



Ngo Tu Trong
Procurement Officer

PHU MY 3 BOT POWER COMPANY LTD
Socialist Republic of Vietnam
Villa Tulip 27,
36 Thao Dien, An Phu, District 2
Ho Chi Minh City
Vietnam

SON VU Technical Service Co.,Ltd
Group 2, Van Hanh, Phu My Town, Tan Thanh District
Ba Ria Vung Tau Province
Vietnam
Tel: +84 64 2215987 Fax: +84 64 3895593
FAO: Mr. Truong Dang Hiep - Director

Switchboard: (84-8) 37442101
Central Fax: (84-8) 37445333

	VIETNAM CONTRACT NUMBER PM/11-0285	27 th Sept 2011
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SOCIALIST REPUBLIC OF VIETNAM
PROVISION OF PAINTING SERVICE(S) FOR PM3's 4 WATER TANKS

THIS AGREEMENT is made on 27th Sept 2011

BETWEEN

Phu My 3 BOT Power Company Ltd., whose office is situated at Villa Tulip 27, An Phu Compound, 36 Thao Dien Street, District 2, Ho Chi Minh City, Socialist Republic of Vietnam (hereinafter referred to as "PM3") of the one part.

AND

SON VU Technical Service Company Ltd., whose office is situated at Group 2, Van Hanh, Phu My Town, Tan Thanh District, Ba Ria Vung Tau province, Vietnam hereinafter referred to as "the Contractor" of the other part

NOW THEREFORE

PM3 engages the Contractor to provide the Painting Service(s) for Phu My 3 BOT Power Company Ltd (PM3) all in accordance with the following terms and conditions

1. PREVIOUS COMMUNICATIONS

This Contract supersedes all previous communications whether oral or written, between the parties in relation to the Service(s) to be provided hereunder.

2. DOCUMENTS

This Contract shall comprise the following documents:

- 2.1 Section 1: This Contract Agreement
- 2.2 Section 2: PM3 General Terms and Conditions
- 2.3 Section 3: Service Requirements
- 2.4 Section 4: Contractor's Personnel
- 2.5 Section 5: Contractor's Insurance
- 2.6 Section 6: Contractor's Equipment
- 2.7 Section 7: Health, Safety and Environment
- 2.8 Section 7: Appendix 1: Fall Protection
- 2.9 Section 7: Appendix 2: Foundation Rules of Safety

PROVISION OF PAINTING SERVICE(S) FOR PM3's 4 WATER TANKS
VIETNAM-CONTRACT NUMBER PM/11-0285
SECTION 1 - CONTRACT AGREEMENT
PAGE 2 OF 5

The above documents shall be considered mutually explanatory but in case of conflict between them they shall be considered in order of precedence set forth above.

3. DEFINITIONS

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Section 2 – PM3 General Terms & Conditions of Contract.

4. SCOPE OF SERVICE(S)

The Scope of Service(s) shall include but not be limited to the provision of Painting Service(s) of 4 Water Tanks for Phu My 3 Power Plant, located at Phu My 1 Industrial Park, Tan Thanh District, Ba Ria Vung Tau.

The scope of service shall be warranted within 12 months from the service completion date.

Refer to the **Section 3 – Service Requirements** - attached hereto for more details

5. PM3'S REPRESENTATIVE

5.1 The PM3's Representative of this Contract shall be:

Mr. NGUYEN QUOC KHANH – SCM Team Leader

Phu My 3 BOT Power Company Ltd.

Villa Tulip 27, An Phu Compound,

36 Thao Dien, District 2

Ho Chi Minh City, Vietnam

Tel: 84 8 37442101

Fax: 84 8 37445333

VAT code: 3500430655

5.2 The PM3's daily Operation Contact shall be:

Mr. Nguyen Van Dong – Mechanical Maintenance Team Leader

Phu My 3 Power Plant

Phu My 1 Industrial Park, Tan Thanh District

Ba Ria – Vung Tau

Tel: 84 64 3921333

Fax: 84 64 3921313

Mobile phone: 0903 321 464

6. THE CONTRACTOR'S REPRESENTATIVE

6.1 The Contractor's Representatives shall be:

Mr. TRUONG DANG HIEP - Director

Son Vu Technical Service Company Ltd.

Group 2, Van Hanh, Phu My Town, Tan Thanh District

Ba Ria - Vung Tau Province - Vietnam

Tel: +84 64 2215987

Fax: +84 64 3895593

6.2 The Contractor's daily Operation Contact shall be:

Mr. Le Van Phuc – Deputy Technical Manager

Mob: 0989 108176

7. SERVICE COMMENCEMENT AND DURATION

PROVISION OF PAINTING SERVICE(S) FOR PM3's 4 WATER TANKS
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Notwithstanding the signing date hereof, the Service shall be carried out from **5th Oct 2011** and completed within 45 days. Any delay due to un-expected cases or requested by each party must be notified in a written form and approved by both parties.

