

INVITATION TO BID

Bidding package No:	91-DV-2114/26-DVL
Title of bidding package:	Gas-oil Contract (GOC) Logging service for TU-8 and TU-8ST
Name of the project:	Vietsovpetro's procurement plan 2026 Block 04/3
Issued on:	_____
Issued including Decision:	_____

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BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to bidders

This Chapter provides information to help bidder in preparation of Bid Proposal. Information includes rules of preparation, submission of Bid Proposal, bid opening, bid evaluation and contract award. Chapter I contains provisions that are to be used without modification.

Chapter II. Bidding data sheet

This Chapter specifies in detail contents of Chapter I for applying for each bidding package.

Chapter III. Bid evaluation criteria

This Chapter includes criteria for evaluation of Bid Proposal.

Chapter IV. Bidding forms

This Chapter includes forms that bidder shall complete to form a part of Bid Proposal.

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical requirements

This Chapter includes scope, progress of services supply, technical requirements, drawing for description the specification of services.

Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS

Chapter VI. General Conditions of Contract

This Chapter includes general conditions applied for all contracts of various bidding packages. Chapter VI contains common provisions that are completed by awarded bidder before contract comes into effect.

Chapter VII. Particular Conditions of Contract

This Chapter includes contract data and specific conditions, which specifies detailed conditions for each contract. Particular conditions of contract are to be modified and supplemented but not to replace general conditions of contract.

Chapter VIII. Contract forms

This Chapter includes forms which, once completed, shall become integrated part of contract. Templates of contract performance guarantee (Performance Bond) and Advance payment guarantee (if any) are completed by awarded bidder before contract comes into effect.

Part 4. APPENDICES

- Scope of services;
- Technical requirements;
- Technical evaluation criteria;
- Other technical documents, ... + link for reference (if any).

ABBREVIATION

ITB	Instructions to Bid
BDS	Bid data sheet
GCC	General conditions of contract
PCC	Particular conditions of contract
VND	Vietnam Dong
USD	US Dollar
EUR	European currency

Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of bid	1.1. Employer as specified in the BDS issues this Invitation to Bid for selection of Bidder to implement bidding package for supplying of services following single-stage one-envelope procedure. 1.2. Title of the bidding package; number, quantity of parts (in case bidding package is divided into many independent parts) belongs to bidding package as specified in BDS. 1.3. Time for implementation of contract as specified in the BDS.
2. Explanation of terms used in bidding	2.1. The Deadline for bid submission is the deadline for submission bids and is specified in the Invitation to Bid. 2.2. Day refers to Gregorian calendar day, including weekends, holidays, and Tet holidays according to the provisions of labor law. 2.3. Time and date is the time and date displayed on the National bidding network (GMT + 7).
3. Source of funds	Source of funding (or method of capital arrangement) for bidding package as specified in BDS.
4. Prohibited acts in bidding	4.1. Offering, giving, receiving or taking a bribe; 4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form; 4.3. Collusive practice, including: a) Reaching, with or without undue influence, an arrangement or agreement which is designed to let one or more parties to prepare bids for all bidders or to withdraw submitted bids so that one of them will win the bid; b) Reaching an arrangement or agreement on refusal to supply goods or services, or subcontract, or reaching other agreements to limit competition so that one party will win the bid; c) A bidder or investor with appropriate qualifications and experience has submitted a bid and meets the requirements laid down in the Invitation to Bid but deliberately refuses to provide additional documents proving their capacity and experience at the Vietsovpetro's request for clarification of the bid or verification of their submitted documents with the aim of facilitating one party's winning of the bid. 4.4. Fraudulent practice, including: a) Forging or falsifying information and/or documents used in bidding; b) Deliberately providing information and documents which are not accurate or objective in bids or proposals with the aim of falsifying the contractor selection result. 4.5. Obstructive practice, including: a) Destroying, deceiving, altering or concealing of evidence or making false statements; threatening, harassing or intimidating any party to

	prevent the verification or investigation into a corrupt, fraudulent or collusive practice made with a supervision, inspection or audit authority; b) Obstructing the competent person, employer, Vietsovpetro, bidders in the course of contractor selection; c) Impeding competent authorities' rights of supervision, inspection or audit of bidding activities; d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process; e) Acts of violation against laws and regulations on cybersecurity and safety intended to intervene or impede the online bidding process. 4.6. Inequality and non-transparency, including: a) A bidder of a package or investment project is also Vietsovpetro or employer or takes charge of performing tasks of Vietsovpetro or employer of that package or investment project, violating against the regulations stated in Point 5 ITB; b) A person or entity concurrently engages in the preparation and appraisal of Invitation to Bid, or RFP of the same package or investment project; c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package or investment project; d) A person who is working for Vietsovpetro/employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of Vietsovpetro/employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder; e) A bidder submits a bid for a procurement, construction or non-consulting service package for which the bidder is also acting as a consultant on preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of Invitation to Bid; evaluation of bids; inspection of goods; appraisal of contractor selection result; supervision of contract execution; f) A person acts as a bidder for a package of a project or investment project of Vietsovpetro or employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom; g) A supervision consultant also acts as the inspection consultant of the same package. 4.7. Unauthorized disclosure of the following information and documents on the contractor selection: a) Contents of Invitation to Bid before they are issued as prescribed; b) Contents of Bids, notebooks, minutes of bid evaluation meetings, comments and evaluations for each Bids before publishing contractor selection result;
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	c) Content of request for clarification of Bid proposals of Vietsovpetro and responses of bidders during the evaluation process of Bid proposals before publishing the contractor selection result; d) Report of Vietsovpetro, report of the expert group, appraisal report, report of consulting bidder, report of relevant professional authorized organization during the contractor selection process before publishing the contractor selection result; e) The contractor selection result before it is disclosed as prescribed; f) Other documents in the contractor selection process, which are stamped confidential according to the provisions of Regulation No. VSP-000-TM-238. 4.8. Illegal transfer of awarded contract: The contractor transfers to other contractor(s) a volume of tasks of the package worth more than 10% of package value; or worth less than 10% of package value but more than 02 million USD (after deducting the work part of the subcontractor's responsibility as declared in the contract), calculated on the signed contract price.
5. Eligibility of bidders	A bidder that is an organization shall be deemed to be eligible if complying the following requirements: a) It is required to have registration and operational license granted by the competent government body of the country in which it is operating. b) It must keep independent accounting records; c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy; d) It must ensure competitiveness in bidding as prescribed in BDS; e) It is not being prohibited from participating in bidding; f) It is not liable to criminal prosecution; g) It is not the state of temporary suspension, termination of participation in National bidding network; h) Its name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.
6. Contents of Invitation to Bid	6.1. The Invitation to Bid consists of Parts 1, 2, 3 and 4 accompanied with documents of Bid Proposal amendment as specified in ITB 7 (if any) including as follows: Part 1. Bidding procedures: - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bidding Data Sheet (BDS); - Chapter III. Bid Proposal Evaluation Criteria; - Chapter IV. Bidding Forms. Part 2. Technical Requirements: - Chapter V. Technical Requirements. Part 3. Conditions and Forms of Contract This Part includes terms, conditions, data and forms that constitute the complete contract. Part 4. Appendices 6.2. Vietsovpetro is not responsible for the preciseness, completeness of

	the Invitation to Bid, explanation for clarification documents, minutes of pre-tender conference (if any) or amendment of Invitation to Bid as prescribed in ITB 7 if these documents are not obtained from Vietsovpetro. In case of any contradiction, documents issued by Vietsovpetro shall prevail for consideration and evaluation. 6.3. The bidder is expected to examine all instructions, forms, supply requirements and other requirements in the Invitation to Bid, including the contents of amendment, clarification of the Invitation to Bid, the minutes of the pre-bid conference (if any) for preparation Bid Proposal including all information or documentation as required by the Invitation to Bid.
7. Clarification, amendment of Invitation to Bid	7.1. The amendment of the Invitation to Bid shall be made as prescribed in BDS prior to the deadline for bid submission by issuing the written documentation for amendment in accordance with the methods as prescribed in BDS. To give bidders reasonable time in preparing their Bid proposal, Vietsovpetro may, at its discretion, extend the deadline for bid submission. 7.2. Any bidder who needs clarification of the ITB shall send a written request to Vietsovpetro in a minimum period of time as prescribed in the BDS prior to date of deadline for bid submission in order that Vietsovpetro shall take consideration. After receiving the written request for clarification by the deadline, Vietsovpetro shall make a written clarification response in a minimum period of time as prescribed in BDS, that specifying clarification content request without specifying the name of the requesting bidder, and send it to every bidder who have received the ITB from the Vietsovpetro. If the clarification leads to amendment ITB, Vietsovpetro shall amend the ITB in accordance with ITB 7.1. 7.3. If necessary Vietsovpetro hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stipulated in BDS. Vietsovpetro shall send an invitation to the pre-bidding conference to all bidders who have received the Invitation to Bid and post it on the System. The discussion shall be formally recorded as minutes of clarification which shall be sent to all bidders who have bought or acquired Invitation to Bid from Vietsovpetro. 7.4. In case the Invitation to Bid is required to be modified after the pre-tender conference, Vietsovpetro shall issue a written document for amendment as specified in ITB 7.1, minutes of pre-bidding conference is not the amendment of Invitation to Bid. 7.5. No participation in pre-bidding conference or without a confirmation letter that bidder having participated in pre-bidding conference is not the reason to reject the Bid proposals' bidder.
8. Cost of bidding	The bidder shall bear all costs associated with the bidding process (the preparation and submission of its Bid Proposal). Vietsovpetro shall not be liable for those cost under any circumstances. Cost of bidding as specified in the BDS.
9. Language of Bid Proposal	The bid proposal, as well as all correspondence and documents relating to the bid proposal exchanged by the bidder and Vietsovpetro, shall be written in English. Any supporting documents in bid proposal can be written in other languages and concurrently attached with translation in English. In case of no translation, if necessary, Vietsovpetro may ask bidder for supplementation of documents.
10. Documents comprising the bid	The Bid Proposal consists of the following: 10.1. Application for bidding in accordance with ITB 11;

proposal	10.2. Consortium agreement in case the bidder is Consortium in accordance with Template No. 3, Chapter IV – Bidding forms; 10.3. Bid Bond, in accordance with ITB 18; 10.4. Proof documents for eligibility of bidder in accordance with ITB 5; 10.5. Proof documents for eligibility of signatory under the Application for bidding, in accordance with ITB 20.3; 10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16; 10.7. Technical proposals and proof document for service qualification, in accordance with ITB 15; 10.8. Financial proposals and price schedules with full information, in accordance with ITB 11 and 13; 10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any); 10.10. Other contents as specified in BDS.
11. Application for bidding form and price schedules	The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.
12. Proposals of Technical alternatives	12.1. In case Invitation to Bid stipulates in BDS for probability of technical alternatives, then those technical alternatives shall be considered and evaluated. The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal. 12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information. The evaluation of technical alternatives in accordance with Section 5 Chapter III – Bid Proposal Evaluation criteria.
13. Bidding prices and discounts	13.1. Bidding price stated in the Application for bidding and in the bidding price tables with discounts must comply with the regulations as specified in this Section: a) The bidding prices means the price stated in Application for bidding, including all costs for implementation of bidding package (not including discounts) as prescribed in Part 2 – Technical Requirements. b) In case the bidding packages is not divided into independent parts, on condition that bidder offers discount, this can be offered directly in Application for Bidding or put in separate letter for discount. Bidder has to specify the content of discount and details of discount allocation into specific items in columns of “List of goods”, “Services description”. In case details are not provided, the discount is assumed to apply uniformly for all items in the columns of “List of goods”, “Services description”. Letter for discount (if any) can be submitted with Bid Proposal or separately provided that Vietsovpetro receive prior to Deadline for bid submission. c) Bidder shall submit Bid Proposal for all work described in ITB 1.1 and offer unit prices, extended amount for work specified in columns of “List of services”, “Services description” in accordance with respective template prescribed in Chapter IV – Bidding forms. In case columns “Unit price” and “Extended amount” are not offered or offered “0”, it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is

	responsible to provide goods, services in accordance with requirements of Invitation to Bid and not receive payment from Vietsovpetro during implementation of contract. Bidder is required to offer prices in each Price schedules. 13.2. In case bidding package is divided into independent parts and bidder is allowed bidding in each part specified in BDS, bidder is able to bid for one or many parts of bidding package. Bidder has to bid all work of such part which the bidder attends. Should the bidder offer discount, bidder shall specify details and prices of discount in each part as per ITB 1.2. 13.3. The bidder shall be responsible for the bidding price quoted to perform and complete the work in accordance with the requirements as stated in the Invitation to Bid. In case the bidder offer a low unit price in abnormal manner which affecting to the quality of the bidding package, the Vietsovpetro may require the bidder to clarify the feasibility of such abnormal unit price. 13.4. Bidder's bidding price quoted shall include all taxes, fees and charges (if any) in response to tax rates, expenses, fees at the time of 28 days prior to the stipulated deadline for bid submission. In case bidders announce bidding prices not including taxes, fees, charges (if any), bidders' Bid Proposal shall be rejected. 13.5. Bidders offer the bidding price as stipulated in BDS.
14. Currencies of Bid and Payment	14.1. The currency of the bid shall be offered in VND/USD/EUR. Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in VND/USD/EUR. Bidders have to offer by only one currency for a specific work. In case bidding price is offered in foreign currency, bidder has to prove that the respective work has been using foreign currency. 14.2. The currency of payment for work items shall correspond with the currency of bid for those items. Domestic costs are only paid in VND. 14.3. The currency for conversion of different bidding prices from various currencies into unique currency for evaluation and comparison is: VND/USD applying the selling rate stated by Vietcombank on the date when the bid is closed. If all bidding prices are in foreign currency, then bid evaluation and comparison shall be done in USD. In the event that one of bidding prices is in VND, then bid evaluation and comparison shall be done in VND. 14.4. Without prejudice to any terms mentioned above and relevant applicable laws, contract currency for domestic bidders shall be in VND, applying the selling rate stated by Vietcombank on the date when the bid is closed.
15. Documents establishing the conformity of the technical specifications and standards	15.1. To establish the eligibility of the services in accordance with Invitation to Bid, the bidder shall furnish as part of its Bid Proposal the documentary evidence that the services conform to the technical specifications and standards specified in Chapter V – Scope of services. 15.2. Standards for service supplying specified by Vietsovpetro in the Chapter V – Scope of services, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality for service, provided that it demonstrates, to Vietsovpetro's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V – Scope of services.
16. Documents establishing the capacity and	16.1. The bidder shall provide necessary information in templates in Chapter IV – Bidding Forms in order to demonstrate capability and experiences for performance of contract as specified in Chapter III – Bid

experiences of the bidder	Proposal evaluation criteria. The bidder shall prepare original documents for verification if Vietsovpetro requires. In case application of pre-qualification, if there are changes in capacity and experience when submitting the bid proposal in comparison with the information in the evaluated pre-qualification documents, the bidders must update their capability and experience; in case there is no change in bidders' capacity and experience, the bidders must send a written commitment that they still satisfy the bidding package's requirements. 16.2. The documentary evidence of the bidder's capacity to perform the contract if its bid proposal is accepted. 16.3. If pre-qualification has been applied to a bidding package, if there is a change in the contractor's capacity and experience when submitting the Bid Proposal and participating in the pre-qualification, their capacity and experience must be updated.
17. Period of validity of Bid Proposal	17.1. Bid Proposal shall remain valid not shorter than the period specified in the BDS. Bid Proposal with shorter validity period shall not be considered and evaluated by Vietsovpetro. 17.2. In exceptional circumstances, prior to the expiration of the bid proposal's validity period, Vietsovpetro may request bidders to extend the period of validity of their Bid Proposal. The Bid Bond as also requested shall be extended for 30 days beyond the deadline of the extended validity period. If a Bidder refuses to extend its Bid Proposal validity as required, the Bid Proposal shall not be further considered and the Bid Bond shall be returned to bidder. The bidder have accepted Vietsovpetro's extension request shall not be permitted to modify any contents of its Bid Proposal, except for the extension of the validity of the Bid Bond. The extension request and acceptance or non-acceptance shall be show in writing.
18. Bid Guarantee	18.1. When attending the bid, prior to deadline for bid submission, the bidder shall implement bid guarantee and attach it to Bid proposal under the following forms: a) A form unconditional guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law in accordance with ITB 18.2; b) Or pay a deposit or bank transfer to VSP's account as specified in BDS 18.2; c) Or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of a foreign non-life insurer duly established under the law of S.R. Vietnam. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Bond Forms - 04(a) or 04(b) included in Chapter IV - Bidding Forms or in another substantially similar format with full basic contents of Bid Bond. In case the validity of Bid proposal is extended as specified in ITB 17.2, the Bid bond's validity shall be accrodingly extended. In case of consortium bidder, all partners of consortium shall implement the same form of Bid bond. In case of Consortium, the Bid Bond shall comply with one of the following: a) Each Consortium partner shall provide a separate Bid Bond; however, the aggregate amount of Bid Bond submitted by all Consortium partners is not less than the required amount specified in ITB 18.2. If the Bid Bond of any Consortium partner is determined to be invalid, the bid of the Consortium shall not be considered and evaluated further. If any

	Consortium partner is in breach of the rules resulting in without return of Bid Bond in accordance with ITB 18.5, then bid securities of all Consortium partners shall not be returned. b) All partners of the Consortium shall nominate one partner to arrange a single Bid Bond for itself and all other partners in the Consortium. In this case, the Bid Bond shall be in the name of the Consortium or the name of the partner who arranges the Bid Bond for the entire Consortium provided that the total amount is not less than the required amount in BDS of ITB 18.2. If any Consortium partner is in breach of the rules resulting in without return of the Bid Bond in accordance with ITB 18.5, the Bid Bond shall not be returned. 18.2. Amount, currency and valid period of the Bid Bond shall be as specified in the BDS. 18.3. The Bid Bond shall be considered illegitimate in one of following cases: having lower value, with shorter valid period as specified in ITB 18.2, incorrectly states the name of the beneficiary not original and without legitimate signature, signed before Vietsovpetro issues the Invitation to Bid or accompanied with adverse condition for Vietsovpetro (including not fully committed with content of the Bid Bond Forms – 04A, 04B, 04C in Chapter IV). In case of using a letter of guarantee or certificate of insurance, the letter of guarantee or certificate of insurance must be provided, signed and stamped (if applied) by one of the following: a lawful representative of a domestic credit institution, a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, a branch of foreign non-life insurance enterprise established under Vietnamese law. In case of using a letter of guarantee (of deposit/transfer to Vietsovpetro's account), the letter must be signed and stamped by the legal representative of the contractor. 18.4. Unsuccessful bidder shall be returned or released the Bid Bond in the maximum duration specified in the BDS since the date for notification of result of selecting bidder. For successful bidder, the Bid Bond shall be returned or released after the bidder furnishes the contract performance guarantee. 18.5. The Bid Bond shall not be returned in one of following cases: a) After the deadline for bid submission and during the validity period of the bid, the bidder withdraws their bid or gives a written refusal to perform one or some tasks proposed in their bid in accordance with the requirements laid down in the Invitation to Bid; b) The bidder performs any of the prohibited acts specified in Point 4 ITB or commits violations of the bidding law resulting in bid cancellation as prescribed in Point 32 ITB; c) The successful bidder fails to furnish the required performance security as prescribed Point 37 ITB; d) The first ranked contractor is invited to negotiate the Contract. Within seven (07) days from the date of receipt of the invitation to negotiate the contract from Vietsovpetro, the bidder does not come to negotiate or refuses to negotiate the contract or offers conditions different from the contents. content in the Bid proposal or withdrawing commitments in the Bid proposals leading to unsuccessful contract negotiations, the Bid bond shall be not returned to bidder, except in cases of force majeure; e) The bidder fails or refuses to complete the contract within twenty (20) days from the date of receipt of notification of Bid award from Vietsovpetro, except in cases of force majeure;
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	f) The bidder refuses to sign the contract within ten (10) days from the date of completion of the contract, except in cases of force majeure. 18.6. In case the bidding package is divided into a number of independent parts, Bidder can choose Bid Bond for individual part or combination of parts as follows: a) A bid bond for all parts that bidder participates in the bidding (the value of bid bond will be equal to the total values of the parts that bidder takes part in). Where the value of bid bond submitted by the bidder is less than the total of values, it shall be handled as follows: - Priority order: The validity of the bid bond shall be determined based on the order of the parts as stated in the Bid Submission Form (or the parts in which the bidder participates); - Allocation method: The bid bond shall be allocated sequentially to each part from top to bottom according to the list of parts registered by the bidder until the bid bond value is fully utilized. b) Bid Bond for individual part attended by Bidder. In case that Bidder violates and the Bid Bond shall not be returned as per ITB 18.5, non returned value of Bid Bond is calculated on the part that Bidder violates.
19. Deadline for bid submission	19.1. The deadline for bid submission is the time specified in the BDS. 19.2. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 8, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended. 19.3. The bidder submits directly or delivers the Bid Proposal to Vietsovpetro address provided that it arrives before deadline for bid submission specified in the BDS. Vietsovpetro receives Bid Proposal of all bidders before deadline for bid submission, including the case bidder has not bought or received the Invitation to Bid from Vietsovpetro. For such case, the bidder shall submit the remittance, evidencing the transfer of monetary amount accounting for selling price of bidding document at the moment of submission of Bid Proposal, but must be ensured before the deadline for bid submission. 19.4. The method of purchasing and submitting Bid Proposal is specified in the BDS. 19.5. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 7.3, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. 19.6 Vietsovpetro shall not consider any bid proposal that arrives after the deadline for bid submission. Any bid proposal received by Vietsovpetro after the deadline for bid submission shall be declared late, rejected, and returned unopened to the bidder.
20. Submission, withdrawal, substitution and amendment of Bid Proposal	20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF BID PROPOSAL”, “COPY OF BID PROPOSAL”. In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of dossier with amount specified

	in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF AMENDED BID PROPOSAL”, “COPY OF AMENDED BID PROPOSAL”, “ORIGINAL OF ALTERNATIVE”, “COPY OF ALTERNATIVE”. In case of technical alternative in the Bid Proposal specified in ITB 12, the bidder shall prepare one original and some copies with amount mentioned in BDS. The cover of dossier shall be marked clearly “ORIGINAL OF TECHNICAL ALTERNATIVE”, “COPY OF TECHNICAL ALTERNATIVE OPTION”. 20.2. Bidders shall be responsible for the appropriateness of the copies compared to the original. In case of deviation between original and copy but without changing the bidder ranking, the original shall be used for evaluation. In case of deviation between original and copy leading to different results in evaluation of original and the copy, and resulting change in the bidder ranking, the Bid Proposal of that bidder shall be rejected. 20.3. The original of Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder's legitimate attorney (if any), in case of attorney, letter of attorney specified in Template 02, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal. 20.4. In case of Consortium bidders, Bid Proposal shall be signed by legal representative of all partners in Consortium or legal partner representating Consortium bidders according to Consortium agreement. In order that all partners of Consortium to be legally bound, Consortium agreement must be signed by legal representatives of all partners of Consortium. 20.5. Any words added, written between lines, erased, overwritten shall only be deemed legitimate if having signature nearby or in that page of signatory on the application for bidding letter. 20.6 The envelope of Bid Proposal comprises of original and copies, duly marking “BID PROPOSAL”. In case of amendment, alternative of Bid Proposal, then the amended, alternative document (including original and copies) shall be placed in separated envelopes other than the envelope for Bid Proposal, clearly marking “AMENDMENT OF BID PROPOSAL”, “ALTERNATIVE BID PROPOSAL”. In case the bidder proposes an alternative technical plan, the entire alternative technical plan, including technical proposals and price proposals, must be contained in separate envelopes from the Bid Proposal envelop, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL OPTION". The envelopes: for Bid Proposal; amended Bid Proposal, proposed alternative technical options (if any) must be sealed. Sealing method is according to the bidders' own regulations. 20.7. The envelopes shall:
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	a) bear the name and address of the bidder; b) be addressed to Vietsovpetro in accordance with BDS; c) bear title of bidding package in accordance with ITB 1.2; d) bear a warning “not to open before the time and date for bid opening”. 20.8. The bidder shall be responsible for aftermath or disadvantages if is not in accordance with this Invitation to Bid such as not sealing or losing seal of Bid Proposal during delivery to Vietsovpetro, not marking right information on envelopes of Bid Proposal as specified in ITB 20.6 and ITB 20.7. Vietsovpetro shall not be responsible for confidentiality of information in Bid Proposal if the bidders do not comply with above requirements. 20.9. Vietsovpetro shall not consider any Bid Proposals submitted after the Deadline for bid submission. Any Bid Proposals received by Vietsovpetro after the Deadline for bid submission shall be declared late submission, be rejected and be returned unopened to the Bidder. 20.10. After submitting the Bid Proposals, the Bidders may amend, replace or withdraw the Bid Proposals by sending a written notice signed by the bidder's legal representative, in case of attorney, a power of attorney letter must be enclosed as prescribed in ITB 20.3. Dossier for amendment or replacement of Bid Proposal must be enclosed with a written notification of the corresponding amendment, replacement and must ensure the following conditions: a) Being prepared by the Bidders and being submitted to the Vietsovpetro in accordance with ITB 20, the dossier containing the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSTITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL "; b) Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19. 20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder. 20.12. The Bidder is not allowed to modify, replace or withdraw the Bid Proposal after the Deadline for bid submission until the expiration of the Bid Proposal's validity as stated in the application for bidding form letter or until the expiration of the extended validity of the Bid Proposal.
21. Bid opening	21.1. Except in the cases specified in ITB 20, Vietsovpetro shall publicly open and read out, clearly information in accordance with ITB 21.3 of all Bid Proposal received before the deadline for submission of bids. The bid opening shall take place publicly at time and place specified in the BDS in the presence of bidders and representatives of related organizations. The bid opening does not depend on presence or absence of bidders' representatives attending the bid. 21.2. In case bidder requests withdrawal or substitution of Bid Proposal, Vietsovpetro shall firstly open and read out clearly information in envelope of which outer notification marks “WITHDRAWAL OF BID PROPOSAL”, the envelope of Bid Proposal of bidder with request for withdrawal shall remain sealed and be returned unopened to Bidder. Vietsovpetro shall not accept the Bidders' withdrawal of the Bid Proposal and still open such the Bid Proposal if the written notice of "Withdrawal of Bid Proposal" does not include documents providing that

	the person signing such documents is the bidder's legal representative and must be publicly announced during the bid opening. Next, Vietsovpetro shall open, read out clearly information in envelope of which outer notification marks “SUBSTITUTION OF BID PROPOSAL” and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to bidder. Vietsovpetro shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening. For envelope with notification marked “SUBSTITUTION OF BID PROPOSAL”, any attached notification document accompanied with amended Bid Proposal shall be opened, read out clearly. Vietsovpetro shall not accept the bidder to amend the Bid Proposal if the written notice of Bid Proposal’s amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only Bid Proposal opened and read out at the bid opening then shall be considered further and evaluated. 21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders’ names and sequence below: a) Examine the seals; b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. In case bidding package is divided into many independent parts, then bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated; c) Representatives of Vietsovpetro shall countersign in original of letter of bid, Bid Bond, summarized price list, letter of attorney of bidder’s legal representative (if any), letter of discount (if any), Consortium agreement (if any). Vietsovpetro shall not reject any Bid Proposal at the bid opening, except for late submission Bid Proposals as specified in ITB 20. 21.4. Vietsovpetro shall prepare a record of the bid opening that shall include information specified in ITB 21.3. The record shall be signed by representatives of Vietsovpetro and bidders attending bid opening. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. The record shall be distributed to all bidders attending the bid.
22. Confidentiality	22.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidder selection process until publication of result of bidder selection. Under no circumstances, is the information in Bid Proposal revealed to any other bidders, except for the information that need disclosing during the bid opening. 22.2. Except for the case of enquiries for clarification of Bid Proposal and contract negotiation, bidder is not permitted to contact Vietsovpetro for issues related to bidder’s Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of

	tendered selection is published.
23. Clarification of Bid Proposal	23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Vietsovpetro, including eligibility, capacity and experiences of the Bidder. In terms of technical, financial proposal in bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the offered bidding price. 23.2. During the evaluation process, clarification of Bid proposal between Bidders and Vietsovpetro is performed directly in written. 23.3. Clarification of Bid Proposals is only performed between the Vietsovpetro and Bidder whose Bid Proposals need to be clarified. In terms of clarification contents that directly affect evaluation of eligibility, capacity, experiences, technical requirement, financial issues, if period of clarification exceeds deadline and bidder does not submit documentation for clarification or submitted documentation does not comply with requirements of clarification from Vietsovpetro, Vietsovpetro shall evaluate based on the Bid Proposal submitted before deadline for bid submission. Vietsovpetro shall give the Bidder a reasonable period of time to clarify the Bid Proposal. 23.4. In case after deadline for submission of bids, the bidder knowing that the Bid Proposal it has submitted falls short of documents establishing its eligibility, similar contracts, production capacity, financial reports, tax declaration and payment obligations, documents on personnel, specific equipment proposed in its Bid Proposal may provide such evidence to the Procuring entity within a period of time specified in the Bid Proposal. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal. 23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, Vietsovpetro request clarification toward the bidder based on compliance as specified in ITB 23.1. 23.6. In case of doubt about the authenticity of documents provided by the Bidder, Vietsovpetro shall verify with organizations and individuals related to the content of the documents. 23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, Vietsovpetro shall request Bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.
24. Deviations, Imposing conditions and Omission of content	The following definitions shall be applied during the evaluation process of bidding proposals: 24.1. "Deviation" refers to any differences from the requirements stated in the Invitation to Bid; 24.2. "Imposing conditions" means setting conditions that are restrictive or indicate a partial non-acceptance of the requirements stated in the Invitation to Bid; 24.3. "Omission of content" refers to the contractor's failure to provide some or all of the information or documents as required in the Invitation

	to Bid.
25. Determination of responsiveness	25.1. Vietsovpetro's determination of a responsiveness of Bid Proposal is to be based on the contents of the bid Proposal itself, as defined in ITB 10. 25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Invitation to Bid without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: a) if accepted, would affect in any substantial way the scope, quality, or performance of services; limit in any substantial way, inconsistent with the Invitation to Bid , the purchaser's rights or the bidder's obligations under the contract; b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Bid proposal that meet the requirement of the Invitation to Bid. 25.3. Vietsovpetro shall examine the technical aspects of the Bid Proposal submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of the Invitation to Bid have been met without any material deviation or reservation, or omission. 25.4. If the Bid Proposal is not substantially responsive to the requirements of Invitation to Bid, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of Invitation to Bid.
26. Nonmaterial mistake	26.1. Provided that a Bid Proposal is substantially responsive, Vietsovpetro may waive any mistakes in the bid proposal that not to be a material deviation, reservation or omission. 26.2. Provided that a bid proposal is substantially responsive, Vietsovpetro may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial mistake in the bid related to documentation requirements. Such mistakes shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal. 26.3. Provided that a bid proposal is substantially responsive, Vietsovpetro shall rectify quantifiable nonmaterial mistakes related to the bidding price. To this effect, the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.
27. Subcontractor	27.1. Sub-contractors are organizations, individuals signing contracts with the bidders to perform related services. 27.2. Requirements of Subcontractors are specified in BDS. 27.3. Sub-contracting will not change the bidder's responsibilities. The bidders shall be responsible for the workload, quality, progress and other responsibilities for the parts of the contract carried out by the subcontractors. Sub-contractors' capacity and experiences shall not be considered in evaluation of the Bidder's Bid proposal. The bidder itself must comply with capacity criteria (no consideration of sub-contractors' capacity and experiences). 27.4. The bidder may sign contracts with sub-contractors according to the

	list of sub-contractors stated in the Bid Proposal or signing contracts with sub-contractors approved by Vietsovpetro to participate in performing the work. 27.5. The bidders is not allowed to utilize the sub-contractors to carry out the tasks other than the tasks of the subcontractors mentioned in the Bid Proposal; the replacement or addition of sub-contractors other than the list of sub-contractors prescribed in the Bid Proposal shall only be carried out when there is a valid and appropriate reason and is approved by Vietsovpetro; in case sub-contractors are utilized to carry out the tasks other than the tasks listed in the Bid Proposal that using a sub-contractor with a value of 10% or higher (after deducting the work part of the sub-contractor's responsibility) calculated on the contract price signed, as an act of "bid transfer".
28. Bid preferences in the selection of bidder	28.1. Subjects are eligible for bid preferences when participating in international bidding for the provision of non-consultancy services include: - Domestic bidders participate the bidding as an independent bidder or Consortium; - Foreign bidders shall enter into Consortium with domestic bidders and domestic bidders undertake for above 25% of the working value of bidding packages; - Bid preferences are applied during evaluation process for comparing and rating Bid Proposal; - In case all bidders do not receive bid preferences, evaluation and determination of bid preferences shall not be applied. 28.2. Bid preferences calculation is specified in the BDS. 28.3. In case after applying above preferential treatment, if bidding proposals are ranked equally, order of ranking precedence will be: - Goods originating from S.R. Vietnam and Russian Federation; - Services/Job using personnels of S.R. Vietnam and Russian Federation.
29. Bid Proposal evaluation	29.1. Vietsovpetro shall apply evaluation criteria listed in this clause and methods of evaluation are specified in the BDS. Any other criteria and methods of evaluation shall not be allowed. 29.2. Vietsovpetro shall evaluate directly on the bid proposals submitted by the bidder. 29.3. Verify and evaluate eligibility of Bid Proposal: a) The verification and evaluation of eligibility of Bid Proposal as specified in clause 1, Chapter III – Bid Proposal Evaluation criteria; b) Any bidders who have eligibility Bid Proposal shall be further considered and evaluated with respect to capacity and experiences. 29.4. Evaluation of capacity and experiences: a) Capacity and experiences are evaluated as specified in clause 2, Chapter III – Bid Proposal Evaluation criteria; b) Bidders with satisfactory capacity and experiences shall be considered and evaluated to examine their technical capability. 29.5. Technical and price-based evaluation: a) Evaluation of technical capability must adhere to the evaluation standards and methods prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria;

