



PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LTD
DOMESTIC PETROLEUM OPERATING BRANCH

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FACSIMILE TRANSMISSION

To: The Bidders

Attns: Mr. Director

Ref: 2263 /PVEP-POC-PPM

Date: 4th Nov, 2025

No. of page(s) (including this cover sheet): 01.

INVITATION TO BID

**TENDER TITLE: PROVISION OF CONSULTANT SERVICES FOR P&A
CAMPAIGN OF WHP-SDA AT SONG DOC FIELD, OFFSHORE
VIETNAM**

TENDER No.: **PVEPPOC-25-10267**

If you have not received the full text of this letter, please call (84-8) 3776 2222

Dear Sir,

DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (hereinafter referred to as "CLIENT") hereby solicits a competitive proposal for the Provision Of Consultant Services For P&A Campaign Of Whp-Sda At Song Doc Field, Offshore Vietnam (Hereinafter referred to as "WORKS").

CLIENT hereby invites BIDDER to submit its Bid Proposal for the WORKS in accordance with this Invitation To Bid and the Instructions To Bid. BIDDER shall be binding to enter into a Contract agreement with CLIENT if the Contract is awarded to BIDDER in accordance with the Terms & Conditions shall be mutually agreed during bidding process.

BIDDER's Bid Proposal must be received by CLIENT not later than 10:00 hours 19 NOV 2025 (Vietnam Time, GMT+7) ("Bid Closing Date") at the CLIENT's address.

BIDDER's Bid Proposal shall be binding for a period of one hundred and eighty (150) calendar days from Bid Closing Date. Any changes in associated with BIDDER's Bid Proposal after Bid Closing Date shall not be allowed and may result in BIDDER's Proposal being disqualified.

Any Tender clarification(s) must be made in writing to the undersigned. Unofficial visits and or discussions with CLIENT shall not be allowed throughout the bidding progress.

In the event that BIDDER declines to Bid, BIDDER is kindly requested to return the Bid document to the undersigned and state out the reasons for declining. Failure to comply with, BIDDER is deemed non-responsive and may be excluded from future Tender participation.

Yours faithfully,
For and On Behalf of CLIENT

LE DUC TUE
Director



INVITATION TO BID (“ITB”)

TENDER NO.: PVEPPOC-25-10267

**PROVISION OF CONSULTANT SERVICES FOR P&A
CAMPAIGN OF WHP-SDA AT SONG DOC FIELD, OFFSHORE
VIETNAM**

CLOSING TIME & DATE

@ 10:00 HOURS, 19 NOVEMBER 2025 (GMT+7)

GENERAL TABLE OF CONTENTS

INVITATION TO BID (ITB)

PART I - ITB INSTRUCTIONS

1. INSTRUCTIONS AND INFORMATION TO BIDDER
2. BIDDER'S QUESTIONNAIRE
3. BIDDING FORMS
4. PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

PART II – CONTRACT DOCUMENT

1. CONTRACT FORM
2. EXHIBITS
 - EXHIBIT I SPECIAL PROVISIONS AND SCOPE OF WORKS
 - EXHIBIT II ADMINISTRATION PROCEDURES
 - EXHIBIT III CONTRACT PRICE SCHEDULE
 - EXHIBIT IV BANK GUARANTEE FORMAT
 - EXHIBIT V PERFORMANCE GUARANTEE FORMAT
 - EXHIBIT VI HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT
 - EXHIBIT VII CONTRACTOR'S PERFORMANCE APPRAISAL
 - EXHIBIT VIII CONFIDENTIALITY AGREEMENT
 - EXHIBIT IX CHANGE ORDER

PART I : ITB INSTRUCTIONS

1. INSTRUCTIONS AND INFORMATION TO BIDDER



INSTRUCTIONS AND INFORMATION TO BIDDER

1.0 GENERAL

- 1.1 DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (hereinafter referred to as "CLIENT") invites BIDDER to submit proposal for Provision of Consultant Services for P&A Campaign of WHP-SDA at Song Doc Field, Offshore Vietnam (hereinafter referred to as "WORKS") under Tender No. PVEPPOC-25-10267 as details in this ITB.
- 1.2 In order for CLIENT to fully assess the relative merits of each proposal, BIDDER is requested to furnish CLIENT with all relevant and complete information as set forth in the following items of "INSTRUCTIONS AND INFORMATION TO BIDDER". BIDDER is urged to comply strictly with ITB's requirements.

1.3 Eligibility of BIDDER

BIDDER shall be eligible required as follows:

a. In case of independent BIDDER:

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

b. In case of Consortium:

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

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

PART I - ITB INSTRUCTIONS

INSTRUCTIONS AND INFORMATION TO BIDDER

BIDDER'S QUESTIONNAIRE

BIDDING FORMS

PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

PART II – CONTRACT DOCUMENT

CONTRACT FORM

EXHIBITS:

- | | |
|--------------|--|
| EXHIBIT I | SPECIAL PROVISIONS AND SCOPE OF WORKS |
| EXHIBIT II | ADMINISTRATION PROCEDURES |
| EXHIBIT III | CONTRACT PRICE SCHEDULE |
| EXHIBIT IV | BANK GUARANTEE FORMAT |
| EXHIBIT V | PERFORMANCE GUARANTEE FORMAT |
| EXHIBIT VI | HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT |
| EXHIBIT VII | CONTRACTOR'S PERFORMANCE APPRAISAL |
| EXHIBIT VIII | CONFIDENTIALITY AGREEMENT |
| EXHIBIT IX | CHANGE ORDER |

- 1.5 As a base case, **BIDDER's proposal should be in full conformity with the requirements as set out in the ITB.** Nothing shall be deemed to change or supplement this basis except revisions or addendum to the ITB issued in writing by CLIENT to BIDDER. If BIDDER wishes to present an alternatives (**applicable to Technical Specifications ONLY**), BIDDER may do so (as an option to CLIENT) only after having duly complied with the requirements of the ITB.
- 1.6 Joint or Consortium bids may be rejected. Principal submitting proposal through more than one (1) BIDDER shall be disqualified.
- 1.7 Any queries concerning preparation of the proposal shall be directed in writing to the address given in Item 9.3.
- 1.8 All Bid Proposals must be signed by an officer duly authorized by BIDDER to do so.



- 1.9 Any amendment appearing in the Bid Proposal must be signed or initialed by an officer duty authorized by BIDDER to do so.
- 1.10 BIDDER is to ensure that all prices and other details in the proposal are correct at the time of submission. CLIENT will not entertain any changes or addenda due to typing or calculation errors after the Bid Closing Date.
- 1.11 BIDDER is to bear responsibility for and pay all costs, expenses and other charges incurred in preparation and delivery of the proposal to CLIENT's designated office as stated in Item 9.3, irrespective of whether an order is placed or not.
- 1.12 Submission of proposal by BIDDER will constitute a firm offer by BIDDER that BIDDER is prepared to enter into CONTRACT with CLIENT on the conditions shown in this ITB.

Proposal by BIDDER shall be binding for a minimum period of **150 calendar days from the Bid Closing Date**. BIDDER may assume that the award for CONTRACT will be made one hundred and fifty (150) calendar days from the Bid Closing Date and BIDDER can assume that it has not been successful if no notification is received within the bid validity period. BIDDER shall state the precise date of validity in the proposal. CLIENT shall be entitled to request BIDDER to extend Bid Validity for maximum of one hundred and fifty (150) calendar days (if any) without any BIDDER's exception.

- 1.13 BIDDER is requested to use the term "CONTRACTOR" instead of its specific company business name in their submission of Bid Proposal except for covering letter, header and footer.
- 1.14 At any time prior to Bid Closing Date, CLIENT, for any reason, whether at its own initiative or in response to a clarification requested by BIDDER, may modify the ITB by amendment (including the extension of Bid Closing Date, if necessary) by sending the amendment of ITB in writing to all BIDDERS prior to the Bid Closing Date. These amendments shall be the part of ITB. BIDDERS shall notify to CLIENT by email or by fax to acknowledge their receipt of said amendments.
- 1.15 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTION AS SET FORTH IN THIS DOCUMENT WILL RESULT IN BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE IN WHICH CASE IT MAY BE DROPPED FROM FURTHER CONSIDERATION.

2.0 INTENTION TO BID

- 2.1 BIDDER is advised to thoroughly check the completeness of the ITB upon receipt. BIDDER must inform CLIENT within three (3) working days from the bid issue date if any of the pages are missing.
- 2.2 BIDDER is required to acknowledge receipt of the ITB in accordance with the ITB Acknowledgement Letter Form set out in BIDDING FORMS and intention to submit proposal or otherwise by fax at least five (5) working days from bid issuance date.

BIDDER is also advised to confirm its address and name a representative to whom all communications from CLIENT shall be addressed to.

- 2.3 Should BIDDER decline to submit a proposal, BIDDER shall state in writing the reason(s) for declining and is required to promptly return the ITB to CLIENT, and in all such cases this shall be done not later than the bid closing date.
- 2.4 All ITB returned shall be forwarded to the address as given in Item 9.3 herein, with the following wordings clearly marked on the cover/envelope.
 - (a) "DECLINE TO BID-DOCUMENTS RETURNED"
 - (b) ITB NUMBER and TITLE
 - (c) BIDDER'S NAME

3.0 EXCLUSIVITY OF BID

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

4.0 PRICE QUOTATION

- 4.1 The Domestic BIDDER's price quotation shall be quoted in Vietnam Dong (VND).
- 4.2 The Foreign BIDDER's price quotation shall be quoted in United State Dollar (USD)
- 4.3 Once specified, the unit prices shall prevail throughout the life of the CONTRACT and shall not be subject to revision by reason of cost escalation nor currency fluctuations.
- 4.4 PRICE OF COMPENSATION
 - 4.4.1 BIDDER's Bid Proposal shall be in full conformity with the requirements as set out in this Bid documents.
 - 4.4.2 BIDDER should specifically note that subsequence to the Bid Closing Date, no alteration in price quotation will be permitted whatsoever.
 - 4.4.3 Prices are to be itemized according to the Item numbers in the Commercial Proposal Form attached hereto. Unit price and total price must be clearly stated in the quotation. All discounts, in percentage of total estimated contract value, are to be stated separately.
- 4.5 The proposed CONTRACT PRICE shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc.) or not. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.



5.0 BID EXCEPTIONS

- 5.1 In the event BIDDER has any change that is considered of mutual benefit or if there is any exception to ITB document, BIDDER must state the changes or exceptions proposed by using the Exception Form as set out in BIDDING FORMS and giving specific reasons thereof. BIDDER must indicate clearly the effect, if any, these changes or exceptions may have on BIDDER's price quotation and WORKS schedule if the change or exceptions were to be accepted by CLIENT. CLIENT will review each change or exception on a case-by-case basis, **but in no event shall BIDDER's base quotation be qualified by any such change or exception nor will CLIENT be obligated to accept any such change or exception.**
- 5.2 Changes or exceptions to the ITB document expressed after the Bid Closing Date will not be entertained.
- 5.3 If BIDDER cannot accept CLIENT's wording or any other requirement at any price, and is willing to risk having its proposal rejected on this basis, then BIDDER must include the following statement under the "CHANGE IN BID PRICE/DELIVERY" column of the Exceptions Form:
- "FIRM - WILL NOT ACCEPT CLIENT'S WORDING/REQUIREMENT AT ANY PRICE".
- 5.4 BIDDER shall quote the firm unit price by which the Price will be adjusted (either up or down) should CLIENT do not accept BIDDER's proposed changes or exceptions.
- 5.5 BIDDERS shall provide a softcopy of its UN-PRICED EXCEPTIONS submitted together with the Technical and Unpriced Package.

6.0 BID BOND

- 6.1 When participating to the Tender, BIDDER shall, at its own expense, furnish Bid Bond using the Bid Bond Form set out in **Bidding Forms** and issued by a reputable recognized bank accepted by CLIENT.
- 6.2 The amount of Bid Bond shall be **3,300.00 USD** (*In words: Three Thousand and Three Hundred United State Dollars*) or **86,516,000 VND** (*In words: Eighty-Six Million, Five Hundred and Sixteen Thousand Vietnam Dong*) and shall be valid for **180 days from the Bid Closing Date**. The Original Bid Bond shall be attached in the Bid Proposal.
- 6.3 In case of Consortium, the Bid Bond will be provided by one of the following two methods:
- a) Each Consortium Partner shall provide separately Bid Bond, provided always that the total value of Bid Bond shall not be lower than the amount required in Item 6.2 above; if Bid Bond of any Consortium Partner is invalid the Bid Proposal of such Consortium shall be rejected according to the prerequisite criteria.

- b) The Consortium Partners agree to appoint a Consortium Partner to provide Bid Bond for the whole Consortium. In this case, the Bid Bond may include the name of Consortium or name of the Consortium Partner providing the Bid Bond for the whole Consortium provided always that the total value of Bid Bond shall not lower than the amount required in Item 6.2 above.
- 6.4 Bid Bond shall be considered as not acceptable if its value is lower than the required value, is not in the required currency, with shorter validity period, not submitted to the address by the time required by the ITB, states an incorrect BIDDER'S Name, is not original or without valid signature.
- 6.5 Bid Bond will be returned to the unsuccessful BIDDER within thirty (30) days from the date of announcement of the Bid results. For the successful BIDDER, the Bid Bond will be returned when the successful BIDDER provides the Bank Guarantee.
- 6.6 Bid Bond shall be forfeited and shall be disposed if the BIDDER:
- a) withdraws its Bid Proposal during the Validity Period of the Bid or any extension of validity the BIDDER has agreed to;
 - b) do not commence the CONTRACT negotiation, finalization or decline to do so within thirty (30) days after receipt of CONTRACT award notice, or have completed the CONTRACT negotiation, finalization but refuses to sign the CONTRACT without valid reasons;
 - c) in case of the successful BIDDER, fails to furnish the performance bond before signing the CONTRACT or before the CONTRACT comes into force.

7.0 BANK GUARANTEE/ PERFORMANCE GUARANTEE

- 7.1 BIDDER's attention is drawn to **Article headed as Bank Guarantee/ Performance Guarantee** of the CONTRACT FORM whereby the successful BIDDER is requested to provide an irrevocable first call Bank Guarantee issued by a commercial bank acceptable by CLIENT to guarantee performance of BIDDER's obligation under the CONTRACT. The format of Bank Guarantee shall be set out in the EXHIBIT IV of CONTRACT document.
- 7.2 BIDDER to furnish CLIENT with a Performance Guarantee issued by the principal, associate or parent company. Such Performance Guarantee shall be in the format attached hereto as EXHIBIT V, CLIENT shall notify the successful BIDDER of its requirement, if any, in this regard prior to award of CONTRACT.

8.0 PROPOSAL FORMAT

- 8.1 BIDDER is to strictly adhere to the proposal format as set out below. **BIDDER must ensure that the "TECHICAL AND UNPRICED PACKAGE (TECHNICAL)" does not contain any pricing or cost.** *Failure to comply with these instructions may render BIDDER's proposal invalid.*



8.2 BIDDER is to submit the proposal in two (2) separate sealed packages, as follows:

a) Technical and Unpriced Package (Technical)

b) Priced Package (Commercial)

8.3 CONTENTS OF TECHNICAL AND UNPRICED PACKAGE (TECHNICAL)

Unpriced package shall include but not limited to the following:

SECTION	CONTENT
Section 1	<p>PROPOSAL LETTER</p> <p>The Proposal Letter shall be prepared and fully filled by BIDDER as set out in BIDDING FORMS and must be signed by the authorized representative of BIDDER (the representative at law of the BIDDER or the authorized person with legal Power of Attorney). In case of authorization, BIDDER shall enclose the following instruments and documents to prove the legitimacy of the authorized person:</p> <p>a. In case of independent BIDDER:</p> <p style="padding-left: 40px;">Power of Attorney signed by the Representative at law of BIDDER authorizing the authorized person to sign the Proposal Letter;</p> <p>b. In case of Consortium:</p> <p style="padding-left: 40px;">Proposal Letter shall be signed by the Representative at law of each Consortium Partner, unless the Consortium Agreement stated that the Consortium Partners have authorized the representative at law of Leading Partner of the Consortium to sign Proposal Letter. If each Consortium Partner has authorized such Representative, the same requirements as independent BIDDER shall be applied.</p>
Section 2	<p>BIDDER'S ELIGIBILITY, EXPERIENCES & CAPACITY AND BID BOND</p> <p>BIDDER shall provide the following documents proving BIDDER's eligibility, experiences, and capacity:</p> <ol style="list-style-type: none"> 1. The Documents as required in Item 1.3; 2. BIDDER is requested to submit a completed BIDDER's QUESTIONNAIRE, including but not limitation to the following documents: <ol style="list-style-type: none"> (i) BIDDER's Organization; (ii) BIDDER's Experience; (ii) Company Profile; and (iii) Last three (03) Year Financial Statement. (iv) At least 03 similar service contracts (v) Commitment letter between Bidder and consultants in provision of Services for PVEP-POC 3. Original Bid Bond

SECTION	CONTENT
Section 3	<p>TECHNICAL PROPOSAL</p> <p>BIDDER shall provide the following documents to prove the suitability (compliance) of WORKS:</p> <ol style="list-style-type: none"> 1. Not Applicable 2. Not Applicable 3. Curriculum Vitae (CV) of Proposed Consultant as set out in Exhibit I - SPECIAL PROVISIONS AND SCOPE OF WORKS;
Section 4	<p>HSE & QUALITY REQUIREMENTS</p> <p>BIDDER is also required to submit the following documents where applicable:</p> <ol style="list-style-type: none"> a. HSE Management System b. Evidences of BIDDER's compliance to all CLIENT's HSE requirements of EXHIBIT VI c. HSE Plan for year 2021/2022 d. HSE KPI records for the last five (5) years
Section 5	<p>BIDDER'S UNPRICED EXCEPTIONS AND ALTERNATIVES</p> <ol style="list-style-type: none"> a. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES." c. BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact only, if any, but without indicating the cost impact. The format of presentation shall be as per the attached BIDDER's EXCEPTION TO TERMS AND CONDITIONS and BIDDER's EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.
Section 6	<p>UNPRICED PROPOSAL FORM</p>

8.4 CONTENTS OF PRICED PACKAGE (COMMERCIAL)

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



SECTION	CONTENT
Section 1	<p>PROPOSAL LETTER To be attached a similar letter as in Section 1.</p>
Section 2	<p>BIDDER is requested to submit the following with prices & schedule attached PRICE COMMERCIAL FORM as per EXHIBIT III – CONTRACT PRICE SCHEDULE</p>
Section 3	<p>BIDDER's PRICED EXCEPTIONS AND ALTERNATIVES.</p> <p>a. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or</p> <p>b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES."</p> <p>c. BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact and cost impact, if any. The format of presentation shall be as per the attached BIDDER's EXCEPTION TO TERMS AND CONDITIONS and BIDDER's EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.</p>

9.0 SUBMISSION OF PROPOSAL

9.1 Each Technical and Unpriced Package (Technical) and Priced Package (Commercial) shall consist of:

- a) **One (1) original set** of each package wrapped separately from the other copies and clearly marked with the word "**ORIGINAL UNPRICED**" or "**ORIGINAL PRICED**" on the cover of the respective wrapping.
- b) **One (1) copy** each of the Technical and Unpriced Package (Technical) and Priced Package (Commercial). The copies shall be wrapped separately (1 Unpriced and 1 Priced) and marked with the word "**COPY UNPRICED PACKAGE**" or "**COPY PRICED PACKAGE**" on the covers of the packages.
- c) 01 native copy containing Technical and Unpriced Package (Technical) and 01 native copy containing Priced Package (Commercial) with label having BIDDER name, Tender title and number. The native copy shall be wrapped and sealed separately and marked with the word "**UNPRICED PACKAGE**" or "**PRICED PACKAGE**" on the covers of the packages. The soft Proposal documents shall

be in native file format (Microsoft Word® and Microsoft Excel®).

In the event of discrepancy between the original set and the copies, the original set shall prevail.

- 9.2 BIDDER shall ensure that all proposals or submissions to CLIENT, pertaining to the enquiry are properly sealed and that the cover of each package is clearly marked in **bold letters** with the following wordings:
- (a) ITB number and the title.
 - (b) BIDDER's name and return address.
 - (c) "TECHNICAL AND UNPRICED PACKAGE" or "PRICED PACKAGE".
 - (d) "PRIVATE AND CONFIDENTIAL"

For any further information, please contact email: thuyht1@pvep.com.vn.

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

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

15th Floor, Victory Tower

12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam

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

Attention : **Planning & Procurement Manager**

All communications with regard to bid clarifications shall be made in writing and must indicate the ITB number and title and send to the address given above. Such bid clarifications shall reach the address given above **at least seven (7) days** prior to the Bid Closing Date. CLIENT shall preserve the right not to response to bid clarifications received later than the above mentioned time.

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

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

15th Floor, Victory Tower

12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam

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

Attention : **Planning & Procurement Manager**

- 9.4 BIDDER is strongly advised to deliver the proposals by hand in order to assure timely receipt by CLIENT. If BIDDER elects to mail the proposal, BIDDER is advised to use a fast and reliable delivery service e.g. courier. BIDDER should advise CLIENT by fax the date on which the proposal was mailed and details of the delivery service.
- 9.5 Responsibility for timely delivery of the proposals to the correct address rests fully with

BIDDER. CLIENT does not accept late bids submission. Delivery to the wrong address shall not be an excuse for late delivery.

- 9.6 BIDDER must ensure that the proposal is delivered to the address given in Item 9.3 above no later than **10:00 hours on _____ (Vietnam Time, GMT+7) LATE BIDS WILL NOT BE ENTERTAINED.**
- 9.7 BIDDER's proposal shall be submitted in a **separate sealed envelope or package** bearing the name of your company, clearly addressed and marked on the outside as follows:

"STRICTLY CONFIDENTIAL"

**PROVISION OF CONSULTANT SERVICES FOR P&A CAMPAIGN OF WHP-SDA AT
SONG DOC FIELD, OFFSHORE VIETNAM
TENDER NO.: PVEPPOC-25-10267**

- 9.8 Bid Proposal as well as all correspondences and documents relating to the ITB exchanged by BIDDER and CLIENT shall be written in English. Supporting documents and printed literature furnished by BIDDER may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid Proposal, the translation shall govern.

10.0 ACCEPTANCE

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

11.0 PAYMENT

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

END OF SECTION

2. BIDDER'S QUESTIONNAIRE



(This form MUST be completely filled by BIDDER. Write 'NIL' or 'NOT APPLICABLE' where appropriate)

PRIVATE & CONFIDENTIAL

1. Full Name of BIDDER: _____
 Registered Address: _____
 Business Address: _____
 Correspondence Address: _____
 Telephone: _____
 Fax: _____

2. BIDDER's Organization:
 BIDDER is requested to provide a brief description of the background and organization of BIDDER.

3. List of similar Projects and Contract performed in the last three years:

Name of Project:.....	Approx. Value of Contract (in current US\$/VND):.....
Country:.....	Duration of Project (months):.....
Location within country:.....	
Name of Client:.....	Total N ^o of staff-months provided to the Project:.....
Address:.....	Start Date (month/year):..... Completion Date (month/year):.....
Narrative description of Project:.....	Description of actual services provided by BIDDER's staff within Project:.....
Name of senior professional staff of BIDDER involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):.....	

Note: BIDDER shall attach a copy of documents, materials related to above contracts (certified by the Project Owner for the contract being implemented according to the related information in above table).

4. Summary of Financial Data for the fiscal years

Unit: (VND/ USD)

No.	Descriptions	2022	2023	2024
1	Total assets			
2	Total liabilities			
3	Current assets			
4	Current liabilities			
5	Turnover			
6	Profit Before Tax			
7	Profit after Tax			
8	Other items (if required)			

For the purpose of verification of the data declared, BIDDER is required to submit the notarized/certified true copy of the following documents:

1. Audited Financial Statements or Financial Statements certified by competent authorities as required by the law for the Year 2022, 2023, 2024.
2. Annual Tax Statements as required by the law on taxation (Tax authorities to certify that the Bidder has submitted its tax statements) for the Year 2022, 2023, 2024;
3. Report on Checking of Bidder's Tax Statements (if any) for the Year 2022, 2023, 2024.

Information provided by:

Name: _____

Signature: _____

Designation: _____

Date: _____

Company: _____





3. BIDDING FORM

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be the initials 'MC' followed by a horizontal line.

ITB ACKNOWLEDGMENT LETTER

Letterhead of Bidder

Date:

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

Attn: Director

Subject: ITB FOR
ITB No.: PVEPPOC-.....

Dear Sir,

- We acknowledge receipt of the subject Invitation to Bid ("ITB").
- We have received all documents without damage and in usable condition.
- We have read the Instructions to Bidders and will submit a bid in accordance with the ITB requirements.
- We confirm our adherence to the highest standards of business ethics and, in particular, we have established precautions to prevent any of our officers, employees, or agents from making, receiving, providing or offering substantial gifts, entertainment, payment, loans or other considerations which may influence individuals.

OR

- We do not wish to bid and therefore we are returning this ITB in its entirety with this ITB Acknowledgement Letter.

All future communications in respect of this ITB should be addressed as follows:

Bidder's
Name: _____ Telephone: _____
Attention: _____ Fax: _____
Address: _____ Email: _____
Signed: _____

Signature: _____ Date: _____
Printed
Name: _____
Title: _____

PROPOSAL LETTER FORM

Letterhead of BIDDER

Date:

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

Attn: Director

Subject: ITB FOR
 ITB No.: PVEPPOC-.....

Dear Sir,

We, the undersigned, certify that we have read and understood the subject Invitation to Bid and all documents forming the Bid Document.

We acknowledge that we have thoroughly investigated, or have had the opportunity to do so, and satisfied ourselves as to all conditions affecting the WORKS and all necessary information as to risk contingencies and all circumstances influencing and affecting this Bid Document.

We offer to provide the WORKS as detailed in the Bid Package for the prices stated in our Proposal attached hereto. This offer is valid until days from the date fixed for submitting same and shall be binding upon us and may be accepted at any time before the aforesaid date.

If our proposal is accepted, we undertake that, unless and until a formal CONTRACT is prepared and executed, this Bid Proposal, together with your written acceptance shall constitute a binding contract between us.

Yours faithfully

Correspondence from CLIENT should be
addressed to:

Signature :
Printed Name :
Position :
Company:
Date :

Address :
Attn :
Telephone :
Telex :
Fax:

POWER OF ATTORNEY FORM

Letterhead of BIDDER

Date:

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

Attn: Director

Subject: ITB FOR
 ITB No.: PVEPPOC-.....

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

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

for the under the ITB No.: PVEPPOC-.....

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

Yours faithfully,

For and behalf of [name of BIDDER].

Name of Legal Representative of BIDDER

Position:

CONSORTIUM AGREEMENT FORM

_____, Date: _____

ITB FOR

ITB No.: PVEPPOC-.....

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

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

Represented by: _____

Title: _____

Address: _____

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

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

Article 1: General Provisions

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

Article 2. Responsibilities of the Partners

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

1. Leading Partner of the Consortium:

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

- 1.1. Signing Proposal Letter;
- 1.2. Signing transaction documents, correspondence with CLIENT during the Bidding Process, including, but not limit to, ITB Clarification Request, Bid Clarification;
- 1.3. Participating in Contract Negotiation and Finalization;
- 1.4. Signing petitions if the Bidder has any petitions;
- 1.5. Signing Contract with CLIENT if we are selected

2. The Consortium Partners:

[Specify the scope of work, responsibilities of each Partner, including the Leading Partner of the Consortium and, if possible, to specify the percentage of appropriate value].

Article 3: Validity of the Consortium Agreement

1. This Consortium Agreement is valid from the date of signing.
2. This Consortium Agreement will expire in any of the following cases:
 - The Partners completed their obligations, duties and agreed to liquidate the Contract;
 - The Partners agreed to terminate this Agreement;
 - Cancellation of Bidding Process of the ITB according to the notification of CLIENT.

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

LEGAL REPRESENTATIVE OF THE LEADING CONSORTIUM PARTNER

[Specify full name, title, sign and seal]

LEGAL REPRESENTATIVES OF THE CONSORTIUM PARTNERS

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

CURRICULUM VITAE (CV) FOR PROPOSED MANPOWER

-
1. **Proposed Position** [*only one candidate shall be nominated for each position, one candidate may be nominated for some tasks assigned*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:
From [Year]: _ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been
------------------------------------	--

<p>[List all tasks to be performed under this assignment]</p>	<p><i>involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i></p> <p><i>IT IS IMPORTANT that the staff should list <u>ALL</u> such relevant assignments.</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

BID BOND FORM
Letterhead OF BANK

BID BOND TO ITB No.

Date: _____

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

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

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 (*In words:*) or VND (*In words:*).

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 days from the bid closing date. Any claim of CLIENT related to this Bid Bond shall be received by [*name of the BANK*] before expiry of above-mentioned validity period.

Legal Representative of the BANK
[Specify name, title, sign and seal]

Notes:

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

COMMITMENT LETTER

Date :.....

To : **DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**
15th Floor, Victory Tower, 12 Tan Trao Str., Tan Phu Ward, Dist. 7, Ho Chi Minh City,
S.R. Vietnam (hereinafter referred to as "CLIENT")

Dear Sir,

At the request of BIDDER *<name of the BIDDER>*, I *<name of the Candidate>* issues this EXCLUSIVE LETTER to yourself for Provision of *<name of the SERVICES>* with following terms & conditions:

- The commencement date: *<date of mobilization>* subject to CLIENT's mobilization notice.
- The Consultant hereby confirm to work exclusively through *<name of the BIDDER>* only and submit most updated CV with education certificates. And until a formal Contract document is executed, this Letter constitutes the terms of agreement between *<name of the BIDDER>* and subject to CLIENT's award.

