall, at CLIENT's sole discretion, enforce the bank guarantee and/ or performance guarantee for delivery of the GOODS.

ARTICLE 8 - ACCEPTANCE OF GOODS

- 8.1 In the case of GOODS delivered, or part thereof, by SUPPLIER not conforming with the PURCHASE ORDER, whether by reason of not being of the quality or not in the quantity or measurement stipulated or being unfit for the purpose for which they are required where such purpose has been made known to SUPPLIER, CLIENT shall have the right to reject or not to accept such GOODS; request SUPPLIER to repair or replace such GOODS; supply any shortfall in the event of shortfall in delivery and to purchase elsewhere. SUPPLIER shall bear all expenses incurred by either SUPPLIER or CLIENT as a result of the rejection, repair or replacement of the GOODS or supply of shortfall in delivery including but not limited to cost of transportation and customs duties.
- 8.2 Where CLIENT or its appointed contractor makes an inspection of a representative sample of the GOODS on delivery of the consignment and it is found that there are defective GOODS or GOODS not in accordance with the technical specification in the representative sample, SUPPLIER shall bear the additional cost of inspecting the whole of the GOODS supplied to ascertain their quality or quantity or measurement stipulated or being fit for the purpose for which they are required.
- 8.3 The making of any prior payments by CLIENT shall not prejudice the CLIENT's rights of rejection.

ARTICLE 9 - INVOICING AND PAYMENT

- 9.1 At the beginning of each calendar month, SUPPLIER shall invoice CLIENT when the GOODS has been delivered and accepted by CLIENT during the previous month. The invoice may include any amount due to SUPPLIER, which has not been invoiced previously, as well as any charges made by SUPPLIER for expenditures on CLIENT's behalf. Expenditures on CLIENT's behalf shall be authorised in writing by CLIENT's administrative before being incurred.
- 9.2 All invoices claimed by SUPPLIER shall be itemized as being directly associated with the PURCHASE ORDER and shall be verified and signed by CLIENT's Representative prior to submission to CLIENT for payment. Invoicing for GOODS delivered shall be kept current at all times. All invoices submitted shall comply with the requirement of EXHIBIT VII – ADMINISTRATIVE PROCEDURES.
- 9.3 Any charges made by SUPPLIER for items reimbursable at actual cost under this PURCHASE ORDER or payments made on CLIENT's behalf shall be net of all discounts and allowances, whether or not taken by SUPPLIER. The 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 VII – ADMINISTRATIVE PROCEDURES.
- 9.4 Invoice(s) shall indicate PURCHASE ORDER's number and title and shall be submitted in one (1) original copy complete with the necessary documentation required by CLIENT and shall be addressed to:

**KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION
PRODUCTION CORPORATION LTD (PVEP – KHANH MY)**
19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S. R. Vietnam
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- 9.5 At CLIENT's option, the cost of GOODS under any particular change order shall be invoiced either by progressive invoicing of the portion of GOODS delivered in accordance with the approved progress payment schedule or when all GOODS for that particular change order is delivered, whichever is applicable. CLIENT will indicate in each change order the method by which the cost of the change order shall be invoiced.
- 9.6 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
- 9.7 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 SUPPLIER of the disputed items within thirty (30) calendar days of the receipt by CLIENT of that particular invoice
- 9.8 CLIENT shall be entitled to withhold payment if any of SUPPLIER's invoices do not include the supporting documentation required by CLIENT.
- 9.9 Payment due to SUPPLIER may be withheld by CLIENT on account of the following:
- a) unsatisfactory performance of PURCHASE ORDER;
 - b) the filing of claims against CLIENT caused by acts or omissions of SUPPLIER or failure of SUPPLIER;

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

- 9.10 If and when the cause or causes for withholding any such payment has/ have been remedied or removed by SUPPLIER as specified in ARTICLE 9.9 and satisfactory evidence of such remedy or removal has been presented to CLIENT, the payments withheld shall be made forthwith by CLIENT.
- 9.11 If SUPPLIER 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 SUPPLIER by CLIENT as specified in ARTICLE 9.9, 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 SUPPLIER under PURCHASE ORDER provided always that this provision shall not affect any other remedy to which CLIENT may be entitled to for the recovery of such sums.
- 9.12 All payments to SUPPLIER 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 average exchange rate between buying and selling 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.

- 9.13 Upon notification of any erroneous billings made by or payments made to SUPPLIER by CLIENT, SUPPLIER 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 SUPPLIER. Accordingly, CLIENT shall pay SUPPLIER any amount of underpayment subject to verification thereof.

- 9.14 Payment made by CLIENT under this PURCHASE ORDER 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 SUPPLIER of its obligations hereunder and in no event shall any such payment affect the warranty obligations by SUPPLIER. Any payments withheld shall be without prejudice to any other rights or remedies that maybe available to CLIENT.
- 9.15 All invoices, financial statements/settlements and billings by SUPPLIER to CLIENT shall reflect properly the facts relating to all activities and transactions handled for CLIENT's account.
- 9.16 SUPPLIER shall submit the final invoice not later than ninety (90) calendar days after GOODS have been delivered, failing which CLIENT may not make any payment for the invoices.
- 9.17 All payment to SUPPLIER shall be made to:

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

ARTICLE 10 – TAXES AND CUSTOMS CHARGES

A. TAXES

- 10.1 "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.
- 10.2 (a) SUPPLIER 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 PURCHASE ORDER. All TAXES levied on SUPPLIER shall be for the account of SUPPLIER and shall not be reimbursed by CLIENT.
- 10.2 (b) In the event SUPPLIER is liable to pay for any TAXES imposed by any relevant Tax Authorities on its SUB-SUPPLIER(s) pursuant to this PURCHASE ORDER, SUPPLIER 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-SUPPLIER(s) shall be for the account of SUPPLIER and shall not be reimbursed by CLIENT.
- 10.3 SUPPLIER 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 SUPPLIER or its SUB-SUPPLIER(s) or against CLIENT for or on account of any payment made to or earned by SUPPLIER in connection with this PURCHASE ORDER.
- 10.4 CLIENT shall have the right to withhold TAXES from payment due to SUPPLIER under this PURCHASE ORDER 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 SUPPLIER with respect to the amount so withheld.
- 10.5 (a) If SUPPLIER is under the opinion that the payment due to SUPPLIER should not be subject to withholding tax in Vietnam, SUPPLIER shall submit to CLIENT a letter Issued by Vietnamese Tax Authorities confirming that SUPPLIER is a resident in Vietnam, failing which CLIENT shall consider SUPPLIER a non-resident in Vietnam for tax purposes until such time that the required letter is submitted to CLIENT.



- 10.5 (b) Where SUPPLIER is claiming any tax benefits and/or exemption in relation to payment due to SUPPLIER under this PURCHASE ORDER in accordance with Double Taxation Agreement, SUPPLIER is required to provide its original certificate of residence issued by SUPPLIER's Tax Authorities that has been legalised and Tax exemption notice specified in APPENDIX V-8 within fifteen (15) days from PURCHASE ORDER signing date, in the absence of which, CLIENT shall withhold TAXES from all payments due to SUPPLIER under this PURCHASE ORDER. CLIENT shall not be responsible if SUPPLIER not qualify to be entitled to any tax benefits and/or exemption according to Double Taxation Agreement.
- 10.6 Upon payment of any applicable TAXES to Tax Authorities, CLIENT shall provide SUPPLIER with official receipts or other supporting documents in respect of such deduction or withholding.
- 10.7 SUPPLIER 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 SUPPLIER or its SUB-SUPPLIER(s) to comply with applicable tax reporting, return, or other procedural requirement with respect to PURCHASE ORDER. 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.
- 10.8 SUPPLIER 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.
- 10.9 In the event that SUPPLIER 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, SUPPLIER shall be solely liable or responsible for the following:
- (a) Any liability for TAXES;
 - (b) Any and all other costs incurred by SUPPLIER due to the creation of a permanent establishment; and
 - (c) Any tax and other filing obligation occasioned by the creation of the permanent establishment.
- 10.10 Where VAT is applicable to the supply of equipment, materials and/or goods by SUPPLIER, CLIENT shall be responsible for and pay VAT when invoiced by SUPPLIER for any taxable equipment, materials and/or goods, provided that SUPPLIER shall provide CLIENT a copy of valid VAT license issued by the Vietnamese Tax Authorities confirming that SUPPLIER 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

- 10.11 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 SUPPLIER.
- 10.12 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 SUPPLIER 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.
- 10.13 In the event CLIENT is liable to pay for any CUSTOMS CHARGES imposed by the relevant Customs Authority of Vietnam pursuant to this PURCHASE ORDER, CLIENT shall be responsible for and shall pay at its own expense when due and payable all CUSTOMS CHARGES assessed against it.
- 10.14 SUPPLIER 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 SUPPLIER is liable for any actual or alleged failures by SUPPLIER or its SUB-SUPPLIER(s) to comply with applicable reporting, return, or other procedural requirement with respect to their payment in connection with this PURCHASE ORDER. 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.