	b) Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria. 29.6. After price-based evaluation, Vietsovpetro shall make and approve ranking list of bidders. The bidder ranked at the first position in the bidder's ranking list shall be eligible for the contract negotiation. Ranking of bidders shall be made as prescribed in the BDS. 29.7. In case bidding package is divided into independent parts and bidder is allowed bidding in each part prescribed in ITB 1.2, bid evaluation is carried out with those respective parts of the bidder as prescribed in Section 6, Chapter III – Bid Proposal Evaluation criteria. 29.8. Principle of Bid proposal's evaluation: a) Vietsovpetro evaluate directly based on the bid proposals submitted by the bidder. In case the information committed, declared in the Bid proposal is not truthful, leading to false results of evaluating Bid proposal of the bidder, bidder shall be considered to have committed fraudulent; b) In case there is inconsistency between information of similar contract and supporting documents proving information of such similar contract, Vietsovpetro request bidder to clarify the Bid proposal. In case the contracts declared, enclosed in the Bid proposal that not meeting the requirements of Invitation to Bid or the Bidder does not declare or incompletely declares the similar contracts, Vietsovpetro request the bidder to clarify and supplement the another contract to meet the requirements of the Invitation to Bid within an appropriate period of time but not less than 03 working days. In case the bidder does not have a contract met the requirements of the Invitation to Bid, the bidder shall be disqualified; d) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Vietsovpetro allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the Bidder shall be considered having committed fraudulent according to regulations in Clause 4, Article 16 of the Bidding Law and shall be subject to be handled according to regulations. đ) For the origin of the goods, in case there is any inconsistency between the declared information and attached documents, Vietsovpetro request clarification of the Bid proposal; e) For contents other than those mentioned in Points a, b, c and d of this Clause, in case there is inconsistency between the information in the original Bid proposal and the copy of the Bid proposal, the information in the original Bid proposal is the basis for review and evaluation; g) At the financial assessment step, in case the Bidder does not declare information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Vietsovpetro have a basis for calculating bid preferences, then Bidder
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	will not receive the bid preferences.
30. Contract negotiation	30.1. Contract negotiation shall be based on the followings: a) Report on evaluation of the Bid Proposal; b) Bid Proposal and bidder's records of clarification of bidding package (if any); c) Invitation to Bid. 30.2. Rules of the contract negotiation: a) Contents of the bidding package that satisfy the requirements of the Invitation to Bid do not need to be negotiated; b) While evaluating Bid Proposal and negotiating contract, if scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared to the design documentation, Vietsovpetro will request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide to apply the approved estimated price for these scope of work / inadequate workloads or the price quoted by other bidders who have passed the technical evaluation if this quoted price is lower than the one approved in estimate; c) For negotiation over the deficient deviation value, in case the Bid Proposal has not provided respective quoted price for deficient deviation, the lowest quoted offer out of other Bid Proposals that passed the technical evaluation or unit price in approved estimated price if only one Bid Proposal that passes the technical evaluation shall be accepted to negotiate the deficient deviation. 30.3. Contents of contract negotiation: a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal or in the same Bid Proposal shall be negotiated to prevent any possible dispute or unexpected impact on the contractual obligations of contracting parties; b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations; c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package; d) Nonmaterial omissions specified in ITB 30; e) Other necessary issues. 30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions and annexes that determine detailed list of scope of supply, price list and progress of supply. 30.5. If the negotiation fails, Vietsovpetro will consider to and decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Vietsovpetro will consider and decide to cancel the bid as regulated in point a. of ITB 32.1.
31. Conditions for recommendation as the awarded bidder	31.1. For multi-lot bidding package, bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions: a) Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III; b) Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III; c) Having technical proposals satisfying requirements as prescribed

	in Section 3, Chapter III; d) Having deficient deviation not exceeding 10% of bidding price; e) Meeting requirements specified in the BDS; f) The bidder has the proposed price award (including taxes, fees, charges (if any) not exceeding the price of the respective Items/ Groups in the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder. 31.2. For single-lot bidding package, bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions: a) Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III; b) Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III; c) Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III; d) Having deficient deviation not exceeding 10% of bidding price; e) Meeting requirements specified in the BDS; f) The bidder has the proposed price award (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.
32. Bidding cancellation	32.1. Vietsovpetro shall notify the bidding cancellation in following cases: a) All Bid Proposals fail to satisfy the requirements of the Invitation to Bid; b) Changes in the objectives, scope of procurement which leads to changes in the workload and evaluation criteria stated in the Invitation to Bid according to the Vietsovpetro's decision; c) The Invitation to Bid fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package, project; d) The award bidder commits prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders. e) Organizations and individuals other than the awarded bidder commit prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders leading to deviations in bidder selection results. 32.2. Organizations and individuals other than the selected contractor engages in prohibited actions stipulated Points c, d, e in ITB 32.1, which results in the deviation in contractor selection result. 32.3. In case of bidding cancellation specified in this section, Vietsovpetro shall return or release Bid Bond to bidders within 05 working days except that bidder violates prescription in Points d and e, ITB 32.1.
33. Notice of bidder selection result	33.1. Vietsovpetro shall publish notice of bidder selection results within 05 working days from the date of approval of bidder selection results. Notice of bidder selection result shall include following contents: a) Information of the bidding package: - Number of Invitation to Bidder;

	- Name of the bidding package; - Bidding package price or approved estimate (if any); - Name of Investor; - Form of bidder selection; - Type of contract; - Time to implement the bidding package; - Time of contract performance. b) Information of the awarded bidder: - Tax code; - Contractor name; - Bidding price; - Bidding price after discount (if any); - Technical scores (if any); - Evaluation price (if any); - Awarded bidding price; - Time to implement the bidding package. c) For each type of goods and equipment in the bidding package, the Investor must publish the following information: - Goods name; - Wattage; - Features and technical specifications; models, part numbers, labels; - Origin; - Awarded of bidding unit price. d) List of unselected bidders and brief reasons of each bidder for not being selected. 33.2. In case of bidding cancellation as prescribed in point a, ITB 32.1, in the notice of bidder selection results and on the National bidding network must be clearly stated the reason for cancellation of bidding.
34. Change in volume of services	34.1. When awarding the contract, Vietsovpetro has right to increase or decrease volume of services listed in Chapter V – Scope of Supply provided that this change does not exceed the percentage specified in the BDS and not affect unit price or other conditions in Bid Proposal and Invitation to Bid. 34.2. Additional purchase option Prior to the expiration of the contract, the Inventor is entitled to purchase additional service volumes of the bidding package, exceeding the volumes specified in Chapter IV, provided that it does not exceed the ratio, prescribed in BDS.
35. Notice of Bid Proposal acceptance and contract award	35.1. After publishing the notice of bidder selection results, Vietsovpetro send a notice of acceptance of the Bid proposals and award the contract, including requirements on measures of contract performance guarantee, completion time, and contract signing. VND according to the provisions in Form as prescribed in Part 3 for the awarded bidder. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract or submit the contract performance guarantee within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder shall be disqualified and shall not be refunded the value of Bid bond as prescribed in Section 18.5 ITB. The period of time stated

	in the notice of bid proposal acceptance is calculated from the date Vietsovpetro sending this acceptance notice to the awarded bidder on the Nation bidding network. 35.2. The method for signing contract using electronic signatures (for Vietnamese Bidders) shall be as specified in the BDS.
36. Conditions for signing contract	36.1. At time of signing contract, Bid Proposal of the selected bidder are still valid. 36.2. At time of signing contract, the selected bidder must ensure to meet requirements on technical and financial capability for implementation of the bidding package. If the bidder no longer meets basic requirements of capacity and experiences prescribed in Invitation to Bid, then Vietsovpetro shall refuse to sign contract. Vietsovpetro shall therefore cancel previous decision on approval of bidder selection result and contract award and shall invite the bidder who is ranked at the next position for contract negotiation. 36.3. Vietsovpetro must ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.
37. Contract performance guarantee	37.1. Before signing a contract or the contract comes into effect, the bidder shall provide contract performance guarantee in a form of guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law as specified in Part 3 or pay a deposit or bank transfer to VSP's account or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of a foreign non-life insurer duly established under the law of Vietnam. In case the bidder uses guarantee for contract performance, Chapter VIII – Bidding forms or another form accepted by Vietsovpetro shall be applied. 37.2. The bidder shall not be entitled for the returning of the contract performance guarantee in the following cases: a) The bidder refuses to perform the contract after the date the contract comes into force; b) The bidder violates agreements in contract; c) The bidder delays in performing contract due to the bidder's fault but refuse to extend the validity of contract performance guarantee.
38. Handling of Complaints in Bidding	38.1. When bidder's legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to Vietsovpetro with respect to procurement process, bidder selection result according to the regulations of Vietsovpetro. 38.2. In case of petition to Vietsovpetro, the bidder shall send the petition to the address specified in the BDS.
39. Monitoring, supervising of Bidder selection process	When detecting violated behavior or content inconsistent with the provisions of bidding law, the bidder is responsible for notifying the organization, individual performing the monitoring task and supervision as prescribed in the BDS.

Chapter II. BIDDING DATA SHEET

ITB 1.1	Name of employer: Vietsovpetro – PC Block 04/3
ITB 1.2	Title of bidding package: Gas-oil Contract (GOC) Logging service for TU-8 and TU-8ST (91-DV-2114/26-DVL) Name of project: Vietsovpetro’s procurement plan 2026 Block 04/3 Quantity and part number of parts in bidding package: 01 Vietsovpetro will evaluation and selection following Whole package of services. Technical requirement see Attachment 1 of PART IV. Technical Evaluation Criteria see Attachment 2 of PART IV.
ITB 1.3	Time for implementation of contract: In the quarter IV of 2026 and the quarter I of 2027 (Exact time depends on production conditions and weather), approximately 21 days for each well (including 3 days of measurement and 18 days of waiting).
ITB 3	Source of funding: Vietsovpetro’s financial plan for production activities in the year 2026 for Block 04/3
ITB 5(d)	Competitiveness in the bidding must be ensured by following rules: - Bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with: Vietsovpetro, except in the case of: (i) The bidder is an affiliate or subsidiary of a state-owned corporation or group whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or group. (ii) The bidder is a parent company, subsidiary, or affiliate of a state-owned corporation or group whose main production and business lines are suitable for products and services under the bid package, and this bid package belongs to its subsidiary or affiliate. - The bidder does not either have a shareholding or equity contribution relationship with consultants or have a shareholding or equity contribution representing more than 20% of equity owned by a third party being an entity or a natural person, specifically as follows: + Consulting on preparation for technical design: + Consulting on verification of bid price: + Consulting on supervision of contract execution and inspection: + Consulting on preparation for the BD: + Consulting on appraisal of the BD: + Consulting on evaluation BDBs: + Consulting on appraisal of bidder selection results: + Project management consulting, contract management, other consulting services whose work is directly related to the bid package: - The bidder does not belong to the same agency or organization directly managing the consultants (mentioned above) *. - Public sector entities and employers, procuring entities that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations

	on legal and financial independence between the bidder and the employer and the procuring entity. - Public sector entities and enterprises that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - The ratio of shares, equity contributions between the parties is determined at the deadline for submission of bids and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value. In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula: $\text{Ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ Of which: X_i: Equity ownership ratio of other organizations and individuals in the i-th joint venture member; Y_i: Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement; n: Number of members participating in the joint venture *Only evaluate this content for bidders that are public sector entities"
ITB 5(h)	Bidders have to register procurement information on the National bidding network: <u>To be applied</u> - Bidders are to provide confirmation of information registration on the national bidding network system in according to the Circulars issued by Ministry of Planning & Investment for providing provisions on posting information about bidding, on the roadmap for applying online Contractor selection, and managing the use of the value of bidding guarantee, ensuring the performance of non-refundable contracts: <u>Detailed instructions of the National bidding network system are on the website: http://muasamcong.mpi.gov.vn</u>
ITB 7.1	The amendment of Invitation to Bid shall be published in national bidding network at least 03 working days before the Deadline for bid submission.
ITB 7.2	Requests for clarification should be received by Vietsovpetro no later than 05 working days prior to the Deadline for bid submissions.
ITB 7.3	Pre-bidding conference: "no".
ITB 8	Cost of bidding: Interested bidders can buy Invitation to Bid with non-refundable cost of VND 500,000.00/set (in word: Five hundred thousand Vietnam Dong/set).
ITB 10.10	The Bidder shall submit the following additional documents in its bid proposal: Scope of services, scope and work and Technical Documentation as required Technical Requirement (Part 2 Chapter V: Scope of services, Scope of works and technical documents in ITB).

ITB 12.1	Bidder is allowed to submit technical alternative. The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.
ITB 13.2	The parts of bidding package: Following ITB 1.2
ITB 13.5	In the detailed price quotation table, bidder shall offer prices according to the following requirements: <u>For services:</u> The bidders offer prices as Template 2, Chapter IV – Bidding form. In the price quotation, bidders shall analyze the contents of components in the offered prices as follows: - The offered prices shall include costs of services – included but not limited to: supplying of Equipments, charges of mobilization / demobilization / installation for Equipments, charges of Personnel and charges for renting the Equipments to perform the services, - All rates and prices shall remain fixed for the duration of contract and shall not be subject to escalation or revision. - The bidding price of the bidder must include all the necessary costs to implement the tender package, including taxes, fees and charges (if any). Taxes, fees and charges are applied at the tax rates, fees and charges as stipulated at the time of 28 days prior to the bid closing time. <u>Note for foreign bidders:</u> Vietsovpetro will calculate and add FCWT 15.79% into the offered price for comparison and evaluation. - Offers should include the cost of accompanying technical services for the implementation of the bidding package.
ITB 17.1	The Bid proposal shall be valid for: ≥ 90 days from the deadline for bid submission.
ITB 18.2	Contents of Bid Bond: The amount and currency of the Bid Bond shall be: 2,800.00 USD or 70,000,000 VND The Bid Bond shall be valid for: ≥ 120 days from the Deadline for bid submission. In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: (VND) 008.100.113. 5976 Beneficiary: Vietsovpetro - PC Block 04-3 VIETCOMBANK, Vung Tau Branch
ITB 18.4	The Bid Bond of unsuccessful Bidders shall be returned or released in maximum 14 days from the date of Notification of Bidder selection Result.
ITB 19.1	The Deadline for bid submission is: Time: at 09h00 (local time) Date: July, 15th 2026
ITB 19.3	Bidders shall submit their Bid Proposals to:

	Recipients: Vietsovpetro Address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh city, S.R. Vietnam
ITB 19.4	Payment for Invitation to Bid shall be made by Telegraphic Transfer to the following Vietsovpetro's account: Account No. 008.100.000001.1 (VND) Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch Please indicate: Payment for Invitation to Bid – Package No.91-DV-2114/26-DVL
ITB 20.1	In addition to original of Technical Proposal and Financial Proposal, the quantity of copies of Technical Proposal (as per required in technical requirement), Financial Proposal (01 copy). In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or technical alternative. Note: Quantity of Proposal: + Technical Proposal: 01 original and 02 copies; + Financial Proposal: 01 original; + Soft copy: 01 USB included scanned Technical Proposal, Financial Proposal and native excel file of Financial Proposal; + All of the Proposals shall be sealing and marking as requirement in Chapter I point 21.
ITB 21.1	The Bid proposal shall be opened publicly at: Time: at 09h30 (local time) Date: July, 15th 2026 at the following address: Vietsovpetro, 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh city, S.R. Vietnam
ITB 23.4	Bidders themselves can provide such evidence to the Procuring entity within 07 days from the deadline for submission of bids.
ITB 27.2	Total value of sub-contractor(s) shall not exceed: 0 % of total value of Bid proposal. Specialized sub-contractor: Not applicable.
ITB 28.2	Calculation of preferential treatment: “Service that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of bidders for comparison and ranking.”;
ITB 29.1	Bid proposal evaluation methods: a. Evaluation of the bidder's capacity and experience: using Pass/Fail criteria b. Technical evaluation: <i>to apply evaluation method using Pass/Fail or Yes/No criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria</i> c. The price evaluation: <i>to apply lowest price method for Whole package in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.</i>

ITB 31.5	Ranking of bidders: <i>the bidder who has the lowest price for Whole package after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.</i>
ITB 34.1	The maximum percentage by which scope of supply may be increased is: <i>Not applicable.</i> The maximum percentage by which scope of supply may be decreased is: <i>Not applicable.</i>
ITB 34.2	Additional purchase option: <i>Not applicable.</i>
ITB 35.2	Bidder shall provide information on electronic signatures (if any) as stipulated in Bidding form No. 19, Chapter IV- Bidding form.
ITB 38.2	Employer's address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh city, S.R. Vietnam, Tel: (84 254) 3 839 871, Fax: (84 254) 3 839 857
ITB 39	Address of organization, individual in charge of supervision: Mr. Vu Mai Khanh - General Director of Vietsovpetro 105 Le Loi, Vung Tau Ward, Ho Chi Minh city, S.R. Viet Nam Fax: 84-254-3839857

CHAPTER III: BID PROPOSAL EVALUATION CRITERIA

Section 1: Verification and evaluation the eligibility of Bid Proposal

1.1 Verification the Bid Proposal:

- a) Verify the number of original and copies of the bid proposal;
- b) Verify the documents comprising the original Bid proposal including: administrative documents, legal documents, Bidder's capacity and experience documents, technical proposal as stipulated in Invitation to Bid, in which there are: Application for Bidding, Consortium Agreement (if any), Power of Attorney for signing Application for Bidding (if any); Bid Bond or pay a deposit or bank transfer to VSP's account or submit a certificate of surety bond insurance; documentary evidence establishing the Bidder's eligibility to bid; documentary evidence Bidder's capacity and experience; technical proposal; financial proposal and any other relevant documents of Bid Proposal as stipulated in ITB 10;
- c) Verify the consistency of contents between the original and copies for detailed evaluation process of bidding package.

1.2 Evaluation the eligibility of Bid Proposal

A Bid proposal is considered eligibility when it fully meets the following requirements:

- a) The Bidder submits the original of Bid proposal.
- b) The Application for Bidding is signed and stamped (if any) by the legitimate representative of the bidder as required by Invitation to Bid. For consortium, the Application for Bidding is signed and stamped (if any) by the legitimate representatives of each member of the consortium or the authorized leader member of the consortium sign the Application for Bidding according to responsibilities in written agreement of consortium.
- c) Bidding prices in Application for Bidding must be detailed, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in Summary of bidding price table. Bidders are required not to propose different bidding prices or conditions that put Vietsovpetro in disadvantage.
- d) The validity period of the Bid proposal must meet the requirements stipulated in ITB 17.1
- e) The Bid Bond/Deposit must satisfy all the requirements as stipulated in ITB 18.3.
- f) The bidder is not named in 2 or more Bid proposals as a main bidder (independent bidder or a member of consortium) in one bidding package. In case the bidding package is divided into many independent parts, the bidder is not named in 2 or more Bid proposals as the main bidder for the parts that bidder participates.
- g) For consortium, written agreement of consortium is signed and stamped (if any) by the legitimate representative of each member of the consortium and the consortium agreement must specify the detail scope of work and estimated respective percentage that each member will implement as Bidding Form No. 3, Chapter IV, Bidding Form.
- h) The bidder is eligible as stipulated ITB 5.

Bidders who submit eligible bid proposals shall be considered and evaluated on their capacity and experience.

Section 2: Capacity and experience evaluation criteria

2.1 Capacity and experience evaluation criteria

Capacity and experience evaluation criteria are implemented according to Table No. 01 of this Chapter. Contractors are evaluated as being qualified and experienced when meeting all evaluation criteria. The qualifications and experience of the subcontractors will not be considered when evaluating the main contractor's bids. The main contractor itself must meet the evaluation criteria for capacity and experience.

In case the currency mentioned in similar contracts or confirmation of payment of the Investor for non-consulting service provision contracts performed or tax payment declaration or related documents proving capacity, the contractor's experience is not in VND, when preparing the Bid, the Bidder must convert it into VND stated in the Bid as a basis for evaluation of the Bid. The foreign exchange applied is the selling rate of Vietcombank at the date of signing the such contract(s).

In case the contractor participating in the bid is the parent company (for example, a corporation) that mobilizes its subsidiaries to perform a part of the work of the bidding package, the contractor must specify the part of the work for these subsidiaries as Form No. 17c Chapter IV. The evaluation of experience in performing similar contracts is based on the value and volume of work undertaken by the parent company and subsidiary companies in the bidding package.

For Consortium, capacity and experience will be defined by the aggregated capacity and experience of each member of Consortium, but it must be assured that each member of Consortium must satisfy the requirement of capacity and experience for the volume of work implemented by him; if any of the members in Consortium do not satisfy the capacity and experience criteria, the Consortium will be evaluated as fail to meet the requirement on capacity and experience.

Sub-contractors' capacity and experience will not be considered in the evaluation of the Bid proposal of main Bidder (unless the Invitation to Bid allows to use specialized sub-contractor). The main bidders themselves must satisfy criteria on capacity and experience (not considered the sub-contractors' capacity and experience)

In case application of pre-qualification, if there are changes in capacity and experience when submitting the bid proposal in comparison with the information in the evaluated pre-qualification documents, the bidders must update their capacity and experience; in case there is no change in bidders' capacity and experience, the bidders must send a written commitment that they still satisfy the bidding package's requirements.

If there is no pre-qualification, the evaluation of capacity and experience will be carried out in accordance with the following evaluation criteria, the bidders are considered "pass" the capacity and experience requirements if they satisfy all the criteria.

Tab. 1

Criteria on capacity and experience			Compliance Requirements			Documents
No.	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
1	Historical Contract Non-Performance	From <i>01 January 2021⁽¹⁾</i> to the Deadline for bid submission, non-performance of a contract did not occur due to Bidder's fault ⁽²⁾	must meet requirement	not applicable	must meet requirement	Form 08
2	Fulfill your tax obligations	Has fulfilled tax obligations ⁽³⁾ of the latest fiscal year compared to the time of bid closing	must meet requirement	not applicable	must meet requirement	Commitment along with the Application for bidding
3	Average Annual business activity Turnover (Excluding VAT)	The Bidder's net worth for the last year to the bid submission deadline **: No required (Calculated as the difference between total assets and total liabilities). Minimum average annual turnover (excluding VAT) of following value within the last 03⁽⁴⁾ years : ≥ 200,000.00 ⁽⁵⁾ USD / 5,250,200,000 VND <i>(Incase Company of the Bidder established less than ... years, the value of Average annual business activity turnover will be sum total value of business activity turnover and divide to total number of years have activities)</i>	must meet requirement	must meet requirement	not applicable	Form 09
4	Experience on implementing Contracts of supplying similar Service	Participation in at least 01 contract as described hereunder that has been successfully or substantially completed ⁽⁶⁾ as main Bidder (individually or member of Consortium) or sub-contractor within the last 05 ⁽⁷⁾ years (to the deadline for bid submission).	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 13

		The similar contract is: - Type of similar contract: Provision of Wireline Service for oil and gas industry or other industries; ⁽⁸⁾ - Size of similar contract (The minimum value of similar contract): 66,000.00 USD / 1.732,566,000 VND ⁽⁹⁾ - Completion level of similar contract: Successfully completed ⁽¹⁰⁾				
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() For packages providing non-consulting services with goods supply (goods account for 50% of the package), the evaluation criteria required:
Net Asset value must be positive in the most recent fiscal year.**

Note:

(1) Insert the required time, usually from 03 to 05 years before the year of deadline for submission of bids. For example: from 1 January 2019 to the deadline for submission of bids.

(2) Non-performance contracts for the provision of non-consulting service as a result of bidder defaults includes:

- The contract for providing non-consulting services was concluded by the Employer to be non-performance and it is not challenged by the bidder;

- The contract for providing non-consulting services was concluded by the Employer to be non-performance, it is challenged by the bidder, but was concluded by the arbitrator or court in a direction unfavorable to the bidder.

Non-performance contract for providing non-consulting service shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted. Contracts that are behind schedule due to the bidder's default but still completed are not considered non-performance.

For a joint venture bidder in which only one or several members of the joint venture violate and are prohibited from participating in bidding activities as prescribed in Clause 1, Article 125 of Decree No. 24/2024/ND-CP, the remaining joint venture member shall not be considered as having failed to fulfill the contract due to the contractor's fault. In case one or more members of the joint venture violate the contract, are no longer capable of continuing to perform the contract, seriously affecting the progress, quality and efficiency of the bid package, only one or more members of the joint venture that violate the contract will be considered as failing to fulfill the contract, the remaining members will not be considered as failing to fulfill the contract due to the contractor's fault.

(3) The bidder shall provide documents proving that it fulfilled the tax liabilities (personal income tax for bidders who are business households) of the most recent financial year prior to the bid closing time.

(4) Fill the required time, usually from 03 to 05 years prior to the year of bid closing time. In case the bidder's years of establishment is fewer than the required years by the DB, the average annual turnover (excluding VAT) is calculated based on the on the number of established years. In case the contractor's average annual turnover (excluding VAT) meets the required value by the DB, the bidder will still be evaluated without being disqualified. In case bidders are business households, it is not required to

submit financial statements, but bidders must provide documents proving turnover corresponding to tax obligations.

In case the deadline for submission of bids is after the end date of the bidder's fiscal year (year Y) and prior or on the last day of the 3rd month from the end date of year Y, the requirement for submitting financial statements applies to previous years of year Y (year Y-1; Y-2...).

(For example: The closing date for bids is March 20, 2024, the bidder's fiscal year is January 1 - December 31 and the DB requires the contractor to submit financial statements for the last 3 years, the bidder must submit financial statements for the years 2020, 2021, 2022).

For example: Average annual turnover (excluding VAT) of the last 3 fiscal years compared to the deadline for submission of bids. In this case, the deadline for submission of bids is November 15, 2024, then the bidder must submit financial statements for the years 2021, 2022, 2023. The bidder was established in 2022 but the average turnover of 2022 and 2023 meets the required value, the contractor will still be evaluated.

(5) Typical calculation of average annual turnover requirement (excluding VAT):

a) In case the package performance period is 12 months or more, the turnover calculation is as follows:

Minimum requirement for average annual turnover (excluding VAT) = [(Price of package - VAT value)/contract performance period in years] x k. Normally, the k coefficient requirement in this formula is from 1 to 1.5.

b) In case the contract performance period is less than 12 months, the turnover calculation is as follows:

Minimum requirement for average annual turnover (excluding VAT) = (Price of package – VAT value) x k. Normally, the k coefficient requirement in this formula is 1.0.

For insurance packages, it is possible to require a higher average annual turnover than calculated by the above formula, but it must be ensured that it does not limit the participation of bidders.

Note: In cases where turnover requirements are specified, and the bidder participates in multiple parts, the evaluation of the turnover will be based on the total average turnover required for the parts the bidder participates in. If the bidder participates in only one part, only the turnover requirement for that part needs to be met.

(6) For contracts in which the contractor has participated as a joint venture

member or subcontractor, only the value of the work performed by the contractor shall be recorded.

(7) Fill the required time usually 05 years prior to the year of bid closing time. For example: For example, from January 1, 2019 to the time of bid closing time.

(8), Similar contracts:

Provision of services (specify general field) for oil and gas industry or other industries;

Or:

Provision of services (specify general field)

(10) “Successfully completed” means completion of all (**80%**) of contract scope of work.

For contract implemented by bidder as member of Consortium or sub-contractor, only the amount of work implemented by Bidder itself will be considered.

In case the bidder bids one or more than one Part, evaluation of similar contract is based on each respective part offered by bidder. The bidder does not have to comply with the size of total similar contract for all those parts bidder offers.

Table No. X**NOT APPLICABLE****Evaluation criteria for capacity and experience***(For the non-consulting service package divided into multiple parts)*

No.	Identification number of part (lot)	Name of part (lot)	Estimated value of part (lot) (VND)	Average annual turnover (excluding VAT) (VND)	Characteristics of similar contract	Size of similar contract (VND)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

For history of non-performing contracts due to bidder default, tax liabilities are applicable according to Table No.01 of this Chapter.

2.2 Evaluation Criteria for Key personnel and main equipment (evaluated in detail in Section 3 of this Chapter)

a) Requirements on key personnel:

Key personnel are not required for a package of non-consulting services that do not require highly specialized personnel, except for cases where highly qualified and skilled workers are required to perform specific jobs. In case the non-consulting service has specific and complicated elements, it is necessary to have highly qualified, skilled and experienced personnel to undertake it, the requirements for mobilization of key personnel may be raised. to perform these specific and complex tasks. In addition, the key personnel is not required to be unskilled labor for the package of non-consulting services.

Where the Invitation to Bid require key personnel, the Bidder must demonstrate the ability to mobilize key personnel to meet the requirements of the Bid. Key personnel may be on the contractor's payroll or mobilized by the contractor. In case the key personnel declared by the Bidder in the Bid does not meet the requirements of the Bid, the Procuring Entity shall allow the Bidder to clarify, change or supplement key personnel to meet the requirements of the Bid for a period of time. suitable time but not less than 03 working days. For each unresponsive employee, the contractor is only replaced once. In case the contractor does not have a replacement staff that meets the requirements of the Invitation to Bid, the bidder will be disqualified.

Experience in similar jobs is expressed in the minimum number of years of personnel performing similar jobs or the minimum number of contracts in similar jobs. The number of years of experience of the key personnel is calculated from the time the employee starts performing the same job to the time of closing the bid. Bidders must provide details of proposed key personnel on Forms 14, 15(a), 15(b) Chapter IV to demonstrate that they are adequately staffed for the key positions that meet the following requirements:

Table 02: Key personnel

Seq.	Position	Quantity	Experiences in similar jobs	Certs/ Qualification
1			At least ____ year At least ____ contract (s)	

2			At least ____ year At least ____ contract (s)	
...				

b) Main equipment to be mobilized for the implementation of the bidding package:

Based on the size and nature of the bidding package, the Investor and the bid solicitor shall make requirements on the main equipment to be mobilized and the quantity to execute the bidding package accordingly. Only the main equipment is specified for special and special equipment required to implement the bidding package. Equipment can mainly be from the contractor or mobilized by the contractor. In case the equipment declared by the bidder in the Bid does not meet the requirements of the Bid, the Procuring Entity shall allow the Bidder to clarify, change or supplement the equipment to meet the requirements of the Bid within a suitable period of time, but not less than 03 working days. For each non-conforming device, the contractor may only replace it once. In case the contractor does not have replacement equipment that meets the requirements of the Invitation to Bid, the bidder will be disqualified. The Contractor shall provide detailed information on the proposed Major Construction Equipment according to Form No. 16 Chapter IV to demonstrate that he has sufficient equipment to meet the following requirements:

Table 03: Main equipment

Seq.	Equipment / Descriptions	Minimum quantity required
1		
2		
3		
...		

c) In case the contractor wins the bid and signs the contract, the contractor is obliged to mobilize key personnel and key equipment as originally proposed or proposed to change according to the provisions of this Section. In case key personnel and key equipment cannot be mobilized, the contractor will be fined for the contract and assessed for its reputation when participating in other bidding packages. In all cases, if the contractor declares the key personnel and main equipment dishonestly, the contractor must not replace other personnel and equipment; Proposals of the bidders are rejected and the bidders will be deemed to have committed fraudulent acts.

Section 3: Technical evaluation criteria (see Attachment 1)

Section 4: Price evaluation criteria

Lowest price method: *(Applicable)*

For Block 09-1: *(Not applicable)*

To be evaluated by the lowest price method as the following steps:

Determination of lowest price as following steps:

Step 1: Determination of bidding price including all taxes, fees, charges (if any) arisen inside Vietnam.

(For imported material / equipment (if any): In case of using quota of Vietsovpetro for Block 09-1, bidding price includes all taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax / temporary import and re-export tax and VAT for ONLY value of imported goods on customs declaration from using List of exempted goods available for Vietsovpetro in Block 09-1);

Step 2: Rectification of errors (apply in accordance with Note);

Step 3: Adjustment of deviations (apply in accordance with Note);

Step 4: Determination of bidding price after rectification of errors, adjustment of deviations, discount deduction (if any);

Step 5: Conversion of bidding price into a single currency (if any);

Step 6: Determination of preferential treatment value (if any) as stipulated in ITB 31;

Step 7: Ranking the bidders: the Bid proposal which has the lowest bidding price after rectification of errors, adjustment of deviations, discount deduction (if any), conversion of bidding price into a single currency, addition preferential treatment value (if any), including all taxes, fees, charges (if any) arisen inside Vietnam shall be ranked the first.

For other Blocks: *(Applicable)*

To be evaluated by the lowest price method as the following steps:

Step 1: Determination of bidding price including all taxes, fees, charges (if any) arisen inside Vietnam;

Step 2: Rectification of errors (*apply as stipulated in Notes below*);

Step 3: Adjustment of deviations (*apply as stipulated in Notes below*);

Step 4: Determination of bidding price after rectification of errors, adjustment of deviations, discount deduction (if any);

Step 5: Conversion of bidding price into a single currency (if any);

Step 6: Determination of preferential treatment value (if any) as stipulated in ITB 32;

Step 7: Ranking the bidders: The Bid Proposal which has the lowest bidding price after rectification of errors, adjustment of deviations, discount deduction (if any), conversion of bidding price into a single currency, addition preferential treatment value (if any), including all taxes, fees, charges (if any) arisen inside Vietnam shall be ranked the first.

The following content will be considered in the evaluation and ranking stage of contractors:

During the Bid evaluation stage, for proposal of goods originating from countries affected by armed conflict, in state of war, sanctioned or embargoed, and the importation of those may be interrupted and affect the contract performance and delivery schedule, Bidder must provide explanations and commitments on the ability to deliver goods for Vietsovpetro to consider and evaluate.

