RFQ TITLE:	**PROVISION OF IN-HOUSE TRAINING ON RISK MANAGEMENT FOR PETROLEUM AUTHORITY BRUNEI DARUSSALAM**
RFQ NUMBER:	**PA/FIN/PR260142/HR**

1 PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (hereinafter called RFQ) is to inform Contractor of the preparation and submission of their bids to satisfy the requirements of Petroleum Authority of Brunei Darussalam (hereinafter called Petroleum Authority).

2 PREPARATION OF PROPOSAL

2.1 All proposals are to be sent to Petroleum Authority via email address SCM@pa.gov.bn and marked clearly as "**PA/FIN/PR260142/HR**"

2.2 Contractor shall be responsible for paying all costs and expenses as well as other charges incurred in the preparation of their proposal, whether successfully awarded or otherwise. Petroleum Authority shall not reimburse Contractor's costs or expenses incurred in the preparation and submission of their proposal.

2.3 Contractor is not permitted to make any alterations, additions to or deletions to the original tender documents issued by Petroleum Authority, whether in hardcopy or electronic file format, unless instructed to do so in writing by Petroleum Authority.

2.4 Petroleum Authority would hereby like to state that ownership of all documentation or items, materials or things created or arising out of or in relation to activities pertaining to such invitation, including but not limited to photographs, pictures, images, drawings or sketches, shall vest in Petroleum Authority immediately upon its creation and shall remain the property of Petroleum Authority thereafter unless agreed otherwise in writing.

Therefore, Contractor is strongly advised not to make any publicity releases or announcements, including sharing, posting, disseminating, or reproducing any documentation, items or visual materials as aforementioned, in any and all media including the internet and social media.

Failure to comply with the above may result in automatic disqualification of Contractor's proposal, if any, or otherwise, legal action by Petroleum Authority.

3 RETURN OF PROPOSAL

3.1 The Closing Date and Time to submit the Proposal is by **4:00 p.m. (Brunei Time) on Wednesday, 12th August 2026.**

3.2 Bids received later than the Closing Date and Time stated may result in the Proposal being rejected. However, it shall solely be the decision of Petroleum Authority to accept or reject any late tender submission.

4 ACCEPTANCE OF PROPOSAL

4.1 Petroleum Authority shall not be deemed to have accepted any offer unless and until a written confirmation is issued by Petroleum Authority.

4.2 Petroleum Authority is neither bound to accept the lowest bid nor to accept any proposal in part or in whole.

5 REQUEST FOR FURTHER INFORMATION

5.1 Any request for further information and clarifications which may be required in order to complete the Proposal must be submitted in writing to Petroleum Authority via email to SCM@pa.gov.bn, and stating clearly the RFQ number and title.

6 SCOPE OF WORK

No.	Description	Unit of Measure	Quantity
1	**Training Course Title: Risk Management** **1. Training Objectives** The Bidder is required to conduct a live in-person In-House Training course on the topic of Risk Management. The Bidder shall ensure that the training is designed and delivered to achieve the training objectives outlined below: 1.1 Explain key risk management concepts and frameworks, including risk identification, assessment, mitigation, and monitoring. 1.2 Identify and assess risks within their respective departments using appropriate tools such as risk registers and risk matrices. 1.3 Demonstrate the roles and responsibilities of a Risk Ambassador, including coordination, reporting, and communication of risks. 1.4 Apply risk evaluation techniques to prioritize risks based on likelihood and impact. 1.5 Develop basic risk mitigation plans, including controls and action tracking. 1.6 Maintain and update a departmental risk register in a consistent and structured manner. 1.7 Promote a risk-aware culture by integrating risk management into day-to-day operations and decision-making processes. **2. Training Contents** The Bidder shall refer to and incorporate, at a minimum, the detailed training content as specified below. The Bidder may also propose additional modules, topics, tools or frameworks that complement and enhance the required training content, provided they are relevant to the objectives of the training programme. Such proposals will be considered value-added. 2.1 Fundamentals of Risk Management • Definition of risk and risk management • Importance and benefits of risk management • Link between risk management, governance, and organisational objectives • Overview of internationally recognised frameworks (e.g., ISO 31000, COSO ERM) 2.2 Risk Management Process • Risk identification techniques (operational, strategic, financial, compliance risks) • Risk analysis (likelihood and impact assessment) • Risk evaluation and prioritisation • Risk treatment strategies (mitigation, transfer, avoidance, acceptance) • Risk monitoring and review cycles	Pax	25