8. TERMINATION

PM3 reserves the right to terminate the Service Contract at any time by giving Contractor a written notification specifying the date of termination. On the date of such termination Contractor shall discontinue performance of the Services and shall wholly comply with PM3's instructions regarding such termination. PM3 shall pay Contractor respect of Services satisfactorily performed up to the date of termination and other reasonable associated direct costs incurred by Contractor in complying with PM3's instructions, in accordance with the terms of the Service Contract. In no event shall Contractor be entitled to any prospective profits or any damages because of such termination

9. REMUNERATION

Based on the satisfactory of the Contractor's service(s) as per requested by PM3's Representative, Contractor shall be paid at the lump sum amount of

Vietnam Dong only). The total cost is inclusive of Manpower, Materials, Consumable, Transportation, Insurances but exclusive of 10% VAT.

Any value that exceeds the Total service value shall be notified in written form and agreed by the both parties otherwise the Contractor's invoice for the exceeding value shall be rejected.

10. CONFIDENTIALITY

The Contractor's personnel are in connection with the Service for PM3 and shall during the Service Contracted period treat as confidential all information to which he/she in the course of the performance of his/her duties under the working time may have access from the PM3 or any of its subsidiaries, associates, or partners or their Clients and shall not disclose the same to any other party and shall not use the same other than when necessary in connection with the Services.

Prior written permission must be obtained before confidential correspondence or documents (including photocopies thereof) may be removed from any Company premises.

The Contractor's personnel must understands and agree that PM3 shall have title to all technical information (including documents, drawings, computer programs and electronically stored data) developed or coming into existence as a result of his/her performance of his/her duties under the Service.

All copyrights, design rights, patents (including patent applications) and other proprietary rights developed or arising out of the performance by the undersigned of his/her duties under the Services shall be vested in PM3.

11. LIABILITIES

11.1 The Contractor's liabilities

The Contractor must to ensure that all of its personnel are in healthy condition for the required job, a random check by PM3's doctor or authorized persons can be done at any time without pre-information to the Contractor's personnel.

The Contractor must submit all the copied certificates of its personnel to PM3 for filing record.

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The Contractor must, at its own cost, provide its personnel with all adequate PPE (personnel protective equipment) suitable for the working conditions. For duty at the PM3's worksites, such PPE shall be in accordance with the PM3's requirements and be in good condition.

The Contractor shall ensure that all equipment, machineries, tools mobilized to PM3 must be in safety condition and completed with testing/calibration certificates. PM3's Operation Representative has the right to check those certificates at anytime.

For any reason that the non-compliance of the above liabilities (personnel's health condition, inappropriate PPE for working conditions and unsafe tools/equipment), the Contractor's personnel and/or Contractor's equipment/tools shall be removed from the working site and replaced by another qualified staff/equipment/tools at the Contractor's own costs. If the non-compliance results in the delay of the working schedule, **a penalty shall be applied on case by case basis, subject to a limit of 10% (ten percent) of the Service Contract's value**, and shall constitute the PM3's sole remedy for the delay.

The Contractor must be responsible for its personnel and equipment insurance and compensation when incident/accident occurred.

11.2 PM3's liabilities

PM3 shall provide all working facilities to the Contractor such as documentation, drawings, workshop, entrances, canteen and toilets.

PM3 shall be responsible for supervising the progress of the service and discuss directly with the Contractor's supervisor on daily basis.

PM3 shall provide the site safety induction to the Contractor's personnel upon the commencement date.

PM3 is responsible for **scaffolding**, electricity and other necessary facilities.

12. INSURANCE

The Contractor must buy the accident/incident insurance for its personnel and equipment at its own costs for the provided Service. A copy of insurance certificates is requested upon the commencement.

13. SAFETY

The Contractor's personnel is requested to comply with PM3 Health – Safety and Environment regulations and shall be conducted the Site safety regulations by PM3's HSE advisor prior to commencing the Work.

Drugs and alcohols are strictly forbidden in PM3 power plant, if the Contractor's personnel are using any kind of medical, they have to report to PM3 medic and fill out in the Medical Declaration Form. For any reasons that the Contractor's personnel are found to use drugs and alcoholic products at PM3, they shall be removed from the working site and replaced by another qualified staff from the Contractor, all the travelling fees for personnel mobilisation and demobilisation, penalties on delay of working schedule shall be at the Contractor's account

14. INVOICE & PAYMENT

14.1 Invoices

The Contractor shall submit the VAT Invoice to the following address:

Phu My 3 BOT Power Company Limited (Công Ty Điện Lực TNHH BOT Phú Mỹ 3)
Villa Tulip 27, An Phu Compound (Biệt Thự Tulip 27, Khu Biệt Thự An Phú)
36 Thao Dien Street, District 2 (36 Thảo Điền, Q. 2)

PROVISION OF PAINTING SERVICE(S) FOR PM3's 4 WATER TANKS
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Ho Chi Minh City, Vietnam
Attn: Ms. Do Ngoc Anh – Contract Accountant.

to whom all queries regarding payment etc. should be made.

All invoices of the Contractor should be attached with the Service Completion Report which is checked and verified by PM3's daily Contract Operation Representative.

In accordance with the Vietnamese accounting laws, all the descriptions of the Service(s) on the invoice shall be written in Vietnamese, otherwise the invoice will be rejected for payment

It is essential that the Invoice and all other correspondence bear the PM3's Contract Number **PM/11-0285**. Failure to do so will result in the Invoice being returned and consequent delay in settlement.