Based on the actual situation at that time, Vietsovpetro has the sole and exclusive right to review and decide to reject the bids, or not to continue the evaluation, if in the opinion of Vietsovpetro there is any risk to the contract performance and delivery schedule. In that case, the Vietsovpetro at its sole and absolute discretion will have the right to consider and remove these Bidders from the ranking list.

Notes:

1. Rectification of errors

Provided that the bid proposal substantially satisfies Invitation to Bid, Vietsovpetro shall rectify arithmetical errors and other errors on the following basis:

a) Arithmetical errors include mistakes from calculation such as: addition, subtraction, multiplication, division when calculating bidding price. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected; If there is unusual differences in unit price due to decimal errors (10 times, 100 times, 1000 times), the total price should be used as a legal basis for correction; when the bidder fills without price or “0” in the column of unit price and total price, price of this item shall be deemed to be allocated among the prices for the other items of work of the package and Bidder will not be paid for by Vietsovpetro during contract performance.

In case the Bidding Document requires a detailed unit price analysis, the figures stated in the detailed unit price breakdown table of the bid proposal shall be used as the basis for rectification of arithmetic errors.

b) Other errors:

- If the Total price column is filled without the corresponding unit price, the unit price shall be determined by dividing the total price by the quantity; if the unit price is filled in, but the total price is missing, the total price shall be determined by multiplying the quantity by the unit price; if one of the items has the unit price and total price filled in, but the quantity is missing, the quantity shall be determined by dividing the total price by the unit price of that particular item. In case the aforesaid quantity that has been additionally defined is different from the quantity mentioned in the Invitation to Bid, that value difference is the deviation in the scope of supply, which shall be adjusted under regulations specified in Step 3;

- Mistake in Unit must be corrected to meet the requirements specified in the Invitation to Bid;

- Mistakes in using comas (instead of periods) and vice versa shall also be corrected in accordance with the written in Vietnamese customary. If Vietsovpetro determines the obvious mistake in placing of comas and periods, the total price shall prevail and the unit price shall be corrected;

- If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected;

- If there is a discrepancy between words and numbers, the amount in words shall used as a legal basis for correction. If the amount expressed in words is incorrect, then the number after rectification of error as stipulated in this article should be used as a legal basis for correction.

2. Adjustment of deviation

a) In case of deviation in the scope of supply compared to the Invitation to Bid, what is deficient shall be added, and what is redundant shall be subtracted according to respective unit price in the Bid proposal of bidder that has deviation;

In case of deficient deviation (lack of items of work in comparison with the scope of supply), if there is no respective unit price in the Bid proposal with deficient deviation, the adjustment of deviation will be as follows:

The highest unit price offered for such item of Bid proposals which pass the Technical evaluation shall be used as legal basis for adjustment of deviation. In case the Bid proposals passed the Technical evaluation has no unit price, unit price in the value of bidding package shall be used as legal basis for adjustment of deviation. In case not having value of bidding package, unit price for calculating price of bidding package shall be used as legal basis for adjustment of deviation.

In case only one bidder passes the Technical evaluation, adjustment of deviation shall be made based on respective unit price in the Bid proposal of this bidder; In case this Bid proposal has no respective unit price, unit price in value of bidding package shall be used. In case not having value of bidding package, unit price for calculating price of the bidding package shall be used as legal basis for adjustment of deviation.

b) In case the bidder fails to include taxes, fees or charges required to be paid as specified in the Bidding Document, Vietsovpetro shall add such costs to the bid price. Such costs shall not be considered as deficient deviation.

c) In case bidder has discount letter, rectification of errors and adjustment of deviation shall be made based on bidding price without discount. Percentage (%) of deficient deviation shall be

determined on basis of comparison of bidding price in Application for Bidding.

- d) In case the bidder whose bid proposal, after adjustment of deviations, is ranked first and invited for contract negotiation, the unit price used for negotiating the deficient deviation shall be the lowest unit price offered for the corresponding item among the other bid proposals that have passed the technical evaluation.

Any bid proposal having the total value of deficient deviations exceeding 10% of the bid price shall be rejected.

Section 5: Technical alternative (*If applied*)

Bidder is allowed to submit Technical alternative and requested to identify clearly which is “**The Main offer**” and which is “**The alternative offer**” in the Proposal.

Note: Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.

Section 6: Bidding package with multiple independent parts (*If applied*)

If the bidding package is divided into multiple independent parts as stipulated in ITB 1.2, implement as follows:

1. The evaluation and approval of the winning of bid will be carried out on the basis that the total proposed bid winning prices of the bidding package are lowest (for lowest price method); the total evaluated prices are lowest (for evaluated price method); the total proposed bid winning prices shall not exceed the approved value of bidding package but are not compared to the estimated value of each part.
2. There is one contract if only one bidder wins all the parts of the bidding package. There are many contracts if many bidders win the different parts of the bidding package.

Section 7: The right to unilaterally terminate contract negotiations with the first-ranked contractor in in contract negotiation satge.

For the proposal of goods originating from countries affected by armed conflict, in state of war, sanctioned or embargoed, and the importation of the those may be interrupted and affect the contract performance and delivery schedule, explanations and commitments on the ability to deliver goods must be provided by the Bidder for Vietsovpetro to consider and evaluate.

Based on the actual situation at that time, Vietsovpetro will have the sole and exclusive right to review and decide to reject the proposals of those goods, or not to continue the evaluation, if in the opinion of Vietsovpetro there is any risk to the contract performance and delivery schedule. In that case, Vietsovpetro at its sole and absolute discretion will have the right to stop contract negotiation, and the next ranked bidder will be invited to negotiate the contract.

CHAPTER IV: BIDDING FORM

No.	Form name	Form No.	Content
1	APPLICATION FOR BIDDING	Form No. 1	
2	POWER OF ATTORNEY	Form No. 2	Only applicable in case the legal representative of the authorized contractor in the bidding
3	CONSORTIUM/ JOINT BIDDER AGREEMENT	Form No. 3	Only applicable in the case of a consortium bidder participating in the bid
4	GUARANTEE FOR BID PARTICIPATION	Form No. 4(a)	Applied for independent bidder submit bid bond in form of bank guarantee
		Form No. 4(b)	Applied for consortium bidders submit bid bond in form of bank guarantee
		Form No. 4(c)	Deposit
5	BIDDING PRICE SCHEDULE OF SERVICES	Form No. 5	
6	BIDDER'S INFORMATION FORM	Form No. 6(a)	
	INFORMATION FORM FOR CONSORTIUM BIDDER's MEMBERS	Form No. 6(b)	Only applied for consortium bidders
7	LIST OF COMPANIES TO PERFORM THE WORK OF BIDDING PACKAGE	Form No. 7	Only applicable in case the bidder is the parent company
8	HISTORICAL CONTRACT NON-PERFORMANCE	Form No. 8	
9	BIDDER'S HISTORICAL FINANCIAL PERFORMANCE	Form No. 9	
10	AVERAGE ANNUAL TURNOVER	Form No. 10 (Not applicable)	Only applicable when stated in ITB
11	FINANCIAL RESOURCES	Form No. 11	Only applicable when stated in ITB
12	MONTHLY FINANCIAL RESOURCES	Form No. 12	Only applicable when stated in ITB

No.	Form name	Form No.	Content
	REQUIRED FOR EACH CONTRACTS IN PROGRESS		
13	SIMILAR CONTRACT PERFORMED BY BIDDER	Form No. 13	
14	PROPOSED KEY PERSONEL	Form No. 14	Only applicable when stated in ITB
15	PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL	Form No. 15 (a)	Only applicable when stated in ITB
	PROFESSIONAL EXPERIENCE	Form No. 15 (b)	Only applicable when stated in ITB
16	LIST OF EQUIPMENT	Form No. 16	Only applicable when stated in ITB
17	SCOPE OF WORK USING SUB-CONTRACTORS	Form No. 17(a)	Only applicable when using sub-contractors
	LIST OF SPECIALIZED SUB-CONTRACTORS	Form No. 17(b)	Only applicable when SPECIALIZED SUB-CONTRACTORS IS ALLOWED as stated in ITB
	LIST OF SUBSIDIARIES TO PERFORM THE WORK OF BIDDING PACKAGE	Form No. 17(c)	
18	SOLUTIONS AND METHODOLOGY PROPOSED BY THE BIDDER TO PROVIDE NON-CONSULTING SERVICES	Form No. 18	
17	BIDDER'S INFORMATION AND COMMITMENT (ONLY FOR VIETNAMESE BIDDERS)	Form No. 19	

APPLICATION FOR BIDDING¹

Date: (Date of signing application for bidding)
 Name of bidding package:..... (Name Package according to Bid Announcement)
 Name of project: (Name project)
 Bid invitation No. :(In case of limited tendering)
 Attention to: (full name and address of employer)

After studying the Invitation to Bid and the documents for Amendment of the Invitation to Bid [insert the code of the amendment documents, if any] that we have received, we [insert the name of the bidder] commit to execute [name of bidding package] as required by the Invitation to Bid at the total amount of [specify in number, in words, and currency of bid proposal] ² and the summary of bidding price.

In addition, we voluntarily offer a discount with amount: ____ [specify in number, in words, and currency of bid proposal].

The bidding price after application of discount is: ____ [specify in number, in words, and currency of bid proposal].³

Validity of the Proposal⁴: ____ [write the validity period from the deadline for submission of bids in accordance with the BDS] days, from the deadline for submission of bids.

Bid Security: ____ [State the value in figures, in words and in currency of the bid security]

Validity of Bid Security: ____ [insert validity period from deadline for submission of bids]

Time for contract implementation: (Total time to perform all work required in Bidding package)⁵

We commit:

1. We are not in the process of carrying out dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or cooperative group registration certificate revoked, not in a case of insolvency according to the provisions of the law on bankruptcy (not in the process of ceasing operations or having its business household registration certificate revoked for Bidders that are household businesses).
2. We do not violate regulations on ensuring fair competition in bidding.
3. We have fulfilled the tax liabilities of the most recent fiscal year prior to the deadline for submission of bids.
4. We are not being under suspension from participating in bidding according to the provisions of the law on bidding.
5. We are not being prosecuted for criminal liability (the household owner is not being prosecuted for criminal liability in case the bidder is a business household).
6. We do not proceed any practices of corruption, bribe, collusion, obstruction and other violated provisions of the law on procurement when participating this package.
7. The information declared in the bid is truthful.
8. In case of winning the bid, the Proposal and clarification, supplemental documents of the Proposal constitute the agreement of responsibilities between the two parties until the contract is signed.
9. If our bid is accepted, we shall furnish a performance security as specified in IBT 40 of the Bidding document.

Legitimate representative of the bidder⁶
(Specify name, title, sign and stamp)

Notes:

¹ Application for bidding must be filled with sufficient and accurate information of Vietsovpetro, Bidder, the validity duration of Bid proposal, signed and stamped by legitimate representative of the bidder.

² Bidding prices in Application for bidding must be specific, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in price list. Bidders are required not to propose different bidding prices or conditions that put Vietsovpetro in disadvantage. In case of multiple parts, the Bidder must write the total bidding price of each parts and total bidding price of all parts that bidder participates.

³ Specify discount for the whole bidding package or for one or many works, items (specify detailed discounted works, items)

⁴ The validity of Bid proposal shall be counted from the date of Deadline for bid submission to the last date of validity period as stipulated in the Invitation to Bid. From the time of Deadline for bid submission until 24:00 of the date which has the deadline for bid submission is considered as one day.

⁵ Duration of contract implementation in Application for bidding must be in accordance with Technical proposal and completion schedule specified in the Bid Proposal.

⁶ If legitimate representative of bidder authorizes the subordinate to sign the application for bidding, the bidder must submit Power of Attorney according to Form No.2 of this Chapter; if the company's Charter/regulations or other related documents have the assignment of responsibilities to subordinates to sign application for bidding, the bid proposal must include these documents (no Power Of Attorney is required in accordance with Form No.2 of this Chapter).

For consortium, the application for bidding must be signed by the legitimate representative of each member of the consortium, except in Consortium agreement (as in Form No.3 of this chapter), the members of Consortium agree to authorize the leader member of the consortium to sign the Application for bidding. If each member of consortium has its own authorization, apply as for independent bidders. If the bidder wins the bidding package, the bidder must present to the Employer the notarized/certified copy of these documents before signing the contract. If the information declared is not accurate, the bidder is considered violation of ITB 3.

POWER OF ATTORNEY ¹

Date ____/____/20____, at ____ [name of place]

I ____ (Insert Name, ID/passport number, position of Legitimate representative of the bidder), Legitimate representative of ____ (insert the bidder name) at ____ (insert address of bidder), to issue this Power of Attorney to:

Mr/Mrs. ____

ID/Passport number ____

Position ____

To do, execute and perform the following acts and things during the process of participating the Bidding package ____ [Name of Bidding Package] of Project ____ [Name of project] held by Vietsovpetro:

- [-Sign the Application for bidding forms of Technical Proposal and Financial Proposal;
 -Sign the Consortium agreement (if any);
 -Sign all documents, correspondences to Vietsovpetro during the bidding process, including the written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written request to withdraw, modify or substitute the bid proposal;
 -Negotiate and finalize contract with Vietsovpetro;
 -Sign the Bidder's arising claims (if any);
 -Sign contract with Vietsovpetro (if awarded the Bidding package)] ²;

The Attorney shall perform the acts within the scope of Power of Attorney as the legitimate representative of ____ [name of bidder].

The Mandator, ____ [Legitimate representative of the bidder] will be completely responsible for acts performed by the Attorney in the scope of Power of Attorney.

This Power of Attorney is valid for the period from.....to³ and will be made in originals, of which will be retained by Mandator;of which will be retained by Attorney and the rest will be retained by Vietsovpetro. All original copies hereof are identical and legally equal.

Attorney
(Signature)

Mandator
(Signature)

(Name, position and stamp (if any))

(Name, position and stamp (if any))

of Legitimate representative of the bidder)

Note:

¹The original of this Power of Attorney must be submitted to Vietsovpetro together with the application for bidding as stipulated in ITB 19.3. Legitimate representative of bidder gives the power of attorney to the deputy, subordinate, branch's manager, chief of bidder's representative office to perform one or more above mentioned listed acts. The stamp used in case of power of attorney can belong to the bidder or to the entity of the Attorney. The Attorney can not subsequently give this authorization to another.

²The scope of Power of Attorney may include one or more above mentioned listed acts.

³.Specify the date the power of attorney come into force and expiry date, in accordance with the bidding process.

CONSORTIUM / JOINT BIDDER AGREEMENT ¹

_____, day ____ month ____ year ____

Bidding package: _____ [*name of bidding package*]Under the project: _____ [*name of project*]- Based on the Invitation to Bid _____ [*name of bidding package*] date ____ month ____ year
_____ [*date recorded on the Invitation to Bid*];

We, the representatives of the parties sign the Consortium Agreement, including:

Names of Consortium members _____ [*name of each consortium member*]

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

Power of Attorney No. ____ date ____ month ____ year _____ (*in case of authorization*).

The parties (hereinafter referred to as members) agreed to sign this Consortium Agreement with the following contents:

Article 1. General principles1. The members voluntarily establish a Consortium to participate in the bidding package _____ [*name of bidding package*] under the project _____ [*name the project*].2. The members agree the name of the Consortium for any transactions related to this package as: _____ [*name of the Consortium as Agreement*].

3. The members commit that there is not any member to arbitrarily join independently in this bidding package or join consortium with other members to participate in this bidding package. In case of winning the bid, all members of the Consortium shall sign the Contract and there is not any member to have the right to refuse performance of the responsibilities and obligations stipulated in the Agreement. In case a member of the Consortium refuses to fulfill their own responsibilities as agreed or violates the provisions of the signed contract, such member shall be handled as follows:

- Compensating for damages to the parties in the consortium;
- Working with members of the Consortium to compensate for all damages to the Vietsovpetro in accordance with the provisions stipulated in the Contract (corresponding to the proportion of each member specified in Article 2 of this Agreement);
- Other forms of handling _____ [*Specify other forms of handling*].

Article 2. Assignment of responsibilitiesConsortium members agree to assign responsibilities for implementation of the bidding package _____ [*write name of bidding package*] under the project _____ [*write name of project*], for each member as follows:

1. Leader of the consortium:

The parties agree to authorize to _____ [Write name of a party] as a leader of the consortium, representing the Consortium in the following part of work ²:

- Signing the application of bidding;
- Sign all documents, correspondences to Vietsovpetro during the bidding process, including the written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written requests to withdraw, modify or substitute the bid proposal;
- Performing Bid Bond on behalf of Consortium;
- Participating in the process of negotiation and finalization of the Contract;
- Performing Performance Bond for the entire Consortium in case the Consortium wins the bid;
- Signing the Bidder's arising claims (if any);
- Performing all obligations of the Consortium which are not specified in the Table of Responsibility between the Consortium members in item 2 as follows;
- Performing other works except for signing Contract _____ [specify the detail content of other jobs (if any)].

2. The members of the Consortium agree to assign the responsibility of members as following table ³:

No.	Name	Content of assigned work	Respective percentage to total bidding price	Amount by percentage to total bidding price
(1)	(2)	(3)	(4)	(5)
1	Name of the first member (Leader of the Consortium)	- Work 1: _____	_____ %	_____ VND/USD
		- Work 2: _____		
		- Work 3: _____		
				
2	Name of the second member	- Work 1: _____	_____ %	_____ VND/USD
		- Work 2: _____		
		- Work 3: _____		
				
....				
Total		All work of bidding package	100%	_____ VND/USD

3. The payment method for the Consortium in case of winning the bid and signing a contract with the Investor [PIC insert name Vietsovpetro or others block] is as follows:

- The Investor shall make direct payment to each member of the Consortium in accordance with the payment schedule specified in the Contract with the distributed amount corresponding to the proportion of workload agreed by the Consortium members and shown in column (4) of the Table of Responsibility in item 2 of this Consortium Agreement.
- Each member of the Consortium shall issue a Legal Invoice in accordance with the amount of the work performed by such Consortium member pursuant to the progress of each payment specified in the Contract

Article 3. Validity of Consortium Agreement

1. This Consortium Agreement valid from its signing date.
2. This Consortium Agreement shall be determined to be invalid in the following cases:

- In case the Consortium wins the bid, this Consortium Agreement is an integral part of the contract signed with the Vietsovpetro and shall only be terminated when the parties fulfill their responsibilities and obligations and complete the liquidation of the contract;
- The parties agree to terminate;
- The Consortium does not win the bid;
- Cancellation of bidding package _____ [Write name of bidding package] under the project _____ [Write name project] as notified by the Vietsovpetro.

Consortium Agreement is made in ____ copies, each party keeps ____ copy, each having equal legal force and authenticity.

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER

[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBERS

[Full name of each member, title, signature and stamp]

Note:

¹ Depending on the size and nature of bidding package, the content of agreement as in this form can be amended appropriately. If the bidding package is divided into multiple independent parts, the consortium agreement must specify clearly the name, reference number of parts that the consortium participates, specify mutual responsibility and separate responsibility of each member in accordance with respective parts that bidder participates.

² The scope of authorization may include one or more above mentioned listed acts

³ Bidder must specify the detail work and the estimated percentage of respective value that each member will implement, mutual responsibility and separate responsibility of each member, including head member of the Consortium.

GUARANTEE FOR BID PARTICIPATION ¹

(BID BOND)

(This form for independent bidder)

Beneficiary: VIETSOVPETRO - PC BLOCK 04/3

105 LE LOI STR, VUNG TAU WARD, HO CHI MINH CITY, S.R. VIETNAM.

(Hereinafter referred to as the employer)

Date: _____ *[Insert date of issue]*

BID GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that*[insert name of the Bidder.]* (hereinafter called "the Applicant") will participate bid for execution of the bidding package_____ *[name of the bidding package]* under project_____ *[name of the project]* according to Bid Invitation letter No/Bid Announcement No._____. *[insert No. of Bid Invitation letter/ Bid Announcement No].*

We *[name of the bank]*, hereinafter referred to as "the bank", pledge Beneficiary to guarantee for the bidder to participate in bidding for this bidding package with an amount of *[specify the value in number, in words, and the currency in use]*.

This guarantee is effective for².days, from the date.....month.....year ³

At the request of the Applicant, we, as Guarantor, hereby unconditionally and irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures, insert amount in words]* within 05 working days upon our receipt of written notice from Beneficiary stating without requiring proof that bidder violates the regulations as follows:

1. Bidder has withdrawn its Bid proposal after Deadline for Bid submission and during the validity period of bid proposal;
2. Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 35.1;
3. Bidder fails or refuses to conduct contract negotiations within 05 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
4. Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure;
5. Bidder does not conduct performance bond in accordance with ITB 43;

The said guarantee amount shall be paid by Guarantor forthwith to Beneficiary notwithstanding any contestation or protest by Guarantor or Applicant or by any third party, and irrespective of whether or not there is any dispute between Applicant and Beneficiary in respect of or relating to the Bidding package or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

If Applicant is selected as successful bidder: This guarantee will expire immediately if the Applicant signs contract and submit Performance Bond to Beneficiary in accordance with agreement in contract.

If Applicant is not selected as successful bidder: This Guarantee will expire immediately after we receive a copy of the Beneficiary's notification to the Applicant about the result of the Bidder selection; within 30 days after the validity period of bid proposal.

Any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

Legal representative of Bank

[name, position, signature and stamp]

Note:

¹ Apply if Bid Guarantee is in form of Letter of Guarantee from financial institution or foreign bank's branches which is legally operating in Vietnam

² Insert as stipulated in BDS 18.2

³ Insert Deadline for Bid submission as stipulated in BDS 21.1

GUARANTEE FOR BID PARTICIPATION ¹

(BID BOND)¹

(This form for consortium bidders)

Beneficiary: VIETSOVPETRO - PC BLOCK 04/3

105 LE LOI STR, VUNG TAU WARD, HO CHI MINH CITY, S.R. VIETNAM.

(Hereinafter referred to as the employer)

Date: _____ *[Insert date of issue]*

BID GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that*[insert name of the Bidder.]*² (hereinafter called "the Applicant") will participate bid for execution of the bidding package__ *[name of the bidding package]* under project *[name of the project]* according to Bid Invitation letter No...
[name No. of Bid Invitation letter].

We *[name of the bank]*, hereinafter referred to as "the bank", pledge Beneficiary to guarantee for the bidder to participate in bidding for this bidding package with an amount of *[specify the value in number, in words, and the currency in use]*.

This guarantee is effective for³days, from the date.....month... year ⁴

At the request of the Applicant, we as Guarantor, hereby **unconditionally and irrevocably** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_ *[insert amount in figures, insert amount in words]* within 05 working days upon our receipt of written notice from Beneficiary stating without requiring proof that bidder violates the regulations as follows:

- 1) Bidder has withdrawn its Bid proposal after bid submission deadline and _____ during the validity period of bid proposal;
 - 2) Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 35.1;
 - 3) Bidder fails or refuses to conduct contract negotiations within 05 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
 - 4) Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure;
 - 5) Bidder does not conduct performance bond in accordance with ITB 40.
-

If any member of consortium___*[insert name of consortium]* violates the Law, that leads to the Bid Bond not to be returned as specified in Point 15.4 - Instructions to Bidders of Invitation to Bids, then the Bid Bond of all consortium members shall not be returned.

The said guarantee amount shall be paid by Guarantor forthwith to Beneficiary notwithstanding any contestation or protest by Guarantor or Applicant or by any third party, and irrespective of whether or not there is any dispute between Applicant and Beneficiary in respect of or relating to the Bidding package or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; or (b) if the Applicant is not the successful Bidder, upon the earlier of our receipt of a copy of the Beneficiary's notification to the Applicant of the name of the successful bidder within 30 days after the expiration of Bid Proposal.

Any demand for payment under this Bid Bond must be received by us at the office on or before that date.

Legal representative of Bank

[name, position, signature and stamp]

Note:

¹ Applying in case the bid security (bank security) is a letter of guarantee of credit institutions or foreign banks' branches which are established under Vietnamese law. The bank is recommended to use this Bid security (bid bond) form, in case of applying for other different forms that violates one of following regulations: bid security has lower value than required, the validity period of bid security is shorter than regulation prescribed in ITB 18.2, invalid name of Beneficiary, not original and without valid signature or with the disadvantageous conditions to Vietsovpetro, bid security shall be invalid.

² Bidders' name can be one of following cases:

- Name of consortium participates in bid, for instance consortium bidder A + B participates in bid, name of bidders shall be written "Consortium bidder A + B";
- Name of the member undertakes implementation of bid security for the entire consortium or for other partners in consortium, for instance consortium A + B + C participates in bid, case of the consortium agreement appointed bidder A performing bid security for whole consortium, the name of bidder shall be "Bidder A (on behalf of consortium bidder A + B + C), in case the consortium agreement appointed bidder B performing bid security for bidder B and C, then name of bidder shall be written as "Bidder B (for the behalf of bidder B and C)";
- Name of consortium's member perform separate the bid security;

³ Insert as prescribed in point 18.2 Bidding Data Sheet (BDS).

⁴ Insert date deadline for bid submission in accordance with BDS 21.1

**GUARANTEE FOR BID PARTICIPATION
(DEPOSIT)**

Date: (*Date of signing application for bidding*)

Name of bidding package:..... (*Name Package according to Bid Announcement*)

Name of project: (*Name project*)

Bid invitation No. :.....(*In case of limited tendering*)

Attention to: _____ (*full name and address of employer*)

With reference to the above mentioned bidding package, we [*insert the name of the bidder*] hereby would like to confirm as follows:

1. In lieu of the submission of Bid Bond issued by a bank, [*insert the name of the bidder*] shall implement bid guarantee for [*name of bidding package*] in the form of transfer to Vietsovpetro's bank account a deposit amount equivalent to the Bid Bond amount specified in the ITB, i.e [*specify in number, in words, and currency of deposit*]
2. Bidder confirm that Bidder shall comply all conditions as stipulated in Bid bond form of ITB. (*In the event that Bidder confirms not to comply all conditions in the Bid bond's form in ITB, Bidder's bidding proposal shall not be evaluated*)
3. After [*insert the required bid bond validity period*] days from the bid closing date, Vietsovpetro shall transfer deposit amount above to [*insert the name of the bidder*]'s account. [*insert the name of the bidder*] shall be responsible for all the bank fees in connection with this transfer.

4. Vietsovpetro's bank account:

Beneficiary's name: Vietsovpetro

Beneficiary's Bank: Joint Stock Commercial Bank for Foreign Trade of Vietnam – Vungtau Branch

Account Number: 008.100.00000.11 (VND) / 0081370000029 (USD)

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

BIDDING PRICE SCHEDULE OF SERVICES

No.	List of Services	Description of services	Quantity	Unit	Unit price	Total price
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Gas-oil Contract (GOC) Logging service for TU-8 and TU-8ST 3 days of measurement					M1
	Personnel					
	Material					
	Equipment					
2	Gas-oil Contract (GOC) Logging service for TU-8 and TU-8ST 18 days of stand-by					M2
	Personnel					
	Material					
	Equipment					
...	...					
...	...					
	Total bidding price including taxes, fees, charges (if any)					M1 + M2

Legal representatives of bidder
(Name, position, signature and stamp)

Note:

Columns (1), (2), (3), (4), (5): As per in Part 4, Attachment I –Scope of service.

Columns (6), (7): quoted by the Bidder. The Bidder inserts unit price and amount of each service. The Bidder must calculate and include expenses associated with duties, taxes and fees (if any).

When participating in bidding, bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28 days prior to the stipulated deadline for bid submission.

In case the bidder announces the bidding price not including taxes, fees, charges then the Bid Proposal of the bidder will be rejected.

Bidder must offer detail price in compliance with Scope of service in the total estimated cost table in Part 4.

For foreign bidders:

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract outside BUYER's country and Personal income tax (PIT) arisen inside BUYER's country. The Bidding price does not include Foreign contractor withholding tax (FCWT) for service and GOODS in Vietnam. Vietsovetro will calculate

and add FCWT 15.79% into the offered price for comparison and evaluation.
For imported material / equipment (if any), the delivery term is CFR Vietsovpetro port, Vungtau City, S.R Vietnam, Incoterm 2010.

For Vietnamese bidders (for Block 09-1):

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract.

For imported material / equipment (if any):

- Based on the Article 7 of Intergovernmental Agreement dated 27th December 2010 between Socialist Republic of Vietnam and Russian Federation on continuous cooperation in geological exploration, oil and gas exploitation at continental shelf of Socialist Republic of Vietnam, Vietsovpetro is exempted from customs duty in territory of Socialist Republic of Vietnam when moving in/out material, equipments and goods for Vietsovpetro's main production. **Bidders are requested to confirm using quota or not.**
- In case of using quota of Vietsovpetro for Block 09-1, bidding price includes all taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax / temporary import and re-export tax and VAT for ONLY value of imported goods on customs declaration from using List of exempted goods available for Vietsovpetro in Block 09-1.
(When using quota of Vietsovpetro for Block 09-1, quantity of the imported material / equipment must not exceed the quantity stipulated in the contract. In case the actual used quantity is less than the imported quantity, bidder must be responsible for imported tax and VAT for the differences).

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item
1					
2					
					
	<i>Total bidding price of goods including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.</i> <u>Note:</u> <i>- Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached).</i> <i>- Request to breakdown value for each line item and for all items in Scope of services.</i>				

- In case of not using quota of Vietsovpetro for Block 09-1, bidding price includes all taxes, fees, charges (if any) arisen inside Vietnam.

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item
1					
2					
					
	Total bidding price				
	VAT				
	Total bidding price including VAT				

Contract price will be converted to VND by Vietcombank's selling exchange rate at Deadline for Bid submission date.

For Vietnamese bidders (for other Blocks):

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract.

For imported material / equipment (if any):

- Based on the Article 12.10.(a), (b), (đ), of Decrees No.87/2010/NĐ-CP dated 13th August 2010 and Article 100.11 (a), (b), (e) of Circulars No.128/2013/TT-BTC dated 10th September 2013 of Ministry of Finance on continuous cooperation in geological exploration, oil and gas exploitation at continental shelf of Socialist Republic of Vietnam, Vietsovpetro is exempted from import tax in territory of Socialist Republic of Vietnam when moving in/out material, equipments and goods which have not yet been produced inside Vietnam for Oilfield on Block (...).
Bidders are requested to confirm using quota or not.
- In case of using quota of Vietsovpetro for Block, import tax / temporary import and re-export tax and VAT will be quoted separately.

(When using quota of Vietsovpetro for Block, quantity of the imported material / equipment must not exceed the quantity stipulated in the contract. In case the actual used quantity is less than the imported quantity, bidder must be responsible for imported tax and VAT for the differences).

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item	Import tax	VAT	Total Price including all taxes
1	Goods 1							
2	Goods 2							
	...							

n	Goods n							
	Total bidding price:							...
	Import tax							
	VAT							
	Total bidding price including all taxes:							

- In case of not using quota of Vietsovpetro, bidding price includes all taxes, fees, charges (if any) arisen inside Vietnam.

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item
1					
2					
					
	...				
	Total bidding price				
	VAT				
	Total bidding price including VAT				

Contract price will be converted to VND by Vietcombank's selling exchange rate at Deadline for Bid submission date.

BIDDER'S INFORMATION FORM

Date: _____

NCB No. and title: _____

Bidder's name: _____ *[specify Bidder's name]*

In case of consortium, insert name of each partner in consortium

Place of business registration *(indicate province/city of Constitution)*

Year of business founding / incorporation ____ *[year of company founding]*

Bidder's legal address *(in country of registration)*

Bidder's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

1. Attached are copies of original documents: Articles of Incorporation Business Registration, Decision of Establishment or equivalent documents of constitution or association issued by authority of country where Bidder is operating.
2. Included the organizational chart.

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

INFORMATION FORM FOR CONSORTIUM BIDDER'S MEMBERS¹

Date:_____

Bid package No. and titles:_____

Consortium Bidder's name:

Consortium member's name:

Consortium member's country of registration:

Consortium member's year of foundation:

Consortium member's legal address in country of registration:

Consortium member's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

1. Attached are copies of original documents of: Business Registration of Company, Certificate of Investment, Decision of Establishment, etc.
2. Included is the organizational chart.

**Legitimate representative of the bidder
(Specify name, title, sign and stamp)**

Note:

¹In case of consortium, each member must declare this form.

LIST OF COMPANIES TO PERFORM THE WORK OF BIDDING PACKAGE ⁽¹⁾

No.	Name of company⁽²⁾	Part of work⁽³⁾	% of bidding package (4)	Remarks
1				
2				
3				
4				
5				
...				

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Ghi chú:

(1) In case the contractor participating in the bid is the parent company (for example, a Corporation), the contractor must clearly declare the work for subsidiaries and member companies. The evaluation of the contractor's experience and capacity is based on the value and volume undertaken by the parent company, subsidiary, and member company in the bidding package and declared in the bid. In case the participating contractor is not the parent company, this Form is not applicable.

(2) Specify the name of the subsidiary or member company.

(3) Specify the part of the work undertaken by the subsidiary or member company.

(4) Specify the % of work undertaken by the subsidiary, the member company compared to the bid price.

HISTORICAL CONTRACT NON-PERFORMANCE¹

Bidder's name: _____

Date: _____

Consortium partner's name (if any): _____

Non-Performed Contracts in accordance with Criteria 2.1 of Chapter III, Bid Evaluation Criteria

- ☐ Contract non-performance did not occur since 1st January year ____ [insert number] specified in Chapter III, Bid Evaluation Criteria, criterion 2.1.
- ☐ Contract(s) not performed since 1st January year ____ [insert number] specified in Chapter III, Bid Evaluation Criteria, criterion 2.1.

Year	Non-performed portion of contract	Contract Identification	Total contract value (current value, currency unit, exchange rate, equivalent value in VND)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

¹Bidders must declare accurately, honestly such historical contracts non-performance; if Vietsovpetro discovers any bidder having its historical contract non-performance without declaration, the bidder shall be considered fraud and the Bid Proposal will be rejected.

