



**WORKSHOP FOR WOMEN ENTREPRENEURS:
How to Best Engage
in International Trade**

 21 APRIL 2023

 HANOI, VIET NAM





SESSION # 1

WELCOME REMARKS

Chu Hong Minh
Asian Development Bank



SESSION # 2

Challenges for SMEs in International Trade

Nguyen Thi Thu Trang
VCCI



Thách thức và Cơ hội cho SME trong Thương mại quốc tế



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Liên đoàn Thương mại và Công nghiệp Việt Nam

Nội dung chính

01

TMQT và Thách thức cho SME

02

TMQT và Cơ hội cho SME

03

Một vài nhận nhủ



01

**Thương mại quốc tế
–
Thách thức với SME**

Thách thức khách quan

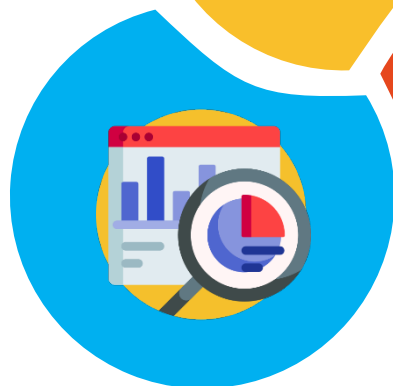
Cạnh tranh toàn cầu

- Đối thủ cạnh tranh nhiều, mạnh
- Thị trường lạ, rủi ro cao
- Cầu khác biệt, dễ thay đổi



Các tác động khác

- Các tác nhân địa chính trị
- Xu hướng tiêu dùng mới (bền vững, theo thời điểm...)



Chính sách của nước nhập khẩu

- Các biện pháp tại biên giới: Thuế quan, Phi thuế quan, Phòng vệ thương mại
- Các biện pháp nội địa: Thuế phí nội địa, Các quy tắc/chính sách quản lý đối với thương mại
- Chính sách thương mại từng thời kỳ

Thách thức khách quan

Thị trường nhập khẩu	Nguồn nhập khẩu		Các biện pháp phi thuế đối với hàng nhập khẩu từ VN			
	Nguồn chủ yếu (tổng >99%)	Tổng thị phần NK top 10	Rau quả tươi (Chương 07,08)	Các chế phẩm từ thịt, cá (Chương 16)	Gỗ, sản phẩm gỗ (Chương 44)	Dệt may (Chương 50-63)
Nhật Bản	64	67,8% Việt Nam: thứ 10 (2,9%)	24, trong đó: SPS (10) TBT (6)	13, trong đó: SPS (7) TBT (3)	19, trong đó: SPS (4) TBT (10)	10, trong đó: TBT (6)
Trung Quốc	79	59,6% Việt Nam: thứ 10 (3,5%)	50, trong đó; SPS (22) TBT (19)	42, trong đó: SPS (18) TBT (17)	45, trong đó: SPS (13) TBT (20)	41, trong đó: SPS (9) TBT (18)
Hàn Quốc	71	66,9% Việt Nam: thứ 7 (3,7%)	48, trong đó: SPS (24) TBT (11)	50, trong đó: SPS (27) TBT (13)	38, trong đó: SPS (16) TBT (15)	37, trong đó: SPS (10) TBT (19)
Hoa Kỳ	77	68,6% Việt Nam: thứ 6 (4%)	46, trong đó; SPS (30) TBT (9)	49, trong đó: SPS (27) TBT (11)	25, trong đó: SPS (11) TBT (8)	37, trong đó: SPS (10) TBT (14)
EU	66	68,6% Việt Nam: thứ 16 (1,2%)	31, trong đó: SPS (19) TBT (6)	28, trong đó: SPS (16) TBT (4)	18, trong đó: SPS (6) TBT (7)	36, trong đó: SPS (12) TBT (13)

Thách thức chủ quan



Năng lực cạnh tranh

- Sản phẩm (chất lượng, số lượng)?
- Trình độ quản trị, chuyên môn, năng suất lao động?
- Quy mô vốn, khả năng tiếp cận nguồn vốn?
- Ký kết và thực thi hợp đồng (pháp lý, tài chính)



Năng lực kết nối

- Xúc tiến thương mại?
- Kết nối đối tác, tiếp cận chuỗi phân phối?



Khả năng ứng phó

- Với các biến động thị trường?
- Với các biện pháp chính sách của thị trường nhập khẩu?

Theo Cục phát triển doanh nghiệp, Bộ Kế hoạch và đầu tư (2022):



Khoảng **878.600** DN đang hoạt động
 trong đó **97,2%** là DNNVV

↑ **2,8%**

DN lớn

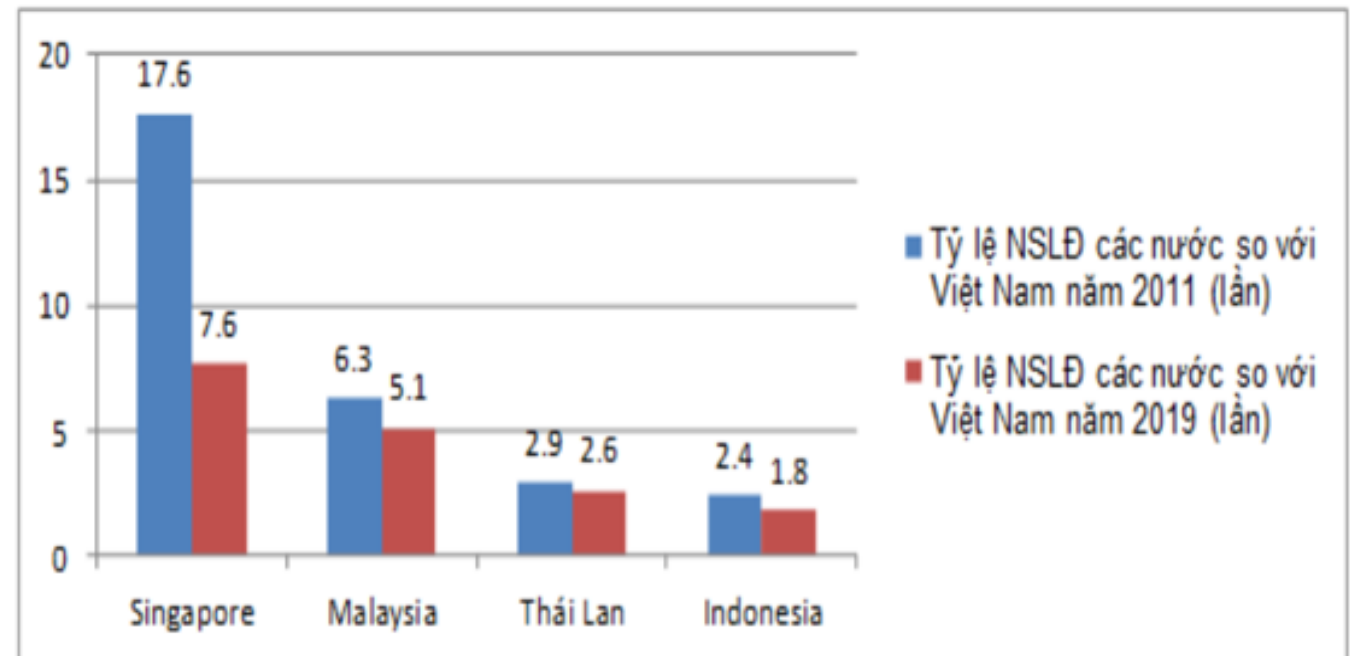
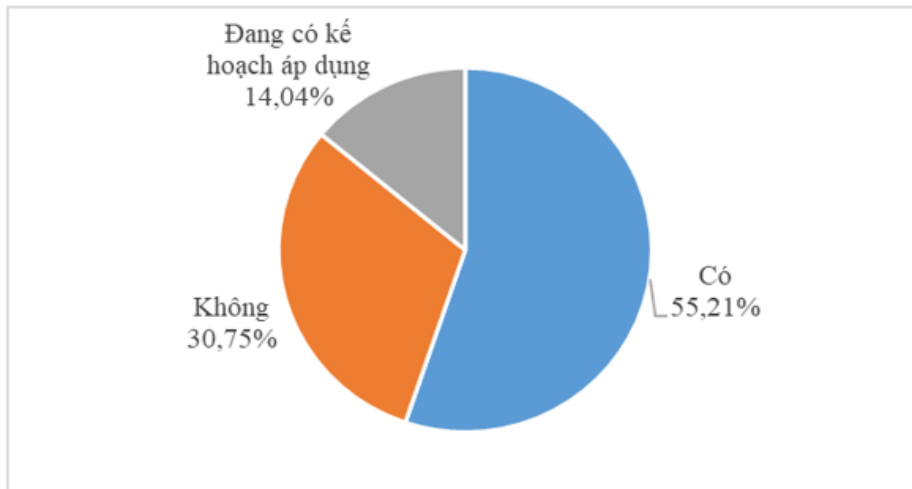
↑ **3,5%**

DN vừa

↑ **93,7%**

DN siêu nhỏ

Tỷ lệ DNVVL có khả năng tự chủ về công nghệ





02

Thương mại quốc tế - Cơ hội với SME

Cơ hội từ WTO



Luật chơi thống nhất, tự do

- Thuế
- Biện pháp phi thuế
- Các nguyên tắc, khung khổ thương mại chung

Sân chơi công bằng



- Các nguyên tắc không phân biệt đối xử
- Các biện pháp đối xử đặc biệt và khác biệt
- Cơ chế giải quyết tranh chấp



Cơ hội cạnh tranh

- Ưu đãi thuế quan (nhập khẩu đầu vào, xuất khẩu đầu ra)
- Tiết giảm chi phí tuân thủ (hải quan, biện pháp phi thuế)
- Quyền tiếp cận các gói thầu mua sắm công (trực tiếp dự thầu, cung cấp hàng hóa tham gia thầu)

Cơ hội từ các FTA

Cơ hội kết nối

- Cam kết mở cửa đầu tư, dịch vụ xuyên biên giới
- Quảng bá gián tiếp
- Tham gia vào chuỗi sản xuất xuất khẩu
- Thương mại điện tử



Cam kết thuế quan trong CPTPP và EVFTA

Cam kết thuế đối với hàng XK

Mức cam kết	EU-UK cam kết cho VN	Đối tác CPTPP cam kết cho VN
Xóa bỏ thuế quan ngay khi Hiệp định có hiệu lực	85,6% số dòng thuế	78-95% số dòng thuế
Xóa bỏ thuế quan theo lộ trình	99,2% số dòng thuế	97-100% số dòng thuế
Lộ trình	Thường: 3-7 năm Nhạy cảm: Hạn ngạch thuế quan (0,8% số dòng thuế)	Thường: 5-10 năm Nhạy cảm: Trên 10 năm hoặc hạn ngạch thuế quan

Cam kết thuế đối với hàng NK

Mức cam kết	VN cam kết cho EU-UK	VN cam kết cho đối tác CPTPP
Xóa bỏ thuế quan ngay khi Hiệp định có hiệu lực	48,5% số dòng thuế	65,8% số dòng thuế
Xóa bỏ thuế quan theo lộ trình	07 năm: 91,8% số dòng thuế 10 năm: 98,3% số dòng thuế	04 năm: 86,5% số dòng thuế 11 năm: 97,8% số dòng thuế
Lộ trình	Thường: 07-10 năm Nhạy cảm: <ul style="list-style-type: none"> Hạn ngạch thuế quan hoặc Không cam kết (một số dòng ô tô) 	Thường: 4-11 năm Nhạy cảm: <ul style="list-style-type: none"> Lộ trình 16 năm hoặc Hạn ngạch thuế quan Không cam kết (một số dòng ô tô)

Cam kết phi thuế trong các FTA

Về hàng rào kỹ thuật trong thương mại (TBT)

- Quy định về ghi nhãn hàng hóa
- Giới hạn tiêu chuẩn với một số loại hàng hóa (ô tô, mỹ phẩm, dược phẩm, đồ uống có cồn)

Về biện pháp vệ sinh dịch tễ, an toàn thực phẩm (SPS)

- Cách thức áp dụng SPS khẩn cấp
- Miễn hoặc giới hạn các biện pháp thanh tra doanh nghiệp xuất khẩu

Khác

- Miễn thủ tục hợp pháp hóa lãnh sự
- Minh bạch hóa, giới hạn cách sử dụng các biện pháp chống bán phá giá, chống trợ cấp

Ưu tiên dành cho SME trong các FTA

Trợ cấp, hỗ trợ cho SME

- Cam kết về quyền trợ cấp, hỗ trợ cho SME của các thành viên (EVFTA)
- Bảo lưu riêng của Việt Nam dành cho SME (khoản cho vay, bảo hiểm, bảo lãnh từ Chính phủ cho SME chung hoặc SME Việt Nam - CPTPP)

Mua sắm công

Bảo lưu của Việt Nam về ưu đãi cho SME

- Trong các gói thầu mua sắm công thông thường
- Trong các gói thầu mở cửa cho nhà thầu CPTPP