15.2 Payment

Payment against approved invoices shall be made to the Contractor's bank account indicated on the invoice. The payment will be made in accordance with the time of receipt of such invoices as follows:

- Invoice received from 1st – 10th of the month: payment will be made within the 23rd – 25th of that month.
- Invoice received from 11th – 20th of the month: payment will be made within the 3rd – 5th of the following month.
- Invoice received from 21st - 30th of the month: payment will be made within the 13th - 15th of the following month.

Payment by PM3 of the Contractor's invoices shall be without prejudice to PM3's rights subsequently to challenge the correctness thereof.

Payment by PM3 of any account submitted by the Contractor shall not discharge or release the Contractor from any of its obligations under the Service Contract or be deemed approval or acceptance of work covered by such account

16. ACKNOWLEDGMENT

Please confirm acceptance of the terms of this Contract by signing, stamping and returning the duplicate hereof to the above address.

For **PHU MY 3 BOT POWER CO., LTD.**



Mr. NGUYEN QUOC KHANH
SCM Team Leader

For **SON VU TECHNICAL SERVICE CO.,LTD**



Mr. TRUONG DANG HIEP
Director



SCOPE OF WORK

Additional works at water tanks area

Type of Service	Lump Sum	Y	Manpower rate	N	On-load	Y
	MO outage	N	MI outage	N	Other	N

1. BACKGROUND OF CONTRACTOR: The selected contractor must be able to:

Y	Demonstrate current and relative certificates for this job
Y	Have done the similar job before
N	Request specialist skills (Please specify)

2. SCOPE OF WORK

2.1 Work Description

1. To provide the method to clean and repaint the water tanks, as detail below
 - To clean the metal structure, pipes, hand rail and any rusty parts of the area
 - To repaint them follow painting procedure submitted by the contractor
2. To repair any damage found during the work activity
3. detail as the Attachment

Witness point (must be signed off by PM3 supervisor)	- Cleaning - Primer layer - Topcoat
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Acceptance Criteria/ Sign off

Communication Chart: *Mr. Huy will be responsible for this contract.*

Working schedule: *Will submitted by the selected contractor*

Working time: *Monday – 8:00 –
Friday 17:00*

HSE requirement *PM3 safety foundation rules.*

Pre inspect performance test *(Yes/No) - No*

House keeping: *House keeping is requested*

2.2. Responsibility

PM3: Phu My 3 , Cont: Contractor

General Items;

Work performed check lists	Cont	All related tools & equipments	Cont
Man-power list (with general safety training)	Cont	Special tools	Cont
Utilities (Electric Power, Water, Air etc)	PM3	Necessary Spare part	Cont
Consumables	Cont		

QA/QC Items;

QA/QC plan or procedure	Cont	Work procedure (Method statement)	Cont
Inspection Check Sheet	Cont	Electrician/ C&I (Training record or certificate)	X
Welding certificate (Welder)	X	Calibration Record for measuring devices	X
Drawings / Technical Information	PM3		

HSE Items;

Risk Assessment	Cont	HSE Officer	Cont
Manpower insurance	Cont	Confined space documentation	X
Lifting plan	Cont	Lifting certificate (operator)	Cont
Lifting tools with certification	PM3	Safety document for the compressor units	X
Safety gears (PPE, Safety Harness, Face shield, etc)	Cont	Drink / Water / Toilets	PM3

3. EXECUTION

3.1 Schedule control



**PROVISION OF PAINTING SERVICE(S) FOR PM3's 4
WATER TANKS**

Contract No. PM/11-0285

(Attachment)

Section 3 – Scope of Work



SCOPE OF WORK

Repainting of the water tanks KKS: 10GAD11/12BB001 and 10GHC01/02BB001

Type of Service	Lump Sum	Y	Manpower rate	N	On-load	Y
	MO outage	N	MI outage	N	Other	N

1. BACKGROUND OF CONTRACTOR: The selected contractor must be able to:

Y	Demonstrate current and relative certificates for this job
Y	Have done the similar job before
N	Request specialist skills (Please specify)

2. SCOPE OF WORK

2.1 Work Description

1. To provide the method to clean and repaint the water tanks, as detail below
 - To clean the tanks surfaces, hand rail and any rusty parts of the tanks
 - To follow the painting procedure submitted by the contractor
2. To repair any damage found during the work activity
3. detail as the Attachment

Witness point (must be signed off by PM3 supervisor)	<ul style="list-style-type: none"> - Cleaning the tank - Primer layer - Topcoat
--	--

Acceptance Criteria/ Sign off

Communication Chart: *Mr. Huy will be responsible for this contract.*

Working schedule: *Will submitted by the selected contractor*

Working time:	<i>Monday – Friday</i>	<i>8:00 – 17:00</i>	
---------------	----------------------------	-------------------------	--

HSE requirement: *PM3 safety foundation rules.*

Pre inspect performance test: *(Yes/No) - No*

House keeping: *House keeping is requested*

2.2. Responsibility

PM3: Phu My 3 , Cont:Contractor

General Items;

Work performed check lists	Cont	All related tools & equipments	Cont
Man-power list (with general safety training)	Cont	Special tools	Cont
Utilities (Electric Power, Water, Air etc)	PM3	Necessary Spare part	Cont
Consumables	Cont		

QA/QC Items;