In case of consortium bidders, each member must declare according to this Form.

BIDDER'S HISTORICAL FINANCIAL PERFORMANCE¹

Bidder's name: _____

Date: _____

Name of Consortium member (if any): _____

Financial Data for Previous 03 Years ² [VND]		
Year 01	Year 02	Year 03

Information from balance sheet

Total assets			
Total liabilities			
Net worth			
Current assets			
Current liabilities			
Working capital			

Information from Income Statement

Total turnover			
Average annual turnover from business activities ³			
Profits before taxes			
Profits after taxes			

Attached are copies of financial statements (balance sheets, including all related notes and income statements) for the last three years⁴, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
- Historic financial statements must be audited in accordance with the applicable laws and regulations.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited. Attached with notarized copies one of following original documents:
 - Tax finalization inspection report.
 - Declaration form of self tax finalization report (VAT and CIT) confirmed by the Tax department/ District tax department at the time of submitting the declaration form.
 - Proper documentation in which the bidder has declared the electronic tax finalization.
 - Confirmation in writing from tax department/ district tax department (confirmed the cumulative payment for full year) about complying paying tax duty.
 - Audited report
 - Other documents

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

⁽¹⁾ In case of Consortium Bidder then each member of Consortium Bidder must declare according to this Form.

^{(2), (4)} The period stated here should be the same as the period indicated under Criterion 2.1 of Chapter III (Bid Evaluation Criteria).

⁽³⁾ To determine average annual turnover from business activities, the Bidder will divide total turnover from business activities in years to number of years based on supplied information.

AVERAGE ANNUAL TURNOVER ⁽¹⁾***(Not applicable)***

Each bidder or joint venture member must fill out this form.

The information provided must be the annual revenue from service provision activities of the contractor or each joint venture member in each year for work being performed or completed on the basis of invoiced amounts. application to the contractor or to each joint venture member.

Contractor's annual revenue figures for the most recent ____year	
Year	Amount (VND)
Contractor's average annual revenue⁽³⁾	

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

- (1) In case of a joint venture contractor, each member of the joint venture contractor must write in this Form.
- (2) The bid solicitor needs to record the deadline described in the Table of evaluation standards for capacity and experience in Section 2, Chapter III - Bid evaluation standards.
- (3) To determine the average annual revenue, the contractor will divide the total revenue of the years by the number of years based on the information provided.

FINANCIAL RESOURCES¹

Specify the expected financial resources, such as liquid assets², credit limit and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form 16 in this Chapter

Financial Resources		
No.	Source of financing	Amount (VND/USD)
1		
2		
3		
...		
Total source of financing of bidder (TSFB)		

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

¹ Every bidder or consortium member must provide his own information of financial resources with proof of document.

The mobilized financial resources estimated by bidder to implement the bidding package is calculated by this formula:

$$\mathbf{FR = TSFB - RRFC}$$

With:

- FR: the estimated mobilized financial resources to implement the bidding package;
- TSFB: total source of financing of bidder (total source of financing specified in this form);
- RRFC: cumulative financial resources requirement for current contract commitments (specified in Form no 16);

Bidder is evaluated as meeting requirements of the financial resources for the bidding package if having estimated mobilized financial resources to implement the bidding package (FR) at least equal to the required value specified at Evaluation criteria 3.3 Point 2.1 Chapter III – Bid Evaluation criteria.

In case bidders submit the written credit commitments in Bid Proposal from the credit organizations legally operating in Vietnam, that irrevocably undertake to issue credit to bidder in order to implement the under evaluated bidding packing with the line of credit at least equal to the required value specified at Evaluation criteria 3.3 Point 2.1 Chapter III – Bid Evaluation criteria during the period of executing contract, bidder shall be evaluated meeting the financial resource requirements of the bidding package and not required to declare the information specified in this form and form no. 16.

² Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.

**MONTHLY FINANCIAL RESOURCES REQUIRED FOR EACH CONTRACTS¹ IN
PROGRESS**

No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Remaining Contract Period in months (A)²	Outstanding Contract Value (B)³	Monthly Financial Resources Requirement (B/A)
1						
2						
3						
...						
Cumulative Financial Resources Required for Current Contracts Commitments (RRFC)						

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

¹ Bidder (or each consortium member) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each consortium partner's) current commitments on all contracts that have been awarded or for contracts approaching completion; (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

2 Remaining contract period to be calculated from 28 days prior to bid submission deadline.

3 Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.

SIMILAR CONTRACT PERFORMED BY BIDDER¹

Date __ month __ year __

Bidder's name: ____ *[full name of bidder]*

Descriptions of each contract should contain following information:

Contract name and number	<i>[Full name of contract, identification]</i>		
Contract signing date	<i>[insert Day month year]</i>		
Completion date	<i>[insert Day month year]</i>		
Total contract amount	<i>Total contract amount and currency signed</i>		Equivalent VND/USD
If partner in a consortium, specify participation in total contract amount	<i>[Percent of total]</i>	<i>Total amount and currency signed</i>	
Project's name	<i>[Full name of project of which has contract being declared]</i>		
Purchaser's name	<i>[Insert Full name of Purchaser in contract being declared]</i>		
Address	<i>[Insert Full current address of Purchaser]</i>		
Telephone/fax: E-mail:	<i>[Telephone no, fax no including country code, postcode and E-mail address]</i>		
Description of similarity in accordance with Criteria 2.1 of Section III – Evaluation Criteria			
1. Types of goods	<i>[Insert appropriate information]</i>		
2. Value	<i>[Insert amount in VND/USD]</i>		
3. Size of performance	<i>[insert size of similar contracts/project in accordance with contract]</i>		
4. Other characteristics	<i>[other characteristics if necessary]</i>		

Bidders must attach copies of original documents related to contracts (confirmation from Purchaser's of completed contract in accordance with related content in the above table)

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

1. In case of consortium, each member must declare according to this Form.
2. Bidders only declare the similar content with the requirements of the bidding package.

PROPOSED KEY PERSONEL

- For each job proposed at this Form, the Bidder must declare detailed information in accordance with Form 10 and Form 11 of this Chapter.
- The Bidder must declare key personnel on site with sufficient skills in response to requirements at Criteria 2.2 of Chapter III – Bid Evaluation Criteria and ready to mobilize for bidding package; personnel that are already mobilized for other bidding packages with the same performance time shall not be declared. In case of deceit declaration, the Bidder will be considered fraud.

1	Job position <i>[detailed job position in the bidding package]</i>
	Name <i>[name of key personnel]</i>
2	Job position <i>[detailed job position in the bidding package]</i>
	Name <i>[name of key personnel]</i>
3	Job position
	Name
4	Job position
	Name
5	Job position
	Name
—	Job position
	Name

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

The Bidder must supply all required information below and attach copies of original related documents.

Position		
Personnel Information	Name	Date of Birth
	Professional Qualification	
Current Job	Employer's name	
	Employer's address	
	Telephone no:	Contact person (Deputy / HR officer)
	Fax	E-mail
	Title	Number of years of experience with the present employer

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

PROFESSIONAL EXPERIENCE

Summarize professional experience in reverse chronological order. Specify professional and management experience related to the bidding package

From	To	Company/Project/Position/Related professional and management experience

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

LIST OF EQUIPMENT

(If the application form does not stipulate the ability to mobilize major machinery and equipment, this form shall be deleted)

Bidders are only allowed to declare the main equipment that meets the requirements for the main equipment as stated in the list according to the requirements specified in Section 3 Chapter III - Bid Evaluation Criteria that can be readily mobilized. for the bidding package; The equipment mobilized for other bidding packages must not be declared with the same mobilization time as the implementation time of this bidding package. In case of dishonest declaration, the contractor will be assessed as fraudulent.

Equipment must be owned by the contractor or can be rented, but the contractor must demonstrate the ability to mobilize to meet the requirements of the bidding package. In case the equipment is owned by the contractor, it must be accompanied by documents to prove that the equipment is owned by him. In case of leasing, there must be an equipment rental contract and documents proving that the equipment is owned by the lessor. Contractors must declare in the form below for each type of equipment:

Name of equipment		
Information	Manufacturer	Model
	Power	Year of manufacture
	Function	Country of Origin
Condition	Location	
	Mobilization status	
Sources	Ownership: ☐ Owned ☐ Rent ☐ For rent ☐ Special manufactured	

For equipment not owned by the contractor, the contractor must declare the following information:

Ownership	Name of Owner	
	Address of Owner	
	Phone	Name and Title
	Fax	Telex
Agreement	Agreement on renting equipment for the project	

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

SCOPE OF WORK USING SUB-CONTRACTORS¹

No.	Name of sub-contractor²	Scope of work³	Amount of work⁴	Value estimated⁵	Contract or agreement document with sub-contractor⁶
1					
2					
3					
4					
...					

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

¹ Applying this form in case of using sub-contractors.

² Bidder specifies the sub-contractor's names. In case at the moment at participating in bid, the sub-contractors yet have not been identified, bidders do not have to provide information in this column, but it should be declared in the column "Scope of work". After that, if bidder is being successful, since the sub-contractors mobilized for implementing the work have to be approved by the Vietsovpetro.

³ Bidder specifies name and work description for the sub-contractor.

⁴ Bidder specifies the scope of work for the sub-contractor.

⁵ Bidder specifies the value of work percentage which the sub-contractor undertakes compared to the bidding price.

⁶ Bidder specifies the contracts number or agreement documents, the bidder should submit the original or notarized copy of these documents.

LIST OF SPECIALIZED SUB-CONTRACTORS¹

Bidder must provide the proof evidence which meets requirements prescribed at Point 2.3 Chapter III, Evaluation criteria of the Bid Proposal.

STT No	Name of specialized subcontractor²	Scope of work³	Amount of work⁴	Percentage value estimated⁵	Contract or agreement document with specialized sub-contractor⁶
1					
2					
3					
4					
...					

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

Note:

¹ Applying this form in case of using sub-contractor.

² Bidder specifies the specialized sub-contractor's name.

³ Vietsovpetro specifies names and works description that are implemented by the specialized sub-contractor.

⁴ Bidder specifies the scope of work assigned to the specialized sub-contractor.

⁵ Bidder specifies the value of work in percentage which the specialized sub-contractor undertakes to perform, compared to the bidding price.

⁶ Bidder specifies the contract numbers or agreement documents, the bidder should submit the original or notarized copy of these documents.

LIST OF SUBSIDIARIES TO PERFORM THE WORK OF BIDDING PACKAGE

STT	Name of subsidiary ⁽²⁾	Scope of work (3)	% Compared to bidding package (4)
1			
2			
...			

Legitimate representative of the bidder**(Specify name, title, sign and stamp)**

Remarks:

(1) In case the contractor participating in the bidding is the parent company (for example, a Corporation) that mobilizes its subsidiaries or member companies to perform a part of the work in the bidding package, it must make a specific declaration in this Form. The evaluation of the contractor's experience and capacity is based on the value and volume undertaken by the parent company, subsidiary, and member company in the bidding package. In case the participating contractor is not the parent company, this form is not applicable.

(2) Specify the name of the subsidiary or member company.

(3) Specify the part of the work undertaken by the subsidiary or member company.

(4) Specify the value of the work performed by the subsidiary or the member company compared to the bid price.

**SOLUTIONS AND METHODOLOGY PROPOSED BY THE BIDDER TO PROVIDE
NON-CONSULTING SERVICES**

FOR PERFORMANCE OF SERVICES

The contractor prepares the proposal according to the contents specified in Chapter V - Requirements on scope of supply, including the following parts:

- 1. Solution and methodology;*
- 2. Execution plan;*

Legitimate representative of the bidder
(Specify name, title, sign and stamp)

ĐƠN XÁC NHẬN PHƯƠNG THỨC KÝ ĐIỆN TỬ/CHỮ KÝ SỐ
(Dành cho Nhà thầu đáp ứng đủ điều kiện)

Kính gửi: **Liên doanh Việt – Nga Vietsovpetro**

Bằng công văn này, [Tên công ty] (“Nhà thầu”) cung cấp các thông tin sau đây để phục vụ cho việc ký kết các thỏa thuận, hợp đồng và các văn bản khác được thiết lập dưới dạng thông điệp dữ liệu (“Hợp đồng điện tử” hay “Hợp đồng”) phù hợp với quy định của pháp luật, đảm bảo hiệu lực pháp lý đầy đủ cho các Hợp đồng điện tử với Liên doanh Việt – Nga Vietsovpetro.

I. THÔNG TIN NHÀ THẦU/ĐỐI TÁC

1. Tên đơn vị:
2. Mã số thuế:
3. Giấy Chứng nhận đăng ký kinh doanh:
4. Địa chỉ trụ sở chính:
5. Điện thoại: Fax:
6. Email giao dịch chính thức:

II. THÔNG TIN NGƯỜI ĐẠI DIỆN THEO PHÁP LUẬT

1. Họ và tên:
2. Chức danh:
3. Giấy tờ pháp lý (CMND/CCCD/Hộ chiếu):
 - Số: Ngày cấp:/...../.....
 - Nơi cấp:
4. Email: Số điện thoại:

III. THÔNG TIN NGƯỜI TRỰC TIẾP THỰC HIỆN KÝ ĐIỆN TỬ/CHỮ KÝ SỐ

(Chỉ khai nếu khác với người đại diện theo pháp luật)

1. Họ và tên:
2. Chức danh:
3. Bộ phận/phòng ban:
4. Email công việc dùng để nhận thông báo/hợp đồng:
5. Số điện thoại:
6. Căn cứ ủy quyền:
 - Số, ngày văn bản ủy quyền:

Kèm theo văn bản ủy quyền có hiệu lực và phạm vi ủy quyền rõ ràng.

IV. PHƯƠNG THỨC KÝ ĐIỆN TỬ/CHỮ KÝ SỐ ĐƯỢC SỬ DỤNG

1. Đối với chữ ký số (nếu có):

- Loại chữ ký số:
 - ☐ Chữ ký số công cộng (USB Token)
 - ☐ Chữ ký số từ xa (VNPT SmartCA, Viettel-CA, ...)
- Tổ chức cung cấp dịch vụ chứng thực chữ ký số (CA):
- Số sê-ri chứng thư số:

- Ngày cấp:/...../..... Ngày hết hạn:/...../.....

V. CAM KẾT CỦA NHÀ THẦU/ĐỐI TÁC

Chúng tôi, nhà thầu [Tên Công ty], xin cam kết:

1. Về tính chính xác thông tin

- Tất cả thông tin nêu trên là đúng, đầy đủ và hợp pháp tại thời điểm ký Đơn này;
- Mọi thay đổi sẽ được Nhà thầu thông báo bằng văn bản cho Vietsovpetro trong thời gian ngày làm việc kể từ ngày phát sinh thay đổi, và trước thời điểm ký kết Hợp đồng kế tiếp.
- Trường hợp Nhà thầu không thông báo kịp thời, mọi Hợp đồng điện tử được ký trên cơ sở thông tin mà Nhà thầu đã cung cấp trước đó vẫn có giá trị pháp lý và ràng buộc Nhà thầu.

2. Về việc sử dụng và quản lý phương thức ký điện tử/chữ ký số

- Nhà thầu tự tổ chức việc quản lý, bảo mật tài khoản, thiết bị, khóa bí mật, mã OTP, email và các phương tiện xác thực khác dùng để ký Hợp đồng điện tử;
- Mọi giao dịch, Hợp đồng điện tử được thực hiện thông qua tài khoản/phương thức ký nêu trên được coi là do Nhà thầu thực hiện, trừ trường hợp trước thời điểm ký kết Hợp đồng Nhà thầu đã thông báo bằng văn bản cho Vietsovpetro về việc tài khoản/phương tiện ký bị mất, lộ, chiếm đoạt và yêu cầu ngừng sử dụng.

3. Về giá trị pháp lý của việc ký điện tử/chữ ký số

- Nhà thầu chấp thuận rằng:
 - Chữ ký số hợp lệ (còn hiệu lực chứng thư số, không bị thu hồi/tạm dừng theo quy định pháp luật) của người đại diện theo pháp luật hoặc người được ủy quyền của Nhà thầu trên Hợp đồng điện tử với Vietsovpetro có giá trị pháp lý như chữ ký tay của người đại diện có thẩm quyền trên hợp đồng giấy;
- Nhà thầu không phủ nhận giá trị pháp lý của Hợp đồng điện tử chỉ vì:
 - Hợp đồng được thể hiện, ký, gửi hoặc lưu trữ dưới dạng thông điệp dữ liệu;
 - Việc ký được thực hiện trên bất kỳ nền tảng, phần mềm, hệ thống ký số nào, trong đó có hệ thống eOffice của Vietsovpetro;
 - Nhà thầu thay đổi người đại diện theo pháp luật, người đại diện theo ủy quyền, con dấu, hoặc tài khoản/phương tiện ký bị mất, lộ, chiếm đoạt nhưng không thông báo kịp thời.

4. Về tuân thủ pháp luật

- Nhà thầu cam kết tuân thủ và duy trì tuân thủ các điều kiện pháp luật về sử dụng chữ ký điện tử/chữ ký số, dịch vụ chứng thực, giao dịch điện tử trong suốt thời gian giao kết và thực hiện Hợp đồng với Vietsovpetro.

Đơn này được lập dưới dạng **thông điệp dữ liệu/văn bản giấy**, có giá trị kể từ ngày ký và được áp dụng cho tất cả các Hợp đồng điện tử giữa [Tên Nhà thầu] và Vietsovpetro, cho đến khi có văn bản thay thế hoặc hủy bỏ.

..., ngày ... tháng ... năm ...

ĐẠI DIỆN THEO PHÁP LUẬT CỦA NHÀ THẦU

PART 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

(Refers to attachment in Part 4. Appendices)

PART 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

FORM 20. Letter of Proposal Acceptance and Contract Award

FORM 21. Contract form

LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD

_____,day ____ month ____ year ____

To: _____ [name and address of awarded Contractor, hereinafter referred to as “Contractor”]

Subj: Notification of Proposal Acceptance and Contract Award

Dear Sir/Madam,

In accordance with the Letter of Invitation to Tender (ITB No.) regarding tender process, we would like to notify that you are the tender winner for the items listed hereunder (scope of supply) based on the following basic terms and conditions:

- Scope of Service:
- Total price:
- Schedule: days from the date of Letter of Award / contract signing/Kick-off meeting.
- Payment condition: TT / LC.

As soon as possible but not later than 07 working days from the date signing this Purchase Order, you should open the Performance Bond which is issued by banks / branches legally operated in Vietnam with amount 03% (three percents) of Purchase Order and send to Vietsovpetro. The validity of the Guarantee is equal to the delivery time plus 60 calendar days.

Please acknowledge the receipt of this letter and send us your acceptance / comments as soon as possible but not later than 02 working days from the date of this letter.

Looking forwards to receiving your favorable reply.

LEGAL REPRESENTATIVE OF THE EMPLOYER

[Full name, title, signature and stamp]

Contract form

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

CONTRACT No____/26/N-N5/DVL1-____
HỢP ĐỒNG ____/26/N-N5/DVL1-____

This contract is made and entered into on the day of, 2026 (Effective Date) by and between:

Hợp đồng này được lập và có hiệu lực vào ngày tháng năm 2026 (Ngày có hiệu lực) bởi và giữa:

VIETSOVPETRO - PC BLOCK 04/3

LIÊN DOANH VIỆT-NGA VIETSOVPETRO – HỢP ĐỒNG DẦU KHÍ LÔ 04/3

Address : 105 Le Loi Street, Vung Tau Ward, Ho Chi Minh city S.R. Vietnam.

Tel : 84 254 3839871/3839872. Fax: 84 254 3839857

A company incorporated under the laws of S.R. Vietnam, having its registered office aforementioned, hereinafter called “COMPANY” of the first party;

Một công ty được thành lập theo pháp luật nước Cộng hòa Xã hội Chủ nghĩa Việt Nam, có trụ sở đăng ký nêu trên, sau đây gọi là “CÔNG TY”, là Bên thứ nhất;

and

COMPANY/CÔNG TY

Adress

Tel:

Fax:

A company incorporated under the laws of, having its registered office as aforementioned, hereinafter called “CONTRACTOR” of the second party.

Một công ty được thành lập theo pháp luật của, có trụ sở đăng ký nêu trên, sau đây gọi là “NHÀ THẦU”, là Bên thứ hai.

The COMPANY and the CONTRACTOR shall be hereinafter individually referred to as “Party” or collectively referred to as the “Parties”.

Sau đây, CÔNG TY và NHÀ THẦU được gọi riêng là “Bên” và gọi chung là “Các Bên”

WHERE AS/XÉT THẤY:

The COMPANY for and on behalf of itself requires the provision of **Gas-oil Contract (GOC) Logging service for TU-8 and TU-8ST** and the CONTRACTOR is willing to provide such services on the terms and conditions hereinafter contained.

CÔNG TY, có nhu cầu cung cấp dịch vụ **Thuê dịch vụ đo ranh giới khí- dầu cho TU-8 & TU-8ST** và NHÀ THẦU đồng ý cung cấp các dịch vụ đó theo các điều khoản và điều kiện được quy định dưới đây.

NOW THEREFORE IT IS AGREED BY THE PARTIES AS FOLLOWS:

NAY VÌ VẬY, CÁC BÊN THỎA THUẬN NHƯ SAU:

1. DEFINITIONS AND INTERPRETATIONS

ĐỊNH NGHĨA VÀ GIẢI THÍCH

1.1. Definitions/ Định nghĩa

Unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them below:

Trừ khi ngữ cảnh có quy định khác, các từ ngữ và thuật ngữ dưới đây sẽ có nghĩa như sau:

“Contract” means: This Contract with the Appendices attachment thereto.

“Hợp đồng” nghĩa là: Hợp đồng này cùng với các Phụ lục đính kèm.

“Force Majeure” means: Any events or circumstances including strikes beyond the control of a party which prevent or impede the due performance of this Contract and which by the exercise of all reasonable diligence such party is unable to prevent, provided that adverse weather conditions shall not constitute Force Majeure and provided further that the mere shortage of labor, materials, equipment or supplies shall not constitute Force Majeure.

“Bất khả kháng” nghĩa là: Bất kỳ sự kiện hoặc hoàn cảnh nào, bao gồm đình công, nằm ngoài sự kiểm soát của một Bên, làm ngăn cản hoặc cản trở việc thực hiện đúng Hợp đồng này và dù đã áp dụng mọi biện pháp hợp lý, Bên đó vẫn không thể ngăn ngừa được; tuy nhiên điều kiện thời tiết bất lợi sẽ không được coi là Bất khả kháng, và việc thiếu hụt lao động, vật tư, thiết bị hoặc nguồn cung đơn thuần cũng sẽ không được coi là Bất khả kháng.

“Willful Misconduct” means: any conscious willful act or conscious willful failure to act by any person or entity which was intended to cause harmful consequences on the safety or property of another person or entity.

“Hành vi cố ý sai phạm” nghĩa là: Bất kỳ hành động cố ý có ý thức hoặc việc cố ý không thực hiện hành động của bất kỳ cá nhân hoặc tổ chức nào nhằm gây ra hậu quả thiệt hại đối với sự an toàn hoặc tài sản của cá nhân hoặc tổ chức khác.

“Services” means: The work operations to be performed and the services, equipment and personnel to be supplied by the CONTRACTOR as described in Appendix I, II and III.

“Dịch vụ” nghĩa là: Các công việc sẽ được thực hiện và các dịch vụ, thiết bị và nhân sự sẽ được NHÀ THẦU cung cấp như mô tả tại Phụ lục I, II và III.

“Operating Area” means: The place of performance of the Services described in Appendix I.

“Khu vực hoạt động” nghĩa là: Địa điểm thực hiện Dịch vụ được mô tả tại Phụ lục I.

1.2. Interpretations/ Giải thích

Interpretation: words importing persons or parties shall include firms, corporations and any organization having legal capacity; words importing the singular only also include the plural and vice versa where the context requires. In the event of any conflict between the terms and conditions of this Contract and its Appendixes, the terms and conditions of the Contract will prevail. In the event of any conflict among the Appendixes, the Appendixes of the higher order shall prevail. In the event of disagreement between the Specification and Drawing, the Specification shall be decisive.

Giải thích: các từ ngữ chỉ cá nhân hoặc các bên cũng bao gồm các công ty, tập đoàn và mọi tổ chức có tư cách pháp lý; các từ ngữ ở số ít cũng bao gồm số nhiều và ngược lại khi ngữ cảnh yêu cầu. Trong trường hợp có bất kỳ mâu thuẫn nào giữa các điều khoản và điều kiện của Hợp đồng này và các Phụ lục kèm theo, các điều khoản và điều kiện của Hợp đồng sẽ được ưu tiên áp dụng. Trong trường hợp có bất kỳ mâu thuẫn nào giữa các Phụ lục, Phụ lục có thứ tự ưu tiên cao hơn sẽ được áp dụng. Trong trường hợp có sự khác biệt giữa Quy cách kỹ thuật và Bản vẽ, Quy cách kỹ thuật sẽ có giá trị quyết định.

Notices and Consents: wherever in the Contract provision is made for the giving of notice or consent including instructions, contracts, authorizations, approvals and

acknowledgements, by any person, unless otherwise specified such notice or consent shall be in writing and the word "notify" shall be construed accordingly. Any consent required of a party shall not be unreasonably withheld.

Thông báo và Chấp thuận: bất cứ khi nào Hợp đồng quy định việc đưa ra thông báo hoặc chấp thuận, bao gồm chỉ thị, hợp đồng, giấy phép, phê duyệt và xác nhận của bất kỳ cá nhân nào, trừ khi có quy định khác, các thông báo hoặc chấp thuận đó phải được lập bằng văn bản và từ “thông báo” sẽ được hiểu tương ứng. Bất kỳ sự chấp thuận nào được yêu cầu từ một Bên sẽ không bị từ chối một cách vô lý.

Headings: the headings including index, titles, subtitles, and subheadings, in the Contract shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof.

Tiêu đề: các tiêu đề bao gồm mục lục, tiêu đề chính, tiêu đề phụ và tiêu đề nhỏ trong Hợp đồng sẽ không được coi là một phần của Hợp đồng và không được dùng để giải thích hoặc diễn giải Hợp đồng.

Language: all correspondence, documentation and discussion with respect to the Contract and the Services shall be in the English language unless agreed otherwise.

Ngôn ngữ: mọi thư từ, tài liệu và trao đổi liên quan đến Hợp đồng và Dịch vụ sẽ được thực hiện bằng tiếng Anh, trừ khi có thỏa thuận khác.

2. TERM OF CONTRACT/ĐIỀU KHOẢN CỦA HỢP ĐỒNG

- 2.1. This Contract shall become effective on the Effective Date and shall continue in effect until the full completion of scope of work specified in Appendix I of this Contract.
Hợp đồng này có hiệu lực kể từ Ngày có hiệu lực và sẽ tiếp tục có hiệu lực cho đến khi hoàn thành đầy đủ phạm vi công việc được quy định tại Phụ lục I của Hợp đồng này.
- 2.2. Scope of service: whole package. Contract Type: whole package
Phạm vi dịch vụ: trọn gói. Loại hợp đồng: trọn gói
- 2.3. Time to deliver final result report: **14 days** after finishing field work
Thời gian bàn giao báo cáo kết quả cuối cùng: **14 ngày** sau khi hoàn thành công tác đo tại hiện trường.
- 2.4. The COMPANY shall have the right at any time to order changes in the work and shall do so by written notice to the CONTRACTOR.
CÔNG TY có quyền vào bất kỳ thời điểm nào yêu cầu thay đổi công việc và sẽ thực hiện việc đó bằng văn bản thông báo cho NHÀ THẦU.
- 2.5. The COMPANY has the right to request the CONTRACTOR to perform the Services for **Gas-oil Contract (GOC) Logging service for TU-8 and TU-8ST** at COMPANY's cost on the same rates, prices, terms and conditions under this Contract, provided that the COMPANY's request is made before the expiry date of the Contract and not later than 30 days before the commencement of the additional services.
CÔNG TY có quyền yêu cầu NHÀ THẦU thực hiện Dịch vụ **Thuê dịch vụ đo ranh giới khí- dầu cho TU-8 & TU-8ST** với chi phí do CÔNG TY chi trả, theo cùng đơn giá, mức giá, điều khoản và điều kiện của Hợp đồng này, với điều kiện yêu cầu của CÔNG TY được đưa ra trước ngày hết hạn Hợp đồng và không muộn hơn 30 ngày trước khi bắt đầu các dịch vụ bổ sung.
- 2.6. Delivery Time/Service Performance Time: **In the quarter IV of 2026 and the quarter I of 2027 (Exact time depends on production conditions and weather), approximately 21 days for each well (including 3 days of measurement and 18 days of waiting)**

Thời gian giao hàng/Thời gian thực hiện Dịch vụ: Trong quý IV năm 2026 và quý I năm 2027 (thời gian chính xác phụ thuộc vào thực tế sản xuất và thời tiết), khoảng 21 ngày cho

mỗi giếng (bao gồm 3 ngày đo, 18 ngày chờ)

- 2.7. The Commencement Date of each job will be indicated in the COMPANY requested letter made and sent to the CONTRACTOR not later than **days** before each commencement of the service.

Ngày bắt đầu của từng công việc sẽ được nêu trong văn bản yêu cầu của CÔNG TY gửi cho NHÀ THẦU không muộn hơn ngày trước mỗi lần bắt đầu thực hiện Dịch vụ.

The CONTRACTOR shall inform the COMPANY within **days** of receiving notice. NHÀ THẦU phải thông báo cho CÔNG TY trong vòng ngày kể từ ngày nhận được thông báo.

3. GENERAL OBLIGATIONS OF THE CONTRACTOR
NGHĨA VỤ CỦA NHÀ THẦU

- 3.1. The CONTRACTOR shall perform the Services in a good, safe and workmanlike manner, in accordance with good petroleum industry practices, and with that degree of skill, care and diligence ordinarily exercised by skilled and experienced CONTRACTOR's employees in similar types of work in similar circumstance and conditions.

NHÀ THẦU sẽ thực hiện Dịch vụ một cách tốt, an toàn và chuyên nghiệp, phù hợp với thông lệ tốt của ngành công nghiệp dầu khí và với mức độ kỹ năng, sự cẩn trọng và tinh thần trách nhiệm thường được áp dụng bởi những nhân viên có trình độ và kinh nghiệm của NHÀ THẦU trong các công việc tương tự và trong các hoàn cảnh, điều kiện tương tự.

- 3.2. The Services shall be performed in accordance with the terms and conditions of this Contract and in conformity with the reasonable instructions and directions of the COMPANY.

Dịch vụ sẽ được thực hiện theo các điều khoản và điều kiện của Hợp đồng này và phù hợp với các chỉ dẫn và hướng dẫn hợp lý của CÔNG TY.

- 3.3. In the performance of this Contract, all applicable laws, bylaws, rules and regulations and any conditions or restrictions contained in any license or permit relating to the services or to the area of operations that specifically apply to CONTRACTOR or its Subcontractors, the CONTRACTOR shall indemnify and hold harmless the COMPANY from and against all liabilities, proceedings, costs, charges or expenses arising out of or in connection with any breach thereof by the CONTRACTOR, its Subcontractors or its or their respective personnel.

Trong quá trình thực hiện Hợp đồng này, NHÀ THẦU phải tuân thủ tất cả các luật, quy định dưới luật, quy tắc và quy định hiện hành cũng như mọi điều kiện hoặc hạn chế được quy định trong bất kỳ giấy phép hoặc giấy phép con nào liên quan đến Dịch vụ hoặc khu vực hoạt động áp dụng cụ thể đối với NHÀ THẦU hoặc các Nhà thầu phụ của mình. NHÀ THẦU sẽ bồi thường và giữ cho CÔNG TY không bị ảnh hưởng đối với mọi trách nhiệm pháp lý, thủ tục tố tụng, chi phí, khoản phí hoặc chi tiêu phát sinh từ hoặc liên quan đến bất kỳ vi phạm nào của NHÀ THẦU, các Nhà thầu phụ hoặc nhân sự tương ứng của họ.

- 3.4. The COMPANY shall have the right at any time to carry out inspections and/or tests of the equipment, tools and materials supplied by the CONTRACTOR as part of or in connection with the Services, the operation being carried out and the standard or performance being achieved and the CONTRACTOR shall afford every facility and assistance to the COMPANY for this purpose. Any work not conforming to the requirements of this Contract shall be promptly rectified or re-performed by the CONTRACTOR of its sole costs and expenses. If the CONTRACTOR defaults in the performance of this obligation, the COMPANY shall be entitled itself or through another CONTRACTOR to carry out the same work and all costs and expenses incurred by the COMPANY in connection therewith shall be recoverable from the CONTRACTOR and

may be deducted from any moneys due or which may become due to CONTRACTOR hereunder. In no case that such amount shall exceed the amount that should have been paid to CONTRACTOR for that portion of Work if CONTRACTOR had properly performed its obligations under the Contract and COMPANY agrees to indemnify Contract for any amount in excess.

CÔNG TY có quyền vào bất kỳ thời điểm nào tiến hành kiểm tra và/hoặc thử nghiệm các thiết bị, dụng cụ và vật tư do NHÀ THẦU cung cấp như một phần của hoặc liên quan đến Dịch vụ, việc vận hành đang được thực hiện cũng như tiêu chuẩn hoặc kết quả đạt được và NHÀ THẦU phải tạo mọi điều kiện và hỗ trợ cho CÔNG TY nhằm mục đích này. Bất kỳ công việc nào không phù hợp với các yêu cầu của Hợp đồng này phải được NHÀ THẦU nhanh chóng sửa chữa hoặc thực hiện lại bằng toàn bộ chi phí của mình. Nếu NHÀ THẦU không thực hiện nghĩa vụ này, CÔNG TY có quyền tự mình hoặc thông qua nhà thầu khác thực hiện công việc đó và mọi chi phí, chi tiêu phát sinh liên quan sẽ được thu hồi từ NHÀ THẦU và có thể được khấu trừ từ bất kỳ khoản tiền nào đến hạn hoặc sẽ đến hạn thanh toán cho NHÀ THẦU theo Hợp đồng này. Tuy nhiên, trong mọi trường hợp, số tiền đó sẽ không vượt quá số tiền mà đáng lẽ phải thanh toán cho NHÀ THẦU đối với phần công việc đó nếu NHÀ THẦU đã thực hiện đúng nghĩa vụ của mình theo Hợp đồng và CÔNG TY đồng ý bồi hoàn cho NHÀ THẦU đối với bất kỳ khoản vượt quá nào.