2.3 Roles and Responsibilities

- Role of Risk Focal Points at departmental level
- Responsibilities of management in oversight and decision-making
- Role of senior management and Board of Directors (BOD) in risk governance
- Interaction with Internal Audit and enterprise risk functions

2.4 Risk Assessment Tools and Techniques

- Development and maintenance of risk registers
- Risk scoring methodologies (qualitative scales, heat maps)
- Identification and evaluation of existing controls
- Residual vs inherent risk concepts
- Introduction to Key Risk Indicators (KRIs)

2.5 Risk Reporting to Management and the Board

- Types of information to report: -
  - Top risks (e.g., Top 5–10 key risks)
  - Emerging risks and trends
  - Changes in risk profile over time
  - High and critical residual risks
  - Status of mitigation actions and overdue items
  - Risk incidents and lessons learned
  - Key Risk Indicators (KRIs) and thresholds

- How to present risk information effectively:
  - Risk dashboards and heat maps
  - Executive summaries for management and BOD
  - Visual reporting (charts, trend lines, risk movement)
  - Clear articulation of risk impact on strategic objectives

- Reporting frequency and escalation: -
  - Monthly/quarterly reporting cycles
  - Escalation triggers for critical risks
  - Alignment with governance and committee structures

- Common expectations of BOD and Senior Management: -
  - Forward-looking insights (not just historical reporting)
  - Clear linkage between risks and organisational strategy
  - Actionable recommendations and risk response plans

2.6 Developing an Annual Risk Report

- Techniques to analyse the risk register: -
  - Aggregation of departmental risk registers into an enterprise view
  - Risk ranking and prioritisation based on risk scores
  - Trend analysis (year-on-year comparison, risk movement)
  - Identification of systemic risks across multiple departments
  - Clustering risks into strategic risk themes

- Assessing effectiveness of controls and mitigation: -
  - Evaluation of mitigation progress (completed vs outstanding actions)
  - Identification of recurring or persistent risks
  - Assessment of control weaknesses

- Key components of an Annual Risk Report: -
  - Executive summary for senior management and BOD
  - Overview of organisational risk profile
  - Top risks and key developments during the year
  - Emerging risks and forward-looking outlook

- Effectiveness of risk management practices
- Summary of incidents and lessons learned
- Recommended actions and priorities for the coming year

- Data visualisation techniques: -
  - Heat maps showing risk levels
  - Trend charts showing risk movement
  - Dashboards summarising key metrics
  - Risk appetite vs actual exposure comparison

2.7 Embedding Risk Management
- Integrating risk management into operational and strategic planning
- Aligning risks with KPIs and business objectives
- Building a risk-aware culture
- Communication and awareness strategies
- Critical success factors and common challenges

2.8 Practical Application
- Hands-on exercises on developing and reviewing risk registers
- Group work to identify and assess risks
- Simulation of risk reporting to management/BOD
- Preparing a mock annual risk report based on sample data
- Case studies relevant to the organisation's environment

2.9 Templates, Tools, Methodologies, and Techniques
- Standard Risk Register template (including risk description, causes, impacts, controls, risk ratings, mitigation plans, owners)
- Risk Assessment Matrix (likelihood vs impact scoring model)
- Risk Management Framework structure (aligned to ISO 31000 or COSO ERM principles)
- Risk Reporting templates (departmental reporting formats)
- Basic Key Risk Indicator (KRI) tracking tools
- Techniques such as:
  - Brainstorming and risk identification workshops
  - SWOT analysis (as a risk identification tool)
  - Root cause analysis
  - Risk prioritisation methods

