



# **TENDER PACKAGE**

**ITB No.: PVEPNCS-26-10216**

**PROVISION OF SERVICE TYPE B FOR RGT-A ON FPU-DH01**

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**CLOSING TIME & DATE**

**10:00 HOURS, ... .. 2026 (Vietnam Time)**

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**PART I: ITB INSTRUCTIONS**

## **1. INSTRUCTIONS AND INFORMATION TO BIDDER**

## INSTRUCTIONS AND INFORMATION TO BIDDER

### 1.0 GENERAL

- 1.1 NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (hereinafter referred to as "CLIENT") invites BIDDER to submit proposal for **PROVISION OF SERVICE TYPE B FOR RGT-A ON FPU-DH01** (hereinafter referred to as "WORKS") under Tender No. PVEPNCS-26-10216 as details in this Tender.
- 1.2 In order for CLIENT to fully assess the relative merits of each proposal, BIDDER is requested to furnish CLIENT with all relevant and complete information as set forth in the following items of "INSTRUCTIONS AND INFORMATION TO BIDDER". BIDDER is urged to comply strictly with Tender's requirements.
- 1.3 Eligibility of BIDDER

BIDDER shall be eligible required as follows:

a. In case of independent BIDDER:

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

b. In case of Consortium:

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

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

### PART I - ITB INSTRUCTIONS

INSTRUCTIONS AND INFORMATION TO BIDDER

BIDDER'S QUESTIONNAIRE

BIDDING FORMS

PRELIMINARY AND TECHNIAL EVALUATION CRITERIA

**PART II – CONTRACT DOCUMENT**

CONTRACT FORM

**EXHIBITS:**

EXHIBIT I SCOPE OF WORK AND TECHNICAL REQUIREMENTS

EXHIBIT II EQUIPMENT, MATERIALS , SUPPLIES AND SERVICES PROVIDED BY CONTRACTOR

EXHIBIT III CONTRACT PRICE

EXHIBIT IV FORM OF BANK GUARANTEE

EXHIBIT V CHANGE ORDER PROPOSAL

EXHIBIT VI INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES

EXHIBIT VII HEALTH, SAFETY AND ENVIRONEMENT REQUIREMENT

- 1.5 As a base case, **BIDDER's proposal should be in full conformity with the requirements as set out in the Tender.** Nothing shall be deemed to change or supplement this basis except revisions or addendum to the Tender issued in writing by CLIENT to BIDDER. If BIDDER wishes to present an alternatives (**applicable to Technical Specifications ONLY**), BIDDER may do so (as an option to CLIENT) only after having duly complied with the requirements of the Tender.
- 1.6 Any queries concerning preparation of the proposal shall be directed in writing to the address given in item 8.3.
- 1.7 All Bid Proposals must be signed by an officer duty authorized by BIDDER to do so.
- 1.8 Any amendment appearing in the Bid Proposal must be signed or initialed by an officer duty authorized by BIDDER to do so.
- 1.9 BIDDER is to ensure that all prices and other details in the proposal are correct at the time of submission. CLIENT will not entertain any changes or addenda due to typing or calculation errors after the Bid Closing Date.
- 1.10 BIDDER is to bear responsibility for and pay all costs, expenses and other charges incurred in preparation and delivery of the proposal to CLIENT's designated office as stated in item 8.3, irrespective of whether an order is placed or not.
- 1.11 Submission of proposal by BIDDER will constitute a firm offer by BIDDER that BIDDER is prepared to enter into Contract with CLIENT on the conditions shown in this Tender.

- 1.12 Proposal by BIDDER shall be binding for a minimum period of **120 calendar days from the Bid Closing Date**. BIDDER may assume that the award for Contract will be made within 45 calendar days from the Bid Closing Date and BIDDER can assume that it has not been successful if no notification is received within the bid validity period. BIDDER shall state the precise date of validity in the proposal. CLIENT shall be entitled to request BIDDER to extend Bid Validity for maximum of 60 calendar days (if any) without any BIDDER's exception.
- 1.13 BIDDER is requested to use the term "CONTRACTOR" instead of its specific company business name in their submission of Bid Proposal except for covering letter, header and footer.
- 1.14 At any time prior to Bid Closing Date, CLIENT, for any reason, whether at its own initiative or in response to a clarification requested by BIDDER, may modify the Tender by amendment (including the extension of Bid Closing Date, if necessary) by sending the amendment of Tender in writing to all BIDDERS prior to the Bid Closing Date. These amendments shall be the part of ITB. BIDDERS shall notify to CLIENT by email or by fax to acknowledge their receipt of said amendments.
- 1.15 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTION AS SET FORTH IN THIS DOCUMENT WILL RESULT IN BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE IN WHICH CASE IT MAY BE DROPPED FROM FURTHER CONSIDERATION.

## **2.0 INTENTION TO BID**

- 2.1 BIDDER is advised to thoroughly check the completeness of the Tender upon receipt. BIDDER must inform CLIENT within three (3) days from the bid issue date if any of the pages are missing.
- 2.2 BIDDER is required to acknowledge receipt of the Tender in accordance with the Tender Acknowledgement Letter Form set out in BIDDING FORMS and intention to submit proposal or otherwise by fax **at least two (2) working days** from bid issuance date. BIDDER is also advised to confirm its address and name a representative to whom all communications from CLIENT shall be addressed to.
- 2.3 Should BIDDER decline to submit a proposal, BIDDER shall state in writing the reason(s) for declining and is required to promptly return the Tender to CLIENT, and in all such cases this shall be done not later than the bid closing date.
- 2.4 All Tender documents returned shall be forwarded to the address as given in item 8.3 herein, with the following wordings clearly marked on the cover/envelope.
- (a) "DECLINE TO BID-DOCUMENTS RETURNED"
  - (b) TENDER NUMBER and TITLE
  - (c) BIDDER'S NAME

## **3.0 EXCLUSIVITY OF BID**

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

#### **4.0 PRICE QUOTATION**

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

#### **5.0 BID EXCEPTIONS**

In the event BIDDER has any change that is considered of mutual benefit or if there is any exception to Tender document, BIDDER must state the changes or exceptions proposed by using the Exception Form as set out in BIDDING FORMS and giving specific reasons thereof.

Changes or exceptions to the Tender document expressed after the Bid Closing Date will not be entertained.

CLIENT reserves the right to accept or reject any or all of the proposed changes or exceptions. CLIENT will review each change or exception on a case by case basis.

#### **6.0 BANK GUARANTEE**

##### 6.1 BID BOND

- 6.1.1 When participating to the Bid, BIDDER shall, at its own expense, furnish Bid Bond using the Bid Bond Form set out in BIDDING FORMS and issued by an reputable recognized bank accepted by CLIENT.
- 6.1.2 The amount of Bid Bond shall be **VND 180,000,000** *(In words: One hundred and eighty million Vietnam Dong)* and shall be valid for **150 days from the Bid Closing Date**. The Original Bid Bond shall be attached in the Bid Proposal.
- 6.1.3 In case of Consortium, the Bid Bond will be provided by one of the following two methods:

- a) Each Consortium Partner shall provide separately Bid Bond, provided always that the total value of Bid Bond shall not be lower than the amount required in Item 6.1.2 above; if Bid Bond of any Consortium Partner is invalid the Bid Proposal of such Consortium shall be rejected according to the prerequisite criteria.
  - b) The Consortium Partners agree to appoint a Consortium Partner to provide Bid Bond for the whole Consortium. In this case, the Bid Bond may include the name of Consortium or name of the Consortium Partner providing the Bid Bond for the whole Consortium provided always that the total value of Bid Bond shall not lower than the amount required in Item 6.1.2 above.
- 6.1.4 Bid Bond shall be considered as not acceptable if its value is lower than the required value, is not in the required currency, with shorter validity period, not submitted to the address by the time required by the ITB, states an incorrect BIDDER'S Name, is not original or without valid signature.
- 6.1.5 Bid Bond will be returned to the unsuccessful BIDDER within thirty (30) days from the date of announcement of the Bid results. For the successful BIDDER, the Bid Bond will be returned when the successful BIDDER provides the Bank Guarantee.
- 6.1.6 Bid Bond shall be forfeited and shall be disposed if the BIDDER:
- a) withdraws its Bid Proposal during the Validity Period of the Bid or any extension of validity the BIDDER has agreed to;
  - b) do not commence the contract negotiation, finalization or decline to do so within thirty (30) days after receipt of contract award notice, or have completed the contract negotiation, finalization but refuses to sign the contract without valid reasons;
  - c) in case of the successful BIDDER, fails to furnish the performance bond before signing the contract or before the contract comes into force.

## 6.2 BANK GUARANTEE

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

## **7.0 PROPOSAL FORMAT**

- 7.1 BIDDER is to strictly adhere to the proposal format as set out below. **BIDDER must ensure that the "TECHICAL AND UNPRICED PACKAGE (TECHNICAL)" does not contain any pricing or cost.** Failure to comply with these instructions may render BIDDER's proposal invalid.
- 7.2 BIDDER is to submit the proposal in two (2) separate packages, as follows:
- a) Technical and Unpriced Package (Technical)

b) Priced Package (Commercial)

7.3 CONTENTS OF TECHNICAL AND UNPRICED PACKAGE (TECHNICAL)

Unpriced package shall include but not limited to the following:

SECTION	CONTENT
Section 1	<p><b>PROPOSAL LETTER</b></p> <p>The Proposal Letter shall be prepared and fully filled by BIDDER as set out in BIDDING FORMS and must be signed by the authorized representative of BIDDER (the representative at law of the BIDDER or the authorized person with legal Power of Attorney). In case of authorization, BIDDER shall enclose the following instruments and documents to prove the legitimacy of the authorized person:</p> <p>a. In case of independent BIDDER:  Power of Attorney signed by the Representative at law of BIDDER authorizing the authorized person to sign the Proposal Letter;</p> <p>b. In case of Consortium:  Proposal Letter shall be signed by the Representative at law of each Consortium Partner, unless the Consortium Agreement stated that the Consortium Partners have authorized the representative at law of Leading Partner of the Consortium to sign Proposal Letter. If each Consortium Partner has authorized such Representative, the same requirements as independent Bidder shall be applied.</p>
Section 2	<p><b>BIDDER'S ELIGIBILITY, EXPERIENCES AND CAPACITY</b></p> <p>BIDDER shall provide the following documents proving BIDDER's eligibility, experiences, and capacity:</p> <ol style="list-style-type: none"> <li>1. The Documents as required in Item 1.3;</li> <li>2. BIDDER is requested to submit a completed BIDDER's QUESTIONNAIRE, including but not limitation to the following documents: <ol style="list-style-type: none"> <li>(i) BIDDER's Organization</li> <li>(ii) BIDDER's Experience;</li> <li>(ii) Company Profile; and</li> <li>(iii) Last 3 Year Financial Statement.</li> </ol> </li> </ol>
Section 3	<p><b>TECHNICAL PROPOSAL</b></p> <p>BIDDER shall provide the following documents to prove the suitability (compliance) of WORKS:</p> <ol style="list-style-type: none"> <li>1. BIDDER is to provide (i) the detailed description of the working procedures, BIDDER's capability of the WORKS proposed and (ii) the relevant guidelines, drawings, certificates, records to provide the Scope of WORKS as specified in EXHIBIT I - SCOPE OF WORKS;</li> <li>2. BIDDER is to fill the information as per EXHIBIT II – EQUIPMENT AND TOOLS SPECIFICATIONS;</li> <li>3. Curriculum Vitae (CV) of Proposed Manpower as set out in BIDDING FORMS;</li> </ol>
Section 4	<p><b>BIDDER'S UNPRICED EXCEPTIONS AND ALTERNATIVES</b></p> <p>a. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL</p>

	<p>COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or</p> <p>b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES."</p> <p>BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact only, if any, but without indicating the cost impact. The format of presentation shall be as per the attached BIDDER's EXCEPTION TO TERMS AND CONDITIONS and BIDDER's EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.</p>
Section 5	<p><b>BID BOND</b></p> <p>BIDDER shall provide the Original Bid Bond as requested in Item 6.1.</p>

7.4 CONTENTS OF PRICED PACKAGE (COMMERCIAL)

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

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

**8.0 SUBMISSION OF PROPOSAL**

- 8.1 Each Technical and Unpriced Package (Technical) and Priced Package (Commercial) shall consist of:
- a) **One (1) original** which is divided, wrapped separately and clearly marked with the words "**ORIGINAL TECHNICAL AND UNPRICED PROPOSAL**" or "**ORIGINAL PRICED PROPOSAL**" on the cover of the respective wrapping.
  - b) **One (1) copy** which is divided, wrapped separately and clearly marked with the words "**COPY TECHNICAL AND UNPRICED PROPOSAL**" or "**COPY PRICED PROPOSAL**" on the cover of the respective wrapping.
  - c) 01 native copy containing Technical and Unpriced Proposal and 01 native copy containing Priced Proposal with label having BIDDER name, Tender title and number. The native copy shall be wrapped and sealed separately and marked with the word "**UNPRICED PROPOSAL**" or "**PRICED PROPOSAL**" on the covers of the packages. The soft Proposal documents shall be in native file format (Microsoft Word® and Microsoft Excel®) (TO BE APPLIED IN CASE THE DOCUMENT HAVING MANY PAGES).