- 3.5. The CONTRACTOR shall appoint, by notice to the COMPANY, a competent representative who shall have full charge and responsibility on the behalf of the CONTRACTOR for the conduct of the Services and the CONTRACTOR's performance under this Contract and to whom instructions and directions in connection with the Services may be given by the COMPANY. The appointment and replacement of said representative shall be subject to the COMPANY's prior approval.

NHÀ THẦU phải chỉ định, bằng văn bản thông báo cho CÔNG TY, một đại diện có đủ năng lực, người sẽ chịu toàn bộ trách nhiệm thay mặt NHÀ THẦU trong việc điều hành Dịch vụ và thực hiện Hợp đồng này của NHÀ THẦU, đồng thời là người mà CÔNG TY có thể đưa ra các chỉ dẫn và hướng dẫn liên quan đến Dịch vụ. Việc bổ nhiệm và thay thế đại diện nói trên phải được CÔNG TY chấp thuận trước.

- 3.6. The CONTRACTOR shall take all measures necessary to provide safe working conditions and to protect against personal injury and damage to property. Without prejudice to the generality of the foregoing, the CONTRACTOR shall ensure that its employees and those of its Subcontractors observe and comply with all working and safety rules, procedures and requirements which are required by applicable legislation or which are otherwise consistent with good and prudent oil industry practices and all such further working and safety rules, procedures and requirements as may be issued by the COMPANY.

NHÀ THẦU phải thực hiện mọi biện pháp cần thiết để đảm bảo điều kiện làm việc an toàn và bảo vệ chống lại thương tích cá nhân và thiệt hại tài sản. Không ảnh hưởng đến tính tổng quát của các quy định nêu trên, NHÀ THẦU phải đảm bảo rằng nhân viên của mình và của các Nhà thầu phụ tuân thủ và chấp hành tất cả các quy tắc, quy trình và yêu cầu về lao động và an toàn theo quy định của pháp luật hiện hành hoặc phù hợp với thông lệ tốt và thận trọng của ngành công nghiệp dầu khí, cũng như mọi quy tắc, quy trình và yêu cầu bổ sung về lao động và an toàn do CÔNG TY ban hành.

4. EQUIPMENT/THIẾT BỊ

- 4.1. For the purpose of the Service the CONTRACTOR shall provide the Equipment at its own expenses and as bellows defined:

Phục vụ cho mục đích thực hiện Dịch vụ, NHÀ THẦU sẽ cung cấp Thiết bị bằng chi phí của mình, bao gồm như sau:

All equipment, materials and supplies described in Appendix II, together with all necessary

spare parts required to maintain said equipment in good working order.

Tất cả thiết bị, vật tư và hàng hóa được mô tả tại Phụ lục II, cùng với tất cả các phụ tùng thay thế cần thiết để duy trì các thiết bị nói trên trong tình trạng hoạt động tốt.

4.1.1. Except as may be otherwise expressly provided in this Contract or in the Appendices hereto, all materials, tools, consumables and other supplies necessary for or in connection with the proper performance of the Services.

Trừ khi được quy định rõ khác trong Hợp đồng này hoặc trong các Phụ lục kèm theo, NHÀ THẦU phải cung cấp tất cả vật liệu, dụng cụ, vật tư tiêu hao và các vật tư khác cần thiết cho hoặc liên quan đến việc thực hiện đúng Dịch vụ.

4.2. The CONTRACTOR warrants that all equipment, materials and supplies provided for or in connection with this Contract shall be in good working condition and free from material defects in workmanship at the time of delivery. The Equipment shall comply with any relevant standards or specifications stipulated by the COMPANY and shall be fit for the purpose for which they are intended so as to permit the continuous and efficient performance of the Services.

NHÀ THẦU bảo đảm rằng tất cả thiết bị, vật tư và hàng hóa được cung cấp cho hoặc liên quan đến Hợp đồng này sẽ ở trong tình trạng hoạt động tốt và không có lỗi đáng kể về chất lượng chế tạo tại thời điểm bàn giao. Thiết bị phải tuân thủ mọi tiêu chuẩn hoặc quy cách kỹ thuật liên quan do CÔNG TY quy định và phải phù hợp với mục đích sử dụng nhằm đảm bảo việc thực hiện Dịch vụ liên tục và hiệu quả.

4.3. If any item in Equipment is lost or damaged or found to be defective or otherwise not in accordance with this Contract, subject to Clause 1.10.6 provided herein, the CONTRACTOR shall promptly provide, on written notice from the COMPANY, a satisfactory replacement at its own expense.

Nếu bất kỳ hạng mục nào của Thiết bị bị mất, hư hỏng, bị phát hiện có lỗi hoặc không phù hợp với Hợp đồng này, tùy thuộc vào Điều 1.10.6 nêu tại đây, NHÀ THẦU phải nhanh chóng cung cấp thiết bị thay thế đạt yêu cầu bằng chi phí của mình sau khi nhận được thông báo bằng văn bản từ CÔNG TY.

4.4. The CONTRACTOR shall ensure that Equipment is properly maintained in good working order and repaired throughout the term of this Contract. All expenses in connection with the repair and maintenance of it equipment shall be borne by the CONTRACTOR. The CONTRACTOR shall provide, store and maintain at all times a reasonable stock of spare parts and operating supplies and any necessary maintenance, repair or replacement shall be promptly carried out by the CONTRACTOR.

NHÀ THẦU phải đảm bảo Thiết bị được bảo dưỡng thích hợp, duy trì trong tình trạng hoạt động tốt và được sửa chữa trong suốt thời hạn của Hợp đồng này. Mọi chi phí liên quan đến việc sửa chữa và bảo dưỡng thiết bị sẽ do NHÀ THẦU chịu. NHÀ THẦU phải cung cấp, lưu kho và duy trì mọi lúc một lượng hợp lý phụ tùng thay thế và vật tư vận hành; mọi công việc bảo dưỡng, sửa chữa hoặc thay thế cần thiết phải được NHÀ THẦU thực hiện kịp thời.

4.5. The CONTRACTOR shall use its best endeavors to supply any additional equipment which may be respected by the COMPANY. Such equipment is to be supplied on such terms as parties have previously agreed in writing.

NHÀ THẦU sẽ nỗ lực tối đa để cung cấp bất kỳ thiết bị bổ sung nào mà CÔNG TY có thể yêu cầu. Các thiết bị đó sẽ được cung cấp theo các điều khoản mà các Bên đã thống nhất trước bằng văn bản.

- 4.6. The COMPANY shall be responsible for making all necessary arrangements and payment of all duties, taxes and charges in respect of the importation or exportation of the Equipment, spare parts and other supplies to be furnished by the CONTRACTOR or its Subcontractors under this Contract.

CÔNG TY sẽ chịu trách nhiệm thực hiện mọi thủ tục cần thiết và thanh toán tất cả các loại thuế, phí và lệ phí liên quan đến việc nhập khẩu hoặc xuất khẩu Thiết bị, phụ tùng thay thế và các vật tư khác do NHÀ THẦU hoặc các Nhà thầu phụ của NHÀ THẦU cung cấp theo Hợp đồng này.

- 4.7. The CONTRACTOR shall be responsible for making all necessary arrangements and payment of all duties, taxes and charges in respect of the importation or exportation of the personal property of CONTRACTOR and Subcontractors' personnel under this Contract.

NHÀ THẦU sẽ chịu trách nhiệm thực hiện mọi thủ tục cần thiết và thanh toán tất cả các loại thuế, phí và lệ phí liên quan đến việc nhập khẩu hoặc xuất khẩu tài sản cá nhân của nhân sự NHÀ THẦU và nhân sự của các Nhà thầu phụ theo Hợp đồng này.

5. PERSONNEL/NHÂN SỰ

- 5.1. The CONTRACTOR shall provide the personnel listed in Appendix III, in the number and categories therein specified.

NHÀ THẦU sẽ cung cấp nhân sự được liệt kê tại Phụ lục III với số lượng và chức danh được quy định tại đó.

- 5.2. The CONTRACTOR warrants that the personnel provided under this Contract shall be adequate to carry out the services in a timely and efficient manner and that all such personnel will be suitably skilled and experienced to properly perform the task assigned to them.

NHÀ THẦU bảo đảm rằng nhân sự được cung cấp theo Hợp đồng này là đầy đủ để thực hiện Dịch vụ một cách kịp thời và hiệu quả, đồng thời tất cả nhân sự đó đều có kỹ năng và kinh nghiệm phù hợp để thực hiện đúng các nhiệm vụ được giao.

- 5.3. The COMPANY shall have the right upon reasonable notice in writing to the CONTRACTOR to require the removal and replacement of any member of the CONTRACTOR's personnel assigned to the Services who is considered by the COMPANY to be unsuitable for the task. The CONTRACTOR shall at its own cost and expense promptly furnish a suitably skilled and experienced substitute.

CÔNG TY có quyền, bằng thông báo hợp lý bằng văn bản gửi cho NHÀ THẦU, yêu cầu loại bỏ và thay thế bất kỳ thành viên nào trong nhân sự của NHÀ THẦU được phân công thực hiện Dịch vụ mà CÔNG TY cho rằng không phù hợp với công việc. NHÀ THẦU phải nhanh chóng cung cấp nhân sự thay thế có đủ kỹ năng và kinh nghiệm bằng chi phí của mình.

- 5.4. The CONTRACTOR shall maintain good order and discipline amongst its personnel, at all times.

NHÀ THẦU phải duy trì trật tự và kỷ luật tốt đối với nhân sự của mình vào mọi thời điểm.

- 5.5. Subject to the provisions stipulated in Appendix III and IV, the CONTRACTOR shall bear all expenses associated with the personnel provided under this Contract, including but without limitation, all wages, taxes, benefits, allowances, social security contributions and the cost of accommodation, traveling, subsistence and medical treatment.

Tùy thuộc vào các quy định tại Phụ lục III và IV, NHÀ THẦU sẽ chịu mọi chi phí liên quan đến nhân sự được cung cấp theo Hợp đồng này, bao gồm nhưng không giới hạn ở tiền lương, thuế, phúc lợi, phụ cấp, các khoản đóng bảo hiểm xã hội và chi phí ăn ở, đi lại, sinh hoạt và điều trị y tế.

- 5.6. The CONTRACTOR shall be responsible for ensuring at its own cost that all personnel engaged in the Services are supplied with appropriate safety gear and protective clothing as required by the COMPANY.

NHÀ THẦU có trách nhiệm, bằng chi phí của mình, đảm bảo rằng tất cả nhân sự tham gia thực hiện Dịch vụ được trang bị đầy đủ thiết bị an toàn và quần áo bảo hộ phù hợp theo yêu cầu của CÔNG TY.

6. OBLIGATIONS OF THE COMPANY / NGHĨA VỤ CỦA CÔNG TY

- 6.1. The COMPANY shall be responsible for obtaining all licenses and authorizations required from central or local government authorities to permit the carrying out of the Services within the Operating Area, other than those specifically required to be obtained by the CONTRACTOR under this Contract.

CÔNG TY sẽ chịu trách nhiệm xin tất cả các giấy phép và chấp thuận cần thiết từ các cơ quan chính quyền trung ương hoặc địa phương để cho phép thực hiện Dịch vụ trong Khu vực hoạt động, ngoại trừ các giấy phép được quy định cụ thể là do NHÀ THẦU phải xin theo Hợp đồng này.

- 6.2. The COMPANY shall at its own cost provide or procure the provision of the equipment, materials, supplies, services other than items specified in Appendix II, if any.

CÔNG TY sẽ, bằng chi phí của mình, cung cấp hoặc thu xếp việc cung cấp các thiết bị, vật tư, hàng hóa và dịch vụ khác ngoài các hạng mục được quy định tại Phụ lục II, nếu có.

- 6.3. The COMPANY shall designate in writing the person with whom CONTRACTOR's representative may consult in planning and coordinating the Services and to whom CONTRACTOR's representative may deliver notices, reports and confidential information. All instructions given by the COMPANY's representative consistent with the provisions of this Contract shall be deemed to be those of the COMPANY.

CÔNG TY sẽ chỉ định bằng văn bản người mà đại diện của NHÀ THẦU có thể trao đổi trong việc lập kế hoạch và phối hợp thực hiện Dịch vụ, cũng như người mà đại diện của NHÀ THẦU có thể gửi thông báo, báo cáo và thông tin mật. Mọi chỉ dẫn do đại diện của CÔNG TY đưa ra phù hợp với các quy định của Hợp đồng này sẽ được coi là chỉ dẫn của CÔNG TY.

- 6.4. The COMPANY reserves its rights to send representatives for quality performance supervision (QC) at CONTRACTOR office during performance time of this project.

CÔNG TY bảo lưu quyền cử đại diện đến văn phòng của NHÀ THẦU để giám sát chất lượng thực hiện (QC) trong thời gian thực hiện dự án này.

- 6.5. The COMPANY shall provide or procure the provision of the facilities as summarized in Appendix I.

CÔNG TY sẽ cung cấp hoặc thu xếp việc cung cấp các phương tiện, cơ sở vật chất như được tóm tắt tại Phụ lục I.

7. PRICE AND PAYMENT TERM/GIÁ TRỊ VÀ ĐIỀU KHOẢN THANH TOÁN

- 7.1. **The ESTIMATED TOTAL CONTRACT VALUE:** USD _____ (In words: _____ US dollars), excluding any applicable taxes, import duties. Equipment needs to be imported under Vietsovpetro Quota.

GIÁ TRỊ HỢP ĐỒNG TẠM TÍNH: _____ USD (Bằng chữ: _____ đô la Mỹ), chưa bao gồm các loại thuế áp dụng và thuế nhập khẩu. Thiết bị cần được nhập khẩu theo hạn ngạch của Vietsovpetro.

In consideration of the performance by the CONTRACTOR of its obligations in accordance with the Contract, the COMPANY shall pay the CONTRACTOR in accordance with the rates and prices specified and the other terms and conditions contained in Appendix IV. Any services

which are out of the scope of work specified under Appendix I of this Contract must be approved by both Parties and shall be paid according to Detailed Commercial and Financial Proposal in Appendix IV.

Đề NHÀ THẦU thực hiện các nghĩa vụ của mình theo Hợp đồng, CÔNG TY sẽ thanh toán cho NHÀ THẦU theo các đơn giá, mức giá được quy định và các điều khoản, điều kiện khác nêu tại Phụ lục IV. Mọi dịch vụ nằm ngoài phạm vi công việc quy định tại Phụ lục I của Hợp đồng này phải được cả hai Bên phê duyệt và sẽ được thanh toán theo Đề xuất thương mại và tài chính chi tiết tại Phụ lục IV.

- 7.2. Upon the presentation of Acceptance Protocol signed by COMPANY's representative certifying that all services performed in the well as described in Appendix I have been completed in accordance with the terms and conditions of this Contract, the CONTRACTOR shall invoice the COMPANY any reimbursable expenditure incurred in such stages. Invoice shall be in the form and contained details as COMPANY may require and shall be accompanied by all relevant receipts and other documentary evidence in sustentation of any reimbursable costs and expenditure claimed by the CONTRACTOR. Sau khi xuất trình Biên bản nghiệm thu có chữ ký của đại diện CÔNG TY xác nhận rằng tất cả các dịch vụ thực hiện tại giếng theo mô tả tại Phụ lục I đã được hoàn thành theo các điều khoản và điều kiện của Hợp đồng này, NHÀ THẦU sẽ xuất hóa đơn cho CÔNG TY đối với mọi chi phí được hoàn trả phát sinh trong các giai đoạn đó. Hóa đơn phải theo mẫu và bao gồm các chi tiết mà CÔNG TY có thể yêu cầu và phải kèm theo tất cả hóa đơn, chứng từ liên quan và các bằng chứng tài liệu khác để chứng minh cho các chi phí và khoản chi được NHÀ THẦU yêu cầu hoàn trả.

All invoices shall be addressed to COMPANY and shall bear the Contract title and the reference number appearing on the face hereof.

Tất cả các hóa đơn phải được gửi cho CÔNG TY và phải ghi rõ tên Hợp đồng và số tham chiếu xuất hiện trên trang đầu của Hợp đồng này.

- 7.3. Payment shall be made by the COMPANY within thirty (30) working days upon receipt of documents stated in Clause 7.4 hereunder, in the USD and to the bank account to be indicated in Clause 7.9.

CÔNG TY sẽ thực hiện thanh toán trong vòng ba mươi (30) ngày làm việc kể từ ngày nhận được các chứng từ quy định tại Điều 7.4 dưới đây, bằng USD và chuyển vào tài khoản ngân hàng được quy định tại Điều 7.9.

- 7.4. The payment will be made as follows / Việc thanh toán sẽ được thực hiện như sau:

100% of the Lump sum price will be invoiced once the equipment has been demobilized back to demobilization point and against the submission to COMPANY the following documents within 30 working days:

100% giá trị trọn gói sẽ được lập hóa đơn sau khi thiết bị đã được vận chuyển trở lại điểm tháo dỡ và sau khi NHÀ THẦU nộp cho CÔNG TY các chứng từ sau trong vòng 30 ngày làm việc:

- CONTRACTOR's Payment Request Letter: 01 original
Công văn đề nghị thanh toán của NHÀ THẦU: 01 bản gốc
- CONTRACTOR's Commercial Invoice: 01 original
Hóa đơn thương mại của NHÀ THẦU: 01 bản gốc
- Acceptance Protocol signed by representatives of both parties: 01 original.
Biên bản nghiệm thu có chữ ký của đại diện hai Bên: 01 bản gốc
- Timesheets: 01 originals
Bảng chấm công/thời gian làm việc: 01 bản gốc

- Performance bond: 01 copy
Bảo lãnh thực hiện hợp đồng: 01 bản sao

- 7.5. If the COMPANY questions or disputes any part of an invoice, it shall notify the CONTRACTOR in written within 15 days from receipt of invoices of that fact and of the reasons therefore as soon as reasonably practicable and shall thereupon be entitled to withhold payment of the amount in question or dispute, without any liability for interest, pending resolution of the question or dispute amount.

Nếu CÔNG TY có thắc mắc hoặc tranh chấp đối với bất kỳ phần nào của hóa đơn, CÔNG TY sẽ thông báo bằng văn bản cho NHÀ THẦU trong vòng 15 ngày kể từ ngày nhận được hóa đơn về vấn đề đó và lý do của vấn đề đó trong thời gian hợp lý sớm nhất, và theo đó có quyền tạm giữ khoản thanh toán đang bị nghi vấn hoặc tranh chấp mà không phải chịu bất kỳ khoản lãi nào trong khi chờ giải quyết vấn đề hoặc khoản tranh chấp.

Payment of any undisputed portion of an invoice shall be made within the time period stated in Clause 7.3.

Việc thanh toán phần hóa đơn không bị tranh chấp sẽ được thực hiện trong thời hạn quy định tại Điều 7.3.

- 7.6. The CONTRACTOR shall be deemed to have satisfied itself in respect of the rates and unit prices for the Services. All rates and unit prices specified in Appendix IV shall remain fixed for the duration of this Contract and shall not be subject to escalation or revision unless agreed by both parties in writing. The payment shall be made based on actual work specified in the Acceptance Protocol.

NHÀ THẦU được coi là đã tự xem xét đầy đủ đối với các đơn giá và mức giá cho Dịch vụ. Tất cả các đơn giá và mức giá quy định tại Phụ lục IV sẽ được giữ cố định trong suốt thời hạn của Hợp đồng này và sẽ không bị điều chỉnh tăng hoặc sửa đổi trừ khi được cả hai Bên thống nhất bằng văn bản. Việc thanh toán sẽ được thực hiện dựa trên khối lượng công việc thực tế được xác nhận trong Biên bản nghiệm thu.

- 7.7. The COMPANY shall have the right to set off against any payments due to the CONTRACTOR under the scope of this Contract. The amount due must be agreed mutually between the COMPANY and the CONTRACTOR.

CÔNG TY có quyền khấu trừ đối với bất kỳ khoản thanh toán nào đến hạn cho NHÀ THẦU trong phạm vi Hợp đồng này. Khoản tiền đến hạn phải được CÔNG TY và NHÀ THẦU thống nhất với nhau.

- 7.8. No payment made by the COMPANY hereunder shall constitute a waiver by the COMPANY of any breach by the CONTRACTOR of any of its obligation hereunder or prejudice the COMPANY's rights in the future to question or dispute any portion of any invoice and any payment withheld by the COMPANY shall be without prejudice to any other rights and remedies of the COMPANY under the terms of this Contract or at law.

Không khoản thanh toán nào do CÔNG TY thực hiện theo Hợp đồng này được coi là sự từ bỏ của CÔNG TY đối với bất kỳ vi phạm nào của NHÀ THẦU đối với các nghĩa vụ của mình theo Hợp đồng này hoặc làm ảnh hưởng đến quyền của CÔNG TY trong tương lai trong việc đặt câu hỏi hoặc tranh chấp bất kỳ phần nào của bất kỳ hóa đơn nào; mọi khoản thanh toán bị CÔNG TY giữ lại sẽ không ảnh hưởng đến bất kỳ quyền và biện pháp khắc phục nào khác của CÔNG TY theo các điều khoản của Hợp đồng này hoặc theo quy định pháp luật.

- 7.9. Any payment to CONTRACTOR must be done in USD by wire transfer to the following bank account:

Mọi khoản thanh toán cho NHÀ THẦU phải được thực hiện bằng USD thông qua chuyển

khoản ngân hàng vào tài khoản sau:

.....

.....

Any Bank charges arise inside Vietnam shall be borne by COMPANY and bank charge arise outside Vietnam shall be borne by CONTRACTOR.

Mọi chi phí ngân hàng phát sinh trong lãnh thổ Việt Nam sẽ do CÔNG TY chịu và mọi chi phí ngân hàng phát sinh ngoài lãnh thổ Việt Nam sẽ do NHÀ THẦU chịu.

- 7.10. CONTRACTOR shall maintain a true and correct set of records pertaining to the services for a period of two (2) years from the date any services are performed. During the two-year retention period, COMPANY may, upon written request and during normal working hours, audit CONTRACTOR's records pertaining to third party reimbursable items incurred in the performance of the services. COMPANY's right to audit under this Article shall not extend to any of CONTRACTOR's trade secrets, formulas, or processes, or any components of CONTRACTOR's fixed sums, rates or mark-ups, nor shall it extend beyond the two-year retention period.

NHÀ THẦU phải lưu giữ đầy đủ và chính xác các hồ sơ liên quan đến Dịch vụ trong thời hạn hai (02) năm kể từ ngày thực hiện bất kỳ Dịch vụ nào. Trong thời gian lưu giữ hai năm này, CÔNG TY có thể, trên cơ sở yêu cầu bằng văn bản và trong giờ làm việc bình thường, kiểm tra các hồ sơ của NHÀ THẦU liên quan đến các khoản chi phí được hoàn trả cho bên thứ ba phát sinh trong quá trình thực hiện Dịch vụ. Quyền kiểm tra của CÔNG TY theo Điều này sẽ không mở rộng đến bất kỳ bí mật thương mại, công thức hoặc quy trình nào của NHÀ THẦU, cũng như bất kỳ thành phần nào của các khoản giá cố định, đơn giá hoặc tỷ lệ cộng thêm của NHÀ THẦU, và cũng sẽ không kéo dài quá thời hạn lưu giữ hai năm nói trên.

8. SAFETY/AN TOÀN

The CONTRACTOR shall use its best efforts and take every precaution to avoid the occurrence of accidents, and shall cause the Personnel to follow the COMPANY's safety regulations and its instructions, whether verbal or written, relating to safe operation. Any accidents or unusual instances shall immediately be brought to the attention of the COMPANY. The COMPANY shall provide the Personnel with a copy of the COMPANY's safety manual.

NHÀ THẦU phải nỗ lực tối đa và thực hiện mọi biện pháp phòng ngừa để tránh xảy ra tai nạn, đồng thời yêu cầu Nhân sự tuân thủ các quy định an toàn và các chỉ dẫn của CÔNG TY bằng lời nói hoặc bằng văn bản, liên quan đến vận hành an toàn. Mọi tai nạn hoặc sự việc bất thường phải được báo cáo ngay lập tức cho CÔNG TY. CÔNG TY sẽ cung cấp cho Nhân sự một bản Sổ tay an toàn của CÔNG TY.

9. TAXES AND IMPORTATION OF EQUIPMENT **THUẾ VÀ NHẬP KHẨU THIẾT BỊ**

- 9.1. All taxes, duties and custom fees, temporary import/re-export taxes in connection with the execution of this Contract levied outside S.R. VIETNAM and the CONTRACTOR's personal income tax, tax applied on subcontractor levied inside and/or outside S.R. VIETNAM shall be at the CONTRACTOR's account.

Tất cả các loại thuế, thuế nhập khẩu, phí hải quan, thuế tạm nhập/tái xuất liên quan đến việc thực hiện Hợp đồng này phát sinh ngoài lãnh thổ nước Cộng hòa Xã hội Chủ nghĩa Việt Nam và thuế thu nhập cá nhân của NHÀ THẦU, thuế áp dụng đối với nhà thầu phụ phát sinh trong và/hoặc ngoài lãnh thổ nước Cộng hòa Xã hội Chủ nghĩa Việt Nam sẽ do NHÀ THẦU chịu.

- 9.2. The CONTRACTOR shall be responsible for the payment of all taxes, charges and duties whatsoever charged or chargeable by any governmental or taxation authority of Vietnam in respect of its personnel in connection with the performance of this Contract.

NHÀ THẦU sẽ chịu trách nhiệm thanh toán tất cả các loại thuế, phí và nghĩa vụ tài chính do bất kỳ cơ quan nhà nước hoặc cơ quan thuế nào của Việt Nam áp dụng đối với nhân sự của mình liên quan đến việc thực hiện Hợp đồng này.

- 9.3. CONTRACTOR shall be entitled to use COMPANY's quota/exemption in order to freely import/ re-export its equipments into/out of Vietnam for the performance of the Services.

NHÀ THẦU có quyền sử dụng hạn ngạch/miễn trừ của CÔNG TY để tự do tạm nhập/tái xuất thiết bị của mình vào/ra khỏi Việt Nam nhằm thực hiện Dịch vụ.

- 9.4. All taxes, duties and custom fees, temporary import/re-export taxes in connection with the execution of this Contract levied inside S.R. VIETNAM, except for the CONTRACTOR's personal income taxes and tax applied on subcontractor, shall be at the COMPANY's account.

Tất cả các loại thuế, thuế nhập khẩu, phí hải quan, thuế tạm nhập/tái xuất liên quan đến việc thực hiện Hợp đồng này phát sinh trong lãnh thổ nước Cộng hòa Xã hội Chủ nghĩa Việt Nam, ngoại trừ thuế thu nhập cá nhân của NHÀ THẦU và thuế áp dụng đối với nhà thầu phụ, sẽ do CÔNG TY chịu.

10. LIABILITIES AND INDEMNITIES / TRÁCH NHIỆM VÀ BÒI THƯỜNG

- 10.1. For the purpose of this Clause 10:

Cho mục đích của Điều 10 này:

The term "CONTRACTOR" shall be deemed to include:

Thuật ngữ "NHÀ THẦU" được hiểu bao gồm:

- Agent, officers, employees and invitees of CONTRACTOR.
Đại lý, cán bộ, nhân viên và khách mời của NHÀ THẦU;
- Subcontractors of CONTRACTOR together with their agents, officers and employees, and.
Các nhà thầu phụ của NHÀ THẦU cùng với đại lý, cán bộ và nhân viên của họ; và
- Affiliates of CONTRACTOR together with their agents, officers and employees.
Các công ty liên kết của NHÀ THẦU cùng với đại lý, cán bộ và nhân viên của họ.

Indemnities given by the CONTRACTOR shall be deemed to be given on behalf of each of the persons listed in this Clause 10.1 and to be given for the benefit of the persons listed in Clause 10.1.1.

Các nghĩa vụ bồi thường do NHÀ THẦU đưa ra sẽ được coi là được thực hiện thay mặt cho từng đối tượng được liệt kê tại Điều 10.1 và nhằm mang lại lợi ích cho các đối tượng được liệt kê tại Điều 10.1.1.

- 10.1.1. The term "COMPANY" shall be deemed to include:

Thuật ngữ "CÔNG TY" được hiểu bao gồm:

- Agents, officers, employees and invitees of the COMPANY.
Đại lý, cán bộ, nhân viên và khách mời của CÔNG TY;
- Contractors of COMPANY (other than CONTRACTOR) together with their agents, offices and employees.
Các nhà thầu của CÔNG TY (ngoài NHÀ THẦU) cùng với đại lý, cán bộ và nhân viên của họ;
- Affiliates of the COMPANY together with their agents, officers and employees.

Các công ty liên kết của CÔNG TY cùng với đại lý, cán bộ và nhân viên của họ.

Indemnities given by the COMPANY shall be deemed to be given on behalf of each of the persons listed in this Clause 10.1.1 and to be given for the benefit of the persons listed in Clause 10.1.

Các nghĩa vụ bồi thường do CÔNG TY đưa ra sẽ được coi là được thực hiện thay mặt cho từng đối tượng được liệt kê tại Điều 10.1.1 và nhằm mang lại lợi ích cho các đối tượng được liệt kê tại Điều 10.1.

10.1.2. “Invitees” shall mean:

“Khách mời” nghĩa là:

Any person whose presence in the Operating Area is at the invitation of a party as a guest and not under subcontract with such party.

Bất kỳ người nào có mặt tại Khu vực hoạt động theo lời mời của một Bên với tư cách khách và không theo hợp đồng thầu phụ với Bên đó

10.1.3. References to the property or equipment of either party shall be deemed to include all property and equipment, personal or otherwise and whether owned, charged, leased, rented or hired by such party.

Các tham chiếu đến tài sản hoặc thiết bị của một trong hai Bên sẽ được hiểu là bao gồm tất cả tài sản và thiết bị, cá nhân hoặc khác, dù thuộc sở hữu, thế chấp, thuê, mượn hoặc thuê sử dụng bởi Bên đó.

10.2.

10.2.1. The CONTRACTOR shall indemnify, hold harmless, and defend the COMPANY from and against any and all liabilities, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever arising directly or indirectly out of or as a consequence of the death or illness of or injury to any employee, officer agent or invitee of the CONTRACTOR or the loss of or damage to any equipment or property of the CONTRACTOR, whether or not resulting from or contributed to by any negligence or default of the COMPANY, subject as provided in Clause 10.6.

NHÀ THẦU sẽ bồi thường, bảo vệ và giữ cho CÔNG TY không bị ảnh hưởng khỏi mọi trách nhiệm pháp lý, khiếu nại, yêu cầu, thủ tục tố tụng, thiệt hại, tổn thất, chi phí, khoản phí và chi tiêu phát sinh trực tiếp hoặc gián tiếp từ hoặc là hậu quả của việc tử vong, bệnh tật hoặc thương tích đối với bất kỳ nhân viên, cán bộ, đại lý hoặc khách mời nào của NHÀ THẦU hoặc tổn thất hoặc thiệt hại đối với bất kỳ thiết bị hoặc tài sản nào của NHÀ THẦU, cho dù có phát sinh hoặc bị góp phần bởi bất kỳ sự bất cẩn hoặc vi phạm nào của CÔNG TY hay không, tùy theo quy định tại Điều 10.6.

10.2.2. The CONTRACTOR shall not have any responsibility towards the COMPANY or any third party in respect of damage to or loss of or defect in any of the COMPANY’s equipment or any part of it. Consequently, the COMPANY shall indemnify, defend and hold the CONTRACTOR harmless from and against all claims, liabilities and causes of action arising out of or resulting from damage or loss to the COMPANY’s equipment or any part of it, except as provided in Clause 10.6.

NHÀ THẦU sẽ không chịu bất kỳ trách nhiệm nào đối với CÔNG TY hoặc bất kỳ bên thứ ba nào liên quan đến thiệt hại, mất mát hoặc khuyết tật của bất kỳ thiết bị nào của CÔNG TY hoặc bất kỳ bộ phận nào của thiết bị đó. Theo đó, CÔNG TY sẽ bồi thường, bảo vệ và giữ cho NHÀ THẦU không bị ảnh hưởng khỏi mọi khiếu nại, trách nhiệm pháp lý và nguyên nhân khởi kiện phát sinh từ hoặc do thiệt hại hoặc mất mát đối với thiết bị của CÔNG TY hoặc bất kỳ bộ phận nào của thiết bị đó, ngoại trừ quy định tại Điều 10.6.

10.3.

10.3.1. The COMPANY shall indemnify, hold harmless and defend the CONTRACTOR from and against any and all liabilities, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever arising directly or indirectly out of or as a consequence of death of or illness of or injury to any employee, officer, agent or invitee of the COMPANY or the loss of or damage to any equipment or property of the COMPANY, whether or not resulting from or contributed to by any negligence or default on the part of the CONTRACTOR subject as provided in Clause 10.6.

CÔNG TY sẽ bồi thường, bảo vệ và giữ cho NHÀ THẦU không bị ảnh hưởng khỏi mọi trách nhiệm pháp lý, khiếu nại, yêu cầu, thủ tục tố tụng, thiệt hại, tổn thất, chi phí, khoản phí và chi tiêu phát sinh trực tiếp hoặc gián tiếp từ hoặc là hậu quả của việc tử vong, bệnh tật hoặc thương tích đối với bất kỳ nhân viên, cán bộ, đại lý hoặc khách mời nào của CÔNG TY hoặc tổn thất hoặc thiệt hại đối với bất kỳ thiết bị hoặc tài sản nào của CÔNG TY, cho dù có phát sinh hoặc bị góp phần bởi bất kỳ sự bất cẩn hoặc vi phạm nào của NHÀ THẦU hay không, tùy theo quy định tại Điều 10.6.