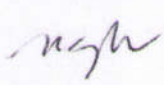
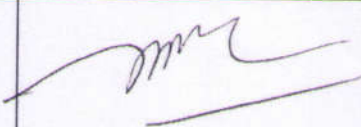
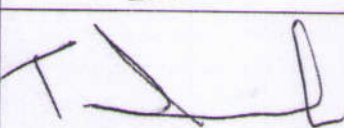
QA/QC plan or procedure	Cont	Work procedure (Method statement)	Cont
Inspection Check Sheet	Cont	Electrician/ C&I (Training record or certificate)	X
Welding certificate (Welder)	X	Calibration Record for measuring devices	X
Drawings / Technical Information	PM3		

HSE Items;

Risk Assessment	Cont	HSE Officer	Cont
Manpower insurance	Cont	Confined space documentation	X
Lifting plan	Cont	Lifting certificate (operator)	Cont
Lifting tools with certification	PM3	Safety document for the compressor units	X
Safety gears (PPE, Safety Harness, Face shield, etc)	Cont	Drink / Water / Toilets	PM3

3. EXECUTION

3.1 Schedule control
Work progress will be confirmed in the daily meeting.
3.2 Job quality control
PM3 staffs will supervise all contractors' job and witness at the check points.
3.3 Prompt Report
All findings and measurements will be reported daily base.
4. COMMISSIONING
4.1 No Load Test (Yes/No) -
4.2 Load Test (Yes/No) -
5. PERFORMANCE TEST: (YES/NO) -
6. REPORT:
<ul style="list-style-type: none"> The selected contractor is requested to provide the work done report, thickness testing report Random check before acceptance of the painting thickness will be asked by the PM3 supervisor The report forms must be approved and submitted by the contractor in advance.
7. ATTACHMENTS
1 Detail Work Description
2 Water tanks drawings will be provided if need
3
4
5
6

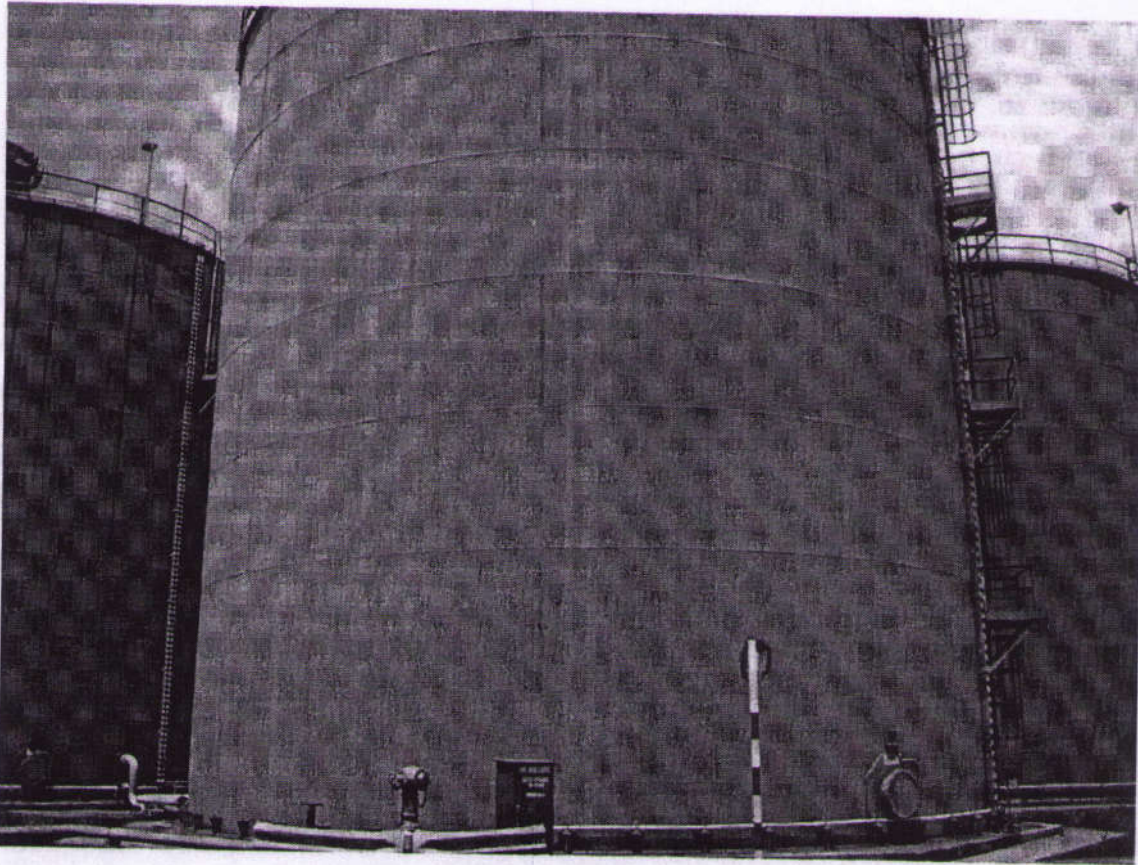
	Full Name	Title	Signature	Date
Prepared by	Nguyen Xuan Huy	Snr Mech. Maint. Tech.		18 May 2011
Checked by	Nguyen Van Dong	Mech. Maint. TL		18 May 2011
Approved by	Iwasaki Tomoharu	Maintenance Manager		20 May 2011