10.15 During the performance of PURCHASE ORDER 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.

10.16 SUPPLIER 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. SUPPLIER 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 PURCHASE ORDER.

10.17 SUPPLIER 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.

ARTICLE 11 - ACCESS AND AUDIT

11.1 CLIENT shall have the right to expedite and inspect the GOODS at any time and/or audit all SUPPLIER's documents and records related to this PURCHASE ORDER. Such right shall remain in force until up to twelve (12) months after expiry or termination of this PURCHASE ORDER.

11.2 SUPPLIER shall permit at its work sites and at the work sites of any of its SUB-SUPPLIERS such expediting and inspection surveillance as is considered necessary by CLIENT. Any such expediting, inspection or any failure to do so shall in no way relieve SUPPLIER of his obligations under the PURCHASE ORDER.

ARTICLE 12 - CONFIDENTIALITY

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

ARTICLE 13 - SUSPENSION

CLIENT shall have the right to suspend the PURCHASE ORDER for any reasons, including but not limited to the followings:

- (a) Force Majeure (as per ARTICLE 23 herein);
- (b) In the event of any complete or partial stoppage of CLIENT projects;
- (c) Failure on part of SUPPLIER to perform obligations as per PURCHASE ORDER.

ARTICLE 14 - TERMINATION

14.1 For default

In the event of any breach of any of the conditions of this PURCHASE ORDER including but not be limited to the failure to deliver the GOODS by the due date, then CLIENT without prejudice to any other rights, may terminate this PURCHASE ORDER and may return any GOODS previously supplied under this PURCHASE ORDER for full credit by SUPPLIER. In the event of termination, CLIENT shall have available to it all rights and remedies provided in law or equity.

14.2 For Liquidation or reconstruction

This PURCHASE ORDER may be terminated as follows:

- (a) by CLIENT with immediate effect if SUPPLIER goes into liquidation other than for the purpose of reconstruction, becomes insolvent or makes any arrangement with creditors or has any form of execution levied against his GOODS or commits any act of bankruptcy.
- (b) by CLIENT in the event of the ownership or control of SUPPLIER being materially altered.

14.3 In the event of termination under ARTICLE 14.1 and 14.2, CLIENT shall, after giving fourteen (14) day notice in writing to SUPPLIER and without prejudice to any other rights CLIENT may have under this PURCHASE ORDER or at law, have the right to:

- (a) enter upon the work sites without thereby voiding this PURCHASE ORDER, or release the SUPPLIER of its obligations or liability under this PURCHASE ORDER and take possession of the works undertaken pursuant to this PURCHASE ORDER and more specifically, materials and construction equipment required for the works pursuant to this PURCHASE ORDER, and complete the works by its agents, workmen and/or contractors, or re-let or subcontract the same on such terms and to such persons, firms or corporation as CLIENT in its absolute discretion may think proper.
- (b) use or authorise the use of any materials and construction equipment without being liable to any loss or damage thereto.

14.4 For convenience

This PURCHASE ORDER may be terminated by CLIENT at any time for any reason and at its absolute discretion by giving fourteen (14) day prior notice in writing. On the receipt of such notice, SUPPLIER shall either immediately or upon such other date as is specified in the notice:

- (a) discontinue its performance of the works pursuant to this PURCHASE ORDER other than such part of the works as CLIENT may instruct for the purpose of protecting, making safe or tidying up such parts of the works as may already have been executed or may be in the course of execution;
- (b) assign to CLIENT or its nominee to the extent required by the CLIENT, all sub-contracts and other obligations and any rights and titles;
- (c) terminate all sub-contracts and other obligations not assigned to CLIENT pursuant to (b) above, except for those sub-supplier as are required for the works as stipulated in (a) above which sub-contracts shall terminate upon completion of such works;
- (d) enable CLIENT or its nominee to take over the works so far completed and more specifically, all or the relevant part of materials required for the works in the SUPPLIER's care, custody or control;
- (e) remove from the works all construction equipment owned by SUPPLIER;
- (f) deliver to CLIENT or its nominee all plans, schedules, drawings, specifications, calculations and all other data prepared by SUPPLIER or any of its SUB-SUPPLIER in connection with this PURCHASE ORDER and all documents, drawings and other data supplied by CLIENT in connection with this PURCHASE ORDER.

In the event of termination under this paragraph and by way of full settlement, CLIENT shall pay a fair and reasonable price for all GOODS delivered or in a deliverable state at the date when such notice is given, together with such other charges occasioned directly by the termination as CLIENT shall consider reasonable, subject to verification thereof.

ARTICLE 15 - WARRANTY

15.1 Without prejudice to any other rights whether implied by statutes or otherwise which CLIENT may have, SUPPLIER warrants that GOODS supplied under this PURCHASE ORDER are new,

unused, comply with the technical specifications, free from defects in materials, free from defects in workmanship, be of 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 GOODS or twelve (12) months after the GOODS have been successfully commissioned whichever occurs earlier.

- 15.2 SUPPLIER warrants that the scope of warranty coverage shall include replacement of all materials found defective during warranty period at no cost to CLIENT. SUPPLIER also warrants that all technical services provided for making GOODS any defective GOODS during the warranty period shall be at SUPPLIER's own cost.
- 15.3 The scope of SUPPLIER's warranty shall cover all expenses incurred in the repair, replacement, remedy and transportation of the defective GOODS at the mill, CLIENT's supply base or at work site.
- 15.4 Notwithstanding anything contrary under this PURCHASE ORDER, if the defects appear within the warranty period as described above, CLIENT shall notify SUPPLIER of the defects. At CLIENT's option, CLIENT may instruct SUPPLIER to repair or replace or remedy the defective GOODS at no charge to CLIENT. Without prejudice to CLIENT's rights herein and in law, should SUPPLIER fail to make good the defect or deficiency as required by CLIENT, CLIENT shall be entitled to have the defect or deficiency or part thereof, as the case may be, carried out by its own personnel or by other SUPPLIER appointed by CLIENT. If the defect or deficiency or part thereof is work which SUPPLIER should have carried out at SUPPLIER's own cost, CLIENT shall, in addition to its right to invoke any bank guarantee which may have been furnished by the SUPPLIER, be entitled to recover from SUPPLIER the total cost to CLIENT thereof or may deduct the same from any payment due or which may become due to SUPPLIER and if there are no or insufficient moneys available, SUPPLIER shall reimburse CLIENT within thirty (30) days after invoicing for all such costs. In any events, SUPPLIER shall guarantee the GOODS in the same term provided in the foregoing ARTICLES. The amount of liability for rectification of defective GOODS shall not exceed 100% value of the PURCHASE ORDER.
- 15.5 CLIENT's inspecting, testing, witnessing tests, paying invoices or issuing any final acceptance shall not relieve SUPPLIER from its warranty obligations set forth in this ARTICLE.

ARTICLE 16 – SPARE PARTS SUPPORT

This PURCHASE ORDER is placed on the understanding that component parts, or identical replacement of the GOODS will be available to CLIENT for a period of at least five (5) years from the date of this PURCHASE ORDER, or prior to these parts being made obsolete, at least twelve (12) month notice shall be given to CLIENT in writing.

