



Rapid PKG 6A LLDPE Project 공사개요

2016. 8. 17

1. 공사개요

가. PROJECT 명 : Rapid PKG 6A LLDPE Project
 나. 발주처 (사업주) : PRPC Refinery and Cracker Sdn.Bhd (Petronas)
 다. 주 계약자 : 삼성엔지니어링 (주)
 라. 하청계약자 : 주식회사 윈테코 (WINTECO Corporation)
 마. 공급제품 : MFB110 Storage Tank(설계, 제작)
 바. 계약일자 : 2016.8.12
 사. 계약금액 : USD 954,456.- (미화 구십오만사천사백오십육불) * 계약조건 : 설계, Pre-fabrication, 제작(EP)
 * C계약은 별도 체결 : USD 517,764.-
 아. 납기(EP) : 2016.8.12~2017.3.30

2. Bond 금액 & 일정

	BOND 금액 (US\$)		계약금 대비 (%)	제출시점	BOND 만료일	BOND 내용	계약서 관련 조항
	BOND	금액					
1	P-Bond	95,445.-	10%	2016.9.11 까지	2017.5.30 (Final 자재 Site 도착일 +1개월)	이행보증	계약서2 & 3항
2	W-Bond	95,445.-	10%	2017.12.30	2020.4.15	Warranty	MOM 7 & 8항

3. Payment Terms

	Description	계약금 대비 (%)	입금시점	제출서류	Total(USD)
1	중도지불금	10%	서류제출후 15일 이내	VPIS, P-BOND	95,446.-
2	중도지불금	40%	Main Plate Shop도착후 45일 이내	Material Receipt Certificate	381,782.-
3	완납지불금	45%	선적후 45일 이내	Shipping Documents (B/L, C/Invoice, P/L)	429,505.-
4	최종도면 지불금	5%	서류제출후 45일 이내	Final VP, VDB, SPIR	47,723.-
계					954,456.-

(이상)

물품공급계약서

1. 계약개요

- (1) 계약 번호 : 5000007057-0
- (2) 프로젝트 번호 / 프로젝트 명 : SC2861 / RAPID PKG6A LLDPE
- (3) 계약물품명: (장치)(MFB110)STORAGE TANK
- (4) 납품 기한 (이하 "납기"라 한다) : 2017 년 01 월 30 일
- (5) 계약기간 : 2016 년 08 월 12 일
2017 년 03 월 30 일
- (6) 계약만기조건: FDC Free After Final Doc. (최종도면도)
- (7) 납품 조건 : FOB (Free On Board 본선인도조건)
※ 수급사업자의 계약물품 납품완료시점은 본 물품공급계약서, 기타 첨부서류 등에 달리 정함이 없는 경우, 원사업자가 물품을 인도받고 계약일반조건 제 20조의 검사가 완료되는 시점으로 한다.
- (8) 납품장소 : Korean Port
- (9) 포장조건 : Vendor(Under SECL's SPEC)
- (10) 계약금액: 일금 구십오만사천사백오십육USD 원정 (USD 954,456)
O 공급가액 : 일금 구십오만사천사백오십육USD 원정 (USD 954,456)
※ 안전관리비 : 일금 영USD 원정 (USD 0)
※ 노무비 : (USD 0) / 건설산업기본법 시행령 제84조 규정에 따른 노무비 단, 안전관리비와 노무비는 설치 등 공사성 항목이 포함된 경우 명기
O 부가가치세 : 일금 영USD 원정 (USD 0)
- (11) 대금의 지급

가. 선금금

- 1) 계약체결 후 (15)일 이내에 일금 USD 0
- 2) 단, 발주자로부터 선금금을 지급받은 경우에는 선금금을 지급받은 날 또는 계약을 체결한날 로부터 (15)일 이내 그 내용과 비율에 따름