< Candidate's Signature >

BIDDER'S EXCEPTIONS TO TERMS AND CONDITIONS

ARTICLE NO.	EXACT NEW WORDING PROPOSED BY BIDDER	REASON (S) FOR EXCEPTION	ADDITION (+) OR REDUCTION (-) IN BID PRICE IF EXCEPTION IS ACCEPTED BY CLIENT	EFFECT ON DELIVERY DATE

Note: Bidder(s) is requested to specify the value of exception in the Bid Proposal as cost impact. CLIENT shall have a right to eliminate the Bid Proposal in case of undefined the exception value.



BIDDER'S EXCEPTIONS TO EXHIBITS

EXHIBIT NO.	EXACT NEW WORDING PROPOSED BY BIDDER	REASON (S) FOR EXCEPTION	ADDITION (+) OR REDUCTION (-) IN BID PRICE IF EXCEPTION IS ACCEPTED BY CLIENT	EFFECT ON DELIVERY DATE

Note: Bidder(s) is requested to specify the value of exception in the Bid Proposal as cost impact. CLIENT shall have a right to eliminate the Bid Proposal-in case of undefined the exception value.

UNPRICED PROPOSAL FORM

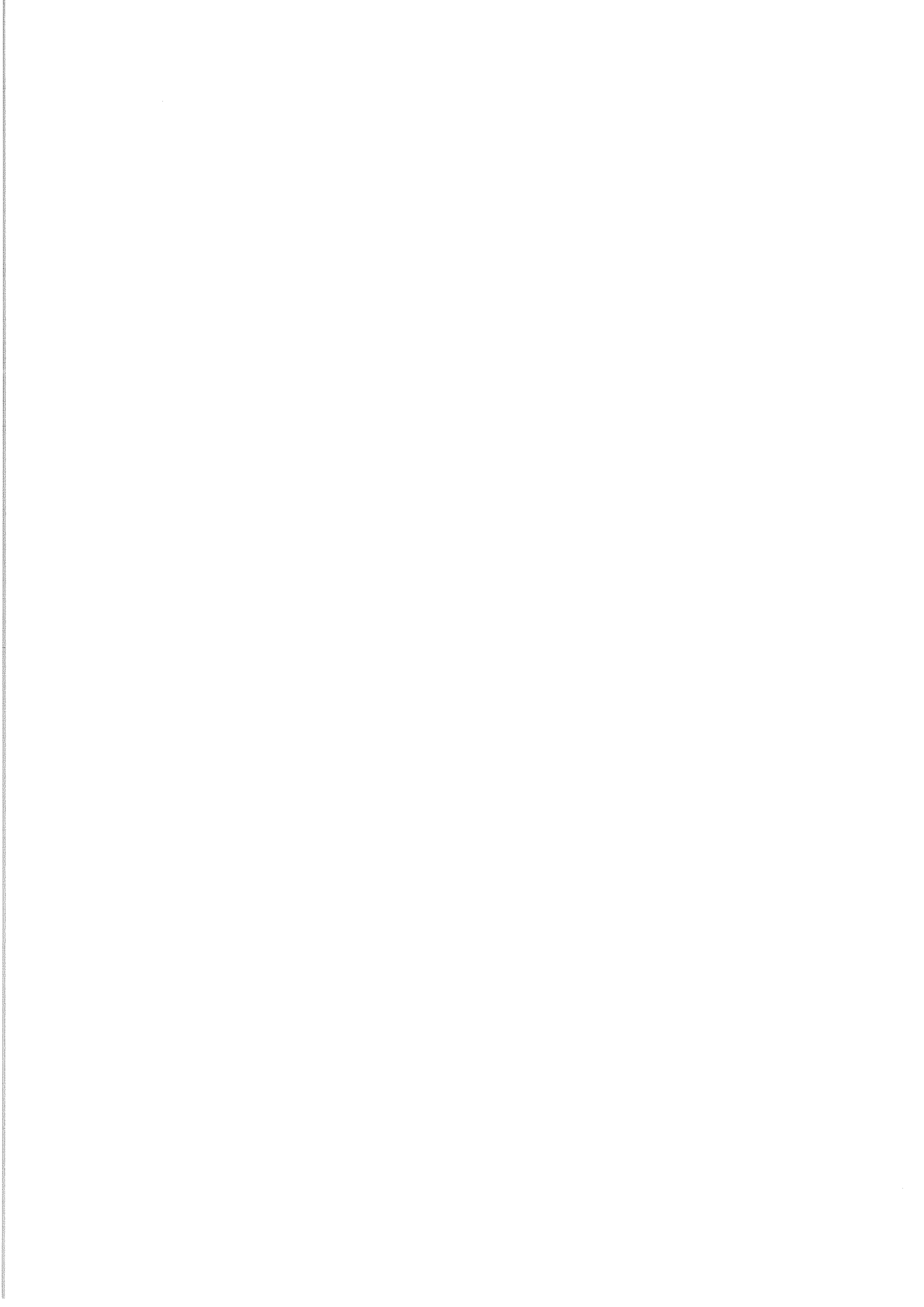
SCOPE OF WORKS/ SUPPLY

No	Descriptions	UOM	QUANTITY	BIDDER PROPOSAL
1	Senior P&A Supervisor (Day Supervisor)	Man	2	Bidder to note "Quoted" or "No Quote"
2	Night P&A Supervisor (Night Supervisor)	Man	2	Bidder to note "Quoted" or "No Quote"
3	HSE Supervisor	Man	2	Bidder to note "Quoted" or "No Quote"

Note:

- *The proposed CONTRACT PRICE shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc.) or not. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.*
- *Failure to submit this form in accordance with the ITB's requirements may result in the Bidder's proposal being disqualified.*





4.1 PRELIMINARY CRITERIA

- Preliminary Evaluation will be carried-out to select the proposals that are qualified for technical evaluation. Only Bidder qualified the preliminary evaluation will be qualified for technical evaluation. The detailed preliminary evaluation is as follows:

No.	Criteria	Bidder		
		A	B	C
1	Place and time of Bid submission (pursuant to Article 9, Section 1 - Instructions to Bidder)			
2	Original Proposal Letter (pursuant to Section 3 - Bidding Forms)			
3	Eligibility of Bidder (pursuant to Article 1.3.a, Section 1 - Instructions to Bidder)			
4	Eligibility of Consortium agreements (if any) (pursuant to Article 1.3.b, Section 1 - Instructions to Bidder)			
5	Original Bid Proposal (pursuant to Section 1 - Instructions to Bidder)			
6	Validity of Bid Proposal (pursuant to Article 1.12, Section 1 - Instructions to Bidder)			
7	Original Bid Bond			
8	Financial Capacity (detail in Table 1-A)			
	Final Assessment			

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

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

Table 1-A: Financial Capacity

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

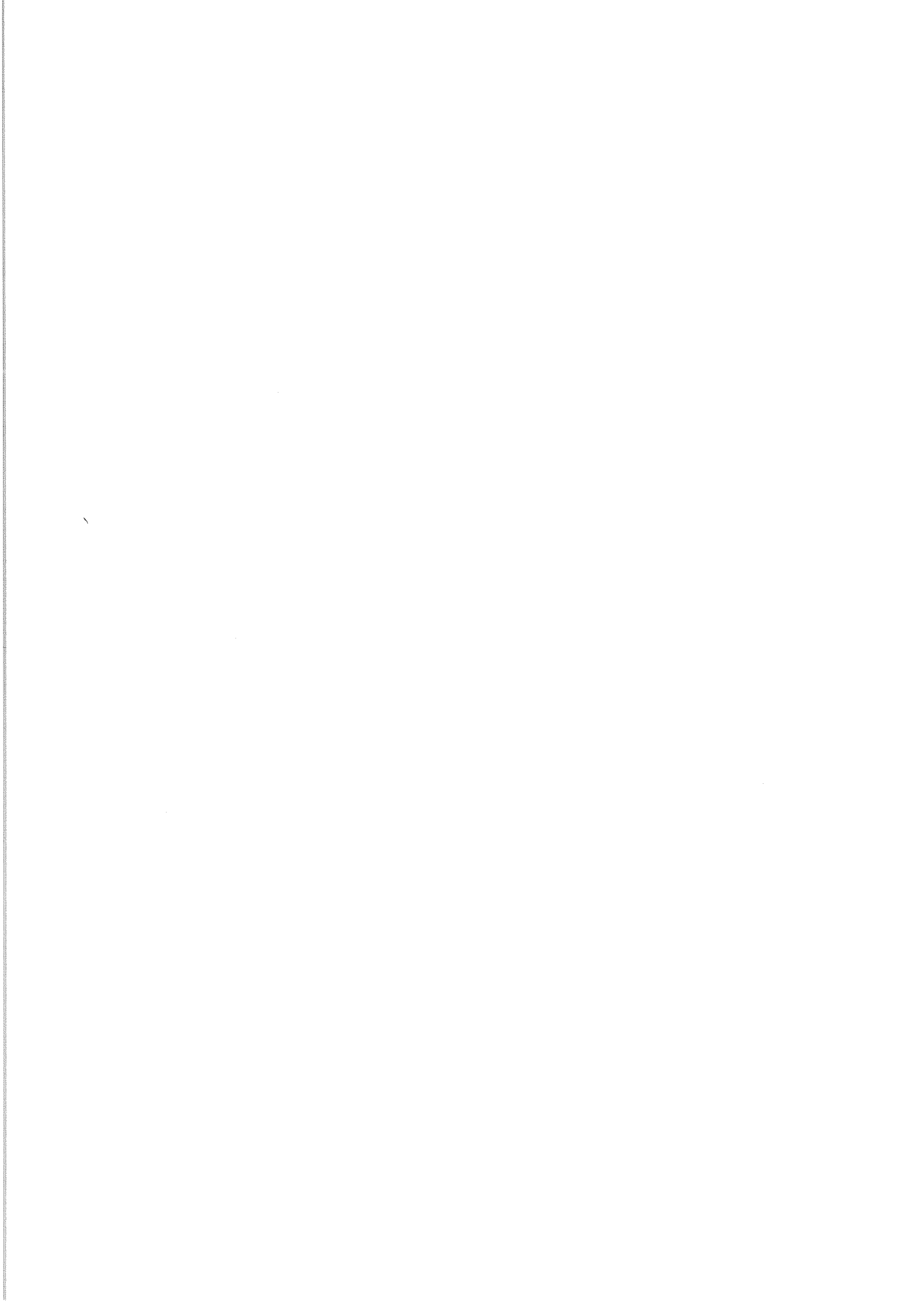
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4. PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

4.2 TECHNICAL EVALUATION CRITERIA

(As Details attached)





Senior P&A Supervisor (day Supervisor)

BIDDER NAME

No.	Description	Max Score	Evaluation Score				
1	Availability	10					
	Before 15th Dec 2025 upon 1 week advance notice		10				
	After 15th Dec 2025 upon 1 week advance notice		0				
2	Age	5					
	< 45		5				
	>=45 & <=60		3				
	> 60		1				
3	Education	5					
	With Engineer Degree		5				
	Without Engineer Degree		2				
4	Experience in Oil Industry	25					
	>=25 years		25				
	>=15 & <25 years		= years of experience				
	< 15 years		0				
5	Experience in Senior P&A/ Drilling Supervisor position (day Supervisor)	20					
	>= 20 years		20				
	>= 5 & < 20 years		= years of experience				
	< 5 years		0				
6	Experience in Vietnam	10					
	Yes: >= 10 years		10				
	>= 5 & < 10 years		= years of experience				
	< 5 years		2				
7	Experience in SIMOP & Office	10					
	Yes: >= 10 years		10				
	>= 5 & < 10 years		= years of experience				
	< 5 years		2				
8	Valid Well control certificate & safety certificates	5					
	Yes		5				
	No		0				
9	Last job as Senior P&A/ Drilling Supervisor in last 5 years (day Supervisor)	10					
	Yes		10				
	No		0				
Maximum Total		100					
Technical Evaluation							

NOTES:

- Bidder must register a minimum score of 80% total technical score without "zero point" to pass the technical evaluation



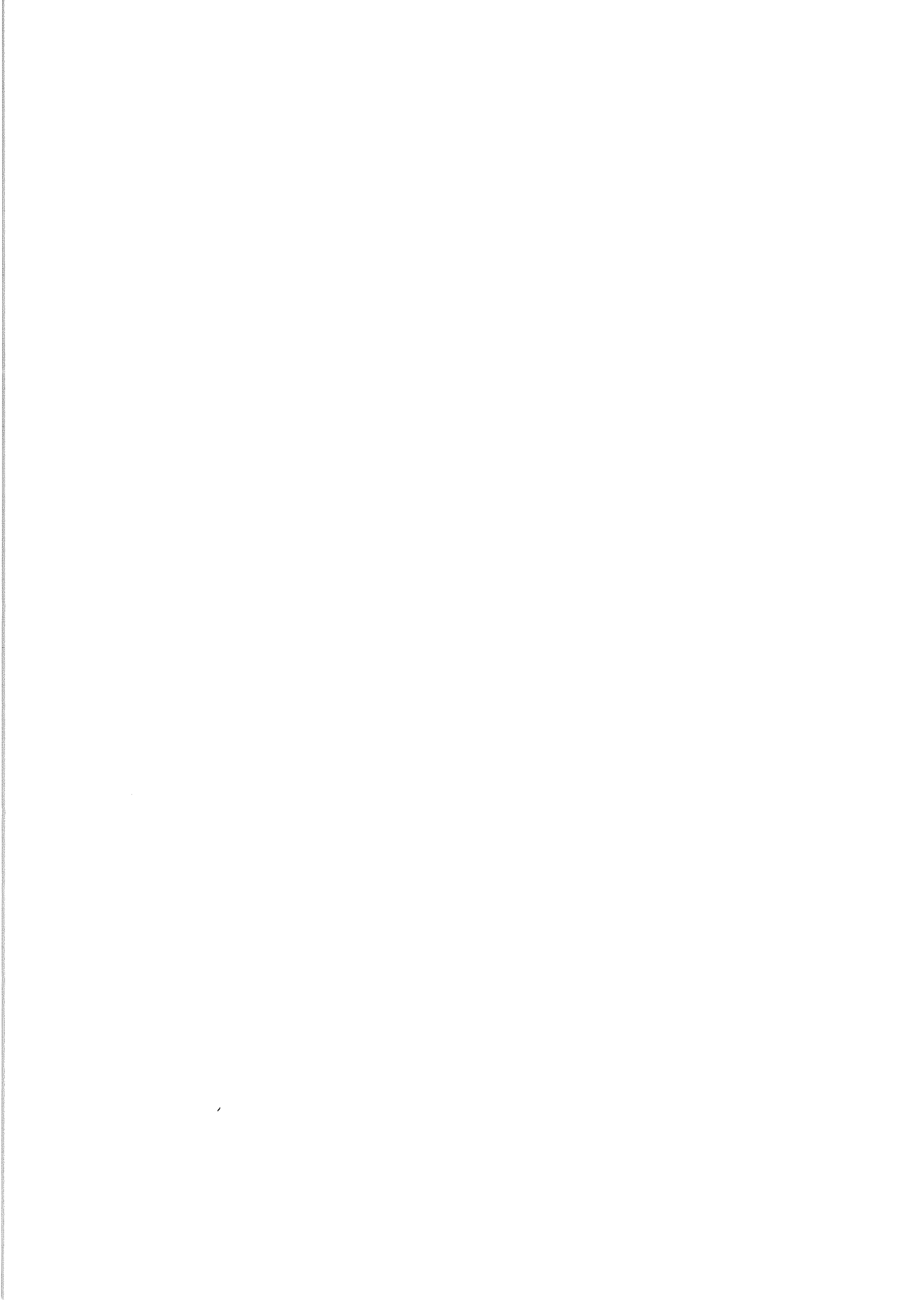
Night P&A Supervisor

BIDDER NAME

No.	Description	Max Score	Evaluation Score				
1	Availability	10					
	Before 15th Dec 2025 upon 1 week advance notice		10				
	After 15th Dec 2025 upon 1 week advance notice		0				
2	Age	5					
	<=40		5				
	>40 & <=60		3				
	>60		1				
3	Education	5					
	With Engineer Degree		5				
	Without Engineer Degree		2				
4	Experience in Oil Industry	25					
	>=20 years		25				
	>=10 & < 20 years		= years of experience				
	< 10 years		0				
5	Experience in P&A /Drilling Supervisor position	20					
	>= 7 years		20				
	>= 3 & < 7 years		= years of experience				
	< 3 years		0				
6	Experience in Vietnam	10					
	Yes: >= 5 years		10				
	Yes: < 5 years		= years of experience				
	No		1				
7	Experience in SIMOP & Office	10					
	Yes: >= 5 years		10				
	Yes: < 5 years		= years of experience				
	No		1				
8	Valid Well control certificate & safety certificates	5					
	Yes		5				
	No		0				
9	Last job as Night P&A /Drilling Supervisor in last 5 years	10					
	Yes		10				
	No		0				
Maximum Total		100					
Technical Evaluation							

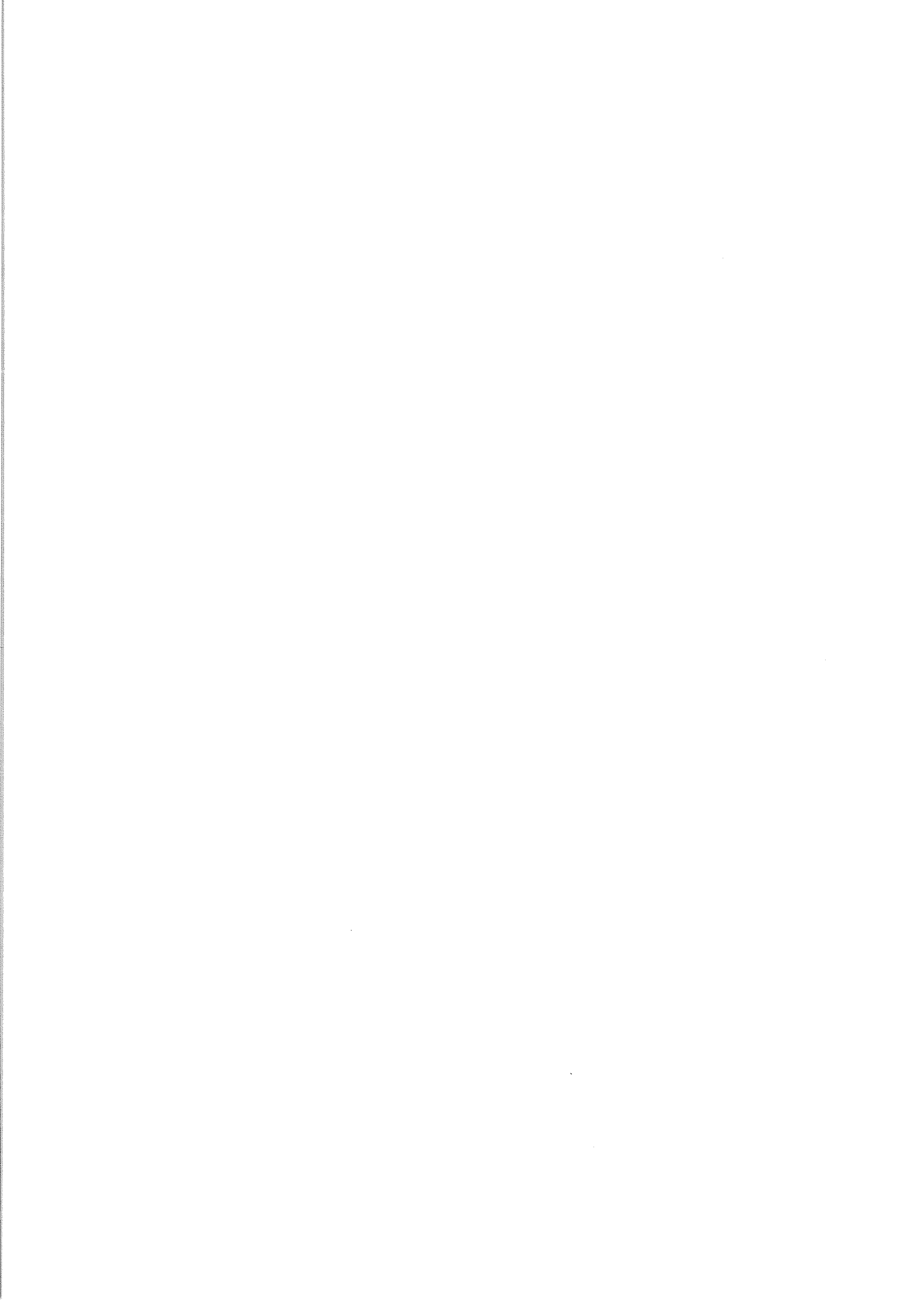
NOTES:

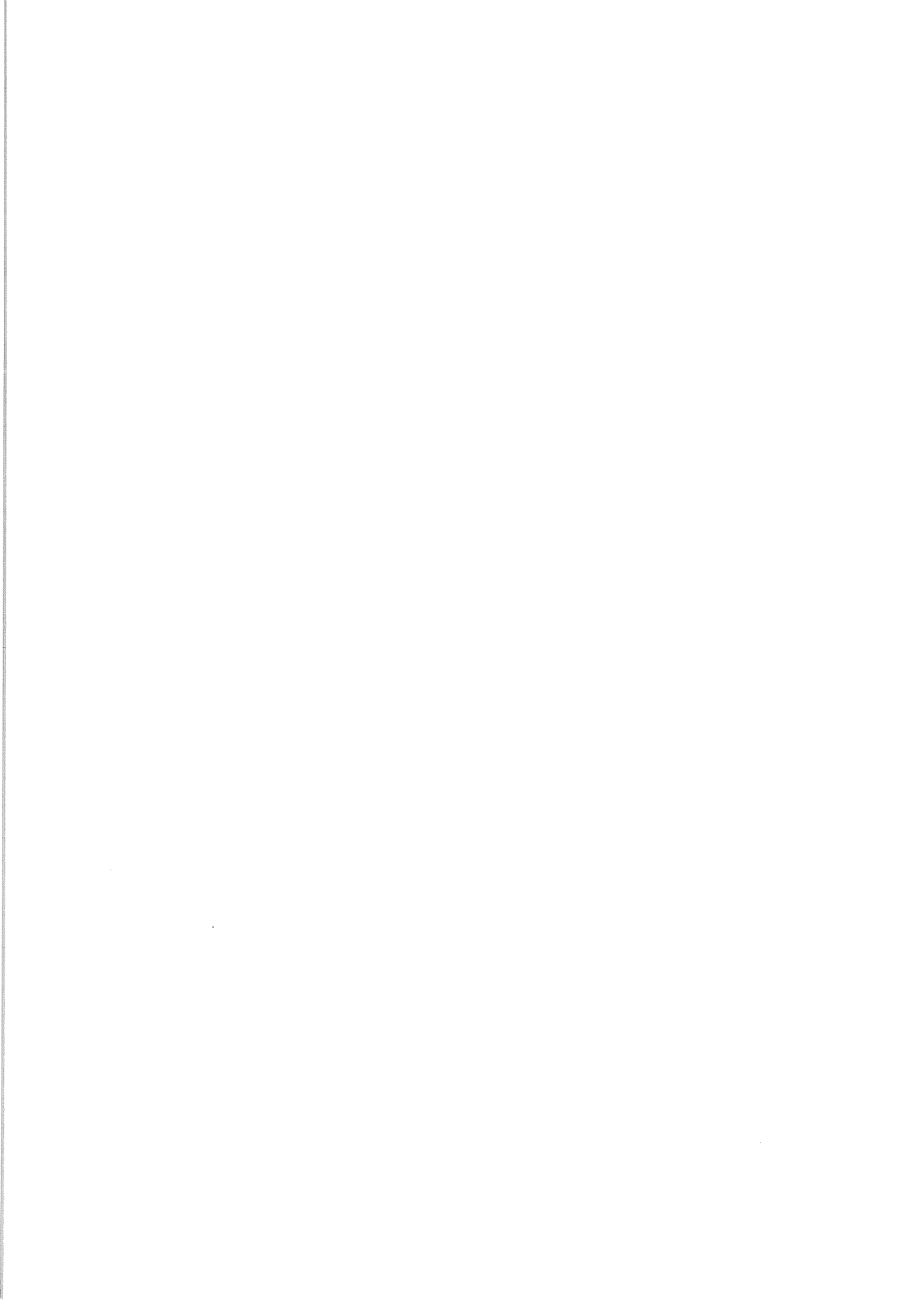
1. Bidder must register a minimum score of 80% total technical score without "zero point" to pass the technical evaluation



TECHNICAL EVALUATION FOR HSE SUPERVISOR

No.	Technical Evaluation Criteria	Max Score	Section Score	Evaluation Score	Remark	C		BIDDER B	
						NGUYEN VAN A	Score	NGUYEN VAN B	Score
						Proposal	Score	Proposal	Score
I	GENERAL	15							
I.1	Health condition		4	4					
	Provide health certificate with conclusion "fit to work".			3					
	No health certificate provided, but under working within last 12 months.			0					
	No health certificate or Certificate with poor health condition								
I.2	Availability		6	6					
	Ready at the mobilization date			5					
	Ready at least 1 months later than the mobilization date			0					
	Ready later than 1 months of the mobilization date								
I.3	Commitment to work		5	5					
	Commitment provided			0					
	No Commitment provided								
II	PROFESSIONAL COMPETENCIES	75							
II.1	Education		5	5					
	Masters of Science in Engineering or equivalent.			4					
	Bachelor's degree in Relevant Engineering.			0					
	No								
II.2	Experiences (Interview)				HSE Department will interview				
II.2.1	Experiences in Oil & Gas Industry		20	20					
	>12 years			16					
	=12 years			0					
	< 12 years								
II.2.2	Experience as a Relevant position in projects		15	15					
	> 02 projects			12					
	= 02 projects			0					
	< 02 projects								
II.2.3	Experience of working in Operator company for P&A Project		10	10					
	> 01 project			8					
	= 01 project			0					
	Zero project								
II.2.4	Experience in working in project having modification		8	8					
	> 02 projects			6					
	= 02 projects			0					
	Zero project								
II.2.5	Experience in working in offshore P&A/Drilling project		7						







CONTRACT

Between

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

And

.....

For

**PROVISION OF CONSULTANT SERVICES FOR P&A CAMPAIGN OF
WHP-SDA AT SONG DOC FIELD, OFFSHORE VIETNAM**

CONTRACT No.: PVEPPOC-25-10267

A small, handwritten mark or signature in the bottom right corner of the page.

TABLE OF CONTENT

<u>TITLE</u>	<u>PAGE</u>
PREAMBLE	4
ARTICLE 1 – INTERPRETATION OF CONTRACT	5
ARTICLE 2 – DEFINITIONS.....	7
ARTICLE 3 – DURATION OF CONTRACT	11
ARTICLE 4 – CONTRACT PRICE.....	12
ARTICLE 5 – RESPONSIBILITY OF CONTRACTOR TO INFORM ITSELF.....	13
ARTICLE 6 – RESPONSIBILITY OF CONTRACTOR TO INFORM CLIENT.....	14
ARTICLE 7 – INVOICING AND PAYMENT.....	15
ARTICLE 8 – BANK GUARANTEE.....	18
ARTICLE 9 – TAXES AND DUTIES.....	19
ARTICLE 10 – INSURANCE.....	24
ARTICLE 11 – LIABILITIES AND INDEMNITIES	26
ARTICLE 12 – ACCEPTANCE OF SERVICES	28
ARTICLE 13 – WARRANTY	29
ARTICLE 14 – CONTRACTOR’S OBLIGATION	30
ARTICLE 15 – CLIENT'S OBLIGATION.....	35
ARTICLE 16 – ACTIONS ON BEHALF OF CLIENT.....	36
ARTICLE 17 – CLIENT’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)	37
ARTICLE 18 – CONTRACTOR’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE.....	38
ARTICLE 19 – LIENS AND CLAIMS.....	39
ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT	40
ARTICLE 21 – DEFAULT OF CONTRACTOR	43
ARTICLE 22 – PROVISION FOR SUSPENSION OF SERVICES	44
ARTICLE 23 – PROVISION FOR TERMINATION OF CONTRACT	45
ARTICLE 24 – SUB-CONTRACTS AND ASSIGNMENT	48
ARTICLE 25 – ACCESS AND AUDIT RIGHTS	49
ARTICLE 26 – CHANGES.....	50
ARTICLE 27 – LIQUIDATED DAMAGES	51
ARTICLE 28 – FORCE MAJEURE	52
ARTICLE 29 – CONFLICT OF INTEREST	54
ARTICLE 30 – WAIVERS	55
ARTICLE 31 – CONFIDENTIALITY.....	56
ARTICLE 32 – ARBITRATION	57

ARTICLE 33 – COMPLIANCE WITH LAW	58
ARTICLE 34 – GOVERNING LAW AND LANGUAGE	59
ARTICLE 35 – PATENTS AND OTHER PROPRIETARY RIGHTS	60
ARTICLE 36 – ENTIRE AGREEMENT	61
ARTICLE 37 – NON-EXCLUSIVE AGREEMENT	62
ARTICLE 38 – INDEPENDENT CONTRACTOR.....	63
ARTICLE 39 – SURVIVAL OF OBLIGATIONS	64
ARTICLE 40 – LIMITATION OF LIABILITY	65
ARTICLE 41 – NOTICES.....	66
ARTICLE 42 - TITLE	67
ARTICLE 43 - SEVERABILITY.....	68

EXHIBITS

EXHIBIT I	SPECIAL PROVISIONS AND SCOPE OF SERVICES
EXHIBIT II	ADMINISTRATION PROCEDURES
EXHIBIT III	CONTRACT PRICE SCHEDULE
EXHIBIT IV	BANK GUARANTEE FORMAT
EXHIBIT V	PERFORMANCE GUARANTEE FORMAT
EXHIBIT VI	HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	CONTRACTOR’S PERFORMANCE APPRAISAL
EXHIBIT VIII	CONFIDENTIALITY
EXHIBIT IX	CHANGE ORDER PROCEDURES



PREAMBLE

This Contract (hereinafter referred to as "CONTRACT") is made and entered into this day of 2025 effective as of the day of 2025 ("Effective Date") between:

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

And

_____, a company incorporated under the laws of _____ having its registered office at _____ and place of business at _____ (hereinafter referred to as "CONTRACTOR") of the second part. (Hereinafter the parties of the first and second parts shall be referred to singularly as "Party" and collectively as "Parties").

