

Supply of Canflex Crane Test Water Bags for DaiHung Oil Field

No.	Descriptions	Model/Part Number	Manufacture	Unit	Q'ty
I	Canflex Crane Test Water Bags				
1	CRANE TEST WATER BAG 40 TON COMPLET SET. C/W ALL STANDARD ACCESSORIES AS SHOWN ON TECHNICAL SPECIFICATIONS.	CT-CPS-40 (TONNE)	CANFLEX (USA)	set	1

Technical Requirements:

1. Supply:

- Certificate of Origin issued by the Chamber of Commerce of Manufacturer's Country or Exporter's Country: Original ;
- Certificate of Quality/Conformance (CQ/COC) issued by Manufacturer: Original ;

2. Manufacturer: As required ;

3. Brand new 100% unused ;

4. Guarantee: 12 months from the date of signing the receipt protocol ;

5. Delivery time: 10 weeks from the date of signing contract ;

Note:

Major: Acceptable or not acceptable.

- Acceptable of Tech. Requirement if all items are acceptable.
- Not Acceptable of Tech. Requirement if any item is not acceptable.

**BID SUBMISSION FORMAT FOR
SUPPLY OF CANFLEX CRANE TEST WATER BAGS FOR DAIHUNG OIL FIELD
RFQ No.: PVEPPOC-26-10041**

1. PROPOSAL FORMAT

- 1.1 BIDDER is to strictly adhere to the proposal format as set out below. **BIDDER must ensure that the "TECHICAL UNPRICED (TECHNICAL)" does not contain any pricing or cost.** *Failure to comply with these instructions may render BIDDER's proposal invalid.*
- 1.2 BIDDER is to submit the proposal in One (01) separate sealed package, with two (02) parts as follows:
- a) Technical Unpriced (Technical)
 - b) Priced (Commercial)
- 1.3 CONTENTS OF TECHNICAL UNPRICED (TECHNICAL)

Unpriced package shall include but not limited to the following:

SECTION	CONTENT
Section 1	<p>PROPOSAL LETTER</p> <p>The Proposal Letter shall be prepared and fully filled by BIDDER 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> <ul style="list-style-type: none"> a. In case of independent BIDDER: <ul style="list-style-type: none"> Power of Attorney signed by the Representative at law of BIDDER authorizing the authorized person to sign the Proposal Letter; 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: <ul style="list-style-type: none"> 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.
Section 2	<p>BIDDER'S ELIGIBILITY, EXPERIENCES & CAPACITY</p> <p>BIDDER shall provide the following documents proving BIDDER's eligibility, experiences, and capacity:</p> <ul style="list-style-type: none"> (i) BIDDER's Organization

SECTION	CONTENT
	(ii) BIDDER's Experience; (ii) Company Profile; BID BOND (Not applicable for this RFQ).
Section 3	TECHNICAL PROPOSAL BIDDER shall provide the following documents to prove the suitability (compliance) of WORKS/SERVICES: 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 Request for Quotation; 2. BIDDER is to submit the information as – EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES TO BE PROVIDED BY CONTRACTOR (if any); 3. Curriculum Vitae (CV) of Proposed Manpower as set out in BIDDING FORMS (not applicable);
Section 4	BIDDER'S UNPRICED EXCEPTIONS AND ALTERNATIVES 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 RFQ" or b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES." c. BIDDER shall present a complete and detailed listing of non-compliance to the RFQ 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.

1.4 CONTENTS OF PRICED (COMMERCIAL)

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

SECTION	CONTENT
Section 1	PROPOSAL LETTER As attached here-with.
Section 2	BIDDER is requested to submit the following with prices & schedule attached Request For Quotation No. PVEPPOC-26-10041.
Section 3	BIDDER'S PRICED EXCEPTIONS AND ALTERNATIVES. a. If BIDDER has no exception and alternative proposal,

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	<p>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 RFQ" 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." BIDDER shall present a complete and detailed listing of non-compliance to the RFQ 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>
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2. SUBMISSION OF PROPOSAL