나. 기성금

- 1) 지급방법: 현금 [100]%, 외상매출채권담보대출 [0]%
(만기 []일 외상매출채권담보대출)
- 2) 단, 목적물 수령일로부터 60일 이내 또는 발주자로부터 지급받은 날로부터 15일 이내 중 빠른 날을 기준으로 지급
- 3) 발주자로부터 지급받은 현금비율 이상 지급, 지급받은 어음 등의 지급기간을 초과하지 않는 어음 등을 교부

다. 지불조건

- 1) 중도 지불금 10.0% 중도금 / VPIS, P-bond
- 2) 중도 지불금 40.0% 중도금 / Receipt Certificate

- 3) 완납 지불금 45.0% 완납금 / Shipping Doc.
- 4) 최종도면 지불금 5.0% Final Doc. 기성 / VDB, SPIR

라. 설계변경, 경제상황 변동 등에 따른 대금조정 및 지급

- 1) 발주자로부터 지급받은 날로부터 15일 이내 지급
- 2) 발주자로부터 조정받은 날로부터 30일 이내 그 내용과 비율에 따라 조정

- 2. 계약이행보증 : 계약금액의 10 %
- 3. 하자담보책임기간 : 계약종료일 후 12개월
- 4. 하자보수보증금률 : 계약금액의 10 %
- 5. 지체상금률 : 지체일일당 계약금액의 0.1 %

원사업자와 수급사업자는 목적물의 완성에 필요한 제반 사항에 대하여 상호 충분한 협의를 거쳐
위 내용과 첨부 서류 일체가 본 계약문서임을 확인하며, 본 계약문서에 의하여 계약을 체결하고
이 계약의 증거로서 본 계약서에 전자 서명한 후 전자문서를 각 보관한다.

2016 년 08 월 12 일

첨부

- 1. 물품공급계약일반조건
- 2. 물품공급계약특수조건
- 3. 영업비밀보호서약서
- 4. 청렴서약서
- 5. 품질관리약정서
- 6. 계약내역서
- 7. 대금 청구서류 안내 및 거래 형태별 부가세 적용여부
- 8. 구매확인서 신청 안내 _ 신규양식 Download

○ 원사업자

상호 : 삼성엔지니어링(주)

주소 : 서울 강동구 상일로 6길 26 삼성 GEC



대표자 박중흠



○ 수급사업자

상호 : 주식회사 원테크

주소 : 서울특별시 금천구 디지털로 9길 6565, 백상스타타워1차 1301호~1305호 (가산동)

대표자 오창재



 PETRONAS	MINUTES OF MEETING		 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	

PURPOSE / TITLE	Commercial Meeting for Storage Tank		
MEETING LOCATION	SAMSUNG GEC Office	MEETING DATE	19th.July.2016
PROJECT NO.	SC2861	REQUISITION NO.	MFD110
PROJECT NAME	RAPID PKG.#6A LLDPE		
ATTENDEES:			
SAMSUNG ENGINEERING CO., LTD		WINTECO	
J.H. Park / Buyer 		Wook Koo Kim / Executive Director Sung Jool Yoo / Sales Director 	
DISTRIBUTION:			

ATTACHMENTS

Project No. /Name :SC2861 / RAPID PKG.6A LLDPE
Req No. / Name : MFB110 Storage Tank