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

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

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

**NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH -  
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**  
15<sup>th</sup> Floor, Victory Tower  
12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S.R Vietnam  
Tel: (84-28) 3776 2222 Fax : (84-28) 3872 1079  
Attention : **Planning & Procurement Management Manager**

All communications with regard to bid clarifications shall be made in writing and must indicate the Tender number and title and send to the address given above. Such bid clarifications shall reach the address given above at least **five (05) days** prior to the Bid Closing Date. CLIENT shall preserve the right not to response to bid clarifications received later than the above-mentioned time.

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

**NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH -  
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**  
15<sup>th</sup> Floor, Victory Tower  
12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S.R Vietnam  
Tel: (84-28) 3776 2222 Fax : (84-28) 3872 1079  
Attention : **Planning & Procurement Management Manager**

- 8.4 BIDDER is strongly advised to deliver the proposals by hand in order to assure timely receipt by CLIENT. If BIDDER elects to mail the proposal, BIDDER is advised to use a fast and reliable delivery service e.g. courier. BIDDER should advise CLIENT by fax the date on which the proposal was mailed and details of the delivery service.
- 8.5 Responsibility for timely delivery of the proposals to the correct address rests fully with BIDDER. CLIENT does not accept late bids submission. Delivery to the wrong address shall not be an excuse for late delivery.
- 8.6 BIDDER must ensure that the proposal is delivered to the address given in Item 8.3 above no later than **10:00 hours on ... .. LATE BIDS WILL NOT BE ENTERTAINED.**
- 8.7 BIDDER's proposal shall be submitted in a **separate sealed envelope or package** bearing the name of your company, clearly addressed and marked on the outside as follows :-

**"STRICTLY CONFIDENTIAL"**  
**<<<<< TENDER SUBJECT >>>>>**  
**ITB: PVEPNCS-26-10216**

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

**9.0 ACCEPTANCE**

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

**10.0 PAYMENT**

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

**END OF SECTION**

**ANNEX I - DETAILED PRELIMINARY AND TECHNICAL  
EVALUATION CRITERIA**

**1. PRELIMINARY CRITERIA**

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

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

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

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

Table 1-A: Financial Capacity

Financial Year End Currency	Requirement (%) in at least one of the last three years	2023 (%)	2024 (%)	2025 (%)
1. Current Ratio	> 100			
2. Net profit margin (%)	> 0			

*Meet at least one (1) year of three (3) years*

The essential criteria will be categorized under “ACCEPTABLE” or “NOT ACCEPTABLE” only.

Any Bid which passed Essential Criteria evaluation shall be accepted to detailed technical evaluation.

**2. TECHNICAL REQUIREMENT & EVALUATION CRITERIA**

*As attachment enclosed herewith.*

# **SCOPE OF WORK**

## **OVERHAUL TYPE B FOR RUSTON GAS TURBINE A, BLOCK 05.1a, OFFSHORE VIETNAM**

### **I. General introduction:**

On the PVEP-NCS DH-01 Floating Platform Unit (FPU) there are two Ruston Gas Turbines:

- Ruston Gas Turbine TB 5000 – A
- Ruston Gas Turbine TB 5000 – B

Manufacturer is Ruston Turbine Lincoln, England. Both Gas turbines have the same technical characters as below:

#### ***Drive:***

Turbine Type: TB5000

S/N: TB5000/500

Engine No: 9052/1284-2, two shaft

Turbine shaft speed: 7950 rpm/min and 8750 Rpm/max

#### ***Alternator:***

GEC three phase generator,

Type: Unipak BJSB 11/4

S/N: 44106002

Number of Pole: 4 poles

RPM: 1800

6.6KV / 3 phase / 60Hz

Rated Electrical Power: 3.355MW – 4.194MW

#### ***Alternator Control Panel & AVR unit:***

GEC Industrial Controls

With power of rating for each is 3.355MW. These RGT are one of the main power supplies for DH-01.

### **A. Purpose:**

- To provide 24,000 hours maintenance services for RGT-A.

### **B. Status / conditions of RGT-A on DH-01:**

- RGT-A were overhauled, reassembled, refitted and commissioned by Wood Group company (WG) who is specialized company for repairing and servicing European Gas Turbines on workshop and at site, also supplying the spare parts. They have serviced this turbine since 1994 up to now and have authority from the manufacturer – Ruston Turbine.

- The services of gas turbine A have been done by WG on the contract No HVM-040630HY01 with Hyundai Vinashin Shipyard in WG work shop. They carried out overhaul following the work

scope: compressor turbine rotor and stator vanes of both turbines and these services are Type C services.

- Total runing house: 129,983 h.

- Number of starts: 3,872

- Operating condition of the equipment: good.

## II. Scope of work for maitenance servies:

No	Description	Remarks
<b>1</b>	<b>CHECK PRIOR TO SHUTDOWN</b>	
1.1	Check temperature spread, average and operating (oC)	
1.2	Carry out compressor clean and record temperature again at same load	TB-3E-2e
1.3	Note temperature recovery (OP1 – OP2)	
1.4	Record operating parameter on Turbine Running Log	Data Sheet #1
1.5	Check operating of IGV's	T6D-7-7
1.6	Check engine for fuel, oil, air and exhaust gas leaks	
1.7	Check oil filter differential pressure indicator	
1.8	Check air filter differential pressure	
<b>2</b>	<b>SHUTDOWN PROCEDURE</b>	
2.1	Increase speed until unit trips on overspeed. Note trip speed	
2.2	Check "overspeed" annunciated at TCP	
2.3	Check center case BOV's operate	
2.4	Check slam shut valve operates	
2.5	Press RESET button at TCP, check "overspeed" and "emergency stop" annunciated	
2.6	Reset mechanical overspeed trip. Check TCP can no be reset	
2.7	Check lub oil pressure from aux pump PSIG	
2.8	When compressor stops, switch aux pump and check pressure from emergency pump to hot bearings PSIG	
2.9	Switch on auxiliary pump. Check pump stop when average temperature falls below 130oC	
<b>3</b>	<b>ISOLATION PROCEDURE</b>	
3.1	Turbine control panel. Switch off at TCP	
3.2	DC emergency lub pump. Isolate and lock	
3.3	Trace heating. Isolate and lock	
3.4	AC auxiliary lub pump. Isolate and lock	
3.5	Fuel pump. Isolate and lock	
3.6	Sump heaters. Isolate and lock	
3.7	Ventilation and air filter extraction fans. Isolate and lock	
3.8	DRIVE UNIT (Alternator): Isolate, earth and lock generator circuit breaker. Isolate and lock AVR	
3.9	Gas fuel supply: Close manual shut-off valve in supply line to engine	

No	Description	Remarks
3.10	Igniter gas supply. Close tap at bottle	
3.11	Demister. Drain and vent any residual pressure	
3.12	Fire and gas system. Isolate panel and extinguish and bottles	
<b>4</b>	<b>MECHANICAL INSPECTION</b>	
4.1	Inspect air filters internally and externally. Change / clean filter media if necessary. Check operation of blow-in door. Clean extraction fan chamber if applicable	T6D-2-17
4.2	Inspect ventilation air filter internally and externally. Change / clean filter media if necessary. Check operation of blow-in door if applicable	
4.3	Check compressor inlet screen if air filter / ducting found contaminated or damaged	TB-6A1B-2c
4.4	Remove bottom cover of IGV air relay valve and clean out. Blow through connecting pipes. Remove and clean air filter in P2 supply pipe at PCM	T6D-7-7
4.5	Remove all blow-off valve, grease bearings. Replace diaphragms, lap seats as required	T6D-4-5b
4.6	Remove auto drain valves. Strip and clean, replace any damages parts and reassemble. Check P2 air supply pipes for blockage	
4.7	Remove drain pipes from combustion chambers 3, 4 and exhaust plenum. Check for blockage, blow through	
4.8	Check external vent lines from purge gas solenoid and starter clutch engagement solenoid are clear. Check external drain line from auto drain valves are clear, with no back pressure	
4.9	Check gas fuel manual shut-off valves for leakage/stiffness	
4.10	Remove all orifice connections from igniter pipes (total 5 connections) and clean. Clean out in-line filter	
4.11	Check condition of check valves in igniter lines if appropriate	
4.12	Check operating pressure of gas fuel slam shut valve. Remove P2 air supply pipe to slam shut valve and blow through	T6B-15-4a
4.13	Check all solenoid valve for seal leakage and operation (in conjunction with 5.8)	All Drawing
4.13.1	Purge gas – Sol 6	
4.13.2	Igniter gas – Sol 1	
4.13.3	Main gas fuel – Sol 5	
4.13.4	Starter engagement / gas start pilot – Sol 2	
4.13.5	Slam shut valve pilot – Sol 7	
4.13.6	Blow-off valve 1 – Sol 3a	

No	Description	Remarks
4.13.7	Blow-off valve 2 – Sol 3b	
4.13.8	Blow-off valve 3 – Sol 4a	
4.13.9	Blow-off valve 4 – Sol 4b	
4.13.10	Off-skid / Gas fuel block valve - Sol 12	
4.13.11	Off-skid / Gas fuel bleed valve – Sol 11	
4.13.12	Off-skid / Distillate fuel block valve – Sol 15	
4.14	Dismantle and clean Hale Hamilton pilot and main gas fuel regulators. Replace parts if necessary	T6B-16-3
4.15	Dismantle and clean Hale Hamilton pilot and main starting gas regulators. Replace parts if necessary (Replace Filter Element NC-3878 P/n: CT-4017E/1)	T6B-16-3
4.16	Remove all flame viewing heads. Clean / replace sight glasses adjacent to combustion chambers	
4.17	Remove gas fuel demister elements and clean. Check operation of automatic drain valve and high-level shutdown float switch	T6B-9-2
4.18	Clean / change lub oil breather filter. Clean sand trap and flame trap	
4.19	Check main lub oil tank level and top up if necessary. Take lub oil sample for analysis by Dai Hung – 01	
4.20	Change main and emergency lub oil filter if required	T6C-4-23
4.21	Check starter motor holding down bolt for security	
4.22	Inspect starter motor rubber coupling. Replace if required	
4.23	Check alignment of starter motor to turbine. Adjust if required and record	
4.24	Check all engine driven unit holding down bolts for security	
4.25	Check alignment of turbine to driven unit. Adjust as required and record. Repack coupling with grease if applicable and bolt up	Drawing No TB 62201G
4.26	Remove all combustion chamber and plates. Examine swirlers cones, flame tubes and flame tube extensions for distortion/ cracks/ fretting.	TB-6A1C-3a
4.27	Visually examine (through combustion chambers) first stage CT stator blade for erosion/ corrosion/ damage	
4.28	Check flame tube to flame tube extension clearances and record any adjustment	TB-6A1C-3a
4.29	Remove all four gas burners and clean	T6B-7-18d
4.30	Remove all four liquid fuel burners and clean. (Do not dismantle). Check operation of check valves in purge block assembly	T6B-7-18d
4.31	Check all four igniters' bowls are clean	T6B-8-4b
4.32	Grease bearings of all electric motors. Check all couplings and holding down bolts for security	