SCOPE OF WORK

REPAINTING THE WATER TANKS

1. Introduction

- a. This Scope of work is made to request for out sourcing of the repainting for the 04 water tanks of Phu My 3 Power Plant.
- b. The 04 water tanks were fabricated and erected on 2002 and have operated since 2004 to now. This is the first time required to repaint outside of the tanks.
- c. The contractor will make a proposal and working method statement by themselves and submit to Phu My 3 for technical and price evaluate.
- d. The contractor shall be requested to remove the top coating layer of current paint, clean, dry and repaint the top coating layer.
- e. The contractor shall be requested to choose the relevant international standard for painting preparation and painting method.
- f. This request is lump sum service; the contractor shall take responsible for all things involved to the scope like tools, equipments, scaffolding or cherry picker or safety cage, paint, consumable material and manpower.



2. Specification:

a. Tanks specification:

Tag number: 10GAD11/12BB001

Quantity: 02 tanks

Capacity: 3900 M³

Diameter: 17.5 M

Height: 18 M

Surface area (one tank): body 990M² and roof 250M²

Tag number: 10GHC01/02BB001

Quantity: 02 tanks

Capacity: 4700 M³

Diameter: 19 M

Height: 18.5 M

Surface area (one tank): body 1105M² and roof 295M²

b. Specific of painting requirement:

DFT(μ m)

- First coat for touch-up repair wherever is corroded: thickness 150 μ m
- Topcoat: thickness 100 μ m

Color

- Touch-up paint to repair: red
- Top coat: Platina green
- Touch-up paint: Grey
- Tanks label Letter: White

c. Paint type:

- Intermediate coat: Amercoat 385 or equivalent.
- Top coat: Amercoat 450HS or equivalent.
- Touch up paint: Amercoat 68HS or equivalent.

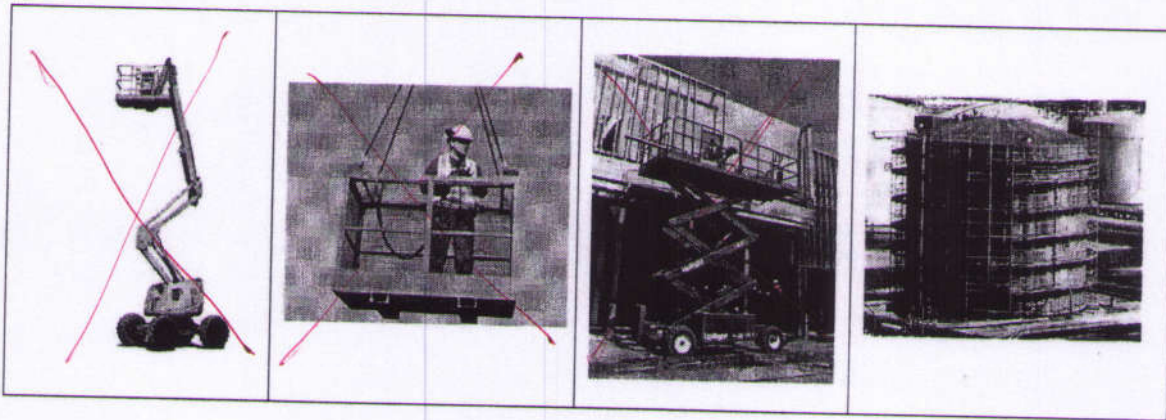
d. Other:

On the body of each tank, it will be requested to make a tank label description and tag number.

- Letter:
 - RAW Water Tank No.1
KKS:10GAD11BB001
 - RAW Water Tank No.2
KKS:10GAD12BB001
 - Demineralized Water Tank No.1
KKS: 10GHC01BB001
 - Demineralized Water Tank No.2
KKS: 10GHC02BB001
- Letter color: White
- Letter dimension: 200mm height
- Font : Arial – Bold
- Paint is applied on the tanks

3. Method Statement

- a. The contractor shall propose the method of working at height (scaffolding, scissor lift, cherry pickers or safety overhang c age).



- b. The contractor shall do investigation and evaluate the current painting condition and propose to Phu My 3 the method of cleaning and painting.
- c. Any damaged paint area or any steel material corrosive area; it must be removed and repaired before repainted.
- d. The contractor shall calculate the quantity of painting and any consumable and submit to Phu My 3.
- e. The contractor shall submit to Phu My 3 the list of tools and equipments for the service.
- f. Step of work shall be involved:
- i. Site investigation by the contractor
 - ii. Mobilize the tools, equipments, painting material, consumable, etc to Phu My 3 site at least 02 days in advance. Tools and equipments testing and documentation submission.
 - iii. Erect scaffolding if required. Or remove the tank top hand rail and install the safety cage tools.
 - iv. Cover the working place before starting cleaning work.
 - v. Repair any corrosive material area.
 - vi. Clean the top coating layer of painting, clean, dry and repaint the top coating layer.
 1. Repaint the tank top roof
 2. Repaint the tank body
 3. Repaint the vertical ladders and handrail.
 4. Repaint the tank's accessories. Rebuild the root of tank and tank foundation if any damage.
 5. Repaint the attach  pipes of the tank (until the 1st isolation valve of the pipe work).
 6. Repaint the step ladders inside the tanks area.
 - vii. Check the painting thickness by both methods "wet" and "dry" method.
 - viii. Remove all tools, equipments and house keeping.
- g. Time schedule:
- i. The work shall be started in July to August 2011.
 - ii. Total schedule shall be around 50days.
 - iii. Working days: from 8am to 5pm - Monday to Friday