3 Training Requirements

The Bidder shall fully comply with and fulfil all requirements specified below:

3.1 Training Course Requirements

The Bidder must provide the following documents:

3.1.1 An outline of the proposed course structure and content (full day face-to-face sessions, 8:30am – 5:00pm), including learning materials, delivery methods, exercises, case studies, and assessments.

3.1.2 Company profile, including experience in designing and delivering strategic alliances programmes. A list of past or current clientele and any relevant testimonials or performance feedback will be considered an advantage.

3.1.3 Trainer's Profile including qualifications, credentials, and details of relevant training experience. The trainer must possess a minimum of five years of experience in delivering similar programmes. Prior participant references or testimonials are encouraged. Trainers with relevant certifications are an added advantage.

3.1.4 Details of the proposed practical application of learning, including scenario-based exercises, case studies, facilitated discussions and other workshop-style activities designed to reinforce the application of learning outcomes.

3.1.5 Confirmation that all participants will receive comprehensive training materials in both printed (hard copy) and electronic (soft copy) formats. Both formats are mandatory.

3.2 Costing

All costs shall be clearly itemised and inclusive of all applicable fees, taxes, duties and any other associated charges. The Bidder shall provide a comprehensive cost breakdown and the proposed total programme cost shall include, but not be limited to, the following:

3.2.1 Training delivery fees
3.2.2 Professional fee per day (if applicable)
3.2.3 Training material fee per participant (hard copy required)
3.2.4 Freight charges for the training materials
3.2.5 Travel-related expenses for one (1) facilitator, including air ticket, hotel accommodation, ground transportation and other travel-related costs (with detailed cost breakdown provided)
3.2.6 Any additional benefits or resources offered (to be stated if at no cost).
3.2.7 Any optional add-ons available (to be specified with cost).

3.3 Training Venue

The training venue and refreshments will be arranged by Petroleum Authority. The Bidder shall provide a detailed list of all logistical requirements, including audio-visual equipment, IT facilities, internet access and training equipment and any other materials or resources required to ensure the effective delivery of the training programme.

3.4 Training Participants

3.4.1 Training participants are employees of Petroleum Authority holding technical and/or leadership roles. Any available slots may be offered to our key stakeholders.
3.4.2 The maximum and preferred number of participants is 25 participants to ensure quality of learning.

3.5 Training Methodology

Bidder to propose the training methodology as follows:

3.5.1 In-Person Training (Face-to-Face)
The training must be conducted physically to allow direct engagement between participants and the facilitator. Face-to-face delivery encourages active participation, fosters meaningful discussions, and enables immediate clarification of concepts through real-time interaction and feedback.

3.5.2 Workshop-Style Training
The session should be designed in an interactive workshop format, combining short presentations with practical group activities, role plays as well as in-depth case study analysis and discussions. This approach promotes experiential learning, allowing participants to apply concepts in real scenarios, critically evaluate complex issues, develop practical solutions and exchange insights with peers.

3.5.3 Physical Copy of Training Materials
Each participant should be provided with a printed set of training materials (e.g., slides, worksheets, case studies, and reference notes) for ease of note-taking and future reference. Providing hard copies supports engagement during the session and ensures participants can retain key learning resources post-training.