ARTICLE 17 - ENGINEERING CODES AND STANDARDS

The codes and standards which apply to the GOODS covered by this PURCHASE ORDER are listed in the specifications. These codes and standards may be revised from time to time and it shall be the SUPPLIER's responsibility to ensure that the latest revisions to these codes and standards are being adhered to. Any difference in these codes and standards and revisions shall be immediately notified in writing to CLIENT.

ARTICLE 18 - MANUFACTURING CHANGES

CLIENT shall be advised of all changes in the specification or method of construction of GOODS supplied before such changes are implemented. In the event of CLIENT accepting the change, written approval shall be sent to SUPPLIER.

ARTICLE 19 - PATENT INDEMNITY

SUPPLIER shall indemnify CLIENT against any claim of infringement of patents, registered designs or other rights which may arise as a result of the sale or use of the GOODS supplied by the SUPPLIER.

ARTICLE 20 - LIABILITIES AND INDEMNITIES (N/A)

20.1 SUPPLIER shall be responsible and shall protect, indemnify and save CLIENT harmless from and against any claims, demands and causes of action for damage to any property as well as death of



or personnel injury to any person arising out of the act or omission to act, negligent or otherwise, of SUPPLIER, SUPPLIER's employees and SUPPLIER's agents. SUPPLIER shall carry and maintain all applicable insurance as required by law and this PURCHASE ORDER.

- 20.2 SUPPLIER shall be responsible for and shall protect, defend, indemnify and hold harmless CLIENT 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 SUPPLIER arising during and/or as a result of the performance of this PURCHASE ORDER.
- 20.3 CLIENT shall be responsible for and shall protect, defend, indemnify and hold harmless SUPPLIER 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 arising during and/or as a result of the performance of this PURCHASE ORDER.
- 20.4 SUPPLIER shall be responsible for and shall protect, defend, indemnify and hold harmless CLIENT 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 PURCHASE ORDER without regard to whether any act or omission of CLIENT contributed to such injury, death or damage to or loss of property. However, SUPPLIER shall not be held responsible for nor be liable to indemnify and hold CLIENT harmless for injury, death or property damage caused by the sole negligence or willful misconduct of CLIENT. SUPPLIER's indemnity hereunder shall not exceed **United States Dollars One Million (USD1,000,000.00)** for any one occurrence.

In respect of claims, liabilities, costs, damages and expenses in excess of **United States Dollars One Million (USD1,000,000.00)** for any one occurrence, the respective liabilities of SUPPLIER and CLIENT as to the amount over and above **United States Dollars One Million (USD1,000,000.00)** shall be determined according to law.

- 20.5 SUPPLIER shall be liable for and shall indemnify and hold harmless CLIENT against any damage to or destruction or loss of property owned, rented or operated by CLIENT, arising during, and/or as a result of the performance of this PURCHASE ORDER by SUPPLIER, without regard to whether any act or omission of CLIENT contributed to the damage, destruction or loss. However, SUPPLIER shall not be responsible for nor liable to indemnify and hold CLIENT harmless for any such property damage, destruction or loss caused by the sole negligence or willful misconduct of CLIENT.
- 20.6 Save as otherwise expressly provided in ARTICLE 20.5, SUPPLIER shall assume the risk of, and shall be solely responsible for and in this regard shall indemnify, defend and hold CLIENT harmless against any claims arising out of all damage to and/or loss or destruction of SUPPLIER equipment and property, from any cause whatsoever, at all times during the duration of this PURCHASE ORDER. SUPPLIER shall replace any lost or damaged SUPPLIER equipment at SUPPLIER's sole cost in the most expeditious manner possible and at SUPPLIER's sole expense.

ARTICLE 21 - 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 PURCHASE ORDER.

ARTICLE 22 - LIENS AND CLAIMS

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

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ARTICLE 23 - FORCE MAJEURE

- 23.1 No failure or omission by either the SUPPLIER or CLIENT to carry out or observe any of the stipulations, conditions or obligations to be performed thereunder shall, except as herein expressly agreed to the contrary, give rise to any claim against the other party or be deemed to be a breach of contract if such failure or omission arises from a cause reasonably beyond the control of the party claiming Force Majeure.
- 23.2 The events falling within Force Majeure are Acts of God or force of nature, landslide, lightning, earthquake, flood, fire, explosion, storm or storm warning tidal wave, shipwreck and perils to navigation, act of war (declared or undeclared) or public enemy, strike act (excluding strikes, lockouts or other industrial disputes or action solely amongst employees of SUPPLIER or its SUB-SUPPLIERS) or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or similar events beyond the control of the Parties or either of them. Force Majeure shall exclude financial distress on the part of SUPPLIER or its SUB-SUPPLIERS.
- 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 SUPPLIER and/ or a SUB-SUPPLIER caused by unavailability of equipment, supervisors, or labour, inefficiencies or similar occurrence; or
 - (c) Mechanical breakdown of any item of SUPPLIER's or its SUB-SUPPLIER(s)'s equipment, plant, or machinery; or
 - (d) Financial distress of SUPPLIER or SUB-SUPPLIER(s).
- 23.3 In the event of any complete or partial stoppage of CLIENT's project for which the GOODS are required for reasons beyond CLIENT's control including but not limited to Force Majeure, then the supply of the GOODS or the completion of any work may be suspended or postponed at CLIENT's option until the Force Majeure circumstances preventing or hindering the use of the GOODS have ceased subject to the SUPPLIER's right to receive payment for all GOODS provided and/or work executed up to the date of suspension in accordance with the TERMS AND CONDITIONS of this PURCHASE ORDER, together with such other charges occasioned directly by the suspension as CLIENT shall consider reasonable, subject to verification thereof.

ARTICLE 24 - HEALTH, SAFETY AND ENVIRONMENT

- 24.1 SUPPLIER shall comply with all laws, regulations, and requirements pertaining to safety, health, fire, environmental protection, and security regulations, which are applicable to supply of GOODS.
- 24.2 SUPPLIER shall ensure its personnel to comply at all times with the requirements as set forth by CLIENT in its HSE manuals, safety manual, policies, procedures, any special instructions.
- 24.3 SUPPLIER shall ensure that all services, materials, and SUPPLIER's items used in the supply of GOODS comply with the above laws, regulations, and requirements and otherwise meet generally accepted industry standards for occupational health, safety and environment.

ARTICLE 25 – SUB-CONTRACTS AND ASSIGNMENT

SUPPLIER shall not subcontract or assign any part of or sum due under the PURCHASE ORDER without the prior written approval of CLIENT. Un-priced copies of any such orders shall be supplied immediately to CLIENT after each sub-orders are issued by SUPPLIER. SUPPLIER shall procure for CLIENT or its appointed representative the right to enter the SUB-SUPPLIERS' premises for the purpose of expediting and inspection.

ARTICLE 26 – VENDOR’S DATA REQUIREMENTS AND SUBMITTAL

Drawings and vendor's data are to be submitted in strict compliance with the specifications. If for any reason, the transmission of drawings and vendor data shall be delayed, CLIENT is to be informed immediately in writing, giving reason in for such delay. All drawings and vendor data shall be delivered to CLIENT by hand or through courier service. All preliminary, intermediate and final drawings and vendor data to be furnished shall be subjected to expediting by CLIENT or its appointed contractors.

ARTICLE 27 – EXPEDITING (N/A)

- 27.1 CLIENT or its appointed contractor shall have the right to visit SUPPLIER's plants and those of SUB-SUPPLIERS for expediting purposes at any time prior to shipment of the GOODS. SUPPLIER and its SUB-SUPPLIERS shall provide access to their works at all times to CLIENT or its appointed contractor. SUPPLIER's sub-orders must carry a note to this effect.
- 27.2 SUPPLIER shall send two (2) copies of correspondence regarding expediting and scheduling to CLIENT and/or its appointed contractor. Immediately after placing sub-orders for major components of this PURCHASE ORDER, SUPPLIER shall furnish to CLIENT and/or its appointed contractor four (4) un-priced copies of the sub-orders showing SUB-SUPPLIER's name, sub-order number, manufacture location and promised shipping date.
- 27.3 SUPPLIER shall comply to the production plan including the engineering work, procurement, sub-orders delivery, manufacturing or construction, inspection, calibrating and testing, final assembly and shipping date(s) as specified under the Exhibit I herein below.
- 27.4 SUPPLIER shall submit a monthly progress report prior to start of manufacturing and thereafter on a fortnightly basis, in sufficient detail to allow a realistic evaluation of all phases of progress toward PURCHASE ORDER completion. This report shall contain a detailed status of engineering, procurement, manufacturing, inspection and testing, final assembly and delivery. This report shall also be accompanied by an updated sub-order status, problem areas and measures taken by SUPPLIER to resolve problems. The progress report shall be submitted irrespective of any expediting and inspection visits made by CLIENT or its appointed contractor.
- 27.5 Expediting of the PURCHASE ORDER and SUPPLIER's sub-orders by CLIENT or its appointed contractor does not relieve SUB-SUPPLIERS from their responsibilities to ensure that all sub-orders are delivered to SUPPLIER's works or plant by the due date.