4. Quality Assurance

- a. All hand tools and equipment shall be checked by competence person before sending to Phu My 3 site.
- b. The pressure tools, lifting tools shall be inspected by the 3rd party person and certification must be submitted before sending to Phu My 3.
- c. The electrical equipment shall be checked proper and record documentation must be submitted to Phu My 3.
- d. Measurement tools shall be calibrated and certificated.
- e. The contractor shall prepare the working check sheets and inspection check sheets.
- f. The contractor shall provide the certificate of painting workers and painting supervisors.

5. Safety

- a. Tool box talk must be done every starting the work. Properly explain to all workers the work procedure.
- b. All workers shall be checked and required to use completed PPE for the entire duration of the work.
- c. Tools and equipment shall regularly be maintained in good condition and shall be kept clean and in order during working time.
- d. Equipment shall be inspected before commencing the work.
- e. Only competence operator will be allowed to operate the equipment and must have a license.
- f. Signal man (rigger) shall be present during the task and must have a luminous vest and whistle.
- g. House keeping will be maintained throughout the whole work process.

6. Environmental

- a. Strictly implement the proper handling, collection/storage and disposal of oil/lubricants and other spare parts discarded from heavy equipment.
- b. All workers on site shall have an appropriate orientation on proper waste disposal to ensure cleanliness and sanitation of the working area.

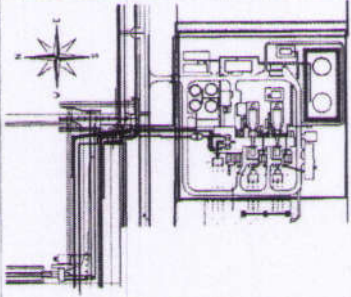
7. Appendixes



LEGEND

	A	750 x 100
	B	100 x 100
	C	100 x 100

AS BUILT



KEY PLAN
 MAIN CONTRACTOR
VIET THINH CONTRACTORS JI CO. LTD
 177-179, Le Thanh Kien Street, District 10, Ho Chi Minh City, Vietnam
 Tel: +84 8 821 8031 Fax: +84 8 821 8037

Dunning Thornton
 FUNCTIONAL CONSULTING & PROJECTS ENGINEERING
 100, Nguyen Dinh Chieu Street, District 10, Ho Chi Minh City, Vietnam
 Tel: +84 8 821 8031 Fax: +84 8 821 8037