	3.6 Planned Schedule and Training Duration The training is targeted to be delivered within **November 2026 - January 2027, with November being the preferred month**. Details of the tentative dates will be shared and finalised with the successful bidder only. The training programme is to be delivered over three (3) consecutive training days unless otherwise approved by PA. **3.7 Training Assessment** The Bidder shall provide confirmation that both pre-training and post-training assessments will be conducted for each participant to evaluate knowledge improvement. The Bidder shall submit an indicative assessment timeline, including the proposed dates for the pre-training assessment before the training commences and the post-training assessment upon completion of the training programme. **3.8 Reporting** The Bidder shall provide confirmation that the following reports will be submitted within two (2) weeks of completing the training programme: 3.8.1 Summarised report on the evaluation of the pre-versus post training assessment. 3.8.2 Summarised report on the facilitator's feedback and general observations on participants.		

7 RATES AND PRICES

Contractors shall submit all cost elements as requested for the requested goods and/or services. Petroleum Authority may request further information not limited to further cost breakdowns, in additional to the Contractor's initial RFQ submission.

No.	Description	Unit of Measure	Quantity	Unit Price (BND)	Total Price (BND)
1	Provision for Inhouse Training on Risk Management for Petroleum Authority of Brunei Darussalam. Proposed cost must include: • Training delivery fees • Professional fee per day (if applicable) • Training material fee per participant (hard copy required) • Freight charges for the training materials • Travel-related expenses for one (1) facilitator, including air ticket, hotel accommodation, ground transportation and other travel-related costs (with detailed cost breakdown provided) • Any additional benefits or resources offered (to be stated if at no cost). • Any optional add-ons available (to be specified with cost).				
				TOTAL PRICE (BND)	

8 GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

To provide confirmation on Contractor's acceptability of the Purchase Order's Standard Terms and Conditions (Appendix 1) in which the successful Contractor will be required to enter into as per below.

9 BID VALIDITY

To provide confirmation on Contractor's bid validity for 30 calendar days from the RFQ closing date.

CONTRACTOR'S CONFIRMATION

I,__________________________ (Name) on behalf of _________________________(Company Name) hereby confirm:

(i) the acceptance of the Purchase Order's Standard Terms and Conditions under Appendix 1; and
(j) the bid is valid for 30 calendar days from the RFQ closing date as stated in Clause 3.1.

____
(Name and Signature)
(Name of Company)
(Company Stamp)

APPENDIX 1 | GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

- These Purchase Order General Terms and Conditions shall apply to the Contractor who performs Work or Services for Petroleum Authority in accordance with the Purchase Order.
- These Terms and Conditions shall be binding between Petroleum Authority and Contractor and supersede and replace any Contractor terms and conditions or previous Purchase Orders for the Work or Services in scope.
- These Terms and Conditions shall take precedence over any applicable 'INCOTERMS' as issued by the headquarters of the International Chamber of Commerce in Paris, France.
- In the event any special terms and conditions are agreed between the parties in the Letter of Award (if any) and the Purchase Order, those special terms and conditions shall take precedence over the terms contained in these Terms and Conditions.

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1 **Definitions** "Petroleum Authority" shall mean the person, persons, firm or company named in the Purchase Order to purchase the Work or Services hereinafter defined, and shall include Petroleum Authority's legal representatives, successors and assigns.

"Contractor" shall mean the person, persons, firm or company named in the Purchase Order to supply the Work or Services hereinafter defined, and shall include the Contractor's legal representatives, successors and assigns.

"Performance Date" shall mean the date(s) upon which the Work or Services shall be performed as specified in the Purchase Order.

"Work or Services" shall mean the work or services to be performed in accordance with this Purchase Order.

"Purchase Order" shall mean the contract formed by the acceptance of this Purchase Order and shall incorporate these Purchase Order Terms and Conditions as may be amended by any special terms referred to in this Purchase Order.

2 **Interpretation & Notices** All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondences and other documents shall be in the English language.

Nevertheless if for any reason, it is considered necessary by Petroleum Authority to give an instruction to the Contractor verbally in the first instance, the Contractor shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that, if the Contractor confirms in writing any such verbal instruction which is not contradicted in writing by Petroleum Authority without undue delay, it shall be deemed to be an instruction in writing by Petroleum Authority. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.
The Contractor has the obligation to assign at least one (1) point of contact within its organization and notify Petroleum Authority in writing in respect thereof, and inform Petroleum Authority in writing at least one (1) week in advance of any changes.