2.1 Technical Unpriced (Technical) and Priced (Commercial) shall consist of:

- a) **One (1) original and one (1) copy** of each part wrapped separately and clearly marked with the word "TECHNICAL UNPRICED" or "COMMERCIAL PRICED" on the cover of the respective wrapping and All put together in one (1) big package with title in item 2.7.
- b) 01 native copy containing Technical Unpriced (Technical) and 01 native copy containing Priced (Commercial) with label having BIDDER name, Tender title and number (if any). The native copy shall be wrapped and sealed separately and marked with the word "UNPRICED PACKAGE" or "PRICED PACKAGE" on the covers of the packages. The soft Proposal documents shall be in native file format (Microsoft Word® and Microsoft Excel®) (if necessary).

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

2.2 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) RFQ number and the title.
- (b) BIDDER's name and return address.
- (c) "TECHNICAL UNPRICED PACKAGE" or "PRICED PACKAGE".
- (d) "PRIVATE AND CONFIDENTIAL"

2.3 **All communications and correspondence with regard to RFQ and clarification shall be made to the following address:**

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

15th Floor, Victory Tower
 12 Tan Trao Street, Tan My Ward
 Ho Chi Minh City, S.R Vietnam
 Tel: (84-28) 37762222 Fax : (84-28) 38721079
 Attention : **Planning & Procurement Manager**

All communications with regard to bid clarifications shall be made in writing and must

indicate the RFQ 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 respond to bid clarifications received later than the above mentioned time.

For any further information, please contact via the email: tranglt@pvpep.com.vn

**Submission of Quotation Proposal shall be made to the following address:
DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

15th Floor, Victory Tower , 12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam

Tel: (84-28) 37762222

Fax : (84-28) 38721079

Attention : **Planning & Procurement Manager**

- 2.4 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 (if applicable).
- 2.5 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/E-mail address shall not be an excuse for late delivery.
- 2.6 BIDDER must ensure that the proposal is delivered to the address given in Item 2.3 above no later than the **bid closing date specified on the website "muasamcong.mpi.gov.vn" for this RFQ, LATE BIDS WILL NOT BE ENTERTAINED.**
- 2.7 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"

**SUPPLY OF CANFLEX CRANE TEST WATER BAGS FOR DAIHUNG OIL FIELD
RFQ No.: PVEPPOC-26-10041**

- 2.8 Bid Proposal as well as all correspondences and documents relating to the RFQ 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.
- 2.9 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.
- 2.10 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.

3. ACCEPTANCE

- 3.1 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.

3.2 CLIENT reserves the right to award the CONTRACT at its own discretion.

Award strategy: Single Award.

3.3 CLIENT shall not be deemed to have accepted all or any part of a proposal unless and until a written acceptance is issued.

3.4 Any award as a result of this RFQ 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.

3.5 Bidder with any contract performance failure record with PVEP-POC within 24 previous months from the date of issuance of this RFQ shall be excluded from the bidding of this RFQ.

4. PAYMENT

4.1 Payments shall be made in accordance to **Article headed as INVOICING AND PAYMENT** of Contract Form attached hereto.

4.2 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

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PROPOSAL LETTER FORM

Letterhead of BIDDER

Date:

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

Attn: Director

Subject: RFQ for the

 RFQ 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 GOODS and all necessary information as to risk contingencies and all circumstances influencing and affecting this Bid Document.

We offer to supply the GOODS 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.

Yours faithfully

Correspondence from CLIENT should be addressed to:

Signature :
Printed Name :
Position :
Company:
Date :

Address :
Attn :
Telephone :
Telex :
Fax:



LICENSE FOR SALE OF THE MANUFACTURER FORM
(if necessary, CLIENT may request such Letter.)

Date: _____

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

Dear Sir,

Basing on the request by _____ *[name of the BIDDER]* (hereinafter referred to as "BIDDER") who participates in bidding for RFQ No. *[number of the RFQ]*.....for the *[name of the Tender]*.....