No	Description	Remarks
4.33	Grease gas starter motor	
4.34	Check actuator / fuel valve assembly for free operation and lack of excessive backlash	T6B-4-16b
4.35	Supply Compound, jointing: P/n: CT1014/3 (2 tubes)	
4.36	EXHAUST CASING INSIDE ENCLOSURE: The exhaust casing will be disassembled fireproof insulation & checked the condition, Repaired, replaced all corrosion parts & painting with heat resistant paint (temperature $\geq 650^{\circ}\text{C}$ ). After repairing, exhaust casing will be recovered with fireproof insulation (P.T exit temperature $\geq 650^{\circ}\text{C}$ ) as required.	
5	ELECTRICAL INSPECTION	
5.1	Check battery electrolyte levels and specific gravities. Top up with distilled water if necessary. Clean and re-grease terminals using 'Komolene' jelly or 'Vaseline'	
5.2	Check battery charger outputs. Adjust if necessary	
5.3	Boost-charge batteries for 24 hours	
5.4	Change all four igniter plugs. Check plug gaps and adjust if necessary	
5.5	Inspect igniter leads. Check insulation resistance and replace if required	
5.6	Check operation of each igniter plug. Replace igniter pack if required	
5.7	Check all solenoid valves for correct operation (in conjunction with 4.14)	
5.8	Inspect all electric motors. Carry out annual maintenance as required	
5.9	Inspect all AC contactors. Carry out maintenance as required	
5.10	Check all lamps and fuses on TCP are serviceable. Replace as required	
5.11	Check operation of all flame viewing heads with UV lamp	
5.12	Check all thermocouples for correct resistance. Check thermocouples cable for ground / screen faults and continuity to plug 21 at rear of monitor chassis 5	
5.13	Carry out function check of temperature monitor. Recalibrate if required	
5.14	Test and setting the AGV50 Fuel Valve. Record and results	TB-6G4B-2c
5.15	Check calibration of vibration monitoring equipment and record results	
5.16	Check calibration of driven unit bearing / winding / casing temperature monitoring equipment and record results	
5.17	Check calibration of pressure and temperature switches	

No	Description	Remarks
5.18	Check acoustic hood ventilation failure system	
5.19	Check operation of all emergency stop buttons	
6	RESTART AND RUNNING CHECK	
6.1	Reinstate all isolate services not already in operation after electrical check	
6.2	Run the lub oil pump and liquid fuel pump in manual. Check for leaks	
6.3	Make the turbine ready to run in accordance with manual	
6.4	Run the gas generator up to 10% speed on the starter motor. Stop the turbine using the normal stop button. Record the run-down time of the compressor	
6.5	Check turbine starts satisfactorily on both fuels under hot and cold conditions. Prove as many trips as possible in this process and record	
6.6	Check operation of fuel changeovers and observe, when running on gas, the liquid burner is purged for a 3 minutes period only	
6.7	Record running data on both fuels, at maximum available load on Turbine Running Log	Data Sheet #1
6.8	Check operation of IGV's	
6.9	Check unit for air, fuel, oil and exhaust gas leaks. Clean turbine flame	
6.10	Carry out vibration survey and complete attached Vibration Check Sheet	Data Sheet #2
6.11	Record any comments / observations and list any outstanding work	
6.12	Service bulletins and 'A' Form Modification Carry Out	
6.13	Recommendations for next inspection as detail in main report	
7	Workscope additional to "A" service	
7.1	Remove gas generator as per manual section TB 6A1A	TB-6A1A-5
7.2	Carry out strip down and inspection as gas generator as per manual section TB 6A1B. Record all strip down clearances in strip down sheet. Inspect and record condition of bearing and labyrinth seals	TB-6A1B-2c Data sheet #3, #5
7.3	Inspect and record condition of compressor blading. Hand clean compressor blades if necessary.	TB-6A1B-2c
7.4	Check operation of IGV unison ring. If stiff, remove the blades and clean the blade stems and bushes.	TB-6A1B-2c
7.5	Examine compressor turbine blading of damage/corrosion/erosion. Remove sample analysis blading and replace with new. Record all info on data sheet. "Dye penetrant" required on the 1st and 2nd stage CT stator blades, inspect and report.	TB-6A1B-2c Data sheet #10

No	Description	Remarks
7.6	Examine swirlers, swirler cones, flame tubes and flame tube extensions for distortion / cracks / fretting (ref manual section TB 6A1C)	TB-6A1B-3a
7.7	Rebuild gas generator as per manual section TB 6A1B. Record all rebuild clearances on Rebuild Sheet. Check compressor rotor turns freely	TB-6A1B-2c Data sheet #4, #6
7.8	Check flame tube extension / quadrant clearances and record	TB-6A1B-3a
7.9	Check swirler cone / flame tube radial clearances and record	TB-6A1B-3a
7.10	n/a	n/a
7.11	Before installing the gas generator, visually inspect the first stage stator of the power turbine. Carry out 'Dye Penetrant' check on interduct weld	TB-6A2-1d
7.12	Install gas generator	TB-6A1A-5
7.13	Stripdown and clean the Gas Fuel Throttle Valve NOTE: The liquid fuel throttle valve should not be dismantle	T6B-4-16b
7.14	Any other check required in respect of nonstandard equipment and not cover by this procedure	
7.15	Carry out visually inspection of the Gear Box internals. Record all detail on Gearbox Details Sheet	TB-6A3-12 Data sheet #9
7.16	Carry out visually inspection of the Auxiliary Gear Box internals	TB-6A3-5e

- The service shall be completed within 35 days from the date the Contractor's personnel are mobilized to the FPU, tentatively scheduled for August 2026.

- Working time Contractor for service on Daihung FPU: 12h per day.

- The maintenance activities will be based on the working hours of the Gas turbine, which will be informed to Contractor 01 month in advance.

- During services activities, Contractor should report to PVEP-NCS daily report, weekly report, which contents repairs/replacements/refurbishments activities and planning for next day/next week.

- After completed services, Contractor should submit to PVEP-NCS a completion report which contains all services activities, records, replacement/ repairing parts c/w CO/CQ, warranties, recommendation, planning etc, (but not limited to).

- Service warranty: six (06) months from the date the service acceptance certificate is signed by both parties.

### III. Spare part:

TT	Descriptions	P/N	Unit	Qty	Supply by
1	Stud	22519	EA	20	Contractor
2	Nut	23103	EA	50	Contractor
3	Washer	CT148/20	EA	4	Contractor
4	Photo tube	TB21070/01	EA	4	Contractor
5	Sight window adaptor	TB21040	EA	8	Contractor
6	Spring washer	21706	EA	100	Contractor
7	Bonded seal	36613	EA	6	Contractor

TT	Descriptions	P/N	Unit	Qty	Supply by
8	Igniter plug	TA23119	EA	4	Contractor
9	Igniter NRV	64/51001096	EA	4	Contractor
10	Joint	TA05201A	EA	2	Contractor
11	Joint ring	CT3009/119	EA	4	Contractor
12	O ring seal	CT336/38	EA	4	Contractor
13	O ring seal	36739	EA	2	Contractor
14	Non return valve	64/60030022/1	EA	2	Contractor
15	Non return valve	64/60030022/3	EA	2	Contractor
16	Air relay valve	TB54400E/01	EA	1	Contractor
17	Repair kit	SJE1115	Set	1	Contractor
18	Bonded seal	30629	EA	2	Contractor
19	Lub oil filter element	CT3009/14	EA	4	Contractor
20	Jointing compound	CT1045/100	EA	1	Contractor
21	Igniter cable No. 1	CT941E/1	EA	2	Contractor
22	Igniter cable No. 2	CT941E/2	EA	2	Contractor
23	Igniter cable No. 3	CT941E/3	EA	2	Contractor
24	Igniter cable No. 4	CT941E/4	EA	2	Contractor
25	O ring cord	CT336D/21	EA	10	Contractor
26	O ring cord	CT336D/29	LENGT	5	Contractor
27	Tabwasher SS	CT130A/5	EA	10	Contractor
28	Plain washer	13105	EA	10	Contractor
29	SS tabwasher	CT130A/1	EA	10	Contractor
30	Tabwasher	CT130G/1	EA	1	Contractor
31	Locking strip	TB34095	EA	4	Contractor
32	Bearing bush set	CT3056A	Set	1	Contractor
33	Tabwasher	CT130A/2	EA	4	Contractor
34	Tabwasher SS	CT130A/7	EA	10	Contractor
35	CT stator blade	TB33092A/1	EA	8	Contractor
36	Bolt	22906	EA	5	Contractor
37	Diaphragm joint	TB54042	EA	12	Contractor
38	Setscrew	22705	EA	72	Contractor
39	CT 1st rotor blades	TB31081W	EA	2	Contractor
40	CT 2nd rotor blades	TB31082X	EA	2	Contractor
41	Photo tube	CT91008/2	EA	4	Contractor
42	Stud	CT162D/8	EA	6	Contractor
43	Stud	505575	EA	2	Contractor
44	Nut	CT138/8	EA	10	Contractor
45	Nut	CT138/7	EA	4	Contractor
46	Bolt UNF	CT168/314	EA	4	Contractor
47	Helinut	508707	EA	10	Contractor
48	Spring washer	21710	EA	10	Contractor
49	Starter gearbox joint	TB07132A	EA	1	Contractor
50	Joint gasket	CT450A/10	EA	6	Contractor
51	Inlet bearing drain	CT476/38	EA	1	Contractor