ARTICLE 28 – INSPECTION (N/A)

- 28.1 CLIENT or its appointed contractor shall have the right to inspect, witness tests and survey the quality of GOODS at SUPPLIER's and its SUB-SUPPLIERS' mill at any time during manufacture. SUPPLIER is required to provide every facility for such right to CLIENT or its appointed contractor. SUPPLIER's sub-orders to its SUB-SUPPLIERS shall carry a note to this effect. SUPPLIER's failure to instruct SUB-SUPPLIERS of the right to CLIENT or its appointed Service Provider make plant visit for quality assurance purposes at any time prior to shipment of the GOODS may result in rejection of the GOODS manufactured at SUB-SUPPLIERS' plants.
- 28.2 SUPPLIER shall include in all orders to SUB-SUPPLIERS those specifications included with this PURCHASE ORDER, which governs the manufacturing, or testing of GOODS produced by each SUB-SUPPLIERS. Such specifications, data or other technical description shall be available for review by CLIENT or its appointed contractor at the SUB-SUPPLIER's facility.
- 28.3 CLIENT or its appointed contractor shall be given seven (7) working day written notice prior to inspection points agreed upon. Where progressive inspection will be carried out during manufacturing, notification shall be given on the date when actual manufacturing or assembly starts in the shop. Inspection records shall be submitted in accordance with the SUPPLIER's data requirement.
- 28.4 Listed below are various stages of inspection that may be required to be carried out by CLIENT or its appointed contractor for the purpose of quality assurance:



- (a) Material check;
- (b) Dimensional check;
- (c) Procedure/performance qualification check;
- (d) Final packing check.

ARTICLE 29 - NOTIFICATION FOR SHIPMENT (N/A)

Upon vessel nomination, SUPPLIER shall notify CLIENT and its appointed freight forwarding contractor by facsimile or telex, to be subsequently followed by a confirmation letter, thirty (30) days prior to the scheduled date of delivery. The facsimile or telex and confirmation letter shall include but not limited to the following information:

- (a) PURCHASE ORDER number and GOODS description;
- (b) Number of packages;
- (c) Weight and dimension of each package;
- (d) Vessel's name (Carrier/Flight Number for air freight), estimated time of departure (ETD) from port of export and estimated time of arrival (ETA) at port of discharge.

Address of CLIENT's appointed freight forwarding contractor will be transmitted under separate letter by CLIENT.

ARTICLE 30 - SHIPPING DOCUMENTATION (N/A)

The original shipping documentation and three (3) copies each of SUPPLIER's Pro-forma Invoice, Certificate of Origin and Export Packing list must be submitted to CLIENT one (1) week prior to the scheduled arrival of the nominated vessel at port of destination (discharge). Failure to adhere to the above requirement may result in SUPPLIER having to pay any incurred storage and demurrage charges.

ARTICLE 31 - GOVERNING LAW AND LANGUAGE

31.1 This PURCHASE ORDER shall be governed, construed and shall take effect in accordance with the Laws of Vietnam, without having regards to its conflict of law provisions; and Parties hereby submit to the jurisdiction of the court hereof.

SUPPLIER shall bear all costs for compliance with all applicable laws, rules and regulations and obtaining authorities' approval, licenses, permits for the delivery of the PURCHASE ORDER.

31.2 All documents produced by SUPPLIER in the performance of this PURCHASE ORDER as well as all written communications between CLIENT and SUPPLIER shall be written in the English language which is hereby designated the governing language of the PURCHASE ORDER. SUPPLIER and CLIENT may use any language within their own organizations, except that all sub-contracts and all written communications pertaining to them shall be in English.

ARTICLE 32 – ARBITRATION

32.1 Any dispute between the Parties as to the performance of this PURCHASE ORDER 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.

ARTICLE 33 - AMENDMENTS AND INCONSISTENCIES

Any amendments to this PURCHASE ORDER shall first be mutually agreed and formalised in writing. In the event of any conflict or inconsistency between the TERMS AND CONDITIONS of the PURCHASE ORDER and the Exhibits to this PURCHASE ORDER, the TERMS AND CONDITIONS of the PURCHASE ORDER shall prevail.

ARTICLE 34 - LIQUIDATED DAMAGES

- 34.1 The time stipulated for delivery of GOODS in the PURCHASE ORDER shall be of essence. SUPPLIER agrees to effect delivery of GOODS on or before the stipulated DELIVERY DATE. If for any reason, delivery shall be delayed, SUPPLIER is to notify CLIENT immediately in writing, giving reason (s) for such delay.
- 34.2 In case of late delivery of the GOODS or any part thereof, CLIENT may impose damages of one percent (1%) of the total PURCHASE ORDER value per week or part thereof up to a maximum of eight percent (08%) of the total PURCHASE ORDER value.
- 34.3 SUPPLIER agrees that this right of claim for late delivery does not prejudice or bar CLIENT's right to claim damages for other breaches.

ARTICLE 35 - PATENTS AND OTHER PROPRIETARY RIGHTS

- 35.1 SUPPLIER 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 SUPPLIER performing its obligations in the CONTRACT, or by reason of the manner in which the same is performed, or through the use by SUPPLIER or any patented article or device.
- 35.2 The indemnities set forth in this ARTICLE shall include without limitation all penalties, awards, and judgments; all court and arbitration costs; attorney's fees; and other reasonable expenses associated with such claims, demands, and causes of action. SUPPLIER 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 defense with attorneys its own selection.
- 35.3 SUPPLIER shall disclose promptly to CLIENT all inventions, discoveries, and improvements (whether patentable or not) conceived or made by SUPPLIER's Personnel, either alone or jointly with others, and which are based on the technical information provided to SUPPLIER by CLIENT in the course of the SERVICES. SUPPLIER shall assign and require its personnel to assign to CLIENT, or to its designer, each such invention, discovery, and improvement. SUPPLIER 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 SUPPLIER 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 SUPPLIER of any such protected rights unless such costs have been specifically agreed in writing to be borne by CLIENT. SUPPLIER shall obtain a patent indemnity, if obtainable, for any items manufactured or supplied by others for the benefits of CLIENT.



- 35.5 SUPPLIER hereby grants to CLIENT and its successors an irrevocable, royalty-free, world-wide, transferable, non-exclusive license under all patent and know-how rights now or hereafter owned or controlled by SUPPLIER to make, use, sell, operate, maintain, repair, reconstruct, alter or modify the GOODS in whole or in part.
- 35.6 SUPPLIER shall ensure that any sub-contracts between SUPPLIER and its SUB-SUPPLIER(s) or suppliers contain a provision similar to this ARTICLE.

ARTICLE 36 - ENTIRE AGREEMENT

The TERMS AND CONDITIONS set out in this PURCHASE ORDER, together with any subsequent amendments and any and all designs, drawings, specifications and information which may be supplied in relation to this PURCHASE ORDER represent the entire TERMS AND CONDITIONS of the agreement between CLIENT and SUPPLIER.

ARTICLE 37 - SPECIAL CONDITIONS

Where special conditions are stated on the form of this PURCHASE ORDER, those conditions shall apply equally with the general conditions shown above except that where there is any inconsistency between the general and special conditions, the special conditions shall apply.

This PURCHASE ORDER shall inure to the benefit of and be binding upon the legal representatives and successors of the Parties hereto.