We _____ *[name of the MANUFACTURER]*, incorporated on _____ *[specify the date of incorporation of the Manufacturer]*, are producing _____ *[list of GOODS to be supplied]* and have registered address at _____ *[address of the MANUFACTURER]*, hereby authorize BIDDER to use the products manufactured by us to offer in its RFQ.

We confirm that we will supply the all above GOODS to BIDDER for further supply to CLIENT and provide warranty for the GOODS under the Supply Contract signed between CLIENT and BIDDER.

Legal Representative of the MANUFACTURER

[Specify name, title, sign and seal]

Notes:

- (1) *Manufacturer's Authorization is applicable only for GOODS which are specific, sophisticated, if necessary, CLIENT may request such Letter.*



(i) BIDDER'S EXCEPTIONS TO CONTRACT FORM

ARTICLE NO.	EXACT NEW WORDING PROPOSED BY BIDDER	REASON (S) FOR EXCEPTION	EFFECT ON DELIVERY



PVEP POC'S GENERAL TERMS AND CONDITIONS FOR REQUEST FOR QUOTATION

ARTICLE 1 - PREAMBLE

- The PURCHASE ORDER is issued by **Domestic Petroleum Operating Branch – PetroVietnam Exploration Production Corporation Limited** to SUPPLIER for the supply of GOODS as specified herein and according to the Terms and Conditions of the PURCHASE ORDER.

ARTICLE 2 - DEFINITIONS

1. "AFFILIATES" means any CLIENT which controls, or is controlled by, or which is controlled by an entity, which controls, a Party. For the purposes of this definition, "control" means the ownership directly or indirectly of more than fifty (50%) percent of the voting rights in a CLIENT.
2. "GOODS" means materials or products or goods to be purchased or to be supplied as specified in the PURCHASE ORDER.
3. "CLIENT" means Domestic Petroleum Operating Branch – PetroVietnam Exploration Production Corporation Limited or any its divisions, AFFILIATES so named in the PURCHASE ORDER.
4. "PURCHASE ORDER" means the PURCHASE ORDER form this document and any other documents listed herein and shall constitute the entire agreement between the Parties and the appendices as may be amended by any special conditions referred to in the PURCHASE ORDER.
5. "SPECIFICATIONS" means the specifications of GOODS attached to the PURCHASE ORDER; the specifications also include the inspection method of GOODS and packing standards, the specifications shall constitute an integral part of the PURCHASE ORDER.
6. "SUPPLIER" means the person(s), firm, company or entities named in the PURCHASE ORDER to supply GOODS hereinafter defined and shall include the SUPPLIER's legal personal representatives, successors and assignees.
7. The trade terms herein used without limitation to FOB, CFR and CIF shall be construed or interpreted in accordance with Incoterms 2000, ICC unless otherwise agreed.

ARTICLE 3 - FORM OF PURCHASE ORDER

1. CLIENT shall not be liable for any orders or amendments other than those issued or confirmed on CLIENT's official printed PURCHASE ORDER and any amendment thereto.
2. CLIENT may make changes in the SPECIFICATIONS or drawings, including additions to or deletions from the quantities of GOODS originally ordered. If any such changes affect the amount due and/or the time of performance hereunder, an equitable adjustment shall be made as mutually agreed by SUPPLIER and CLIENT, to the amount due and/or the time of performance, as the case may be by the issuance of CLIENT's Change Order.
3. Authorized Change Order requests made after placement of PURCHASE ORDER shall be priced properly justified and immediately submitted to CLIENT for approval. CLIENT reserves the right to accept or reject any or all requests.

ARTICLE 4 - DELIVERY

1. Time is of the essence for the delivery of GOODS specified under the PURCHASE ORDER. SUPPLIER shall give written notice to CLIENT of any anticipated delay. In case of actual or anticipated delay, CLIENT may terminate the PURCHASE ORDER in manner as specified in the Article headed TERMINATION.
2. Unless otherwise provided herein, the delivery of GOODS shall be governed and/or construed in accordance with the provision of Incoterms 2000, ICC and any amendments thereto; all GOODS shall be appropriately packed or protected to withstand transit and short term storage packages are in accordance with their SPECIFICATIONS and instruction and to be clearly marked with the number of PURCHASE ORDER and a packing note is to be enclosed with the package.
3. SUPPLIER shall be responsible for and bear all risks and relevant costs and damages and/ or loss caused to CLIENT arising out of or relating to SUPPLIER's sending GOODS to the wrong destination.
4. SUPPLIER shall be responsible for any incremental installation cost and/ or transportation cost and/ or any other reasonable cost/ expenses resulting from late delivery.