Doanh nghiệp Nhà nước, DN độc quyền chỉ định

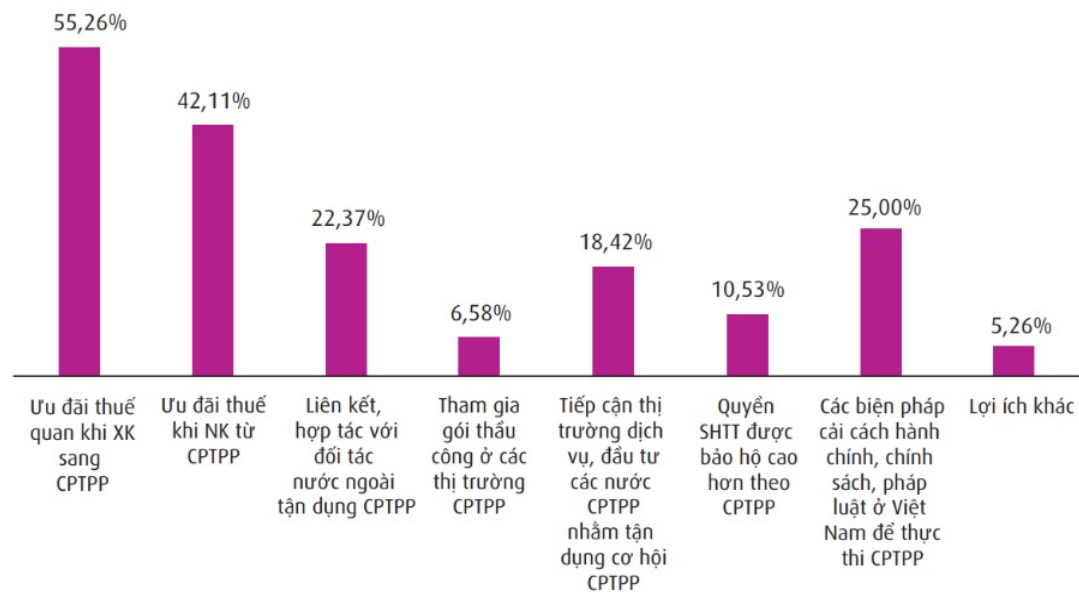
Bảo lưu của Việt Nam về quyền chỉ đạo các DN này (trong các giao dịch theo chương trình cụ thể của Chính phủ):

- Phải cân nhắc các yếu tố khác ngoài yếu tố thương mại, và
- Dành ưu đãi cho SME VN trên lãnh thổ VN

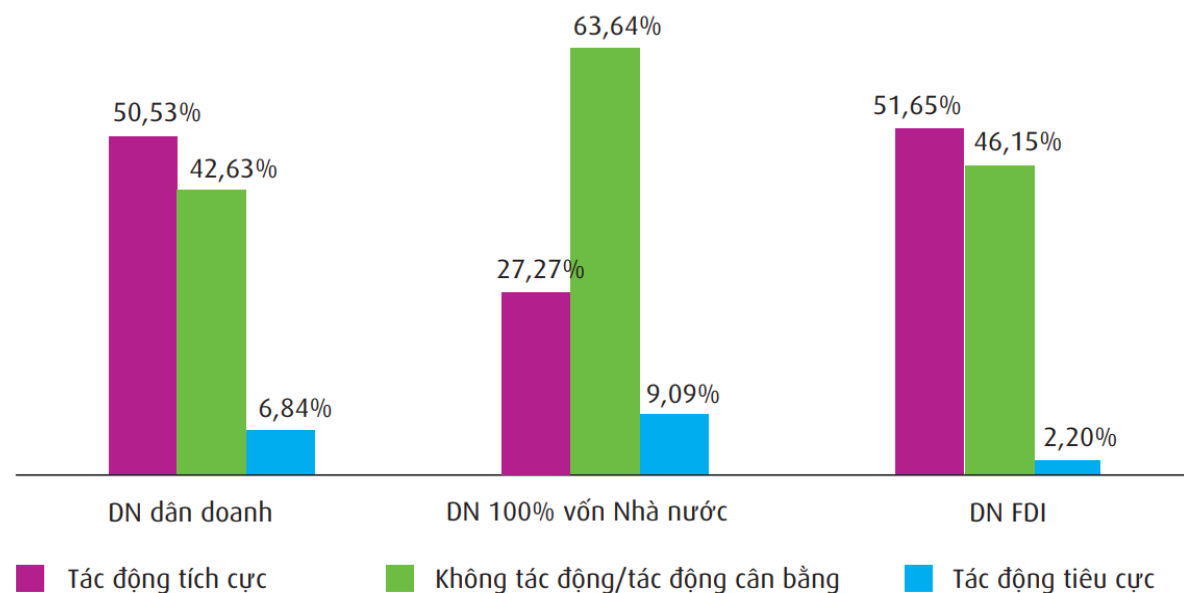


Khảo sát DN sau 02 năm thực hiện CPTPP – VCCI, 2020

Các lợi ích mà CPTPP mang lại cho doanh nghiệp

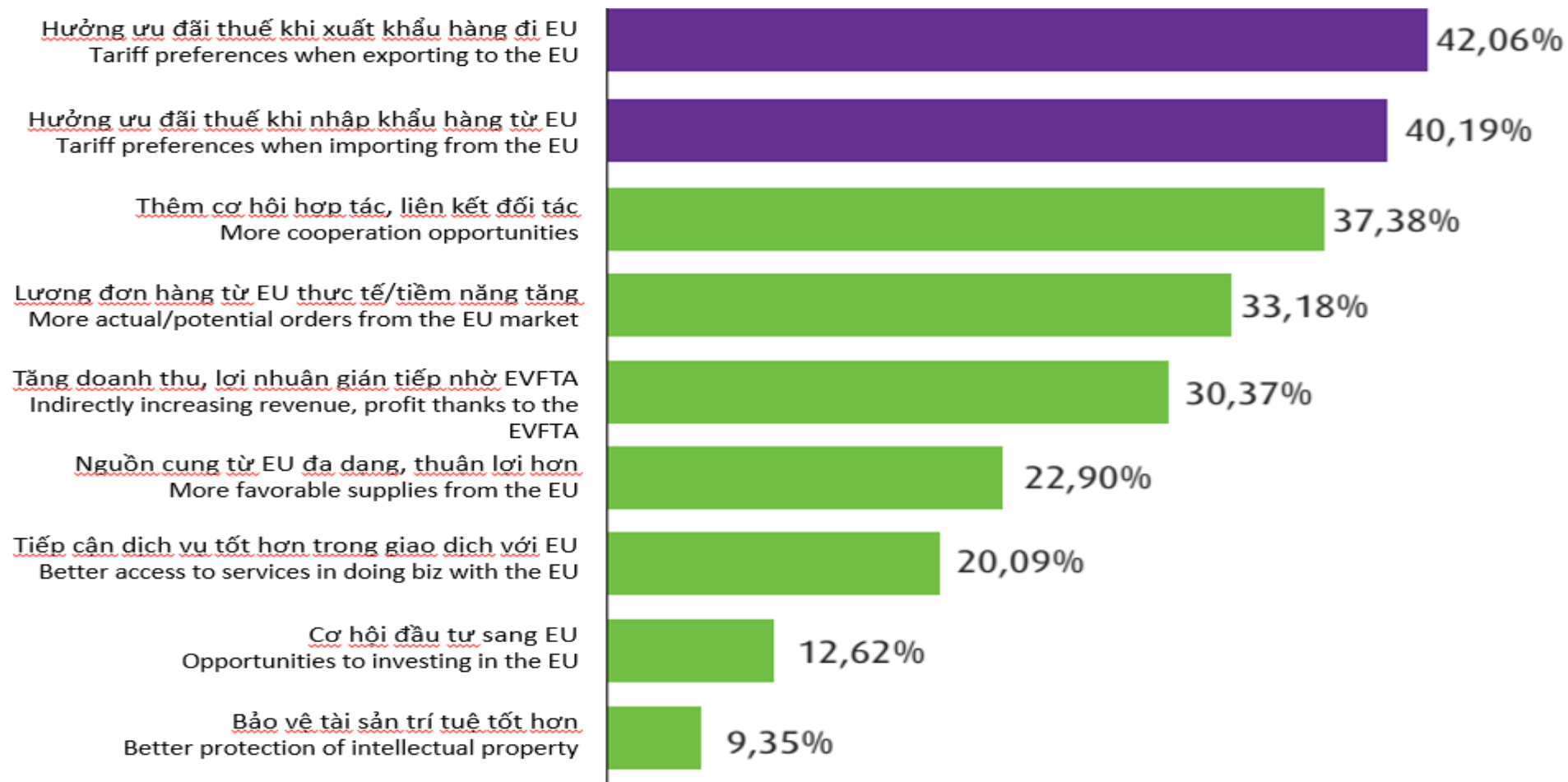


Tác động của CPTPP theo nhóm doanh nghiệp





Khảo sát DN sau 02 năm thực hiện EVFTA – VCCI, 2022



Những cơ hội khác

Các chương trình hỗ trợ SME quốc tế

- Các tổ chức quốc tế: UN, OECD, WB, etc
- Các Chính phủ
- Các tổ chức phi chính phủ



Chính sách hỗ trợ SME trong nước

- Luật hỗ trợ SME và các văn bản
- Các chương trình hỗ trợ SME

03

Một vài nhấn nhủ

01

TMQT trong bối cảnh mới: Thách thức cho SME nhiều, Cơ hội nhiều hơn

02

Tận dụng cơ hội từ TMQT: Sự chủ động của SME là quan trọng

03

Có nhiều hình thức hỗ trợ cho SME (i) Nhà nước cần tận dụng không gian;
(ii) SME cần tự mình tiếp cận

Xin cảm ơn!

**TRUNG TÂM WTO VÀ HỘI NHẬP
LIÊN ĐOÀN THƯƠNG MẠI VÀ CÔNG NGHIỆP VIỆT NAM**

Địa chỉ: 9 Đào Duy Anh, Đống Đa, Hà Nội

SĐT: 024 3577 1458

Email: banthuky@trungtamwto.vn

Website: trungtamwto.vn / wtocenter.vn





SESSION # 3

International Trade and Finance

Vincent O'Brien

ICC

WORKSHOP FOR WOMEN ENTREPRENEURS

📅 21 APRIL 2023

📍 HANOI, VIET NAM

- **Financing International Trade – the Fundamentals**
 - Trends in Global Trade
 - Agreeing the International Contract of Sale
 - International Trade Terms (INCOTERMS)
 - Commercial, Bank and Country Risk
 - Documentary Credit Workflow
 - Quiz
- **Bank Guarantees & Standby Letters of Credit**
 - Types of Guarantees & Standby Letters of Credit
 - Counter Guarantees / Guarantees issued by Local banks
 - Applicable rules and practice
- **Case Studies**
 - Issuing an Irrevocable Import Documentary Credit (physical handout provided)
 - Examining Documents under Irrevocable Export Documentary Credit (physical handout provided)