ARTICLE 38 – PETROVIETNAM'S APPROVAL

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

ARTICLE 39 - NOTICES

- 39.1 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, Block 46/13

TEL : +84 28 3638 0789

FAX : +84 28 3963 6633

C.c. : Mr. _____
Subsurface Management (SSF)

C.c. : Mr. _____
Planning - Procurement Management (PPM)

SUPPLIER

NAME : _____

ADDRESS : _____

ATTN : _____

TEL : _____

FAX : _____

39.2 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.

39.3 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.

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

ARTICLE 40 - SIGNATORY

IN WITNESS WHEREOF, the Parties have caused this PURCHASE ORDER to be executed in duplicate originals in their respective corporate names by their respective officers, thereunder duly authorized, as of the date and year first above written.

For and on behalf of
CLIENT

For and on behalf of
SUPPLIER

Name :
Designation :

Name :
Designation :



EXHIBIT I
SCOPE OF WORK

EXHIBIT I
SCOPE OF WORK

TENDER NO.: PVEP-KM/2026/008

1. INTRODUCTION

The Block 46/13 has been operating by Khanh My Petroleum Operating Branch (PVEP-KHANH MY) since 15 January 2024. The Outline Development Plan (ODP) of Khanh My – Dam Doi fields was achieved MOIT approval in 2024. PVEP-KHANH MY (herein referred to as CLIENT) is undertaking development of Khanh My (KM) and Dam Doi (DD) fields. The Project's First Gas is expected in Quarter 4 of 2027.

The Khanh My – Dam Doi gas fields consist of multi reservoirs with high amount of CO₂ content. Given that unique characteristic, CLIENT has developed a compositional dynamic simulation model for the Khanh My – Dam Doi fields in order to enhances the optimization and accuracy of recoverable reserves. However, it significantly increases simulation time.

To comply with the recently issued Circular No. 13/2024/TT-BCT dated August 8, 2024 stipulates "*Classification and Reporting of Oil and Gas Reserves and Resources*", sensitivity and uncertainty analyses will also be applied, which further extending the simulation duration.

Therefore, it is necessary to have a powerful dynamic simulation software that can handle such massive simulation task and huge grid cells, and to support the dynamic reservoir simulation task in order to catch up project schedules.

2. OBJECTIVES

The objective of this tender is to procure a reservoir simulation software license with comprehensive technical support and training. The product must be capable of handling complex, moderate to large scale models and extensive uncertainty analysis workflow, ensuring the project schedule for Block 46/13 is met.

3. TECHNICAL REQUIREMENT

3.1 Software functionalities

3.1.1 Core mandatory functionalities

- Import and manage static reservoir models and associated input data within a consistent workflow.
- Ability to perform the simulation tasks for both black-oil and compositional models including advanced features like multi-segment wells (MSW), Local Grid Refinement / Coarsening.
- Deliver reliable and consistent modeling results including history matching and production forecast.
- Interactive 2D and 3D visualization capability in different types: spatial properties mapping, well correlation, cross-section, histogram, results charting..
- Ability to set up queue for successive simulation.
- Ability to perform sensitivity and uncertainty analysis following the probability method to comply with Circular No.13/2024/TT-BCT.
- Be effective for models of moderate to large size, especially those with complex geological and dynamic characteristics.
- The BIDDER must ensure all software licenses are legal and fully owned.

3.1.2 Advanced features

- Parallel processing: software must be multi-core, parallel processing on CPU (Central Processing Unit) or GPU (Graphics Processing Unit) architectures to reduce simulation run times for large compositional model.
- Ability to perform seamless integration and co-simulation capabilities to industry-standard surface network software.

3.2 Bidder's Experience:

- Business License in software products in Oil & Gas industry;
- Demonstrate growing popularity among oil and gas operators, indicating industry-wide trust and adoption. The proposed product must be a recognized, industry standard solution implemented in the Oil & Gas industry for at least 10 years;

- 03 active maintenance service contract in Vietnam should be provided.

3.3 Delivery time: The License shall be available for this service within 01 week after signing Contract or receiving official notice from CLIENT.

3.4 Maintenance services: BIDDER shall provide software and technical support including:

- Program bugs and defects correction.
- Technical support by e-mail, fax and/or telephone, onsite and online.
- Technical support includes the area of reservoir engineering as well as network issues whether related to software and/or hardware, replacement of inactive loss dongles or damaged dongles/disks, etc.
- Free support for changing or migrating the software and database to the supported Operating Systems if required.
- Free upgrades to new releases of the software. New releases, including software and release notes, should be provided to the licensee within 01 week of the release date.

3.5 Training: BIDDER shall provide user guidelines and conduct user level and system administration level training for CLIENT's related staff.

3.6 Personnel: BIDDER is required to provide details of their Manpower for maintenance services, who must meet the following minimum requirements:

- At least 05 years' experience in Reservoir engineering.
- At least 03 years' experience in Software of Oil & Gas

4 CONFIDENTIALITY

CLIENT and BIDDER staff working on the projects will ensure strict confidentiality of all data, information and results used or obtained during the contract and will not disclose them to any third party.

EXHIBIT II
SCHEDULE OF RATES

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 exclusive of VAT but inclusive of all applicable taxes as mentioned in ARTICLE 9 – TAXES AND CUSTOM CHARGES IN TERMS AND CONDITIONS.

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

No.	Description	Unit	Q. ty	Unit price (USD)	Est cost (USD)
I.	Software License	1	license		
II.	Annual Maintenance Fee	1	year		
TOTAL (exclusive of tax)					
VAT					
GRAND TOTAL (inclusive of tax)					

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.



EXHIBIT III
HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS
(NOT APPLICABLE)

EXHIBIT IV

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

(NOT APPLICABLE)

EXHIBIT V
ADMINISTRATIVE PROCEDURES

EXHIBIT V

ADMINISTRATIVE PROCEDURES

V- 1.0 GENERAL

V-1.1 SUPPLIER'S REPRESENTATIVE

SUPPLIER's Representative(s) is the person who shall be responsible for and is duly authorised to represent SUPPLIER at all times and to receive and to act on any request made by CLIENT in delivery of GOODS pursuant to the terms of this PURCHASE ORDER.

Notice concerning operations, which are transmitted to SUPPLIER through its designated SUPPLIER's Representative, will be deemed, for the purpose of this PURCHASE ORDER, to have been sufficiently given.

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

V-1.2 CLIENT'S REPRESENTATIVE

CLIENT'S Representative 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 PURCHASE ORDER and EXHIBITS attached hereto. CLIENT'S Representative shall have the authority to make the final decisions for CLIENT on all questions, controversies, or disputes involving the interpretation and implementation of this PURCHASE.

CLIENT's Representative shall have the right to issue instructions with respect to the PURCHASE ORDER, reject or disapprove of any part of GOODS, which does not conform to this PURCHASE ORDER and his decision shall be final and conclusive.

CLIENT's Representative shall consult with SUPPLIER's Representative in planning and coordinating the delivery of GOODS, and all instruction(s) given by CLIENT's Representative consistent with the provisions of this PURCHASE ORDER shall be deemed those of CLIENT and shall be complied with by SUPPLIER.

CLIENT hereby designates, _____ as CLIENT's Representative.

V-1.3 CLIENT'S SUPPLY BASE(S)

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

V-1.4 CLIENT'S OPERATIONS OFFICE

KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION
PRODUCTION CORPORATION LTD
(PVEP – KHANH MY).
19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S. R. Vietnam

V-1.5 SUPPLIER'S OPERATIONS OFFICE

(Bidder to specify) _____

V-1.6 DELIVERY TERM

All SUPPLIER's GOODS shall be delivered on DDP (Incoterms 2010)

V- 2.0 INVOICING AND PAYMENT PROCEDURES

Pursuant to ARTICLE 8 – "INVOICING AND PAYMENT" of the PURCHASE ORDER, SUPPLIER shall comply with the following instructions and guidelines when preparing and submitting invoice(s):

V-2.1 Invoices for GOODS delivered shall be submitted in the invoicing format given in APPENDIX V-3 together with a copy of the Billing Statement per APPENDIX V-4 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 PURCHASE ORDER
- Delivery/Handover Note accepted by CLIENT's representative

V-2.2 Invoicing and payment procedures requirements shall be in accordance with ARTICLE 8 – INVOICING AND PAYMENTS of this PURCHASE ORDER's Terms and Conditions and APPENDIX V-1 Invoicing and Payment Process Flow.