Client: **Phu My 3 BOT Company Ltd**

Project Name: **PHU MY 3 COPP**

Scale: **1:500**

Sheet No: **10**

Revision: **1**

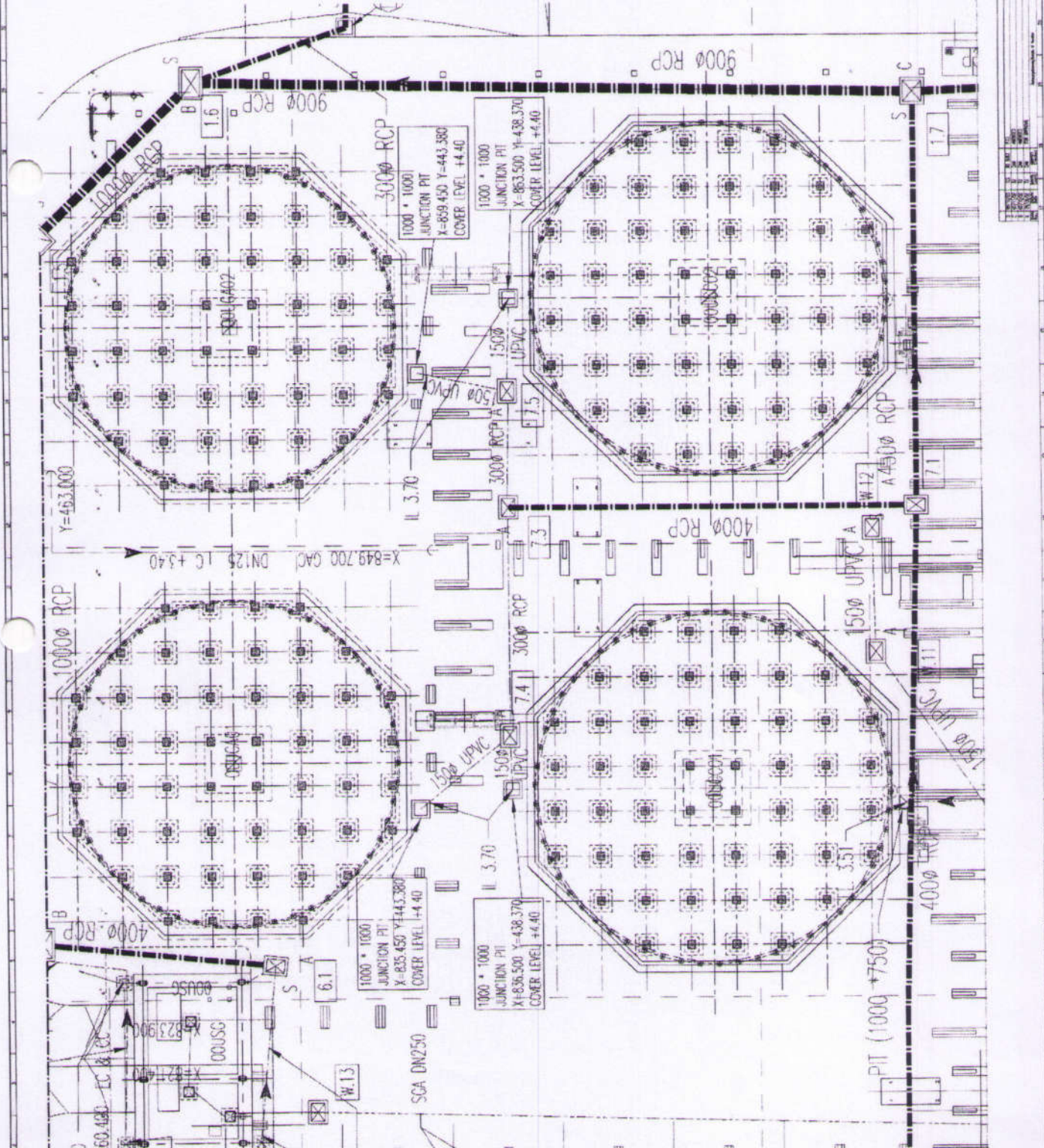
Date: **10/01/2017**

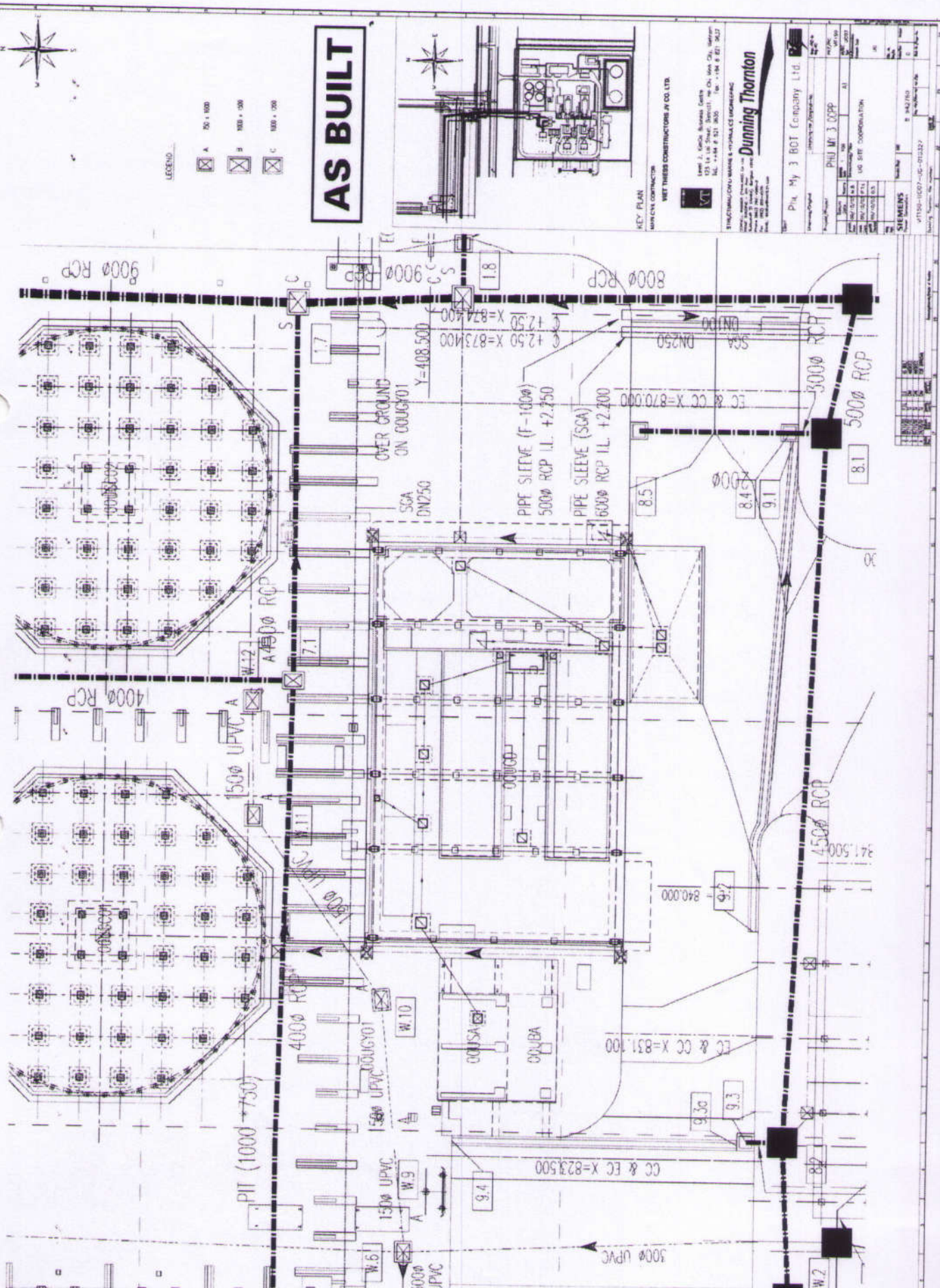
Author: **B. N. K. P. T.**

Check: **B. N. K. P. T.**

Approved: **B. N. K. P. T.**

SIEMENS
 W120-1607-LC-0102B

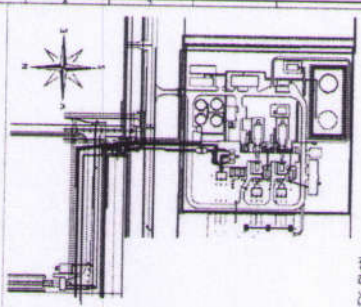




LEGEND

☒	A	50 x 100
☒	B	100 x 100
☒	C	100 x 200

AS BUILT



KEY PLAN
 MAIN CONTRACTOR
 WET THRESH CONSTRUCTORS P CO LTD

125 St. George Street, Toronto, ON M5H 2K2, Canada
 TEL: (416) 593-3300 FAX: (416) 593-3327

STRUCTURAL CIVIL WORKS & HYDRAULICS ENGINEERING

Dunning Thornton

Proj. No. My 3 RCT Company Ltd.

Drawn by	PHU M 3 OPP
Checked by	
Date	21
Scale	AS SHOWN
Sheet No.	10 SITE COORDINATION
Project No.	

SIEMENS
 W150-1007-00-012327



Ngo Tu Trong
Procurement Officer

Phu My 3 BOT Power Company Ltd.
Socialist Republic of Vietnam
Villa Tulip 27 - An Phu Compound
36 Thao Dien Street, District 2
Ho Chi Minh City
Tel: 84 8 37442101
Fax: 84 8 37445333

SON VU Technical Service Co.,Ltd
Group 2, Van Hanh, Phu My Town, Tan Thanh
District
Ba Ria Vung Tau Province
Vietnam
Tel: +84 64 2215987 Fax: +84 64 3895593
FAO: Mr. Truong Dang Hiep - Director

	VIETNAM	17 th Feb 2012
	CONTRACT NUMBER PM/11-0285	
	Contract Amendment. 12-001 (PM3's PSR No.: PM/11-0285)	

SOCIALIST REPUBLIC OF VIETNAM
PROVISION OF PAINTING SERVICE(S) FOR PM3's 4 WATER TANKS

This Contract Amendment No. **12-001** is raised based on the **Contract No. PM/11-0285** dated 27th Sept 2011, to engage the Contractor to provide the **Painting Services for PM3's 4 Water Tanks** in accordance with the following addition of terms and conditions.

1. ADDITIONAL WORK REQUIREMENT

Son va cai cau thang, va ong nien noi voi 4 bon nua - theo phat sil ket quai 12.001
The Scope of Service(s) shall include but not be limited to the provision of Painting Services for steel structures and water pipes connected to 4 Water Tanks at Phu My 3 Power Plant, located at Phu My 1 Industrial Park, Tan Thanh District, Ba Ria Vung Tau