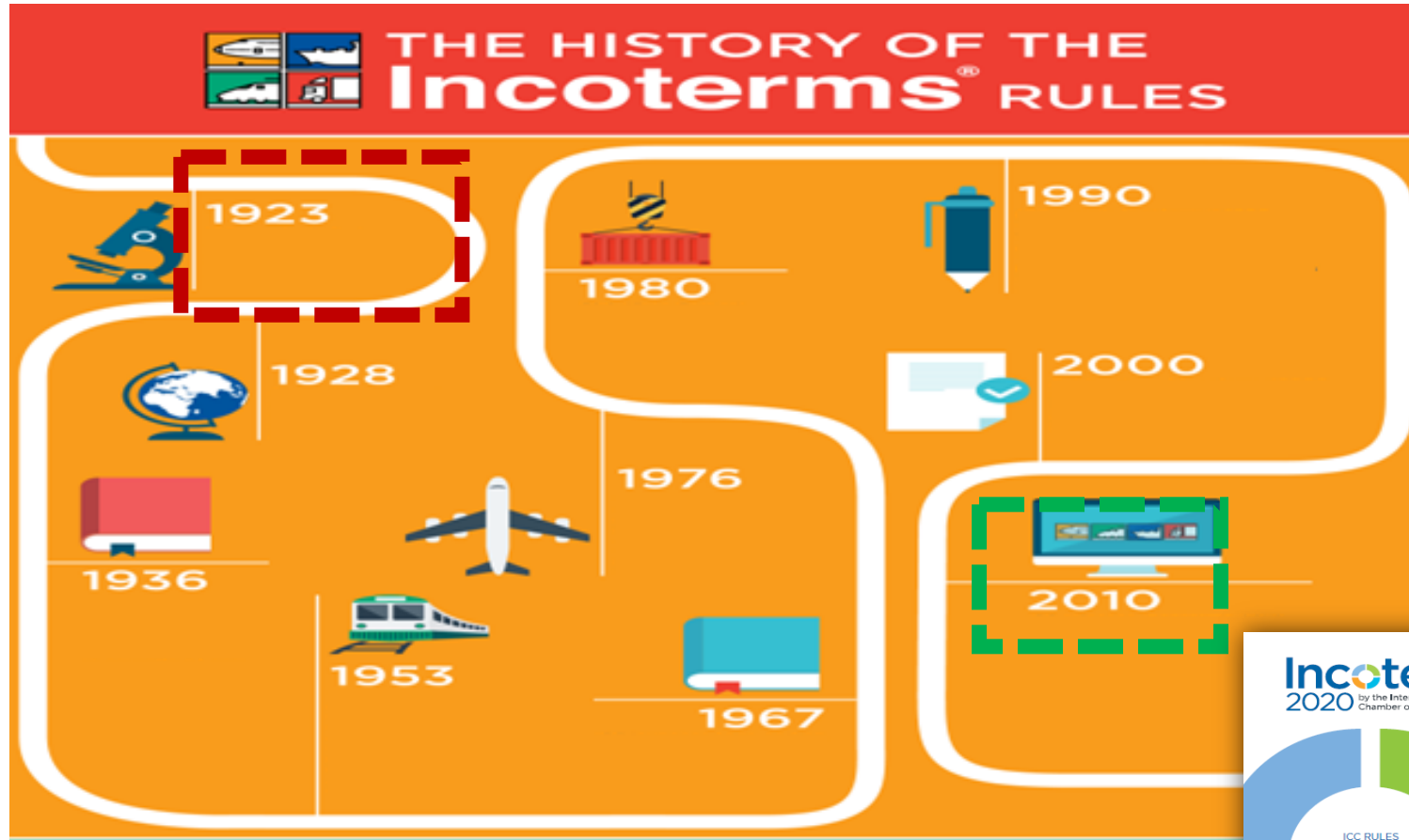
Incoterms

– standardized international commercial terms

international commercial terms



History of the Incoterms Rules



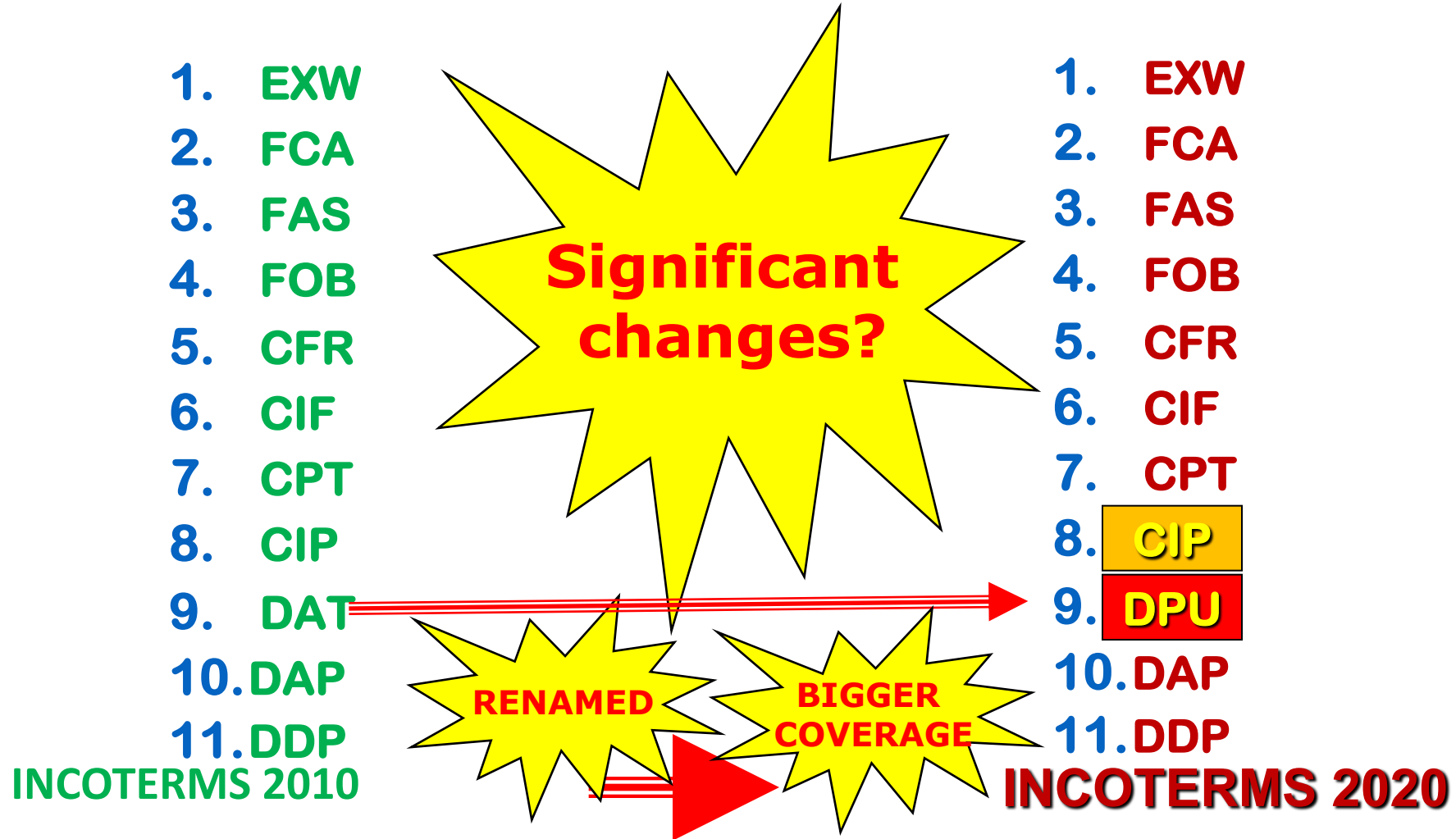
Articles in Incoterms



ARTICLES IN INCOTERMS® 2020 RULES

Obligations of the Seller		Obligations of the Buyer	
A1	General obligations	B1	General obligations
A2	Delivery	B2	Taking delivery
A3	Transfer of risks	B3	Transfer of risks
A4	Carriage	B4	Carriage
A5	Insurance	B5	Insurance
A6	Delivery/transport document	B6	Delivery/transport document
A7	Export / import clearance	B7	Export / import clearance
A8	Checking / packaging / marking	B8	Checking / packaging / marking
A9	Allocation of costs	B9	Allocation of costs
A10	Notices	B10	Notices

Significant Changes





Incoterms

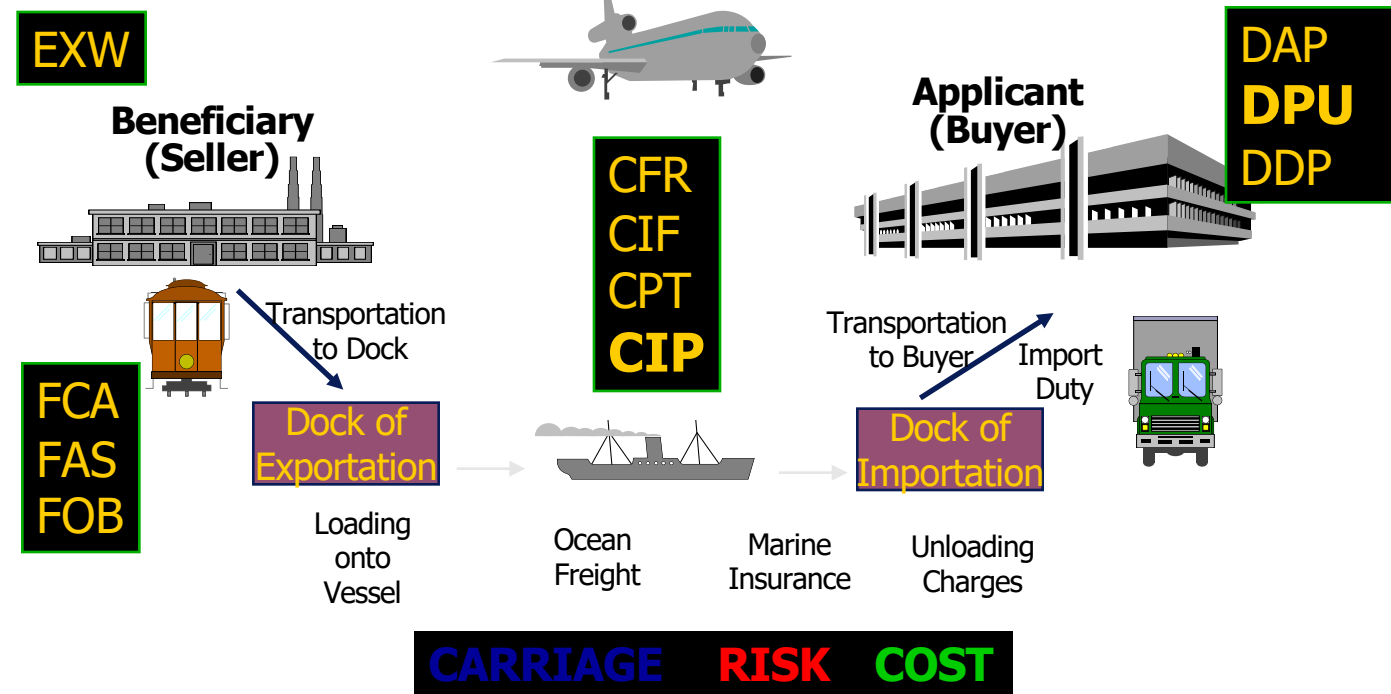
- First Published in 1936
- **International Rules**



1936 – 1957 – 1967 – 1974 – 1980 – 1990 – 2000 – 2010

INCOTERMS

...international contract terms



Risk?

Risk?

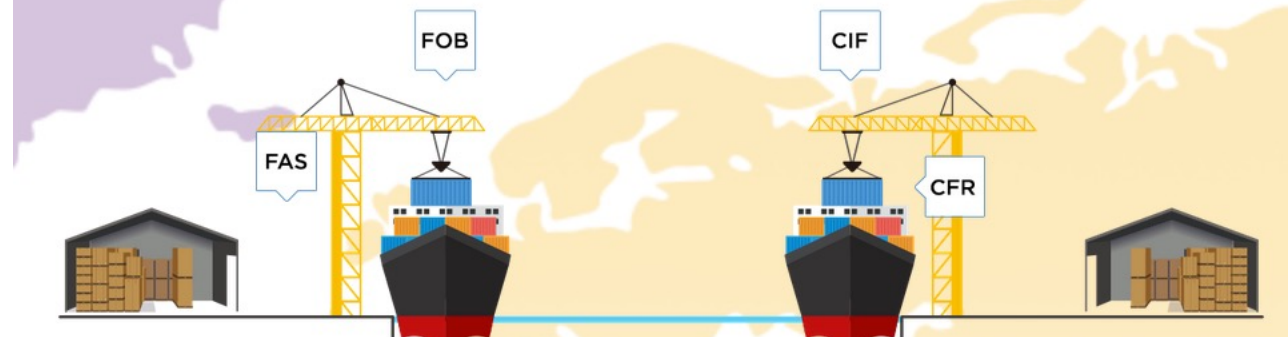


Rules for modes of transport

Rules for any mode or modes of transport

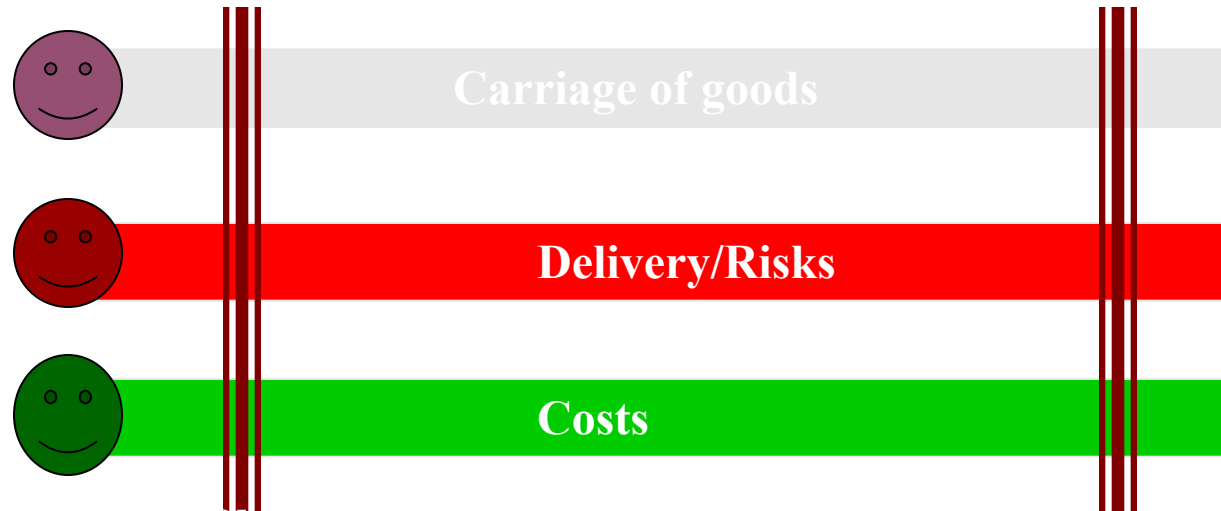


Rules for sea and inland waterway transport



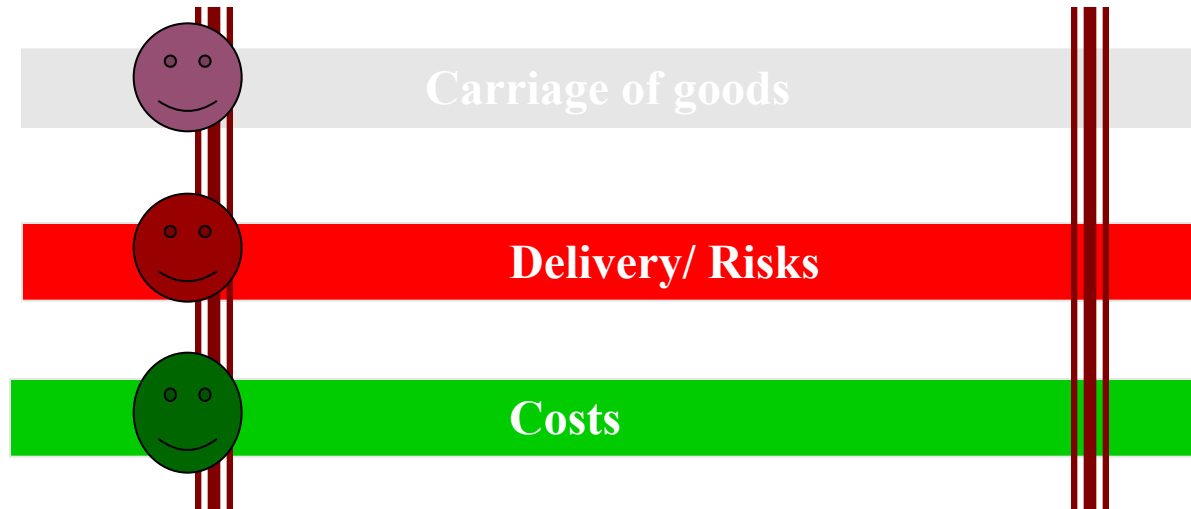


- EXW (..named place)