V-2.3 Invoices shall be submitted as per rates in EXHIBIT II – SCHEDULE OF RATES in accordance with ARTICLE 8 entitled "INVOICING AND PAYMENT" of the terms & conditions.

V-2.4 All invoices shall be prepared on SUPPLIER'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 PURCHASE ORDER title and number, invoices number and date, location (well and rig name) where GOODS are delivered.

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 19, Tòa nhà Victory, số 12 đường Tân Trào, Phường Tân Mỹ, 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 PURCHASE ORDER shall be shown on the invoices. If any such conflict exists, the PURCHASE ORDER 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 SUPPLIER shall submit certified true copies of the invoices and supporting documents duly signed by CLIENT's representative.

V-2.11 Billing shall be supported by verifiable milestone or time sheets (for monthly rate) approved by CLIENT's representatives. All other reimbursable cost is to be supported by appropriate cost summary sheets and verified by CLIENT's representatives.

V- 3.0 TAX EXEMPTION

Where SUPPLIER is claiming any tax benefits and/or exemption in relation to payment due to SUPPLIER under this PURCHASE ORDER in accordance with Double Taxation Agreement, SUPPLIER is required to provide its original certificate of residence issued by SUPPLIER's Tax Authorities that has been legalized and Tax Exemption Notice specified in APPENDIX V-2 within fifteen (15) days from PURCHASE ORDER signing date, in the absence of which, CLIENT shall withhold TAXES from all payments due to SUPPLIER under this PURCHASE ORDER. CLIENT shall not be responsible if SUPPLIER not qualify to be entitled to any tax benefits and/or exemption according to Double Taxation Agreement.

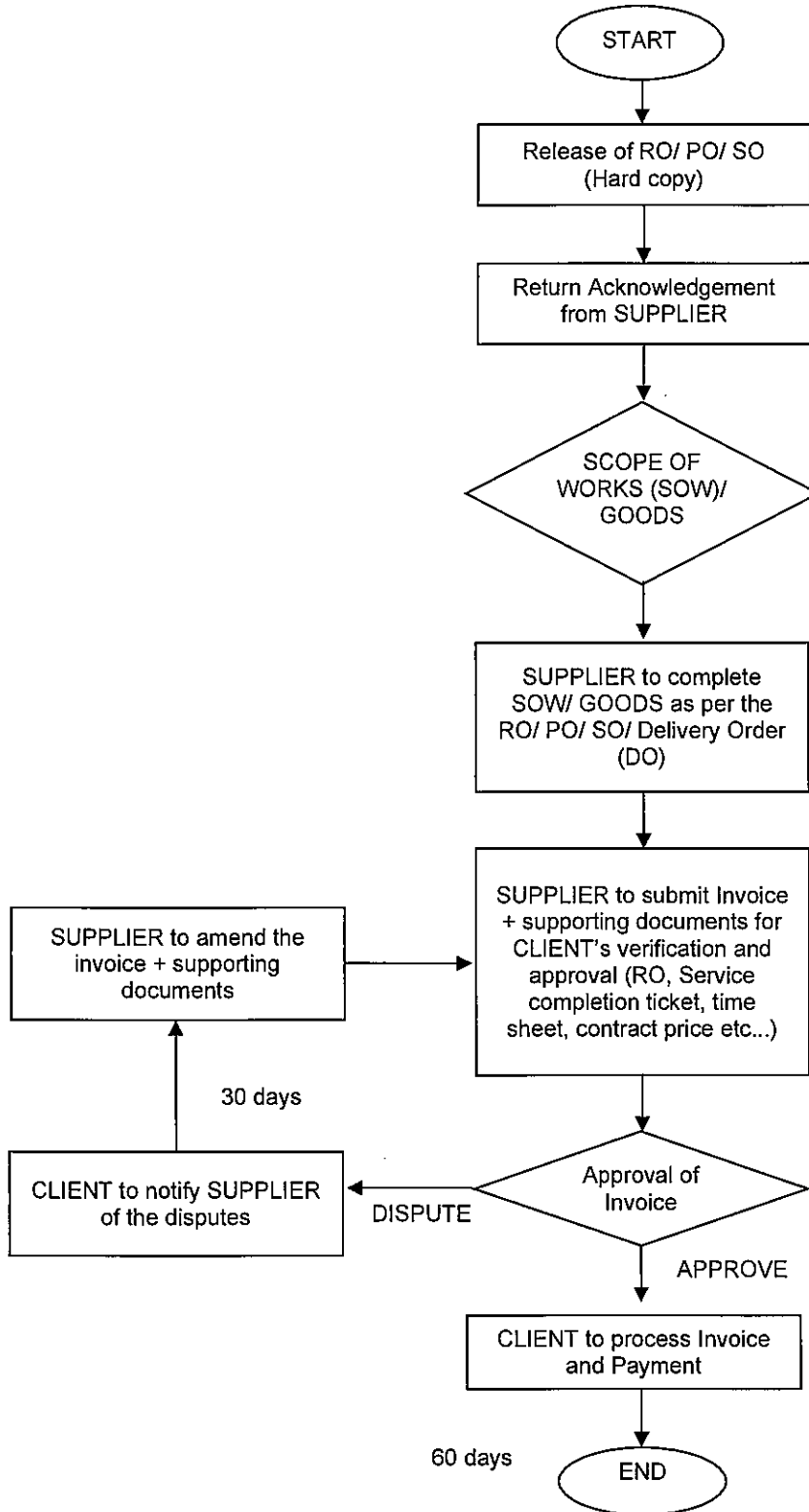
V-4.0 INVOICES AND APPLICABLE SUPPORTING DOCUMENTS

SUPPLIER shall submit invoices with all supporting documents as specified in APPENDIX V-5.



APPENDIX V-1

INVOICING AND PAYMENT PROCESS FLOW



APPENDIX V-2

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"/> Nêu 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"/> Nêu 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 (Nêu 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 ủy 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 (nêu rõ) <input type="checkbox"/> <i>Other (Specify)</i> Số (No.): Ngày cấp:/...../..... tại Cơ quan cấp: Date of issue in issuing agency		
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 (Nêu 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 (nêu rõ) <input type="checkbox"/> <i>Other (Specify)</i> Số (No.): Ngày cấp: tại Cơ quan cấp: Date of issue in Issuing agency		
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 pháp nhân <i>Partnership not forming legal entity</i> <input type="checkbox"/>	<input type="checkbox"/>	AB. Khác (Nêu rõ:.....) <i>Other (Specify)</i>

H

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, eduction (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 kỹ 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

H

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./

**NHÂN VIÊN ĐẠI LÝ THUẾ
CERTIFIED TAX AGENT**

Họ và tên:

Full name

Chứng chỉ hành nghề số:.....

Profession License No.:

....., ngày.....thángnăm

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

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-3

SPECIMEN FORM OF INVOICE

TO: PVEP – KHANH MY

ATTN: Manager, Finance and Accounting Dept.

PURCHASE ORDER Title:
PURCHASE ORDER 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 PURCHASE ORDER.