10.3.2. The COMPANY shall not have any responsibility towards the CONTRACTOR or any third party in respect of damage to or loss of or defect in any of the CONTRACTOR's equipment or any part of it. Consequently, the CONTRACTOR shall indemnify, defend and hold the COMPANY harmless from and against all claims, liabilities and causes of action arising out of or resulting from damage or loss to the CONTRACTOR's equipment or any part of it, except as provided in Clause 10.6.

CÔNG TY sẽ không chịu bất kỳ trách nhiệm nào đối với NHÀ THẦU hoặc bất kỳ bên thứ ba nào liên quan đến thiệt hại, mất mát hoặc khuyết tật của bất kỳ thiết bị nào của NHÀ THẦU hoặc bất kỳ bộ phận nào của thiết bị đó. Theo đó, NHÀ THẦU sẽ bồi thường, bảo vệ và giữ cho CÔNG TY không bị ảnh hưởng khỏi mọi khiếu nại, trách nhiệm pháp lý và nguyên nhân khởi kiện phát sinh từ hoặc do thiệt hại hoặc mất mát đối với thiết bị của NHÀ THẦU hoặc bất kỳ bộ phận nào của thiết bị đó, ngoại trừ quy định tại Điều 10.6.

10.4. Save as otherwise expressly provided herein, each Party shall indemnify (indemnifying Party), hold harmless and defend the other Party (indemnified Party) from and against any and all claims by third parties in respect of the injury to or death or illness of any person or the damage to or loss or destruction of any property which may arise out of or in the course of or be reason of any operations performed or any equipment or service, and from and against any and all actions, proceedings, liabilities, losses, damages, costs, charges and expenses whatsoever suffered or incurred by the indemnified Party in respect thereof or in relation thereto to the extent any such personal injury, death or illness or damage to or loss or destruction of property is caused by the negligence or breach of duty (whether statutory or otherwise) of the indemnifying Party. For the purposes of this Clause, "third party" shall mean any party not a member of COMPANY or Contract.

Trừ khi được quy định rõ khác tại đây, mỗi Bên sẽ bồi thường ("Bên bồi thường"), bảo vệ và giữ cho Bên kia ("Bên được bồi thường") không bị ảnh hưởng khỏi mọi khiếu nại của bên thứ ba liên quan đến thương tích, tử vong hoặc bệnh tật của bất kỳ người nào hoặc thiệt hại, mất mát hoặc hủy hoại tài sản phát sinh từ, trong quá trình hoặc do bất kỳ hoạt động nào được thực hiện hoặc bất kỳ thiết bị hoặc dịch vụ nào, và khỏi mọi hành động, thủ tục tố tụng, trách nhiệm pháp lý, tổn thất, thiệt hại, chi phí, khoản phí và chi tiêu mà Bên được bồi thường phải gánh chịu liên quan đến đó trong phạm vi mà thương tích cá nhân, tử vong hoặc bệnh tật hoặc thiệt hại, mất mát hoặc hủy hoại tài sản đó do sự bất cẩn hoặc vi phạm nghĩa vụ (theo luật định hoặc cách khác) của Bên bồi thường gây ra. Cho mục đích của Điều này, "bên thứ ba" nghĩa là bất kỳ bên nào không thuộc CÔNG TY hoặc NHÀ THẦU.

- 10.5. Notwithstanding anything to the contrary herein contained, the COMPANY shall bear all risk and responsibility for and shall indemnify, defend and hold harmless the CONTRACTOR in respect of (i) any damage to or loss of any geological formation or oil or gas reservoir or the well and the cost of re-drilling the well; (ii) loss, damage, injury and/or death resulting from fire, an explosion, a wild well or blow-out and all costs associated with such events; including but not limited to any damages caused to a rig/vessel as well as any downtime or remediation/recovery time; and/or cost of re-completion and re-running of the services or replacement of any installation; (iii) loss, damage, injury and/or death resulting from pollution and/or contamination emanating from the well and/or reservoir, including all cost of containment, clean-up and disposal; (iv) loss, damage (including all cost of containment, clean-up and disposal), injury and/or death resulting from radioactive contamination originating below the surface or in the event of contamination originating above the surface, whilst the radioactive source is under the COMPANY's direct or indirect custody and control; and (v) loss, damage, injury and/or death suffered by any third party resulting from any of the above events including loss of or damage to oil and/or gas production facilities or pipelines or any third party installations or rigs/vessels within a 500 meter radius of the worksite.

Bất kể quy định trái ngược nào tại đây, CÔNG TY sẽ chịu mọi rủi ro và trách nhiệm, đồng thời sẽ bồi thường, bảo vệ và giữ cho NHÀ THẦU không bị ảnh hưởng đối với: (i) bất kỳ thiệt hại hoặc mất mát nào đối với cấu tạo địa chất hoặc tầng chứa dầu khí hoặc giếng và chi phí khoan lại giếng; (ii) tổn thất, thiệt hại, thương tích và/hoặc tử vong do cháy, nổ, giếng phun hoặc sự cố blow-out và mọi chi phí liên quan đến các sự kiện đó, bao gồm nhưng không giới hạn ở thiệt hại gây ra cho giàn khoan/tàu cũng như thời gian ngừng hoạt động hoặc thời gian khắc phục/phục hồi và/hoặc chi phí hoàn thiện lại và thực hiện lại dịch vụ hoặc thay thế bất kỳ hệ thống lắp đặt nào; (iii) tổn thất, thiệt hại, thương tích và/hoặc tử vong do ô nhiễm và/hoặc nhiễm bẩn phát sinh từ giếng và/hoặc tầng chứa, bao gồm mọi chi phí kiểm soát, làm sạch và xử lý; (iv) tổn thất, thiệt hại (bao gồm mọi chi phí kiểm soát, làm sạch và xử lý), thương tích và/hoặc tử vong do nhiễm xạ phát sinh từ dưới bề mặt hoặc trong trường hợp nhiễm xạ phát sinh trên bề mặt khi nguồn phóng xạ đang thuộc sự quản lý và kiểm soát trực tiếp hoặc gián tiếp của CÔNG TY; và (v) tổn thất, thiệt hại, thương tích và/hoặc tử vong mà bất kỳ bên thứ ba nào phải gánh chịu do bất kỳ sự kiện nào nêu trên, bao gồm mất mát hoặc thiệt hại đối với các cơ sở sản xuất dầu khí hoặc đường ống hoặc bất kỳ công trình hay giàn khoan/tàu nào của bên thứ ba trong bán kính 500 mét tính từ khu vực làm việc.

- 10.6. The exclusions of liability and indemnities contained in Clauses 10.2 and 10.3 shall apply without regard to cause or causes thereof except in the event of Willful Misconduct of the party indemnified or benefiting from an exclusion of liability.

Các miễn trừ trách nhiệm và nghĩa vụ bồi thường quy định tại Điều 10.2 và 10.3 sẽ được áp dụng không phụ thuộc vào nguyên nhân gây ra, ngoại trừ trường hợp có Hành vi cố ý sai phạm của Bên được bồi thường hoặc được hưởng miễn trừ trách nhiệm.

Notwithstanding the indemnities provided in Articles 10.2.1 and 10.3.2, COMPANY shall be liable for, and shall indemnify CONTRACTOR if any equipment of, or provided by, CONTRACTOR is lost, damaged or destroyed while at the well site, in or outside the well, or while being transported by COMPANY, or on behalf of COMPANY, or by conveyance arranged by COMPANY, or while in the custody or under the control of COMPANY or COMPANY's Personnel. If any of the aforementioned events should occur, COMPANY shall, at the option of CONTRACTOR, (i) reimburse CONTRACTOR for the new replacement cost of such equipment if destroyed or not recovered or (ii) the cost of repair of such equipment if recovered and repairable. COMPANY shall promptly return to CONTRACTOR damaged equipment, or lost equipment subsequently recovered without dismantling such equipment.

Bất kể các nghĩa vụ bồi thường quy định tại Điều 10.2.1 và 10.3.2, CÔNG TY sẽ chịu trách nhiệm và sẽ bồi thường cho NHÀ THẦU nếu bất kỳ thiết bị nào của hoặc do NHÀ THẦU cung cấp bị mất, hư hỏng hoặc phá hủy tại địa điểm giếng khoan, trong hoặc ngoài giếng, hoặc trong quá trình vận chuyển bởi CÔNG TY, thay mất CÔNG TY hoặc bằng phương tiện do CÔNG TY sắp xếp, hoặc khi đang thuộc quyền quản lý hoặc kiểm soát của CÔNG TY hoặc Nhân sự của CÔNG TY. Nếu xảy ra bất kỳ sự kiện nào nêu trên, CÔNG TY sẽ, theo lựa chọn của NHÀ THẦU: (i) hoàn trả cho NHÀ THẦU chi phí thay thế mới đối với thiết bị bị phá hủy hoặc không thu hồi được; hoặc (ii) thanh toán chi phí sửa chữa đối với thiết bị được thu hồi và có thể sửa chữa. CÔNG TY phải nhanh chóng hoàn trả cho NHÀ THẦU thiết bị bị hư hỏng hoặc thiết bị bị mất nhưng sau đó được thu hồi mà không tháo rời thiết bị đó.

COMPANY shall assume the entire responsibility for operations in which COMPANY or its CONTRACTORS fish, attempt to fish or perform any operation that may jeopardize the retrieve-ability or the integrity of any equipment, including equipment containing radioactive sources or hazardous materials. CONTRACTOR will, without assuming liability and if so requested by COMPANY, render assistance for the recovery of such equipment.

CÔNG TY sẽ chịu hoàn toàn trách nhiệm đối với các hoạt động mà trong đó CÔNG TY hoặc các nhà thầu của mình tiến hành cứu vớt, cố gắng cứu vớt hoặc thực hiện bất kỳ hoạt động nào có thể gây nguy hiểm đến khả năng thu hồi hoặc tính toàn vẹn của bất kỳ thiết bị nào, bao gồm thiết bị chứa nguồn phóng xạ hoặc vật liệu nguy hiểm. NHÀ THẦU sẽ, mà không nhận trách nhiệm pháp lý và nếu được CÔNG TY yêu cầu, hỗ trợ việc thu hồi các thiết bị đó.

If any radioactive source is lodged or lost in a well or at the well site, while being transported by or while under the custody or control of COMPANY Group or a third-party on behalf of COMPANY, COMPANY shall immediately notify CONTRACTOR and exert its best efforts to locate and recover the source and take necessary precautions to avoid breaking, damaging or rupturing the source. If the source is irretrievable, or if it or its container is damaged or ruptured, COMPANY shall immediately notify CONTRACTOR and comply with all applicable laws and regulations including isolating and marking the location of the source. COMPANY agrees it shall not attempt to recover a sealed source in a manner that, in CONTRACTOR's opinion, could result in its rupture. If the source ruptures, COMPANY shall minimize any resulting contamination and radiation exposure and decontaminate the environment, equipment and personnel contaminated as a result.

Nếu bất kỳ nguồn phóng xạ nào bị mắc kẹt hoặc thất lạc trong giếng hoặc tại địa điểm giếng khoan, trong khi được vận chuyển bởi hoặc đang thuộc sự quản lý hoặc kiểm soát của Nhóm CÔNG TY hoặc bên thứ ba thay mặt CÔNG TY, CÔNG TY sẽ ngay lập tức thông báo cho NHÀ THẦU và nỗ lực tối đa để xác định vị trí và thu hồi nguồn đó, đồng thời thực hiện các biện pháp cần thiết để tránh làm vỡ, hư hỏng hoặc nứt nguồn phóng xạ. Nếu nguồn không thể thu hồi hoặc nếu nguồn hoặc vỏ chứa của nó bị hư hỏng hoặc nứt vỡ, CÔNG TY sẽ ngay lập tức thông báo cho NHÀ THẦU và tuân thủ mọi luật và quy định hiện hành, bao gồm việc cô lập và đánh dấu vị trí của nguồn. CÔNG TY đồng ý sẽ không cố gắng thu hồi nguồn kín theo cách mà theo ý kiến của NHÀ THẦU có thể dẫn đến việc nguồn bị nứt vỡ. Nếu nguồn bị nứt vỡ, CÔNG TY sẽ giảm thiểu mọi ô nhiễm và phơi nhiễm phóng xạ phát sinh và khử nhiễm môi trường, thiết bị và nhân sự bị ảnh hưởng.

- 10.7. The CONTRACTOR shall inform the COMPANY immediately of any accident or incident resulting in personal injury to or the death of any person or damage to or loss of any property arising from operations under this Contract. The CONTRACTOR shall prepare and present to the COMPANY the reports on any such accident or incident, as requested by the COMPANY.

NHÀ THẦU phải ngay lập tức thông báo cho CÔNG TY về bất kỳ tai nạn hoặc sự cố nào gây thương tích cá nhân hoặc tử vong cho bất kỳ người nào hoặc gây thiệt hại hoặc mất mát tài sản

phát sinh từ các hoạt động theo Hợp đồng này. NHÀ THẦU phải chuẩn bị và trình cho CÔNG TY các báo cáo liên quan đến các tai nạn hoặc sự cố đó theo yêu cầu của CÔNG TY.

- 10.8. Other than as may be absolutely necessary in the course of making a report to the police or other authorities concerning any accident, the CONTRACTOR shall not make any from of admission of liability in respect of any claim in respect of the injury or death of any person or the loss of or damage to any property for which the COMPANY is or might be liable to indemnify the CONTRACTOR hereunder, or take any action to settle or compromise any such claim, without the prior written approval of the COMPANY. The indemnities on the part of the COMPANY contained in the preceding provisions of this Clause shall not apply in any case where the CONTRACTOR or any of its personnel has failed to observe or comply with the provisions of this Clause.

Ngoại trừ trường hợp thật sự cần thiết trong quá trình lập báo cáo cho cảnh sát hoặc các cơ quan chức năng khác liên quan đến bất kỳ tai nạn nào, NHÀ THẦU sẽ không đưa ra bất kỳ hình thức thừa nhận trách nhiệm nào liên quan đến bất kỳ khiếu nại nào về thương tích hoặc tử vong của bất kỳ người nào hoặc mất mát hoặc thiệt hại tài sản mà CÔNG TY đang hoặc có thể phải bồi thường cho NHÀ THẦU theo Hợp đồng này, hoặc thực hiện bất kỳ hành động nào nhằm giải quyết hoặc thỏa hiệp đối với các khiếu nại đó mà không có sự chấp thuận trước bằng văn bản của CÔNG TY. Các nghĩa vụ bồi thường của CÔNG TY quy định tại Điều này sẽ không áp dụng trong trường hợp NHÀ THẦU hoặc bất kỳ nhân sự nào của mình không tuân thủ các quy định của Điều này.

- 10.9. CONTRACTOR and COMPANY agree to give prompt notice, one to the other, of any claim which the other Party is obligated to defend under the above stated indemnities. Upon receipt of such notice, the indemnifying Party shall investigate such claim and defend all suits and actions arising there from at its own cost including, but not limited to, interest, attorney's fee, expenses incident to such suits and actions, and judgments and costs entered therein.

NHÀ THẦU và CÔNG TY đồng ý nhanh chóng thông báo cho nhau về bất kỳ khiếu nại nào mà Bên kia có nghĩa vụ bảo vệ theo các nghĩa vụ bồi thường nêu trên. Sau khi nhận được thông báo đó, Bên bồi thường sẽ điều tra khiếu nại và tự chịu chi phí bảo vệ mọi vụ kiện và hành động phát sinh từ đó, bao gồm nhưng không giới hạn ở lãi suất, phí luật sư, chi phí liên quan đến các vụ kiện và hành động đó, cũng như các bản án và chi phí được tuyên trong đó.

- 10.10. Neither Party shall be liable to the other (or anyone for whom the other may be acting) for special, indirect or consequential damages resulting from or arising out of this Contract, including, without limitation, loss of profit or business interruptions, however same may be caused.

Không Bên nào sẽ chịu trách nhiệm với Bên kia (hoặc bất kỳ ai mà Bên kia đại diện) đối với các thiệt hại đặc biệt, gián tiếp hoặc hậu quả phát sinh từ hoặc liên quan đến Hợp đồng này, bao gồm nhưng không giới hạn ở mất lợi nhuận hoặc gián đoạn kinh doanh, bất kể nguyên nhân gây ra.

- 10.11. The obligations and responsibilities contained in this Clause 10 are continuing obligations and responsibilities and shall survive the expiration or prior termination of this Contract.

Các nghĩa vụ và trách nhiệm quy định tại Điều 10 này là các nghĩa vụ và trách nhiệm liên tục và sẽ vẫn có hiệu lực sau khi Hợp đồng này hết hạn hoặc chấm dứt trước thời hạn.

- 10.12. Due to the uncertainty of variable well conditions and the fact that interpretation of data or logs or any information provided therefrom are opinions based upon inferences from measurements and empirical relationships with respect to which analysts may differ, CONTRACTOR cannot and does not warrant the accuracy or completeness of any interpretation, recommendation, reservoir description, analysis, measurement, log, report, study, or data, furnished by CONTRACTOR hereunder ("Information"), and COMPANY has

full responsibility for any decision of whatever nature (including without limitation any financial or operational decision) based upon the Information and shall defend, indemnify and hold CONTRACTOR harmless in respect thereof, notwithstanding anything herein to the contrary.

Do tính không chắc chắn của các điều kiện giếng biến đổi và việc diễn giải dữ liệu, log hoặc bất kỳ thông tin nào cung cấp từ đó chỉ là ý kiến dựa trên suy luận từ các phép đo và các mối quan hệ thực nghiệm mà các chuyên gia phân tích có thể có quan điểm khác nhau, NHÀ THẦU không thể và không bảo đảm tính chính xác hoặc đầy đủ của bất kỳ diễn giải, khuyến nghị, mô tả tầng chứa, phân tích, phép đo, log, báo cáo, nghiên cứu hoặc dữ liệu nào do NHÀ THẦU cung cấp theo Hợp đồng này (“Thông tin”), và CÔNG TY hoàn toàn chịu trách nhiệm đối với bất kỳ quyết định nào dưới bất kỳ hình thức nào (bao gồm nhưng không giới hạn ở quyết định tài chính hoặc vận hành) dựa trên Thông tin đó và sẽ bảo vệ, bồi thường và giữ cho NHÀ THẦU không bị ảnh hưởng liên quan đến vấn đề đó, bất kể quy định trái ngược nào trong Hợp đồng này.

- 10.13. **Limitation of Liability.** Notwithstanding anything to the contrary herein, except as provided under Clauses 10.2.1 and 10.3.2, CONTRACTOR’s liability arising from or in connection with this Contract (whether for indemnity, breach of contract, negligence, misrepresentation, or otherwise) shall not in any circumstances exceed the full value of the consideration owed to CONTRACTOR under this Contract and COMPANY agrees to indemnify CONTRACTOR for any amount in excess.

Giới hạn trách nhiệm. Bất kể quy định trái ngược nào trong Hợp đồng này, ngoại trừ quy định tại Điều 10.2.1 và 10.3.2, trách nhiệm của NHÀ THẦU phát sinh từ hoặc liên quan đến Hợp đồng này (dù do bồi thường, vi phạm hợp đồng, sơ suất, trình bày sai hoặc lý do khác) trong mọi trường hợp sẽ không vượt quá toàn bộ giá trị khoản thanh toán mà NHÀ THẦU được hưởng theo Hợp đồng này và CÔNG TY đồng ý bồi thường cho NHÀ THẦU đối với bất kỳ khoản vượt quá nào.

- 10.14. **Incidental or Consequential Damages.** it is expressly agreed that CONTRACTOR shall not be liable to the COMPANY for any punitive, incidental, consequential, indirect or special damages, including, but not limited to, any loss of profits or business interruption or loss of use, loss of production or loss of rig time, regardless of the sole, joint concurrent or gross, active or passive, negligence or other fault of CONTRACTOR.

Thiệt hại ngẫu nhiên hoặc hậu quả. Các Bên thống nhất rõ ràng rằng NHÀ THẦU sẽ không chịu trách nhiệm với CÔNG TY đối với bất kỳ thiệt hại mang tính trừng phạt, ngẫu nhiên, hậu quả, gián tiếp hoặc đặc biệt nào, bao gồm nhưng không giới hạn ở mất lợi nhuận, gián đoạn kinh doanh, mất quyền sử dụng, mất sản lượng hoặc mất thời gian sử dụng giàn khoan, bất kể nguyên nhân là do sơ suất riêng lẻ, đồng thời, nghiêm trọng, chủ động hay bị động hoặc lỗi khác của NHÀ THẦU

10.15. Lost of In-Hole Equipment / Mất thiết bị trong lòng giếng

10.15.1. Principle of Compensation / Nguyên tắc bồi thường

Notwithstanding the provisions of Articles 10.2 and 10.3 of this Contract, in the event that any equipment used in the well and supplied by the CONTRACTOR or its subcontractors is lost while being operated below the rotary table, the value of such lost equipment (if any) shall be compensated by the OPERATOR **solely and limited** in accordance with the provisions of this Article 7.4.

Bất kể các quy định tại Điều 10.2 và Điều 10.3 của Hợp đồng này, trong trường hợp bất kỳ thiết bị nào sử dụng trong giếng khoan được cung cấp bởi NHÀ THẦU hoặc các nhà thầu phụ của NHÀ THẦU bị mất khi được vận hành dưới bàn xoay (rotary table), thì giá trị tổn thất của thiết bị bị mất đó (nếu có) sẽ được NHÀ ĐIỀU HÀNH bồi thường **duy nhất và giới hạn** theo quy định tại Điều 10.15 này.

The compensation value (if any) shall be determined on the basis of the reasonable residual value

of the equipment at the time the equipment is declared a total loss or irrecoverable.

Giá trị bồi thường (nếu có) được xác định trên cơ sở **giá trị còn lại hợp lý** của thiết bị tại thời điểm xảy ra sự kiện thiết bị được tuyên bố là mất toàn bộ hoặc không thể thu hồi.

The reasonable residual value of the equipment shall be determined as the original purchase value of the equipment less (-) accumulated depreciation calculated up to the time the equipment is declared a total loss or irrecoverable, in accordance with the depreciation policy consistently applied by the CONTRACTOR and in line with international oil and gas industry practice.

Giá trị còn lại hợp lý của thiết bị được xác định bằng giá trị mua ban đầu của thiết bị trừ (-) đi khấu hao lũy kế tính đến thời điểm thiết bị được tuyên bố là mất toàn bộ hoặc không thể thu hồi, phù hợp với chính sách khấu hao được NHÀ THẦU áp dụng một cách nhất quán và phù hợp với thông lệ công nghiệp dầu khí quốc tế.

10.15.2. However, the OPERATOR shall not be liable for compensation for any loss of equipment, including cases where the equipment is damaged or stuck resulting in the equipment being lost, arising from or related to the following circumstances:

Tuy nhiên, NHÀ ĐIỀU HÀNH sẽ không chịu trách nhiệm bồi thường đối với việc mất thiết bị, bao gồm cả trường hợp thiết bị bị hư hỏng hoặc bị kẹt và hậu quả là thiết bị bị mất, phát sinh từ hoặc liên quan đến các trường hợp sau đây:

i) Normal wear and tear, metal fatigue, performance degradation, or inherent failure of the equipment arising during drilling or drilling-related operations;

Sự bất cẩn duy nhất hoặc đồng thời của NHÀ THẦU hoặc nhà thầu phụ của NHÀ THẦU

ii) The sole or concurrent negligence of the CONTRACTOR or the CONTRACTOR's subcontractors;

Sự bất cẩn duy nhất hoặc đồng thời của NHÀ THẦU hoặc nhà thầu phụ của NHÀ THẦU

iii) Design defects, material defects, manufacturing defects, or any other latent defects of the equipment

Lỗi thiết kế, lỗi vật liệu, lỗi chế tạo hoặc các khiếm khuyết ẩn tỳ khác của thiết bị.

The OPERATOR shall also not be liable for any indirect or consequential losses arising from or related to the loss of the equipment.

Đồng thời, NHÀ ĐIỀU HÀNH cũng không chịu trách nhiệm bồi thường đối với bất kỳ tổn thất gián tiếp hay tổn thất hậu quả nào phát sinh từ hoặc liên quan đến việc thiết bị bị mất.

10.15.3. The value of the equipment stated in Appendix 03 (Price and Rate Schedule) of this Contract represents the value proposed by the manufacturer/supplier. Such value is for reference purposes only and shall not be considered as the default compensation value in the event of loss of equipment. Depreciation shall be calculated in accordance with the accounting standards consistently applied by the CONTRACTOR and in line with international oil and gas industry practice.

Giá trị của thiết bị được nêu tại Phụ lục 03 (Bảng giá và giá) của Hợp đồng này và là giá trị theo đề xuất của nhà sản xuất /nhà cung cấp. Giá trị này chỉ mang tính tham chiếu và không được coi là giá trị bồi thường mặc định khi xảy ra sự kiện mất thiết bị. Khấu hao được tính phù hợp với chuẩn mực kế toán được NHÀ THẦU áp dụng một cách nhất quán và phù hợp với thông lệ công nghiệp dầu khí quốc tế

The final compensation value shall be subject to review and approval by the duly authorized representative of the OPERATOR.

Giá trị bồi thường cuối cùng phải được xem xét và phê duyệt bởi Người có thẩm quyền của NHÀ ĐIỀU HÀNH.

10.15.4. To the extent that the OPERATOR is liable for compensation under this Article 7.4, the OPERATOR shall only be responsible for the **actual loss not covered by insurance**, including the insurance deductible and any portion of loss exceeding the insurance coverage limit.

Trong phạm vi NHÀ ĐIỀU HÀNH có nghĩa vụ bồi thường theo Điều 7.4 này, NHÀ ĐIỀU

HÀNH chỉ chịu trách nhiệm đối với phần tổn thất thực tế không được bảo hiểm chi trả, bao gồm mức khấu trừ bảo hiểm (deductible) và phần tổn thất vượt quá giới hạn trách nhiệm bảo hiểm.

The CONTRACTOR shall be responsible for / NHÀ THẦU có trách nhiệm:

- i) Promptly notifying the insurance company of the loss event;
Thông báo kịp thời cho doanh nghiệp bảo hiểm về sự kiện mất thiết bị
- ii) Taking all necessary actions to claim and recover insurance proceeds;
Thực hiện đầy đủ các biện pháp cần thiết để yêu cầu và thu hồi tiền bảo hiểm;
- iii) Providing the OPERATOR with all documents relating to the insurance coverage and the settlement of insurance claims.
Cung cấp cho NHÀ ĐIỀU HÀNH các tài liệu liên quan đến bảo hiểm và việc giải quyết bồi thường bảo hiểm.

If the CONTRACTOR fails to maintain adequate and valid insurance coverage for the equipment in accordance with the laws of Vietnam and international oil and gas industry practice, the OPERATOR shall have no obligation to compensate under this Article 10.15.

NHÀ THẦU không duy trì đầy đủ và có hiệu lực các bảo hiểm cho thiết bị theo quy định của pháp luật Việt Nam và thông lệ công nghiệp dầu khí quốc tế thì NHÀ ĐIỀU HÀNH không có nghĩa vụ bồi thường theo Điều 10.15 này

10.15.5. The CONTRACTOR shall be responsible for substantiating the actual compensation value with the following documents:

NHÀ THẦU có trách nhiệm chứng minh giá trị bồi thường thực tế bằng các tài liệu sau:

- i) Quotation / Sales Contract / Commercial Invoice of the equipment from the manufacturer or supplier;
Báo giá / Hợp đồng mua bán/ Hóa đơn thương mại của thiết bị với nhà sản xuất / nhà cung cấp;
- ii) Minutes confirming the loss of equipment incident;
Biên bản xác nhận sự cố mất thiết bị;
- iii) Insurance certificate or confirmation of insured value;
Chứng thư bảo hiểm / xác nhận giá trị được bảo hiểm;
- iv) Documents evidencing the depreciation policy applicable to the lost equipment, including but not limited to the depreciation method and period, applicable accounting standards, accumulated depreciation schedule, and accounting documents confirming the actual depreciation value of the equipment at the time of loss.

Tài liệu chứng minh chính sách khấu hao áp dụng đối với thiết bị bị mất, bao gồm nhưng không giới hạn: phương pháp và thời gian khấu hao, chuẩn mực kế toán được áp dụng, bảng tính khấu hao lũy kế, và các tài liệu kế toán chứng minh giá trị khấu hao thực tế của thiết bị tại thời điểm mất

10.15.6. The CONTRACTOR shall provide the OPERATOR with complete, accurate, and timely information and documentation relating to the insurance status of the equipment, including the scope of insurance coverage, deductible amount, liability limits, exclusions, and other insurance terms and conditions in accordance with Article 11 – Insurance

NHÀ THẦU có trách nhiệm cung cấp đầy đủ, chính xác và kịp thời cho NHÀ ĐIỀU HÀNH các thông tin và tài liệu liên quan đến tình trạng bảo hiểm của thiết bị, bao gồm phạm vi bảo hiểm, mức khấu trừ, giới hạn trách nhiệm, các điều khoản loại trừ và các điều kiện điều khoản bảo hiểm khác theo Điều 11 - Bảo hiểm.

11. INSURANCE / BẢO HIỂM

- 11.1. Without prejudice to the liabilities and responsibilities of the Parties under the provisions of Clause 11, before starting performance of the Work each Party shall take out for its own account and maintain for the duration of the performance of the Work adequate insurance(s) including but not limited to:

Không ảnh hưởng đến các trách nhiệm và nghĩa vụ của các Bên theo quy định tại Điều 11, trước khi bắt đầu thực hiện Công việc, mỗi Bên sẽ tự chịu chi phí mua và duy trì trong suốt thời gian thực hiện Công việc các loại bảo hiểm đầy đủ, bao gồm nhưng không giới hạn ở:

- 11.1.1. Employer's Liability Insurance and Worker's compensation coverage in compliance with applicable legislation with a maximum USD 01 (one) million, for any one incident or series of incidents arising from one event.

Bảo hiểm trách nhiệm của người sử dụng lao động và bảo hiểm bồi thường cho người lao động phù hợp với quy định pháp luật hiện hành với mức tối đa là 1.000.000 USD (một triệu đô la Mỹ) cho mỗi sự cố hoặc chuỗi sự cố phát sinh từ một sự kiện.

- 11.1.2. Third Party Liability Insurance covering personal injury and/or property damage with a maximum USD 1,000,000 (one million US dollars) for any one incident or series of incidents arising from one event.

Bảo hiểm trách nhiệm đối với bên thứ ba cho thương tích cá nhân và/hoặc thiệt hại tài sản với mức tối đa là 1.000.000 USD (một triệu đô la Mỹ) cho mỗi sự cố hoặc chuỗi sự cố phát sinh từ một sự kiện.

- 11.1.3. Comprehensive Automobile Liability Insurance complying with all applicable legislation covering all vehicles and automotive equipment used for the Service that owned, hired by or in the custody and control of each Party.

Bảo hiểm trách nhiệm toàn diện đối với phương tiện cơ giới phù hợp với tất cả các quy định pháp luật hiện hành, áp dụng cho tất cả các phương tiện và thiết bị cơ giới được sử dụng cho Dịch vụ mà thuộc sở hữu, thuê hoặc nằm trong quyền quản lý và kiểm soát của mỗi Bên.

- 11.2. The Parties shall prior to commencement of operations hereunder provide one to the other with written evidence that the aforementioned insurances have been effected and are in full force with respect to this contract and shall furnish copies of the current certificates relating thereto.

Trước khi bắt đầu thực hiện công việc theo Hợp đồng này, các Bên sẽ cung cấp cho nhau bằng chứng bằng văn bản rằng các loại bảo hiểm nêu trên đã được mua và đang có đầy đủ hiệu lực đối với Hợp đồng này, đồng thời cung cấp bản sao các giấy chứng nhận bảo hiểm hiện hành liên quan.

- 11.3. All the aforementioned insurance shall effected with a reputable insurer, shall be endorsed to provide the COMPANY with at least thirty (30) days prior written notice of cancellation or material change, and shall be endorsed designating the COMPANY and Co-Ventures as additional insured, but only with the respect to and to the extent of CONTRACTOR's liabilities and indemnities under Clause 10 of this Contract.

Tất cả các loại bảo hiểm nêu trên phải được mua từ công ty bảo hiểm có uy tín, phải có điều khoản yêu cầu thông báo trước bằng văn bản cho CÔNG TY ít nhất ba mươi (30) ngày trong trường hợp hủy bỏ hoặc thay đổi quan trọng, đồng thời phải ghi nhận CÔNG TY và các bên liên doanh là bên được bảo hiểm bổ sung, nhưng chỉ trong phạm vi và mức độ trách nhiệm và nghĩa vụ bồi thường của NHÀ THẦU theo Điều 10 của Hợp đồng này.

- 11.4. The CONTRACTOR shall provide the COMPANY with written confirmation that its insurers and the insurers of any subcontractor engaged by it have agreed to waive all rights of subrogation against the COMPANY, and its respective Affiliates, CONTRACTORS, employees and agents to the extent of CONTRACTOR's liabilities and indemnities under Clause 10 of this Contract.

NHÀ THẦU sẽ cung cấp cho CÔNG TY văn bản xác nhận rằng các công ty bảo hiểm của mình và của bất kỳ nhà thầu phụ nào do mình thuê đã đồng ý từ bỏ mọi quyền truy đòi đối với CÔNG TY và các công ty liên kết, nhà thầu, nhân viên và đại lý tương ứng của CÔNG TY trong phạm vi trách nhiệm và nghĩa vụ bồi thường của NHÀ THẦU theo Điều 10 của Hợp đồng này.