<b>TT</b>	<b>Descriptions</b>	<b>P/N</b>	<b>Unit</b>	<b>Qty</b>	<b>Supply by</b>
52	Centre casing pipe joint	CT476A/4	EA	3	Contractor
53	Round joint	CT450B/21	EA	2	Contractor
54	Viewing head joint	CT476/23	EA	8	Contractor
55	Joint	CT450/98	EA	1	Contractor
56	Joint	CT450/131	EA	10	Contractor
57	Solenoid valve	64/60070043/1	EA	1	Contractor
58	Solenoid valve	64/60070018/1	EA	3	Contractor
59	Pilot regulator	CT3022D/1	EA	1	Contractor
60	Easing oil	CT4017E/43	EA	4	Contractor
61	Silicon grease	CT4017G/18	EA	2	Contractor
62	Loctite	CT886/13	EA	1	Contractor
63	Masking tape	JP4316	EA	4	Contractor
64	Helicoil insert	27464	EA	50	Contractor
65	Helicoil insert	27458	EA	50	Contractor
66	Locking wire	CT4017W/37	EA	4	Contractor
67	Locking wire	CT4017W/35	EA	4	Contractor
68	Thermocouple	CT4010E/01	EA	8	Contractor
69	Coupling element	64/62002108/2	EA	1	Contractor
70	Front bearing	64/62001015/3	EA	1	Contractor
71	Rear bearing	64/62001015/2	EA	1	Contractor
72	Round joint	CT450A/67	EA	1	Contractor
73	Roller bearing	CT648F/2	EA	3	Contractor
74	Lock washer	TB64033	EA	1	Contractor
75	Laminated shim	TB64149	EA	1	Contractor
76	Laminated shim	TB64035	EA	1	Contractor
77	Bearing	CT648F/1	EA	1	Contractor
78	Laminated shim	TB64146	EA	1	Contractor
79	Joint	TB64083A	EA	1	Contractor
80	Diaphragm	TA54085A	EA	6	PVEP-NCS
81	Round joint	CT450A/11	EA	10	PVEP-NCS
82	Round joint	TA54652B	EA	12	PVEP-NCS
83	Round joint	TA54652/1	EA	6	PVEP-NCS
84	Stud	505513	EA	10	PVEP-NCS
85	Packing	CT652J/1	BOX	8	PVEP-NCS
86	Sight glass	CT188E	EA	4	PVEP-NCS
87	Sight glass joint	CT382/85	EA	8	PVEP-NCS
88	Laminated shim, SS	TB21044A	SET	4	PVEP-NCS
89	Orifice plate joint	TA23114	EA	4	PVEP-NCS
90	Spares kit	SP031372	EA	4	PVEP-NCS
91	Sand trap filter	TA05202A	EA	2	PVEP-NCS
92	Sand trap joint	CT450C/12	EA	2	PVEP-NCS
93	Round joint	CT450C/13	EA	1	PVEP-NCS
94	Round joint	CT450A/15	EA	2	PVEP-NCS
95	O ring seal	36701	EA	4	PVEP-NCS

TT	Descriptions	P/N	Unit	Qty	Supply by
96	Non return valve	64/60030022/6	EA	2	PVEP-NCS
97	Round joint	CT450A/51	EA	2	PVEP-NCS
98	Round joint	CT450A/47	EA	2	PVEP-NCS
99	Round joint	CT450A/46	EA	2	PVEP-NCS
100	Spares kit	CT4017K/345	EA	1	PVEP-NCS
101	Valve seat	CT4017S/145	EA	1	PVEP-NCS
102	Filter element	CT4017E/1	EA	2	PVEP-NCS
103	Demister element	64/04004015/1	EA	1	PVEP-NCS
104	Diaphragm	CT4017D/2	EA	1	PVEP-NCS
105	Round joint	CT450A/52	EA	1	PVEP-NCS
106	Silicon grease	JP3612	EA	2	PVEP-NCS
107	Anti sieze compound	CT887B/2	EA	2	PVEP-NCS
108	Easing oil	SP029079	EA	2	PVEP-NCS
109	Gasket eliminator	CT886/25	EA	1	PVEP-NCS
110	Spares kit	CT4017K/24	SET	4	PVEP-NCS
111	Spares kit	CT4017K/29	EA	1	PVEP-NCS
112	Spares kit	CT4017K/25	SET	1	PVEP-NCS
113	Spares kit	CT4017K/36	SET	1	PVEP-NCS
114	Valve spares kit	CT4017K/13	EA	4	PVEP-NCS
115	O ring	BO-7442	EA	1	PVEP-NCS
116	Bonded seal	BO-192	EA	1	PVEP-NCS
117	Lapping & grinding compound - Code: 361547	361547	EA	1	PVEP-NCS
118	Lapping & grinding compound - Code: 361551	361551	EA	1	PVEP-NCS
119	Sealing strip	64/02001006/19	LENGT	2	PVEP-NCS
120	Sealing strip	64/02001006/12	LENGT	4	PVEP-NCS
121	Sealing strip	64/02001006/16	EA	4	PVEP-NCS
122	O ring seal	36712	EA	4	PVEP-NCS
123	Bearing bush set	TB12015C	EA	1	PVEP-NCS
124	Thrust pad set	CT4017P/63	SET	1	PVEP-NCS
125	Shim	TB32622	EA	10	PVEP-NCS
126	Teflon seal	CT336E/2	EA	1	PVEP-NCS
127	Teflon seal	CT336E/1	EA	1	PVEP-NCS
128	UNF capscrew	23832	EA	2	PVEP-NCS
129	Tabwasher	CT130A/3	EA	6	PVEP-NCS
130	Copper washer	12653	EA	2	PVEP-NCS
131	O ring	30415	EA	2	PVEP-NCS
132	Tapped dowel	CT190B/3	EA	12	PVEP-NCS
133	Diaphragm joint	TB54043	EA	12	PVEP-NCS
134	Split pin	27854	EA	24	PVEP-NCS
135	Spring washer	21708	EA	60	PVEP-NCS
136	CC joint	TB21073C	SET	1	PVEP-NCS
137	SS nut 2BA	CT138B/8	EA	6	PVEP-NCS

<b>TT</b>	<b>Descriptions</b>	<b>P/N</b>	<b>Unit</b>	<b>Qty</b>	<b>Supply by</b>
138	Stud	CT162D/9	EA	4	PVEP-NCS
139	Nut	23106	EA	4	PVEP-NCS
140	Stud	CT162/209	EA	2	PVEP-NCS
141	Stud	CT162/211	EA	4	PVEP-NCS
142	Stud	CT162/204	EA	6	PVEP-NCS
143	Philidas nut	26061	EA	10	PVEP-NCS
144	Bolt	22919	EA	10	PVEP-NCS
145	Exit bearing drain	TB05026A	EA	2	PVEP-NCS
146	Viewing head joint	TB21039A	EA	16	PVEP-NCS
147	Sight window joint	CT186D/1	EA	8	PVEP-NCS
148	Top joint	CT476A/3	EA	4	PVEP-NCS
149	View head joint	CT186E/2	EA	12	PVEP-NCS
150	Viewing head joint	CT450A/20	EA	4	PVEP-NCS
151	Viewing head joint	TB21038A	EA	4	PVEP-NCS
152	Joint	15157	EA	2	PVEP-NCS
153	Gas burner joint	TB21026A	EA	4	PVEP-NCS
154	Flame trap joint	CT453/8	EA	1	PVEP-NCS
155	Flame trap joint	CT450A/26	EA	2	PVEP-NCS
156	Gas burner joint	TB21027	EA	4	PVEP-NCS
157	Joint	15184	EA	3	PVEP-NCS
158	Joint	CT453/7	EA	1	PVEP-NCS
159	Joint ring	CT3009/101	EA	2	PVEP-NCS
160	Joint	CT3009/102	EA	1	PVEP-NCS
161	Round joint	CT450/132	EA	4	PVEP-NCS
162	Joint ring	CT3009/123	EA	2	PVEP-NCS
163	Solenoid valve	64/60070027/2	EA	1	PVEP-NCS
164	Solenoid valve	64/60070024/3	EA	1	PVEP-NCS
165	Valve & pad assy	CT4017V/18	EA	1	PVEP-NCS
166	Bonded seal	36623	EA	1	PVEP-NCS
167	Hylomar compound	CT1014/3	EA	4	PVEP-NCS
168	Exhaust thermocouple	CT4010E/09	EA	2	PVEP-NCS
169	Oil filter element	CT3009/7	EA	1	PVEP-NCS
170	Fuel filter	64/04001041/9	EA	1	PVEP-NCS
171	O ring	36792	EA	1	PVEP-NCS
172	Joint	TB54038A	EA	1	PVEP-NCS
173	Coupling Element	CT903D/101	EA	1	PVEP-NCS
174	Coupling Element	CT461A/4	SET	2	PVEP-NCS
175	Coupling Element	CT903C/105	EA	1	PVEP-NCS
176	Coupling Element	CT903C/101	EA	1	PVEP-NCS

- All newly supplied spare parts shall be brand new and c/w original CO, CQ (Copies are acceptable for common consumables).

- The Contractor is responsible for providing all missing spare parts, standard consumables, and cleaning chemicals necessary for performing the maintenance activities in accordance with Section II (SOW).

#### **IV. Handtools and special tools:**

- The Contractor shall provide all specialized equipment, standard hand tools, and personal protective equipment (PPE) necessary to perform the work in accordance with the Section II (SOW).
- All measuring instruments and lifting equipment subject to calibration and inspection shall have valid certificates and be within their approved validity period.
- A detailed list of required equipment and tools shall be included in the Technical Proposal.

#### **V. Contractor's capacity:**

##### **V.1 Manpower:**

- The contractor shall mobilize experts and technical staff with engineer-level or equivalent qualifications, including: 1 Mechanical Engineer and 1 E&I Engineer, each with  $\geq 5$  years of experience in TB5000 gas turbine maintenance, and 3 Mechanical Technicians plus 1 E&I Technician, each with  $\geq 3$  years of experience in TB5000 gas turbine maintenance.
- The contractor is required to submit the CVs of all proposed personnel as part of the bid submission.

##### **V.2 Company:**

- Contractor shall supply certificates for overhaul / maintenance European Ruston Gas Turbine or equivalence.
- Contractor shall supply repairing / maintenance facility for repairing / maintenance Ruston Gas Turbine TB-5000. The gas generator and load gearbox will be overhaul B service in the Contractor's facility.

#### **VI. Safety and Environmental Requirement:**

- The risk to personnel Contractor be assessed and minimized in with PVEP-NCS HSE regulations.
- A safety and Environmental management plan Contractor be developed for the service operation which is approved by PVEP-NCS and to interface with those prevailing in PVEP-NCS.
- All Contractor personnel working on DH-01 shall in strictly follow DH-01 HSE regulations.
- Accident and harzard reports will conform to the contract document requirements. Accident and hazard reporting forms will be completed on site as soon as practical after an accident or hazard event is reported.
- PVEP-NCS requires that all accidents involving potentially fatal sequence of events or lost time injuries be investigated by a trained and qualified investigation team. CLIENT Contractor approves the term of reference of the investigation and reserves the right to take part in any subsequent investigation.
- Involving tools box meeting/ daily meeting.

#### **VII. PVEP-NCS support:**

- PVEP-NCS will supply transportation for Contractor service engineers only from Vung Tau Airport / Daihung FPU / Vung Tau Airport by chopper or vessel.
- PVEP-NCS will supply accommodations / meals for service engineers at Daihung platform.
- PVEP-NCS supply transportation for Contractor service tools / kits by supply boat with plan schedule every month.

**VIII.** Technical evaluation criteria:

No.	Technical requirements	Evaluation criteria	
		Acceptable	Not acceptable
1	Perform work according to content II.		
2	<ul style="list-style-type: none"> <li>- Provide spare parts and tools according to content III.</li> <li>- Requirements for replacement parts to be provided by the contractor: certificate of origin issued by chamber of commerce of exporting country (Original), certificate of quality issued by manufacturer or manufacturer's branch (Original). Copies are acceptable for common consumables.</li> <li>- The Contractor is responsible for providing all missing spare parts, standard consumables, and cleaning chemicals necessary for performing the maintenance activities in accordance with Section II (SOW).</li> </ul>		
3	Hand tools and special tools shall be provided in accordance with the requirements specified in Section IV.		
4	The Contractor's capacity shall be in accordance with the requirements specified in Section V.		

Note:

- Two evaluation criteria of "acceptable"; and "not acceptable" will be applied for contents defined as "major".