WHEREAS : CLIENT, pursuant to various Production Sharing Contracts entered into with PETROVIETNAM (Vietnam National Industry - Energy Group) is appointed as Authorized Operator's Attorney for the exploration, development and production of hydrocarbons for oil and gas fields offshore Vietnam.

WHEREAS : CLIENT in connection with its activities as aforesaid, desires to carry out drilling and associated operations in the Area of Operations and to enter into this CONTRACT with CONTRACTOR for the purpose of carrying out said operations; and

WHEREAS : CLIENT requires the Provision of Consultant Services for P&A Campaign of WHP-SDA at Song Doc Field, Offshore Vietnam (hereinafter referred to as the "SERVICES" or "WORKS") as described in the **EXHIBITS** (attached hereto and made a part hereof) and in accordance with the terms of this CONTRACT;

WHEREAS : CONTRACTOR is engaged in such specialized operations and represents that it has adequate resources and equipment in good working order and fully trained personnel capable of operating such equipment in a safe and efficient manner and that it is willing to carry out the said activities and services for CLIENT and to provide Consultant Services for P&A Campaign of WHP-SDA at Song Doc Field, Offshore Vietnam detailed in the relevant EXHIBITS attached hereto.

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

ARTICLE 1 – INTERPRETATION OF CONTRACT

1.1 The following documents together constitute this CONTRACT:

CONTRACT FORM	ARTICLES 1 TO 43 INCLUSIVE
EXHIBIT I	SPECIAL PROVISIONS AND SCOPE OF SERVICES
EXHIBIT II	ADMINISTRATION PROCEDURES
EXHIBIT III	CONTRACT PRICE SCHEDULE
EXHIBIT IV	BANK GUARANTEE FORMAT
EXHIBIT V	PERFORMANCE GUARANTEE FORMAT
EXHIBIT VI	HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	CONTRACTOR’S PERFORMANCE APPRAISAL
EXHIBIT VIII	CONFIDENTIALITY
EXHIBIT IX	CHANGE ORDER PROCEDURES

In the event of any ambiguity, inconsistency or conflict between the provisions of the **CONTRACT FORM** and **EXHIBITS** listed above, the **CONTRACT FORM** shall take precedence and prevail over the **EXHIBITS**.

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

- 1.2 Any reference or details provided in any one of the above documents but not in others shall be taken as read in all documents of this CONTRACT.
- 1.3 All standards, codes, specifications, drawings, instructions, and other documents that are referred to in the **EXHIBITS** shall be deemed incorporated herein by reference and made a part of the CONTRACT.
- 1.4 None of the documents herein before mentioned shall be used by CONTRACTOR for any purpose other than for this CONTRACT.
- 1.5 Unless otherwise specified by CLIENT, any reference to time period shall be deemed to be based on calendar days.
- 1.6 All headings, indexes, titles, subtitles, subheadings, words that are bold, italic, capitalised or otherwise emphasised of the CONTRACT are used for convenience and ease of reference only and should not be taken into consideration in the interpretation or construction of the CONTRACT.
- 1.7 All correspondences, documentations, and discussions with respect to the CONTRACT and the SERVICES are to be in the English Language.
- 1.8 All instructions, notifications, agreements, authorisations, approvals and acknowledgements shall be in writing (whether by mail or by fax).



- 1.9 Any review, approval, acknowledgement or certificate given by CLIENT shall not relieve the CONTRACTOR from any liability or obligation under the CONTRACT.
- 1.10 Words importing the singular only also include the plural and vice versa where the context so requires.
- 1.11 A reference to “include” or “including” means including and without limitation and any word specified after the word “include” or its other grammatical forms shall not limit what else is included.

END OF ARTICLE

ARTICLE 2 – DEFINITIONS

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

- 2.1 **"Affiliate" or "Affiliated Company"** means any company or other entity that directly or indirectly through one or more intermediary controls or is controlled by or is under common control with a Party to this CONTRACT. "Control" in this context means ownership of more than fifty percent (50%) of the voting stock of the controlled company or the direct or indirect right to determine its actions by contract or otherwise.
- 2.2 **"Approved" and "Approval"** wherever used means approved and/or approval in writing including subsequent written confirmations of previous verbal approvals by (where provided for under this CONTRACT) made by CLIENT.
- 2.3 **"Area of Operations"** means those areas of the seabed and subsoil beneath the territorial waters and the continental shelf off Vietnam in which CLIENT is entitled to conduct operations relating to the exploration and production of hydrocarbons.
- 2.4 **"Applicable Laws"** means in relation to any person, property or circumstance, statutes (including regulations enacted thereunder); decrees, laws, ordinances, by-laws, judgments and orders of courts of competent jurisdiction; rules, regulations and orders issued by government agencies, federal, national and/or local authorities and other regulatory bodies and/or other agencies having jurisdiction over the Work Site and/or the Parties; and regulatory approvals, permits, licenses, approvals and authorizations which are applicable to such person, property or circumstance.
- 2.5 **"CLAIM"** means any claim, demand, cause of action, proceedings, judgments, award (including reasonable legal fees, costs and expenses and reasonable sums paid by way of settlement or compromise), liability, loss, expense, penalty, fine and damages and the like arising from, relating to, or in connection with the performance, mis-performance or non-performance of this CONTRACT.
- 2.6 **"CLIENT"** means DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED and includes its consultants, agents, officers and employees.
- 2.7 **"CLIENT Contract Administrator"** means CLIENT's personnel as defined in ARTICLE headed as **"CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)"**.
- 2.8 **"CLIENT Equipment"** means the equipment and other related parts, spares and other materials to be provided by CLIENT.
- 2.9 **"CLIENT GROUP"** means CLIENT, its Co-Venturers, its and their respective Affiliates, its and their respective directors, officers and employees of the aforesaid but shall not include any member of the CONTRACTOR GROUP.
- 2.10 **"CLIENT Representative"** means CLIENT's representative as defined in ARTICLE headed as **"CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)"**.

- 2.11 "**Change Order**" means a document to be issued by CLIENT which sets forth changes in the SERVICES and adjustments to the CONTRACT Price or Schedule or both, and which sets forth the basis on which CONTRACTOR will be compensated for the change, if applicable.
- 2.12 "**CONTRACT**" means the terms and conditions of this **CONTRACT FORM**, and the **EXHIBITS**, references and documents attached hereto or incorporated by reference including any subsequent amendments to them.
- 2.13 "**CONTRACT Price**" means the agreed compensation to be paid to CONTRACTOR in a prescribed method as specified and qualified in **EXHIBIT III – CONTRACT PRICE SCHEDULE**.
- 2.14 "**CONTRACTOR**" means the Party entering into the CONTRACT with CLIENT for the delivery of the performance of the SERVICES or part thereof as set forth in the CONTRACT and includes the CONTRACTOR Personnel, representatives, successors and such other persons or body of persons to whom the CONTRACTOR has assigned this CONTRACT.
- 2.15 "**CONTRACTOR GROUP**" means the CONTRACTOR, its Sub-contractors, its and their Affiliates, its and their respective directors, officers and employees but shall not include any member of CLIENT GROUP.
- 2.16 "**CONTRACTOR Contract Administrator**" means CONTRACTOR's Personnel as defined in **ARTICLE** headed as "**CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE**".
- 2.17 "**CONTRACTOR Representative**" means CONTRACTOR's representative as defined in **ARTICLE** headed as "**CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE**".
- 2.18 "**CONTRACTOR Personnel**" means all personnel provided by CONTRACTOR in the performance of the SERVICES as defined in **ARTICLE** headed as "**CONTRACTOR'S OBLIGATION**" and more specifically described in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF SERVICES**
- 2.19 "**Co-Venturers**" means any parties having a legal interest in the operation of CLIENT to which the SERVICES or part thereof relates including but not limited to PETROVIETNAM EXPLORATION & PRODUCTION CORPORATION.
- 2.20 "**Day**" or "**day**" means a calendar day. All day shall end at 24:00 local time at the relevant location in relation to which term "Day" or "day" is used, unless otherwise specified.
- 2.21 "**Demobilization Site**" means the site designated in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS** where the CONTRACT Personnel who is released by CLIENT upon the completion of a part or whole part of SERVICES.
- 2.22 "**Drawings**" or "**Documentation**" means sketches, drawings, reports, manuals, procedures and recommendations of any portion of the SERVICES or part thereof.

- 2.23 **"Drilling Rig"** means the areas, places or installations either onshore or offshore, as designated by CLIENT, where the WORKS will be performed and hereby designated as "Work Site"
- 2.24 **"Expert"** means a person or company mutually agreed upon by CLIENT and CONTRACTOR to give a technical opinion in order to expedite settlement of any particular matter as described in ARTICLE head as "ARBITRATION".
- 2.25 **"Gross Negligence"** means (i) any act or failure to act which seriously or substantially deviates from a prudent course of action or (ii) any act or omission in violation of the most elementary rules of diligence which a conscientious contractor in the same position and under the same circumstances would have followed or (iii) such wanton and reckless conduct or omission as constitutes in effect an utter disregard for foreseeable, harmful and avoidable consequences.
- 2.26 **"Party"** or **"Parties"** means CLIENT and/or CONTRACTOR who have their obligations pursuant to this CONTRACT.
- 2.27 **"Mobilization Date"** means the date of CONTRACTOR Equipment and/ or CONTRACTOR Personnel is to be mobilized to the Mobilization Site.
- 2.28 **"Mobilization Site"** means the site designated in EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS where the CONTRACTOR Personnel as specified in EXHIBIT I are to be made available and delivered by CONTRACTOR to CLIENT for the performance of the SERVICES.
- 2.29 **"Specification"** means a collection of documents, standards and codes to which the SERVICES must conform to.
- 2.30 **"SERVICES"** means the activities or services to be performed and rendered by CONTRACTOR or its Sub-contractor as expressly set forth in the CONTRACT and all of CONTRACTOR's activities that are reasonably inferable from the description of the SERVICES. This shall include SERVICES or services performed pursuant to any authorization for SERVICES, services or changes, which may be issued to CONTRACTOR from time to time and shall therein become part of the Scope of Services whereby all terms & conditions of this CONTRACT shall govern.
- 2.31 **"Standard"** means any description of a technical nature of materials, engineering methods and techniques, equipment, construction systems and methods, specifications, plans, workmanship or otherwise defining a result to be achieved or method to be followed.
- 2.32 **"Sub-contract"** means any contract between CONTRACTOR and any other third party or parties as Approved in writing by CLIENT for the performance of any portion of the SERVICES or any part thereof.
- 2.33 **"Sub-contractor"** means any third party or parties having a subcontract with CONTRACTOR as Approved in writing by CLIENT for the performance of any portion of the SERVICES or any part thereof.

- 2.34 **"Third Party"** means any person, association of person, company or other body corporate or commercial entity of whatever character, other than any member of CONTRACTOR GROUP and any member of CLIENT GROUP.
- 2.35 **"Wilful Misconduct"** means conscious wilful act or conscious wilful failure to act deliberately committed by a member of CONTRACTOR covered parties, or CLIENT covered parties, as the case may be, which is intended to cause harm or injury to persons or property.
- 2.36 **"Work Site"** means the areas, places either onshore or offshore as designated by CLIENT where the SERVICES are to be performed.
- 2.37 **"Writing(s)"** means all printed or hand-written documentation including but not limited to all telexes, cables and similar items. All requests, approvals, notices and agreements required under this CONTRACT shall be in writing.

END OF ARTICLE

ARTICLE 3 – DURATION OF CONTRACT

Subject to termination provision provided under **ARTICLE 23 – “PROVISION FOR TERMINATION OF CONTRACT”**, this CONTRACT shall commence on the Effective Date stipulated in the preamble and shall remain valid for a period of time necessary to complete WORK as scope of work specified in accordance with this CONTRACT.

END OF ARTICLE



ARTICLE 4 – CONTRACT PRICE

- 4.1 For the satisfactory performance of the SERVICES in accordance with the CONTRACT, CLIENT shall pay CONTRACTOR the lump sum amounts and/or unit rates detailed in the **EXHIBIT III – CONTRACT PRICE SCHEDULE**. This compensation may be adjusted by the use of Change Orders, as described in and subject to the provision of **ARTICLE 26 – “CHANGES”**.
- 4.2 If CONTRACTOR fails to complete SERVICES, then as payment of damages to CLIENT, CONTRACTOR shall pay CLIENT the amount detailed in **ARTICLE 27 – “LIQUIDATED DAMAGE”**.
- 4.3 Except as expressly provided in this CONTRACT, the CONTRACT Price shall remain unchanged throughout the duration of this CONTRACT and shall not be subjected to change for any reason whatsoever including but not limited to cost escalation or currency fluctuations.
- 4.4 CONTRACTOR shall be responsible for and pay at its own expense (when due and payable) all taxes and duties relating to the SERVICES as specified in **ARTICLE 9 – “TAXES AND DUTIES”**.

END OF ARTICLE

ARTICLE 5 – RESPONSIBILITY OF CONTRACTOR TO INFORM ITSELF

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

END OF ARTICLE



ARTICLE 6 – RESPONSIBILITY OF CONTRACTOR TO INFORM CLIENT

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

END OF ARTICLE

ARTICLE 7 – INVOICING AND PAYMENT

- 7.1 At the beginning of each calendar month, CONTRACTOR shall invoice CLIENT for SERVICES performed during the previous month. The invoice may include any amounts due to CONTRACTOR which has not been invoiced previously, as well as charges, if any, made by CONTRACTOR for expenditure on CLIENT's behalf. Expenditures on CLIENT's behalf shall be authorized in writing by CLIENT Contract Administrator before being incurred.
- 7.2 All invoices claimed by CONTRACTOR shall be itemized as being directly associated with the CONTRACT and shall be verified and signed by the authorized signatory designated in **ARTICLE 18** entitled "**CONTRACTOR'S CONTRACT ADMINISTRATION AND REPRESENTATIVE**" hereof prior to submission to CLIENT for payment. Invoicing for SERVICES performed shall be kept current at all times. All invoices submitted shall comply with the requirement of **EXHIBIT II – ADMINISTRATION PROCEDURES**.
- 7.3 Any charges made by CONTRACTOR for items reimbursable at actual cost under this CONTRACT or payments made on CLIENT's behalf shall be net of all discounts and allowances, whether or not taken by CONTRACTOR plus appropriate handling cost as specified in **EXHIBIT IV** and be supported by sufficient documentation to fully support such reimbursement and permit verification thereof by CLIENT.
- 7.4 Invoices shall indicate the CONTRACT number and title and shall be submitted in one (1) original and one (1) copy each complete with the necessary documentation required by CLIENT and shall be addressed to:

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

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

- 7.5 Payments of undisputed invoiced items shall be made on or before the forty-fifth (45th) day after receipt thereof. If the forty-fifth (45th) day falls on a Sunday or a gazetted public holiday, the next working day shall be deemed to be the due day for payment. Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. Payments made by CLIENT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced.
- 7.6 Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. In the event that CLIENT disputes any item on a particular invoice, CLIENT shall be entitled to withhold from payment only the actual amount in dispute and CLIENT shall inform CONTRACTOR of the disputed items within thirty (30) calendar days of the receipt by CLIENT of that particular invoice.

- 7.7 CLIENT shall be entitled to withhold payment if any of CONTRACTOR's invoices do not include the supporting documentation required by CLIENT. **In any case, Bank guarantee as required under Article 8 - Bank guarantee (if applicable) shall be included in the supporting documentation.**
- 7.8 As a condition precedent to making any payments to CONTRACTOR, CONTRACTOR shall, if requested by CLIENT provide satisfactory evidence that the payment for all labour, materials, equipment and other obligations arising out of the performance of this CONTRACT have been fully specified and discharged.
- If CLIENT receives a bona fide claim from CONTRACTOR's suppliers or Sub-contractors that they have not been paid by CONTRACTOR for SERVICES done or material furnished in connection with the performance of SERVICES under this CONTRACT, CLIENT shall first consult with CONTRACTOR with respect to such complaint. If after such consultation, CLIENT is of the reasonable opinion that such complaint is valid, CLIENT shall be entitled to withhold such amounts from payments due to CONTRACTOR under this CONTRACT until CONTRACTOR discharges such claims whereupon CLIENT will immediately release such sums withheld to CONTRACTOR.
- 7.9 Payment due to CONTRACTOR may be withheld by CLIENT on account of defective SERVICES done and not remedied by CONTRACTOR, unsatisfactory performance of the CONTRACT, the filing of claims against CLIENT caused by acts or omissions of CONTRACTOR or failure of CONTRACTOR to pay amounts when due for labour or materials used by CONTRACTOR in performing SERVICES or amount due to CONTRACTOR's Sub-contractors(s) on SERVICES.
- 7.9 As a condition precedent to making any payments to CONTRACTOR, CONTRACTOR shall, if requested by CLIENT provide satisfactory evidence that payment due for all labour, materials, equipment and other obligations arising out of the performance of this CONTRACT have been fully satisfied and discharged.
- 7.10 CLIENT shall have the right to deduct any monies due to the CONTRACTOR under this CONTRACT in the event and on proof of default in payment of wages by CONTRACTOR for settlement of such claim. Such payment shall be deemed to be payment made to the CONTRACTOR by CLIENT under and by virtue of this CONTRACT.
- 7.11 If and when the cause or causes for withholding any such payment has/have been remedied or removed by CONTRACTOR and satisfactory evidence of such remedy or removal has been presented to CLIENT, the payments withheld shall be made forthwith by CLIENT.
- 7.12 If CONTRACTOR fails to take appropriate remedial action or refuses to remedy or remove any cause for withholding such payments within forty-five (45) calendar days after delivery written notice to CONTRACTOR by CLIENT, CLIENT shall be entitled to cause the same to be remedied or removed on its own and may deduct the cost including the expenses thereby incurred by CLIENT from any amounts due or owing or which may become due or owing to the CONTRACTOR under the CONTRACT provided always that this provision shall not affect any other remedy to which CLIENT may be entitled to for the recovery of such sums.

- 7.13 For delay in completion of SERVICES due to CONTRACTOR's and/or its Sub-Contractors' negligence, CLIENT shall have the right to deduct any payment to amount of liquidated damages as provided in **ARTICLE 27** entitled "**LIQUIDATED DAMAGES**", or adjust the CONTRACT Price in accordance with **ARTICLE 4.2**.
- 7.14 Upon notification of any erroneous billings made by or payments made to CONTRACTOR by CLIENT, CONTRACTOR shall within fourteen (14) days, make appropriate adjustments therein and reimburse to CLIENT any amounts of over-payment still outstanding as reflected by said adjustments. Notwithstanding the foregoing, CLIENT shall be entitled to deduct such amount from payment due to CONTRACTOR. Accordingly, CLIENT shall pay CONTRACTOR any amount of under-payment subject to verification thereof.
- 7.15 Payment made under this CONTRACT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced and shall not constitute an admission by CLIENT as to the performance by CONTRACTOR of its obligations hereunder and in no event shall any such payment affect the warranty obligations of CONTRACTOR. Any payments withheld shall be without prejudice to any other rights or remedies available to CLIENT.
- 7.16 CLIENT shall not be responsible and liable to pay any invoice(s) received later than three (3) months from CONTRACTOR after Termination of this CONTRACT for the performance of the SERVICES.
- 7.17 All invoices, financial settlements and billings by CONTRACTOR to CLIENT shall reflect properly the facts relating to all activities and transactions handled for CLIENT's account.
- 7.18 All payments to Domestic CONTRACTOR by CLIENT under the terms of this CONTRACT shall be made in Vietnam Dong (VND). All payments to Foreign CONTRACTOR by CLIENT under the terms of this CONTRACT shall be made in US Dollar (USD).
- 7.19 All payments to CONTRACTOR shall be made to:

BANK NAME AND ADDRESS : _____

ACCOUNT NUMBER : _____

END OF ARTICLE



ARTICLE 8 – BANK GUARANTEE

- 8.1 CONTRACTOR shall furnish to CLIENT an irrevocable first call and unconditional Bank Guarantee in the format set out in **EXHIBIT IV** of this CONTRACT amounting to ten percent (10%) of the CONTRACT value, issued by a reputable bank and acceptable to CLIENT within thirty (30) days from the Contract Signing Date to guarantee the due performance by the CONTRACTOR of its obligations under this CONTRACT. The expiry date of this Bank Guarantee shall be not earlier than three (03) months after the end of the CONTRACT and any extension thereto. Such guarantee shall be binding notwithstanding such variation, alterations or extensions of time as may be made, given, conceded or agreed under this CONTRACT. The expense of preparing, completing and stamping such instrument shall be borne by CONTRACTOR.
- 8.2 Should the expiry date of the Bank Guarantee required to be furnished pursuant to the foregoing **ARTICLE 8.1** occur before the expiry period mentioned above, the CONTRACTOR shall provide, at least fourteen (14) days before the expiry date, a fresh guarantee in the form similar to and in the amount of those previously provided, except for a revised date of expiry which shall not be earlier than three (3) months after the end of the CONTRACT or any extension thereto. Should CONTRACTOR fail to provide the fresh guarantee as required, CLIENT shall, without prejudice to all its other rights under the CONTRACT or in law, have the right at any time to invoke the Bank Guarantee referred to in **ARTICLE 8**.
- 8.3 If the Bank Guarantee to be furnished pursuant to **ARTICLE 8**, is not duly furnished by CONTRACTOR to CLIENT within the above prescribed period, CLIENT may, at its option and without prejudice to any rights or claims it may have against CONTRACTOR by reason of CONTRACTOR's noncompliance with any of the provisions of this **ARTICLE**, withhold an amount equivalent to the payment due or becoming due to the CONTRACTOR under this CONTRACT until such time the Bank Guarantee is furnished by the CONTRACTOR, whereupon CLIENT shall immediately release such sums withheld to CONTRACTOR, or terminate this CONTRACT by notice in writing to CONTRACTOR. In the case of termination, CLIENT shall thereupon not be liable for any claim or demand from CONTRACTOR under the provisions of this CONTRACT in respect of anything then already done or furnished, or in respect of any matters or thing whatsoever in connection with or relating to this CONTRACT, but CLIENT shall be entitled to be reimbursed by CONTRACTOR for all reasonable documented expenses incurred by CLIENT in obtaining a new contractor to perform the SERVICES.
- 8.4 CLIENT reserves the right to instruct CONTRACTOR to revise the Bank Guarantee amount to correspond to any increase in the CONTRACT Price. Failure to revise the Bank Guarantee shall constitute a failure by CONTRACTOR to perform this CONTRACT entitling CLIENT to make an immediate call on the Bank Guarantee.

END OF ARTICLE

ARTICLE 9 – TAXES AND DUTIES

9.1 CONTRACTOR LEGAL STATUS

9.1.1 Vietnamese CONTRACTOR

The CONTRACTOR is a Vietnamese registered business entity which is registered under Vietnamese Laws (including but not limited to, the Corporate Law, Investment Law, Petroleum Law, etc.) and applying Vietnamese Accounting System.

- 9.1.1(a) The CONTRACTOR shall be liable for and declare and pay at its own cost and cause to be paid any and all taxes and duties of whatsoever nature assessed or levied against the CONTRACTOR and its employees or agents by the competent authorities of Vietnam or any other country on account of or in relation to or in connection with the SERVICES.
- 9.1.1(b) The CONTRACTOR shall be liable for and pay or cause to be paid any and all taxes and duties levied or assessed against the CONTRACTOR or against the CLIENT by the competent authorities of Vietnam in respect of personal income, salaries or any other benefits of whatsoever nature paid to or received by or acquired by the CONTRACTOR's employees.
- 9.1.1(c) Notwithstanding **ARTICLE 9.1.1(a)**, the CLIENT shall pay the Value Added Tax ("VAT") amount imposing for the SERVICES as stated on the VAT invoices issued by the CONTRACTOR for the SERVICES and the CONTRACTOR shall settle the VAT levied on this SERVICES to the relevant Tax Authorities of Vietnam.
- 9.1.1(d) The CONTRACTOR agrees to observe all laws, rules and regulations of Vietnam relating to taxes and duties, including income taxes, and including, if applicable the filing of returns, assessment of tax and keeping and showing of books and records.
- 9.1.1(e) The CONTRACTOR shall indemnify and hold the CLIENT harmless against any and all liability and claims of whatsoever nature resulting from the CONTRACTOR's failure to pay such taxes, levies and duties referred to in above **ARTICLES 9.1.1(a), 9.1.1(b) and 9.1.1(c)**.
- 9.1.1(f) If the CLIENT receives a notice requiring it to pay any levies, charges contributions and taxes of the type referred to in this **ARTICLE 9.1** and/or any interest or penalty thereon whether with respect to the CONTRACTOR, any its Sub-contractor or any other person employed by them or providing any services to them on or in connection with the CONTRACT, the CLIENT shall forthwith notify the CONTRACTOR who shall cooperate with the CLIENT to make all reasonable endeavors to make any valid appeal against such payment. In the event that the CLIENT is ultimately required to make such payment, the CLIENT may recover from the CONTRACTOR any such sums and all reasonable costs incurred in connection therewith and the CONTRACTOR shall within thirty (30) days of receiving written notice from CLIENT pay to the CLIENT any such sum

or CLIENT shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR.

9.1.2 Foreign CONTRACTOR

The CONTRACTOR is a foreign registered business entity which is registered in any country other than Vietnam, and applying the Direct Method for Value Added Tax filings and payments pursuant to the applicable Vietnamese Tax Law for Foreign CONTRACTOR.

- 9.1.2(a) The CONTRACTOR shall be liable for and declare and pay at its own costs and cause to be paid any and all taxes and duties of whatsoever nature assessed or levied against the CONTRACTOR and its employees or agents by the competent authorities of Vietnam or any other country on account of or in relation to or in connection with the SERVICES or this CONTRACT.
- 9.1.2(b) The CONTRACTOR shall be liable for and pay or cause to be paid any and all taxes and duties levied or assessed against the CONTRACTOR or against the CLIENT by the competent authorities of Vietnam in respect of personal income, salaries or any other benefits of whatsoever nature paid to or received by or acquired by CONTRACTOR's employees.
- 9.1.2(c) Notwithstanding **ARTICLE 9.1.2(a)**, the following shall apply with respect to Value Added Tax ("VAT") and Corporate Income Tax ("CIT"). For the purpose of this **ARTICLE 9.1**, the term VAT and CIT shall have the same meaning as taxes by that name defined by the Ministry of Finance of Vietnam and the CONTRACTOR is a foreign registered entity applying the Direct Method pursuant to the applicable Vietnamese Tax Law. The term CIT and VAT shall be extended to cover any and all taxes (with similar nature as current CIT and VAT) levied or imposed on the SERVICES by Vietnam Tax Authorities, arise as a result of changes in the legislation or interpretation and application after the execution of the CONTRACT.
- i) The CLIENT shall pay the deemed VAT and CIT, in the name of and on behalf of the CONTRACTOR, levied on the SERVICES. The CONTRACTOR shall submit the invoice stating the net amount only and shall receive the net amount.
 - ii) In the event that proof of payment is requested by Vietnam Tax Authorities or alternative Government agency, the CLIENT shall provide this proof of payment as required.
- 9.1.2(d) In those instances where the Government of the Socialist Republic of Vietnam and CONTRACTOR's Government signed a Double Taxation Agreement, CLIENT shall, on behalf of CONTRACTOR, implement the procedures on tax exemption in compliance with applicable regulation of the Ministry of Finance of the S.R Socialist Republic of Vietnam and the relevant Double Taxation Agreement. Upon CLIENT's request, CONTRACTOR shall cooperate, and assist the CLIENT in obtaining the information and documents required by law in relation to the implementation procedures on tax exemption, including but not

limited to, assistance in obtaining a proper tax registration certificate issued by the competent tax authorities of the country of which the CONTRACTOR is tax resident. CONTRACTOR shall be liable for the accuracy and lawfulness of the information and documents that provided to CLIENT.

- 9.1.2(e) CONTRACTOR agrees to observe all laws, rules and regulations of Vietnam relating to taxes and duties, including income taxes, and including, if applicable, the filing of returns, assessment of tax and keeping and showing of books and records.
- 9.1.2(f) When requested by CLIENT, CONTRACTOR shall provide evidence that it has paid all personal income tax due on remuneration paid to CONTRACTOR's employee. In the event that CLIENT determines, or has reason to believe, that CONTRACTOR has not met its obligations in this regard, CLIENT shall advise CONTRACTOR accordingly in writing. In such case, any payment otherwise due to CONTRACTOR may be withheld by CLIENT until CONTRACTOR provides satisfactory evidence that it has fulfilled such obligations.
- 9.1.2(g) CONTRACTOR shall protect and indemnify and hold the CLIENT and any of CLIENT's Affiliate harmless against any and all liability and claims of whatsoever nature resulting from CONTRACTOR's failure to pay such taxes, levies and duties referred to in above **ARTICLES 9.1.2(a)**, and **9.1.2(b)** and **9.1.2(c)**. CLIENT shall protect and indemnify and hold CONTRACTOR harmless against any and all liability and claims of whatsoever nature resulting from CLIENT's failure to pay such taxes, levies and duties referred to in above **ARTICLE 9.1.2(c)**.
- 9.1.2(h) If the CLIENT receives a notice requesting it to pay any levies, charges contributions and taxes of the type referred to in this **ARTICLE 9.1** and/or any interest or penalty thereon whether with respect to the CONTRACTOR, any Sub-contractor or any other person employed by them or providing any services to them on or in connection with the CONTRACT, the CLIENT shall forthwith notify the CONTRACTOR who shall work with the CLIENT to make all reasonable endeavours to make any valid appeal against such payment. In the event that the CLIENT is ultimately required to make such payment, the CLIENT may recover from the CONTRACTOR any such sums and all reasonable costs incurred in connection therewith and the CONTRACTOR shall within thirty (30) days of receiving written notice from CLIENT pay to the CLIENT any such sum or CLIENT shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR.