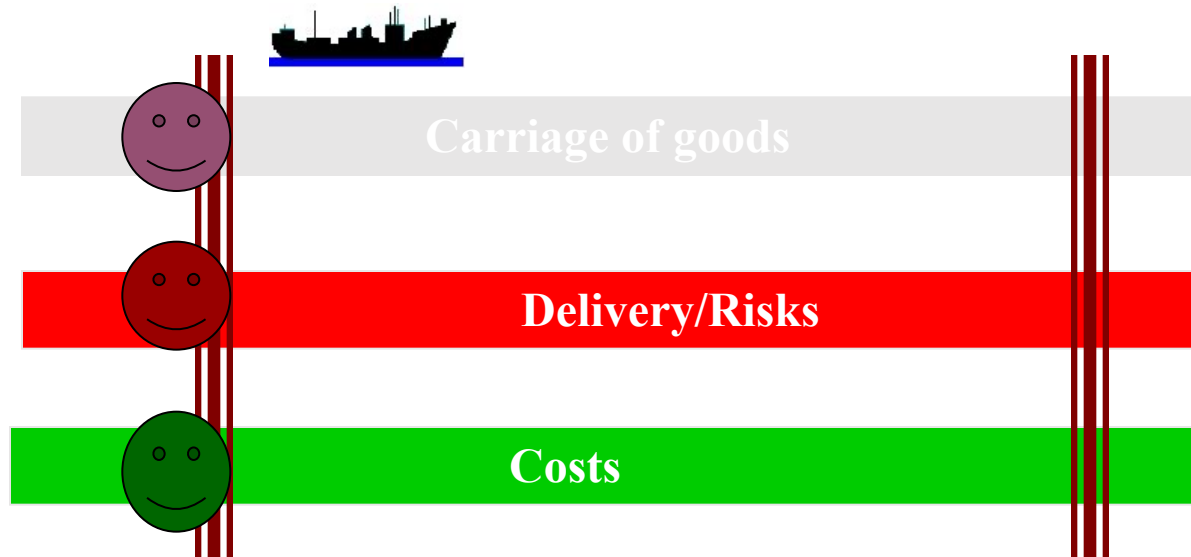


- FCA (..named place)



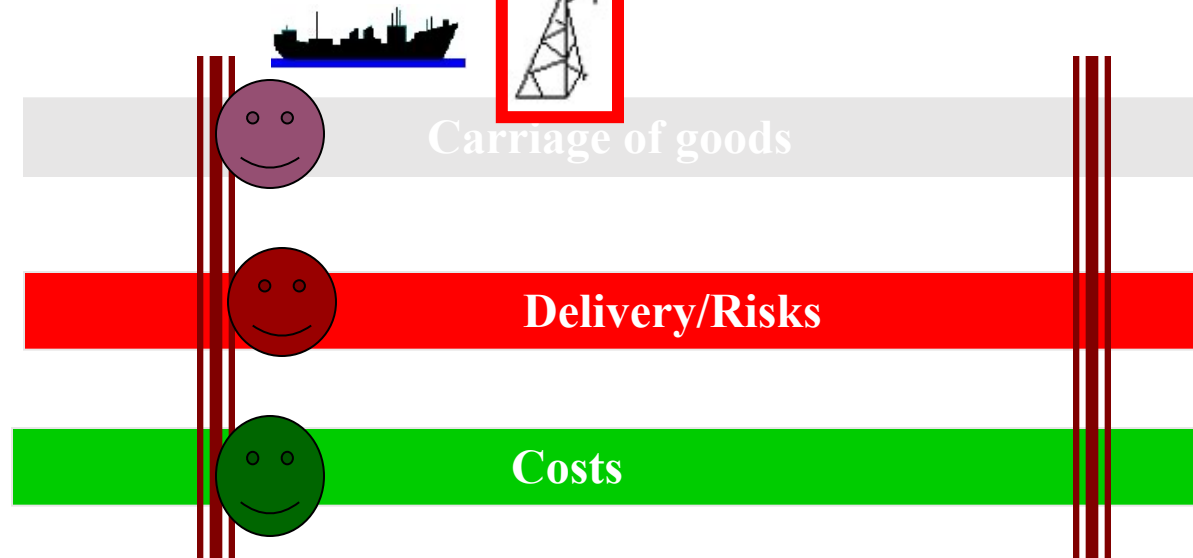


- FAS (..named port of shipment)



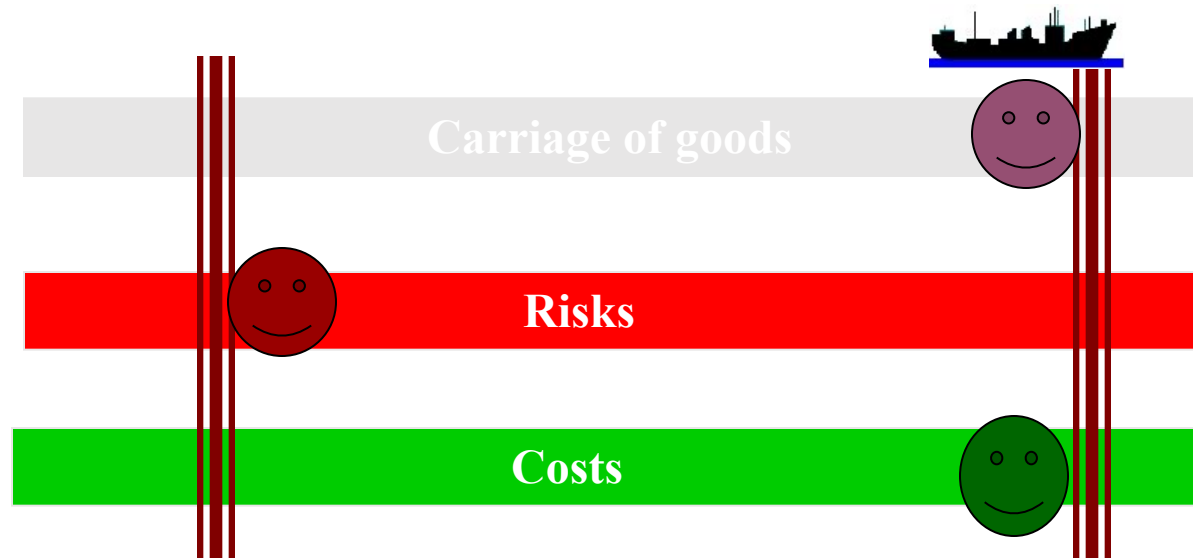


- FOB (..named port of  ment)





- CFR (..named port of destination)





- CIF (..named port of destination)



This COVID-19 is problematic for us!

We shipped on the basis of CIF **PORT B** (INCOTERMS 2020) in line with your advices at seminars.

The goods were loaded on board the vessel **VIN** at **PORT A** for destination **PORT B**

The problem is that due to lockout at port of destination the goods could not be unloaded and the buyer is suffering acute delay in delivery of the goods, plus demurrage etc.

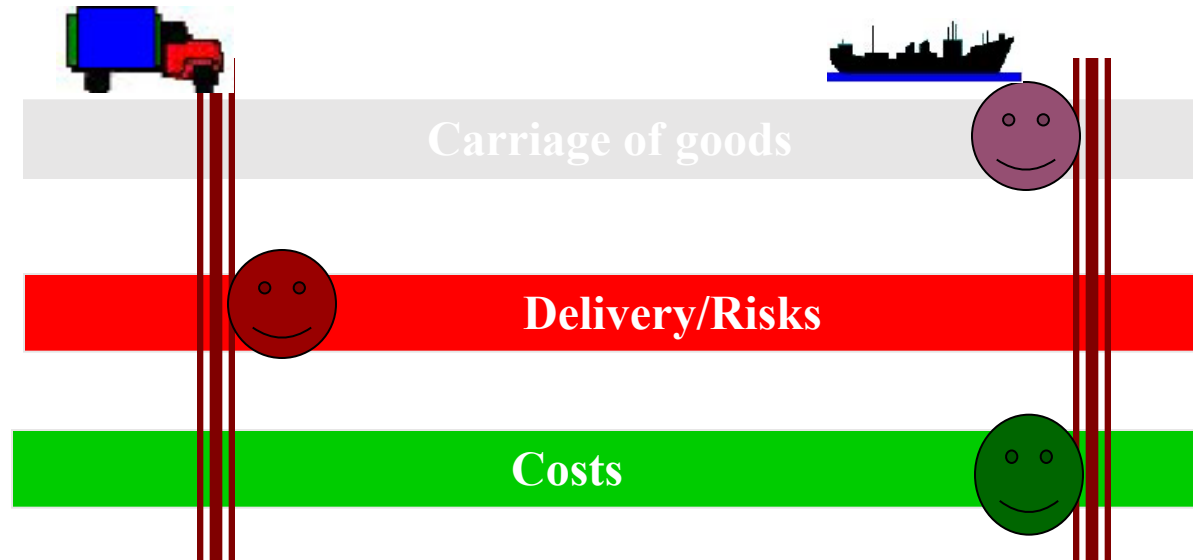
The buyer has holding back payment due to Force Majeure at the port of discharge which he says is unexpected and beyond his control as it is state driven lockdown for health purposes.

What can I do as if goods not delivered and we will lose payment rights?

Aashi

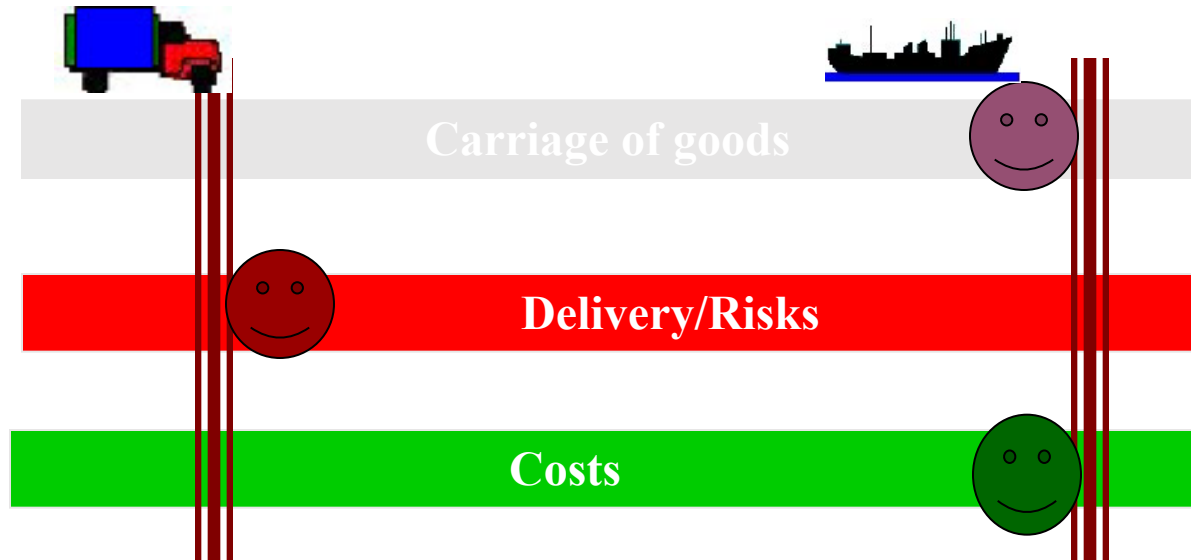


- CPT (..named **PLACE** of destination)





- CPT (..named **PLACE** of destination)

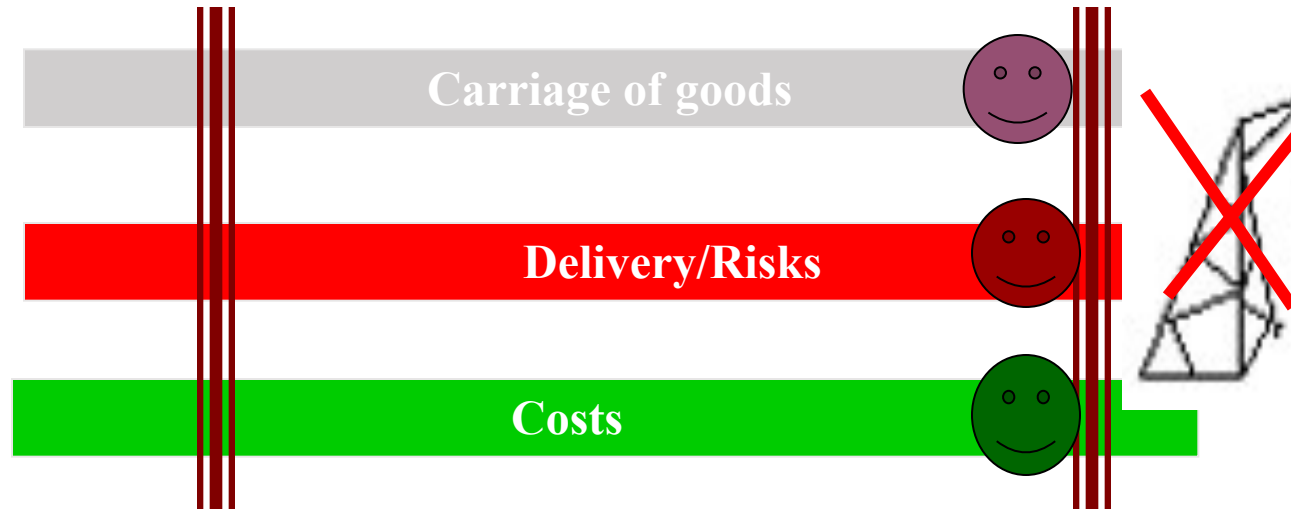


EXW - FCA - CPT - **CIF - DAP** - DPU - DDP - FAS - FOB - CFR - CIF



DELIVERED AT PLACE

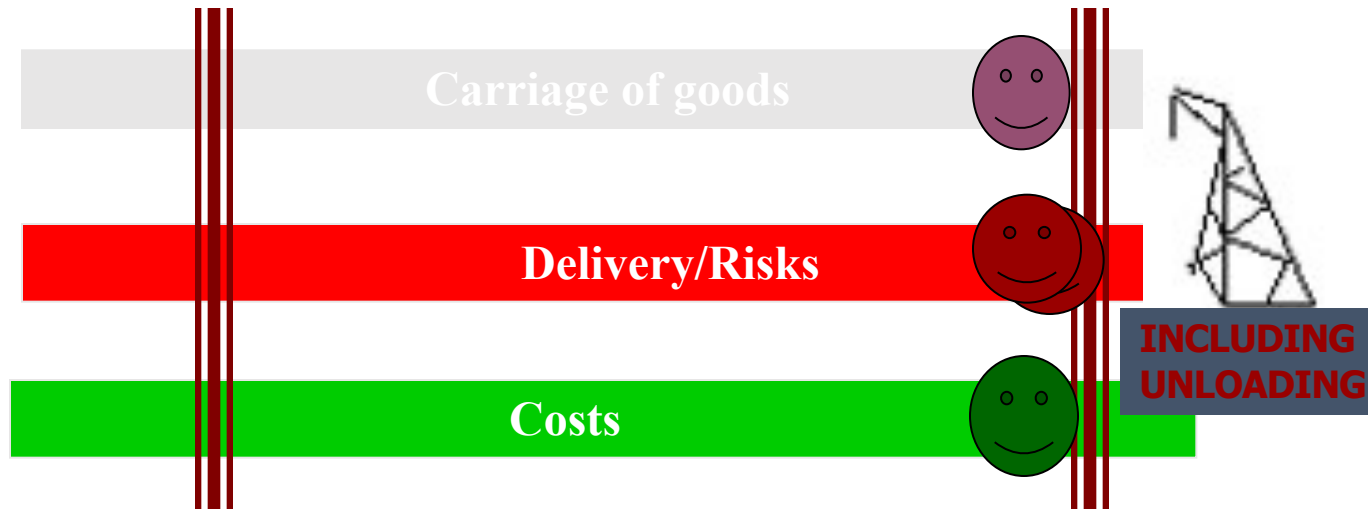
DAP (insert named place of destination)



EXW - FCA - CPT - CIP - **DAP - DPU** - DDP - FAS - FOB - CFR - CIF



DELIVERED AT PLACE UNLOADED



Methods of Payment



EXPORTER



IMPORTER

Payment...
...Risk!...
export finance?