### **3. BIDDING FORMS**

**TENDER ACKNOWLEDGMENT LETTER**

*Letterhead of Bidder*

Date:

To: **NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH -  
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION  
LIMITED**

Attn: Director

Subject: <<<< TENDER TITLE >>>>

ITB No.....

Dear Sir,

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

**OR**

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

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

Bidder’s	Telephone
Name: _____	: _____
Attention: _____	Fax: _____
Address: _____	Email: _____
Signed: _____	
Signature: _____	Date: _____
Printed	
Name: _____	
Title: _____	

## PROPOSAL LETTER FORM

*Letterhead of BIDDER*

Date:

To **NAM CON SON PETROLEUM EXPLORATION PRODUCTION  
BRANCH - PETROVIETNAM EXPLORATION PRODUCTION  
CORPORATION LIMITED**

Attn: Director

**Subject: <<<< TENDER TITLE >>>>**

ITB No.....

Dear Sir

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

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

We offer to provide the WORKS as detailed in the Bid Package for the prices stated in our Proposal attached hereto. This offer is valid until 120 days from the date fixed for submitting same and shall be binding upon us and may be accepted at any time before the aforesaid date.

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

Telephone :

**POWER OF ATTORNEY FORM**

*Letterhead of BIDDER*

Date:

To            **NAM CON SON PETROLEUM EXPLORATION PRODUCTION  
BRANCH - PETROVIETNAM EXPLORATION PRODUCTION  
CORPORATION LIMITED**

Attn:        DIRECTOR

**Subject:**    <<<< TENDER TITLE >>>>

ITB No.....

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

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

for **REPAIR AND OVERHAUL GENERATOR BERGEN GENSET NO3 ON DH01** under the TENDER No. PVEPPOC-24-11010

This Power of Attorney is effective as from \_\_\_\_\_ to \_\_\_\_\_.

Yours faithfully,

**For and behalf of [name of BIDDER].**

\_\_\_\_\_  
**Name of Legal Representative of BIDDER**

**Position:**

## CONSORTIUM AGREEMENT FORM

\_\_\_\_\_, Date: \_\_\_\_\_

<<<< **TENDER TITLE** >>>>

ITB No.....

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

Name of the Consortium Partner (Name of Each Consortium Partners) \_\_\_\_\_

Represented by: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

### **Article 1: General Provisions**

1. The Partners are willing to form a Consortium to participate in the **Tender No. .... for <<<< TENDER TITLE >>>>** (hereinafter referred to as “TENDER”) to **NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED** (hereinafter referred to as “CLIENT”).
2. The Partners agree that the name of the Consortium for all correspondences related to TENDER is: \_\_\_\_\_ [*specify name of the Consortium as agreed*].
3. The Partners confirm that neither of them will unilaterally participate in the bidding of this ITB as an independent Bidder of partner of other consortium. If the consortium is awarded the Contract, neither partner will refuse to execute its obligations and duties as agreed in the Contract unless otherwise agreed in writing by the Consortium Partner. If the Consortium Partner refuses to fulfill its own obligations as agreed then such Partner is to:
  - Compensate for all damages to other Consortium Partners;
  - Compensate for all damages to CLIENT as stipulated in the Contract;
  - Other penalty [*specify other penalty*].

### **Article 2. Responsibilities of the Partners**

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

1. Leading Partner of the Consortium:

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

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

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

### **Article 3: Validity of the Consortium Agreement**

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

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

### **LEGAL REPRESENTATIVE OF THE LEADING CONSORTIUM PARTNER**

*[Specify full name, title, sign and seal]*

### **LEGAL REPRESENTATIVES OF THE CONSORTIUM PARTNERS**

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

## BID BOND FORM

*Letterhead OF BANK*

BID BOND TO ITB No. ....

Date: \_\_\_\_\_

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

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

We \_\_\_\_\_ [*name of the BANK*], having registered office located at \_\_\_\_\_ [*address of registered office of the BANK*] (hereinafter referred to as "BANK"), pledge to BIDDER to secure for the Bidder to participate in bidding for said ITB with an amount of ..... (*In words: .....Vietnam Dong*).

We shall immediately transfer to CLIENT the amount of money mentioned above when CLIENT notifies in writing that Bidder breaks the requirements specified in the ITB documents<sup>(1)</sup>.

This Bid Bond is valid for 150 days from the bid closing date. Any claim of CLIENTY related to this Bid Bond shall be received by [*name of the BANK*] before expiry of above mentioned validity period.

### **Legal Representative of the BANK**

*[Specify name, title, sign and seal]*

#### Notes:

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

## CURRICULUM VITAE (CV) FOR PROPOSED MANPOWER

---

**1. Proposed Position** [*only one candidate shall be nominated for each position, one candidate may be nominated for some tasks assigned*]: \_\_\_\_\_

**2. Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_

**3. Name of Staff** [*Insert full name*]: \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
\_\_\_\_\_

**6. Membership of Professional Associations:** \_\_\_\_\_

**7. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

From [Year]: To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p>[<i>List all tasks to be performed under this assignment</i>]</p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>[<i>Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i></p> <p><b><i>IT IS IMPORTANT that the staff should list ALL such relevant assignments.</i></b>]</p>
--	--

	Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---

**13. Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_

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

Full name of authorized representative: \_\_\_\_\_

**BIDDER'S EXCEPTIONS TO TERMS AND CONDITIONS**

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

**BIDDER'S EXCEPTIONS TO EXHIBITS**

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

## UNPRICED PROPOSAL FORM

### SCOPE OF WORKS/ SUPPLY

No	Descriptions	UOM	QUANTITY	BIDDER PROPOSAL
1				Bidder to note "Quoted" or "No Quote"
2				
3				
4				
5				

**Note:**

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

## **2. BIDDER'S QUESTIONNAIRE**

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

**PRIVATE & CONFIDENTIAL**

- 1. Full Name of BIDDER: \_\_\_\_\_  
 Registered Address: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Correspondence Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

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

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

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

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

- 4. Summary of Financial Data for the fiscal years

		Unit: (VND/ USD)		
No.	Descriptions	2023	2024	2025
1	Total assets			
2	Total liabilities			
3	Current assets			
4	Current liabilities			
5	Turnover			
6	Profit Before Tax			
7	Profit after Tax			
8	Other items (if required)			

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

1. Audited Financial Statements or Financial Statements certified by competent authorities as required by the law for the Year 2023, 2024, 2025.
2. Annual Tax Statements as required by the law on taxation (Tax authorities to certify that the Bidder has submitted its tax statements) for the Year 2023, 2024, 2025.
3. Report on Checking of Bidder's Tax Statements (if any) for the Year 2023, 2024, 2025.

Information provided by:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_



**CONTRACT**

**Between**

**NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH -  
PETROVIETNAM EXPLORATION PRODUCTION  
CORPORATION LIMITED**

**And**

.....

**For**

.....

**CONTRACT No.: PVEPNCS-26-.....**

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EXHIBITS

EXHIBIT I                   SCOPE OF WORK AND TECHNICAL REQUIREMENTS

EXHIBIT II                  EQUIPMENT, MATERIALS , SUPPLIES AND SERVICES  
PROVIDED BY CONTRACTOR

EXHIBIT III                 CONTRACT PRICE

EXHIBIT IV                 FORM OF BANK GUARANTEE

EXHIBIT V                 CHANGE ORDER PROPOSAL

EXHIBIT VI                 INVOICING PROCEDURES AND ADMINISTRATION  
GUIDELINES

EXHIBIT VII                HEALTH, SAFETY AND ENVIRONEMENT REQUIREMENT

**PREAMBLE**

This Contract (hereinafter referred to as "CONTRACT") is made and entered into this ..... day of ..... 2026 ("Contract Signing Date) effective as of the ..... day of ..... 2026 ("Effective Date") between:

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

And

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

**WHEREAS :** CLIENT, pursuant to various Production Sharing Contracts entered into with PETROVIETNAM (Vietnam National Oil and Gas Corporation) is appointed as Authorized Operator’s Attorney for the exploration, development and production of hydrocarbons for oil and gas fields offshore Vietnam.

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

**WHEREAS :** CLIENT requires ..... (hereinafter referred to as the "WORKS") as described in the **EXHIBITS** (attached hereto and made a part hereof) and in accordance with the terms of this CONTRACT;

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

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

**ARTICLE 1 – INTERPRETATION OF CONTRACT**

1.1 The following documents together constitute this CONTRACT:

CONTRACT FORM	ARTICLES 1 TO 43 INCLUSIVE
EXHIBIT I	SCOPE OF WORK AND TECHNICAL REQUIREMENTS
EXHIBIT II	EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES TO BE PROVIDED BY CONTRACTOR
EXHIBIT III	CONTRACT PRICE
EXHIBIT IV	FORM OF BANK GUARANTEE
EXHIBIT V	CHANGE ORDER PROPOSAL
EXHIBIT VI	INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES
EXHIBIT VII	HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT

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

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

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

- 1.8 All instructions, notifications, agreements, authorisations, approvals and acknowledgements shall be in writing (whether by mail or by fax).
- 1.9 Any review, approval, acknowledgement or certificate given by CLIENT shall not relieve the CONTRACTOR from any liability or obligation under the CONTRACT.
- 1.10 Words importing the singular only also include the plural and vice versa where the context so requires.
- 1.11 A reference to “include” or “including” means including and without limitation and any word specified after the word “include” or its other grammatical forms shall not limit what else is included.

**END OF ARTICLE**

## ARTICLE 2 – DEFINITIONS

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

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

and which sets forth the basis on which CONTRACTOR will be compensated for the change, if applicable.

- 2.12 **"CONTRACT"** means the terms and conditions of this **CONTRACT FORM**, and the **EXHIBITS**, references and documents attached hereto or incorporated by reference including any subsequent amendments to them.
- 2.13 **"CONTRACT Price"** means the agreed compensation to be paid to CONTRACTOR in a prescribed method as specified and qualified in **EXHIBIT III – CONTRACT PRICE**.
- 2.14 **"CONTRACTOR"** means the Party entering into the CONTRACT with CLIENT for the delivery of the performance of the WORKS or part thereof as set forth in the CONTRACT and includes the CONTRACTOR Personnel, representatives, successors and such other persons or body of persons to whom the CONTRACTOR has assigned this CONTRACT.
- 2.15 **"CONTRACTOR GROUP"** means the CONTRACTOR, its Sub-contractors, its and their Affiliates, its and their respective directors, officers and employees but shall not include any member of CLIENT GROUP.
- 2.16 **"CONTRACTOR Contract Administrator"** means CONTRACTOR's Personnel as defined in **ARTICLE** headed as **"CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE"**.
- 2.17 **"CONTRACTOR Representative"** means CONTRACTOR's representative as defined in **ARTICLE** headed as **"CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE"**.
- 2.18 **"CONTRACTOR Equipment"** means the equipment and other related parts, spare parts, materials, tools, drilling unit, vessels, marine spread, expendables, designated facilities and equipment and other supplies that are to be provided or supplied by CONTRACTOR as defined in **ARTICLE** headed as **"CONTRACTOR'S OBLIGATION"** and more specifically described in **EXHIBIT I – SCOPE OF WORK AND TECHNICAL REQUIREMENTS**.
- 2.19 **"CONTRACTOR Personnel"** means all personnel provided by CONTRACTOR in the performance of the **WORKS** as defined in **ARTICLE** headed as **"CONTRACTOR'S OBLIGATION"** and more specifically described in **EXHIBIT I – SCOPE OF WORK AND TECHNICAL REQUIREMENTS**.
- 2.20 **"Co-Venturers"** means any parties having a legal interest in the operation of CLIENT to which the WORKS or part thereof relates including but not limited to PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LTD and **Partners**
- 2.21 **"Day"** or **"day"** means a calendar day. All day shall end at 24:00 local time at the relevant location in relation to which term "Day" or "day" is used, unless otherwise specified.
- 2.22 **"Drawings"** or **"Documentation"** means sketches, drawings, reports, manuals, procedures and recommendations of any portion of the WORKS or part thereof.