9.2 Personal Income Tax

The CONTRACTOR shall be responsible to register, declare and pay to the any government authorities including but not limited to Vietnamese Tax authorities any Personal Income Tax or other statutory obligations due and payable in relation to the remuneration of all CONTRACTOR's and its Sub-contractors' Personnel. CONTRACTOR shall submit all necessary documentation (including but not limited to tax declarations, evidence of payment, tax receipt) to CLIENT to support such payment and substantiate that proper payment has been made to the Vietnamese Tax Authorities.



- 9.3 Importation and exportation of CONTRACTOR's material and equipment**
- 9.3.1 CONTRACTOR shall at its own expenses be responsible for all customs duties, licenses, fee, import or tariffs or similar charges imposed by the Government of Vietnam or any other countries, states or relevant authorities which the CONTRACTOR is obligated to pay in relation to CONTRACTOR's supplied materials and equipment imported into the Socialist Republic of Vietnam for performance of the SERVICES.
- 9.3.2 CONTRACTOR shall be responsible for the preparation of all documents required by Customs Authorities in connection with the import and export of CONTRACTOR Equipment to and from the Socialist Republic of Vietnam.
- 9.3.3 Notwithstanding the fact that CONTRACTOR Equipment is imported in the name of CLIENT, CONTRACTOR shall remain responsible for such equipment while in the Socialist Republic of Vietnam. CONTRACTOR shall protect, indemnify and hold harmless CLIENT from and against any claims, demands and causes of action, which may arise as a result of damage to, shortages, or overages in inventory of such equipment.
- 9.3.4 Upon termination of this CONTRACT or the operation involving the use of such CONTRACTOR Equipment, whichever occurs first, CONTRACTOR shall take immediate steps to remove such equipment from the Socialist Republic of Vietnam other than equipment used or consumed in the performance of the SERVICES. Unless CLIENT agrees otherwise in writing, CONTRACTOR shall comply with all directions and procedures as required by CLIENT to cause such equipment to be removed as expeditiously as possible.
- 9.3.5 CONTRACTOR shall indemnify and hold CLIENT harmless from and against any and all taxes, duties, surcharges, fines, or penalties of whatsoever nature for which CLIENT shall be or become liable as a result of CONTRACTOR's failure to comply with the directions and procedural requirements of CLIENT with respect to the removal of CONTRACTOR Equipment imported in CLIENT's name or as a result of CONTRACTOR's act in selling, transferring, disposing, or otherwise dealing with such equipment prior to its removal from the Socialist Republic of Vietnam or as a result of CONTRACTOR's failure to furnish proper and accurate information for import of such equipment.
- 9.4 Without prejudice to **ARTICLES 9.1, 9.2 and 9.3**, CONTRACTOR shall protect and indemnify and hold CLIENT, its Co-Venturers and their respective Affiliates safe and harmless from any and all claims or liability for income, excess profits, royalty, and other taxes assessed or levied by the Government of any country against CONTRACTOR or its Sub-contractors or against CLIENT for or on account of any payment made to or earned by CONTRACTOR or its Sub-contractors hereunder. CONTRACTOR further shall protect and hold CLIENT harmless from all taxes assessed or levied against or on account of wages, salaries, or other benefits paid to or enjoyed by employees of CONTRACTOR or its Sub-contractors, and from all taxes assessed or levied against, on, or for account of any property or equipment of CONTRACTOR or its Sub-contractors.

- 9.5 CLIENT shall herein have the right to withhold including but not limited to income, excess profit, royalty, and other taxes from payment due to CONTRACTOR under this CONTRACT, to the extent that such withholdings shall be required by the Government authorities of any country including the Vietnamese Government Authorities. Payment by CLIENT to the respective governmental office of the amount of money so withheld shall relieve CLIENT from any further obligation to CONTRACTOR with respect to the amount so withheld.
- 9.6 CONTRACTOR shall indemnify CLIENT against all claims, demands and causes of action based on any actual or alleged failure by CONTRACTOR or its Sub-contractors to make timely payment of any taxes or duties for which they are liable or any actual or alleged failure by CONTRACTOR or its Sub-contractors to comply with applicable reporting, return, or other procedural requirements with respect to their payment to any Government authorities of any country including the Vietnamese Government Authorities. This indemnity shall include, without limitation, all penalties, awards and judgments, court and arbitration costs, attorneys' fees, and other reasonable expenses associated with such claims, demands, and causes of action.
- 9.7 For the purpose of **ARTICLE 9** only, the expression "tax" shall mean, where the context so admits, any tax, duty or charge, including any additional charge or interest, assessed or levied by the appropriate Vietnamese Government Authority in respect of the CONTRACT.
- 9.8 CONTRACTOR shall give prompt notice to CLIENT of all matters pertaining to non-payment, claims of immunity, or exemption from any taxes or duties.

END OF ARTICLE



ARTICLE 10 – INSURANCE

- 10.1 CONTRACTOR shall at its own cost and expense carry and maintain in full force throughout the duration of this CONTRACT at least the following insurances with companies satisfactory to CLIENT. Nothing contained herein shall serve in any way to limit or waive CONTRACTOR's responsibility under this CONTRACT. The insurances to be carried by CONTRACTOR are as follows:
- (a) Workmen's Compensation or Similar Statutory Social Insurance and/or Employer's Liability Insurance as required by law at the location where the SERVICES will be performed and which may be applicable covering all CONTRACTOR's employees engaged in accomplishing the SERVICES. Such insurance shall take effect immediately from the award of the CONTRACT.
 - (b) Comprehensive General Third Party Liability Insurance covering all operations hereunder against bodily injury, death, loss of or damage to property with minimum limits of **United State Dollars One Million (USD 1,000,000.00)** or equivalent value for any one occurrence with water craft exclusion deleted. Such insurance shall include contractual liability coverage and shall take effect immediately from the award of the CONTRACT.
 - (c) Any other insurance which may be relevant and/or which may be required by law to which the CONTRACTOR and/or Sub-contractors are subjected.
- 10.2 To the extent of indemnities given by CONTRACTOR herein, CONTRACTOR shall cause CLIENT and Co-Venturers, their parent companies, subsidiaries, Affiliates, consultants and their respective agents, officers and employees to be included as additional assured and to be covered by all insurances as stipulated in **ARTICLE 10.1** with respect to operations conducted under this CONTRACT and shall cause the insurers thereof to waive all expressed or implied rights of subrogation against such Parties and their respective employees, servants and agents.
- CONTRACTOR shall further cause the insurance policy as stipulated in **ARTICLE 10.1** herein to contain a "Severability of Interests" (Cross Liability) Clause providing that in the event of one insured Party incurring liability to any of the other insured Parties, the insurance shall apply for the benefit of the Party against whom claim is or may be made in the same manner as if separate policies had been issued to each insured Party.
- 10.3 All deductibles, exceptions, and exclusions applicable to the foregoing insurances resulting from any act or omission of CONTRACTOR shall be for the account of and be paid by CONTRACTOR. Any breach of conditions and/or warranties contained in such policies of insurances shall also be for the account of CONTRACTOR.
- 10.4 CONTRACTOR shall fully indemnify CLIENT against loss or damage arising out of any failure to effect or maintain such insurances specified by this CONTRACT or out of any act or omission which invalidates the said insurances.

- 10.5 CONTRACTOR shall within fourteen (14) days of the award of this CONTRACT furnish to CLIENT certified copies of certificates of insurance provided for in **ARTICLE 10.1** hereof. No insurance shall be materially changed or cancelled while the SERVICES is in progress without prior written approval by CLIENT. Policies and/or extension certificates or documents shall be furnished to CLIENT. If requested by CLIENT, CONTRACTOR shall permit CLIENT to examine copies of its and its Sub-contractors original insurance policies and current premium receipts.
- 10.6 The furnishing of certificates of insurances shall not be interpreted as implying endorsement by CLIENT or that CLIENT assumes responsibility for the accuracy and adequacy of such documents or that the CONTRACTOR has complied with its other obligation contained in the CONTRACT.
- 10.7 Should CONTRACTOR at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be cancelled, CLIENT shall upon notification to CONTRACTOR have the right to procure such insurance and, in such event, any sum so paid by CLIENT shall immediately become due and payable to CLIENT by CONTRACTOR or CLIENT shall be entitled to deduct such sums from any moneys due or which may become due to CONTRACTOR in addition to any other remedies CLIENT may have under this CONTRACT.
- 10.8 CONTRACTOR shall notify CLIENT immediately upon receipt of any notice of claims, incidents, or demands or of any situation which may give rise to such claims or demands being made under the said policies. Written notice shall be given not later than two (2) days after the occurrence of any accident. However, for serious accidents (including but not limited to death or serious injuries) notice shall be given immediately and must be confirmed in writing.
- 10.9 CONTRACTOR shall ensure that its Sub-contractors maintain similar insurance coverage as specified herein and that its Sub-contractors similarly indemnify and hold CLIENT harmless against all costs, claims, and demands. Any deficiencies in the coverage or policy limits of Sub-contractor's insurance shall be for the sole responsibility of CONTRACTOR.
- 10.10 The amounts of CONTRACTOR furnished insurance called for herein shall be the minimum and not the maximum limits of liability. CONTRACTOR may provide other insurance coverage or higher limits of coverage. CLIENT will bear no financial liability attributable to deficient insurance coverage by CONTRACTOR.

END OF ARTICLE

ARTICLE 11 – LIABILITIES AND INDEMNITIES

11.1(a) Personnel of CONTRACTOR

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

11.1(b) Personnel of CLIENT

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

11.2 Third Party

Unless otherwise expressly provided for in this CONTRACT, each Party shall be solely responsible for its own liability (including that of its Sub-contractors and/or agents and/or employees) in respect of Third Party damages and shall hold the other Party harmless from and against any such liability.

11.3(a) CONTRACTOR's Equipment and Property

Save as otherwise expressly provided in this CONTRACT, CONTRACTOR shall assume the risk of, and shall be solely responsible for and in this regard shall indemnify, defend and hold CLIENT GROUP harmless from and against any claims arising out of the damage to, the loss, or destruction of, all CONTRACTOR's Equipment and property and those of CONTRACTOR GROUP in relation to this CONTRACT.

11.3(b) CLIENT's Equipment and Property

CONTRACTOR shall assume the risk of, and shall be solely responsible for and in this regard shall indemnify, defend and hold CLIENT GROUP harmless from and against any claims arising out of the damage to, the loss, or destruction of, all CONTRACTOR GROUP (including damage to or loss of the hole or well and all well control efforts) in relation to this CONTRACT.

11.4 Pollution and Contamination

Notwithstanding anything to the contrary contained herein, CONTRACTOR shall be responsible for and hold harmless and indemnify CLIENT against all claims,

cost, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or potential pollution damage and the cost of cleanup or control which cause or allow discharge, spills or leaks from substances of CONTRACTOR under this CONTRACT.

11.6 Underground Damage

CLIENT shall be responsible for and hold harmless and indemnify CONTRACTOR for any and all claims resulting from operations under this Contract on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas or other mineral substance or water, if at the time of the act or omission, said substance had not been reduced to physical possession above the seabed, and for any loss or damage to any formation, strata, or reservoir beneath the seabed.

11.5 CONTRACTOR shall notify CLIENT immediately of any damage, loss or destruction of property used in connection with the SERVICES and any injury or death of persons occurring in connection with the performance of the SERVICES and to furnish to CLIENT adequate written reports pertaining to it.

11.6 CONTRACTOR shall protect, indemnify and hold CLIENT harmless from and against all liability for any pollution arising out of the SERVICES performed hereunder and resulting from the negligent act or omission of CONTRACTOR and shall reimburse CLIENT for costs incurred or payment made by CLIENT to control or clean up the pollution or as compensation for payments made by CLIENT for damage suffered by others. CONTRACTOR undertakes that equipment or rubbish in any form originating from the SERVICES will not be dumped overboard.

11.7 Except as otherwise provided in this **ARTICLE**, the indemnities given by the CONTRACTOR shall not be reduced by reasons of any negligence or omission of CLIENT Representative in failing to supervise or control the CONTRACTOR's site operations or methods of working or to detect or prevent or remedy defective SERVICES or to ensure proper performance of any other obligations of the CONTRACTOR under this CONTRACT.

11.8 Except as expressly provided herein, CONTRACTOR shall be solely responsible for the costs of all loss or damage caused by the wilful misconduct, act, omission or negligence of CONTRACTOR.

11.9 CONTRACTOR shall notify CLIENT immediately of any incident, claims or litigation affecting the provisions of this **ARTICLE**.

END OF ARTICLE

ARTICLE 12 – ACCEPTANCE OF SERVICES

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

END OF ARTICLE

ARTICLE 13 – WARRANTY

CONTRACTOR warrants and guarantees that the SERVICES shall be performed in a professional manner in accordance with good and sound offshore engineering and industry practices and with the requirements and conditions of this CONTRACT.

END OF ARTICLE



ARTICLE 14 – CONTRACTOR’S OBLIGATION

- 14.2 CLIENT shall, without prejudice to its rights under **ARTICLE 23 – “PROVISION FOR TERMINATION OF CONTRACT”** has the right to monitor and review, from time to time, the CONTRACTOR’s performance of the SERVICES under this CONTRACT and CONTRACTOR’s compliance with its obligations hereunder.
- 14.3 CONTRACTOR shall perform the SERVICES in strict compliance with the provisions of this CONTRACT including all **EXHIBITS** attached hereto and shall comply with and adhere strictly to CLIENT's instructions and directions on any matter concerning the SERVICES. The foregoing shall not however be construed to exclude CONTRACTOR's duty to exercise diligence and to perform the SERVICES in accordance with the warranty set forth in **ARTICLE 13 – “WARRANTY”** hereof.
- 14.4 CONTRACTOR shall carry out all of its obligations under the CONTRACT and shall execute the SERVICES with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of work to be carried out under the CONTRACT.
- 14.5 CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all operations and methods necessary for the performance of the SERVICES and shall comply with the **ARTICLE 20 – “HEALTH SAFETY AND ENVIRONMENT REQUIREMENT”**.
- 14.6 CONTRACTOR shall furnish the equipment, materials, and supplies and the necessary personnel required to perform the SERVICES as specified in the **EXHIBITS** attached hereto.
- 14.7 CONTRACTOR shall commence the SERVICES as instructed by CLIENT.
- 14.8 CONTRACTOR shall observe all plans, programs, specifications, schedules, and instructions provided or made by CLIENT for carrying out the SERVICES.
- 14.9 During the progress of the SERVICES performed hereunder, CONTRACTOR shall ensure that its personnel keep the designated area of the Work Site clean and orderly at all times and shall dispose of trash and spoil as instructed by CLIENT.
- 14.10 **CONTRACTOR furnished equipment, materials, and supplies**
- 14.10.1 CONTRACTOR shall at its own cost furnish, install, maintain in good working order, and repair and replace where necessary throughout the duration of this CONTRACT, relevant and adequate equipment, materials and supplies for full and proper performance of the SERVICES, and shall carry all spare parts and supplies as required for maintenance and good working condition of CONTRACTOR Equipment.
- 14.10.2 CONTRACTOR shall ensure that all materials, tools, equipment and other items used in the SERVICES, whether purchased, rented, or otherwise provided by CONTRACTOR, are properly packed and

equipped with proper and acceptable slings and spreader bars, where required, and that the equipment are in a safe, sound and good condition and capable of performing the functions for which they are intended; and are properly stored and protected against all weather elements that may be detrimental to the eventual performance of the equipment if no such protection is provided.

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

The proforma invoice must reach CLIENT at least one (01) day prior to the actual shipment. All items delivered must be accompanied by CONTRACTOR's delivery order and must be clearly tagged for material identification.

- 14.10.4 If any tool or other item of equipment is, in the judgement of CLIENT, unsafe or incapable of doing the functions for which it is intended, CONTRACTOR shall repair or replace the same with a safe and capable tool or item of equipment at CONTRACTOR's expense.

- 14.10.5 CLIENT shall have the right to inspect CONTRACTOR Equipment at any time to observe their condition. If CLIENT notifies CONTRACTOR of any defects thereto, CONTRACTOR shall take immediate steps to rectify the said defects at its own cost. However, such inspection by CLIENT shall not imply any acceptance of the condition of the said CONTRACTOR Equipment by CLIENT and CONTRACTOR shall not be relieved of its obligations under this CONTRACT by any such inspection.

- 14.10.6 CONTRACTOR shall keep and maintain up-to-date records of all CONTRACTOR Equipment reflecting their conditions and quantity and shall make such records available to CLIENT whenever requested.

- 14.10.7 CONTRACTOR agrees to visually inspect all CLIENT Equipment and materials furnished by CLIENT and shall report to CLIENT of any apparent defects therein. CONTRACTOR's use of such materials without so notifying CLIENT shall be deemed to be conclusive evidence that such materials are free from apparent defects. CLIENT Equipment on board the drilling unit shall be maintained in good condition and repaired by CONTRACTOR utilising CONTRACTOR Personnel and all spare parts, materials required to maintain or repair CLIENT Equipment at CONTRACTOR's sole cost.

14.11 **CONTRACTOR'S Personnel**

- 14.11.1 CONTRACTOR shall provide the necessary personnel as specified in **EXHIBIT I - SPECIAL PROVISIONS AND SCOPE OF SERVICES**, and shall make the personnel available for commencement of the



SERVICES. CONTRACTOR shall thereafter ensure that such personnel are continuously available throughout the duration of the CONTRACT.

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

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

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

14.11.2 All CONTRACTOR Personnel directly involved in the performance of the SERVICES offshore shall have undergone the necessary basic safety training required by CLIENT's and shall possess a valid Offshore Safety Certificates. All related costs with respect to getting Offshore Safety Certificates for CONTRACTOR Personnel shall be at CONTRACTOR's own expenses.

14.11.3 **Discipline**

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

14.11.4 **Alcohol And Drug Use**

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

14.11.5 **Replacement of CONTRACTOR Personnel**

- (a) CONTRACTOR shall employ on the SERVICES only competent and skilled personnel. Subject to all other provisions of this **ARTICLE**,

CONTRACTOR shall ensure that all such personnel continue in the functions and responsibilities to which they are initially assigned for as long as is necessary to achieve proper completion of the SERVICES. CONTRACTOR shall not change the personnel assigned to perform the SERVICES without prior approval from CLIENT in writing.

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

- (b) CLIENT shall be entitled to, without prejudice to any other rights or remedies available to CLIENT under this CONTRACT or otherwise in law, to object and require CONTRACTOR to remove from the SERVICES and/or replace any of CONTRACTOR Personnel who, in the opinion of CLIENT, is incompetent, misconduct himself, is negligent in the performance of his duties, and/or violates CLIENT's alcohol/drug policy.

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

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

14.11.6 Language Requirement

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

14.11.7 Personnel Policies

CONTRACTOR shall maintain good site housekeeping and shall furnish where applicable, to its personnel safety equipment including but not limited to safety helmets, safety shoes, safety harness and eye and ear protection.

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

CONTRACTOR shall establish and have its own written policy, safety rules and regulations for its employees and the employees of any of its Sub-contractors and shall also acquaint CLIENT Representative with the same.



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

END OF ARTICLE

ARTICLE 15 – CLIENT'S OBLIGATION

15.1 Access To Work Site

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

15. Work Schedule and Transportation of CONTRACTOR Personnel

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

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

- 15.5 CLIENT shall provide reasonable accommodation, meals and laundry service for CONTRACTOR Personnel within the limits of stated requirements as to numbers of personnel so engaged from time to time at the Work Site(s). CONTRACTOR Personnel shall adhere to meal rosters as may be furnished by CLIENT, if any.
- 15.6 CLIENT shall provide site survey information in line with CONTRACTOR's requirements, and CLIENT shall bear all expenses in conjunction with such survey requirements including but not limited to survey vessel, personnel onboard the vessel, pilot fees, dockings and the running of the survey vessel.

END OF ARTICLE



ARTICLE 16 – ACTIONS ON BEHALF OF CLIENT

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

END OF ARTICLE

ARTICLE 17 – CLIENT’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)

The following defined CLIENT Contract Administrator and Representative(s) shall be designated in **EXHIBIT I – SPECIAL PROVISION AND SCOPE OF SERVICES**. Notice of any change shall be given by CLIENT to CONTRACTOR in writing.

17.1 CLIENT Contract Administrator

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

17.2 CLIENT Representative(s)

The CLIENT Representative shall have the right to receive all information pertaining to records, reports, and any other information pursuant to the SERVICES and EXHIBITS attached hereto.

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

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

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

END OF ARTICLE



ARTICLE 18 – CONTRACTOR’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE

The following defined CONTRACTOR Contract Administrator and CONTRACTOR Representative shall be designated in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF SERVICES**. Notice of any change shall be given by CONTRACTOR to CLIENT in writing.

18.1 CONTRACTOR Contract Administrator

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

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

18.2 CONTRACTOR Representative(s)

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

END OF ARTICLE

ARTICLE 19 – LIENS AND CLAIMS

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

END OF ARTICLE



ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT

20.1 LAWS AND REGULATIONS

- 20.1.1 CONTRACTOR shall comply with all laws, regulations, and requirements pertaining to **safety, health, fire, environmental protection, and security regulations**, which are applicable to the location where the SERVICES are being carried out.
- 20.1.2 CONTRACTOR shall ensure its personnel employed for the SERVICES comply at all times with the requirements as set forth by CLIENT in its HSE Manuals, Safety Manual, policies, procedures, any special instructions, and all requirements stipulated of CLIENT.
- 20.1.3 CONTRACTOR shall ensure that all services, materials, and CONTRACTOR's items used in the performance of the SERVICES comply with the above laws, regulations, and requirements and otherwise meet generally accepted industry standards for occupational health, safety and environment.
- 20.1.4 Upon termination of the CONTRACT, CONTRACTOR shall within sixty (60) days deliver to CLIENT a satisfactory CONTRACT CLOSE-OUT REPORT in a format and meeting such technical content as specified by CLIENT.

20.2 SAFETY EQUIPMENT

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

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

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

CONTRACTOR shall also, at its own expense, be responsible for providing its personnel with personal protective equipment as specified required by CLIENT.

20.3 SAFETY PROCEDURES AND MANUALS

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

20.4 **CERTIFICATION OF PERSONNEL**

CONTRACTOR shall ensure that all machineries, equipment, and tools are operated by competent personnel who are fully trained and certified to carry out the task. The said personnel shall be authorised in writing by CONTRACTOR's Management or certified by a reputable training establishment acceptable to CLIENT.

20.5 **RIGHT TO STOP SERVICES**

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

20.6 **WEATHER/SEA CONDITION**

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

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

20.8 In addition to all legal and specific requirements stated herein and all Vietnamese legislative requirements, CONTRACTOR GROUP who are engaged in the performance of the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations, and standards on safety, fire protection, environmental protection and security regulations as set forth by CLIENT in its published safety manuals, policies and special instructions. Before commencing any SERVICES, CLIENT requires that CONTRACTOR inspect the Work Site and the equipment involved to ensure that the SERVICES will be performed under safe conditions acceptance to CLIENT. These inspections must be evidenced by "Work Permits" issued by CLIENT prior to initiating any such SERVICES. CLIENT Representative or his designated representatives shall have the right to prohibit commencement of SERVICES or stop any SERVICES in progress if the equipment, personnel or SERVICES conditions are considered to be unsafe or not to be in compliance with CLIENT rules and regulations.

20.9 CONTRACTOR shall prohibit the consumption and/or possession of alcoholic beverages or dangerous drug at the Work Site.



- 20.10 CONTRACTOR shall compile and maintain safety records, data pertaining to its SERVICES with CLIENT. These records shall be updated and submitted to CLIENT Representative as and when required.
- 20.11 CONTRACTOR shall be wholly responsible for the safety and safe working practices of its employees, servants or agents, and all equipment, and shall be responsible for the training of its employees, servants or agents on safety and safe working practices. CONTRACTOR shall ensure that the personnel to be provided in the performance of the SERVICES are adequately trained in safety precautions and safe working practices before they are involved in the SERVICES and that they are competent to undertake their required duties in a safe and efficient manner. CONTRACTOR shall be responsible for maintaining and enhancing manner. CONTRACTOR shall be responsible for maintaining and enhancing the safety awareness among its personnel and Sub-contractor's personnel, including arranging regular safety meetings and emergency drills, copies of minutes of CONTRACTOR safety meetings shall be submitted to CLIENT.
- 20.12 The employees, servants or agents of the CONTRACTOR when working offshore shall participate in periodic fire and boat drills, instructions in survival, lifesaving and fire fighting.
- 20.13 All personnel assigned to Work Site shall be provided with approved safety helmets, safety glasses, safety shoes and ear protections, by the CONTRACTOR. CONTRACTOR shall also provide to personnel assigned for special jobs with approved life lines, life jackets/life vests, breathing equipment, welding helmets, and all other protective equipment as necessitated by the scope of SERVICES and good industrial safety practices.
- 20.14 CONTRACTOR shall allow CLIENT Representative and/or its designated third Party personnel access at any time to conduct audit on the CONTRACTOR Personnel, records and any other matters related to the safety aspect of the SERVICES at the Work Site(s).

END OF ARTICLE

ARTICLE 21 – DEFAULT OF CONTRACTOR

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

END OF ARTICLE



ARTICLE 22 – PROVISION FOR SUSPENSION OF SERVICES

- 22.1 CLIENT may, at any time, suspend all or any part of the remaining SERVICES for any reason whatsoever by giving written notice to CONTRACTOR specifying the part of the SERVICES to be suspended and the effective date of suspension. CONTRACTOR shall cease performance of said suspended part of SERVICES on the effective date of suspension. CONTRACTOR shall continue to perform the unsuspended part of the SERVICES. CONTRACTOR will be given sufficient time for orderly removal of personnel and items not required during suspension.
- 22.2 CONTRACTOR shall comply with CLIENT's instructions with respect to all activities in connection with any suspension of the SERVICES or part thereof. Such compliance will be a factor in determining reasonableness of costs incurred. Compensation for suspension shall be limited to actual and reasonable out-of-pocket expenses. CONTRACTOR will not be compensated for expenses that resulted from suspension or cancellation of SERVICES due to safety reasons.
- 22.3 Neither CLIENT nor CONTRACTOR shall be liable to the other for loss of anticipated profits sustained on account of any suspension of SERVICES or part thereof.
- 22.4 CLIENT may, at any time, authorize resumption of all or any part of the suspended SERVICES by giving notice to CONTRACTOR specifying the SERVICES to be resumed and the effective date of withdrawal of suspension. The SERVICES shall be resumed by CONTRACTOR within three (3) calendar days after receipt of such notice, where applicable.

END OF ARTICLE

ARTICLE 23 – PROVISION FOR TERMINATION OF CONTRACT

23.1 CLIENT shall have the right at its option to terminate this CONTRACT or any part thereof pursuant to the following provisions.

23.2 Termination Without Cause

- a) Notwithstanding any other provisions to the contrary herein, and in addition to CLIENT's right either to stop the SERVICES or to suspend CONTRACTOR from all or any part of SERVICES pursuant to **ARTICLE 22 – "PROVISION OF SUSPENSION OF SERVICES"**, CLIENT may at any time terminate without cause SERVICES in whole or in part by giving written notice to CONTRACTOR that CLIENT intends to terminate SERVICES, specifying the SERVICES to be terminated, and the effective date of termination.
- b) Should CLIENT terminate this CONTRACT or all SERVICES without cause, CONTRACTOR shall stop performance of all SERVICES or the terminated portion of the SERVICES on the effective date of termination.
- (c) In the event CLIENT terminates any part of the SERVICES without cause, CONTRACTOR shall stop performance of the said portion of the terminated SERVICES on the effective date of termination.
- d) Upon receipt and verification of CONTRACTOR's invoice, CLIENT shall pay CONTRACTOR all amounts properly due for the work performed prior to the date of termination and all expenses resulting directly from the termination as Approved by CLIENT.

23.3 Termination For Cause

- a) Subject to provision provided under **ARTICLE 21 – "DEFAULT OF CONTRACTOR"** hereof, CLIENT shall have the right to terminate for cause all or part of the SERVICES by giving a notice in writing, specifying the CONTRACT to be terminated, and the effective date of termination. In either event, CLIENT shall have available to it all rights and remedies proved in law or equity.
- b) On the date on which the termination for cause given pursuant to provision of **ARTICLE 21 – "DEFAULT OF CONTRACTOR"** becomes effective, CONTRACTOR shall stop performance of the CONTRACT. CLIENT shall, retain all amounts which are then due and payable to CONTRACTOR plus reimbursements due to CONTRACTOR for its reasonable and auditable costs incurred in the performance of the SERVICES to the extent such SERVICES are authorised in advance by CLIENT. If the cost to CLIENT for completing the SERVICES is less than the unearned balance of the CONTRACT Price, CLIENT shall pay the retained amounts to CONTRACTOR.
 - (i) If the cost to CLIENT for completing the SERVICES is less than



the unearned balance of the CONTRACT Price, CLIENT shall pay the retained amount to CONTRACTOR. The unearned balance in this context is calculated by deducting all the paid invoices and retained amount from the CONTRACT Price.

(ii) If the cost to CLIENT for completing the SERVICES are greater than the unearned balance of the CONTRACT Price and is less than the retained amount, then CLIENT shall deduct the difference from the retained amount due to CONTRACTOR.

(iii) If such difference is greater than the retained amount due to CONTRACTOR, CONTRACTOR shall pay to CLIENT such difference less the Retained Amount due to the CONTRACTOR.