 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 2 OF 12	

Minute No.	Description												
1.	<u>Definition</u> - COMPANY : PRPC Polymers Sdn. Bhd. - The Buyer : Samsung JV (Samsung Engineering Co., Ltd + Samsung C&T). - The Seller : WINTECO The Buyer and The Seller had a Meeting, and agreed and confirmed this M.O.M as follows, which shall be an integral part of Contract Documents.												
2	<u>Description</u> 1) Requisition No : MFB110 Items and Quantity : 3 item(s) / 3 set(s)												
3	Scope of Supply and Work 1) As per requisition MFB110 2) Revised and confirmed changes as per technical clarification “ Technical Clarification” between SECL & Vendor latest ver.												
4	<u>Delivery Conditions</u> On or before 30 th December, 2017 from the date of receipt of Purchaser Order or Letter of Intent based on the Completion of Site Erection. ※ Including ocean and inland transportation for EP & C.												
5	<u>Payment and Invoicing</u> a) EP Payment Conditions (T/T 45 Calendar days from invoice date) <table><tr><th></th><th>Payment</th><th>Amount</th><th>Required Document</th></tr><tr><td>1</td><td>First Progress Payment</td><td>10%</td><td>1) Performance bond 2) Original invoice 3) VPIS (Vendor Print Index and Schedule)</td></tr><tr><td>2</td><td>Material Receipt</td><td>40%</td><td>1) Original invoice 2) Material receipt certificate signed by Buyer's inspector indicating main material delivered at Seller's shop. (2) Mill certificate for the above main material, and (3) Original invoice. *Main Material means Plate</td></tr></table>		Payment	Amount	Required Document	1	First Progress Payment	10%	1) Performance bond 2) Original invoice 3) VPIS (Vendor Print Index and Schedule)	2	Material Receipt	40%	1) Original invoice 2) Material receipt certificate signed by Buyer's inspector indicating main material delivered at Seller's shop. (2) Mill certificate for the above main material, and (3) Original invoice. *Main Material means Plate
	Payment	Amount	Required Document										
1	First Progress Payment	10%	1) Performance bond 2) Original invoice 3) VPIS (Vendor Print Index and Schedule)										
2	Material Receipt	40%	1) Original invoice 2) Material receipt certificate signed by Buyer's inspector indicating main material delivered at Seller's shop. (2) Mill certificate for the above main material, and (3) Original invoice. *Main Material means Plate										

Project No. /Name : SC2861 / RAPID PKG.6A LLDPE

Req No. / Name : MFB110 Storage Tank



 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 3 OF 12	

3	Payment after Shipment	45%	1) Original invoice 2) Shipping document (original bill of lading, original commercial invoice, original certificate of origin, original packing list, material safety data sheet, fumigation certificate for wooden packaging)
4	Final Progress Payment	5%	1) Copy of transmittal letter for approved Final Vendor Print 2) Original invoice. 3) SPIR (Spare Parts and Interchangeability Record) approved evidence by BUYER 4) VDB (Vendor Data Book) ('VDB is for record document in accordance with Section 9, Instruction for Vendor Documentation)

**** Construction Payment :** To be discussed with SECL construction team separately.

b) Bank charges outside Korea shall be borne by the Seller and any VAT for the payment of contract price will not be paid by the Buyer.

c) Any Change Order amount during the order execution shall be approved and paid before site assembly completion. .



d) In case required and all agreed documents in accordance with Vendor Print Index Schedule are not received for each payment step, the Buyer reserves the right to withhold the payment and Liquidated Damage against the delayed documents shall be applied as per Liquidated Damage article 8.

e) Invoice Manner

The Seller shall submit a copy of preliminary invoice at each payment step, via e-mail at least fifteen days (15) prior to actual issue of invoice to the Buyer for confirmation.



Upon approval from the Buyer, the Seller shall issue formal invoice. The original invoice shall be dated actual issue date and shall be dispatched via express air courier service to be received by




 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 4 OF 12	



	<p>the Buyer before the 24th of the month.</p> <p>The Seller shall receive payment within forty-five (30) calendar days from the receipt date of Invoice and complete supporting document.</p>
6	<p><u>Warranty Period</u></p> <p>Warranty period shall be 36 months from the date of shipment or 15th Apr, 2020, whichever comes the later.</p> <p>If the Seller performs remedial work, the warranty period shall apply to such work for a period of one (1) year from the date it is completed. However, the total warranty period shall in no case be extended beyond two (2) years from the date of original warranty expiry.</p>
7	<p><u>Bonds to be submitted</u></p> <p>The Seller shall provide bank guarantees to the Buyer as follows:</p> <p>a) Performance Bond</p> <ul style="list-style-type: none"> - to be issued by first class international bank acceptable to The Buyer (The seller shall submit the credit rating issued by Moody's/S&P/Fitch) to be submitted to the Buyer within one (1) month (30 calendar days) following the date of Purchase Order. - [ten percent(10%)] of Total Contract Amount - valid until thirty (30) calendar days after the date of arrival of final shipment at Site <p>b) Warranty Bond</p> <ul style="list-style-type: none"> - to be issued by first class international bank acceptable to The Buyer (The seller shall submit the credit rating issued by Moody's/S&P/Fitch) to be submitted to the Buyer. - [ten percent(10%)] of Total Contract Amount - valid until thirty (30) calendar days after the expiration of the Warranty Period -to propose the warranty extension charge per one(1) month as a optional price. ()% per month of contract price <p>c) The persons responsible for Original bond document are as follows. So, Seller shall sent Original bond document to follows.</p> <ul style="list-style-type: none"> - Mr. JH Park / Tel :+82-2-2053-4699 / Email :jhyun79.park@samsung.com : Samsung GEC, 26, Sangil-ro 6-gil, Gangdong-gu, Seoul, Korea