Total amount of the invoice

SUPPLIER's Bank
And Account Number as per

Verify and sign by

PURCHASE ORDER NO.: _____
SUPPLY OF _____



APPENDIX V-4

BILLING STATEMENT
PVEP – KHANH MY

BILLING STATEMENT AS OF _____

SUPPLIER : _____ PURCHASE ORDER No. : _____

Invoice No.	Invoice Date	Invoice Amount	Brief Description of the Invoice	Cumulative Amount	Submission date to CLIENT	Amount Paid	Date Paid	Remarks



APPENDIX V-5

INVOICE CHECKLIST

ITEM	DESCRIPTION	ORIGINAL	SCAN/COPY	CERTIFIED TRUE COPY	ISSUED BY (*)	REMARKS
A	GENERAL					
1	Payment request	X			SUPPLIER	
2	Commercial Invoice in USD/VND	X			SUPPLIER	
3	Transfer official exchange rate for VND and USD announced by VIETCOMBANK on the date of invoice(s) issuance (Where applicable)		X		SUPPLIER	
4	Billing of statement (where applicable)	X			SUPPLIER	
5	Schedule of rates of signed Contract/Purchase Order/Service Order		X		SUPPLIER and CLIENT	
6	Signed Release Order (where applicable)		X		SUPPLIER and CLIENT	
7	Bank Guarantee for 1st invoice (where applicable)		X		AUTHORIZED ORGANIZATION	
8	Performance Guarantee for 1st invoice (Where applicable)		X		AUTHORIZED ORGANIZATION	
9	Invoice checklist		X		SUPPLIER and CLIENT	
10	Others (to be clearly specified as required by PURCHASE ORDER)					To seek advice fr. SCM on the signing party
B	EQUIPMENT/GOODS/MATERIALS					
1	CC/CQ - Certificate of Compliance/Quality		X		MANUFACTURER/ SUPPLIER	
2	Warranty Certificate	X			MANUFACTURER/ SUPPLIER	
3	Certificate of origin (CO) with country of origin as per PURCHASE ORDER	X		X	MANUFACTURER/ SUPPLIER/CHAMBER OF COMMERCE OF EXPORTING COUNTRY	
4	In case SUPPLIER is Manufacturer's agent, the above mentioned CQ may not be required but a copy of Letter of Authorization issued by Manufacturer shall be submitted to CLIENT			X	MANUFACTURER	

PURCHASE ORDER NO.: _____
 SUPPLY OF _____



ITEM	DESCRIPTION	ORIGINAL	SCAN/COPY	CERTIFIED TRUE COPY	ISSUED BY (*)	REMARKS
5	Confirmation on alternative part	X			MANUFACTURER	
6	Approval on alternative spare part		X		SUPPLIER and CLIENT	
7	Delivery ticket/Handover note with technical acceptance	X			HEAD OF VTSB AND ACCEPTED BY DISCIPLINE ENGINEER	
8	Instruction Manual as required by PURCHASE ORDER		X		MANUFACTURER	
9	Mill Test/Certificate of Materials	X		X	MANUFACTURER	
10	Calibration/test certificate		X	X	AUTHORIZED ORGANIZATION	
11	Approved Changes to Contract/Change Order		X		SUPPLIER and CLIENT	
12	Contract close-out certificate for final invoice	X			SUPPLIER	
13	Others (to be specified as required by PURCHASE ORDER)					To seek advice fr. PPM on the signing party

Notes: SUPPLIER means authorized person who signs the PURCHASE ORDER
CLIENT means authorized person who signs the PURCHASE ORDER
SUPPLIER 's Representative means person to be named and identified in Part V-1.1
CLIENT's Representative means person to be named and identified in Part V-1.2

H



EXHIBIT VI

PACKING, MARKING AND DOCUMENTATION REQUIREMENTS

EXHIBIT VI

PACKING, MARKING AND DOCUMENTATION REQUIREMENTS

VI-1.0 EXPORT PACKING

- VI-1.1 Export packing shall be in accordance with the applicable technical specifications and/ or approved procedures.
- VI-1.2 Each package for shipment must contain a copy of SUPPLIER's Packing List. A duplicate copy of the Packing List must be placed in a waterproof envelope securely fastened to the outside of the package.
- VI-1.3 CLIENT will not pay any cartage or packing expenses unless arranged for before execution of the PURCHASE ORDER.
- VI-1.4 Prior to shipment from SUPPLIER's work place, all GOODS shall be properly packed and preserved to withstand six (6) months outdoor storage in a marine environment.
- VI-1.5 All GOODS shall be protected from damage during sea freight.

VI-2.0 MARKING

VI-2.1 Markings as shown below must appear on two adjacent sides of the packages

- (i) SUPPLIER's Name
- (ii) PURCHASE ORDER Number.....
- (iii) Project name
- (iv) Case/package number of
- (v) Consignee
- (vi) Port of Destination
- (vii) Gross & Net weight(kg)
- (viii) Size/DimensionLength x Width x Height (cm)
- (ix) Made in(Country of manufacture/origin)

Consignee:
PVEP – KHANH MY
19 th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S. R. Vietnam
Attn. : Manager, Planning & Procurement Management Department
Telephone : +84 28 3638 0789
Fax : +84 28 3963 6633
c/o: PVEP
Notify Party: Same as consignee

- VI-2.2 Number packages consecutively starting with number one (No.1), followed by the total number of packages that make up a single shipment.
- VI-2.3 It is imperative that full CLIENT's PURCHASE ORDER number appears on all packages.
- IV-2.4 International signs or wordings, depending on the language used at the Port of Destination, shall be shown to designate special storage or handling requirements e.g. "FRAGILE", "HANDLE WITH CARE", "SLING HERE", "COOL STORAGE", "KEEP DRY", "THIS SIDE UP" etc.
- IV-2.5 Center of balance shall be shown on all large pieces/ boxes.



VI-3.0 CALLING FORWARD FOR IMPORTED GOODS

- VI-3.1 Where applicable, calling forward instructions will originate from the freight-forwarding contractor appointed by CLIENT. SUPPLIER is required to confirm planned delivery date with the appointed freight-forwarding contractor.
- VI-3.2 The appointed freight-forwarding contractor will provide details of the transport/ vessel to which the GOODS are to be delivered, name of loading berth and cargo receiving date. Until receipt of this instruction, SUPPLIER is required to safely store the GOODS.
- VI-3.3 One (1) week prior to the scheduled arrival of the nominated vessel at port of destination (discharge), SUPPLIER shall send to CLIENT three (3) advance copies of the Commercial Invoice, Packing List and Certificate of Origin via email to form a complete set of shipping documents required for preparation of importation by CLIENT.
- VI-3.4 Immediately after dispatch of the GOODS from Port of Loading, SUPPLIER shall promptly inform the CLIENT of the estimated time of arrival of the GOODS at Port of Discharge and in the meantime, send to the CLIENT by first-class express courier at its own cost a full set of documents including **01 original Ocean Bill of Lading, 01 original Commercial Invoice, 01 original Packing List** to enable the CLIENT to prepare necessary procedures for clearance and taking delivery at Port of Discharge. Failure to adhere to the above requirement may result in SUPPLIER having to pay any incurred storage and demurrage charges.
- VI-3.5 SUPPLIER will be responsible for all customs formalities for exportation of GOODS at the point of export. SUPPLIER may request the assistance of CLIENT's freight forwarding contractor, at SUPPLIER's expense, if their services are required. CLIENT will be responsible on all import formalities, i.e. import clearance, payment of import duties, levies and taxes for importation of GOODS at the country of destination if the PURCHASE ORDER requires doing so.

VI-4.0 DELIVERY NOTIFICATION UNDER DELIVERY TERM: DDP

One (1) week prior to delivery of GOODS to final destination as specified in the PURCHASE ORDER, SUPPLIER shall, via email, send notification to CLIENT's Representative together all required supporting documents for preparation of GOODS receipt by CLIENT.

VI-5.0 CERTIFICATE OF ORIGIN

The Certificate of Origin is required in order to facilitate importation. The certificate of origin shall be as follows:

- (a) Certificate of Origin must include Consignee information as above.
- (b) Certificate of Origin must be on commerce forms of the country from which shipment takes place, and be certified by the appropriate Chamber of Commerce.
- (c) Certificate of Origin must be made out in English and must show the name and address of the actual manufacturer of the material. The name of the manufacturer must be shown in the body of the Certificate of Origin under the heading "Description of GOODS". It is not sufficient to show the name of the manufacturer in the "Consignor" box at the top of the form even if you are both consignor and manufacturer.
- (d) In the case where a Chamber of Commerce refuses to certify a Certificate of Origin bearing the name of the manufacturer, it is acceptable to produce a separate declaration, to be attached to the Certificate of Origin, as long as this is certified by a Chamber of Commerce. Where this is not possible, the separate declaration containing the name of the manufacturer must be authenticated by a Public Notary, and then legalized.
- (e) Where materials are supplied as separate units, which are manufactured by SUB-SUPPLIER(s), show the separate manufacturer's name and address on the Certificate of Origin. A declaration of the country of origin must be made when separate units are obtained from foreign sources.