Performance...
...Risk!...
...import finance...



EXPORTER



IMPORTER

Documentary Credit Workflow

What is the UCP?



- UCP 600
- ISBP
- URC 522
- ISP98
- URDG 758
- URR 725
- INCOTERMS



Effective from 1st July 2007

ICC Uniform Customs
and Practice for

Documentary Credits 2007 REVISION



UCP
600



International Chamber of Commerce
The world business organization

Effective from 1st July 2007

*ICC Uniform Customs
and Practice for*

**Documentary
Credits** 2007 REVISION



ICC
International Chamber of Commerce
The world business organization

1933	UCP # 82	First
1951	UCP # 151	
1962	UCP # 222	
1974	UCP # 290	
1983	UCP # 400	
1993	UCP # 500	
2007	UCP # 600	

Letters of Credit Advanced Workshop

COMMERCIAL RISK – BANK RISK - COUNTRY RISK

BRIDGING THE RISK



Payment...
...Risk!...
export finance?



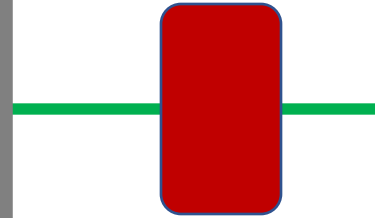


EXPORTER

S.W.I.F.T Letter of Credit in favour of Jordan Heavy Industry
Issued by First Bank of Japan, Tokyo Japan.

FIN MESSAGE (1 : F01SWAABET0AXXX0170000754)
700 issue of a documentary credit (2 : 1700SWAABET0XXXN)

:27 sequence of total : 1/1
:40A form of documentary credit : IRREVOCABLE
:20 documentary credit number : 123457
:31C date of issue : 97/07/01
:31D date and place of expiry : 97/09/30 Dublin
:50 applicant : Orient Construction
123 Bird of Paradise Boulevard
Tokyo
:59 beneficiary : Jordan Heavy Industry
67 Hill Street
Dublin
:32B currency code amount :
amount
:41A available with/by - swift addr : EXDBIE2D
EXPORT DEVELOPMENT BANK
BY PAYMENT
:42C drafts at : SIGHT DRAWN ON EXPORTER
:43P partial shipment : NOT PERMITTED
:43T transshipment : NOT PERMITTED
:44A on board/dispatch : DUBLIN PORT
:44B for transportation : TOKYO PORT
:44C latest date of shipment : 97/09/09
:45A descr goods and/ : 125000 UNITS OF
CIF TOKYO, JAPAN
:46A documents required :
+COMMERCIAL INVOICE
+DETAILED DESCRIPTION
+INSURANCE CERTIFICATE
ALL RISKS AS PER INSTITUTE
CLAIMS PAYABLE IN JAPAN
+CERTIFICATE OF QUALITY
+FULL SET 3/3 CLEAN ON BOARD
CONSIGNMENT TO ORDER FIRST BANK
TOKYO MARKED FREIGHT
:47A additional conditions :
THE NUMBER AND DATE OF THIS CREDIT AND THE NAME OF
OUR BANK MUST BE QUOTED ON ALL DOCUMENTS REQUIRED
:71B charges : ALL CHARGES OUTSIDE JAPAN ARE FOR THE BENEFICIARY'S
ACCOUNT
:48 period for presentation : WITHIN 21 DAYS OF THE ISSUE OF THE TRANSPORT DOCUMENTS
BUT WITHIN THE VALIDITY OF THE CREDIT
:49 confirmation instructions : CONFIRM
:78 instructions to pay/acc/leg bk :
WE AUTHORISE YOU TO CLAIM ON OUR ACCOUNT NO 8899876
WITH INTER BANK NEW YORK AT MATURITY. SUBJECT TO
UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY
CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF
COMMERCE PUBLICATION NO 500 FORWARD ORIGINAL
DOCUMENTS DIRECT TO US BY COURIER.
)
(5 : (MAC : 32EFFDD7) AUTHENTICATION RESULT
(CHK : F4D3AC6C8805) Checksum Trailer
END

Performance...
...Risk!...
...import finance...



IMPORTER

That Contract may take a number of different forms:



From ...

To ...



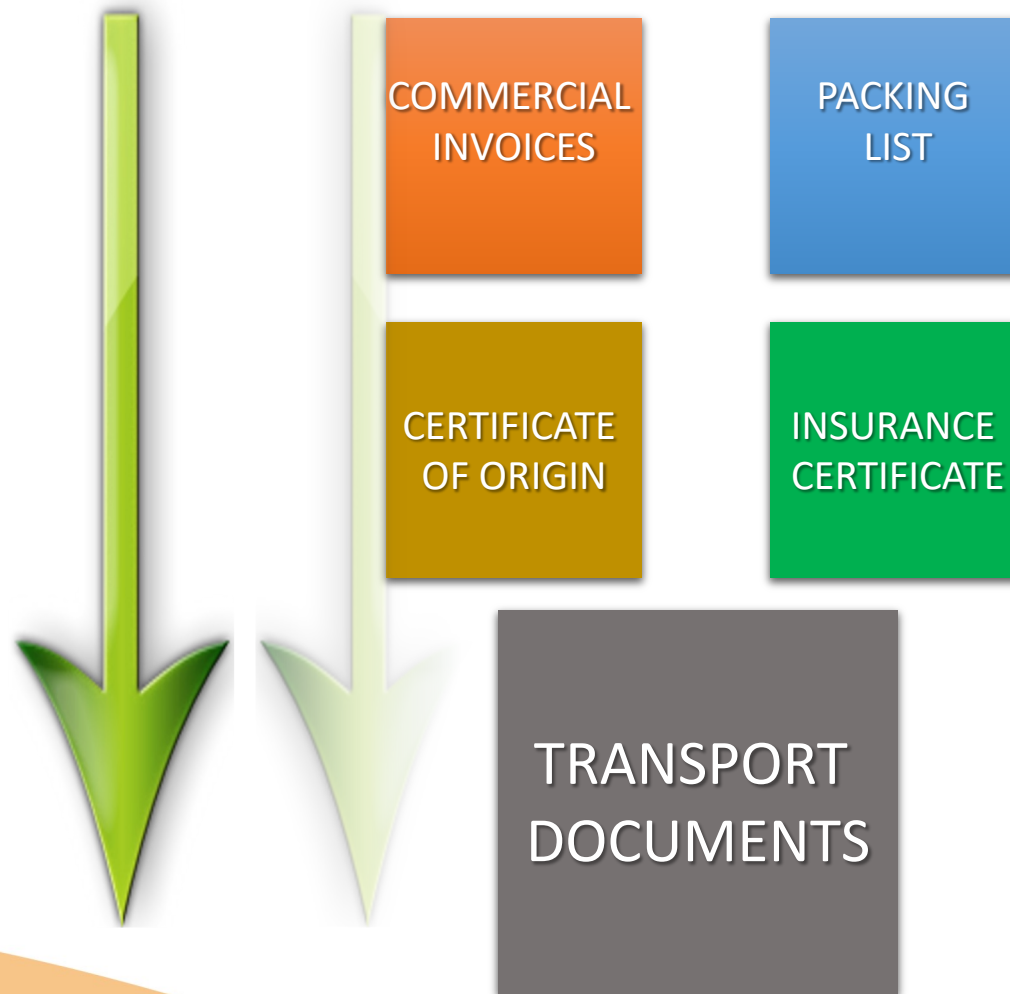
The Role of Documents in International Trade.

- Evidence of specific fact or action.
- Presentation of Documents (evidence) to banks under Collections or Letters of Credit.

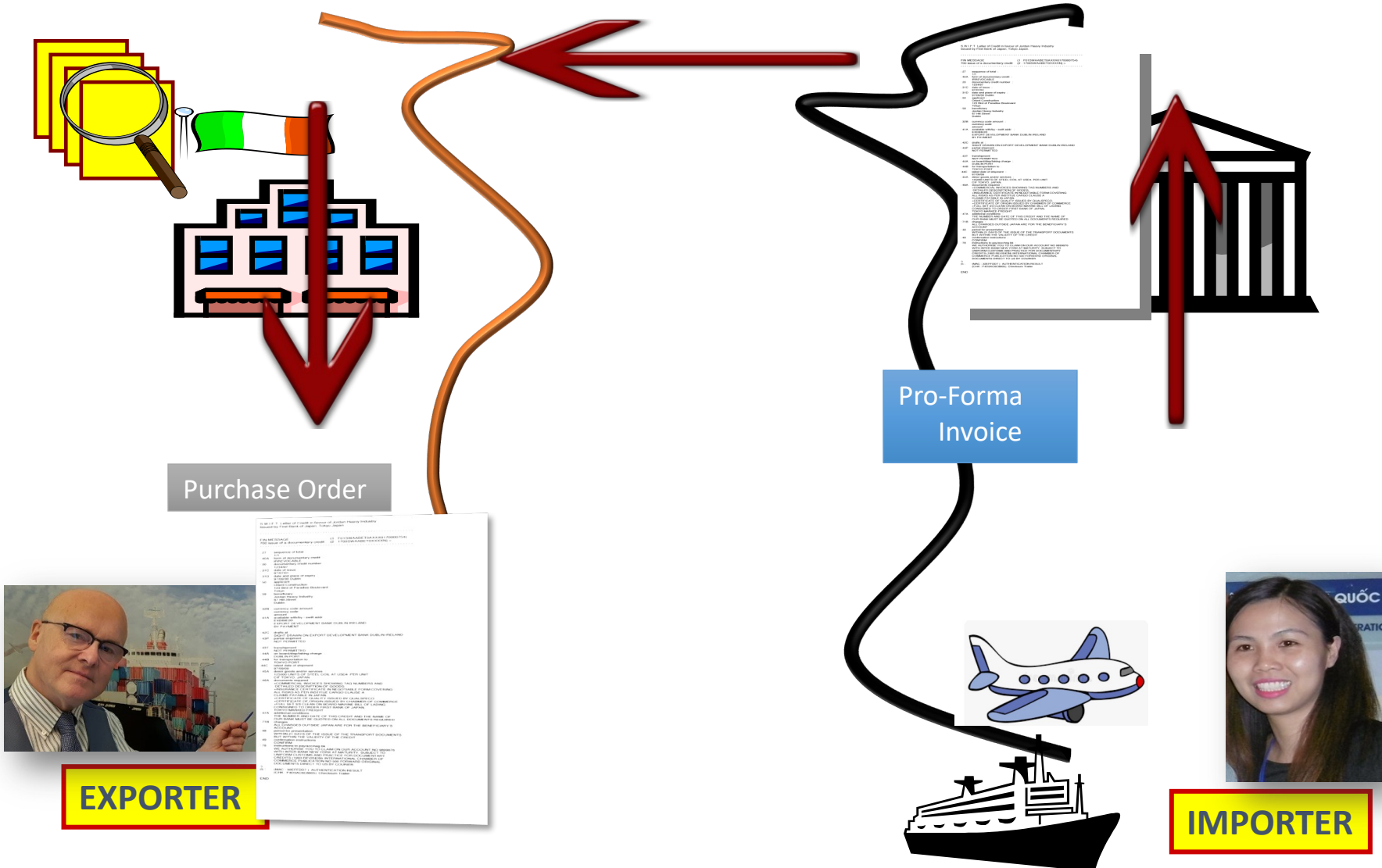


Documents

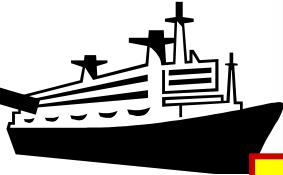
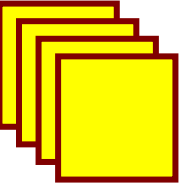
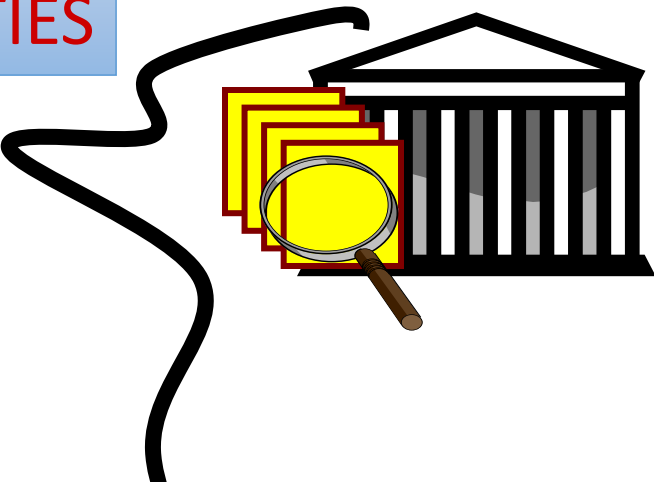
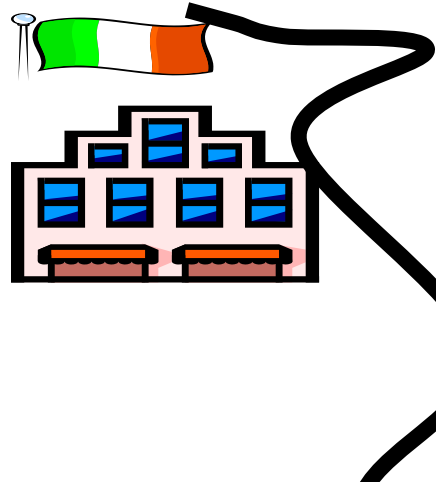
Financial or Commercial