 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 5 OF 12	

	<p>e) All relevant costs and expenses in connection with establishing, maintaining, extending, amending and cancelling any of the bonds shall be borne and paid for by the Seller.</p> <p>f) Each of the bonds referred to in this Clause 1 (Bank Guarantee) shall in no way be construed as a limitation of the Seller's liability and responsibility under the Purchase Order and shall in no way prevent the Buyer from claiming any indemnification for damages suffered which exceeds the amount of any such bonds.</p> <p>g) (For Foreign Vendor only) The bank issuing any of the bonds referred to in this Clause 1 (Bonds to be Submitted) shall forward the bond via SWIFT MT760 to Citibank Korea Inc., whose BIC is CITIKRSX. Should the issuing bank not have a Relationship Management Application ("RMA") in place with Citibank Korea Inc., the Seller shall procure that the issuing bank will contact the following persons at Citibank Korea Inc. responsible for RMA, in order to set up the RMA between the issuing bank and Citibank Korea Inc.</p> <p>In case Seller's bank advise Citibank the issuance of the bond, no paper printed version is required to be submitted.</p> <p>The persons responsible for</p> <p>The persons responsible for RMA at Citibank Korea Inc. are as follows; provided that the Buyer may notify the Seller of any changes in such persons listed below:</p> <p><RMA></p> <p>Ms. Yon-Suk, Kim / Tel: +82-2-3455-2602 / Email: seungju.eun@citi.com</p> <p>Ms. Ok-Ki, Kim / Tel : +82-2-2124-3754 / Email : okki.kim@citi.com</p> <p><L/C></p> <p>Ms. Ji-Yang, Kweon / Tel :+82-2-2077-4324 / Email : jiyang.kweon@citi.com</p> <p>Ms. Pyeong-Suk, Sung / Tel :+82-2-2077-4325 / Email :pyeongsuk.sung@citi.com</p> <p>Mr. Kyu-sung, Lee / Tel :+82-3455-2694 / Email : <u>kyusung.lee@citi.com</u></p>
8	<p><u>Liquidated Damages on the delay of delivery</u></p> <p>a) The delay in submission of Key Documentation</p> <p>Liquidated damages for the delay in submission of any drawings or documents that are required to be submitted in accordance with the requirements of the Buyer's approved vendor index and schedule shall be paid by the Seller and shall be calculated at a rate of [point one percent</p>




 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 6 OF 12	

(0.1%)] of the Total Contract Amount for each week subject to a cap [three percent (2%)] of the Total Contract Amount.

Key Vendor Prints are as followings and submitted within 4 weeks after Purchase Order or Letter of Intent.;

- **General Assembly Drawings (Including Nozzle Projection)**
- **Loading Data incl. loading calculation & foundation detail**
- **Inspection and Test Plan**
- **Strength Calculation**
- **WPS&PQR (7 Weeks)**

b) The delay in Material

If there are technical modifications, change of supply or working scope by buyer, the delivery schedule will be discussed.