Notwithstanding, CLIENT may recover the amount due, including any costs involved from the Bank Guarantee.

23.4 In addition to CLIENT's rights to terminate as may be provided herein, CLIENT shall be entitled to terminate this CONTRACT under the following provisions:

23.4.1 In the event of Force Majeure continuing for fourteen (14) days as specified in **ARTICLE 28 – “FORCE MAJEURE”** and there is no expectation of improvement of the situation, then CLIENT shall be entitled to terminate this CONTRACT forthwith.

23.4.2 If at any time during the performance of this CONTRACT, there is any attempted transfer or assignment by CONTRACTOR of its rights or duties under this CONTRACT without the prior written consent of CLIENT.

CLIENT shall be entitled to terminate this CONTRACT on giving notice of termination to CONTRACTOR, such termination shall be effective on the date specified in the notice.

23.5 If CLIENT terminates any part of the CONTRACT in accordance with the **ARTICLE** herein CONTRACTOR shall execute and deliver to CLIENT the documents required by CLIENT with respect to said part of the CONTRACT.

24.6 For the part of the SERVICES terminated, the applicable provision of the CONTRACT shall continue in full force and effect as to all the SERVICES performed prior to the effective date of termination. For the remainder of the SERVICES, the CONTRACT shall remain in full force and effect.

23.7 If this CONTRACT or any portion of the SERVICES is suspended or terminated and if CLIENT so requests, CONTRACTOR shall immediately make every reasonable effort to cancel existing Sub-contracts, purchase orders or other obligations entered into by CONTRACTOR with Sub-contractors, suppliers or others for the performance of the SERVICES, upon terms satisfactory to CLIENT.

23.8 CLIENT may direct CONTRACTOR to execute and delivery to CLIENT all documents related to the CONTRACT as required by CLIENT and to take all steps

necessary to full vest in CLIENT the rights and benefits of CONTRACTOR under existing Sub-contracts or other obligations with Sub-contractors, suppliers and others. In addition, CONTRACTOR shall do whatever is necessary to preserve and protect the SERVICES already in progress, to protect materials, drawings, documents, equipment and supplies in transit or at the Work Site and to minimise all costs to CLIENT and CONTRACTOR resulting from such suspension or termination.

- 23.9 Except as provided above, in the event of termination hereunder, the Parties shall each be released and discharged from any claims by one against the other in connection with the terminated SERVICES. Neither CLIENT nor CONTRACTOR shall be liable to the other for loss of anticipated profits sustained on account of such termination.
- 23.10 If in the performance of this CONTRACT, CONTRACTOR causes the CONTRACT to be terminated, or in the event of default by CONTRACTOR, CLIENT shall have the option to thereafter enforce the Bank Guarantee and/or Performance Guarantee for completion of the SERVICES.

END OF ARTICLE

ARTICLE 24 – SUB-CONTRACTS AND ASSIGNMENT

- 24.1 CONTRACTOR shall not subcontract or assign the SERVICES or any part thereof without CLIENT's prior written approval. Sub-contract documents and selection of Sub-contractor(s) related to the SERVICES or any part thereof shall require the written approval of CLIENT prior to the award of each Sub-contract, such approval shall not be unreasonably withheld.
- 24.2 CLIENT shall have the right to disapprove, for reasonable cause, any Sub-contractor, supplier, vendor or source of supply selected by CONTRACTOR.
- 24.3 CONTRACTOR shall be fully responsible for any acts, defaults and omissions of any Sub-contractors and persons either directly or indirectly employed by Sub-contractor to the same extent as it is for the acts and omissions of persons directly or indirectly employed by CONTRACTOR.
- 24.4 CLIENT may assign this CONTRACT including all rights and obligations hereunder at any time with the prior written consent of CONTRACTOR which shall not be unreasonably withheld.
- 24.5 CONTRACTOR shall ensure that all CLIENT's right under this CONTRACT including audit rights are incorporated in all CONTRACTOR's Sub-contracts hereunder.
- 24.6 Approvals granted pursuant to this **ARTICLE** shall not release or relieve CONTRACTOR of any of its obligations under the CONTRACT or create any contractual relationship between any Sub-contractor and CLIENT.

END OF ARTICLE

ARTICLE 25 – ACCESS AND AUDIT RIGHTS

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

END OF ARTICLE



ARTICLE 26 – CHANGES

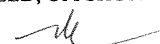
- 26.1 Changes to the SERVICES and/or CONTRACTOR Equipment may be required during the performance of SERVICES, or any extension of the CONTRACT, and should be handled expeditiously and effectively by the Parties hereto. Such changes may include, but are not limited to additions, deletions, substitutions, alterations, and modifications.
- 26.2 CLIENT shall have the right, at any time, to make any change but such change shall in no way affect the rights or obligations of the Parties hereto except as provided in a written Change Order. All provisions of the CONTRACT shall apply to all changes.
- 26.3 Except as provided in **ARTICLE 26.6** below, CONTRACTOR shall not proceed with any change prior to receipt of a Change Order, unless authorised in writing by CLIENT Contract Administrator.
- 26.4 Should CLIENT desire a change to the SERVICES and/or CONTRACTOR Equipment, it shall advise CONTRACTOR of said request. CONTRACTOR shall, upon request from CLIENT Contract Administrator, provide CLIENT within fourteen (14) days a Change Order Proposal defining the terms and conditions of the Change Order Proposal. The terms and conditions shall include, but not be limited to price, method of payment, earliest commencement date, and any other information deemed necessary.
- 26.5 When and if CLIENT approves the Change Proposal, CLIENT will issue to CONTRACTOR a written Change Order in duplicate originals in the form shown in **EXHIBIT IX – CHANGE ORDER PROPOSAL**. CONTRACTOR shall sign both duplicate originals of the Change Order to indicate its receipt, understanding and acceptance of it. After execution by CLIENT, one duplicate original will be returned to CONTRACTOR.
- 26.6 In cases of extreme urgency for which CONTRACTOR is unable to submit a firm proposal prior to commencement of SERVICES on the necessary change, CLIENT may issue a "Preliminary Change Order" to authorise CONTRACTOR to proceed with the change on the basis of an approximate written estimate prepared by CONTRACTOR. As soon as possible thereafter, CONTRACTOR shall submit a Change Order Proposal giving a firm price for the change. If the firm price quoted in the Change Order Proposal is more than that quoted in the "Preliminary Change Order", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a Change Order shall be issued as outlined in **ARTICLE 26.5**.

END OF ARTICLE

ARTICLE 27 – LIQUIDATED DAMAGES

- 27.1 If CONTRACTOR fails to complete any portion of SERVICES as per the Schedule of Work stipulated in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF SERVICES and Exhibit II – Equipment specifications**, then CLIENT shall apply liquidated damages in favour of CLIENT for such delay, in the absence of legal ground or justification, at a rate zero point one percent (0.1%) per day of delay up to eight percent (8%) of the total estimated CONTRACT Price.
- 27.2 If CONTRACTOR fails to complete the SERVICES on or before the scheduled completion date, CONTRACTOR shall be responsible for all costs related to such delay including weather downtime costs beyond the scheduled completion date in order to complete the SERVICES.
- 27.3 The reason for such delay is other than:
- (i) Force Majeure; or
 - (ii) Any delay acceptable or reimbursable by the CLIENT to CONTRACTOR under the terms and conditions of this CONTRACT; or
 - (iii) The failure of the CLIENT to perform any of the CLIENT's obligations which directly or materially affect CONTRACTOR's performance schedule as acknowledged in writing by the CLIENT,
- 27.4 The amount due to CLIENT under this **ARTICLE** shall be fixed. Such amounts shall be deducted from payments otherwise due by CLIENT to CONTRACTOR as stated in **ARTICLE 7** entitled "**INVOICING AND PAYMENT**".
- 27.5 CONTRACTOR and CLIENT hereby agree that these amounts of liquidated damages are fair and reasonable because of the difficulty of ascertaining the exact amount of damages that CLIENT may sustain by reasons of such delay in completing the SERVICES and shall be deemed to be in full and final settlement of any claims by CLIENT based on CONTRACTOR's delayed completion of SERVICES as specified above.
- 27.6 Pursuant to **ARTICLE 4.2**, only CLIENT shall have the right to determine whether CONTRACTOR shall be subjected to "Liquidated Damages" upon assessing the severity and impact of CONTRACTOR failures to complete SERVICES.
- 27.7 CLIENT shall have the right to deduct the liquidated damages amount from payments due to CONTRACTOR under this CONTRACT. The terms of this **ARTICLE 27.7** shall not be construed so as to prejudice, alter or limit CLIENT's other rights and remedies under this CONTRACT upon written notification by CLIENT to CONTRACTOR of its intent to withhold.
- 27.8 The Schedule of Work shown in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF SERVICES** shall only be adjusted if, after all options to maintain schedule have been reviewed, a change to schedule is agreed in a Change Order approved by the CLIENT.
- The conditions of this **ARTICLE 27** shall then apply to the revised Schedule of Work.

END OF ARTICLE



ARTICLE 28 – FORCE MAJEURE

- 28.1 Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation (except for the obligation to make payments) or the exercise of any right under this CONTRACT then the failure or omission of CLIENT or CONTRACTOR to perform such obligation shall not be treated as failure or omission to comply with this CONTRACT.
- 28.2 Upon the occurrence of any Force Majeure event, the Party so affected in the discharge of its obligation shall promptly give written notice of such event to the other Party. The affected Party shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as may be possible. If such occurrence results in the suspension of all or part of the SERVICES for a continuous period more than fourteen (14) days, the Parties shall meet and determine the appropriate measures to be taken. In the event the Parties do not agree, CLIENT have the right to terminate the forthwith in which case neither Party shall have any further obligation or liability hereunder.
- 28.3 The events falling within Force Majeure include acts of God or force of nature, landslide, lightning, earthquake, flood, fire, explosion, storm, tidal wave, shipwreck and perils to navigation (other than adverse sea or weather conditions), act of war (declared or undeclared) or public enemy, strike (excluding strikes, lockouts or other industrial disputes or action amongst employees of CONTRACTOR or its Sub-contractors) act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the Parties or either of them.

However, the following occurrences shall not be considered as Force Majeure:

- (a) Late delivery of CONTRACTOR Equipment caused by an oversold condition of the market, inefficiencies, lack of funds or similar occurrences; or
- (b) Late performance by CONTRACTOR and/or a Sub-contractor caused by unavailability of equipment, supervisors or labour, inefficiencies, lack of funds or similar occurrences; or
- (c) Mechanical breakdown of any item of CONTRACTOR or its Sub-contractors equipment, plant or machinery; or
- (d) Delays due to ordinary storm or inclement weather; or
- (e) Non-performance by Sub-contractors.

unless the delay arises out of a Force Majeure occurrence and is beyond both CONTRACTOR's and the Sub-contractor's control and an alternate acceptable source of services, equipment, or material is unavailable. Additionally, Force Majeure shall not include financial distress of CONTRACTOR or any Sub-contractor.

28.4 Any delay or failure in performance by either Party hereto shall not give rise to any claims for damages or loss of anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure.

END OF ARTICLE



ARTICLE 29 – CONFLICT OF INTEREST

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

END OF ARTICLE

ARTICLE 30 – WAIVERS

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

END OF ARTICLE



ARTICLE 31 – CONFIDENTIALITY

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

END OF ARTICLE

ARTICLE 32 – ARBITRATION

- 32.1 Any dispute between the Parties as to the performance of this CONTRACT or the rights or liabilities of the Parties herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably shall be settled by The Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC) in accordance with its Rules of Arbitration, before a board of three (3) arbitrators. Each of the Parties hereto shall be entitled to appoint one arbitrator and the two arbitrators shall agree on a third arbitrator. In the event agreement upon the third arbitrator cannot be reached, the third arbitrator shall be appointed by the VIAC's President. It is agreed, however, that no one who is an employee of either Party or who is in anyway financially interested in this CONTRACT shall be appointed to act as an arbitrator.
- 32.2 Such arbitration shall be held at Ho Chi Minh City, Socialist Republic of 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. The language of the Arbitration shall be in English language.
- 32.3 Notwithstanding the foregoing, the Parties may agree that any particular matter of disputes can most expeditiously be settled by an Expert. In that event, the Parties shall jointly prepare and sign a statement on the issue to be determined by the Expert before agreeing upon the identity of the Expert. The Parties shall then agree upon the identity of the Expert to determine the issue described in the said statement and the decision of the Expert on that issue shall be final and binding on the Parties without further arbitration on that issue. If the Parties cannot agree upon the identity of the Expert within fourteen (14) days after the date the last Party signs the aforesaid statement of the issue, then the dispute shall be referred to arbitration as indicated above.

END OF ARTICLE



ARTICLE 33 – COMPLIANCE WITH LAW

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

END OF ARTICLE

ARTICLE 34 – GOVERNING LAW AND LANGUAGE

- 34.1 The validity and interpretation of this CONTRACT and the legal relations of the Parties to it shall be governed by the substantive laws of Vietnam, without having regards to its conflicts of law's provisions.
- 34.2 All documents produced by CONTRACTOR in the performance of this CONTRACT as well as all written communications between CLIENT and CONTRACTOR shall be written in the English language which is hereby designated the governing language of the CONTRACT. CONTRACTOR and CLIENT may use any language within their own organisations, except that all Sub-contracts and all written communications pertaining to them shall be in English.

END OF ARTICLE



ARTICLE 35 – PATENTS AND OTHER PROPRIETARY RIGHTS

35.1 COPYRIGHT

CONTRACTOR shall promptly give notice to CLIENT if CONTRACTOR has or acquires knowledge or any copyright under which a suit for infringement could reasonably be brought because of the use by CLIENT of any designs, processes, methods or SERVICES product information incorporated or to be incorporated by CONTRACTOR in the performance of SERVICES. Following notification to CLIENT, CONTRACTOR shall not incorporate into the SERVICES these designs, processes, methods or SERVICES product information without CLIENT's prior written approval.

Where designs, processes, methods and SERVICES product information specified and used by CONTRACTOR in the accomplishment of SERVICES infringe any copyright, CONTRACTOR shall indemnify, defend and hold CLIENT and their Affiliates harmless from and against any and all claims, demands or causes of action of whatever nature and shall further agree to pay all costs, including counsel and witness fees, court costs, awards, damages and any and all expenses incurred by or assessed against CLIENT resulting from such claims, demands or causes of action.

In case the said designs, processes, methods and SERVICES product information or any part thereof is held by such a suit to constitute infringement and its use enjoined, CONTRACTOR shall at its own expense either procure for CLIENT the right to continue using the designs, processes, methods and SERVICES product information or replace the designs, processes, methods and SERVICES product information with non-infringing designs, processes, methods and SERVICES product information or modify the designs, processes, methods and SERVICES product information so as to remove the infringement. Where, however, an infringement of any copyright occurs as to design, process, method and SERVICES product information expressly specified by CLIENT, CLIENT shall indemnify and save CONTRACTOR harmless from any loss on account of claims for copyrights infringement against CONTRACTOR provided that CONTRACTOR notifies CLIENT immediately upon receiving notice of infringement.

35.2 PATENTS

In the event CONTRACTOR files a patent application in which any of the technical information provided to CONTRACTOR by CLIENT or by any subsidiary or Affiliate is disclosed, CONTRACTOR agrees to provide CLIENT with a copy of such application. If such application includes technical information of CLIENT or its Affiliates which is proprietary, CONTRACTOR shall not permit the publication in any country of a patent based on such application without CLIENT's prior written approval.

35.3 TECHNICAL INFORMATION

Title to all drawings, specifications, requisitions, calculations, and other patent documents. Design concepts, technical information prepared by CONTRACTOR or its Sub-contractors solely for the CONTRACT or any invention development by CLIENT from information received shall be vested in CLIENT and may be used by or for CLIENT, for any purposes.

END OF ARTICLE

ARTICLE 36 – ENTIRE AGREEMENT

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

END OF ARTICLE



ARTICLE 37 – NON-EXCLUSIVE AGREEMENT

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

END OF ARTICLE

ARTICLE 38 – INDEPENDENT CONTRACTOR

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

END OF ARTICLE

ARTICLE 39 – SURVIVAL OF OBLIGATIONS

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

END OF ARTICLE

ARTICLE 40 – LIMITATION OF LIABILITY

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

END OF ARTICLE



ARTICLE 41 – NOTICES

- 41.1 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 hereunder:

CLIENT :

DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED

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

Fax : (84-28) 3872 1079/1088

ATTN : Director

CONTRACTOR :

NAME : *To be specified by CONTRACTOR*
ADDRESS : “
TELEFAX : “
TELEPHONE : “
ATTENTION

- 41.2 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.

- 41.3 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.

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

END OF ARTICLE

ARTICLE 42 – TITLE

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

END OF ARTICLE



ARTICLE 43 – SEVERABILITY

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

END OF ARTICLE

SIGNATORIES

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

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

CLIENT

**For and on behalf of
DOMESTIC PETROLEUM OPERATING
BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION
CORPORATION LIMITED**

CONTRACTOR

**For and on behalf of
(CONTRACTOR'S Name)**

Name :

Designation :

Name :

Designation :



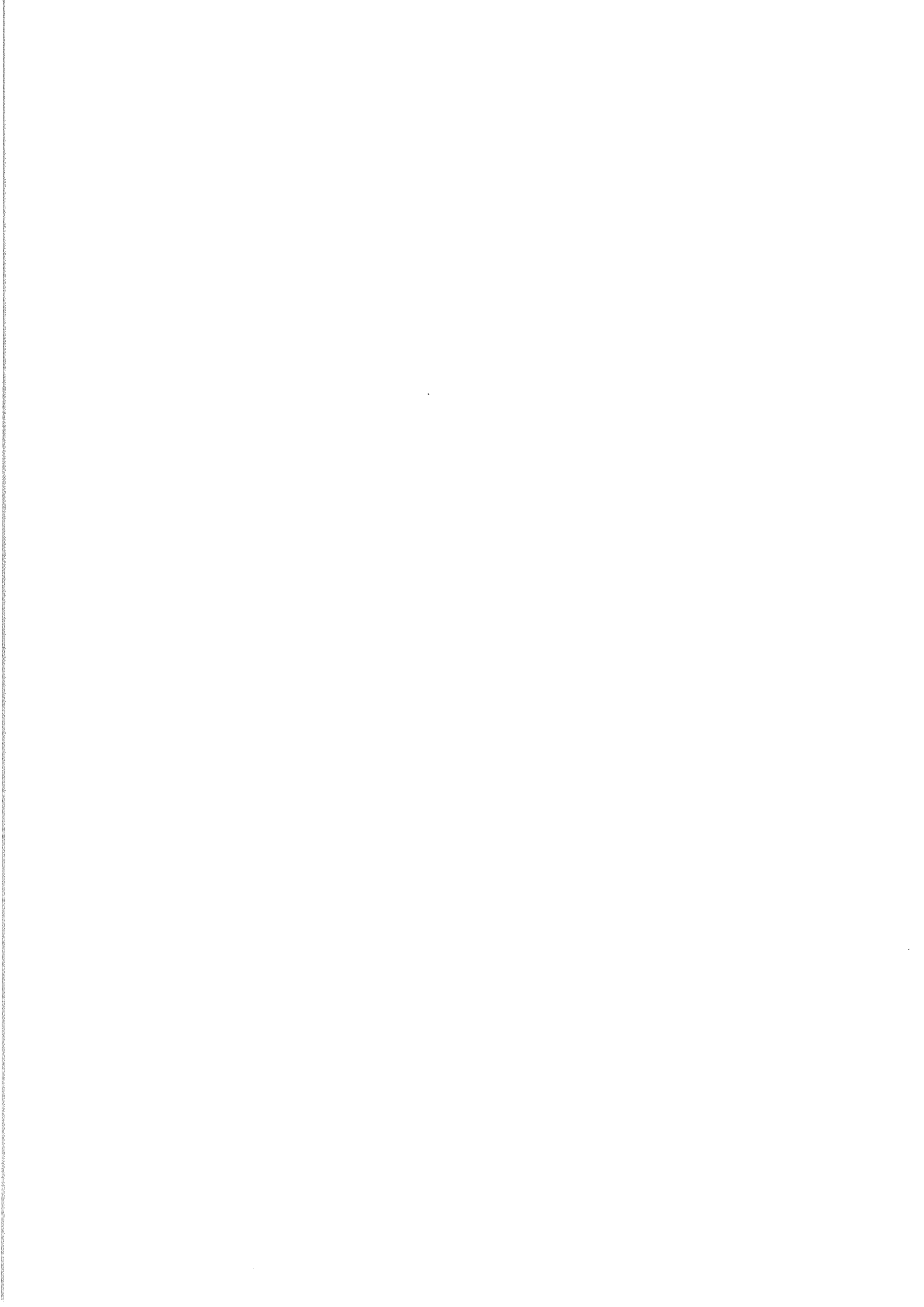


EXHIBIT I

SPECIAL PROVISIONS AND SCOPE OF WORKS

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
I-1.0	GENERAL INFORMATION
I-2.0	SPECIAL PROVISIONS
I-3.0	SCOPE OF SERVICES
I-4.0	GENERAL REQUIREMENT AND WORK CONDITIONS
I-5.0	PERSONNEL SPECIFICATIONS
I-6.0	WORK SCHEDULE
I-7.0	LEAVE
I-8.0	MEDICAL SERVICE
I-9.0	PROVISION BY CLIENT
 <u>APPENDIX</u>	
I-1	JOB DESCRIPTION FOR SENIOR P&A SUPERVISOR
I-2	JOB DESCRIPTION FOR NIGHT P&A SUPERVISOR
I-3	JOB DESCRIPTION FOR HSE SUPERVISOR



I-1.0 GENERAL INFORMATION

1. AREA OF OPERATIONS: SONG DOC WELL P&A, Offshore Vietnam
2. WELL NAME: 12 Wells
3. WELL TYPE: Production Wells (5 Dual productions + 2 Conventional production + 2 Slim hole + 3 Mono bore wells)
4. START TIME: Tentatively start P&A operation in late of December, 2025
5. ESTIMATED TIME: 66 days (18 days for Rig down HWU duration in early October + 48 days for P&A in late of December, 2025).
6. WATER DEPTH: +/-53m.
7. RIG TYPE: Jack-up Rig

I-2.0 SPECIAL PROVISIONS

I-2.1 CLIENT's Representative

CLIENT hereby appoints Drilling Manager / Deputy Drilling Manager/ HSE Manager as CLIENT's Representatives.

I-2.2 CONTRACTOR's Representative

CONTRACTOR hereby appoints <<*To be provided and specified by CONTRACTOR*>> as CONTRACTOR's Representative.

I-2.3 Point of Assignment/ Work Site

- a. CLIENT office at Ho Chi Minh City, S.R. Vietnam
- b. Offshore Vietnam
- c. Other locations to be determined by CLIENT

I-2.4 Mustering/ Embarkation Point

Southern Vietnam Helicopter Company's Helibase in Tam Thang Ward, Ho Chi Minh City or PTSC Supply Base, Rach Dua Ward, Ho Chi Minh City or anywhere else in Ho Chi Minh City (if required by CLIENT) for all CONTRACTOR's Personnel.

I-2.5 Commencement Date

The time and date when the first CONTRACTOR Personnel reports to the Point of Assignment/ Work Site as specified in **EXHIBIT I-2.3** or Mustering Point/ Embarkation Point as specified in **EXHIBIT I-2.4**.

I-2.6 Commencement of Rates

The applicable rates as defined in **EXHIBIT III** hereof shall commence on the Commencement Date.

I-3.0 SCOPE OF SERVICES

CONTRACTOR's SCOPE OF SERVICES is to implement and support CLIENT's P&A engineering, operational activities and include but not limited to the planning, detailed P&A program, supervision and management for approved P&A program.

The CONTRACTOR shall provide its qualified personnel, who are possessed of acceptable skills, care and expertise and accepted by the CLIENT in advance, to perform the following positions for the CLIENT as described in detail hereunder ("SERVICES") and ensure that the SERVICES are accomplished in compliance with contractual commitments, the CLIENT's policy, safety manual, planned P&A and current standards and practices of oil and gas industry.

CONTRACTOR is encouraged to provide personnel who have previous experience working in a multi-discipline project team, have been working in offshore/ onshore Vietnam and especially have P&A /Drilling experiences. CLIENT has the right to amend the number of personnel required for each position.

To accomplish the tasks, CONTRACTOR shall provide:

I-3.1 Suitable qualified, experienced as the "P&A or Drilling Operation Team" and complete personnel from its organization to be assigned as follows:

Position	Quantity	Required Date	Work Site
Senior P&A Supervisor (Day Supervisor)	2	Before 01 st Dec 2025 upon one-week advance notice	Jack-up Rig/ or offshore vessel/ WHP
Night P&A Supervisor (Night Supervisor)	2	Before 01 st Dec 2025 upon one-week advance notice	Jack-up Rig/ or offshore vessel/ WHP
HSE Supervisor	2	Before 01 st Dec 2025 upon one-week advance notice	Jack-up Rig/ or offshore vessel/ WHP



I-3.2 Access to CONTRACTOR's P&A engineering database i.e., well data and lessons learned from previous P&A operations.

I-4.0 GENERAL REQUIREMENT AND WORK CONDITIONS

- I-4.1 All CONTRACTOR's Personnel shall have to provide the certificates which specified in **APPENDIX I** Job Description before any mobilization strictly follow CLIENT's QAQC and HSE policy. Upon receiving an instruction from CLIENT, CONTRACTOR shall mobilize the required personnel to perform SERVICES at the designated Point of Assignment/ Work Site, as per Administration Procedures outline in **EXHIBIT II**.
- I-4.2 CLIENT reserves the right to approve or disapprove any of CONTRACTOR's proposed personnel prior to their mobilization.
- I-4.3 CONTRACTOR's Personnel shall be deployed on single status to Points of Assignments/ Work Site
- I-4.4 CONTRACTOR's Personnel assigned under this CONTRACT shall ensure that their action and conduct shall in no way detract from the integrity and image of CLIENT. As and when applicable, CLIENT shall supply uniforms to CONTRACTOR's Personnel assigned offshore. Under such circumstances, CONTRACTOR's Personnel shall wear CLIENT uniform while performing his duties to uphold the image of CLIENT.
- I-4.5 CONTRACTOR's Personnel may be required to work with other contractors who have different rules and regulations governing conduct at the Work Site. The personnel shall acquaint himself with their rules and regulations and to conduct himself accordingly.
- I-4.6 CONTRACTOR's Personnel shall have to work with personnel of various nationalities. Under this circumstance, he shall respect customs and behavior of these different nationals and refrain from derisive or scurrilous comments or actions.
- I-4.7 All CONTRACTOR's Personnel shall study and understand all applicable CLIENT specifications, codes, standards, drilling program and manuals.
- I-4.8 CONTRACTOR's Personnel are expected to perform their SERVICES to the satisfaction of CLIENT. Should they fail to meet the expected performance standard, CLIENT shall request CONTRACTOR to demobilize the personnel by giving one (1) week notice. It shall be CONTRACTOR's responsibility to find a suitable replacement candidate, to be approved by CLIENT.

- I-4.9 CONTRACTOR's Personnel must be familiar with the services that are required of them as well as the working conditions. CONTRACTOR shall ensure that its personnel have adequate knowledge of the inherent dangers and hazards of working at the Work Site(s). Offshore P&A Supervisors must be able to swim and have attended basic safety courses (Basic Offshore Safety, Sea Survival, HUET and Fire Fighting courses) as required by CLIENT.
- I-4.10 CONTRACTOR's Personnel shall be required to perform the SERVICES either at onshore or offshore locations. CONTRACTOR's Personnel will be transported to various locations by helicopter or supply vessels.
- I-4.11 CLIENT reserves the right to assign the personnel to any of the other CLIENT's facilities either onshore or offshore Vietnam, as the need arises.
- I-4.12 CLIENT may reassign CONTRACTOR's Personnel to a new Work Site location other than as originally specified.
- I-4.13 CONTRACTOR shall ensure that all CONTRACTOR's Personnel for the SERVICES have completed the requisite safety and/or skill training. Upon request of CLIENT, CONTRACTOR shall produce evidence that the personnel have undergone such training or the required refresher courses. CLIENT has the right demobilize any of CONTRACTOR's Personnel if it is discovered that the personnel have not undergone the specified training and CONTRACTOR shall replace same at no additional cost to CLIENT. CONTRACTOR must also furnish detailed P&A courses/ training attended by the proposed CONTRACTOR's Personnel.
- I-4.14 In the event that CONTRACTOR's Personnel submit or tender for resignation while still under this CONTRACT, it shall be CONTRACTOR's responsibility to find a suitable replacement at no additional cost whatsoever to CLIENT. Acceptance of such replacement candidate shall be subjected to CLIENT approval.
- I-4.15 CLIENT reserves the right to interview the candidate either by conference call or direct at the convenience time.

I-5.0 PERSONNEL SPECIFICATIONS

CONTRACTOR's Personnel shall have the qualification and experience specified in **APPENDIX I** Job Description.



I-6.0 WORK SCHEDULE

I-6.1 Category B – Offshore based personnel

- a. The offshore based CONTRACTOR's Personnel shall work on a rotational schedule of 28/28 days cycle i.e., 28 days offshore followed by 28 days rest onshore. No compensation shall be payable during such onshore leave/rest days.
- b. Offshore CONTRACTOR's Personnel on offshore leave may be required to work onshore at any of CLIENT's office on short term basis as instructed by CLIENT.
- c. Offshore CONTRACTOR's Personnel may be required to continue his assignment offshore after completion of his four-week cycle (28 days) should his relief fail to report for duty at the offshore Work Site as scheduled. However, in such event, continuous offshore assignment period shall not exceed six weeks. The same daily rate quoted in EXHIBIT III shall be payable for the additional days worked.
- d. Offshore CONTRACTOR's Personnel are to report to the office one (1) day prior to regular offshore assignment and likewise often completing the regular assignment.
- e. CLIENT reserves the right to alter the standard work schedule of CONTRACTOR's Personnel to suit operational requirements. CONTRACTOR's Personnel may at times be required to work extra hours.