ARTICLE 5 - ACCEPTANCE OF GOODS

1. CLIENT or its duly appointed representative shall have the right to inspect and if necessary to reject and to request for replacement of GOODS or parts thereof which do not comply with the PURCHASE ORDER.
2. In the case of GOODS or parts thereof delivered by SUPPLIER not in conformity with the PURCHASE ORDER, whether by reason of not being the quantity or not in the quantity or measurements stipulated or being unfit for the purpose for which they are required where such purpose has been made known to SUPPLIER, CLIENT shall have the right to reject or not to accept such GOODS, request SUPPLIER to repair or replace such GOODS; supply any shortfall in the event of shortfall in delivery and to purchase elsewhere. SUPPLIER shall bear all expenses incurred by either SUPPLIER or CLIENT as a result of the rejection, repair or replacement of GOODS or supply of shortfall in delivery including but not limited to cost of transportation and customs duties.
3. In case of partial delivery, any delay or failure shall be deemed a breach of the PURCHASE ORDER and CLIENT reserves the right to terminate the PURCHASE ORDER or refuse to accept GOODS respectively.
4. Where CLIENT or its appointed party makes an inspection of a representative sample of GOODS not in accordance with the SPECIFICATIONS in the respective sample, SUPPLIER shall bear the additional cost of inspecting the whole of GOODS supplied to ascertain their quality or quantity or measurement stipulated or being fit for the purpose of which they are required.

ARTICLE 6 - PAYMENT

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1. SUPPLIER shall submit its invoice after GOODS has been accepted by CLIENT. Unless otherwise stated in the PURCHASE ORDER, CLIENT shall subject to any dispute over the invoice make payment within forty five (45) days after receipt of SUPPLIER's undisputed invoice. If the forty fifth (45th) day falls on a Saturday or Sunday or a gazette S.R. Vietnam public holiday, the next working day shall be deemed to be the due date of payment.
2. 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.
3. In the event that CLIENT disputes any items on a particular invoice, CLIENT shall only be entitled to withhold from payment the actual amount in dispute. If CLIENT disputes any items on an invoice, CLIENT shall inform SUPPLIER of the disputed item within forty five (45) days of the receipt by CLIENT of that particular invoice.
4. CLIENT shall be entitled to withhold payment if any of SUPPLIER's invoices which do not include sufficient supporting documentation required by CLIENT.
5. SUPPLIER shall advise CLIENT on its account details and/or any changes to its account details if any by an at least 15 days in advance notice. Should SUPPLIER fail to give such notice in due time to CLIENT, SUPPLIER shall bear all risks associated with wrong/incorrect money transfer made by CLIENT.

ARTICLE 7 - TAXES AND DUTIES

1. SUPPLIER shall be responsible to pay all taxes, duties, assessments, royalties, fees or other charges levied by any government authorities of S.R. Vietnam or any other countries on account of or in relation to or in connection with the PURCHASE ORDER and SUPPLIER shall indemnify and hold CLIENT harmless from and against any liabilities arising out of due to failure of SUPPLIER to fulfill this obligation.
2. CLIENT shall have the right to deduct sums from monies due to SUPPLIER hereunder for the aforesaid payment as required by law. Such withholding shall relieve CLIENT of further obligation with respect to any amount withheld.