- 2.23 **"Expert"** means a person or company mutually agreed upon by CLIENT and CONTRACTOR to give a technical opinion in order to expedite settlement of any particular matter as described in **ARTICLE** head as **"ARBITRATION"**.
- 2.24 **"Gross Negligence "** means (i) any act or failure to act which seriously or substantially deviates from a prudent course of action or (ii) any act or omission in violation of the most elementary rules of diligence which a conscientious contractor in the same position and under the same circumstances would have followed or (iii) such wanton and reckless conduct or omission as constitutes in effect an utter disregard for foreseeable, harmful and avoidable consequences.
- 2.25 **"Party"** or **"Parties "** means CLIENT and/or CONTRACTOR who have their obligations pursuant to this CONTRACT.
- 2.26 **"Specification"** means a collection of documents, standards and codes to which the WORKS must conform to.
- 2.27 **"Standard"** means any description of a technical nature of materials, engineering methods and techniques, equipment, construction systems and methods, specifications, plans, workmanship or otherwise defining a result to be achieved or method to be followed.
- 2.28 **"Sub-contract"** means any contract between CONTRACTOR and any other third party or parties as Approved in writing by CLIENT for the performance of any portion of the WORKS or any part thereof.
- 2.29 **"Sub-contractor"** means any third party or parties having a subcontract with CONTRACTOR as Approved in writing by CLIENT for the performance of any portion of the WORKS or any part thereof.
- 2.30 **"Third Party"** means any person, association of person, company or other body corporate or commercial entity of whatever character, other than any member of CONTRACTOR GROUP and any member of CLIENT GROUP.
- 2.31 **"Wilful Misconduct"** means conscious wilful act or conscious wilful failure to act deliberately committed by a member of CONTRACTOR covered parties, or CLIENT covered parties, as the case may be, which is intended to cause harm or injury to persons or property.
- 2.32 **"WORKS"** means all activities or services to be performed and rendered by CONTRACTOR or its Sub-contractor as expressly set forth in the CONTRACT and all of CONTRACTOR's activities that are reasonably inferable from the description of the WORKS. This shall include work or services performed pursuant to any authorization for WORKS or changes, which may be issued to CONTRACTOR from time to time and shall therein become part of the WORKS.
- 2.33 **"Work Order"** shall mean a document issued by CLIENT to CONTRACTOR in the format provided in **EXHIBIT VI – INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES** to this CONTRACT.
- 2.34 **"Work Site"** means the areas, places either onshore or offshore as designated by CLIENT where the WORKS are to be performed.

2.34 **"Writing(s)"** means all printed or hand-written documentation including but not limited to all telexes, cables and similar items. All requests, approvals, notices and agreements required under this CONTRACT shall be in writing.

**END OF ARTICLE**

**ARTICLE 3 – DURATION OF CONTRACT**

- 3.1 Subject to termination provision provided under **ARTICLE 23 – “PROVISION FOR TERMINATION OF CONTRACT”**, this CONTRACT shall commence on the Effective Date stipulated in the preamble and shall remain valid until both Parties had fulfilled their rights and obligations in accordance with the CONTRACT.
  
- 3.2 By giving written notice to CONTRACTOR no less than thirty (30) days in advance, CLIENT shall have the right to extend the duration of this CONTRACT to 12 months under the same terms and conditions but subject to mutual agreement on rate.

**END OF ARTICLE**

**ARTICLE 4 – CONTRACT PRICE**

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

**END OF ARTICLE**

## **ARTICLE 5 – RESPONSIBILITY OF CONTRACTOR TO INFORM ITSELF**

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

**END OF ARTICLE**

**ARTICLE 6 – RESPONSIBILITY OF CONTRACTOR TO INFORM CLIENT**

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

**END OF ARTICLE**

## **ARTICLE 7 – INVOICING AND PAYMENT**

- 7.1 After completion of the WORKS, CONTRACTOR shall invoice CLIENT for the WORKS performed. The invoice may include any amounts due to CONTRACTOR, as well as charges, if any, made by CONTRACTOR for expenditure on CLIENT's behalf. Expenditures on CLIENT's behalf shall be authorized in writing by CLIENT Contract Administrator before being incurred.
- 7.2 All invoices claimed by CONTRACTOR shall be itemized as being directly associated with the CONTRACT and shall be verified and signed by the authorized signatory designated in **ARTICLE 18** entitled "**CONTRACTOR'S CONTRACT ADMINISTRATION AND REPRESENTATIVE**" hereof prior to submission to CLIENT for payment. Invoicing for WORKS performed shall be kept current at all times. All invoices submitted shall comply with the requirement of **EXHIBIT VI – INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES**.
- 7.3 Any charges made by CONTRACTOR for items reimbursable at actual cost under this CONTRACT or payments made on CLIENT's behalf shall be net of all discounts and allowances, whether or not taken by CONTRACTOR plus appropriate handling cost as specified in **EXHIBIT III** and be supported by sufficient documentation to fully support such reimbursement and permit verification thereof by CLIENT.
- 7.4 A full set of documents payment include:
- Letter of Payment Request (original);
  - Value Added Tax Invoice or E-Invoice (original);
  - Copies of the relevant pages from the CONTRACT supporting any rate or charge contained in the invoice;
  - Original copies of all invoices for reimbursable items if any;
  - CO/CQ, Warranty Certificate, Delivery Notice for Products having been provided (Original);
  - FAT/SIT protocol if any (Original);
  - Final Acceptance Protocol signed by duly authorized representative of both parties (Original);
  - Final report if any (Original);

Invoices shall indicate the CONTRACT number and title and shall be submitted in one (1) original and one (1) copy each complete with the necessary documentation required by CLIENT and shall be addressed to:

**NAM CON SON PETROLEUM EXPLORATION  
PRODUCTION BRANCH - PETROVIETNAM EXPLORATION PRODUCTION  
CORPORATION LIMITED**

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

- 7.5 Payments of undisputed invoiced items shall be made on or before the forty-fifth (45<sup>th</sup>) day after receipt thereof. If the forty-fifth (45<sup>th</sup>) day falls on a Sunday or a gazetted public holiday, the next working day shall be deemed to be the due day for payment. Payments in respect of disputed items may be withheld by CLIENT until the settlement

of the dispute by mutual agreement. Payments made by CLIENT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced.

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

that this provision shall not affect any other remedy to which CLIENT may be entitled to for the recovery of such sums.

- 7.13 For delay in completion of WORKS due to CONTRACTOR's and/or its Sub-Contractors' negligence, CLIENT shall have the right to deduct any payment to amount of liquidated damages as provided in **ARTICLE 27** entitled "**LIQUIDATED DAMAGES**", or adjust the CONTRACT Price in accordance with **ARTICLE 4.2**.
- 7.14 Upon notification of any erroneous billings made by or payments made to CONTRACTOR by CLIENT, CONTRACTOR shall within fourteen (14) days, make appropriate adjustments therein and reimburse to CLIENT any amounts of over-payment still outstanding as reflected by said adjustments. Notwithstanding the foregoing, CLIENT shall be entitled to deduct such amount from payment due to CONTRACTOR. Accordingly, CLIENT shall pay CONTRACTOR any amount of under-payment subject to verification thereof.
- 7.15 Payment made under this CONTRACT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced and shall not constitute an admission by CLIENT as to the performance by CONTRACTOR of its obligations hereunder and in no event shall any such payment affect the warranty obligations of CONTRACTOR. Any payments withheld shall be without prejudice to any other rights or remedies available to CLIENT.
- 7.16 CLIENT shall not be responsible and liable to pay any invoice(s) received later than three (3) months from CONTRACTOR after Termination of this CONTRACT for the performance of the WORKS.
- 7.17 All invoices, financial settlements and billings by CONTRACTOR to CLIENT shall reflect properly the facts relating to all activities and transactions handled for CLIENT's account.
- 7.18 All payments to Domestic CONTRACTOR by CLIENT under the terms of this CONTRACT shall be made in Vietnam Dong (VND), except for payments for WORKS performed by Foreign CONTRACTOR's Sub-contractor/Parent Company/Subsidiary/Affiliate which is made in United State Dollar (USD) to such Foreign CONTRACTOR's Sub-contractor/Parent Company/Subsidiary/Affiliate by CONTRACTOR which shall be back-to-back made to CONTRACTOR by CLIENT in USD provided that CONTRACTOR shall provide CLIENT with all necessary supporting documents for such payment in USD, including but not limitation to a contract, custom declaration, invoice, etc. All payments to Foreign CONTRACTOR by CLIENT under the terms of this CONTRACT shall be made in US Dollar (USD). The exchange rate to be used to convert shall be the transfer rate for VND and USD announced by the Bank for Foreign Trade of Vietnam (Vietcombank) at the time of VAT invoice issuance shall be applied.
- 7.19 **Payment Milestones**  
Based on the actual work situation of PVEP-NCS, the Payment Milestones has been agreed upon by both parties and is described in detail in Exhibit III – Contract price
- 7.20 All payments to CONTRACTOR shall be made to:  
.....

**END OF ARTICLE**

## **ARTICLE 8 – BANK GUARANTEE**

- 8.1 CONTRACTOR shall furnish to CLIENT an irrevocable first call and unconditional Bank Guarantee in the format set out in EXHIBIT IV of this CONTRACT amounting to **five percent (5%)** of the CONTRACT value issued by a reputable bank and acceptable to CLIENT **within thirty (30) days of signing date of this CONTRACT** to guarantee the due performance by the CONTRACTOR of its obligations under this CONTRACT. The **expiry date of this Bank Guarantee shall be no earlier than 30 days after the time to complete the service installation on the floating platform DH01 (base on the acceptance protocol) and any extension thereto.** Such guarantee shall be binding notwithstanding such variation, alterations or extensions of time as may be made, given, conceded or agreed under this CONTRACT. The expense of preparing, completing and stamping such instrument shall be borne by CONTRACTOR.
- 8.2 Should the expiry date of the Bank Guarantee required to be furnished pursuant to the foregoing **ARTICLE 8.1** occur before the expiry period mentioned above, the CONTRACTOR shall provide, at least fourteen (14) days before the expiry date, a fresh guarantee in the form similar to and in the amount of those previously provided, except for a revised date of expiry which shall not be earlier than three (3) months after the end of the CONTRACT or any extension thereto. Should CONTRACTOR fail to provide the fresh guarantee as required, CLIENT shall, without prejudice to all its other rights under the CONTRACT or in law, have the right at any time to invoke the Bank Guarantee referred to in **ARTICLE 8.**
- 8.3 If the Bank Guarantee to be furnished pursuant to **ARTICLE 8**, is not duly furnished by CONTRACTOR to CLIENT within the above prescribed period, CLIENT may, at its option and without prejudice to any rights or claims it may have against CONTRACTOR by reason of CONTRACTOR's noncompliance with any of the provisions of this **ARTICLE**, withhold an amount equivalent to the payment due or becoming due to the CONTRACTOR under this CONTRACT until such time the Bank Guarantee is furnished by the CONTRACTOR, whereupon CLIENT shall immediately release such sums withheld to CONTRACTOR, or terminate this CONTRACT by notice in writing to CONTRACTOR. In the case of termination, CLIENT shall thereupon not be liable for any claim or demand from CONTRACTOR under the provisions of this CONTRACT in respect of anything then already done or furnished, or in respect of any matters or thing whatsoever in connection with or relating to this CONTRACT, but CLIENT shall be entitled to be reimbursed by CONTRACTOR for all reasonable documented expenses incurred by CLIENT in obtaining a new contractor to perform the WORKS.
- 8.4 CLIENT reserves the right to instruct CONTRACTOR to revise the Bank Guarantee amount to correspond to any increase in the CONTRACT Price. Failure to revise the Bank Guarantee shall constitute a failure by CONTRACTOR to perform this CONTRACT entitling CLIENT to make an immediate call on the Bank Guarantee.