Refer to the PM3's Scope of Works attached hereof for more details.

2. ADDITIONAL SERVICE VALUE

Based on the satisfactory of the Contractor's service(s) as per requested by PM3's Representative, Contractor shall be paid at the lump sum amount of **VND [REDACTED]** (VND). The total cost is inclusive of Manpower, Materials, Transportation, Insurances and other but exclusive of 10% VAT.

Any value that exceeds the Total service value shall be notified in written form and agreed by the both parties otherwise the Contractor's invoice for the exceeding value shall be rejected.

PROVISION OF PAINTING SERVICES FOR PM3's 4 WATER TANKS
VIETNAM-CONTRACT NUMBER PM/11-0285

Contract Amendment: 12-001

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3. INVOICE

The Contractor shall submit the VAT Invoice to the following address:

Công ty Điện lực TNHH BOT Phú Mỹ 3
Biệt thự Tulip 27 – Khu biệt thự cao cấp An Phú
36 Thảo Điền - Quận 2
Tp. Hồ Chí Minh, Việt Nam
Attn: Ms. Đỗ Ngọc Anh – Kế toán thanh toán.

to whom all queries regarding payment etc. should be made.

It is essential that the Invoice and all other correspondence bear the **PM3 Service Contract number PM/11-0285, Amendment No. 12-001**. Failure to do so will result in the Invoice being returned and consequent delay in settlement.

In accordance with the Vietnamese accounting laws, all the address and descriptions of the Service(s) on the invoice shall be written in Vietnamese, otherwise the invoice will be rejected for payment.

4. OTHER TERMS AND CONDITIONS

All other terms and conditions of the mentioned **Contract Number PM/11-0285** remain unchanged.

5. ACKNOWLEDGEMENT

Kindly confirm acceptance of the terms of this Contract Amendment by signing and returning the attached duplicate.

For PHU MY 3 BOT POWER COMPANY LIMITED



Approved by: **NGUYEN QUOC KHANH**
Job Title: **SCM Team Leader**
Date: 17th Feb 2012

We confirm our acceptance of this Contract Amendment

For SON VU TECHNICAL SERVICES CO., LTD



Signature _____

Print (Name) Trương Đăng Hiệp

Position Director

Date 20 Feb 2012