ARTICLE 8 - INSURANCE

1. SUPPLIER, at its own cost, shall insure GOODS supplied under this CONTRACT for each shipment in the currency stated in the CONTRACT covering All Risk Clause with a reputable insurance company in an amount of one hundred and twenty five percent (125%) of CIF value of GOODS.
2. Notwithstanding anything to the contrary herein, SUPPLIER shall bear the risks to GOODS until such GOODS is handed over to COMPANY in accordance with the Article headed ACCEPTANCE OF GOODS.
3. With respect to GOODS to which the ownership rights must, as provided for by law, be registered, SUPPLIER shall bear risks to such GOODS until the registration procedures are completed or until such GOODS is handed over to COMPANY in accordance with Article 6, whichever is later.

ARTICLE 9 - CONFIDENTIALITY

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

ARTICLE 10 - SUSPENSION

1. CLIENT shall have the right to suspend the PURCHASE ORDER for the following reasons: (i) Force Majeure as specified in the Article headed FORCE MAJEURE; (ii) in the event of any complete or partial stoppage of the relevant projects of CLIENT; (iii) failure on part of SUPPLIER to perform any obligation as per the PURCHASE ORDER. Such suspension shall remain in force until such time that the above reasons are no longer applicable or otherwise when waived in writing by CLIENT.

ARTICLE 11 - TERMINATION

1. CLIENT may terminate the PURCHASE ORDER at any time by giving written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall cease supply of GOODS and CLIENT shall pay SUPPLIER a fair price with proper supporting evidences for any GOODS delivered at the date when such notice is given. In case of such termination, SUPPLIER shall (i) use its best endeavors to effect the immediate cancellation of orders which it may have placed with others and discontinue all works of manufacturing GOODS, and (ii) upon CLIENT's request, deliver to CLIENT any or all the work, drawings, SPECIFICATIONS, data sheet and other matters that SUPPLIER may have prepared for GOODS and all materials, supplies and equipment paid for by CLIENT either directly or in directly, and CLIENT shall have the right to make use of same for such purposes as CLIENT may desire, and (iii) not be entitled to any prospective profits or incidental, indirect, consequential or other damages because of termination.
2. In the event the CLIENT terminates the CLIENT ORDER in whole or in part in any of the following cases: (i) SUPPLIER's failure to deliver GOODS by the time as specified in the Article headed DELIVERY, (ii) SUPPLIER's failure to replace and/ or make good the defective GOODS as specified in the Article headed ACCEPTANCE OF GOODS, SUPPLIER shall compensate CLIENT for all losses and/ or damages arising from such SUPPLIER's breach of PURCHASE ORDER and shall pay to CLIENT the agreed and liquidated damages as stipulated Article headed LIQUIDATED DAMAGES. Payment for all compensation and agreed and liquidated damages shall be made to CLIENT within 10 (ten) days upon the CLIENT's first written request.

ARTICLE 12 - WARRANTY

[Handwritten signatures]

1. Without prejudice to any other rights whether implied by statutes or otherwise which CLIENT may have, SUPPLIER warrants that GOODS supplied under the PURCHASE ORDER are new, unused, comply with the SPECIFICATIONS, free from defects in materials, free from defects in workmanship, be of merchantable quality, fit and suitable for the purpose and use for which they are intended for a period of eighteen (18) months from the date of delivery of GOODS or twelve (12) months after GOODS have been successfully commissioned whichever occurs first. The scope of warranty of SUPPLIER shall cover all expenses incurred in the repair, replacement, remedy, transportation of or refund any payment made for any GOODS which fail or are found to be defective during warranty period. Notwithstanding anything contrary under the PURCHASE ORDER, if the defects appear within the warranty period as described above, CLIENT shall notify SUPPLIER of the defects. At CLIENT's option, CLIENT may instruct SUPPLIER to repair or replace or remedy the defective GOODS at no charge to CLIENT. Without prejudice to CLIENT's rights herein and in law, should SUPPLIER fail to make good the defect or deficiency as required by CLIENT, CLIENT shall be entitled to have the defect or deficiency or part thereof, as the case may be, carried out by its own personnel or by other third party appointed by CLIENT and SUPPLIER shall reimburse CLIENT within thirty (30) days after invoicing for all such costs.
2. CLIENT's inspecting, testing, witnessing tests, paying invoices or issuing any final acceptance shall not relieve SUPPLIER from its warranty obligations set forth in this Article.