**END OF ARTICLE**

## **ARTICLE 9 – TAXES AND DUTIES**

### **9.1 CONTRACTOR LEGAL STATUS**

#### **9.1.1**

#### **Vietnamese**

#### **CONTRACTOR**

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

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

### **9.2**

#### **Personal Income Tax**

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

### **9.3 Importation and exportation of CONTRACTOR's material and equipment**

9.3.1 CONTRACTOR shall at its own expenses be responsible for all customs duties, licenses, fee, import or tariffs or similar charges imposed by the Government of Vietnam or any other countries, states or relevant authorities which the CONTRACTOR is obligated to pay in relation to CONTRACTOR's supplied materials and equipment imported into the Socialist Republic of Vietnam for performance of the WORKS.

9.3.2 CONTRACTOR shall be responsible for the preparation of all documents required by Customs Authorities in connection with the import and export of CONTRACTOR Equipment to and from the Socialist Republic of Vietnam.

9.3.3 Notwithstanding the fact that CONTRACTOR Equipment is imported in the name of CLIENT, CONTRACTOR shall remain responsible for such equipment while in the Socialist Republic of Vietnam. CONTRACTOR shall protect, indemnify and hold harmless CLIENT from and against any claims, demands and causes of action, which may arise as a result of damage to, shortages, or overages in inventory of such equipment.

9.3.4 Upon termination of this CONTRACT or the operation involving the use of such CONTRACTOR Equipment, whichever occurs first, CONTRACTOR shall take immediate steps to remove such equipment from the Socialist Republic of Vietnam other than equipment used or consumed in the performance of the WORKS. Unless CLIENT agrees otherwise in writing, CONTRACTOR shall comply with all directions and procedures as required by CLIENT to cause such equipment to be removed as expeditiously as possible.

9.3.5 CONTRACTOR shall indemnify and hold CLIENT harmless from and against any and all taxes, duties, surcharges, fines, or penalties of whatsoever nature for which CLIENT shall be or become liable as a result of CONTRACTOR's failure to comply with the directions and procedural requirements of CLIENT with respect to the removal of CONTRACTOR Equipment imported in CLIENT's name or as a result of CONTRACTOR's act in selling, transferring, disposing, or otherwise dealing with such equipment prior to its removal from the Socialist Republic of Vietnam or as a result of CONTRACTOR's failure to furnish proper and accurate information for import of such equipment.

9.4 Without prejudice to **ARTICLES 9.1, 9.2 and 9.3**, CONTRACTOR shall protect and indemnify and hold CLIENT, its Co-Venturers and their respective Affiliates safe and harmless from any and all claims or liability for income, excess profits, royalty, and other taxes assessed or levied by the Government of any country against CONTRACTOR or its Sub-contractors or against CLIENT for or on account of any

payment made to or earned by CONTRACTOR or its Sub-contractors hereunder. CONTRACTOR further shall protect and hold CLIENT harmless from all taxes assessed or levied against or on account of wages, salaries, or other benefits paid to or enjoyed by employees of CONTRACTOR or its Sub-contractors, and from all taxes assessed or levied against, on, or for account of any property or equipment of CONTRACTOR or its Sub-contractors.

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

**END OF ARTICLE**

**ARTICLE 10 – INSURANCE**

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

- (a) Workmen's Compensation or Similar Statutory Social Insurance and/or Employer's Liability Insurance as required by law at the location where the WORKS will be performed and which may be applicable covering all CONTRACTOR's employees engaged in accomplishing the WORKS. Such insurance shall take effect immediately from the award of the CONTRACT.
- (b) Comprehensive General Third Party Liability Insurance covering all operations hereunder against bodily injury, death, loss of or damage to property for any one occurrence with water craft exclusion deleted. Such insurance shall include contractual liability coverage and shall take effect immediately from the award of the CONTRACT.
- (c) "All Risks" Property Damage and Transit Insurance covering CONTRACTOR Equipment at all times during the duration of this CONTRACT including, but not limited to, losses occurring at the Work Site(s) and/or in transit to or from the Work Site and/or between Work Site(s).

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

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

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

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

- 10.4 CONTRACTOR shall fully indemnify CLIENT against loss or damage arising out of any failure to effect or maintain such insurances specified by this CONTRACT or out of any act or omission which invalidates the said insurances.
- 10.5 Should CONTRACTOR at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be cancelled, CLIENT shall upon notification to CONTRACTOR have the right to procure such insurance and, in such event, any sum so paid by CLIENT shall immediately become due and payable to CLIENT by CONTRACTOR or CLIENT shall be entitled to deduct such sums from any moneys due or which may become due to CONTRACTOR in addition to any other remedies CLIENT may have under this CONTRACT.
- 10.6 CONTRACTOR shall notify CLIENT immediately upon receipt of any notice of claims, incidents, or demands or of any situation which may give rise to such claims or demands being made under the said policies. Written notice shall be given not later than two (2) days after the occurrence of any accident. However, for serious accidents (including but not limited to death or serious injuries) notice shall be given immediately and must be confirmed in writing.

**END OF ARTICLE**

## **ARTICLE 11 – LIABILITIES AND INDEMNITIES**

### **11.1(a) Personnel of CONTRACTOR**

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

### **11.1(b) Personnel of CLIENT**

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

### **11.2 Third Party**

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

### **11.3(a) CONTRACTOR's Equipment and Property**

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

### **11.3(b) CLIENT's Equipment and Property**

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

### **11.4 Pollution and Contamination**

Notwithstanding anything to the contrary contained herein, CONTRACTOR shall be responsible for and hold harmless and indemnify CLIENT against all claims, cost, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or potential pollution damage and the cost of cleanup or control which cause or allow discharge, spills or leaks from substances of CONTRACTOR under this CONTRACT.

- 11.6 N/A
- 11.7 CONTRACTOR shall notify CLIENT immediately of any damage, loss or destruction of property used in connection with the WORKS and any injury or death of persons occurring in connection with the performance of the WORKS and to furnish to CLIENT adequate written reports pertaining to it.
- 11.8 CONTRACTOR shall protect, indemnify and hold CLIENT harmless from and against all liability for any pollution arising out of the WORKS performed hereunder and resulting from the negligent act or omission of CONTRACTOR and shall reimburse CLIENT for costs incurred or payment made by CLIENT to control or clean up the pollution or as compensation for payments made by CLIENT for damage suffered by others. CONTRACTOR undertakes that equipment or rubbish in any form originating from the WORKS will not be dumped overboard.
- 11.9 Except as otherwise provided in this **ARTICLE**, the indemnities given by the CONTRACTOR shall not be reduced by reasons of any negligence or omission of CLIENT Representative in failing to supervise or control the CONTRACTOR's site operations or methods of working or to detect or prevent or remedy defective WORKS or to ensure proper performance of any other obligations of the CONTRACTOR under this CONTRACT.
- 11.10 Except as expressly provided herein, CONTRACTOR shall be solely responsible for the costs of all loss or damage caused by the wilful misconduct, act, omission or negligence of CONTRACTOR.
- 11.11 CONTRACTOR shall notify CLIENT immediately of any incident, claims or litigation affecting the provisions of this **ARTICLE**.

**END OF ARTICLE**

**ARTICLE 12 – ACCEPTANCE OF WORKS**

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

**END OF ARTICLE**

## **ARTICLE 13 – WARRANTY**

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

**END OF ARTICLE**

**ARTICLE 14 – CONTRACTOR’S OBLIGATION**

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

against all weather elements that may be detrimental to the eventual performance of the equipment if no such protection is provided.

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

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

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

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

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

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

14.10 **CONTRACTOR'S Personnel**

- 14.10.1 CONTRACTOR shall provide the necessary personnel as specified in **EXHIBIT I – SPECIAL PROVISION AND SCOPE OF WORKS**, and shall make the personnel available for commencement of the WORKS. CONTRACTOR shall thereafter ensure that such personnel are continuously available throughout the duration of the CONTRACT.

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

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

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

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

14.10.3 **Discipline**

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

14.10.4 **Alcohol And Drug Use**

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

14.10.5 **Replacement of CONTRACTOR Personnel**

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

CONTRACTOR shall also take steps to ensure that in the event of a replacement, the replacement personnel shall be competent, skilled and familiar with the WORKS. Such steps shall include the training of the "would

be" new personnel to take-over the work at no additional cost to CLIENT and shall include an appropriate hand over period for the replacement personnel.

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

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

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

#### 14.10.6 **Language Requirement**

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

#### 14.10.7 **Personnel Policies**

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

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

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

- 14.11 At all times, CONTRACTOR shall respond promptly and shall accurately furnish to CLIENT information about the WORKS as requested.
- 14.12 In the execution of the WORKS, no persons other than the authorised employees or agents of the CONTRACTOR and the employees or agents of CLIENT, shall be allowed on the Work Site without the written consent of CLIENT.
- 14.13 Before commencing any hazardous work operations, CONTRACTOR shall inspect the Work Site and equipment involved to ensure that the WORKS will be performed under safe conditions acceptable to CLIENT. CONTRACTOR shall verify that "Work Permits" or "Certificates" are obtained prior to initiating any hazardous work.
- 14.14 CONTRACTOR shall at no cost to CLIENT be responsible for the medical welfare of its own and Sub-contractor's employees and shall take care of periodical medical

examinations, arrangements for medical attendance, treatment or hospitalisation if and when necessary and will arrange suitable insurance coverage for such contingencies. In cases of emergency, CLIENT may make or provide for, the necessary emergency arrangements, the costs of which shall be reimbursed to CLIENT by CONTRACTOR.

- 14.15 CONTRACTOR shall advise CLIENT immediately in writing of any labour dispute or anticipated labour dispute, which may be expected to affect the CONTRACTOR's performance of the WORKS.
- 14.16 CONTRACTOR shall promptly review the information, data, drawings and specifications provided by CLIENT and shall immediately bring to the attention of CLIENT all things which in CONTRACTOR's opinion appear to be deficiencies, omissions, contradictions or ambiguous in such information, data, drawings or specifications.
- 14.17 In addition to all legal and specific requirements stated herein, CONTRACTOR and CONTRACTOR's agents, employees, representatives and Sub-contractors who are engaged in the performance on the WORKS shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, fire protection and security regulations as set forth by CLIENT in its safety manuals, policies and special instructions.
- 14.18 CONTRACTOR shall ensure that all its employees, agents and Sub-contractors comply with CLIENT's rules, regulations, practices and requirements in the area of CLIENT's operations. This shall not relieve CONTRACTOR of its obligations as stipulated herein and in particular this **ARTICLE**.

**END OF ARTICLE**

**ARTICLE 15 – CLIENT'S OBLIGATION**

**15.1 Access To Work Site**

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

**15.2 Use of CONTRACTOR Equipment**

CLIENT shall not, without CONTRACTOR's specific consent, authorise any person other than CONTRACTOR Personnel to operate CONTRACTOR Equipment. However, if an emergency should arise, CLIENT may operate CONTRACTOR Equipment and shall notify CONTRACTOR of such use. CLIENT shall pay CONTRACTOR the equipment rental rate, if applicable as specified in **EXHIBIT III – CONTRACT PRICE**.