Petroleum Authority shall serve any notices to the Contractor via that point of contact, and Contractor notices to Petroleum Authority shall be sent by registered post, fax or email, or delivered in person to the following address:

Petroleum Authority of Brunei Darussalam
Block A, Bahirah Building
Jalan Dewan Majlis, BB3910
Negara Brunei Darussalam
Attention: Finance Department

Petroleum Authority notices to the Contractor shall be sent by registered post, fax or email, or delivered in person to the following address:

[Supplier's Name]
Attention:
[Supplier's Address]
[Telephone number] / [Fax number]

Such notices shall be deemed received (i) upon recipient's confirmation of receipt if faxed or email, (ii) upon delivery if hand-delivered or sent by registered post.

3 **Non-Exclusivity** This Purchase Order is non-exclusive and Petroleum Authority reserves the right to engage other contractors to perform similar or identical Work or Services. The Contractor shall afford such other contractors adequate opportunity to carry out their contracts and shall accomplish the Work or Services in cooperation with those contractors and with Petroleum Authority.

4 **Performance** The Contractor will perform the Work or Services for Petroleum Authority as specified in the Purchase Order, on the Performance Date. In the event that the Contractor is unable to perform the Work or Services on the Performance Date the Contractor shall notify Petroleum Authority at the earliest possible opportunity. Petroleum Authority and the Contractor shall endeavour to agree a mutually acceptable revised Performance Date. However, in the event that Petroleum Authority and the Contractor cannot agree, Petroleum Authority shall have the right to terminate the Purchase Order and recover from the Contractor the direct losses sustained as a result of the delay.

Unless otherwise agreed by Petroleum Authority, all Work or Services shall be performed at the place indicated in the Purchase Order during normal business hours. Partial performance of the Work or Services shall not be allowed unless there is prior agreement with Petroleum Authority.

Where applicable, Petroleum Authority and the Contractor shall meet upon a frequency that Petroleum Authority may choose, to review the general performance of the Purchase Order, discuss and establish as appropriate action plans to resolve any issues, if any.

Where applicable, Petroleum Authority and the Contractor shall develop and mutually agree on key performance indicators ("KPIs") within two (2) months after the effective date, to be monitored and periodically evaluated to ensure that Petroleum Authority's requirements are completely fulfilled. Immediate remedial action shall be prompted if the agreed KPIs are not achieved.

5 **Pricing, Payment & Taxes** The pricing in the Purchase Order is fixed and shall not be subject to any adjustment unless provided for elsewhere in the Purchase Order.

Petroleum Authority will pay for the Work or Services against the Contractor's invoice in the amounts specified in the Purchase Order within thirty (30) days of receipt of the Contractor's correct invoice, the receipt not being earlier than the acceptance of the Work or Services by Petroleum Authority unless otherwise stated in the Purchase Order.

If Petroleum Authority disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, Petroleum Authority shall notify the Contractor of the reasons and request the Contractor to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note Petroleum Authority shall be obliged to pay the undisputed part of a disputed invoice.

On settlement of any dispute, the Contractor shall submit an invoice for sums due and Petroleum Authority shall make the appropriate payment in accordance herewith.

The Contractor shall submit an invoice for the appropriate payment within one hundred and eighty (180) days from the date of acceptance of the Work or Services by Petroleum Authority. Petroleum Authority shall have no obligation to make payment for invoices received after this date.

All amounts invoiced under the Purchase Order shall be deemed to include all and any taxes, levies, social securities and other charges and duties imposed in connection with the provision of the Work or Services.

Petroleum Authority may withhold approval and/or payment due to the Contractor under this Purchase Order if the Work or Services (or any part thereof) are unsatisfactory as described in Clause 8.