ARTICLE 13 - ENGINEERING CODES AND STANDARDS

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

ARTICLE 14 - MANUFACTURING CHANGES

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

ARTICLE 15 - PATENT INDEMNITY

1. SUPPLIER shall indemnify CLIENT against any claim of infringement of patents, registered designs or other rights which arise as a result of the sale or use of GOODS supplied by SUPPLIER. This indemnity shall not extend to instances in which GOODS concerned have been supplied to the design of CLIENT.
2. SUPPLIER is obliged to secure that the ownership rights to GOODS are not disputed by a third party. In case there is any dispute by a third party, SUPPLIER shall take side with CLIENT in order to protect CLIENT's interests. If the third party is entitled to own part or the whole of GOODS, CLIENT shall be entitled to cancel the PURCHASE ORDER and SUPPLIER shall compensate CLIENT for all damage including, but not limited to the refund of PURCHASE ORDER price, liquidated damage, legal cost, and attorney fees.

ARTICLE 16 - LIABILITIES AND INDEMNITIES

1. SUPPLIER shall be responsible for and shall protect, indemnify and save CLIENT harmless from and against any claims, demands and causes of action for damage to any property as well as death of and/or personnel injury to any person arising out of the act or omission to act, negligent or otherwise, of SUPPLIER, SUPPLIER's employees and SUPPLIER's agents in connection with the execution of the PURCHASE ORDER.
2. SUPPLIER shall be liable for, indemnify and hold CLIENT (including CLIENT's officers, directors, employees or agents), harmless from all damages, claims, losses, expenses and/or reasonable attorneys fees including, but not limited to, suits or claims for damages for death, human bodily injury or other property resulting from any defects of GOODS even if the quality of GOODS conforms to the SPECIFICATIONS and has passed the inspection by CLIENT.

ARTICLE 17 - LIMITATION OF LIABILITY

1. Neither Party shall be liable to the other for any indirect or remote losses of any kind or for damages for loss of anticipated revenue or profits, nor any special, punitive, exemplary or consequential damages, including, but not limited to, loss of GOODS, cost of capital, cost incurred in connection with labor, overhead, general administrative, transportation, substitute facilities, support sources or other similar damages.

ARTICLE 18 - LIENS AND CLAIMS

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

ARTICLE 19 - FORCE MAJEURE

1. Neither SUPPLIER nor CLIENT shall be liable to other Party for any breach of the Terms and Conditions of the PURCHASE ORDER where such breach occurs as a result of a Force Majeure.
2. The events falling within Force Majeure include but are not limited to Acts of God or force of nature, landslide, lightning, earthquake, flood, fire, explosion, storm or storm warning tidal wave, shipwreck and perils to navigation, act of war (declared or undeclared) or public enemy, strike act (excluding strikes, lockouts or other industrial disputes or action solely amongst employees of SUPPLIER or its sub-SUPPLIER(s) or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or similar events beyond the control of the Parties or either of them. Force Majeure shall exclude financial distress on the part of SUPPLIER or its sub-SUPPLIER(s).
3. Subject to the above, a Party claiming the benefit or protection of this Article, without delay, takes all reasonable steps to remove its inability to comply with the provisions of the PURCHASE ORDER.

ARTICLE 20 - HEALTH, SAFETY AND ENVIRONMENT (HSE)

1. SUPPLIER shall be responsible for the HSE of all persons engaged on the Works and all persons who may be affected by activities of SUPPLIER and shall comply with all the HSE regulations and procedures.

ARTICLE 21 - ASSIGNMENT AND SUBCONTRACTING

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1. CLIENT shall not be liable for any orders other than those issued or confirmed on the CLIENT's official written PURCHASE ORDER or any amendment thereto. SUPPLIER shall not assign or subcontract any part of the PURCHASE ORDER, without the prior written approval of CLIENT. Un-priced copies of any such orders should be supplied to CLIENT on request. SUPPLIER shall procure for CLIENT the right to enter the sub-contractor's premises for the purpose of expediting and inspection.