- (f) Where materials are purchased from SUB-SUPPLIER(s) for incorporation into one final unit product and the SUB-SUPPLIER(s) have manufactured the item in the same country as the producer of the final unit product, declare the name and address of the manufacturer of the final product.
- (g) Where material is manufactured as one final product containing materials from sources outside of the producing country, declare the percentage by country of origin or the constituent materials.
- (h) The full shipping marks together with the full PURCHASE ORDER number must be declared in the column provided on the Certificate of Origin.

VI-6.0 CUSTOMS FORMALITIES

SUPPLIER will be responsible for all customs formalities for exportation of GOODS at the point of export.

VI-7.0 TRANSPORTATION TO FINAL DESTINATION

Where applicable, all transportation from nominated delivery point to final destination for GOODS and material in this PURCHASE ORDER will be effected through CLIENT or its appointed freight forwarding contractor or its area freight forwarding agent.



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 : _____

Handwritten mark

PERFORMANCE GUARANTEE FORMAT

Date : _____
To : _____
Attention : General Manager

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 : _____

FORM A
CHECK LIST FORM

FORM A
CHECK LIST FORM

	REQUIREMENT	C or X **	BIDDER'S OPTION/COMMENTS/EXCEPTI ON
A. ARTICLES			
1. Article 1	Interpretation of Purchase Order		
2. Article 2	Definition		
3. Article 3	Form of Purchase Order and Amendments		
4. Article 4	Purchase Order Prices		
5. Article 5	Delivery		
6. Article 6	Bank Guarantee/Performance Guarantee		
7. Article 7	Default of Supplier		
8. Article 8	Acceptance of Goods		
9. Article 9	Invoicing and Payment		
10. Article 10	Taxes and Customs Charges		
11. Article 11	Access and Audit		
12. Article 12	Confidentiality		
13. Article 13	Suspension		
14. Article 14	Termination		
15. Article 15	Warranty		
16. Article 16	Spare part support		
17. Article 17	Engineering Codes and Standards		
18. Article 18	Manufacturing changes		
19. Article 19	Patent Indemnity		
20. Article 20	Liabilities and Indemnification		
21. Article 21	Limitation of Liability		
22. Article 22	Liens and Claims		
23. Article 23	Force Majeure		
24. Article 24	Health, Safety and Environment		
25. Article 25	Sub-supplier(s) and Assignment		
26. Article 26	Vendor's data requirement and submittal		
27. Article 27	Expediting		
28. Article 28	Inspection		
29. Article 29	Notification for shipment		
30. Article 30	Shipping documentation		
31. Article 31	Governing Law and Language		
32. Article 32	Arbitration		
33. Article 33	Amendments and Inconsistencies		
34. Article 34	Liquidated Damages		
35. Article 35	Patents and other proprietary rights		
36. Article 36	Entire Agreement		
37. Article 37	Special conditions		
38. Article 38	PETROVIETNAM's approval		
39. Article 39	Notices		
40. Article 40	Signatory		
B. EXHIBIT			
Exhibit I	Scope of Work		

✓

	REQUIREMENT	C or X **	BIDDER'S OPTION/COMMENTS/EXCEPTI ON
A. ARTICLES			
Exhibit II	Schedule of Rate		
Exhibit III	HEALTH, SAFETY AND ENVIRONMENT (N/A)		
Exhibit IV	CONSEQUENCE MANAGEMENT FOR HEALTH, SAFETY AND ENVIRONMENT (HSE) (N/A)		
Exhibit V	ADMINISTRATIVE PROCEDURES		
Exhibit VI	PACKING, MARKING AND DOCUMENTATION REQUIREMENT		
Exhibit VII	Bank Guarantee and Performance Guarantee		

C: Comply

X: Not comply



FORM B
EXCEPTION FORM

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 NO SPECIFY ANY VALUE.	
				THIS EXCEPTION HAS NO COST IMPACT	THIS EXCEPTION HAS COST IMPACT

2

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

2

FORM C
TECHNICAL PROPOSAL FORM

FORM C
TECHNICAL PROPOSAL FORM

(BIDDER'S LETTER HEAD)

Date :

To : PVEP-KHANH MY
Planning & Procurement Management Department,
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 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 ninety (90) 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 Department,
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 ninety (90) 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

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

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.



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 PARENT/PRINCIPAL/PARTNER BIDDER

NO	DESCRIPTION	BIDDER TO SPECIFY/PROVIDE
2.1	Is BIDDER an Affiliate/Agent of a Parent/Principal/Partner involved in a similar nature of work as the tender? If Yes, please proceed to item 2.2 – 2.8. If No, please skip item 2.2 – 2.8 and state Not Applicable.	Yes / No
2.2	Name of BIDDER	
2.3	Registered address	
2.4	Business address	
2.5	Correspondence address	
2.6	Telephone no.	
2.7	Fax no.	
2.8	Contact person	

A.3.0 CONTRACT PERFORMANCE

NO	DESCRIPTION (BIDDER TO SPECIFY/PROVIDE)	
3.1	If awarded this tender, will your BIDDER perform the work as self-operated or with the support of a Parent/Principal/Partner ? If BIDDER will perform the work under self-operated basis with no Parent/Principal/Partner support, please skip item 3.2 - 3.6. If your Parent/Principal/Partner supports your execution of this tender related work, please proceed to item 3.2 – 3.6.	
3.2	If awarded for this tender, please specify the portion of work done by your BIDDER and your Parent/Principal/Partner BIDDER.	BIDDER :% Parent/Principal/Partner :% Please provide detail write-up of the work portion to be done by each party.
3.3	How long has your Parent/Principal/Partner been in this nature of business?	
3.4	How many years of experience do your Parent/Principal/Partner has?	

N

NO	DESCRIPTION (BIDDER TO SPECIFY/PROVIDE)			
3.5	List active projects and work currently being performed by your Parent/Principal/Partner BIDDER:-			
	BIDDER's Name	Client's Name	Description of Project / Work	Value
3.6	List projects of similar nature to the tender performed by your Parent/Principal/Partner BIDDER in the past:			
	BIDDER's Name	Client's Name	Description of Project / Work	Value

A.4.0 BIDDERS EXPERIENCE IN PROVIDING THE TENDER RELATED SERVICES/WORK

NO	DESCRIPTION (BIDDER TO SPECIFY/PROVIDE)			
4.1	List active projects and work currently being performed:-			
	Client's Name	Description of Project / Work	Value	% Completion
4.2	List projects of similar nature to the tender performed in the past:-			
	Client's Name	Description of Project / Work	Value	% Completion

A.5.0 TECHNICAL QUESTIONAIRES {to be based on approved technical criteria}

NO	PVEP KHANH MY, BLOCK 46/13'S TECHNICAL REQUIREMENTS	BIDDER TO SPECIFY/PROVIDE
5.1	Compliance to SOW as stated in Appendix I - SOW	Bidder to confirm and specify your compliance
5.2	Delivery time as stated in Appendix I - SOW	Bidder to confirm and specify your compliance
5.3	Maintenance services as stated in Appendix I - SOW	Bidder to confirm and specify your compliance

5.4	Training as stated in Appendix I - SOW	Bidder to confirm and specify your compliance
5.5	Bidder's experience as stated in Appendix I - SOW	Bidder to confirm and specify your compliance
5.6	Personnel as stated in Appendix I - SOW	Bidder to confirm and provide their information such as CV, valid training certificates, etc. in bid proposal.
5.7	Contractual Terms & Conditions	Bidder to confirm and specify your compliance

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	
COMPANY'S STAMP/SEAL	



Project Name : KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13, OFFSHORE VIETNAM
ITB No. : PVEP-KM/2026/008
Package : PROVISION OF NEW DYNAMIC SIMULATION SOFTWARE LICENSE FOR PVEP KHANH MY,
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/2026/008 for the PROVISION OF NEW DYNAMIC SIMULATION SOFTWARE LICENSE FOR PVEP KHANH MY, 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".*