Liquidated damages which caused by the Seller for the delay in delivery of Materials shall be calculated at a rate of [point one percent (0.1%)] of the Total Contract Amount for each calendar day that any item of Material which is the subject of the Purchase Order has not been delivered, provided, is not fully operational or is otherwise not in accordance with the Purchase Order. The aggregate amount of liquidated damages for delay in the delivery of Materials shall not exceed [ten percent(10%)] of the Total Contract Amount.

Any item of Materials provided by the Seller that is not fully operational shall not be considered as delivered and shall be subject to liquidated damages stated in the paragraph above.

In case of partial shipment, if Seller do not make the final shipment, Buyer will not acknowledge the complete shipment and Liquidated damages shall be applied to all parts in the basis of total contract price.

c) The delay in Final Vendor Prints



Liquidated damages for the delay in submission of final vendor prints even a portion that are required to be submitted in accordance with the requirements of the Buyer's approved vendor print index and schedule shall be paid by the Seller and shall be calculated at a rate of [point one percent (0.1%)] of the Total Contract Amount for each week subject to a cap [three percent (3%)] of the Total Contract Amount.

** Final V/P should be submitted within 1 month from the contractual delivery date.

Project No. /Name :SC2861 / RAPID PKG.6A LLDPE

Req No. / Name : MFB110 Storage Tank






 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 7 OF 12	

	<p>d) Total maximum Liquidated Damage is limited up to ten percent (10%).</p> <p>Liquidated Damage for any drawing or document shall be applied only when the delivery of item is delayed except loading data and foundation information.</p>						
9	<p><u>Inspection and Testing</u></p> <p>The Buyer shall have the rights to inspect and test all Materials supplied by the Seller under this Purchase Order, and all related documentation thereto. The Seller shall provide to the Buyer, at least [fifteen (15)] days prior written notice to enable the Buyer and/or the Owner to inspect the Material before the Material or any part thereof is tested in accordance with the requirements of the Purchase Order, and be granted access to witness such test(s). Inspection and test of the Material shall be in accordance with Buyer's inspection instructions.</p> <p>Manufacturing Data Report (hereinafter referred to as "MDR") is a complete set of all certificates, test reports and inspection documents which are to be issued by the Seller or its sub-suppliers. The Buyer shall be entitled to withhold the payment of due invoice for shipment if MDR is not properly provided by the Seller. Detail requirement for MDR shall be in accordance with Section 8 (<i>Shop Inspection & Test Plan and Procedure</i>) which is mutually agreed by both parties.</p> <p>The Seller shall be liable for any cost and delivery impact occurred by the delay of inspection notice. In case the Seller is not ready for inspection or not able to provide the required document for inspection in timely manner in the presence of the Buyer's inspector, the cost and expense occurred in dispatch of inspector shall be borne by the Seller.</p>						
10	<p><u>Packing and Shipping (For shipment in sea container)</u></p> <p>a) Export packing and transportation to be in accordance with the Buyer's Packing Instructions and procedures. All expense related to packing and shipping in accordance with Buyer's procedure shall be included in the final price.</p> <p>- RAPID-P0011-SCS-PUR-PRC-0005_A_Packing Procedure</p> <p>※ Submission of packing list</p> <table><tr><th>No</th><th>Description</th><th>Requirement</th></tr><tr><td>1</td><td>Proforma packing list with HS Code</td><td>[12]weeks prior to shipment</td></tr></table>	No	Description	Requirement	1	Proforma packing list with HS Code	[12]weeks prior to shipment
No	Description	Requirement					
1	Proforma packing list with HS Code	[12]weeks prior to shipment					