THE PARTIES COMMERCIAL CREDIT



THE PARTIES



EXPORTER

Letter of Credit in favour of Jordan Heavy Industry issued by First State of Japan - Tokyo, Japan

1. IN MESSAGE 21 FOLLOWING IS A KIXXI TORIISHI
2. IN MESSAGE 22 FOLLOWING IS A TORIISHI TORIISHI

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28 Bill of lading
29 Invoice
30 Certificate of origin
31C Bill of lading
31D Bill of lading
32 Bill of lading
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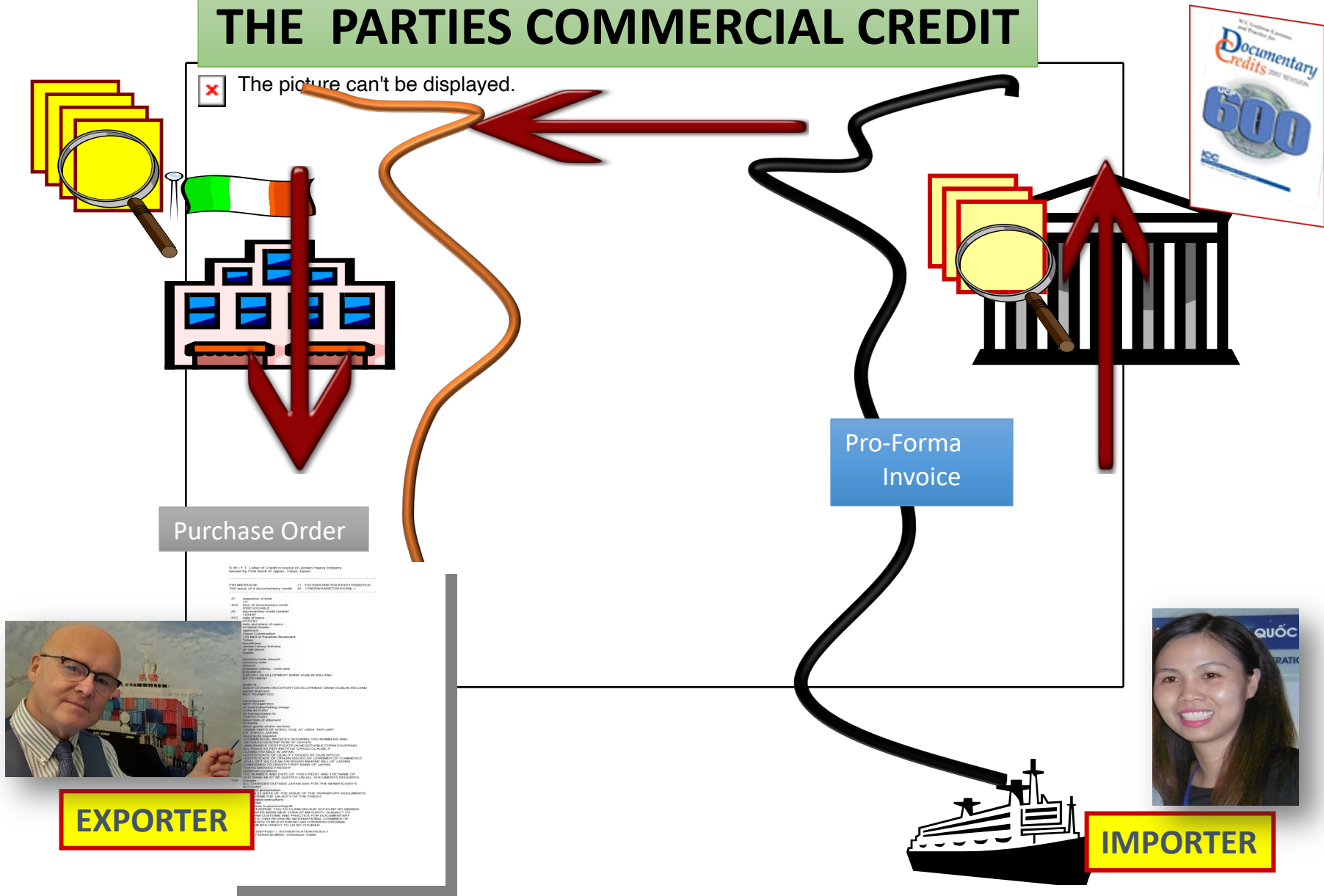
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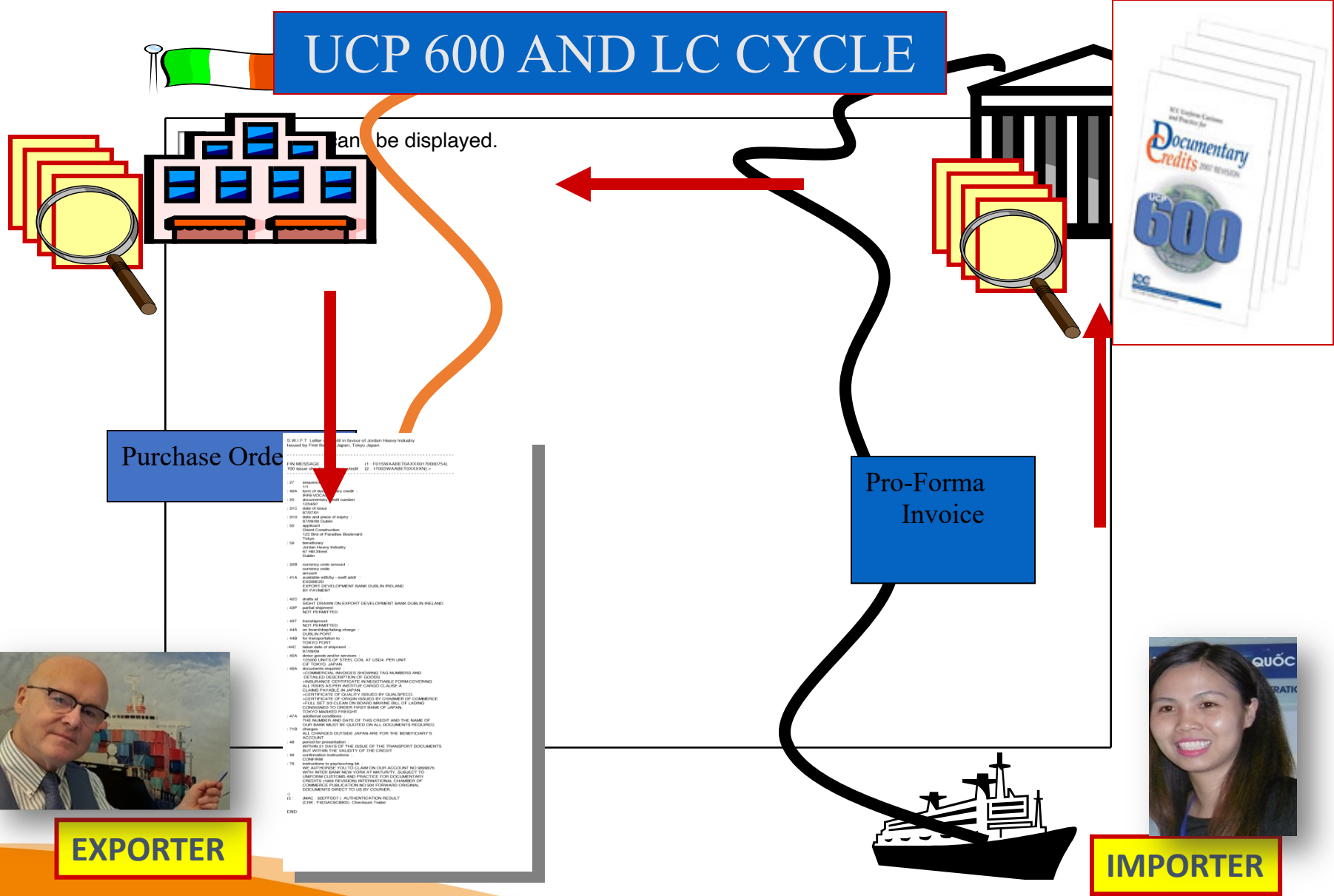
IMPORTER

THE PARTIES COMMERCIAL CREDIT



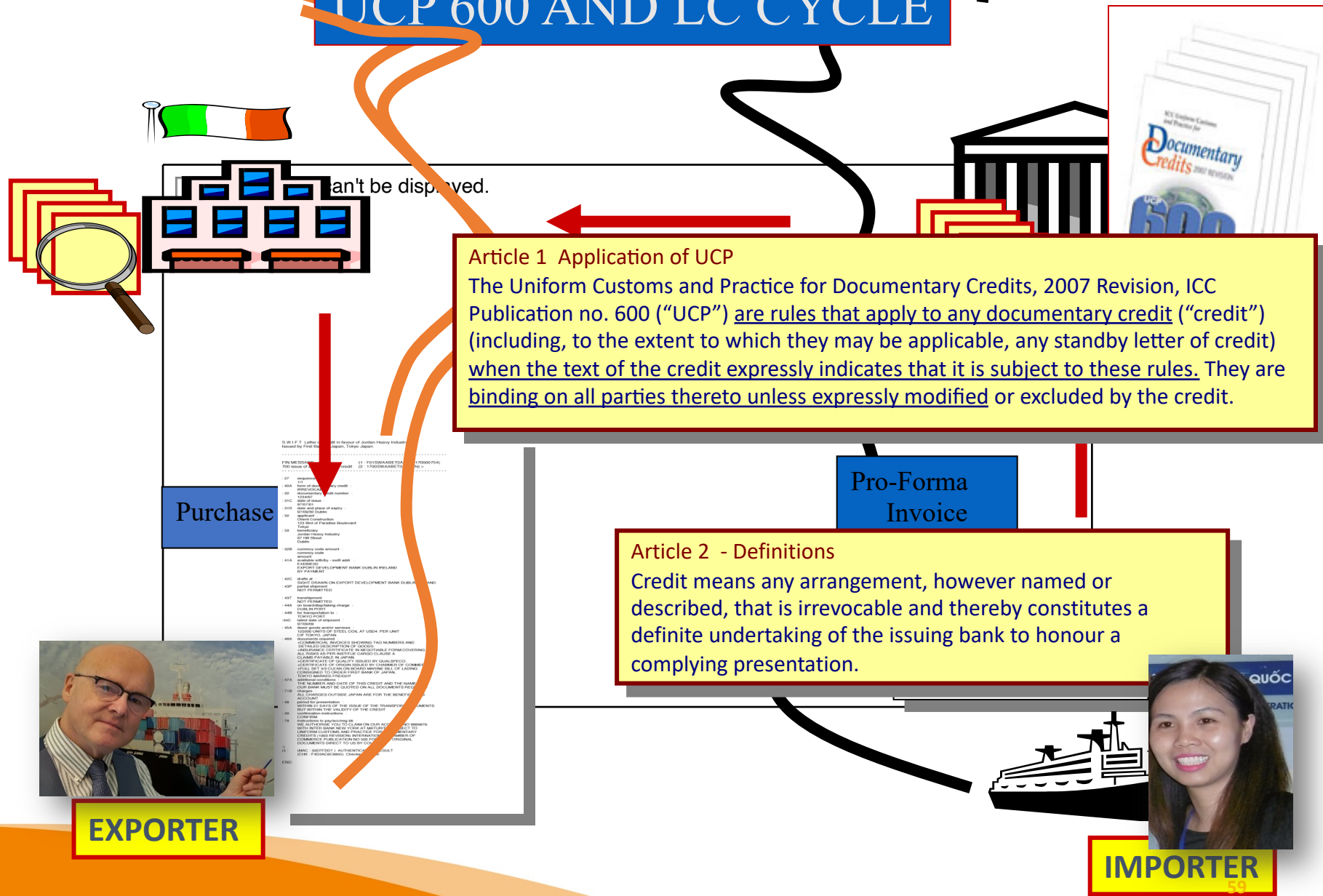
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UCP 600 AND LC CYCLE



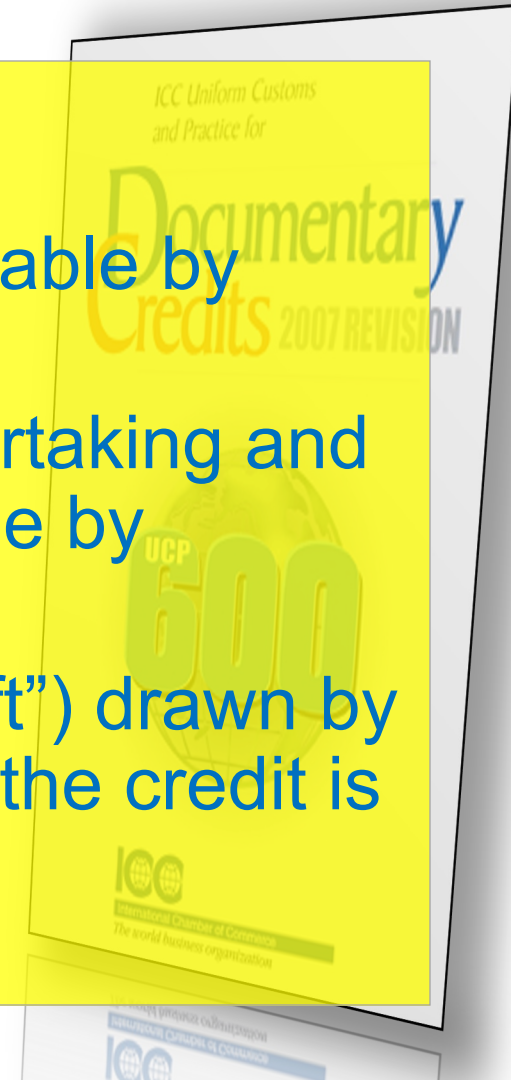
Technical Analysis

UCP 600 AND LC CYCLE



The UCP 600 concept of Honour

- Honour means:
 - a. to pay at sight if the credit is available by sight payment.
 - b. to incur a deferred payment undertaking and pay at maturity if the credit is available by deferred payment.
 - c. to accept a bill of exchange (“draft”) drawn by the beneficiary and pay at maturity if the credit is available by acceptance.