15.2 CLIENT shall provide document and information to support CONTRACTOR in performing the WORKS.

**END OF ARTICLE**

**ARTICLE 16 – ACTIONS ON BEHALF OF CLIENT**

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

**END OF ARTICLE**

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

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

**17.1 CLIENT Contract Administrator**

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

**17.2 CLIENT Representative(s)**

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

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

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

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

**END OF ARTICLE**

**ARTICLE 18 – CONTRACTOR’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE**

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

**18.1 CONTRACTOR Contract Administrator**

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

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

**18.2 CONTRACTOR Representative(s)**

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

**END OF ARTICLE**

**ARTICLE 19 – LIENS AND CLAIMS**

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

**END OF ARTICLE**

**ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT**

**20.1 LAWS AND REGULATIONS**

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

**20.2 SAFETY EQUIPMENT**

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

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

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

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

**20.3 SAFETY PROCEDURES AND MANUALS**

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

**20.4 CERTIFICATION OF PERSONNEL**

CONTRACTOR shall ensure that all machineries, equipment, and tools are operated by competent personnel who are fully trained and certified to carry out the task. The said

personnel shall be authorised in writing by CONTRACTOR's Management or certified by a reputable training establishment acceptable to CLIENT.

**20.5 RIGHT TO STOP WORKS**

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

**20.6 WEATHER/SEA CONDITION**

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

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

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

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

20.10 CONTRACTOR shall compile and maintain safety records, data pertaining to its WORKS with CLIENT. These records shall be updated and submitted to CLIENT Representative as and when required.

20.11 CONTRACTOR shall be wholly responsible for the safety and safe working practices of its employees, servants or agents, and all equipment, and shall be responsible for the training of its employees, servants or agents on safety and safe working practices. CONTRACTOR shall ensure that the personnel to be provided in the performance of

the WORKS are adequately trained in safety precautions and safe working practices before they are involved in the WORKS and that they are competent to undertake their required duties in a safe and efficient manner. CONTRACTOR shall be responsible for maintaining and enhancing manner. CONTRACTOR shall be responsible for maintaining and enhancing the safety awareness among its personnel and Sub-contractor's personnel, including arranging regular safety meetings and emergency drills, copies of minutes of CONTRACTOR safety meetings shall be submitted to CLIENT.

- 20.12 The employees, servants or agents of the CONTRACTOR when working offshore shall participate in periodic fire and boat drills, instructions in survival, lifesaving and fire fighting.
- 20.13 All personnel assigned to Work Site shall be provided with approved safety helmets, safety glasses, safety shoes and ear protections, by the CONTRACTOR. CONTRACTOR shall also provide to personnel assigned for special jobs with approved life lines, life jackets/life vests, breathing equipment, welding helmets, and all other protective equipment as necessitated by the scope of WORKS and good industrial safety practices.
- 20.14 CONTRACTOR shall allow CLIENT Representative and/or its designated third Party personnel access at any time to conduct audit on the CONTRACTOR Personnel, records and any other matters related to the safety aspect of the WORKS at the Work Site(s).

**END OF ARTICLE**

## **ARTICLE 21 – DEFAULT OF CONTRACTOR**

21.1 The occurrence of any of the following events shall be deemed a default by CONTRACTOR under this CONTRACT:-

- (a) Any attempted transfer or assignment or Sub-contract by CONTRACTOR of its right or duties under this CONTRACT without the prior written consent of CLIENT; or
- (b) The making by CONTRACTOR of an assignment for the benefits of creditors, the filing by or against CONTRACTOR of a petition in bankruptcy or for corporate reorganisation, or the appointment of a receiver or trustee for CONTRACTOR or the properties of CONTRACTOR; or
- (c) The failure of CONTRACTOR to satisfy within thirty (30) days of its entry any final judgement upon which execution is possible or the attachment of any general liens against the real or personal property of CONTRACTOR and the continued existence thereof for more than thirty (30) days; or
- (d) If the CONTRACTOR has in the opinion of CLIENT failed to comply with the CONTRACT or failed to perform the WORKS or part thereof or has failed to adhere to any of its duties and obligations; or
- (e) The refusal or the inability or other failure of the CONTRACTOR to perform any part of the CONTRACT in a safe, efficient, professional, workmanlike, skilful, professional and careful manner in accordance with good industry practices or with the required promptness or diligence; or
- (f) Fulfil its obligations relating to prevention of pollution and substantial pollution result therefrom.

21.2 CLIENT shall notify CONTRACTOR in writing of any default and require CONTRACTOR to immediately take appropriate correction action without however prejudicing any of CLIENT rights hereunder or in law or equity.

21.3 Notwithstanding the foregoing, in the event of default by CONTRACTOR, CLIENT shall, at CLIENT's sole discretion, enforce the Bank Guarantee and/or Performance Guarantee for completion of the WORKS.

**END OF ARTICLE**

**ARTICLE 22 – PROVISION FOR SUSPENSION OF WORKS**

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

**END OF ARTICLE**

## **ARTICLE 23 – PROVISION FOR TERMINATION OF CONTRACT**

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

### **23.2 Termination Without Cause**

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

### **23.3 Termination For Cause**

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

amount due to CONTRACTOR.

- (iii) If such difference is greater than the retained amount due to CONTRACTOR, CONTRACTOR shall pay to CLIENT such difference less the Retained Amount due to the CONTRACTOR. Notwithstanding, CLIENT may recover the amount due, including any costs involved from the Bank Guarantee.

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

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

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

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

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

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

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

23.8 CLIENT may direct CONTRACTOR to execute and delivery to CLIENT all documents related to the CONTRACT as required by CLIENT and to take all steps necessary to full vest in CLIENT the rights and benefits of CONTRACTOR under existing Sub-contracts or other obligations with Sub-contractors, suppliers and others. In addition, CONTRACTOR shall do whatever is necessary to preserve and protect the WORKS already in progress, to protect materials, drawings, documents, equipment and supplies in transit or at the Work Site and to minimise all costs to CLIENT and CONTRACTOR resulting from such suspension or termination.

23.9 Except as provided above, in the event of termination hereunder, the Parties shall each be released and discharged from any claims by one against the other in connection with the terminated WORKS. Neither CLIENT nor CONTRACTOR shall be liable to the other for loss of anticipated profits sustained on account of such termination.

23.10 If in the performance of this CONTRACT, CONTRACTOR causes the CONTRACT to be terminated, or in the event of default by CONTRACTOR, CLIENT shall have the option to thereafter enforce the Bank Guarantee and/or Performance Guarantee for completion of the WORKS.

**END OF ARTICLE**

**ARTICLE 24 – SUB-CONTRACTS AND ASSIGNMENT**

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

**END OF ARTICLE**

**ARTICLE 25 – ACCESS AND AUDIT RIGHTS**

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

**END OF ARTICLE**

## **ARTICLE 26 – CHANGES**

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

**END OF ARTICLE**

## **ARTICLE 27 – LIQUIDATED DAMAGES**

- 27.1 If CONTRACTOR fails to complete any portion of WORKS as per the Schedule of Work stipulated in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS**, then CLIENT shall apply liquidated damages in favour of CLIENT for such delay, in the absence of legal ground or justification, **at a rate one percent (1%) per day of delay up to eight percent (8%)** of the total estimated CONTRACT Price.
- 27.2 If CONTRACTOR fails to complete the WORKS on or before the scheduled completion date, CONTRACTOR shall be responsible for all costs related to such delay including weather downtime costs beyond the scheduled completion date in order to complete the WORKS.
- 27.3 The reason for such delay is other than:
- (i) Force Majeure; or
  - (ii) Any delay acceptable or reimbursable by the CLIENT to CONTRACTOR under the terms and conditions of this CONTRACT; or
  - (iii) The failure of the CLIENT to perform any of the CLIENT's obligations which directly or materially affect CONTRACTOR's performance schedule as acknowledged in writing by the CLIENT,
- 27.4 The amount due to CLIENT under this **ARTICLE** shall be fixed. Such amounts shall be deducted from payments otherwise due by CLIENT to CONTRACTOR as stated in **ARTICLE 7** entitled "**INVOICING AND PAYMENT**".
- 27.5 CONTRACTOR and CLIENT hereby agree that these amounts of liquidated damages are fair and reasonable because of the difficulty of ascertaining the exact amount of damages that CLIENT may sustain by reasons of such delay in completing the WORKS and shall be deemed to be in full and final settlement of any claims by CLIENT based on CONTRACTOR's delayed completion of WORKS as specified above.
- 27.6 Pursuant to **ARTICLE 4.2**, only CLIENT shall have the right to determine whether CONTRACTOR shall be subjected to "Liquidated Damages" upon assessing the severity and impact of CONTRACTOR failures to complete WORKS.
- 27.7 CLIENT shall have the right to deduct the liquidated damages amount from payments due to CONTRACTOR under this CONTRACT. The terms of this **ARTICLE 27.7** shall not be construed so as to prejudice, alter or limit CLIENT's other rights and remedies under this CONTRACT upon written notification by CLIENT to CONTRACTOR of its intent to withhold.

**END OF ARTICLE**

## **ARTICLE 28 – FORCE MAJEURE**

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

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

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

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

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

**END OF ARTICLE**

**ARTICLE 29 – CONFLICT OF INTEREST**

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

**END OF ARTICLE**

**ARTICLE 30 – WAIVERS**

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

**END OF ARTICLE**

## **ARTICLE 31 – CONFIDENTIALITY**

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

**END OF ARTICLE**

## **ARTICLE 32 – ARBITRATION**

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

**END OF ARTICLE**

**ARTICLE 33 – COMPLIANCE WITH LAW**

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

**END OF ARTICLE**

**ARTICLE 34 – GOVERNING LAW AND LANGUAGE**

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

**END OF ARTICLE**

## **ARTICLE 35 – PATENTS AND OTHER PROPRIETARY RIGHTS**

### **35.1 COPYRIGHT**

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

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

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

### **35.2 PATENTS**

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

### **35.3 TECHNICAL INFORMATION**

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

**END OF ARTICLE**

**ARTICLE 36 – ENTIRE AGREEMENT**

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

**END OF ARTICLE**

**ARTICLE 37 – NON-EXCLUSIVE AGREEMENT**

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

**END OF ARTICLE**

**ARTICLE 38 – INDEPENDENT CONTRACTOR**

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

**END OF ARTICLE**

**ARTICLE 39 – SURVIVAL OF OBLIGATIONS**

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

**END OF ARTICLE**

**ARTICLE 40 – LIMITATION OF LIABILITY**

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

**END OF ARTICLE**

**ARTICLE 41 – NOTICES**

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

**CLIENT:**

**NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH -  
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**

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

ATTN : Director

Cc :

**CONTRACTOR:**

NAME : *To be specified by CONTRACTOR*

ADDRESS : “

TELEFAX : “

TELEPHONE : “

ATTENTION

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

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

- If delivered by hand - At time of delivery to either Party
- If sent by fax - At time of transmission
- If sent by registered mail - At time of receipt or recorded delivery.

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

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

**END OF ARTICLE**

**ARTICLE 42 - TITLE**

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

**END OF ARTICLE**

**ARTICLE 43 - SEVERABILITY**

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

**END OF ARTICLE**

**SIGNATORIES**

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

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

**CLIENT**

**For and on behalf of  
NAM CON SON PETROLEUM  
EXPLORATION PRODUCTION  
BRANCH - PETROVIETNAM  
EXPLORATION PRODUCTION  
CORPORATION LIMITED**

**CONTRACTOR**

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

\_\_\_\_\_  
Name :

Designation :

\_\_\_\_\_  
Name :

Designation :