Project No. /Name :SC2861 / RAPID PKG.6A LLDPE

Req No. / Name : MFB110 Storage Tank





 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 8 OF 12	

	<div>2</div> <div>Final packing list</div> <div>[2] weeks prior to shipment</div> <p>* Note : Due to the RAPID Exemption List(REL) submission and approval, vendor shall submit Proforma packing list three months prior to shipment.</p> <p>b) Notice of readiness to ship: The Seller shall provide advance written notice to the Buyer at least [fifteen calendar (15)] days prior to the Seller's readiness to ship.</p> <p>Notice of Shipment: The Seller shall inform the Buyer in writing within 24 hours of actual shipping.</p> <p>The Seller shall also comply with the detailed instructions as found in Section 7 (Shipping Procedure). The Buyer is entitled to request the Seller to ship the Materials by aircraft at the Seller's cost when the delivery schedule is delayed due to the reasons attributable to the Seller.</p> <p>Partial shipment: Unless specified otherwise, partial shipment shall be strictly prohibited without prior written approval by the Buyer.</p> <p>Relevant cost: For the Materials which are delivered by containers or bulk ships, the Buyer is entitled to choose the best shipping mode at his disposal. All related charges for shipment such as CFS(container freight station) charge, lashing/securing, THC(terminal handling charge), wharfage, container tax, etc. at the shipping port are deemed to be included in Total Contract Amount.</p> <p>Free Storage: The Seller shall provide free storage of the Materials at the Seller's location after issuance of the shipping release note by the Buyer for a period of thirty (30) calendar days to facilitate the collection and shipping of the Materials. The cost of such storage and handling are deemed to be included in Total Contract Amount. The period of free storage shall not delay the payments which are due as per agreed payment terms in this Purchase Order.</p> <p>Storage fee over 1 month : USD 2/m3 / day</p>
11	<p><u>Spare Parts</u></p> <p>The Seller shall follow the Buyer's Procedure and COMPANY specification.</p> <p>The documents can be revised by COMPANY's comments.</p> <p>Two(2) years spare parts list with each breakdown price shall be submitted and its price should be based on FOB shipment(single port) including seaworthy export packing. The optional price of 2 year spare part shall be valid up to one (1) year from the date of submittal of acceptance SPIR.</p>
12	<p><u>Kick off Meeting</u></p> <p>Kick-off Meeting must be held within four (8) weeks (because of European Summer Vacation) from</p>

Project No. /Name :SC2861 / RAPID PKG.6A LLDPE

Req No. / Name : MFB110 Storage Tank






 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 9 OF 12	

	<p>Letter of Intention or Purchase Order issue date at Buyer's office or Seller's office / manufacturer's location.</p> <p>(Buyer can adjust the meeting date in accordance with project schedule.)</p> <p>Even though KOM is held at Buyer's Office, all of Seller's expenses such as flight ticket, accommodation, meal etc, shall be borne by Seller.</p>
13	<p><u>Expediting</u></p> <p>Seller shall submit biweekly progress reports on first week and third week of each month with cut-off date 1st and 15th of the month (irrespective of being Sunday or any other holiday) showing progress of works as per following details:</p> <ol style="list-style-type: none"> 1) Monthly Progress Reports as per BUYER's Format → Detailed Format will be provided in the Kick Off Meeting. 2) Design & Drawing status 3) Sub-order Status Reports 4) Updated Fabrication Schedule 5) Activities planned for next month including Inspection scheduled for witness. 6) Outstanding matters (Seller should notify major problem under project execution) 7) Photographs showing actual progress of equipment / items.
14	<p><u>Vendor's Documents and Drawings</u></p> <p>a) To be submitted for the purchaser's Approval, Information or Record as per Buyer's Engineering Specifications included in Material Requisition and Instruction for Vendor Documentation as below</p> <ul style="list-style-type: none"> - Instruction for Vendor Documentation, RAPID-P0011-SCS-PUR-PRC-0009 (Latest Rev.) - Seller shall reflect Buyer's comment properly and return the vendor print within 2 weeks.
15	<p><u>Applicable Documents and Specification</u></p> <ol style="list-style-type: none"> 1) The documents and specifications listed below shall be effective as an integral part of purchase order and shall come into force as contract documents. 2) Should there be a conflict between provisions in any of the below listed contract documents, the contract document bearing the latest date shall prevail. <ul style="list-style-type: none"> - Requisition