Letters of Credit Advanced Workshop

Section – I – Technical Analysis

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BANK OF IRELAND DUBLIN
BY SIGHT **PAYMENT** AGAINST PRESENTATION OF DOCUMENTS

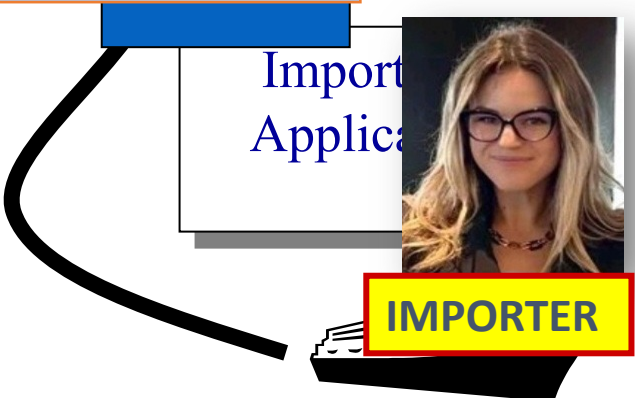
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BY **ACCEPTANCE** OF DRAFTS AT 180 DAYS FROM SHIPMENT DATE

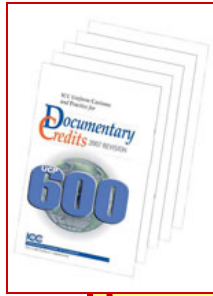
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BANK OF IRELAND DUBLIN
BY **DEFERRED PAYMENT** AT 180 DAYS FROM SHIPMENT DATE AGAINST PRESENTATION OF DOCUMENTS



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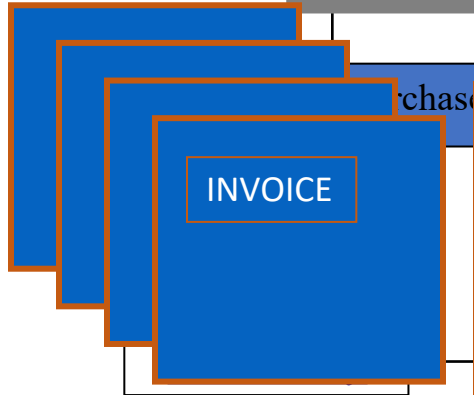
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Article 4 Credits v. Contracts

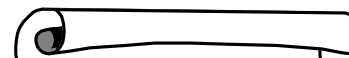
a. A credit by its nature is a separate transaction from the sale or other contract on which it may be based. Banks are in no way concerned with or bound by such contract, even if any reference whatsoever to it is included in the credit.



Article 5

Documents v. Goods, Services or Performance

Banks deal with documents and not with goods, services or performance to which the documents may relate.



Pro-Forma

Letters of Credit Advanced Workshop

Section – I – Technical Analysis

Presentation to a bank where
...credits is available ????



Inspection
Certificate

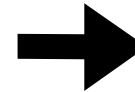


Insurance
Certificate



Commercial
Invoice

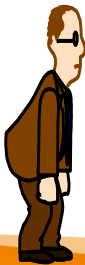
Beneficiarys'
Certificate



**BANK WHERE
CREDIT
IS AVAILABLE**



Transport
Document



Letters of Credit Advanced Workshop

Section – I – Technical Analysis

Are these documents *compliant*???



As a banker I check documents....

“Banks Deal with Documents”



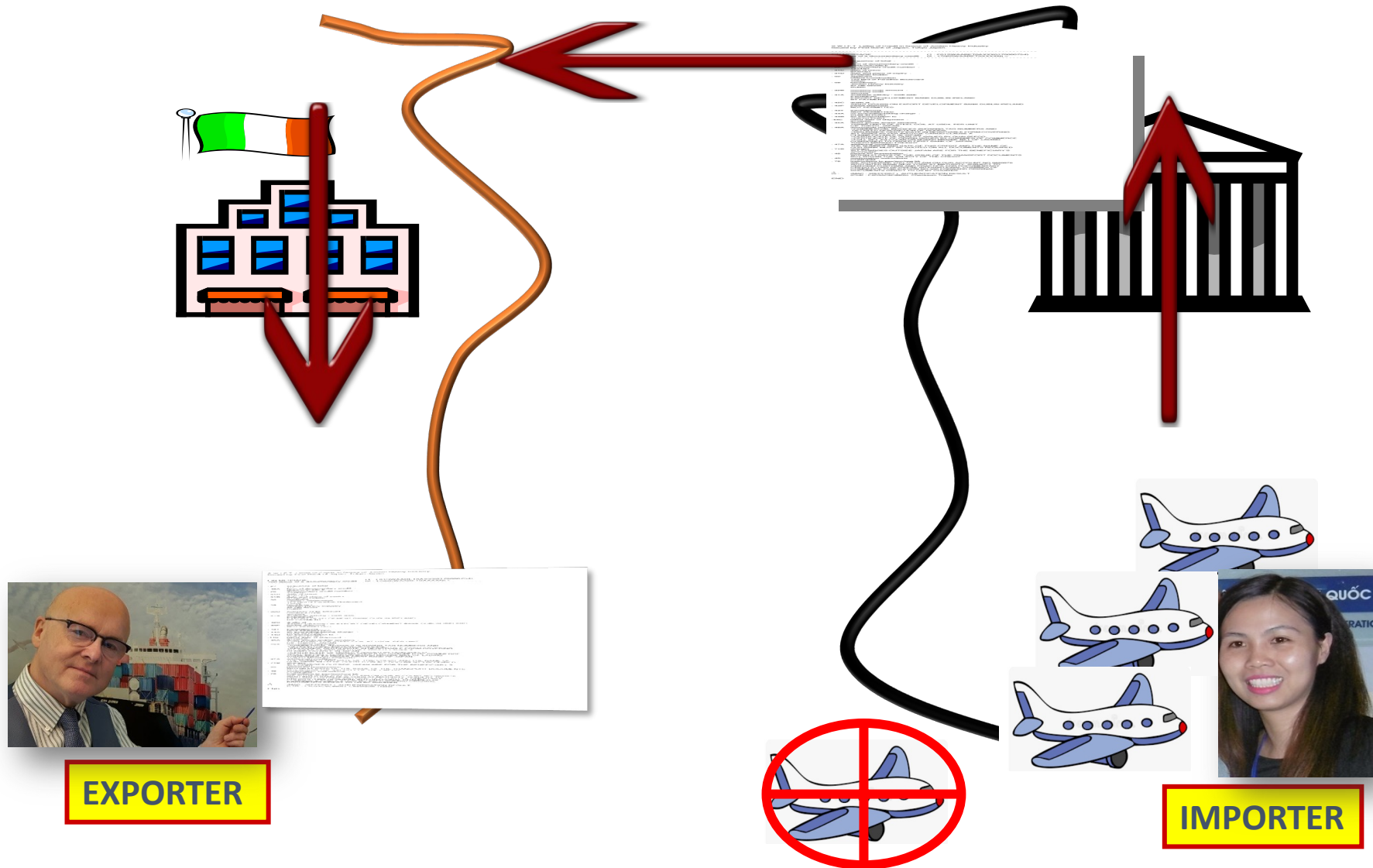
BANK WHERE

Article 34 Disclaimer on Effectiveness of Documents

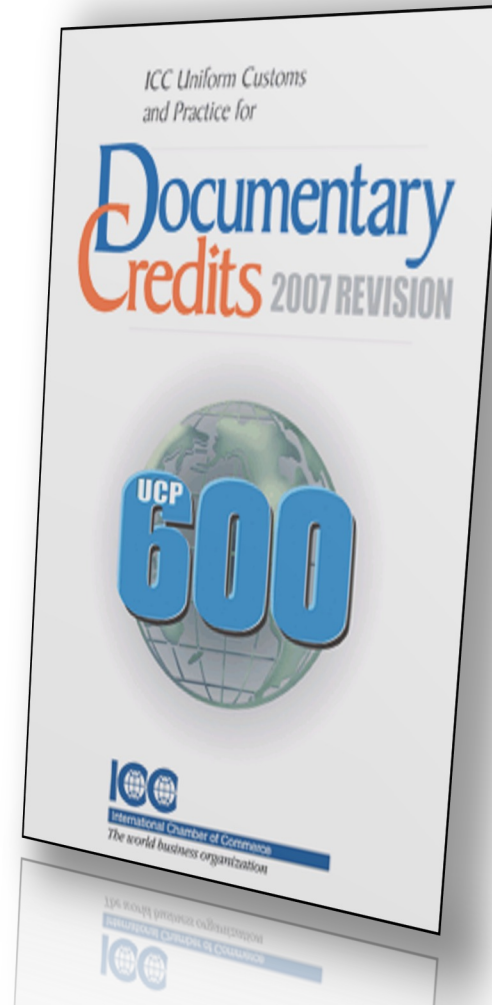
A bank assumes no liability or responsibility for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any document.



STANDBY LETTER OF CREDIT



DOCUMENT PREPARATION AND EXAMINATION!



Letters of Credit Workshop

Section II – Document Preparation and Examination

UCP 600 STANDARD FOR EXAMINING DOCUMENTS

Article 14 Standard for Examination of Documents

a. A nominated bank acting on its nomination, a confirming bank, if any, and the issuing bank **must examine a presentation to determine, on the basis of the documents alone, whether or not the documents appear on their face to constitute a complying presentation.**

© W.I.F.T. Letter of Credit in Honour of Joselin-Hélène Inaba
Issued by First Bank of Japan, Tokyo, Japan.

FIN MESSAGE 1: FORSWARDED
700 issue of a documentary credit 07 1700SWARDED

27 appearance of text
400 date of documentary credit
401 beneficiary
402 issuer
410 date of issue
411 place of issue
412 place of expiry
413 place of payment
414 place of presentation
415 place of negotiation
416 place of payment
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END

Article 14 Standard for Examination of Documents

b. A nominated bank acting on its nomination, a confirming bank, if any, and the issuing bank **shall each have a maximum of five banking days following the day of presentation to determine if a presentation is complying. This period is not curtailed or otherwise affected by the occurrence on or after the date of presentation of any expiry date or last day for presentation.**

Article 14 Standard for Examination of Documents

d. Data in a document, when read in context with the credit, the document itself and international standard banking practice, need not be identical, but must not conflict with, data in that document, any other stipulated document or the credit.

Example:

MT 700 ISSUE OF A DOCUMENTARY CREDIT
45A/ DESCRIPTION OF GOODS AND/OR SERVICE:

BRIGHT YELLOW SULPHUR IN BULK CIF.

2

1

3



BAKING COMMISSION MEETING

ICC Mexico
La organización mundial de la empresa

ICC
The world business organization

ICC Mexico
La organización mundial de la empresa

ICC Mexico
La organización mundial de la empresa

ICC
The world business organization

ICC Mexico
La organización mundial de la empresa

ICC
The world business organization

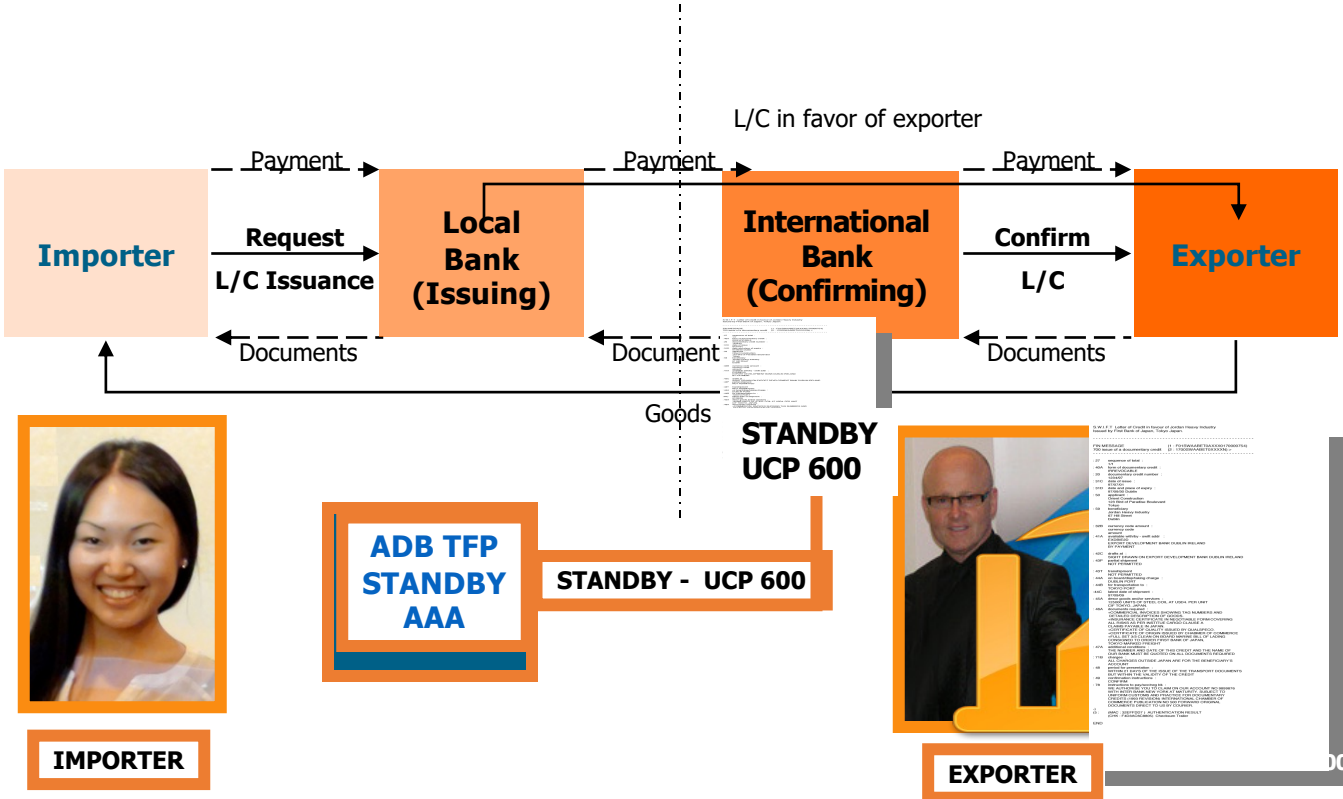
ICC
The world business organization

IC



The Typical Trade Facilitation Deal

How it works!