- 11.5. The limit specified in Clause 11.1 are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by The COMPANY of responsibility for financial liabilities in excess of such limits.

Các mức bảo hiểm quy định tại Điều 11.1 là các yêu cầu tối thiểu và sẽ không được hiểu theo bất kỳ cách nào là giới hạn trách nhiệm hoặc là việc CÔNG TY chấp nhận chịu trách nhiệm tài chính vượt quá các mức đó.

- 11.6. It shall be CONTRACTOR's responsibility to ensure that any Subcontractor engaged by it effects and maintains Employer's Liability Insurance and Third-Party Liability Insurance together with such other insurances as may be required by law or as the COMPANY and/or CONTRACTOR may consider necessary.

NHÀ THẦU có trách nhiệm đảm bảo rằng bất kỳ Nhà thầu phụ nào do mình thuê đều mua và duy trì Bảo hiểm trách nhiệm của người sử dụng lao động và Bảo hiểm trách nhiệm đối với bên thứ ba cùng với các loại bảo hiểm khác theo yêu cầu của pháp luật hoặc theo yêu cầu mà CÔNG TY và/hoặc NHÀ THẦU cho là cần thiết.

- 11.7. If a Party fails to effect or keep in force any of the insurance required under this Contract, the other Party shall be entitled to effect and keep in force the same and pay such premiums as may be necessary for that purpose and then deduct the amount so paid from any moneys due or which may become due to the Party hereunder or recover the same as a debt.

Nếu một Bên không mua hoặc không duy trì hiệu lực của bất kỳ loại bảo hiểm nào được yêu cầu theo Hợp đồng này, Bên kia có quyền mua và duy trì hiệu lực loại bảo hiểm đó và thanh toán các khoản phí bảo hiểm cần thiết cho mục đích đó, sau đó khấu trừ số tiền đã thanh toán từ bất kỳ khoản tiền nào đến hạn hoặc sẽ đến hạn thanh toán cho Bên vi phạm theo Hợp đồng này hoặc thu hồi khoản tiền đó như một khoản nợ.

12. TERMINATION /CHẤM DỨT HỢP ĐỒNG

- 12.1. Termination without cause/Chấm dứt không có lý do

Not applicable / không áp dụng

- 12.2. Termination by reason of FORCE MAJEURE

Chấm dứt do SỰ KIẾN BẤT KHẢ KHÁNG

If by reason of the FORCE MAJEURE, CONTRACTOR is prevented from performing its obligations under this Contract for a continuous period of 15 (fifteen) days, COMPANY may terminate this Contract by giving CONTRACTOR 07 (seven) days prior written notice. In the event of such termination, CONTRACTOR shall be paid for all the work performed up to the date of termination.

Nếu vì lý do SỰ KIẾN BẤT KHẢ KHÁNG mà NHÀ THẦU bị ngăn cản thực hiện các nghĩa vụ của mình theo Hợp đồng này trong thời gian liên tục 15 (mười lăm) ngày, CÔNG TY có thể chấm dứt Hợp đồng này bằng cách gửi thông báo bằng văn bản trước 07 (bảy) ngày cho NHÀ THẦU. Trong trường hợp chấm dứt như vậy, NHÀ THẦU sẽ được thanh toán cho toàn bộ công việc đã thực hiện đến ngày chấm dứt.

- 12.3. Termination due to changes in Statutes or Regulations

Chấm dứt do thay đổi Luật hoặc Quy định

If government authority having jurisdiction over the Operating Area amends any statute or regulation which takes effect during the TERM OF CONTRACT and which imposes additional obligations on CONTRACTOR or CONTRACTOR's Equipment, Materials or Services, COMPANY may require CONTRACTOR to comply with such amendment. COMPANY will assume all of CONTRACTOR's costs incurred in satisfying the new obligation or negotiate a corresponding new arising charge. If having regard to the costs of complying with such amendment, either Party considers it uneconomic to proceed with the Services, it may terminate the Contract upon completion of the well in progress.

Nếu cơ quan nhà nước có thẩm quyền đối với Khu vực hoạt động sửa đổi bất kỳ luật hoặc quy định nào có hiệu lực trong THỜI HẠN HỢP ĐỒNG và việc sửa đổi đó áp đặt thêm nghĩa vụ đối với NHÀ THẦU hoặc Thiết bị, Vật tư hoặc Dịch vụ của NHÀ THẦU, CÔNG TY có thể yêu cầu NHÀ THẦU tuân thủ sửa đổi đó. CÔNG TY sẽ chịu mọi chi phí mà NHÀ THẦU phát sinh để đáp ứng nghĩa vụ mới hoặc sẽ đàm phán một khoản chi phí phát sinh tương ứng mới. Nếu xét đến chi phí tuân thủ sửa đổi đó mà một trong hai Bên cho rằng việc tiếp tục thực hiện Dịch vụ là không kinh tế, Bên đó có thể chấm dứt Hợp đồng sau khi hoàn thành giếng đang thực hiện.

In the event of such termination, COMPANY shall, as complete settlement of the Contract, pay the CONTRACTOR all part of the Services performed up to the date of termination.

Trong trường hợp chấm dứt như vậy, CÔNG TY sẽ, như là khoản thanh toán cuối cùng để thanh lý Hợp đồng, thanh toán cho NHÀ THẦU toàn bộ phần Dịch vụ đã thực hiện đến ngày chấm dứt.

12.4. Termination due to fault of CONTRACTOR

Chấm dứt do lỗi của NHÀ THẦU

In the event of a serious material breach by CONTRACTOR of any of the covenants contained herein to be performed by CONTRACTOR, COMPANY shall have right to terminate this Contract by giving written notice to CONTRACTOR of its intention to do so, provided that CONTRACTOR has the right to rectify such breach of covenant within 15 (fifteen) days. If such rectification is not or cannot be performed, this Contract shall be terminated on the 16th (sixteenth) day following the issuance of written notice by COMPANY. COMPANY shall pay for all parts of Services performed by CONTRACTOR up to the date of actual termination of the Contract. CONTRACTOR's total liability in the event of Termination due to CONTRACTOR's fault will be limited to COMPANY's forfeiture of the Performance Bond.

Trong trường hợp NHÀ THẦU vi phạm nghiêm trọng bất kỳ cam kết trọng yếu nào quy định trong Hợp đồng này mà NHÀ THẦU có nghĩa vụ thực hiện, CÔNG TY có quyền chấm dứt Hợp đồng này bằng cách gửi thông báo bằng văn bản cho NHÀ THẦU về ý định chấm dứt, với điều kiện NHÀ THẦU có quyền khắc phục vi phạm đó trong vòng 15 (mười lăm) ngày. Nếu việc khắc phục đó không được hoặc không thể thực hiện, Hợp đồng này sẽ bị chấm dứt vào ngày thứ 16 (mười sáu) kể từ ngày CÔNG TY phát hành thông báo bằng văn bản. CÔNG TY sẽ thanh toán cho toàn bộ phần Dịch vụ đã được NHÀ THẦU thực hiện đến ngày Hợp đồng thực tế chấm dứt. Tổng trách nhiệm của NHÀ THẦU trong trường hợp chấm dứt do lỗi của NHÀ THẦU sẽ được giới hạn ở việc CÔNG TY tịch thu Bảo lãnh thực hiện hợp đồng.

13. **FORCE MAJEURE/ BẤT KHẢ KHÁNG:**

- 13.1. Should any circumstance arise which preventing either party from wholly or partially carrying out his obligation under this contract, namely: fire, acts of God, war, military actions of any nature, the time stipulated for the performance of the obligations of the contract should be extended for and as long as the period of consequence of force majeure lasts.

Nếu phát sinh bất kỳ hoàn cảnh nào ngăn cản một trong hai Bên thực hiện toàn bộ hoặc một phần nghĩa vụ của mình theo Hợp đồng này, bao gồm: hỏa hoạn, thiên tai, chiến tranh, các hành động quân sự dưới mọi hình thức, thì thời hạn thực hiện các nghĩa vụ của Hợp đồng sẽ được gia hạn tương ứng với khoảng thời gian kéo dài của hậu quả do sự kiện bất khả kháng gây ra.

- 13.2. In the event of these circumstances continue for more than three months, either party shall have the right to refuse to continue the performance of his obligation without the right for indemnification of any losses from the other party.

Trong trường hợp các hoàn cảnh này kéo dài hơn ba tháng, một trong hai Bên có quyền từ chối tiếp tục thực hiện nghĩa vụ của mình mà không có quyền yêu cầu Bên kia bồi thường bất kỳ tổn thất nào.

- 13.3. The party unable to carry out his obligations under this contract shall immediately advise to the other party. Delay in information above 10 days of the beginning and cessation of the force majeure circumstances deprives the CONTRACTOR or the COMPANY of the right due to him to refer on these circumstances in future.

Bên không thể thực hiện các nghĩa vụ của mình theo Hợp đồng này phải ngay lập tức thông báo cho Bên kia. Việc chậm thông báo quá 10 ngày kể từ khi bắt đầu và chấm dứt các hoàn cảnh bất khả kháng sẽ làm cho NHÀ THẦU hoặc CÔNG TY mất quyền viện dẫn các hoàn cảnh đó trong tương lai.

- 13.4. The certificate issued by the Chamber of Commerce of the CONTRACTOR's country or COMPANY's country shall be sufficient proof of the operation and duration of such circumstances.

Giấy chứng nhận do Phòng Thương mại của nước NHÀ THẦU hoặc nước của CÔNG TY cấp sẽ là bằng chứng đầy đủ về sự tồn tại và thời gian kéo dài của các hoàn cảnh đó.

- 13.5. Manufacturing difficulties such as shortages of raw materials, electric power, labor etc. shall not be considered as force majeure and shall not release the CONTRACTOR from responsibilities of delay in performance or non-performance of this contract.

Các khó khăn trong sản xuất như thiếu nguyên vật liệu, điện năng, lao động, v.v. sẽ không được coi là sự kiện bất khả kháng và sẽ không miễn trừ cho NHÀ THẦU khỏi trách nhiệm do chậm thực hiện hoặc không thực hiện Hợp đồng này.

Neither Party shall be responsible for any loss or damage of any kind for a failure or delay in performance of any obligation if such failure or delay is attributable to the Force Majeure cases Force Majeure cannot be used to excuse or delay any payment obligations of the Contract.

Không Bên nào phải chịu trách nhiệm đối với bất kỳ tổn thất hoặc thiệt hại nào dưới bất kỳ hình thức nào do việc không thực hiện hoặc chậm thực hiện bất kỳ nghĩa vụ nào nếu việc không thực hiện hoặc chậm thực hiện đó là do các trường hợp Bất khả kháng gây ra. Sự kiện Bất khả kháng không thể được sử dụng để miễn trừ hoặc trì hoãn bất kỳ nghĩa vụ thanh toán nào theo Hợp đồng.

14. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS **BẢO MẬT VÀ QUYỀN SỞ HỮU TÀI LIỆU**

- 14.1. All data and information supplied to or acquired by the CONTRACTOR in the course or as a consequence of operation under this Contract concerning the commercial or technical affairs or operations of the COMPANY or any of its Affiliates, (but excluding any such data or information which the CONTRACTOR can demonstrate is generally available to public otherwise than through unauthorized disclosure by the CONTRACTOR) shall be held strictly

confidential and shall not be reproduced or used for any purpose unrelated to this Contract or disclosed in any way to any third party without the previous written consent of the COMPANY.

Tất cả dữ liệu và thông tin được cung cấp cho hoặc do NHÀ THẦU thu thập được trong quá trình hoặc là kết quả của việc thực hiện Hợp đồng này liên quan đến các vấn đề thương mại, kỹ thuật hoặc hoạt động của CÔNG TY hoặc bất kỳ công ty liên kết nào của CÔNG TY (ngoại trừ các dữ liệu hoặc thông tin mà NHÀ THẦU có thể chứng minh là đã được công khai rộng rãi không phải do việc tiết lộ trái phép của NHÀ THẦU) sẽ được giữ tuyệt đối bí mật và không được sao chép hoặc sử dụng cho bất kỳ mục đích nào không liên quan đến Hợp đồng này hoặc tiết lộ dưới bất kỳ hình thức nào cho bất kỳ bên thứ ba nào mà không có sự chấp thuận trước bằng văn bản của CÔNG TY.

- 14.2. On the expiration or prior termination of this Contract the CONTRACTOR shall promptly deliver to the COMPANY any and all copies of such data and information in its possession. The CONTRACTOR shall use its best endeavors to minimize the risk of disclosure of confidential data and information by ensuring that only those employees and Subcontractors whose duties will require them to possess any of such data or information shall have access thereto and that all such employees and Subcontractors are made aware of and observe the obligations as to confidentiality contained in this Clause.

Khi Hợp đồng này hết hạn hoặc chấm dứt trước thời hạn, NHÀ THẦU phải nhanh chóng bàn giao cho CÔNG TY bất kỳ và toàn bộ bản sao của các dữ liệu và thông tin đó đang thuộc quyền sở hữu của mình. NHÀ THẦU phải nỗ lực tối đa để giảm thiểu nguy cơ tiết lộ dữ liệu và thông tin mật bằng cách đảm bảo rằng chỉ những nhân viên và Nhà thầu phụ có nhiệm vụ yêu cầu phải tiếp cận các dữ liệu hoặc thông tin đó mới được quyền truy cập, đồng thời đảm bảo tất cả các nhân viên và Nhà thầu phụ đó đều được thông báo và tuân thủ các nghĩa vụ bảo mật quy định tại Điều này.

- 14.3. Title to and copyright in all specifications, drawings, maps, charts, reports, calculations and data supplied by the COMPANY to the CONTRACTOR as whole or parts of the deliverables of this Contract shall remain vested in the COMPANY.

Quyền sở hữu và bản quyền đối với tất cả các quy cách kỹ thuật, bản vẽ, bản đồ, sơ đồ, báo cáo, tính toán và dữ liệu do CÔNG TY cung cấp cho NHÀ THẦU như là toàn bộ hoặc một phần của các sản phẩm bàn giao theo Hợp đồng này sẽ vẫn thuộc về CÔNG TY.

- 14.4. All techniques, processes and other trade secrets of the CONTRACTOR (except to the extent they are or subsequently become public knowledge) shall remain the property of the CONTRACTOR and shall be held confidential by the COMPANY.

Tất cả các kỹ thuật, quy trình và các bí mật thương mại khác của NHÀ THẦU (ngoại trừ trong phạm vi chúng đã hoặc sau này trở thành thông tin công khai) sẽ vẫn là tài sản của NHÀ THẦU và sẽ được CÔNG TY giữ bí mật.

- 14.5. The obligations contained in this Clause 14 shall survive the expiration or prior termination of this Contract for a period of five (5) years thereafter.

Các nghĩa vụ quy định tại Điều 14 này sẽ tiếp tục có hiệu lực trong thời hạn năm (05) năm sau khi Hợp đồng này hết hạn hoặc chấm dứt trước thời hạn.

15. PATENTS / BẰNG SÁNG CHẾ

- 15.1. The CONTRACTOR warrants that all equipment, methods and processes supplied or used by the CONTRACTOR for or in connection with this Contract do not and will not infringe the intellectual property rights of any third party whether in the form of letters patent, registered designs, copyrights, trademarks or any similar rights and the CONTRACTOR shall indemnify, hold harmless and defend the COMPANY from and against all claims, actions, proceedings,

demands, damages, liabilities, costs, charges and expenses whatsoever suffered or incurred by the COMPANY as a result of any breach by the CONTRACTOR of the aforesaid warranty.

NHÀ THẦU bảo đảm rằng tất cả thiết bị, phương pháp và quy trình do NHÀ THẦU cung cấp hoặc sử dụng cho hoặc liên quan đến Hợp đồng này không và sẽ không xâm phạm quyền sở hữu trí tuệ của bất kỳ bên thứ ba nào dưới hình thức bằng sáng chế, kiểu dáng công nghiệp đã đăng ký, bản quyền, nhãn hiệu hoặc bất kỳ quyền tương tự nào, và NHÀ THẦU sẽ bồi thường, bảo vệ và giữ cho CÔNG TY không bị ảnh hưởng khỏi mọi khiếu nại, hành động, thủ tục tố tụng, yêu cầu, thiệt hại, trách nhiệm pháp lý, chi phí, khoản phí và chi tiêu mà CÔNG TY phải gánh chịu hoặc phát sinh do bất kỳ vi phạm nào của NHÀ THẦU đối với cam kết nêu trên.

- 15.2. CONTRACTOR owns all rights to the proprietary Intellectual Property embodied in the services and products CONTRACTOR provides to COMPANY or which are created in the course of providing such services or products to COMPANY. CONTRACTOR does not transfer any ownership rights in such Intellectual Property to COMPANY.

NHÀ THẦU sở hữu toàn bộ quyền đối với tài sản trí tuệ độc quyền được thể hiện trong các dịch vụ và sản phẩm mà NHÀ THẦU cung cấp cho CÔNG TY hoặc được tạo ra trong quá trình cung cấp các dịch vụ hoặc sản phẩm đó cho CÔNG TY. NHÀ THẦU không chuyển giao bất kỳ quyền sở hữu nào đối với tài sản trí tuệ đó cho CÔNG TY.

- 15.3. CONTRACTOR will not be liable for Intellectual Property infringement that arises: (i) out of a COMPANY's use of CONTRACTOR products or services in combination with products or services not provided by CONTRACTOR; (ii) where the CONTRACTOR products or services have been specially modified, designed and/or manufactured to meet a COMPANY's specifications; (iii) out of unauthorized additions or modifications to CONTRACTOR products or services; or (iv) where the COMPANY's use of CONTRACTOR products or services does not correspond to CONTRACTOR published standards or specifications. CONTRACTOR may accept liability only for Intellectual Property infringement claims arising out of a COMPANY's normal use of CONTRACTOR products and services.

NHÀ THẦU sẽ không chịu trách nhiệm đối với hành vi xâm phạm quyền sở hữu trí tuệ phát sinh từ: (i) việc CÔNG TY sử dụng sản phẩm hoặc dịch vụ của NHÀ THẦU kết hợp với các sản phẩm hoặc dịch vụ không do NHÀ THẦU cung cấp; (ii) trường hợp sản phẩm hoặc dịch vụ của NHÀ THẦU được sửa đổi, thiết kế và/hoặc sản xuất đặc biệt để đáp ứng các yêu cầu kỹ thuật của CÔNG TY; (iii) các bổ sung hoặc sửa đổi trái phép đối với sản phẩm hoặc dịch vụ của NHÀ THẦU; hoặc (iv) việc CÔNG TY sử dụng sản phẩm hoặc dịch vụ của NHÀ THẦU không phù hợp với các tiêu chuẩn hoặc quy cách kỹ thuật đã được NHÀ THẦU công bố. NHÀ THẦU chỉ có thể chấp nhận trách nhiệm đối với các khiếu nại xâm phạm quyền sở hữu trí tuệ phát sinh từ việc CÔNG TY sử dụng thông thường các sản phẩm và dịch vụ của NHÀ THẦU.

16. INDEPENDENT CONTRACTOR / NHÀ THẦU ĐỘC LẬP

- 16.1. In the performance of this Contract the CONTRACTOR shall be an independent CONTRACTOR and in no event shall the CONTRACTOR or any of its Subcontractors or any of its or their respective agents, representatives or employees be considered or authorized an agent, representative or employee of the COMPANY.

Trong quá trình thực hiện Hợp đồng này, NHÀ THẦU sẽ là một nhà thầu độc lập và trong mọi trường hợp, NHÀ THẦU hoặc bất kỳ Nhà thầu phụ nào của mình hoặc bất kỳ đại lý, đại diện hay nhân viên tương ứng nào của họ sẽ không được coi là hoặc được phép hoạt động như đại lý, đại diện hoặc nhân viên của CÔNG TY.

- 16.2. As an independent CONTRACTOR, the CONTRACTOR shall be in complete charge of its personnel and equipment, with the right and responsibility to control, manage and direct the detailed manner and means of performance of the operations to be carried out under this

Contract, subject only to the COMPANY's right to give instructions as to the scope and program or the said operations and general powers to inspect and monitor the work carried out in order to ensure the satisfactory performance thereof in accordance with the terms of this Contract.

Với tư cách là một nhà thầu độc lập, NHÀ THẦU sẽ hoàn toàn chịu trách nhiệm quản lý nhân sự và thiết bị của mình, đồng thời có quyền và trách nhiệm kiểm soát, quản lý và chỉ đạo chi tiết cách thức và phương tiện thực hiện các hoạt động theo Hợp đồng này, chỉ phụ thuộc vào quyền của CÔNG TY trong việc đưa ra các chỉ dẫn liên quan đến phạm vi và chương trình của các hoạt động nói trên cũng như quyền chung trong việc kiểm tra và giám sát công việc được thực hiện nhằm đảm bảo việc thực hiện công việc đạt yêu cầu theo các điều khoản của Hợp đồng này.

17. ASSIGNMENT AND SUBCONTRACTING / CHUYỂN NHƯỢNG VÀ THẦU PHỤ

- 17.1. The CONTRACTOR shall not assign this Contract or any part thereof or any benefit or interest therein or thereunder, nor shall it subcontract the whole or any part of the work to be performed, without having first obtained the prior written consent of the COMPANY.

NHÀ THẦU sẽ không được chuyển nhượng Hợp đồng này hoặc bất kỳ phần nào của Hợp đồng, hoặc bất kỳ quyền lợi hay lợi ích nào trong hoặc theo Hợp đồng này, cũng như không được giao thầu phụ toàn bộ hoặc bất kỳ phần nào của công việc phải thực hiện, nếu chưa có sự chấp thuận trước bằng văn bản của CÔNG TY.

- 17.2. Notwithstanding the COMPANY's consent under Article 17.1, no subcontract shall relieve the CONTRACTOR from any of its obligations and liabilities under this Contract and the CONTRACTOR shall be responsible for acts, defaults and neglects of any Subcontractor, its agents or representatives as fully as if they were the acts, defaults or neglects of the CONTRACTOR, its agents or representatives.

Bất kể sự chấp thuận của CÔNG TY theo Điều 17.1, việc giao thầu phụ sẽ không miễn trừ cho NHÀ THẦU khỏi bất kỳ nghĩa vụ và trách nhiệm nào của mình theo Hợp đồng này, và NHÀ THẦU sẽ chịu trách nhiệm đối với các hành vi, vi phạm và thiếu sót của bất kỳ Nhà thầu phụ nào, cũng như của các đại lý hoặc đại diện của Nhà thầu phụ đó, như thể đó là các hành vi, vi phạm hoặc thiếu sót của chính NHÀ THẦU hoặc các đại lý hay đại diện của NHÀ THẦU.

- 17.3. The COMPANY, subject to CONTRACTOR's prior written consent which shall not be unreasonably withheld, shall be entitled at any time to assign, transfer or sublet this Contract or any right, interest or benefit therein (and to accept reassignment thereof) for all or any part of the term then remaining (including any extension thereof) to any Affiliate of the COMPANY as operator in respect of the Operating Area where the Services are to be performed.

CÔNG TY, với điều kiện có sự chấp thuận trước bằng văn bản của NHÀ THẦU mà sự chấp thuận này không được từ chối một cách vô lý, sẽ có quyền vào bất kỳ thời điểm nào chuyển nhượng, chuyển giao hoặc cho thuê lại Hợp đồng này hoặc bất kỳ quyền, lợi ích hay quyền hưởng lợi nào trong Hợp đồng (và chấp nhận việc chuyển nhượng lại) cho bất kỳ công ty liên kết nào của CÔNG TY với tư cách là đơn vị điều hành đối với Khu vực hoạt động nơi Dịch vụ sẽ được thực hiện, cho toàn bộ hoặc bất kỳ phần nào của thời hạn còn lại của Hợp đồng (bao gồm cả bất kỳ gia hạn nào).

18. AGREED AND LIQUIDATED DAMAGES / PHẠT VI PHẠM HỢP ĐỒNG

- 18.1. For delay in commencement or completion of each call out under the present Contract terms as per Article 2 by CONTRACTOR's fault, the CONTRACTOR shall pay the COMPANY a liquidated damage at the rate of **01% per week** for 04 first week and rate **1.5% per week** for the subsequent weeks of the Actual Total Lumpsum Value of Each

call out.

Đối với việc chậm bắt đầu hoặc chậm hoàn thành từng đợt huy động theo các điều khoản của Hợp đồng này quy định tại Điều 2 do lỗi của NHÀ THẦU, NHÀ THẦU sẽ phải trả cho CÔNG TY khoản phạt vi phạm với mức **01% mỗi tuần** cho 04 tuần đầu tiên và mức **1,5% mỗi tuần** cho các tuần tiếp theo cho Giá trị thực tế trọn gói của từng đợt huy động.

- 18.2. The total amount of agreed and liquidated damages shall not exceed **8%** of the Actual Total Lumpsum Value.

Tổng số tiền phạt vi phạm và bồi thường thiệt hại ấn định trước sẽ không vượt quá 8% Giá trị thực tế trọn gói.

- 18.3. The rate of agreed and liquidated damages is not subject to any alteration by arbitration. The amount of agreed liquidated damages is to be deducted by COMPANY from CONTRACTOR's Invoices while effecting the payment.

Mức phạt vi phạm và bồi thường thiệt hại ấn định trước sẽ không bị thay đổi bởi trọng tài. Số tiền phạt vi phạm được thỏa thuận sẽ được CÔNG TY khấu trừ từ các hóa đơn của NHÀ THẦU khi thực hiện thanh toán.

Should COMPANY fail to deduct the sum of the money of agreed and liquidated damages from CONTRACTOR's Invoice, CONTRACTOR shall have to pay it within 15 days upon COMPANY's first request.

Trong trường hợp CÔNG TY không khấu trừ khoản tiền phạt vi phạm và bồi thường thiệt hại ấn định trước từ hóa đơn của NHÀ THẦU, NHÀ THẦU sẽ phải thanh toán khoản tiền đó trong vòng 15 ngày kể từ yêu cầu đầu tiên của CÔNG TY.

- 18.4. For the purposes of applying liquidated damages the following shall not be taken into consideration:

Cho mục đích áp dụng khoản phạt vi phạm và bồi thường thiệt hại ấn định trước, các trường hợp sau sẽ không được tính đến:

- a) In the case of acquisition, any time lost due to third party interference, time lost due to circumstances beyond the reasonable control of CONTRACTOR or for reasons attributable to COMPANY.

Trong trường hợp thu thập dữ liệu, mọi khoảng thời gian bị mất do sự can thiệp của bên thứ ba, thời gian bị mất do các hoàn cảnh nằm ngoài khả năng kiểm soát hợp lý của NHÀ THẦU hoặc vì các lý do thuộc trách nhiệm của CÔNG TY.

- b) In the case of processing, any time or delays while waiting on COMPANY's instructions to proceed with any part of the work.

Trong trường hợp xử lý dữ liệu, mọi khoảng thời gian hoặc sự chậm trễ trong khi chờ chỉ dẫn của CÔNG TY để tiếp tục bất kỳ phần công việc nào.

All such time shall be added to the stipulated date stated in Article 2 for commencement or completion of the Service.

Tất cả các khoảng thời gian đó sẽ được cộng thêm vào thời hạn quy định tại Điều 2 về việc bắt đầu hoặc hoàn thành Dịch vụ.

19. PERFORMANCE BOND / BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

- 19.1. Within 07 (seven) days from date of Contract signing, the CONTRACTOR shall open a Performance Bond in favour of the COMPANY covering **three percent (3%)** of the Estimated Contract value and valid to This Performance Bond to be issued by

the first-class international bank. The issuing Bank shall send the original of Performance Bond to COMPANY through Vietcombank Vung Tau Branch.

Trong vòng 07 (bảy) ngày kể từ ngày ký Hợp đồng, NHÀ THẦU phải mở Bảo lãnh thực hiện hợp đồng có lợi cho CÔNG TY với giá trị bằng ba phần trăm (3%) Giá trị Hợp đồng dự kiến và có hiệu lực đến ngày Bảo lãnh thực hiện hợp đồng này phải được phát hành bởi ngân hàng quốc tế hạng nhất. Ngân hàng phát hành sẽ gửi bản gốc Bảo lãnh thực hiện hợp đồng cho CÔNG TY thông qua Chi nhánh Vietcombank Vũng Tàu.

The contents of the Performance Bond shall be in conformity with the Appendix V of this Contract.

Nội dung của Bảo lãnh thực hiện hợp đồng phải phù hợp với Phụ lục V của Hợp đồng này.

All costs relating to the Performance Bond shall be at CONTRACTOR's account.

Mọi chi phí liên quan đến Bảo lãnh thực hiện hợp đồng sẽ do NHÀ THẦU chịu.

- 19.2. Should the COMPANY not receive the valid, satisfactory Performance Bond within 20 days from the Contract signing date, the COMPANY has the right to hold any payment and withdraw the Bid Bond without recourse to the law court or to arbitration.

Trong trường hợp CÔNG TY không nhận được Bảo lãnh thực hiện hợp đồng hợp lệ và đạt yêu cầu trong vòng 20 ngày kể từ ngày ký Hợp đồng, CÔNG TY có quyền giữ lại mọi khoản thanh toán và thu giữ Bảo lãnh dự thầu mà không cần thông qua tòa án hoặc trọng tài.

- 19.3. Should the validity of the Performance Bond be required to be extended (due to delay or extension of the Services), CONTRACTOR shall immediately instruct the Issuing Bank to make amendment to the Performance Bond. Such amendment shall be advised by the Issuing Bank to COMPANY through Vietcombank Vung Tau Branch.

Trong trường hợp cần gia hạn hiệu lực của Bảo lãnh thực hiện hợp đồng (do chậm trễ hoặc gia hạn Dịch vụ), NHÀ THẦU phải ngay lập tức chỉ thị cho Ngân hàng phát hành thực hiện sửa đổi Bảo lãnh thực hiện hợp đồng. Việc sửa đổi này sẽ được Ngân hàng phát hành thông báo cho CÔNG TY thông qua Chi nhánh Vietcombank Vũng Tàu.

- 19.4. Should the COMPANY make use of Performance Bond, it will immediately send to the CONTRACTOR copy of declaration to the bank.

Trong trường hợp CÔNG TY sử dụng Bảo lãnh thực hiện hợp đồng, CÔNG TY sẽ ngay lập tức gửi cho NHÀ THẦU bản sao văn bản tuyên bố gửi ngân hàng.

20. DATA AND REPORTS / DỮ LIỆU VÀ BÁO CÁO

- 20.1. CONTRACTOR shall keep complete and adequate records of all operations conducted hereunder and shall supply such data and information as will keep COMPANY's Representative at all times fully informed of the work as the same progresses and of all results currently obtained.

NHÀ THẦU phải lưu giữ đầy đủ và thích hợp hồ sơ của tất cả các hoạt động được thực hiện theo Hợp đồng này và phải cung cấp các dữ liệu và thông tin cần thiết để Đại diện của CÔNG TY luôn được cập nhật đầy đủ về công việc trong suốt quá trình thực hiện cũng như về tất cả các kết quả hiện có đạt được.

- 20.2. The CONTRACTOR shall submit to the COMPANY the reports and logs specified in Appendix I.

NHÀ THẦU phải trình cho CÔNG TY các báo cáo và tài liệu ghi nhận (logs) được quy định tại Phụ lục I.

21. GOVERNING LAW AND JURISDICTION

LUẬT ĐIỀU CHỈNH VÀ GIẢI QUYẾT TRANH CHẤP

- 20.3. This Contract shall be governed by and construed in accordance with the Laws of S. R. Vietnam. The applicable law shall be the Law of S.R. Vietnam.
- Hợp đồng này sẽ được điều chỉnh và giải thích theo pháp luật của nước Cộng hòa Xã hội Chủ nghĩa Việt Nam. Luật áp dụng là pháp luật của nước Cộng hòa Xã hội Chủ nghĩa Việt Nam.
- 20.4. Any disputes or discrepancies which may arise out of this Contract shall be settled smoothly, amicably, based on mutual understanding.
- Mọi tranh chấp hoặc bất đồng phát sinh từ Hợp đồng này sẽ được giải quyết trên tinh thần thiện chí, hòa giải và dựa trên sự hiểu biết lẫn nhau.
- 20.5. Any disputes or discrepancies in connection with this Contract, which cannot be settled amicably, shall be referred for final decision by Vietnam International Arbitration Centre (VIAC). The place of the arbitration shall be Hanoi, S.R. Vietnam. The number of arbitrators shall be one (01).
- Mọi tranh chấp hoặc bất đồng liên quan đến Hợp đồng này mà không thể giải quyết bằng thương lượng hòa giải sẽ được đưa ra giải quyết cuối cùng tại Trung tâm trọng tài quốc tế Việt Nam (VIAC). Địa điểm trung tâm trọng tài là Hà Nội, Việt Nam. Số lượng trọng tài viên là một (01).
- 20.6. Decision of arbitration shall be final and binding upon both parties.
- Phán quyết của trọng tài là cuối cùng và có giá trị ràng buộc đối với cả hai Bên.
- 20.7. All expenses in connection with the arbitration will be borne by the losing party.
- Mọi chi phí liên quan đến trọng tài sẽ do bên thua kiện chịu.

22. NOTICES / THÔNG BÁO

- 22.1. All notices and order communication provided in this Contract shall be in writing. Such notices and communications shall be delivered by hand to an authorized representative of the party to equivalent, telex, telecopy, telegram or cable, postage and charges prepaid, to the parties at the following addresses:

Tất cả các thông báo và trao đổi liên lạc theo quy định của Hợp đồng này phải được thực hiện bằng văn bản. Các thông báo và trao đổi này sẽ được giao trực tiếp cho đại diện có thẩm quyền của Bên liên quan hoặc gửi bằng telex, fax, điện tín hoặc điện báo, với cước phí và chi phí đã được thanh toán trước, đến các Bên theo các địa chỉ sau:

The COMPANY: VIETSOVPETRO

105 Le Loi Street, Vung Tau Ward, Ho Chi Minh City

Tel. 84-254-3839871/3839872 Fax.84-254-3839857

The CONTRACTOR:

Address

Tel.