Project No. / Name : SC2861 / RAPID PKG.6A LLDPE

Req No. / Name : MFB110 Storage Tank






 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 10 OF 12	

	<ul style="list-style-type: none"> - Specifications and General & Special Terms and Conditions. - All the minutes of meeting and correspondences confirmed between Buyer and Seller for technical clarifications.
16	<p><u>Order of Priority (Latest edition will prevail.)</u></p> <ul style="list-style-type: none"> ① Purchase Order Contract ② Special Terms and conditions ③ General terms and conditions ④ Scope of Supply and Work ⑤ General terms and conditions of Supervision issued by Buyer ⑥ Technical Clarification Sheet & Minutes of Meeting ⑦ Final technical specifications issued by Buyer ⑧ Inquiry package including technical & commercial specifications issued by Buyer ⑨ Latest Quotation of Seller
17	<p><u>Supervision Fee Conditions</u></p> <p>Specialist Services including all sub-supplier's supervisor shall be calculated based on following terms and conditions. The other terms and condition shall be in compliance with "Conditions for Approved Site Specialist".</p> <p>a) Normal per diem rate : (/day) for each working day, 10 hours per day, 6 days working per week (Sunday through Thursday) One(1) hour lunch break time and commuting time per day from/to site and accommodation will not be counted as working time.</p> <p>b) Travelling day to/from the site shall be applicable to normal per diem rate without overtime premium and one day per each trip is acceptable. Even though supervisor departs from/to the site on Sunday or holiday, above mentioned Normal per diem rate will be applied.</p> <p>c) Over time : (/hour) per hour exceeding 10 hours per day and working hour on Sunday and Local Holiday in Malaysia.</p> <p>d) Round trip air tickets(economy class), boarding and lodging, local transportation shall be reimbursed against the original copies of the relevant receipts or will be provided by The Buyer at site(level of accommodation will be same as The Buyer's field engineers).</p>

Project No. /Name :SC2861 / RAPID PKG.6A LLDPE

Req No. / Name : MFB110 Storage Tank






 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 11 OF 12	

	<p>e) The payment shall be made on a monthly basis by telegraphic transfer against the Seller's original invoice and time sheet approved by the site manager of The Buyer.</p> <p>f) In case the Buyer requires the Seller's Specialist, during his/her stay at Site, to provide training services to Company at the Site, the Seller shall provide the training at above rate.</p>												
18	<p><u>FIRM PRICE, AND THE RELATED CONDITIONS</u></p> <p>1) The below price shall be fully complied with the Latest TBE issued by Buyer and All Technical Clarification correspondences between Buyer and Seller.</p> <p>2) Vendor shall accomplish sub-ordering for all items according to project vendor list under the firm price. (Seller's sub-vendor list to be attached on this MOM)</p> <table><thead><tr><th>Price</th></tr></thead><tbody><tr><td>Quoted Price (Based on EPC) <u>USD 1,472,220.-</u></td></tr><tr><td><ul style="list-style-type: none">- After Technical Clarification) Also, followings are included to Quoted Price.- EP and C contract will be separately proceeded.</td></tr><tr><td><ul style="list-style-type: none">- Starts-up and Commissioning Spare Parts : Included on Base price- Roof Platform & Ladder, Stairway included.- Capital Spare part : N/A- Camp & Catering not included- Foam dam on floating roof for 5295-T-901,906 : Included in Base Price (USD2,590)- Design Based on Design Liquid Level for 5295-T-901, 906 : Included in Base Price</td></tr><tr><td>- Delivery Term : Completion of Site Erection</td></tr><tr><td>- Delivery Period : 30th December, 2017</td></tr><tr><td>Option Price (Not Included in Base Price)</td></tr><tr><td>(1) 2 years spare parts : USD4,500.-</td></tr><tr><td>(2) Supervision Fee (Per diem) : USD / day</td></tr><tr><td>(3) Water Spray Piping : USD43,360</td></tr><tr><td>(4) Breather Valve : USD9,900</td></tr><tr><td>(5) Calibration for All Tanks : USD25,000</td></tr></tbody></table>	Price	Quoted Price (Based on EPC) <u>USD 1,472,220.-</u>	<ul style="list-style-type: none">- After Technical Clarification) Also, followings are included to Quoted Price.- EP and C contract will be separately proceeded.	<ul style="list-style-type: none">- Starts-up and Commissioning Spare Parts : Included on Base price- Roof Platform & Ladder, Stairway included.- Capital Spare part : N/A- Camp & Catering not included- Foam dam on floating roof for 5295-T-901,906 : Included in Base Price (USD2,590)- Design Based on Design Liquid Level for 5295-T-901, 906 : Included in Base Price	- Delivery Term : Completion of Site Erection	- Delivery Period : 30 th December, 2017	Option Price (Not Included in Base Price)	(1) 2 years spare parts : USD4,500.-	(2) Supervision Fee (Per diem) : USD / day	(3) Water Spray Piping : USD43,360	(4) Breather Valve : USD9,900	(5) Calibration for All Tanks : USD25,000
Price													
Quoted Price (Based on EPC) <u>USD 1,472,220.-</u>													
<ul style="list-style-type: none">- After Technical Clarification) Also, followings are included to Quoted Price.- EP and C contract will be separately proceeded.													
<ul style="list-style-type: none">- Starts-up and Commissioning Spare Parts : Included on Base price- Roof Platform & Ladder, Stairway included.- Capital Spare part : N/A- Camp & Catering not included- Foam dam on floating roof for 5295-T-901,906 : Included in Base Price (USD2,590)- Design Based on Design Liquid Level for 5295-T-901, 906 : Included in Base Price													
- Delivery Term : Completion of Site Erection													
- Delivery Period : 30 th December, 2017													
Option Price (Not Included in Base Price)													
(1) 2 years spare parts : USD4,500.-													
(2) Supervision Fee (Per diem) : USD / day													
(3) Water Spray Piping : USD43,360													
(4) Breather Valve : USD9,900													
(5) Calibration for All Tanks : USD25,000													