I-7.0 LEAVE

CONTRACTOR's Personnel in both Category A & B shall not be entitled to any paid leave. All leave should be part of CONTRACTOR's Organization responsibility and planning. In the event that leave is taken, deduction of daily rates shall be applied equivalent to number of days of such leave.

CONTRACTOR shall find a suitable replacement candidate whenever CONTRACTOR's Personnel is foreseen to be continuous leave exceeding seven (7) days. Acceptance of such replacement candidate shall be subjected to CLIENT approval and there shall be no additional cost to be borne by CLIENT for the replacement. The rates quoted in **EXHIBIT III** shall be inclusive of this requirement.

I-8.0 MEDICAL SERVICES

CLIENT will not be responsible for the medical welfare of CONTRACTOR's Personnel. However, in cases of extreme emergency, CLIENT at its discretion shall make available to the CONTRACTOR's Personnel any medical facilities. CLIENT has available through

its own channels. All medical expenses shall be borne by CONTRACTOR as per EXHIBIT III-3.6.

I-9.0 PROVISIONS BY CLIENT

I-9.1 Office Accommodation/ Facilities

- a. CLIENT shall provide suitable office and facilities for CONTRACTOR's Personnel wherever applicable.
- b. CLIENT shall make available the following facilities to CONTRACTOR's Personnel for the performance of the SERVICES.
 - ✓ Use of CLIENT's telephones and telex/fax machine subject to CLIENT's regulations (Note: All personal calls shall be charged to CONTRACTOR Personnel).
 - ✓ Use of CLIENT's administration facilities and services
 - ✓ Use of CLIENT's copying facilities
 - ✓ Use of CLIENT's computers and printers

I-9.2 Regulation and Code of Practices

CLIENT shall furnish all relevant information available to it and shall give such assistance as shall be reasonably required by the CONTRACTOR's Personnel for carrying out their duties.

CONTRACTOR's Personnel shall perform the SERVICES in accordance to stipulated rules, regulations and accepted codes of practices.

I-9.3 Accommodation & Transportation

For onshore personnel, CLIENT shall not be responsible for the provision and cost of accommodation and transportation. CONTRACTOR shall make necessary arrangements for the accommodation and transportation for their personnel to duly perform his duties and responsibilities working for CLIENT. The CONTRACT rates are inclusive of this provision.

For offshore personnel, CLIENT shall be provided:

- a. Accommodation and messing offshore.
- b. Transportation between the designated onshore Mustering/ Embarkation Point and the offshore Work Site/ facilities.



I-9.4 **Local Travel**

When required by CLIENT, CONTRACTOR's Personnel may have to travel to CLIENT's Supply Base in Rach Dua Ward, HCM or other location for works related to the SERVICES. For such local travel, CLIENT shall reimburse CONTRACTOR's Personnel the traveling costs equivalent to the amount that a daily rate is entitled to.

APPENDIX I-1

JOB DESCRIPTION FOR SENIOR P&A SUPERVISOR (Day Supervisor)

TITLE : SENIOR P&A SUPERVISOR (Day Supervisor)
ROLE : Manage day-to-day Drilling Operations
REPORT TO : Drilling Manager/ Deputy Drilling Manager
Supervision : As Assigned

A. QUALIFICATION AND EXPERIENCE

- Preferably possess a recognized degree in Engineer or Science.
- Must have at least fifteen (15) years' experience diversified petroleum industry with minimum of 05 years' experience as a Senior P&A /Drilling Supervisor, gained through long exposure to the drilling, work-over and P&A activities on jack-up rig.
- Has experience working in Offshore and experience in P&A /Drilling operation.
- Must possess a valid well control certificate at level 4.
- Must possess a valid BOSIET and Medical Certificates.
- Had experience in SIMOP (Simultaneous operation).
- Must be fluent in English, both spoken and written. Must have a good working knowledge on personal computer and software such as Microsoft Office, etc.
- Preferably the latest job is a Senior P&A /Drilling Supervisor.
- Age between 45 to 60 years old.
- Shall in in sound physical condition and must be agile to perform his duties. Evidence in the form of medical certificate must be provided when requested.
- Must have the basic understanding of the theories and principals involved in the following diversified technical areas:
 - International Association of Drilling Contractors (IADC) broad guidelines and practices.
 - American Petroleum Institute (API) state-on-the-art broad references.
 - Various Drilling Rig and vessels design, safety specification and selection.
 - Well planning – Shallow-gas casing design.
 - Wellhead & Tubular design.
 - Drilling fluids program design.
 - Drilling Bits selection and performance.
 - Bottom hole assemblies and Downhole measurement selection.
 - Hydraulic Program.



- Well control equipment/ methods.
- Well logging equipment/ techniques.
- Cementing equipment/ pilot test/ program design.
- Fishing tools.
- Well completion equipment.
- Drilling Operations and Completion technology.
- Computer Operating System and Engineering software, etc.
- Working knowledge on areas such production testing, interpreting electric log and mud log and basic knowledge of geology is required. Basic knowledge of customs, immigration and health regulations in each area of operations is also necessary.

B. RESPONSIBILITY

- To supervise the Contractor performing the SongDoc well P&A operation safely in accordance with the approved P&A program and comply with the Vietnam P&A Regulation.
- To perform detailed technical assessment to consult technical problems that occurred during the P&A activities.
- Participate in the training the development of appropriate skills for subordinate through proper monitoring of staff strengths and weakness and to recommend the appropriate training needs.

C. DUTIES/ SCOPE OF WORK

The duties of Senior P&A Supervisor shall include but not limited to the following:

- Supervises, manages, discuss and consult to Clients and the CONTRACTORS's P&A Supervisor to perform Song Doc Wells P&A activities safely in accordance with the approved P&A program and comply with the Vietnam P&A Regulation
- Reviews all the approved P&A program, as well as the cement program, mud program and logging program, etc...
- Approves the daily P&A report from Contractor's submission and make a daily P&A report to the Client's Drilling Manager /Deputy Drilling Manager.
- Reviews and approves all the reports submitted to the Client's headquarters.
- Reports to the Drilling Manager / Deputy Drilling Manager in the office on the daily progress of the operation, emphasizes on safety, critical jobs performed, discusses on the next operation and obtains instructions and clarifications on any amendment to the program.
- Prepare the reports as required by CLIENT.

APPENDIX I-2

JOB DESCRIPTION FOR NIGHT P&A SUPERVISOR

TITLE : NIGHT P&A SUPERVISOR
ROLE : Manage day-to-day P&A Operations
REPORT TO : Senior Drilling Supervisor/ Drilling Manager/ Deputy Drilling Manager
Supervision : As Assigned

A. QUALIFICATION AND EXPERIENCE

- Preferably possess a recognized degree in Engineering or Science.
- Must have at least ten (10) years diversified petroleum industry experience gained through long exposure to the P&A /drilling, workover and P&A activities on jack-up rig.
- Must have at least three (3) years' experience as a Night P&A /Drilling Supervisor with a reputable petroleum Company.
- Preferably has experience working in Offshore Vietnam.
- Must possess a valid well control certificate at level 3 or 4.
- Must possess a valid BOSIET and Medical Certificates.
- Must be fluent in English, both spoken and written. Must have a good working knowledge on personal computer and software such as Microsoft Office, etc.
- Preferably the latest job is a P&A /Drilling Supervisor.
- Age between 40 to 60 years old.
- Shall in in sound physical condition and must be agile to perform his duties. Evidence in the form of medical certificate must be provided when requested.
- Must have the basic understanding of the theories and principals involved in the following diversified technical areas:
 - International Association of Drilling Contractors (IADC) broad guidelines and practices
 - American Petroleum Institute (API) state-on-the-art broad references
 - Various Drilling Rig and vessels design, safety specification and selection
 - Well planning – Shallow-gas casing design
 - Wellhead & Tubular design
 - Drilling fluids program design
 - Drilling Bits selection and performance



- Bottom hole assemblies and Downhole measurement selection
 - Hydraulic Program
 - Well control equipment/ methods
 - Well logging equipment/ techniques
 - Cementing equipment/ pilot test/ program design
 - Fishing tools
 - Well completion equipment
 - P&A /Drilling Operations and Completion technology
 - Computer Operating System and Engineering software, etc.
- Working knowledge on areas such production testing, interpreting electric log and mud log and basic knowledge of geology is required. Basic knowledge of customs, immigration and health regulations in each area of operations is also necessary.

B. RESPONSIBILITY

- Assist the Client Senior P&A Supervisor to supervise the Contractor performing the SongDoc well P&A operation safely in accordance with the approved P&A program and comply with the Vietnam P&A Regulation.
- Assist the Client Senior P&A Supervisor to perform detailed technical assessment to consult technical problems that occurred during the P&A activities.
- Participate in the training the development of appropriate skills for subordinate through proper monitoring of staff strengths and weakness and to recommend the appropriate training needs.

C. DUTIES/ SCOPE OF WORK

The duties of Night P&A Supervisor include but not limited to the following:

- Take in charge at night, supervises, manages and consults to Client and the CONTRACTORS's P&A Supervisor to perform Song Doc wells P&A activities safely in accordance with the approved P&A program and comply with the Vietnam P&A Regulation.
- Reviews all the approved P&A program, as well as the cement program, mud program and logging program.
- Prepare all report to be submitted to the required Team.
- Prepare all reports are required by Senior P&A Supervisor.
- Trained local or CLIENT trainees as assigned by CLIENT.



APPENDIX I-3
JOB DESCRIPTION FOR
HEALTH-SAFETY-ENVIRONMENT SUPERVISOR

SERVICE : **HEALTH-SAFETY-ENVIRONMENT SUPERVISOR**
ROLE : Manage day-to-day
REPORT TO : HSE Manager/Drilling Manager
WORK SITE : Jack-up Rig/ or offshore vessel/ WHP SDA, Song Doc Field,
Offshore, Vietnam.

A. QUALIFICATION AND EXPERIENCE

- Technical Bachelor Degree or equivalent.
- At least 12-year experience in Oil and Gas industry and 5-year experience in offshore drilling rig with proven service as an Offshore Drilling HSE Advisor/Officer/Supervisor.
- Good health for offshore work and Medical Certificate of Fitness for Offshore Work or equivalent before starting WORK of Company;
- Experience in the P&A/Drilling of oil and gas facilities particularly in Vietnam.
- Age between 30 and 45 years old.
- Knowledge of Health, Safety and Environmental Standards applicable to the industry.
- Good knowledge of IADC and OGP International Standard; IMO, SOLAS, and MARPOL, Vietnamese's HSE Regulation.
- Demonstrable knowledge and practices in HSE risk management; Permit to Work (PTW) and safety management system.
- Good knowledge of HSE equipment & PPE; fire prevention & control; safe helicopter landing procedure.
- A sound of understanding of risk assessment and safety management systems.
- Ability in HSE audit, inspection and verification
- Computer literacy in Microsoft Office programs, particularly Excel and PowerPoint
- Good communications skills. Fluent in spoken and writing English.
- Under pressure and workload

B. RESPONSIBILITY

- HSE Supervisor is responsible for coordinating with PVEP-POC's HSE Supervisor to review the PVEP-POC Health Safety and Environment Management System ensuring continuous improvement of system and processes.

- Work as a HSE Supervisor, a company HSE representative that is employed to support in HSE management on behalf of PVEP-POC for the activities on SDA WHP Field or other location as required, offshore Vietnam.
- Work rotationally offshore onboard the drilling rig/WHP-SDA to help maintaining and improving the HSE awareness and HSE performance during the drilling/completion campaign.
- Participate in emergency response drills on board the rig/vessel to ensure a high level of knowledge, participation and lessons learned.
- Support implementation of departmental HSE plan so as to achieve highest HSE performance.
- Communicate, interpret and champion the execution of the objectives and provisions of the Health, Safety and Environment (HSE) policies and Codes of Conduct and Discipline (COCD) within the working team and undertake appropriate mitigation and/or intervention programmes to safeguard business operations, high staff discipline and industrial harmony.
- Maintain HSE awareness amongst all on site:
 - Aware of the tasks being undertaken at the worksite and support the Company Man (Senior Drilling Supervisor/Drilling Supervisor) to assess the risks associated with that work.
 - Ensure that effective mitigation and controls are in place before any task takes place.
 - Ensure formal reporting of relevant statistical indicators and highlight any specific issues indicated that may imply that an aspect of HSE is especially effective or ineffective.
 - Participate in daily and monthly meetings as appropriate. Minutes of this meeting will be distributed to relevant personnel company wide.
- Promote HSE culture:
 - Consult HSE Manager in effective delivery of PVEP-POC HSE message and expectations to the rig personnel.
 - Ensure that site personnel have the right to stop the work if they believe it is not being carried out safely.
- Ensure HSE competency:
 - Assure actions related to competency in audits, inspections, drills and incident reports are satisfactorily closed.
 - Assist in assessing and assuring HSE Competency of rig personnel and its sub-contractors as and when required.
- HSE Practices:
 - Promote HSE culture with focus on risk assessment and management of change, permit to work systems, energy source isolation, prevention of



leaks, confined space entry, safe lifting operations, working at height, and dropped objects.

- Ensure action items derived from inspections, audits, incident investigations, meetings, hazard hunts or hazard observation cards are followed up and closed out in a timely manner.
- Periodically reviews HSE performance to HSE Manager.
- HSE audits/inspections: The HSE Supervisor shall conduct regular site HSE inspections/audits to ensure compliance with required site HSE standards, regulations, policy and ensure that findings are recorded and communicated and recommendations addressed.
- Participate in pre-job safety meetings, weekly safety meetings and daily conference call meeting with PVEP-POC office.
- Participate in accident / incident investigations as requested by HSE Manager and to ensure that follow-up actions are being implemented at site and such actions are reported to allow incident close-out.
- Ensure that HSE reports (daily, weekly, monthly) are prepared and delivered as required by PVEP-POC HSE Manager.

C. TRAINING AND CERTIFICATES

- OPITO BOSIET/T-BOSIET certificate.
- OPITO H2S certificate (preferable).
- Lifting Supervision (preferable).
- MEM Training.
- HSE Officer (including training required by Vietnamese government).
- Other safety training (preferable), including Rigging and Lifting, Confined Space, Risk Assessment, Manual Handling, Working at Height, Permit to Work.
- Medical fit-to-work offshore certificates (Valid within 1 year)
- NEBOSH Certificate: Firefighting training

EXHIBIT II

ADMINISTRATION PROCEDURES

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
II-1.0	ADMINISTRATION PROCEDURES
II-2.0	COMMUNICATION/ CORRESPONDENCE
II-3.0	SCOPE OF SERVICES
II-4.0	TIMESHEET
II-5.0	INVOICING PROCEDURES
II-6.0	AUTHORISATION OF LEAVE
II-7.0	SECURITY REQUIREMENT OFFSHORE
II-8.0	MEDICAL REQUIREMENT
II-9.0	CONTRACT CLOSURE

APPENDIX

II-1	PERSONNEL SERVICE TICKET
II-2	SPECIMEN FORM OF INVOICE
II-3	BILLING STATEMENT
II-3	LEAVE APPLICATION FORM
II-7	CONTRACT CLOSURE LETTER
II-5	CONTRACT CLOSURE CERTIFICATE



EXHIBIT II

ADMINISTRATION PROCEDURES

II-1.0 ADMISTRATION PROCEDURES

The administration procedures as set forth herein detail the process and procedures which CONTRACTOT shall observe.

II-2.0 COMMUNICATION/ CORRESPONDENCE

- a. The official line of communication between CLIENT and CONTRACTOR is defined in **ARTICLE 41 – “NOTICE”** in the CONTRACT.
- b. Correspondence shall be in English and shall be in writing by letter or telex or fax. Only properly directed letters and telexes will be considered to have contractual validity.
- c. All correspondences shall bear the following headings
 - Contract Number
 - Contract Title
 - Contractor reference
- d. If more than one subject or items is dealt with, then each subject or item shall be referenced (A), (B), etc. as appropriate. All correspondences shall indicate to whom copies have been sent.

II-3.0 MOBILIZATION OF PERSONNEL

Upon receipt of written request from CLIENT, CONTRACTOR shall mobilize the required personnel for the SERVICES. Only personnel with CLIENT's prior approval will be mobilized.

II-4.0 TIMESHEETS

- II-4.1 CONTRACTOR shall be responsible to provide timesheets and ensure that the timesheets are duly completed by each personnel at the end of each month. CONTRACTOR shall submit the timesheets with the Personnel Service Ticket as per format in **APPENDIX II-1**.
- II-4.2 All timesheets shall be duly verified and approved by CLIENT's Representatives.
- II-4.3 If any alternations are made, these shall be counter-initialed by CLIENT's Representatives. Erasure on timesheets are prohibited.

- II-4.4 Only timesheets bearing CLIENT Representative's signature shall be accepted by CLIENT as substantiation of an invoice.
- II-4.5 Timesheets shall be standard A4 size and prepared in one (1) original plus one (1) copy, and shall be submitted as a supporting document with the CONTRACTOR's invoice to the address stipulated in **EXHIBIT II-5.0** hereunder. Hard ball point pen shall be used to ensure a legible carbon copies.

II-5.0 INVOICING PROCEDURES

- II-5.1 Invoices for SERVICES performed shall be submitted in the invoicing format given in APPENDIX II-2 together with a copy of Billing Statement per APPENDIX II-3 for every invoice submission. The statement shall reflect the total amount previously billed, the current month billing and the total accumulative amount billed to date.
- II-5.2 Invoices shall be submitted to the following address:
- DOMESTIC PETROLEUM OPERATING BRANCH -
PETROVIETNAM EXPLORATION PRODUCTION
CORPORATION LIMITED**
15th Floor, Victory Tower
12 Tan Trao Str., Tan My Ward,
Ho Chi Minh City, S.R Vietnam
Attn.: Finance & Account Manager
- II-5.3 Invoices shall be submitted as per rates in **EXHIBIT III - CONTRACT PRICE SCHEDULE** in accordance with **ARTICLE 7** entitled "**INVOICING AND PAYMENT**" of the CONTRACT FORM.
- II-5.4 All invoices shall be prepared on CONTRACTOR's letterhead. The letterhead shall include the name of the company, current address, telephone and facsimile number.
- II-5.5 All invoices must indicate the following information but not limited to the CONTRACT title and number, invoices number and date, location (well and rig name) where SERVICES are performed.
- II-5.6 Debit invoice and Credit Invoice shall be numbered differentially to distinguish between them



- II-5.7 No payment instruction which conflict with the CONTRACT shall be shown on the invoices. If any such conflict exists, the CONTRACT shall govern.
- II-5.8 All invoices are to be submitted in two (2) copies (one original and one duplicate copy) both complete with relevant supporting documents and properly stamped to distinguish between original and duplicate.
- II-5.9 All invoices must be verified and signed by Contractor Contract's Administrator designed in **ARTICLE 18**.
- II-5.10 When invoices have been found undelivered, the CONTRACTOR shall submit certified true copies of the invoices and supporting documents duly signed by the Contractor Contract's Administrator designed in **ARTICLE 18**.
- II-5.11 All invoices are to be submitted monthly, i.e., monthly billing and separate invoices must be submitted for each particular location, i.e., each well and/or each Drilling Rig.
- II-5.12 Billing shall be supported by verifiable milestone or timesheets (for monthly rate) approved by CLIENT's Representative. All other reimbursable costs are to be supported by appropriate cost summary sheets and verified by CLIENT's Representative.

II-6.0 AUTHORISATION OF LEAVE

Onshore based CONTRACTOR Personnel, prior to going on leave (based on CONTRACTOR's planning and schedule), shall complete the leave application form as per **APENDIX II-4** and submit to CLIENT's Representative for approval. No rates shall be payable during leave days.

II-7.0 SECURITY REQUIREMENT OFFSHORE

- II-7.1 CONTRACTOR shall ensure that CONTRACTOR Personnel who work on or visit offshore Work Site shall, prior to embarking or disembarking from an office Work Site or work barge: -
- a. Procedure evidence of identification as required.
 - b. Consent to the searching of any article in their possession.
- II-7.2 Failure to comply with the above, CONTRACTOR Personnel may not be permitted passage to offshore Work Site and may be suspended from duties until such time they comply with the provision.

II-7.3 CLIENT will not make any payment for CONTRACTOR Personnel whilst they are suspended.

II-8.0 MEDICAL REQUIREMENT

II-8.1 CONTRACTOR shall provide CLIENT with a copy of current Medical Certificates of Fitness for all CONTRACTOR Personnel, upon arrival at Work Site.

II-8.2 The Certificates shall contain the following information: -

- a. Name, address and age
- b. Confirmation of medical fitness to work onshore/ offshore
- c. Name, address and signature of examining doctor
- d. Date of examination.

II-8.3 The Medical Certificate of Fitness shall have a valid of one (1) year.

II-8.4 CLIENT reserves the right to medically examine any CONTRACTOR Personnel and in the event that CLIENT decides such personnel are not fit to work onshore/offshore then they shall not be allowed passage to the Work Site.

II-9.0 CONTRACT CLOSURE

CONTRACTOR shall submit to CLIENT a “CONTRACT CLOSURE LETTER”
and
“CONTRACT CLOSURE CERTIFICATE” as per format in **APPENDIX II-5** and
APPENDIX II-6, respectively at the end of the duration of the CONTRACT.



APPENDIX II-2

SPECIMEN FORM OF INVOICE

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

CONTRACTOR
current address,
telephone and
facsimile numbers.

ATTN: Finance Manager

Contract Title:
Contract No.:

Invoice No.:
Invoice Date:

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

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

Total amount of the invoice

CONTRACTOR's Bank
and Account Number as per

Verify and sign by



APPENDIX II-3

BILL STATEMENT

BILLING STATEMENT AS OF _____

CONTRACTOR : _____ CONTRACT NO. : _____

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

APPENDIX II-4

CONTRACTOR PERSONNEL LEAVE APPLICATION FORM

CONTRACTOR : _____

CONTRACTOR PERSONNEL: _____

POINT OF ASSIGNMENT AND DURATION: _____

NO. OF DAYS LEAVE REQUESTED FROM: _____ TO _____

NEXT REPORTING DATE: _____

REQUESTED BY
CONTRACTOR

APPROVED BY
CLIENT

Name:	_____	_____
Designation:	_____	_____
Signature:	_____	_____
Date:	_____	_____
Remarks:	_____	_____



APPENDIX II-5

CONTRACT CLOSURE LETTER

CONTRACTOR : _____

CONTRACT NO. : _____

CONTRACT TITLE : _____

Dear Sir,

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

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

Yours faithfully,
For and on behalf of CLIENT.

Signature

Name

Designation

Date

APPENDIX II-6

CONTRACT CLOSURE CERTIFICATE

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

between undersigned CONTRACTOR, _____
(Name of CONTRACTOR)

and _____
(Name of CLIENT)

for _____
(Title)

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

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

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

Executed this ____ day of _____ 20____.

For and on behalf of (Name of CONTRACTOR)

Signature

Name



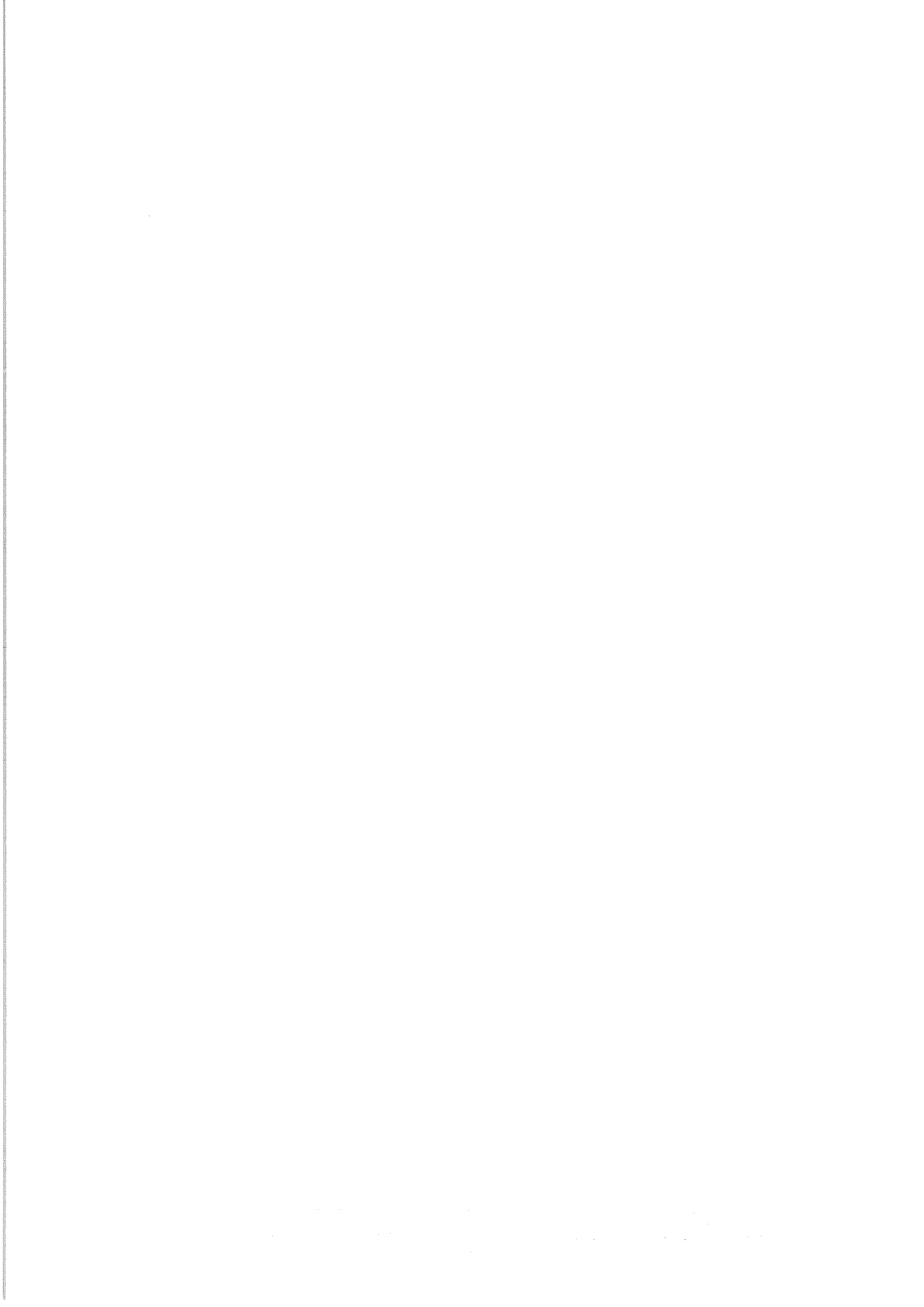


EXHIBIT III
CONTRACT PRICE SCHEDULE

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
III-1.0	GENERAL
III-2.0	LUMP SUM COST
III-3.0	DAILY RATE
III-4.0	REIMBURSABLE COST



EXHIBIT III

CONTRACT PRICE SCHEDULE

III-1.0 GENERAL

- III-1.1 The rates set forth in this **EXHIBIT III – CONTRACT PRICE SCHEDULE** shall represent full and complete compensation to CONTRACTOR **excluding** all taxes imposed by S.R. Vietnam, for providing the SERVICES required.
- III-1.2 CLIENT shall reimburse CONTRACTOR for the payment of any SERVICES not explicitly covered by this **EXHIBIT**, provided such SERVICES have been requested or approved by CLIENT in writing. All such reimbursable costs shall be supported by original invoices or other supporting documents as detailed in **EXHIBIT III-3.0**.
- III-1.3 All quoted rates shall remain firm throughout the duration of this CONTRACT.
- III-1.4 Payment terms shall be in accordance with to **ARTICLE 7** of the CONTRACT FORM.
- III-1.5 CLIENT shall have the right to audit CONTRACTOR's record of payment to its personnel and CONTRACTOR shall ensure that all records relating to the personnel are maintained to facilitate easier auditing by CLIENT.
- III-1-6 The proposed CONTRACT PRICE shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc.) or not. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.

III-2.0 LUMPSUM COST

Subject to the provision of this CONTRACT and provided that the CONTRACTOR has performed the SERVICES or any part thereof to CLIENT's satisfactory, the CLIENT agrees to compensate the CONTRACTOR the rates shown as hereunder:

Item	Personnel	Rate
1	Mob & Demob for Senior P&A Supervisor (Day Supervisor)	<< to be offered >>
2	Mob & Demob for Night P&A Supervisor (Night Supervisor)	<< to be offered >>

3	Mob & Demob for HSE Supervisor	<< to be offered>>
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III-3.0 DAILY RATE

Subject to the provision of this CONTRACT and provided that the CONTRACTOR has performed the SERVICES or any part thereof to CLIENT's satisfactory, the CLIENT agrees to compensate the CONTRACTOR the rates shown as hereunder:

Item	Personnel	Daily Rate (USD/VND)
1	Senior P&A Supervisor (Day Supervisor)	<< to be offered
2	Night P&A Supervisor (Night Supervisor)	<< to be offered
3	HSE Supervisor	<< to be offered

III-3.1 Costs included in the Lump sum Cost and Daily Rate

The Lump sum cost and Daily Rate shall be inclusive of the working:

- ✓ mobilization and demobilization costs, accommodation and transportation in Ho Chi Minh City/ Helibase in Tam Thang Ward (by chopper)/ PTSC Supply Base (by supply boat) and return, work permit, visa, levy, medical insurance, offshore allowance and other payroll benefits, and CONTRACTOR's profit and overhead.

III-3.1 Transfer of Location

Nil.

III-3.2 Offshore Assignment

Personnel is assigned to work at offshore as requested by CLIENT.

III-3.3 Leave

- a. No rates shall be payable when CONTRACTOR's Personnel is on leave.
- b. All cost incurred by CONTRACTOR's Personnel while on leave shall be borne by CONTRACTOR.