ARTICLE 22 - VENDOR DATA REQUIREMENTS AND SUBMITTAL

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

ARTICLE 23 - EXPEDITING

1. CLIENT or its appointed third party shall have the right to visit SUPPLIER's mill and plant and those of Sub-SUPPLIER(s) for expediting purposes at any time prior to shipment of GOODS. SUPPLIER and its Sub-SUPPLIERS shall provide access to their works at all times to CLIENT or its appointed third party. SUPPLIER's Sub-orders must carry a note to this effect.
2. Expediting of the PURCHASE ORDER and SUPPLIER's Sub-orders by CLIENT or its appointed third party does not relieve Sub-SUPPLIER(s) from their responsibilities to ensure that all Sub-orders are delivered to SUPPLIER's works or plant by the due date.

ARTICLE 24 - INSPECTION

1. CLIENT or its appointed third party shall have the right to inspect, witness tests and survey the quality of GOODS at SUPPLIER's and its Sub-Suppliers' plants at any time during manufacturing of GOODS. SUPPLIER is required to provide every facility for such right to CLIENT or its appointed third party. SUPPLIER's Sub-orders to its Sub-SUPPLIER(s) shall carry a note to this effect. SUPPLIER's failure to instruct Sub-SUPPLIER(s) of the right to CLIENT or its appointed third party to make plant visit for Quality Assurance purposes at any time prior to shipment of GOODS may result in rejection of GOODS manufactured at Sub-SUPPLIER(s)' plants.
2. SUPPLIER shall include in all orders to Sub-SUPPLIER(s) those SPECIFICATIONS included with the PURCHASE ORDER, which governs the manufacturing, or testing of GOODS produced by each Sub-SUPPLIER(s). Such SPECIFICATIONS, data or other technical description shall be available for review by CLIENT or its appointed third party at the Sub-SUPPLIER's facility.
3. Should any inspected or tested GOODS fail to conform to the SPECIFICATIONS, CLIENT may reject them and SUPPLIER shall either replace the rejected GOODS or make all the alternations necessary to comply SPECIFICATIONS requirements free of cost to CLIENT.
4. CLIENT shall reserve right to inspect, test and, where necessary, reject GOODS after GOODS' arrival in Vietnam and shall in no way be limited or waived by reason of GOODS having previously been inspected, tested and passed by CLIENT or its appointed third party prior to GOODS' shipment from the country of origin.
5. Nothing in this Article shall in any way release SUPPLIER from any warranty or other obligations under the PURCHASE ORDER.

ARTICLE 25 - NOTIFICATION FOR SHIPMENT

1. SUPPLIER shall notify CLIENT and/ or its appointed freight forwarding contractor by facsimile or telex, to be subsequently followed by a confirmation letter, thirty (30) days prior to the scheduled date of delivery. The facsimile or telex and confirmation letter shall include but not limited to the following information:
 - (a) PURCHASE ORDER number and GOODS description;
 - (b) Number of packages;
 - (c) Weight and dimension of each package;
 - (d) Vessel's name (Carrier/Flight Number for air freight), estimated time of departure (ETD) from port/ airport of export and estimated time of arrival (ETA) at port/ airport of discharge.

ARTICLE 26 - SHIPPING DOCUMENTATION

1. The original shipping documentation and three (3) copies each of SUPPLIER's Proforma Invoice, Certificate of Origin and Export Packing List must be submitted to CLIENT prior to shipment. Failure to adhere to the above requirements may result in SUPPLIER having to pay any incurred storage and demurrage charges.