Fax.

- 22.2. Unless otherwise provided herein, notices and other communications given by registered airmail or inland equivalent shall be deemed received on the date shown on the receipt and notices and other communications by cable, telecopy, telegram or telex shall be deemed received the working day next following the day of transmission. Either party may change its address at any time by giving notice of such change in writing to the other party.

Trừ khi có quy định khác trong Hợp đồng này, các thông báo và trao đổi khác được gửi bằng thư bảo đảm hàng không hoặc hình thức tương đương trong nước sẽ được xem là đã nhận vào ngày ghi trên biên nhận; còn các thông báo và trao đổi khác được gửi bằng điện báo, fax, điện tín hoặc telex sẽ được xem là đã nhận vào ngày làm việc tiếp theo sau ngày gửi. Mỗi Bên có thể thay đổi địa chỉ của mình vào bất kỳ thời điểm nào bằng cách gửi thông báo bằng văn bản về sự thay đổi đó cho Bên kia.

23. **OTHER PROVISIONS/CÁC ĐIỀU KHOẢN KHÁC**

Employee Solicitation. Except with the prior written consent of CONTRACTOR, COMPANY shall not directly, indirectly or through third parties solicit, recruit or induce any CONTRACTOR employee, consultant or representative to leave, terminate or otherwise end his/her association with CONTRACTOR in order to become an employee, consultant or representative of COMPANY until at least one (1) year has elapsed from COMPANY's receipt of the final invoice for the services.

Lôi kéo nhân sự. Trừ khi có sự chấp thuận trước bằng văn bản của NHÀ THẦU, CÔNG TY sẽ không trực tiếp, gián tiếp hoặc thông qua bên thứ ba lôi kéo, tuyển dụng hoặc khuyến khích bất kỳ nhân viên, chuyên gia tư vấn hoặc đại diện nào của NHÀ THẦU chấm dứt hoặc kết thúc mối quan hệ với NHÀ THẦU để trở thành nhân viên, chuyên gia tư vấn hoặc đại diện của CÔNG TY cho đến khi ít nhất một (01) năm đã trôi qua kể từ ngày CÔNG TY nhận được hóa đơn cuối cùng cho các dịch vụ.

Severability. Should any Article, sentence, or part of these terms and conditions be held invalid, such holding shall not invalidate the remainder, and the terms and conditions shall be interpreted as if the invalid Article, sentence, or part has been modified or omitted, if necessary, as required to conform to the jurisdiction purporting to limit such provision.

Tính độc lập của các điều khoản. Trong trường hợp bất kỳ Điều khoản, câu chữ hoặc phần nào của các điều khoản và điều kiện này bị coi là vô hiệu, thì việc vô hiệu đó sẽ không làm mất hiệu lực của các phần còn lại, và các điều khoản và điều kiện sẽ được giải thích như thể Điều khoản, câu chữ hoặc phần vô hiệu đó đã được sửa đổi hoặc loại bỏ, nếu cần thiết, để phù hợp với quy định pháp luật có thẩm quyền giới hạn điều khoản đó.

24. **TRADE CONTROL AND EXPORT SANCTION.**
KIỂM SOÁT THƯƠNG MẠI VÀ CẤM VẬN XUẤT KHẨU

Notwithstanding anything to the contrary under the Contract and the Master Agreement, both Parties shall strictly comply with, and adhere to, all APPLICABLE LAWS pertaining to sanctions and export controls that apply to the performance of Services under this Contract. The Parties will work together in good faith and communicate with the other Party immediately during the implementation of the Contract if there is any issue relating to the compliance of such Applicable Laws pertaining to sanctions or trade controls.

Bất kể bất kỳ quy định trái ngược nào trong Hợp đồng và Thỏa thuận khung, cả hai Bên phải tuân thủ nghiêm ngặt và chấp hành tất cả các LUẬT ÁP DỤNG liên quan đến các biện pháp trừng phạt và kiểm soát xuất khẩu áp dụng đối với việc thực hiện Dịch vụ theo Hợp đồng này. Các Bên sẽ hợp tác thiện chí và thông báo ngay cho Bên kia trong quá trình thực hiện Hợp đồng nếu phát sinh bất kỳ vấn đề nào liên quan đến việc tuân thủ các Luật áp dụng về trừng phạt hoặc kiểm soát thương mại.

In the absence of a mutually acceptable solution, each Party or its affiliated companies, reserves the right to suspend or terminate the Contract, and the other Party agrees that it shall not be considered a breach of this Contract.

Trong trường hợp không đạt được giải pháp được cả hai Bên chấp nhận, mỗi Bên hoặc các công ty liên kết của mình có quyền tạm ngừng hoặc chấm dứt Hợp đồng, và Bên kia đồng

ý rằng việc đó sẽ không bị xem là vi phạm Hợp đồng này.

The use and delivery of the Services and Deliverables (or any other output from the Services) in Russia or other countries that are subject to United States, United Nations, European Union, or other similar trade sanctions/embargoes, is prohibited. The transfer of COMPANY data across jurisdictions may be prohibited. COMPANY is responsible for complying with all applicable trade control and data residency regulations, ensuring it has all necessary licenses, consents, and permissions in place for any COMPANY Data provided to the CONTRACTOR.

Việc sử dụng và cung cấp Dịch vụ và Sản phẩm bàn giao (hoặc bất kỳ kết quả nào khác từ Dịch vụ) tại Nga hoặc các quốc gia khác đang chịu các biện pháp trừng phạt/cấm vận thương mại của Hoa Kỳ, Liên Hợp Quốc, Liên minh Châu Âu hoặc các biện pháp tương tự khác là bị cấm. Việc chuyển dữ liệu của CÔNG TY qua các khu vực pháp lý có thể bị hạn chế. CÔNG TY chịu trách nhiệm tuân thủ tất cả các quy định hiện hành về kiểm soát thương mại và lưu trữ dữ liệu, đồng thời đảm bảo đã có đầy đủ các giấy phép, chấp thuận và cho phép cần thiết đối với mọi Dữ liệu của CÔNG TY được cung cấp cho NHÀ THẦU.

IN WITNESS WHEREOF this Contract has been executed the day and year first above written.

ĐỂ LÀM BẰNG, Hợp đồng này được ký kết vào ngày, tháng và năm nêu trên.

This Contract is made in bilingual English and Vietnamese, together with 06 (six) Appendices.

Hợp đồng này được lập bằng song ngữ Anh-Việt kèm theo 06 (six) Phụ lục.

This Contract is made in four (04) originals, one (01) of which retained by CONTRACTOR and three (03) of which retained by COMPANY.

Hợp đồng này được lập thành bốn (04) bản gốc, trong đó NHÀ THẦU giữ một (01) bản và CÔNG TY giữ ba (03) bản.

**FOR AND ON BEHALF OF
COMPANY**

ĐẠI DIỆN CÔNG TY

**FOR AND ON BEHALF OF
CONTRACTOR**

ĐẠI DIỆN NHÀ THẦU

APPENDIX I - TECHNICAL REQUIREMENT
PHỤ LỤC 1 – YÊU CẦU KỸ THUẬT

(Refers to attachment in Part 4. Appendices)
(Tham chiếu đến phụ lục đính kèm tại Phần 4. Các phụ lục)

APPENDIX II - CONTRACTOR's EQUIPMENT
PHỤ LỤC 2 – THIẾT BỊ CỦA NHÀ THẦU

(Refers to Bid Proposal)
(Tham chiếu đến hồ sơ dự thầu của nhà thầu)

APPENDIX III - CONTRACTOR'S PERSONNEL
PHỤ LỤC 3 – NHÂN SỰ CỦA NHÀ THẦU

(Refers to Bid Proposal)
(Tham chiếu đến hồ sơ dự thầu của nhà thầu)

APPENDIX IV - CONTRACT RATES AND PAYMENT
PHỤ LỤC 4: ĐƠN GIÁ VÀ THANH TOÁN

(Refers to Bid Proposal)
(Tham chiếu đến hồ sơ dự thầu của nhà thầu)

APPENDIX V - SPECIMEN OF PERFORMANCE BOND
PHỤ LỤC 5: MẪU BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

Our ref:

DD/MM/YYYY

Dear Sir,

We, the undersigned, Bank – Branch, having our office address at have made due to note of Contract No. (hereinafter referred to as the “Contract”), concluded by Vietsovpetro (hereinafter referred to as the “Operator”) and company having address at (Hereinafter referred to as the “Contractor”), for Provision of as described in main text of the Contract with the estimated contract value of **USD (In words: US dollar only)**. In accordance with the terms of the Contract, the Contractor is obliged to execute and perform the Contract as agreed.

Taking into consideration the aforementioned, we, Bank – Branch (Hereinafter referred to as the “Bank”) hereby **irrevocably** and **unconditionally** undertake to pay Operator up to a maximum amount **USD (In words: US dollar only)** (hereinafter referred to as “Guarantee Amount”) being 3% of the contract value, on your simple original demand declaring that the Contractor has failed to fulfil its performance obligations as per terms and conditions agreed in the Contract.

Simple demand from the Operator shall be accepted by us as evidence that the amount claimed is due to the Operator.

The claim, if any, must be made by registered letter to be received by us not later than the expiry date of this Performance Bond.

The limit of our liabilities under this Performance Bond shall not exceed the amount of Guarantee Amount.

Partial drawing basing on the Guarantee Amount under this Performance Bond is acceptable, provided that all claims should be received by us not later than the expiry date of this Performance Bond. After each partial drawing, the Guarantee Amount of this Performance Bond will be deducted accordingly, and this Performance Bond remains in force up to its expiration of the remaining amount under this Performance Bond after each drawing.

The payment under this Performance Bond shall be made by our-selves – the Bank - without deductions for and free of any taxes, imports, levies or duties present or future of any nature inside of S.R. Vietnam.

It is further guaranteed by us, that the payment under this Performance Bond shall be made by us within five (05) working days from the receipt of your original written demand marking reference to this Performance Bond.

The Performance Bond comes into force and becomes valid from the date of issuance to 16:00 hours of (The Expiry Date).

When expired or implemented in full, this Performance Bond turns to be null and void.

This Performance Bond is not assignable or transferable.

This Performance Bond is governed by and construed in accordance with the laws of Vietnam.

This Performance Bond is produced in one sole original in Vietnamese and English. In the event of inconsistency between the Vietnamese and English versions, the Vietnamese version shall prevail

Legitimate representative of the Bank

(Specify name, title, sign and stamp)

APPENDIX VI
PHỤ LỤC VI
SAMPLE LETTER OF TRANSACTION PERFORMANCE CONTRACT
MẪU THƯ TÍN GIAO DỊCH

Date month year 20 ..

To: Vietsovpetro
105 Le Loi – Vung Tau ward, HCM City
Fax: 84-254-3839 857
Recipient: Tran Ouoc Thang – Deputy General Director
Copy: Nguyen Thi Thanh Huyen – Deputy Manager of Commercial Department
Email: vspadmin@vietsov.com.vn, huyennt.hq@vietsov.com.vn, minhhlb.hq@vietsov.com.vn;

(Write the transaction content of: Change of Goods / Services, progress, use of Quota, contents related to the contract value, payment)

REPRESENTATIVE OF PARTY....

(Sign and Stamp)

MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: **Liên doanh Việt-Nga Vietsovpetro/Nhà thầu.**

(ghi địa chỉ số Fax của Bên giao dịch)

Người nhận: Ông Trần Quốc Thắng – Phó Tổng giám đốc

Sao gửi: Bà Nguyễn Thị Thanh Huyền – Phó Trưởng phòng Thương mại VSP

Email: vspadmin@vietsov.com.vn, huyennt.hq@vietsov.com.vn, minhhlb.hq@vietsov.com.vn;

(Ghi nội dung giao dịch về: Thay đổi về Hàng hoá/Dịch vụ, tiến độ, sử dụng Quota, các nội dung liên quan tới giá trị HĐ, thanh toán.....)

ĐẠI DIỆN BÊN

(Ký tên và đóng dấu)

SAMPLE LETTER OF TRANSACTION PERFORMANCE CONTRACT

Date month year 20 ..

To: Vietsovpetro

105 Le Loi – Vung Tau Ward, HCM City

Fax: 84-254-3839 857

Recipient: Vietsovpetro Commercial Department / Well Logging & Testing Division

Email: vspadmin@vietsov.com.vn, huyennt.hq@vietsov.com.vn, minhlb.hq@vietsov.com.vn;

(Write the transaction content of: Notification of delivery, documentation of goods, notification of commencement of service / construction, information on personnel / equipment for service / construction ...

REPRESENTATIVE OF PARTY....

(Sign and Stamp)

MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: Liên doanh Việt-Nga Vietsovpetro/Nhà thầu.

(ghi địa chỉ số Fax của Bên giao dịch)

Người nhận: Phòng Thương mại VSP/ XN Địa Vật Lý.

Email: vspadmin@vietsov.com.vn, huyennt.hq@vietsov.com.vn, minhlb.hq@vietsov.com.vn;

(Ghi nội dung giao dịch về: Thông báo giao hàng, gửi chứng từ hàng hóa, thông báo bắt đầu thực hiện DV/XL, thông tin về nhân sự/thiết bị thực hiện DV/XL....)

ĐẠI DIỆN BÊN

(Ký tên và đóng dấu)

Part 4. APPENDICES

This Chapter includes Scope of Supply, Technical's requirements, Technical's evaluation criteria and Other technical documents + link for reference (if any).

Scope of Supply

No.	List of Services	Description of services	Quantity	Unit
1	Gas-oil Contract (GOC) Logging service for TU-8 and TU-8ST 3 days of measurement		01	Packet
2	Gas-oil Contract (GOC) Logging service for TU-8 and TU-8ST 18 days stand-by		01	Packet

VIETSOVPETRO JV

TECHNICAL REQUIREMENT

GAS–OIL CONTACT (GOC) LOGGING SERVICE FOR TU-8 AND TU-8ST.

1. PURPOSE OF USING THE SERVICE:

- The purpose of this purchase order is to determine the Gas–Oil Contact (GOC) for wells TU-8 and TU-8ST.
- The Gas–Oil Contact Logging Service (hereinafter referred to as “GOCLS”).

2. General Requirements for the Service:

- The contractor is responsible for coordinating with the personnel of the Vietnam-Russia Joint Venture Vietsovpetro (abbreviated as Vietsovpetro JV) to perform the measurement service at the well, install, maintain, or relocate their equipment as required by the work.
- The GOCLS measurement personnel work under the direct supervision of Vietsovpetro JV and according to the guidance of the Contractor's representative
- The contractor must ensure training and technology transfer so that the personnel of Vietsovpetro JV can collaborate in performing the work during the service implementation process.
- All equipment and personnel must meet the minimum requirements outlined in sections 5, 6, and 7.
- The technology and equipment applied have been successfully used by the contractor at fields both within and outside the Socialist Republic of Vietnam.
- The implementation of the measurement service must ensure the use of existing equipment of Vietsovpetro JV without the need for modernization or additional equipment. If the equipment does not meet the standards or requires modernization of the existing equipment, the contractor must clearly specify the conditions and costs for modernization or re-equipping in their proposal.
- The technical proposals and service implementation processes must include measures to prevent incidents or accidents during execution.

3. STANDARDS:

- The oil saturation and oil-water contact measurement system includes a Telemetry machine and the following sensors: CCL, Gamma Ray; a spectral-neutron pulse meter, integrated together in a single sequence.
- The measurement data is used for multi-functional evaluation by spectroscopy: porosity analysis, carbon/oxygen ratio, oil - water contact boundaries, lithological composition, water and hydrocarbon saturation, and water flow analysis behind casing and/or production tubing.

- The service includes the analysis of the elemental composition of minerals such as Al, Ca, Fe, GD, K, S, Si, Ti, Ba, Cl, H, N, Mg, Mn, Na, Br, O, C, and total organic carbon (TOC).
- The measurement service includes data analysis, processing, and interpretation.
- The device must use a radiation source without a radioactive isotope container to minimize operational risks.
- The measurement service equipment provided by the Well Logging & Testing Division of Vietsovpetro JV includes a winch station (e-line cable 5/16", 7/32" and 15/32"), pressure control equipment (PCE), and a measurement panel.
- In addition to the main equipment, the contractor shall provide a backup measurement panel, tool, computer, and measurement software, capable of operating in conditions of exploration and oil and gas production wells with high temperature and pressure, and materials resistant to CO₂ and H₂S.
- Operating pressure : ≥ 15.000 psi (tool).
- Operating temperature : $\geq 150^{\circ}\text{C}$ (tool).
- Type of fluid in the drilling well : gas, oil and water.
- All surface equipment must operate in temperatures ranging from 0°C to 55°C in a marine environment.
- The technology must comply with the safety, environmental protection, and hygiene standards and regulations of Vietsovpetro JV.

4. REQUIREMENTS FOR THE SERVICE WORK VOLUME:

- Perform hydrocarbon saturation logging and determine the current Gas – Oil – Water Contacts in wells TU-8 and TU-8ST.
- Number of wells: 2 wells.
- Coordinate with the personnel and surface equipment of Vietsovpetro JV to carry out the work (including installation, equipment inspection before sending to the offshore facility, and before performing the measurement service, as well as jointly carrying out the measurement service) according to the plan agreed upon between the contractor and Vietsovpetro JV.
- The contractor must provide the measurement procedure and reach an agreement with JV Vietsovpetro.
- Evaluate, process, and interpret measurement data using specialized software (with written confirmation of licensed copyright).

5. REQUIREMENTS FOR EQUIPMENT, MATERIALS, AND SPARE PARTS PROVIDED WITH THE SERVICE:

- The contractor shall provide additional backup equipment for the measurement service, including a backup measurement panel and a backup depth/tension measurement kit.
- It must be fully equipped with spare parts and tools for use during the measurement and maintenance of equipment at the offshore facility.

6. BASIC TECHNICAL REQUIREMENTS FOR EQUIPMENT, TOOLS, AND MATERIALS PROVIDED BY THE CONTRACTOR TO PERFORM THE SERVICE:

During the contract execution, the contractor must cooperate with Vietsovpetro JV and provide the most suitable oil saturation and oil-water contact boundary measurement system that can be used at Vietsovpetro JV 's wells, as detailed below, including but not limited to:

Item	Name of equipment	Unit	Qty
1	Tools The GOCLS tool system includes Telemetry and sensors listed below. <i>The sensors may be integrated into the same device to reduce the length of the measurement assembly. The sensors are designed to operate in the wellbore environment containing gas, oil and water.</i>		
1.1	Telemetry - Compatible with the station system. - Maximum tool body diameter of 1.72 inches. - Operating temperature: $\geq 150^{\circ}\text{C}$. - Operating pressure: ≥ 15.000 psi. - Corrosion-resistant H_2S, CO_2. - Compatible with E-line cables: 5/16", 7/32", and 15/32" (3-conductor and 7-conductor cables).	tool	2
1.2	Gamma Ray measurement sensor - Maximum tool body diameter of 1.72 inches. - Sensitivity of 1 count/API. - Operating temperature: $\geq 150^{\circ}\text{C}$. - Operating pressure: ≥ 15.000 psi. - Corrosion-resistant H_2S, CO_2. - Compatible with E-line cables: 5/16", 7/32", and 15/32" (3-conductor and 7-conductor cables).	tool	2
1.3	CCL (Casing Collar Locator) measurement sensor - Maximum tool body diameter of 1.72 inches. - Depth calibration of the drilling (production) tool string. - Operating temperature: $\geq 150^{\circ}\text{C}$. - Operating pressure: ≥ 15.000 psi. - Corrosion-resistant H_2S, CO_2. - Compatible with E-line cables: 5/16", 7/32", and 15/32" (3-conductor and 7-conductor cables).	tool	2

Item	Name of equipment	Unit	Qty
1.4	Neutron pulse sensors for measuring oil saturation and oil-water contact boundaries. • Capable of providing independent quantitative data on gas saturation by distinguishing between gas-filled pores and low-porosity zones through fast neutron region measurements using gamma ray detectors with yttrium aluminum perovskite (YAP). • Capable of providing information on formation density. • Capable of processing data with output parameters combined with lanthanum bromide gamma ray detectors. • Time-based output parameters: Neutron capture cross-section Sigma (SIGM: 0-60 c.u.), porosity (TPHI: 0-60 p.u.), and fast neutron cross-section. • Energy-level output parameters: Inelastic yield and capture yield of various elements, carbon/oxygen ratio (C/O), and total organic carbon (TOC). • Include Water Flow Log (WFL) measurements for identification and quantification of water flow behind casing and within the wellbore. • Maximum tool body diameter of 1.72 inches. • Chemical neutron pulse sources must not be used. • The equipment must provide data quality suitable for all types of well environments, even in complex wells containing oil with at least 2 casing layers and a production tubing, or more, with a pipe diameter range from 2 7/8" to 9 5/8". • Vertical resolution: 16" or better. • Capture spectroscopy investigation depth: $\geq 9''$. • Inelastic spectroscopy investigation depth: $\geq 6''$. • Operating temperature: $\geq 150^{\circ}\text{C}$. • Operating pressure: $\geq 15,000$ psi. • Corrosion-resistant H_2S, CO_2. • Compatible with E-line cables: 5/16", 7/32", and 15/32" (3-conductor and 7-conductor cables).	tool	1

Item	Name of equipment	Unit	Qty
2	Auxiliary equipment: - Must have all necessary auxiliary equipment such as cable connectors, weight bars, knuckle joints, ... to perform the GOCLS measurement work. - Auxiliary equipment for high deviation wells to overcome high logging tension: - Eline Cable Release Tool - Eline weight bar with Rollerise System - Eline Centralization with Rollerise System	set	2
3	Spare materials. Must have sufficient spare materials such as O-rings, machine oil, lubricating grease for tool joints, etc., to perform on-site maintenance and replacements.	set	1
4	Panel. - To be installed in the winch cabin or measurement station (depending on the contractor's equipment) - Come with a depth recorder and cable tension measurement system. - Compatible with E-line cables: 5/16", 7/32", and 15/32" (3-conductor and 7-conductor cables).	set	2

7. REQUIREMENTS FOR THE CONTRACTOR:

- The contractor must have expertise in the production, business, and provision of services that are relevant to the required service type, as defined by the relevant documents.
- The contractor must have a quality management system in accordance with current standards such as ISO 9001, HSEQ, OSHAS,...
- The contractor must have third-party certification for the required service type, issued by international certification bodies or manufacturers for the relevant service provision activities.
- The contractor must have the necessary facilities to inspect, maintain, repair, and calibrate the equipment before sending it to the offshore facility to perform the service.
- The contractor must have experience in providing similar services at domestic or international fields of the Socialist Republic of Vietnam, as verified by relevant documents.
- The contractor must provide the required number of personnel with the appropriate qualifications and experience as outlined in the description below. Any additional positions must be approved by Vietsovpetro JV.

Item	Position	Qty	Basic requirements
1	Field Engineer	2	- Perform data collection, on-site processing, and related tasks, collaborating with the E-line service provider designated by Vietsovpetro JV without causing delays.

Item	Position	Qty	Basic requirements
			Experience in saturation measurement services is a mandatory requirement. - At least 5 years of experience in the relevant service field. - Personnel must have full experience with advanced measurement systems, including operating computers and measurement processes, and strong skills in operating both new-generation measurement devices as well as traditional measurement systems. Continuous 24-hour operation must be maintained at all times during wireline logging operations. - Experience in working collaboratively with the equipment and personnel of Vietsovpetro JV is an advantage. - Proficiency in English or Vietnamese, or Russian is required. - Must hold valid BOSIET, FOET, IWCF level 2 certificates or equivalent certifications.
2	Petrophysics Domain Champion	1	- Perform the following tasks: • Discuss with the client and develop a measurement plan. • Monitor measurement quality (QA/QC) and recommend real-time measurement procedures. • Perform quick look data analysis services. • Coordinate the processing and interpretation of measurement data. - At least 5 years of experience. - Proficiency in English or Vietnamese, or Russian is required. - Work online at the onshore facility.
3	Petrophysics data processing	1	- Carry out data processing, interpretation, and prepare result reports. - Proficiency in English or Vietnamese, or

Item	Position	Qty	Basic requirements
			Russian is required. - At least 10 years of experience in interpreting PLT data and water saturation. - Work online at the onshore facility.

8. SERVICE IMPLEMENTATION PERIOD:

- Estimated service implementation period: In the quarter IV of 2026 and the quarter I of 2027 (Exact time depends on production conditions and weather), approximately 21 days for each well (including 3 days of measurement and 18 days of waiting).
- Within a maximum of 24 hours (one working day) from the completion of the logging service, the Contractor shall submit the Gas–Oil–Water Contact determination results to Vietsovpetro JV, together with the technical justification and interpretation basis.
- Within a maximum of three (3) working days from the completion date of the logging service, the Contractor shall conduct a meeting with Vietsovpetro JV to review the preliminary interpretation results.
- The Contractor shall ensure that the final detailed interpretation report is submitted no later than fourteen (14) working days from the completion of the logging service.

9. CONTRACTOR'S RESPONSIBILITIES:

- The contractor must provide sufficient equipment and manpower to perform the GOCLS measurement services as required in sections 5, 6, and 7.
- The contractor must provide the safety certificates and calibration certificates for the equipment to Vietsovpetro JV before sending the equipment offshore.
- The contractor must provide complete information about the measurement process, technical solutions, including preventive measures to avoid accidents or incidents during the work process.
- The contractor must ensure training, guidance, and transfer of part of the technology to Vietsovpetro's personnel so they can collaborate to successfully carry out the measurement services.
- The contractor must ensure that the equipment operates normally until the completion of the measurement services.
- The Contractor must provide theoretical training, data processing workflow training, and logging data interpretation training for at least 05 personnel of Vietsovpetro JV at the Contractor's facility equipped with adequate hardware, software, and specialized interpretation systems for a minimum of four (04) days.
- The Contractor must arrange one (01) working day for specialists of Vietsovpetro JV to perform quality control (QC) of the logging data and interpretation results at the Contractor's office to ensure the objectivity of the results.
- The contractor must ensure compliance with confidentiality policies regarding measurement documents and related documents for the measurement services.

10. RESPONSIBILITIES OF VIETSOVPETRO:

- Vietsovpetro JV will be responsible for the transportation of the contractor's equipment from the manufacturing facility of Well Logging & Testing Division to the offshore project site.

- Vietsovpetro JV will provide the platform plans to facilitate the transportation of the contractor's personnel from Vung Tau to the platform.
- Vietsovpetro JV will ensure the preparation of all necessary materials, equipment, and appropriate personnel in accordance with the scope of coordination and support to successfully complete the measurement services.
- Vietsovpetro JV will provide the contractor on the platform with necessary materials such as water, electricity, and compressed air.
- Vietsovpetro JV will assign supervisors throughout the duration of the work on the offshore project. These include the Representative, Geologist, and Measurement Expert for Production Testing.

11. REQUIREMENTS FOR LABOR SAFETY, INDUSTRIAL HYGIENE, AND ENVIRONMENTAL SAFETY

- The contractor is required to commit to strictly complying with the labor safety regulations of Vietsovpetro JV; and to adhere to Vietsovpetro's regulations on Occupational Health, Safety, and Environmental Management for contractors as outlined in the document VSP-000-ATMT-448, attached to this technical proposal.

12. REQUIREMENTS FOR TECHNICAL DOCUMENTATION:

The contractor is required to provide the following documents:

○ Types of documents:

- + Immediately after the measurement, the contractor will hand over the dataset in las/dlis/nti and pdf formats to the representative of Vietsovpetro JV.
- + General evaluation of QA/QC data from the measurement results.
- + The evaluation results of the fluid in the casing and the changes between the passes with depth.
- + Quantitative evaluation results including hydrocarbon saturation, reservoir properties, and Gas–Oil–Water Contacts behind casing, including comparison between passes versus depth.
- + Service execution schedule.

○ Types of reports:

The contractor must complete all types of reports in Vietnamese, English, and/or Russian (using the contractor's templates) as follows:

- + Daily work report: To be submitted before 7:00 AM on weekdays.
- + Quick-Look Gas–Oil–Water Contact Evaluation Report: To be submitted within a maximum of twelve (12) working hours (one working day) after completion of GOCLS.
- + End of work report: To be submitted after the completion of the measurement campaign, within a maximum of 40 working hours (5 working days).

- + Final report: After explaining the documents, the complete detailed report (both soft and hard copies) must be submitted to Vietsovpetro JV within a maximum of fourteen (14) working days.
- + Incident report: During the work process, any incidents that occur must be fully reported to the Vietsovpetro Joint Venture in clear written documents.

After the completion of the measurement, with a maximum of 112 working hours (14 working days), the contractor must prepare 02 USB drives containing all the reports and data mentioned above and send them to the Vietsovpetro JV.

13. NECESSARY CERTIFICATION:

- The contractor must provide documents describing the work experience and certificates of technical training courses of the individuals involved in the GOCLS measurement service for the Vietsovpetro JV's approval.
- The contractor shall provide valid certificates for lifting equipment (such as cables, shackles, etc.) before use, or conduct inspections as required by Vietsovpetro JV.
- The contractor shall provide certificates, inspection records, and calibration documents for machinery and equipment, as well as the safety levels for operators and Vietsovpetro JV's equipment.

14. EVALUATION METHOD FOR THE DEGREE OF COMPLIANCE OF THE SERVICE RESULTS WITH THE TECHNICAL CONDITIONS OF VIETSOVPETRO

- The technical bid documents will be evaluated according to the Technical Proposal Scoring Table attached.

EVALUATION SCORECARD OF TECHNICAL PROPOSALS
GAS-OIL CONTACT (GOC) LOGGING SERVICE FOR TU-8 & TU-8ST.

Step 1: Evaluation of Compliance with Mandatory Requirements

No.	Criteria	Proposal content	Evaluation	Remarks
1	Quantity of equipment, tools and materials supplied by the Contractor (Section 6 of the Technical Requirements)	The Bidder offers to supply in compliance with the requirements.	Pass	
		Not compliant with the requirements	Fail	
2	Scope of service work and execution time (Sections 4 and 8 of the Technical Requirements)	Bidder commits to perform the Services on a lump-sum basis in accordance with the scope of work and execution time specified in the Technical Requirements	Pass	
		Not in compliance with the requirements	Fail	
3	Required certificates (Section 13 of the Technical Requirements)	Compliant with the requirements	Pass	
		Not compliant with the requirements	Fail	

Step 2: Proposals that have PASSED all mandatory requirements stated above shall proceed to Step 2 – Technical Scoring, in accordance with the following evaluation scorecard:

No. by Evaluation Levels				Evaluation Criteria	Proposal Details	Score				Reasons for Score deduction by Item
Level I	Level II	Level III	Level IV			Level I	Level II	Level III	Level IV	
						Score	%	%	%	
1				GENERAL REQUIREMENTS FOR THE SERVICE		8				
					Fully complies with the requirements		100			
					Deviations exist but still ensure completion of the services as required		20-80			Note 1
					Does not comply with the requirements		0			
2				STANDARDS		6				
					Fully compliant with the requirements		100			
					Deviations exist but the required service quality is still ensured		20-80			Note 1
					Non-compliant with the requirements		0			
3				REQUIREMENTS FOR EQUIPMENT, MATERIALS, AND SPARE PARTS PROVIDED WITH THE SERVICE		5				

					Commits to fully provide in accordance with the requirements		100			
					Deviations exist but completion of the services as required is still ensured		20-80			Note 1
					No commitment		0			
4				BASIC TECHNICAL REQUIREMENTS FOR EQUIPMENT, TOOLS, AND MATERIALS PROVIDED BY THE CONTRACTOR TO PERFORM THE SERVICE		48				
	4.1			Equipment and materials:			60			
		4.1.1		<i>Telemetry</i>				15		
		4.1.2		<i>Gamma ray sensor</i>				15		
		4.1.3		<i>CCL sensor</i>				15		
		4.1.4		<i>Pulsed Neutron–Gamma Saturation Logging Sensor (Gas–Oil–Water Saturation Measurement)</i>				55		
	4.2			Auxiliary equipment			10			
	4.3			Backup materials			9			
	4.4			Panel			21			
5				REQUIREMENTS FOR THE CONTRACTOR		12				

	5.1			Business scope, management system, third-party certifications, facilities and experience			40			
					Fully compliant with the requirements			100		
					Not fully compliant but still sufficient in capability and capacity to perform the service			20-80		Note 1
					Non-compliant with the requirements			0		
	5.2			Personnel for the neutron pulse service measuring oil saturation and oil-water contact			60			
		5.2.1		<i>Field engineer</i>				35		
		5.2.2		<i>Geophysical specialist</i>				30		
		5.2.3		<i>Data interpretation specialist</i>				35		
6				CONTRACTOR'S RESPONSIBILITIES		8				
					Commits to comply with the requirements			100		
					Not fully compliant but still ensures the required service quality			20-80		Note 1
					Non-compliant			0		

7				REQUIREMENTS FOR LABOR SAFETY, INDUSTRIAL HYGIENE, AND ENVIRONMENTAL SAFETY		5				
					Meets requirements		100			
					Does not meet requirements		0			
8				REQUIREMENTS FOR TECHNICAL DOCUMENTATION		8				
					All required documents are fully provided		100			
					Documents are not fully provided as required, but do not affect the evaluation		80			
					Required documents are not provided		0			

TOTAL SCORE (maximum 100 points): 100

Note 1: Each deviation shall result in a 20% deduction of the score for the relevant criterion.

EVALUATION:

- 1. A proposal shall be PASSED for Technical Requirements if it satisfies all mandatory requirements in Step 1 and achieves a total score in Step 2 of ≥ 90 points**
- 2. A proposal shall be FAILED for Technical Requirements if any mandatory requirement in Step 1 is not met or if the total score in Step 2 is < 90 points.**