Project No. /Name :SC2861 / RAPID PKG.6A LLDPE

Req No. / Name : MFB110 Storage Tank




 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 12 OF 12	

19	<p><u>OTHERS</u></p> <p>1)The purpose of this MOM (Minutes of Meeting) is to set out a written record of the discussions and agreements between SECL and Shanghai Morimatsu regarding the terms and conditions of the purchase order. Accordingly, this MOM in itself shall not be regarded as SECL's binding commitment to place a purchase order onShanghai Morimatsu.</p> <p>2) Unless otherwise stated in the Purchase Order, the Total Contract Amount shall be fixed and not subject to escalate for any reason whatsoever.</p> <p>3) If required, Seller shall provide all relevant services to Buyer or Buyer's representative during expediting and inspection visits or resident basis stay.</p> <p>- Office space, communication facilities like internet access, landline arrangement for local calls, etc.</p> <p>4) Seller's Key personnel (i.e. Project manager) shall have 10 years experiences of this field as a minimum. His/her resume shall be provided before KOM, if Buyer requests change of Key personnel at any reasons, Seller shall follow Buyer's request without any comment.</p>
----	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------




 PETRONAS	MINUTES OF MEETING			 SAMSUNG ENGINEERING
	MOM NO.	RAPID#6-MOM-TANK-001	Page: 12 OF 12	

19

OTHERS

1)The purpose of this MOM (Minutes of Meeting) is to set out a written record of the discussions and agreements between SECL and Winteco Corporation regarding the terms and conditions of the purchase order. Accordingly, this MOM in itself shall not be regarded as SECL's binding commitment to place a purchase order on Winteco Corporation.

2) Unless otherwise stated in the Purchase Order, the Total Contract Amount shall be fixed and not subject to escalate for any reason whatsoever.

3) If required, Seller shall provide all relevant services to Buyer or Buyer's representative during expediting and inspection visits or resident basis stay.

- Office space, communication facilities like internet access, landline arrangement for local calls, etc.

4) Seller's Key personnel (i.e. Project manager) shall have 10 years experiences of this field as a minimum. His/her resume shall be provided before KOM, if Buyer requests change of Key personnel at any reasons, Seller shall follow Buyer's request without any comment.