ARTICLE 27 - PACKING, MARKING AND DOCUMENTATION REQUIREMENT

1. GOODS shall be delivered in original and international standard export packing, suitable to the nature of GOODS and for sea or air transportation. Packing shall ensure safety of GOODS from damages, losses and corrosion during transportation and suitable for crane operation and handling. SUPPLIER shall provide for each case two detailed packing lists in English, indicating CONTRACT number, SPECIFICATIONS of the item, part number, equipment number, type and serial number, gross and net weight. One (01) copy of such packing list in a waterproof envelope shall be put into each case with GOODS; the other copy should be fastened to the outside of the case.
2. SUPPLIER is fully responsible for any kind of losses and/or damages of GOODS and/or costs and expenses incurred by the CLIENT arising out from improper or insufficient packing, protection or conservation extra transportation and warehouse expenses incurred in connection with sending GOODS to the wrong address due to incomplete or incorrect marking.
3. A label indicating equipment name, tag number, maker number shall stick to each GOODS for its identification. GOODS by each item will be packed separately and marked with the item number in consistent with item number in the CONTRACT, name and quantity. GOODS of the separate equipments will be packed separately.

ARTICLE 28 - APPLICABLE LAW AND ARBITRATION

1. The PURCHASE ORDER and all questions concerning its formation, validity, interpretations and performance shall be governed under the Laws of the S.R. Vietnam.
2. Any disputes arising out of or in connection with any PURCHASE ORDER which could not be settled through negotiation between the two Parties shall be finally settled by the Vietnam International Arbitration Center (VIAC) besides Vietnam Chamber of Commerce and Industry (VCCI) under VIAC Arbitration Rules for final settlement. The place of Arbitration shall be in Ho Chi Minh City, Vietnam. The Arbitral Board shall be three (3) arbitrators and the language of Arbitration shall be English. The costs of Arbitration shall be borne by the lost Party. The award made in accordance with the provisions of this Article shall be final and binding upon two Parties.

ARTICLE 29 - AMENDMENTS

1. CLIENT and SUPPLIER shall mutually agree in writing to any amendments to the PURCHASE ORDER. In the event of any conflict or inconsistency between the Terms and Conditions of the PURCHASE ORDER and the attachments to the PURCHASE ORDER, the Terms and Conditions of PURCHASE ORDER shall prevail.

ARTICLE 30 - LIQUIDATED DAMAGES

1. Should SUPPLIER fail to deliver GOODS by the time as specified in the Article headed DELIVERY and/or to replace and/or make good the defective GOODS as specified in the Article headed ACCEPTANCE OF GOODS, SUPPLIER shall have to pay CLIENT the agreed and liquidated damages at the rate of 2 % (two percent) of the PURCHASE ORDER value per week of delay in delivery or in replacement or repair up to maximum of 8% (eight percent) of the PURCHASE ORDER value.
2. The rate of agreed and liquidated damages is not subject to any alteration by Arbitration or any third parties. The amount of agreed and liquidated damages may be deducted by CLIENT from SUPPLIER's Invoices while effecting the payment. Should CLIENT fail to deduct the sum of money of agreed and liquidated damages from the SUPPLIER's Invoice, SUPPLIER shall have to pay it immediately but not later than ten (10) days upon the CLIENT's first written request.

ARTICLE 31 - LANGUAGE

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

ARTICLE 32 - ENTIRE AGREEMENT

1. The Terms and Conditions set out herein, together with any subsequent amendments made in accordance with Article headed FORM OF PURCHASE ORDER and any and all designs, drawings, SPECIFICATIONS and information which may be supplied in relation to the PURCHASE ORDER represent the entire Terms and Conditions of the PURCHASE ORDER between CLIENT and SUPPLIER. Failure of either Party to enforce any of the Term and Conditions of the PURCHASE ORDER shall not prevent a subsequent enforcement of such Terms and Conditions or be deemed to be waiver of any subsequent breach. Should any provision of the PURCHASE ORDER, or a portion thereof, be unenforceable or in conflict with governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and the PURCHASE ORDER shall be construed as if such provisions, or portion hereof, were not contained herein.
2. None of the provisions of the PURCHASE ORDER shall be considered waived by CLIENT, except when waived explicitly in writing and notified to SUPPLIER. No such waiver shall be, or shall be construed to be, a waiver of any past or future default or breach, nor constitute a modification of any of the terms, provisions, conditions, or covenants of the PURCHASE ORDER, except as expressly stated in such waiver.

ARTICLE 33 - SPECIAL CONDITIONS

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