6 **Access** Where applicable, the Contractor will allow Petroleum Authority to expedite and inspect any Work or Services that is required to be performed at the Contractor's premises on reasonable prior notice. Any expediting and inspection, or any failure to do so shall in no way relieve the Contractor of its obligations as specified in the Purchase Order.

7 **Standards & Specifications** The Contractor will ensure that the Work or Services will meet Petroleum Authority's requirements with regards to any standards, quality, workmanship, fitness for purpose, quantity or specifications, which are set out in the Purchase Order.

8 **Correction of Unsatisfactory Work or Services** The Contractor will remedy or rectify any Work or Services (or any part thereof) that is unsatisfactory. The Contractor's obligation shall cease 12 months from the performance of the Work or Services.

9 **Patent Indemnity** The Contractor shall save, indemnify, defend and hold harmless Petroleum Authority from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Contractor under the Purchase Order except where such infringement necessarily arises from the job specification and/or Petroleum Authority's instructions.

However, the Contractor shall use its reasonable endeavours to identify any infringement in the job specification and/or Petroleum Authority's instructions of any patent or proprietary or protected right, and should the Contractor become aware of such infringement or possible infringement then the Contractor shall inform Petroleum Authority immediately.

Petroleum Authority shall save, indemnify, defend and hold harmless the Contractor from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of Petroleum Authority under the Purchase Order or the use by the Contractor of the job specification or materials or equipment supplied by Petroleum Authority.

10 **Acceptance** Acceptance shall be from the time when a duly authorised employee or representative of Petroleum Authority accepts the Work or Services as having been completed, and where such Work or Services are not performed unsatisfactorily in any way and comply with the Purchase Order. In the event that unsatisfactory Work or Services or any breach of the Purchase Order is identified by Petroleum Authority, it shall be deemed not to have accepted the Work or Services until such time as such unsatisfactory performance or breach is remedied by the Contractor.

Such acceptance shall be within a reasonable time of performance of the Work or Services, but shall be without prejudice to the Contractor's liability for any unsatisfactory Work or Services or any breach of the Purchase Order that is not identified by such duly authorised employee or representative of Petroleum Authority at the time of acceptance.

11 **Termination** The Purchase Order may be terminated as follows:-

(i) Either party may terminate the Purchase Order in the event that the other party is in breach of a condition of the Purchase Order; or

(ii) Petroleum Authority may terminate the Purchase Order upon written notice to the Contractor if (i) Contractor is in breach of its obligations and, if such breach can be remedied, fails to resolve said breach withina period of thirty (30) days after having received such written notice, or (ii) Contractor commits a breach which cannot be resolved; or

(iii) Either party may terminate the Purchase Order by serving a written notice to the other party if a Force Majeure (Clause 18) lasts for more than thirty (30) consecutive days; or

(iv) Petroleum Authority may terminate the Purchase Order immediately upon written notice to the Contractor, if the Contractor becomes bankrupt or insolvent, or if the

Contractor's business is placed in the hands of a receiver whether by voluntary act of the Contractor or if the Contractor undergoes any proceeding equivalent to the earlier; or

(v) Petroleum Authority may terminate the Purchase Order at its convenience by serving a forty-five (45) days prior written notice to the Contractor.

In the event of termination, the only remaining commitment will be for Petroleum Authority to pay for Work or Services already accepted by Petroleum Authority but not yet paid for. Provided there is no breach of the Contractor's obligations, in such event Petroleum Authority shall pay, and the Contractor shall accept in settlement of all claims under the Purchase Order, such sums as shall reasonably compensate it for all Work or Services done and obligations assumed by it in performance of the Purchase Order prior to its termination and for all Work and Services reasonably done by the Contractor in giving effect to such termination.

12 **Insurance** Petroleum Authority and the Contractor shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the Purchase Order and at law.

13 **Confidentiality** Petroleum Authority and the Contractor shall keep the Purchase Order and any information which either party may learn about the other in strict confidence, and will not disclose the same to any third party without the prior written consent of the other party.