III-3.4 Medical

- a. All medical expenses shall be borne by CONTRACTOR.
- b. No rates shall be payable when CONTRACTOR's Personnel is on medical leave.
- c. Pursuant to **EXHIBIT I-8.0**, cost of medical facilities provided by CLIENT, if any, shall be deducted from any payment due to CONTRACTOR.

III-3.5 **Accommodation and Transportation**

- a. CLIENT shall provide accommodation and meal for the personnel while working offshore.
- b. CLIENT shall provide transportation to CONTRACTOR's Personnel between Mustering/Embarkation Point and Work Site Offshore Vietnam.

III-3.6 **Onshore Office Assignment**

- a. Personnel may be required to work onshore at any of CLIENT's office on short term basis during his offshore leave without any extra cost.

III-4.0 REIMBURSABLE COST

III-4.1 Payment of any SERVICES requested by CLIENT but not explicitly under this EXHIBIT, CONTRACTOR shall be reimbursed for reasonable actual cost incurred.

III-4.2 Reimbursable Costs shall be paid for SERVICES based on the following conditions:

- a. CLIENT's request for CONTRACTOR's Personnel to perform the work.
- b. CLIENT will only pay actual net cost incurred and any mark-up will not be considered.
- c. The reimbursable costs shall be supported by original third party invoices and/or other supporting documents.
- d. CONTRACTOR shall take advantage of any discounts available and also to make every effort to minimize the expenditures associated with the performance of such services.

III-4.3 Reimbursement shall be limited to actual net cost as specified below:

III-4.3.1 **Travelling Cost**

- ✓ Economy Class based on the most direct route between the Point of Origin and the Point of Assignment or from any point of departure to the point of arrival.
- ✓ CONTRACTOR shall make every effort to take advantage of discounted Economy airfares.
- ✓ For verification purposes, CONTRACTOR shall provide a copy of paid travel agent invoice and the used ticket.
- ✓ All other transportation costs shall be reimbursed based on equivalent taxi fare.

III-4.3.2 **Hotel/ Accommodation**

- ✓ Single Standard rate at hotels (3 stars) approved by CLIENT.
- ✓ Reimbursement shall be on the actual documented cost as per receipt or un-receipted lodging allowance based on 50% of the average approved hotel rates.

III-4.33 **Meal & Misc Allowance**

- ✓ Meal Allowance shall be as per CLIENT's Entitlement and miscellaneous allowance at 10% of actual approved hotel rate or the un-receipted lodging allowance.





EXHIBIT IV

BANK GUARANTEE FORMAT

(Bank Letterhead)

BANK GUARANTEE FORMAT

To : **DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**, a company organized and existing under the Laws of S.R Vietnam and having its registered address at 15th Floor, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R. Vietnam, (hereinafter referred to as "CLIENT")

WHEREAS : (1) By an agreement for the

(hereinafter referred to as the "CONTRACT") between

(hereinafter called the "CONTRACTOR") of the one part and CLIENT of the other part, the CONTRACTOR agrees to perform the WORK in accordance with the CONTRACT.

(2) In response to the request made by CONTRACTOR, we (Name of Banker :) _____

(hereinafter called the "GUARANTOR") hereby irrevocably and unconditionally guarantee the sum of *ten percent (10%) of the CONTRACT Value* in favour 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 the CONTRACTOR or any other third party.

(3) The GUARANTOR shall not be discharged or released from this Guarantee by any agreement made between the CONTRACTOR and CLIENT and/or any other CONTRACTOR with or without the consent of the GUARANTOR or by any alteration in the obligations undertaken by the CONTRACTOR or by any forbearance whether as to payment, time, performances or otherwise, or by any change in name or constitution of CLIENT or the CONTRACTOR.



- (4) This Guarantee is a continuing security and accordingly shall remain valid until 30 days after the end of the duration of the CONTRACT and any extension thereto.
- (5) The 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, the GUARANTOR does hereby agree to be governed by the Laws of England. Any disputes relating to this GUARANTEE which cannot be settled amicably, to be resolved by a single arbitrator to be agreed by the CLIENT and GUARANTOR in accordance with the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC)

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 :

EXHIBIT V

PERFORMANCE GUARANTEE FORMAT

(Company Letterhead)

PERFORMANCE GUARANTEE FORMAT

(In Principal's Company Letterhead)

Date :.....

To : **DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**
15th Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City,
S.R. Vietnam (hereinafter referred to as "CLIENT")

Dear Sir,

PERFORMANCE GUARANTEE FOR
CONTRACT NO.:
TITLE:

1. We _____ a company duly registered under the laws of _____ with a principal business address at _____ ("the GUARANTOR") do hereby enter into the following undertaking with ("CLIENT"):
- (a) That in consideration for CLIENT entering into the CONTRACT for the _____ ("the CONTRACT") dated _____ day of _____ 20__, with _____ ("CONTRACTOR"), CONTRACTOR shall perform all his obligations contained in the CONTRACT and all Change Orders thereunder and 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 the GUARANTOR assumes the obligations of CONTRACTOR under the CONTRACT as provided in Paragraph 1 above, the GUARANTOR shall be entitled to all of the rights and benefits to which CONTRACTOR is entitled under the CONTRACT.
3. For the purpose of this GUARANTEE only, the 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 the CLIENT and GUARANTOR in accordance with the Ho Chi Minh Regional Centre of Arbitration.
4. This GUARANTEE shall be effective as of the _____ day of _____ 20__.

IN WITNESS WHEREOF, THE GUARANTOR has caused this GUARANTEE to be duly executed by an authorised representatives of the GUARANTOR this ___ day of _____ 20__.

GUARANTOR

for and on behalf of

Name :
Designation :
Witness :

EXHIBIT VI

HEALTH, SAFETY AND REQUIREMENT

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
VI-1.0	SAFETY POLICY & PROGRAM
VI-2.0	ACCIDENT REPORTING & INVESTIGATION
VI-3.0	ALCOHOL/DRUG POLICY
VI-4.0	PERMIT TO WORK SYSTEM
VI-5.0	SAFETY TRAINING & SUPERVISION
VI-6.0	PERSONNEL PROTECTIVE EQUIPMENT
VI-7.0	SAFETY DRILL
VI-8.0	SAFETY MEETING
VI-9.0	MEDICAL WELFARE
VI-10.0	TOOL & EQUIPMENT
VI-11.0	HOUSEKEEPING
VI-12.0	ENVIRONMENTAL PROTECTION
VI-13.0	LAND TRANSPORTATION
VI-14.0	OFFSHORE SAFETY PASSPORT
VI-15.0	TYPICAL HAZARDS
 <u>APPENDIX</u>	
VI-1	APPROVED PERSONNEL PROTECTIVE EQUIPMENT
VI-2	TRAINING/CERTIFICATION REQUIREMENTS
VI-3	APPROVED SAFETY TRAINING INSTITUTIONS
VI-4	MONTHLY SAFETY STATISTICS REPORT
VI-5	LIST OF TYPICAL HAZARDS




EXHIBIT VI

HEALTH, SAFETY AND REQUIREMENT

This **EXHIBIT** provides a reference to requirements HSE Management System applicable to the **CONTRACT**. The list is by no means definitive and the **CLIENT** Safety Manual together with other policies, procedures and special instructions, shall also apply to this **CONTRACT**.

When this **EXHIBIT** and its **APPENDICES** refers to the **CONTRACTOR** and the **CONTRACTOR's** Personnel, this shall also be taken to refer to subcontractors of the **CONTRACTOR** and the Subcontractor's Personnel.

VI-1.0 **HSE POLICY & PROGRAM**

CONTRACTOR shall have in place, prior to the commencement of this **CONTRACT**, a written policy on Safety, Health and Environment. This policy shall be of a standard comparable to **CLIENT's** policy and shall be actively supported and endorsed by **CONTRACTOR's** Management. A copy to be submitted to **CLIENT** prior to the commencement of the operation.

In addition, **CONTRACTOR** shall also have safety targets and objectives, paying particular attention to accident prevention, written action plans clearly indicating how safety objectives shall be achieved and a system to appraise risk and problem areas to ensure that the overall safety program is being carried out and complied with.

CONTRACTOR shall prepare the COVID-19 Preparedness & Response Plan and must cover all issues and cost related to the Covid-19 throughout the duration of contract. This Plan has been established for the Bids and contract in accordance with National Steering Committee for Prevention and Control of Covid-19 and **CLIENT's** Guideline. Prior to performing Bids or contract, Contractor send The COVID19 Preparedness & Response Plan to **CLIENT** for reviewing and approving if required. Moreover, in the event that there is mandatory quarantine requirement from the government of Vietnam during the performance period of the contract, no **CONTRACTOR's** personnel and/or equipment rates during such mandatory quarantine period shall be applied and **CONTRACTOR** shall pay for meal & accommodation, appointed by the authority, & testing in Vietnam. If any of **CONTRACTOR's** personnel is concluded infected to the aforesaid virus and/or disease, **CONTRACTOR** shall immediately send replacement and bear all the related cost including but not be limited to **CONTRACTOR's** personnel & equipment time waiting for such personnel substitute, mob/demob cost, meal & accommodation and testing and medical treatment cost of the infected personnel.

CONTRACTOR shall submit the Monthly Safety Statistics Report as per format shown in **APPENDIX VI-2**.

VI-2.0 **ACCIDENT REPORTING & INVESTIGATION**

VII-2.1 Accident is defined as any unintentional or unplanned event or condition which has or could have resulted in injury to a person, loss or damage to equipment, plant or property, or pollute to environment.

VII-2.2 CLIENT requires that all accidents, no matter how trivial, must be reported to the CLIENT Representative. CONTRACTOR shall ensure that its employees are aware of this mandatory requirement.

CONTRACTOR shall be responsible to investigate, in a professional manner, all accidents that occur during the performance of the WORKS. The investigation report shall be made available to CLIENT when requested. CONTRACTOR shall also be responsible for assisting CLIENT in accident investigations, if so required.

VI-3.0 **ALCOHOL/DRUG POLICY**

VI-3.1 CONTRACTOR ensures that its employees, agents and subcontractors shall not perform any WORKS for CLIENT while under the influence of alcohol or any controlled substance. CONTRACTOR, its employees, agents, and subcontractors shall not misuse legitimate drugs or possess, use, distribute, or sell illicit or un-prescribed controlled substances or drugs on CLIENT business or premises. CONTRACTOR shall adopt and enforce WORKS rules and policies in order to assure compliance with these obligations.

VI-3.2 CLIENT reserves the right to conduct alcohol and/or drug tests on the CONTRACTOR employees, agents, or subcontractors while on premises owned or controlled by CLIENT's where reasonable cause exists.

CLIENT also reserves the right to conduct searches for possession of drugs and/or alcohol on the person, vehicles, and other property of CONTRACTOR, its employees, agents or subcontractors while on premises owned or controlled by CLIENT. Any person who refuses to cooperate with any such search shall be removed from the premises and not permitted to return.

VI-3.3 CONTRACTOR shall require its employees, agents and subcontractor to submit to medical evaluation or alcohol or drug testing where cause exists to suspect alcohol or drug use.

VI-3.4 CONTRACTOR warrants that any employee, agent or subcontractor who either: (1) refuses to participate in medical evaluation or alcohol or drug tests, or (2) tests positive for alcohol or a controlled substance, shall be removed from the premises and not be permitted to perform any WORKS for CLIENT.



VI-4.0 PERMIT-TO-WORK SYSTEM

All WORKS carried out by CONTRACTOR's Personnel must be in accordance with the CONTRACTOR "Permit-To-Work System".

VI-4.1 Hot-Work

All Hot-Work must be carried out in strict compliance accordance with the CONTRACTOR's "Permit-To-Work System" and attention must be given to the following:

- VI-4.1.1 Only trained, competent personnel shall be engaged for any Hot-Work.
- VI-4.1.2 The personnel carrying out the WORKS must have a copy of the authorized Hot-Work permit displayed at the Work Site(s) or Work Area. This permit shall clearly state the nature of the WORKS to be carried out, safety precautions to be taken regarding fire equipment, personal protective equipment, etc, and necessary tests for the presence of combustible gases.
- VI-4.1.3 The CONTRACTOR, in accordance with the "Permit-To-Work System" shall dedicate a trained fire-watcher to the personnel performing the WORKS. The duties of the fire-watcher are as follows (if applicable):
- 1) To ensure that the Work Site(s) or Work Area and adjacent areas are maintained in a safe condition (e.g., sparks are not falling onto unprotected area).
 - 2) To warn the workers of any hazard developing in the Work Site(s) or Work Area.
 - 3) To isolate the equipment in the event of an emergency.
 - 4) To quickly extinguish any smouldering material which may develop into a fire.
 - 5) To be able to establish contact with the Control Room if an emergency occurs.
 - 6) To ensure that a minimum of one dry chemical fire extinguisher, one pressurized fire hose, and a fire blanket are available at the Work Site(s) or Work Area and be capable of using this equipment if required to do so.

- 7) To ensure that the Work Site(s) or Work Area is clear of all flammable and combustible material prior to commencement of WORKS.

VI-5.0 **SAFETY TRAINING & SUPERVISION**

Prior to the commencement of the WORKS, CONTRACTOR shall at its own expense ensure that its personnel have been given the necessary basic safety, fire-fighting, sea- survival, and job related training required by law and CLIENT. Certification of training shall be provided to CLIENT prior to the commencement of WORKS.

VI-6.0 **PERSONAL PROTECTIVE EQUIPMENT**

VI-6.1 CONTRACTOR shall at its own expense be responsible for providing its personnel with CLIENT approved Personal Protective Equipment suitable for the task being carried out.

VI-6.2 CONTRACTOR shall ensure that its personnel and/or other personnel assigned by the CONTRACTOR to the performance of the WORKS wear the following minimum Personal Protective Equipment when engaged in WORKS or when in an on-site area where such equipment is required:

- 1) Coveralls,
- 2) Safety footwear with steel toe cap and steel mid sole,
- 3) Safety helmet, and
- 4) Safety glasses.

VI-6.3 Other Personal Protective Equipment that is required, depending on the nature of the job to be carried out and the likely hazards encountered in certain WORKS environments, including:

- 1) Ear muff/plugs,
- 2) Gloves,
- 3) Face shield/visor,
- 4) Respiratory protection, and
- 5) Fall protection.

VI-6.4 CONTRACTOR must ensure that the standard Personal Protection Equipment such as gloves, apron and respiratory protection equipment issued to its personnel complies with the recommendations contained in the manufacturer's "Material Safety Data Sheet" for the product.



NOTE: In some circumstances this may require the wearing of self-contained or air-line breathing apparatus and the CONTRACTOR must ensure that these employees are thoroughly familiar with all types of respiratory protection.

VI-6.5 A list of CLIENT Approved Personal Protective Equipment is contained in **APPENDIX VI-1**.

VI-7.0 **SAFETY DRILL**

VI-7.1 The CONTRACTOR shall ensure that its personnel are thoroughly familiar with all site alarms, their muster station and, where applicable, the location of their lifeboat.

VI-7.2 CONTRACTOR's Personnel should rapidly acquire a thorough knowledge of site escape routes including alternative routes if the primary route happens to be blocked.

VI-7.3 The employees, servants or agents of the CONTRACTOR when working offshore or onshore shall participate in appropriate emergency drills and emergency response training (e.g., fire, muster and boat drills, instructions in survival, life saving, and fire fighting).

VI-8.0 **SAFETY MEETINGS**

The CONTRACTOR's Personnel shall, from time to time, be requested to attend CLIENT safety meetings. Attendance at these meetings is mandatory and does not relieve the CONTRACTOR of the obligation to hold its own safety meetings as outlined in CONTRACTOR's safety policy.

VI-9.0 **MEDICAL WELFARE**

VI-9.1 CONTRACTOR shall ensure that all its employees and Subcontractor's employees engaged in the WORKS are medically fit and healthy. Any medical disabilities, including such disabilities which CONTRACTOR may consider will not adversely influence the employee's ability to perform his role in the WORKS, shall be reported to CLIENT prior to the start of the WORKS. **CONTRACTOR, if requested by CLIENT, shall provide medical certificates for CONTRACTOR and Sub-contractor personnel.**

VI-9.2 CONTRACTOR shall, at no cost to CLIENT, be responsible for the medical welfare of its own and Subcontractor's employees and shall take care of arrangements for medical attendance, treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies. In cases of emergency, CLIENT may make or provide for, the necessary emergency arrangements, the costs of which shall be reimbursed to CLIENT by CONTRACTOR.

VI-10.0 TOOLS & EQUIPMENT

Equipment and tools shall only be operated by competent personnel.

CONTRACTOR shall ensure that all CONTRACTOR's machinery, equipment, facilities, and other items associated with or utilized in the WORKS are maintained in a safe, sound and proper condition, and comply with laws, regulations, and CLIENT requirement.

CONTRACTOR shall ensure that all tools and equipment and temporary facilities and other items used in the WORKS, whether purchased, rented or otherwise provided by CONTRACTOR are in a safe, sound and good condition and are capable of performing the function for which they are intended.

If any tool or item of equipment provided by CONTRACTOR is unsafe or incapable of doing the WORKS, CONTRACTOR shall repair and/or replace such defective tools and equipment used in the WORKS at CONTRACTOR's own expense.

VI-10.1 DIESEL ENGINE DRIVEN PUMPS, COMPRESSORS, WELDING SET, ETC.

VI-10.1.1 Diesel engine driven pumps, compressors, welding sets, and any other diesel engine driven equipment must be located in a safe area.

VI-10.1.2 Any such equipment must be well maintained and in good operational order and prior to use should be inspected by CLIENT Representative.

VI-10.1.3 If the equipment is to be used offshore, it shall be inspected prior to shipment to the offshore site.

VI-10.1.4 If such equipment is to be used in a hazardous area classified as a Zone 1 or 2 area, the equipment must comply fully with EEMUA 107 requirements (Recommendations For The Protection Of Diesel Engines Operating in Hazardous Areas). The said requirements were formerly contained in an Oil Companies Materials Association (OCMA) publication.

VI-10.2 ELECTRICALLY POWERED PORTABLE TOOLS AND EQUIPMENT

VI-10.2.1 Only trained and competent personnel shall use portable electrically powered tools and equipment.

VI-10.2.2 Electrically powered portable tools and equipment shall be 110 volts centre-tapped or 240 volt tools subject to the following conditions:

- 1) they shall be double insulated, and
- 2) the power source shall be equipped with an earth leakage circuit breaker/ ground fault interrupter (ELCB/GFI) with a trip sensitivity not exceeding ten milli-amps (10mA).

VI-10.2.3 A written procedure for checking and maintaining portable electrically powered hand tools and equipment shall be in place. Any defective electrical tool and equipment shall be immediately prohibited from further use until it has been satisfactorily repaired. Defective items which are no longer serviceable shall be removed from storage or use and scrapped. CONTRACTOR shall maintain accurate records regarding the maintenance and disposal of such equipment. The CONTRACTOR shall appoint a person(s) to be responsible for such maintenance.

VI-10.3 **HANDTOOLS**

VI-10.3.1 CONTRACTOR shall ensure that all tools supplied are in good condition and fit for their intended use.

VI-10.3.2 Damaged tools which are unfit for use must be removed from service immediately and if they cannot be repaired, they must be scrapped.

VI-10.3.3 CONTRACTOR's employees must be fully instructed regarding the use of the correct tool for a particular job, (e.g. The use of a cheater bar or piece of pipe to increase the length of a pipe wrench handle is totally unacceptable. A larger pipe wrench must be used).

VI-11.0 **HOUSEKEEPING**

VI-11.1 CONTRACTOR shall ensure that its personnel keep and maintain good housekeeping practices at the Work Site to eliminate all hazards or control hazardous conditions in order to avoid injury to workers throughout the duration of the WORKS. CONTRACTOR shall know what the hazards are and how to guard against the hazards, the kind of which shall include unsafe acts and unsafe conditions.

VI-11.2 In order to reduce the risk of fire, waste materials and garbage shall not be allowed to accumulate and as a minimum, must be disposed of on a daily basis and in an appropriate manner.

VI-11.3 In order to minimize site hazards (such as trips, slips, falls, etc.), access ways must be kept clear of electrical cables, wires, metal pipes, scaffold boards and other materials and equipment.

VI-11.4 All gaps such as that caused by the removal of gratings must be adequately roped off and the grating stored so that it does not become an "obstruction and trip hazard".

VI-12.0 **ENVIRONMENTAL PROTECTION**

VI-12.1 CONTRACTOR shall pay due regard to the environment by acting to protect air, water, animal and plant life from adverse effects of CONTRACTOR's activities, and to minimize any adverse effects which may arise from such operations in accordance with government and CLIENT environmental policies.

VI-12.2 CONTRACTOR shall adhere to existing national statutory regulations concerning discharges resulting from the performance of the WORKS.

VI-12.3 CONTRACTOR and its Sub-contractors shall not, under any circumstances dump, throw or dispose of any refuse, oily wastes, toxic substance, debris or garbage into the sea. CONTRACTOR shall provide containers in which all refuse is to be placed and shall dispose of such refuse in accordance with existing laws and regulations.

VI-12.4 CONTRACTOR shall ensure that its employees and its Subcontractors, and their employees are fully aware of the above and CONTRACTOR shall enforce such regulations to the satisfaction of CLIENT.

VI-13.0 **LAND TRANSPORTATION**

VI-13.1 CONTRACTOR's Personnel travelling to and from onshore work site(s) shall use proper and safe means of transport.

VI-13.2 Such transport shall comply with the Vietnamese traffic rules and regulations.

VI-13.3 Transportation of the CONTRACTOR's personnel in open trucks is prohibited unless the truck is fitted with seats and certified to carry passengers. All speed limits must be adhered to.

VI-14.0 **TYPICAL HAZARDS**

VI-14.1 CONTRACTOR is required to provide the tools and equipment as well as written procedure to ensure all hazards listed in **APPENDIX VI-3** are addressed.

VI-14.2 CONTRACTOR is required to develop an action plan (or written procedure) for each mentioned hazard (where and as and when applicable) prior to commencing the WORKS.



APPENDIX VI-1

APPROVED PERSONAL PROTECTIVE EQUIPMENT

1.0 **SAFETY SPECTACLES**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
KING OR EQUIVALENT		ANSI Z78.1

2.0 **SAFETY BOOTS**

2.1 **FOR GENERAL USE**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
KRUSHERS OR EQUIVALENT		AS/NZS 2210.3: 2000 ASTM F2413-05 EN 345-1

2.2 **FOR CHEMICAL USE**

RUBBER BOOT - VIETNAM

3.0 **COVERALL**

FRABRIC 100% COTTON

4.0 **HAND PROTECTION**

4.1 IMPACT GLOVES

4.2 WOOL GLOVES WITH PLASTIC DOT

4.3 WELDER GLOVES

COW-HIDE, COLOR REUST, DELUXE, COTTON LINING

5.0 **HEARING PROTECTION**

5.1 EAR MUFFS MOUNTED ON SAFETY HELMETS

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
PROTECTOR OR EQUIVALENT	CLASS 5	ANSI S3.19-1974/CSA Z94.2

5.2 EAR PLUGS
3M EAR PLUGS 1110

6.0 HEAD PROTECTION

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
BULLARD OR EQUIVALENT	CLASS E, TYPE I	ANSI/ISEA Z89.1-2009

7.0 EYE/FACE PROTECTION

7.1 CHEMICAL SPLASH GOGGLES

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
CONDOR OR EQUIVALENT	1VT70	

7.2 FACE SHIELD

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
MSA OR EQUIVALENT	488126	ANSI Z87

7.3 WELDERS GOGGLES

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
GRAINGER OR EQUIVALENT	PN 1UYF9	

8.0 OTHERS

8.1 SAFETY HARNESS/LIFEBELT

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
SALA OR EQUIVALENT	1107802	ANSI Z359.1 ANSI Z359.3 ANZI Z359.4

8.2 **DUST MASK (DISPENSABLE)**

VIETNAM

8.3 **RAIN WEAR**

VIETNAM

8.4 **WELDERS APRON**

ANSELL OR EQUIVALENT

8.5 **CHEMICAL - HANDLING APRON**

ANSELL OR EQUIVALENT

8.6 **WORK VEST**

STEARNS OR EQUIVALENT
(TYPE V)

I223

US COAT GUARD
APPROVED

APPENDIX VI-2

APPROVED SAFETY TRAINING INSTITUTIONS

	<u>Name of Institution</u>	<u>Courses</u>
1.	Sri Bima Maritime Training Centre, Miri, Sarawak	o Sea Survival & Fire Training.
2.	Terengganu Safety Training Centre (TSTC), Teluk Kalong Kemaman, Terengganu	o Safety & Sea Survival Fire Training HUET
3.	Kerteh Fire Services East Coast Regional Office PETRONAS Kerteh, Terengganu	o Fire Training
4.	Robert Gordon Institute of Technology (RGIT) Aberdeen, Scotland	o Sea Survival & Fire Training. HUET
5.	Petroleum Training Assoc. North Sea (PETANS) Lowestoft, England	o Sea Survival & Safety HUET
6.	Maritime Training Centre (MTC) Vlissingen, Holland	o Sea Survival & Safety o HUET
7.	Rotterdam International Safety Centre (RISC), Holland	o Fire Training
8.	Industrial Foundation For Accident Prevention Woodside Offshore Petroleum Perth, Australia	o Sea Survival, Fire o Training & Safety o HUET
9.	Alert Disaster Control (Asia)	o Safety and Sea Singapore o Survival. Fire Training.



- | | | | |
|-----|---|---|--|
| 10. | Petrovietnam Safety Training Centre
HCM, Vietnam | o | Safety and Sea Survival
Fire Training
o HUET
o HUET |
| 11. | PVD Training
HCM, Vietnam | o | Safety and Sea Survival
Fire Training. |

NOTE: In certain cases it may not be practical to send personnel to some of the above training establishments due to the logistical problem. However, a number of the above establishments can be contracted to train CONTRACTOR's Personnel at the Work Site(s).

LIST OF APPROVED MEDICAL EXAMINERS

1. SOS International Centre
65 Nguyen Du, Sai Gon Ward, HCMC, Vietnam.
2. Columbia Saigon Clinic
08 Alexandre de Rhodes, Sai Gon Ward, HCMC, Vietnam
3. VSP Medical Centre
Vietsovetro Clinic
5 Area, Tam Thang Ward, Vung Tau City
4. Victoria Health Care
79 Dien Bien Phu, Sai Gon Ward, HCMC, Vietnam
5. Le loi Hopital
22 Le Loi Street, Vung Tau City (former)

APPENDIX VI-3

MONTHLY SAFETY STATISTICS REPORT

**TO: DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**
15th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City,
S.R. Vietnam

ATTN : DRILING MANAGER

MONTH : _____ CONTRACT NO. _____
CONTRACTOR : _____ WORK AREA : _____

No.	Description	Units	Area
1	Total Man-hours worked (including contractor man-hours)	hrs	
2	Days without LTI	day	
Lost Time Injury			
3	Fatality (FT)	case	
4	Permanent Total/Partial Disability (PTPD)	case	
5	Lost Workday Case (LWDC)	case	
Non-Lost Time Injury			
6	Restricted Workday Case (RWDC)	case	
7	Medical Treatment Case (MTC)	case	
8	First Aid Case (FAC)	case	
HSE indicators			
9	Lost Time Injury Frequency (LTIF) <i>=(total LTI cases) x 1,000,000 / (total man-hours)</i>	case per 1,000,000 man-hrs worked	
10	Total Recordable Injury Frequency (TRIF) <i>=(Total Recordable Injuries) x 1,000,000 / (total man-hrs)</i>	TRI per 1,000,000 man-hrs worked	
11	Days lost for LWDC	days	
12	Severity of LWDC <i>=(Total lost days for LWDC) / (total LWDC)</i>	days/case	

Non-Injurious incident			
13	Fire / Explosion incident	case	
14	Property Damage incident (PD)	case	
15	Hydrocarbon Release Incident	case	
16	Chemical spill incident	case	
17	Oil Spill to environment	case	
18	Occupational Illness (OI)	case	
19	Other Non-Injurious incident (See Definition below)	case	
HSE performance efforts			
20	Near-Miss Report	ea	
21	Safety observation reports	ea	
22	Emergency Drills/Exercises	ea	
23	Permit-To-Work	ea	
24	Audits and inspections	ea	
25	Safety meetings (including tool-box talks)	ea	
26	Job risk assessments (JSA, STING, TRA...)	ea	
Environmental report			
27	Hazardous waste	Kg	
28	Non-Hazardous waste	Kg	
29	Produced water discharge	m3	
Others			
30	Cost of incidents burdened by PVEP POC	USD	
31	Shutdown (incident)	case	
32	Downtime due to HSE incident	hrs	

SIGNATURE : _____ DATE : _____

NAME : _____ DESIGNATION : _____



DEFINITION OF ACCIDENT TYPE

1. LOST TIME INJURY (LTI)

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

i) **Fatality**

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

ii) **Permanent Total Disability**

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

iii) **Permanent Partial Disability**

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

iv) **Lost Workday Case**

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

2. NON LOST TIME INJURY (NLTI)

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

i) **Restricted Work Case**

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

ii) **Medical Treatment Case**

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

iii) **First Aid Injury**

A work related injury or illness which requires minor treatment or subsequent observation of minor scratches, cuts, burns, splinters and so forth which do not ordinarily require medical care even though such treatment is provided by a physician or registered professional personnel, and the injured is able to resume his normal job function immediately after treatment.

3. **FIRE/EXPLOSION**

Any event involving fire/ explosion.