The Contractor shall not publicize information that Petroleum Authority has engaged with the Contractor nor use Petroleum Authority's name in any website, brochure, advertisement or publication.

14 **Variations** With reasonable prior notice, Petroleum Authority shall have the right to make variations to the Purchase Order. Should such variation(s) prompt an increase or decrease in costs, the Contractor shall notify Petroleum Authority within three (3) working days from the receipt of such variation notice. Failure by the Contractor to do so shall represent an unconditional disclaimer by the Contractor to make a claim for any variations and be deemed acceptance to perform the variation under the relevant circumstances.

The Contractor shall not have the right to make variations to the Purchase Order unless expressly agreed by Petroleum Authority. The Contractor shall discuss any variations to the Purchase Order and agree on resulting changes to any of the details shown in the Purchase Order.

15 **Force Majeure** Neither Petroleum Authority nor the Contractor shall be responsible for any failure to fulfil any term or condition of the Purchase Order if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence as hereunder defined, which has been notified in accordance with this Clause and which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

For the purposes of this Purchase Order only the following occurrences shall be considered as force majeure:

(i) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;

(ii) Ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(iii) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

(iv) Earthquake, flood, fire, explosions and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;

(v) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party its sub-contractors or its suppliers and which affect a substantial or essential portion of the Work or Services;

(vi) Maritime or aviation disasters; and

(vii) Changes to any general or local Statute, Ordinance, Decree, or other Law, or any regulation or by-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, law, regulation or bye-law.

16 **Transfer of Purchase Order** Neither Petroleum Authority nor the Contractor shall at any time sub-contract or assign any part of their respective rights or obligations under this Purchase Order to any other person, without first obtaining the other party's prior consent which shall not unreasonably be withheld or delayed. Any purported assignment without such consent shall be null and void. Nevertheless, Petroleum Authority shall have the right to assign, in whole or in part, its rights and obligations under the Purchase Order to any of its Affiliates.

The Contractor shall be responsible for the performance, acts or omissions of its sub-contractors as if it was their own performance, acts or omissions.

17 **Applicable Law, Invalidity and Severability** The validity, construction and performance of this Purchase Order shall be governed by the laws of Brunei Darussalam. Any dispute between the parties, which is not resolved amicably, shall be subject to the jurisdiction of the Courts of Brunei Darussalam.

If any provision of this Purchase Order shall be found by the Brunei Courts to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Purchase Order and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Petroleum Authority and the Contractor agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision that achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

Petroleum Authority enters into the Purchase Order for itself. Notwithstanding the above:

(i) the Contractor agrees to look only to Petroleum Authority for the due performance of the Purchase Order and nothing contained in the Purchase Order will impose any liability upon; and

(ii) Petroleum Authority is entitled to enforce the Purchase Order for itself. For that purpose Petroleum Authority may commence proceedings in its own name to enforce all obligations and liabilities of the Contractor.

18 **Audit Rights, Record Keeping** The Contractor shall maintain, either physically, by electronic media or on microfilm, all books, accounts, records, original documents and information related to the Purchase Order in connection therewith for a period of five (5) years after the Purchase Order's end date. Such records and information shall include at a minimum all invoices for payment submitted by the Contractor to Petroleum Authority along with supporting documentation. The Contractor shall ensure that any related third-party contractors comply with the requirement of this Clause.

Petroleum Authority shall have the right to audit all information, rates and costs and expenses related to the Purchase Order at any time during and within five (5) years after its expiry. Petroleum Authority shall have the right to reproduce and retain copies of any of the aforesaid records or information. Where required by Petroleum Authority, the Contractor shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with Petroleum Authority.

Upon Petroleum Authority's request the Contractor will, as soon as reasonably practicable, provide Petroleum Authority with all records relating to the Purchase Order which are created or kept by any related third-party contractors.