4. **PROPERTY LOSS/ DAMAGE**

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

5. **OIL SPILL**

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

6. **NEAR MISS**

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

7. **STOP CARD (Safety Observation Card)**

Any Safe/Unsafe Act/Unsafe Condition that are reported on STOP Cards. Count each card as one effort

8. **OTHERS**

Any Incident/Accident is not above-mentioned

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

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



APPENDIX VI-4

TYPICAL HSE HAZARD

HEALTH	SAFETY	ENVIRONMENT
<p>Hazardous Materials</p> <ul style="list-style-type: none"> • Sulphuric Acid • Caustic Soda • TENORM (Technologically Enhanced Naturally Occurring Radioactive Material) • Hydrogen Sulphide • Chlorine • Nitrogen • Solvent Fumes • Mercury <p>Asphyxiation</p> <ul style="list-style-type: none"> • Nitrogen • Oxygen Deficiency <p>Radiological</p> <ul style="list-style-type: none"> • Instrumentation • Inspection • TENORM (Technologically Enhanced Naturally Occurring Radioactive Material) <p>Lightning</p> <ul style="list-style-type: none"> • Lightning Strikes <p>Burns</p> <ul style="list-style-type: none"> • Hot & Cold Material Equipment 	<p>Fire and Explosion</p> <ul style="list-style-type: none"> • Flammability • Expansion • BLEVE (Boiling Liquid Expanding Vapour Explosion) • VCE (Vapour Cloud Explosion) <p>Flammable Properties</p> <ul style="list-style-type: none"> • Crude Oil • Hydrogen Gas • Hydrogen Sulphide • Hydrogen • Condensate <p>Ignition Sources</p> <ul style="list-style-type: none"> • Electrical • Stray Currents • Static • Lightning • Pyrophics • Smoking • Welding • Grinding/ Cutting <p>Fire Types</p> <ul style="list-style-type: none"> • Jet, Pool and Flash Fires • Lagging Fires • Smoke <p>Water</p> <ul style="list-style-type: none"> • Low Points • Draining • Hydrates • Emulsions/ Tank Layering • Dead Legs <p>Air</p> <ul style="list-style-type: none"> • Start-Up/ Shut-Down • Flare Systems 	<p>Airborne Emissions</p> <ul style="list-style-type: none"> • Vents (CO₂, CH₄) • Flares • Fugitives • General Exhaust <p>Underground Equipment Failure</p> <ul style="list-style-type: none"> • Corrosion soil • Erosion contamination <p>Jetty/ Ship Operation</p> <ul style="list-style-type: none"> • Hoses/ Boom <ul style="list-style-type: none"> • SBMs (Single Buoy Mooring) • Ballast Disposal • Spillages <p>Surface Water Run-offs</p> <ul style="list-style-type: none"> • Contamination of waterways <p>Process Effluents</p> <ul style="list-style-type: none"> • Recovered Oils/ Ballast • Produced water – barium, zinc, trace of radioactive materials • Condensate water from Slug Catchers • Surge Vessel Liquids • From Drains • Triethylene Glycol • Biocides (glutaraldehyde) • Magnesium Hydroxide

HEALTH	SAFETY	ENVIRONMENT
--------	--------	-------------

Tank Farm Hazards

- A. Floating Roofs (sinking drainage)
- B. Boil-Overs
- C. Internal Explosions

Lifting

- 1. Cranes
 - Heavy lifts
 - i) Chains
 - ii) Ropes
- D. Slings

Machinery

- 1 Guards
- 2 Protection

Security

Electricity

- E. Electrocutation
- F. Overhead Lines
- G. HV systems/ arcing

Excavations

- H. Buried Facilities
- I. Collapses
- J. Gas Accumulation

Working at Height

- K. Scaffolding
- L. Ladders
- M. Fragile Roofs

Drilling Operations

- N. Blowout – Fire/ Explosion
- O. Shallow Gas Pockets/ Over Pressure
- P. Gas in Mud>Returns
- Q. Hydrogen Sulphide



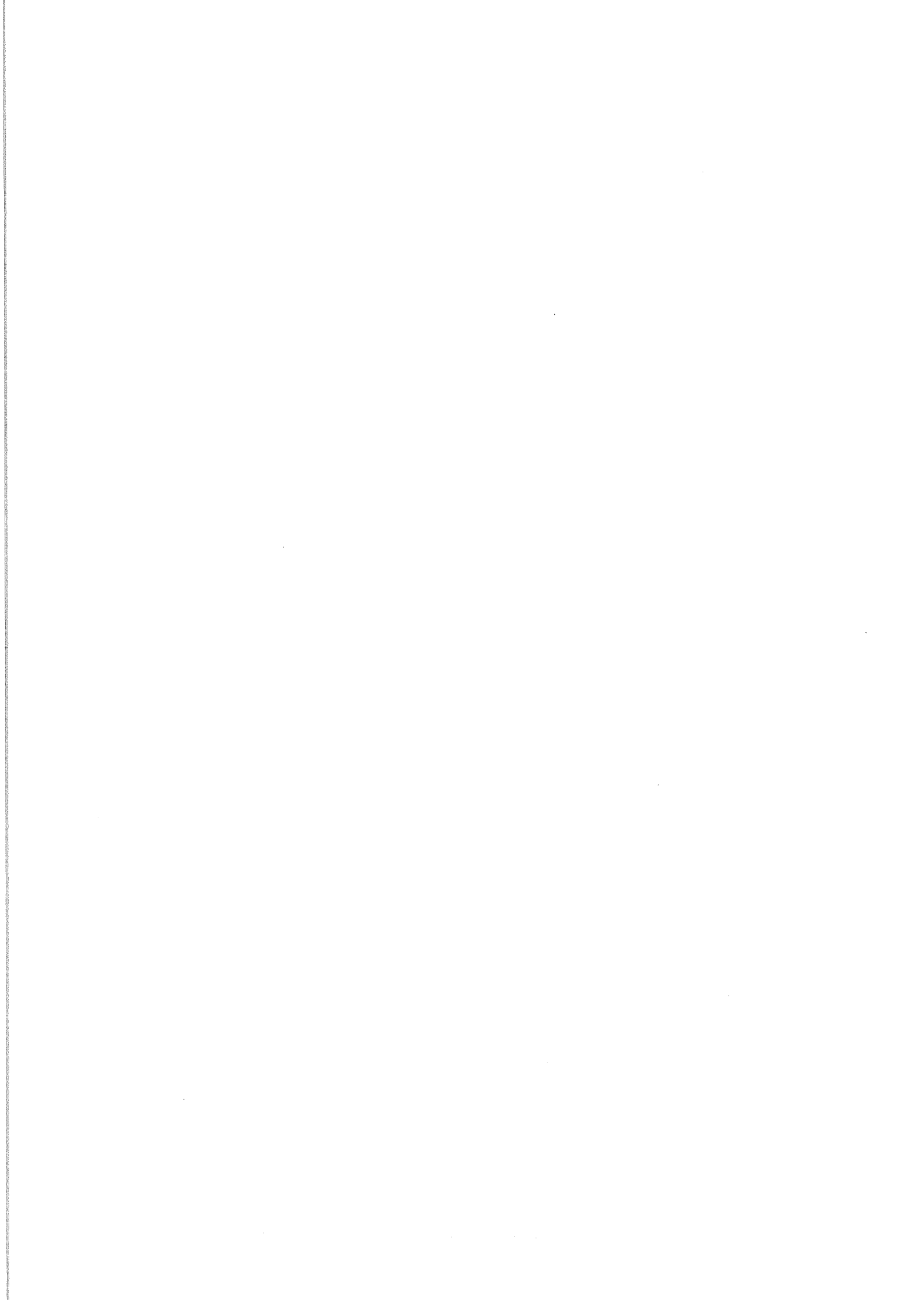


EXHIBIT VII

CONTRACTOR'S PERFORMANCE APPRAISAL

CONTRACTOR PERFORMANCE APPRAISAL

Employee Name: _____ Job Title: _____

Date of Hire: _____ Department: _____ Supervisor: _____

Annual Review 90 day Review Review Period: From: _____ To: _____

Purpose: The purpose of conducting the Performance Appraisal is to: Develop better communication between the employee and the supervisor; Improve the quality of work; Increase productivity; and Promote employee development. The supervisor should appraise the employee's overall performance primarily on whether the employee's performance produced the desired results in each of the principle accountabilities of the job during the performance periods.

Performance Rating Categories: Consider the employee's performance in each category and designate the level of performance that most accurately describes his/her job performance. Give careful consideration to each category before choosing the rating. The following is a description of each level of Performance:

5. **Outstanding** — The employee consistently exceeds all the expectations for responsibilities and objectives, skills, abilities and commitment required for the job. Possesses superior knowledge of major aspects of the total job and has had experience in each area. Demonstrated superior knowledge and ability to take initiative and improve processes and efficiency resulting in positive impact on the department or organization.
4. **Exceeds Expectations / Requirements** — The employee achieves and **frequently** exceeds expectations for responsibilities and objectives, skills, abilities and knowledge for the job. Sought to enhance or increase skills, made recommendations / offered possible solutions to improve processes.
3. **Meets Expectations / Requirements** — The employee met established expectations for responsibilities and objectives of the position. Employee demonstrates requisite skills, ability knowledge and commitment for the job.
2. **Improvement Needed** — The employee does not always meet the responsibilities and objectives of the job. Demonstrates some of the requisite skills, abilities and knowledge to do the job, but additional training and or commitment is required. Individual may still be learning the job and/or willingness to develop or improve requisite skills, knowledge maybe in question.
1. **Unsatisfactory Job Performance**— Responsibilities of the position have not been met. Employee does not demonstrate the necessary knowledge, skills, abilities and commitment required for the position.

SECTION I – Review the employee's performance by checking the most appropriate box in each category based on the time on the job. Write specific example's supporting each rating.

Job / Technical Knowledge:

Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Possesses and demonstrates a thorough understanding and working knowledge of all phases of the job; including the various techniques and skills necessary for efficient completion of all tasks. Remains up to date on changes /trends in technical knowledge related to job. Understands the impact of his/her job function on other functions/departments and business.

Specific Examples / Comments:



Problem Solving and Decision Making:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Demonstrates ability to make sound and proper decisions by; defining the issue, diagnosing the problem; analyzing the cause(s) and drawing on professional expertise, internal external resources to make recommendation or solutions with minimal negative effect on departmental /company goals and employee relations. Employee demonstrates willingness to take ownership and responsibility for decisions made.

Specific Examples / Comments:

Planning and Organization:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Plans effectively to produce required volume to meet production / dept. goal utilizes appropriate resources; meets or exceeds deadlines without jeopardizing quality; seeks opportunities to increase productivity and/or eliminate waste; able to re-prioritize as required to meet new/changing demands. Carries out work assignments and tasks within budget.

Specific Examples / Comments:

Communication – Verbal and Written:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Demonstrates clear effective communication (includes; listening, nonverbal communication and language) in individual and group settings (all levels, internal and external). Keeps manager/supervisor, associates and subordinates fully informed on work/project status and problems. Provides accurate concise written communication to support scope of assignments.

Specific Examples / Comments:

Interpersonal Skills / Teamwork:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Demonstrates ability to establish and maintain effective relationships both internally and externally. Willing to cooperate and be flexible when working with co-workers, subordinates and management to complete job. Treats all employees and customers with dignity and respect.

Specific Examples / Comments:

Adherence to Company Policy / Safety:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Properly interprets and applies company, department and job policies and guidelines. Maintains a clean safe work area and wears appropriate PPE as required.

Specific Examples / Comments:



Self Management Skills:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Displays confidence and remains in control when handling difficult or new situation's. Demonstrates adaptability and flexibility when handling change. Demonstrates a sense of cooperativeness by remaining open and positive when receiving direction or constructive feedback.

Specific Examples / Comments:

Section II – Results of Goals and Objectives (established at prior review)

Goal/Objective: _____

Result: _____

Goal/Objective: _____

Result: _____

Goal/Objective: _____

Result: _____

Section III – Accomplishments and Contributions:

Section IV – Performance Summary:

RATE OVERALL PERFORMANCE (include Managers / Supervisors Addendum if applicable)

Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Section V – Goals and Objectives (for new review period):

1. _____
2. _____
3. _____
4. _____

Employee's Comments: _____

Discussed/reviewed with employee on: _____ Follow up requested/desired: YES NO

Manager/Supervisor Signature: _____ Date: _____

Employee Signature: _____ Date: _____



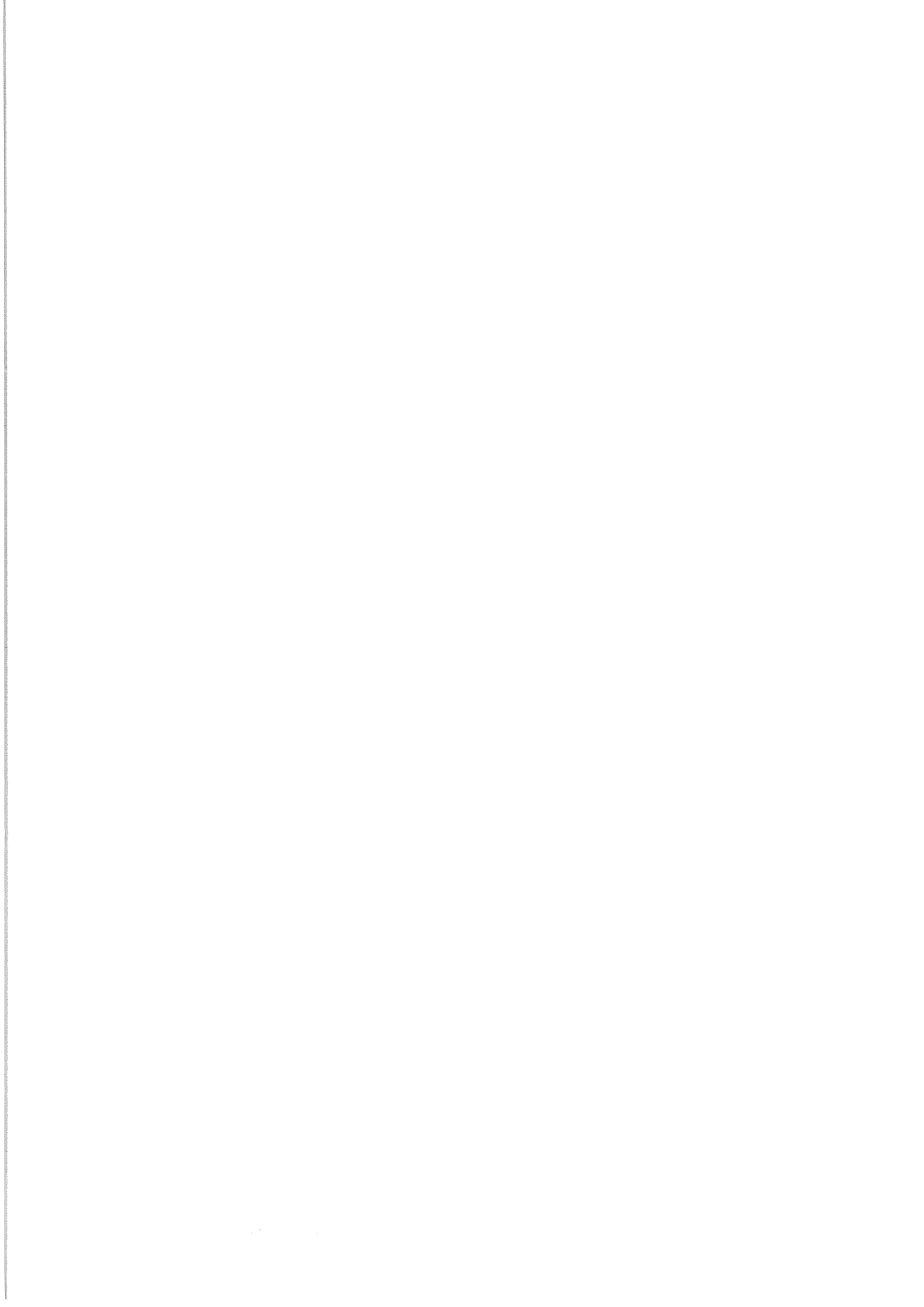


EXHIBIT VIII

CONFIDENTIALITY AGREEMENT

This Agreement is made between _____ ("EMPLOYEE") and **DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED** ("CLIENT"), on _____ 20 ____.

EMPLOYEE will perform services for CLIENT which may require CLIENT to disclose confidential and proprietary information ("Confidential Information") to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for CLIENT, the business or operations of CLIENT, and/or the products, drawings, plans, processes, or other data of CLIENT). Accordingly, to protect the CLIENT Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows.

- A. EMPLOYEE will hold the Confidential Information received from CLIENT in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by CLIENT.
- C. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for CLIENT.
- D. EMPLOYEE will, upon the request or upon termination of his/her relationship with CLIENT, deliver to CLIENT any drawings, notes, documents, equipment, and materials received from CLIENT or originating from its activities for CLIENT.
- E. CLIENT shall have the sole right to determine the treatment of any information that is part or project specific received from EMPLOYEE, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as CLIENT may deem appropriate.
- F. CLIENT reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

EMPLOYEE represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above.

CLIENT

EMPLOYEE

**For and on behalf of
DOMESTIC PETROLEUM OPERATING
BRANCH - PETROVIETNAM EXPLORATION
PRODUCTION CORPORATION LIMITED**



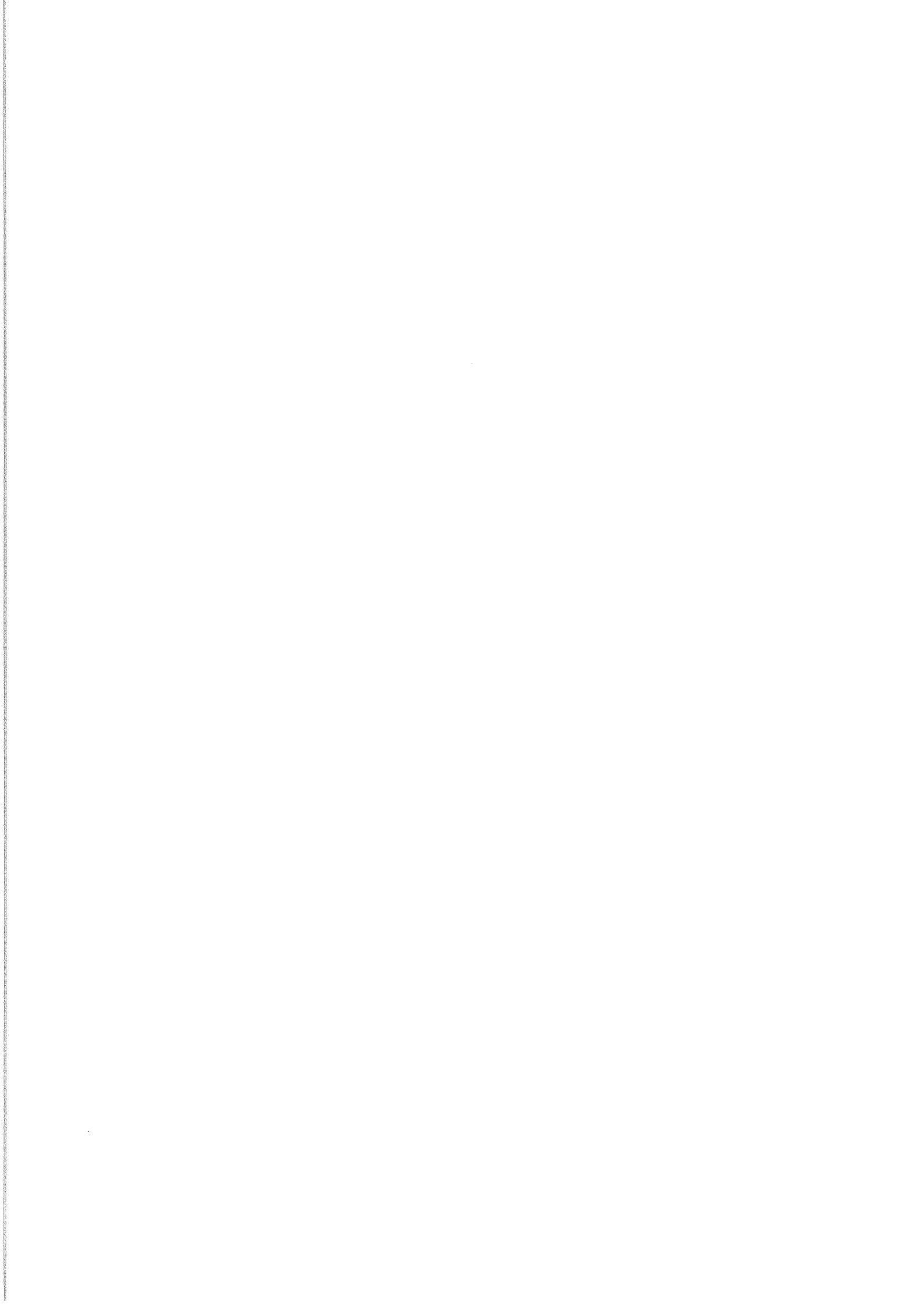


EXHIBIT IX
CHANGE ORDER

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
IX-1.0	
IX-2.0	
IX-3.0	
IX-4.0	
 <u>APPENDIX</u>	
IX-1	SPECIMEN FORM OF CHANGE PROPOSAL
IX-2	CHANGE ORDER FORM
IX-3	APPROVING AND ISSUING OF CHANGE ORDER



EXHIBIT IX
CHANGE ORDER

Changes to the WORKS and/or CONTRACTOR's Equipment except for CONTRACTOR's personnel as specified herein, may be required during the performance of WORKS any extension of the CONTRACT and should be handled expeditiously and effectively by the Parties hereto. Such changes may include but not be limited to additions, deletions, substitutions, alterations and modifications.

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

Except as provided below, CONTRACTOR shall not proceed with any change prior to receipt of a Change Order, unless authorized in writing by the CLIENT's Contract Administrator.

The procedure for handling and issuing Change Order(s) shall be as follows:-

- IX-1.0 Should CLIENT or CONTRACTOR desire any change, it shall advise CONTRACTOR or CLIENT respectively of said request. CONTRACTOR shall, upon request from CLIENT, provide CLIENT within three (3) days a CHANGE PROPOSAL in the form shown in **APPENDIX IX-1** defining the terms and conditions of the CHANGE PROPOSAL. The terms and conditions shall include but not be limited to price, method of payment, earliest commencement date and any other information deemed necessary.
- IX-2.0 When and if CLIENT approves the Change Proposal, CLIENT will issue to CONTRACTOR a written Change Order in duplicate originals as per **APPENDIX IX-2**. All Change Order(s) shall be numbered sequentially.
- IX-3.0 CONTRACTOR shall sign and promptly return to CLIENT both duplicate originals of the Change Order to indicate its receipt, understanding and acceptance of it. After CLIENT execution, one duplicate original will be returned to CONTRACTOR.
- IX-4.0 In cases of extreme urgency for which CONTRACTOR is unable to submit a firm proposal prior to commencement of work on the necessary change, CLIENT may issue a "Preliminary Change Order" to authorize CONTRACTOR to proceed with the change on the basis of an approximate written estimate prepared by CONTRACTOR. As soon as possible thereafter, CONTRACTOR shall submit a Change Proposal giving its firm price for the change. If the firm price quoted in

the Change Proposal is more than that quoted in the "Preliminary Change Order", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a Change Order shall be issued as outlined in **EXHIBIT IX**.

END OF EXHIBIT



**APPENDIX IX-2
CHANGE ORDER FORM**

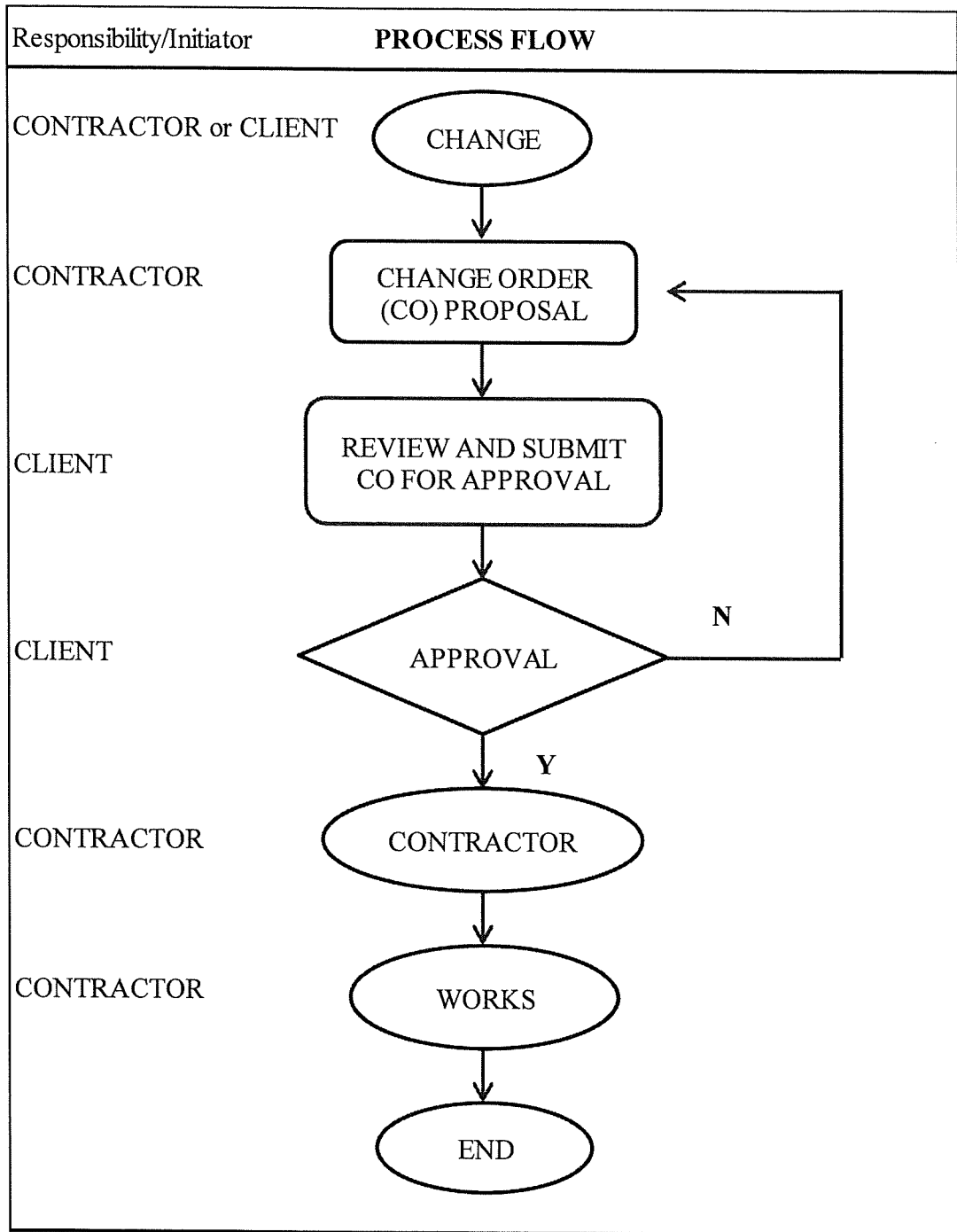


**CHANGE ORDER
CO No....**

	DATE : _____				
CONTRACT TITLE : _____					
CONTRACT No. : _____					
CONTRACTOR : _____					
WORK LOCATION : _____					
DEPARTMENT : _____					
DESCRIPTION OF WORK/CHANGE :					
REASONS FOR CHANGE :					
EFFECT ON CONTRACT PRICE : _____	EFFECTIVE DATE OF CHANGE : _____				
	SCHEDULE IMPACT: _____				
PAYMENT METHOD <input type="checkbox"/> ITEMISE SEPARATELY ON INVOICE FOR PAYMENT WHEN COMPLETE. <input type="checkbox"/> THE CHANGE IS PRICED ON <table style="display: inline-table; vertical-align: top; margin-left: 20px;"> <tr> <td><input type="checkbox"/> LUMP SUM BASIS</td> </tr> <tr> <td><input type="checkbox"/> UNIT RATE BASIS PER _____ OF _____</td> </tr> <tr> <td><input type="checkbox"/> DAY RATE BASIS AS STIPULATED IN CONTRACT</td> </tr> <tr> <td><input type="checkbox"/> OTHERS (TO SPECIFY)</td> </tr> </table>		<input type="checkbox"/> LUMP SUM BASIS	<input type="checkbox"/> UNIT RATE BASIS PER _____ OF _____	<input type="checkbox"/> DAY RATE BASIS AS STIPULATED IN CONTRACT	<input type="checkbox"/> OTHERS (TO SPECIFY)
<input type="checkbox"/> LUMP SUM BASIS					
<input type="checkbox"/> UNIT RATE BASIS PER _____ OF _____					
<input type="checkbox"/> DAY RATE BASIS AS STIPULATED IN CONTRACT					
<input type="checkbox"/> OTHERS (TO SPECIFY)					
SUPPORTING DOCUMENTS : <input type="checkbox"/> COST ESTIMATE <table style="display: inline-table; vertical-align: top; margin-left: 20px;"> <tr> <td><input type="checkbox"/> OTHERS (SPECIFIC INSTRUCTIONS SUCH AS MANNING, EQUIPMENT, ETC.)</td> </tr> </table> <input type="checkbox"/> MILESTONE PAYMENT AND WORK SCHEDULES		<input type="checkbox"/> OTHERS (SPECIFIC INSTRUCTIONS SUCH AS MANNING, EQUIPMENT, ETC.)			
<input type="checkbox"/> OTHERS (SPECIFIC INSTRUCTIONS SUCH AS MANNING, EQUIPMENT, ETC.)					
For and on behalf of CLIENT _____ CLIENT's SIGNATURE NAME : _____ DATE : _____	For and on behalf of CONTRACTOR _____ CONTRACTOR's SIGNATURE NAME : _____ DATE : _____				

(* All detailed technical and commercial documents shall be attached herewith

APPENDIX IX-3
APPROVING AND ISSUING OF CHANGE ORDER



NOTE:

If revised Change Order value is more than estimated value, CONTRACTOR to provide justifications for differences.