Bank Guarantees

Types: Direct or Indirect

Direct Guarantees:

- Demand Guarantee Issued directly to the beneficiary by a Bank
- OR**
- Demand Guarantee Issued directly to the beneficiary however sent through an advising Bank

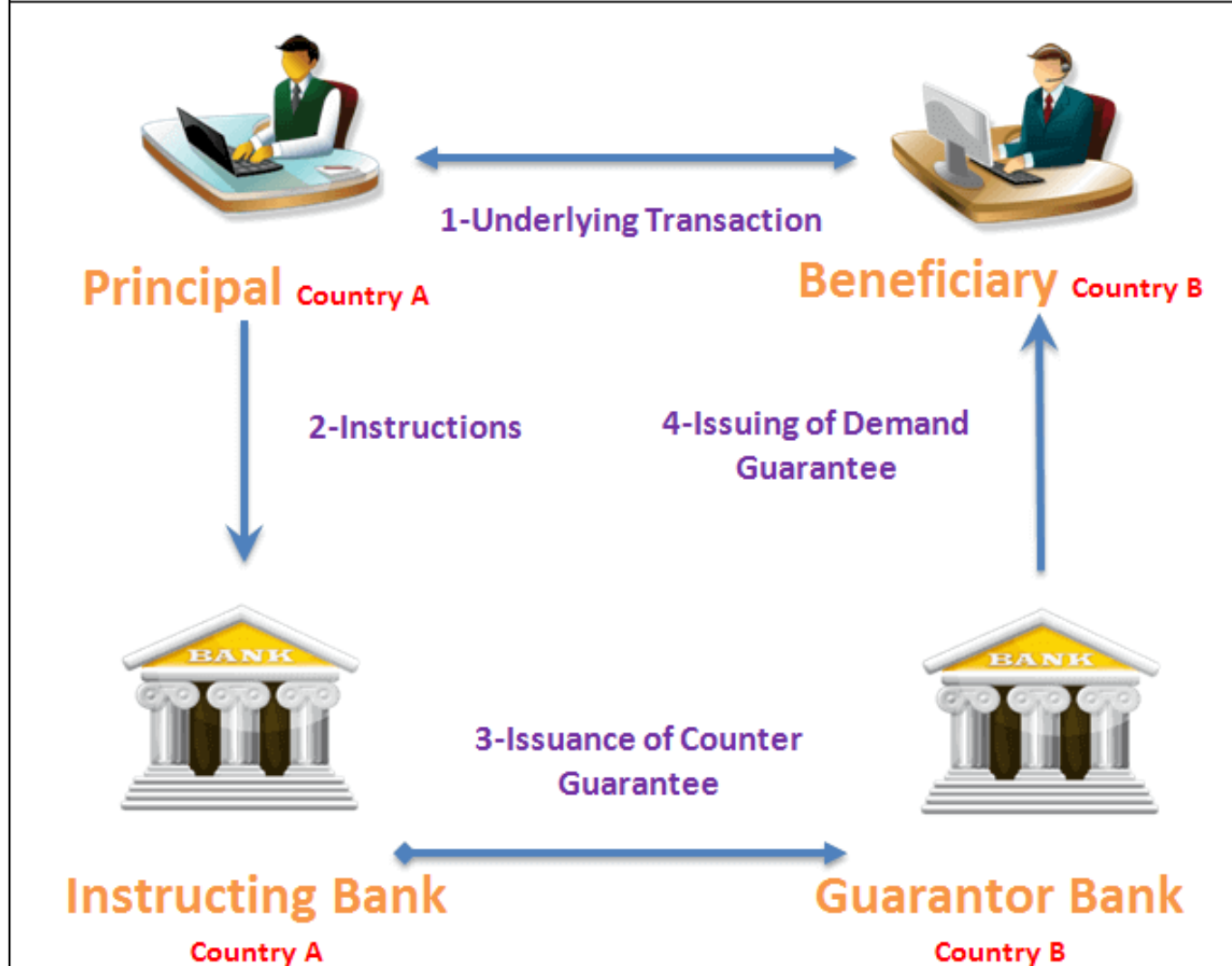


Indirect Guarantees:

- Counter Guarantee Issued to the correspondent Bank, requesting them to (re)issue a Demand Guarantee directly to the beneficiary.



Counter Guarantee Transaction Flow



Guarantees



Modern Default Protection Instruments



HISTORY

- History of guarantees is traced back to the Oil Boom in 1970's
- Middle Eastern countries were flushed with money
- Every country wanted its own Airport, Hospital, Schools etc..
- Tenders were being awarded to all sorts of companies
- Some companies were not even capable of starting the works, let alone to finish it.

**GUARANTEES EXPANDED
TO COVER POSSIBLE
DEFAULTS or NON PERFORMANCE**



USE OF GUARANTEES IN DIFFERENT BUSINESS SECTORS

- Construction
- Pharmaceuticals
- Telecommunication
- Financial
- Government Infrastructure
- Extraction and Mining



.....Guarantees usage globally is increasing drastically!

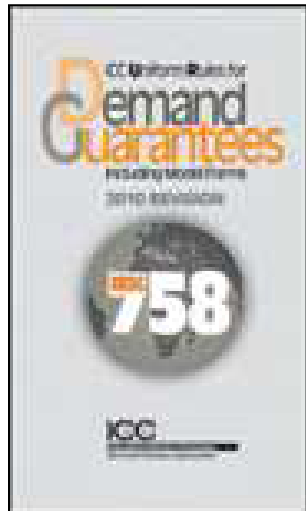
MOST FREQUENTLY USED GUARANTEES IN TRADE

- Bid Bonds (Tender Guarantee)
- Performance Guarantee
- Advance Payment Guarantee
- Customs Guarantee
- Planning Authority Guarantee
- Credit Facility Guarantee
- Judicial Award Guarantee

The URDG758 Team



URDG 758 OVERVIEW



Article 1 Application Of URDG

- a. The Uniform Rules for Demand Guarantees (“URDG”) apply to any demand guarantee or counter-guarantee ***that expressly indicates it is subject to them.*** They are binding on all parties to the demand guarantee or counter-guarantee except so far as the demand guarantee or counter-guarantee ***modifies or excludes them.***

Article 14– Presentation

A presentation shall be made to the guarantor:

- i. at the place of issue, or such other place as is specified in the guarantee and,*
- ii. on or before expiry.*

Article 19 – Examination

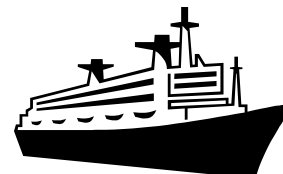
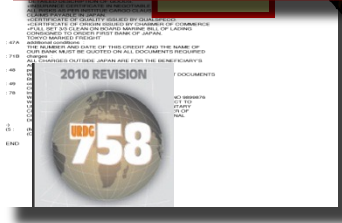
- a. The guarantor shall determine, on the basis of a presentation alone, whether it appears on its face to be a complying presentation.*



ARTICLE 19 - EXAMINATION

Article 19 – Examination

a. The guarantor shall determine, on the basis of a presentation alone, whether it appears on its face to be a complying presentation.



Article 20 – Time for examination of demand – payment.

- a. If a presentation of a demand does not indicate that it is to be completed later, the guarantor **shall within five business days following the day of presentation, examine that demand and determine if it is a complying demand.** This period is not shortened or otherwise affected by the expiry of the guarantee on or after the date of presentation. However, if the presentation indicates that it is to be completed later, it need not be examined until it is completed.

Article 20 – Time for examination of demand – payment.

When the guarantor determines that a demand is complying, it shall pay.

Article 34 – Governing Law

Unless otherwise provided in the guarantee, its governing law shall be that of the location of the guarantor's branch or office that issued the guarantee.

Unless otherwise provided in the counter-guarantee, its governing law shall be that of the location of the counter-guarantor's branch or office that issued the counter-guarantee.

Article 35 – Jurisdiction

- a. Unless otherwise provided in the guarantee, any dispute between the guarantor and the beneficiary relating to the guarantee ***shall be settled exclusively by the competent court*** of the country of the location of the guarantor's branch or office that issued the guarantee.
- b. Unless otherwise provided in the counter-guarantee, any dispute between the counter-guarantor and the guarantor relating to the counter-guarantee shall be settled exclusively by the competent court of the country of the location of the counter-guarantor's branch or office that issued the counter-guarantee.



COFFEE BREAK

(15 MINUTES)

WORKSHOP FOR WOMEN ENTREPRENEURS

📅 21 APRIL 2023

📍 HANOI, VIET NAM



SCAN TO ANSWER THE EVALUATION FORM



**GET YOUR CERTIFICATE OF PARTICIPATION AT THE
REGISTRATION TABLE & RETURN YOUR ID BADGE HOLDER.**



SESSION # 4

Trade Finance Case Studies

Vincent O'Brien

ICC

WORKSHOP FOR WOMEN ENTREPRENEURS

 **21 APRIL 2023**

 **HANOI, VIET NAM**



SCAN TO ANSWER THE EVALUATION FORM



**GET YOUR CERTIFICATE OF PARTICIPATION AT THE
REGISTRATION TABLE & RETURN YOUR ID BADGE HOLDER.**

Processing Import Documentary Credit

Export Engineering Co, Wishing Street 25, Dublin, IRELAND has agreed an export contract with **Imperial Imports, 15 Ngo Quyen Street, Hoan Kiem District, Hoan Kiem 100000, HANOI - VIETNAM** for export from Ireland of **IRISH HYDRO WATER OPTOMISATION SYSTEM.**

Imperial Imports have agreed to pay the contract price of **USD 150,789.00** for the goods on the basis of **CIP HANOI (INCOTERMS 2020)**

Description of Goods:

**IRISH HYDRO WATER OPTOMISATION SYSTEM
CIP HANOI (NCOTERMS 2020)
AS PER PRO FORMA INVOICE DATED 16 JANUARY 2023 No A 133 IRL**

The agreed method of settlement is **Documentary Credit Available by Deferred Payment at 180 days from shipment date** issued by **SWIFT** for the contract amount. The Documentary Credit is to be **advised** by the exporter's bank – **Best Bank Ireland, Dublin, Ireland** and **confirmed** by this same bank in Ireland.

The Documentary Credit is to be issued by **Vietnam Trade Bank.**

Additional Transaction Requirements:

- 1) The Documentary Credit will be available with the **Nominated Bank** which is **Best Bank Ireland** also acting as **Advising Bank** and **Confirming Bank.**
- 2) The goods must be shipped in **one lot - partial shipment not allowed.**
- 3) **Commercial Invoice is required in One Original.**
- 4) A **Certificate of Origin** indicating the goods origin as **Ireland Origin** is required.
- 5) Shipment ex **Dublin International Airport** to **Hanoi International Airport.**
- 6) The latest shipment date is to be **9 April 2023.**
- 7) The Documentary Credit will have **expiry date and place** on **30 April 2023** at **Dublin** Ireland.
- 8) The transport document must be consigned to **Vietnam Trade Bank, Hanoi** and marked **Freight Paid.**
- 9) Goods to be insured by the exporter for minimum **110% of CIP invoice value,** risks insured: **Institute Cargo Clause A "ALL RISKS".**
- 10) The **period of time for presentation of documents** has been agreed as **21 calendar days.**
- 11) The importer will pay **Issuing Bank** charges arising in **Hanoi Vietnam,** but not **Advising (Nominated), Confirming Bank** charges in **Ireland.**

:44E Port of Loading/Airport of Dep :
DUBLIN INTERNATIONAL AIRPORT

:44F Port of Discharge/Airport of Dest :
HANOI INTERNATIONAL AIRPORT

:44C Latest date of Shipment:
2023/04/09

:45Adescr goods and/or services :

**IRISH HYDRO WATER OPTOMISATION SYSTEM
CIP HANOI (NCOTERMS 2020) AS PER PRO FORMA INVOICE
DATED 16 JANUARY 2023 No A 133 IRL**

:46Adocuments required:

- + SIGNED COMMERCIAL INVOICE IN ONE ORIGINAL
- + CERTIFICATE OF ORIGIN INDICATING THE ORIGIN OF THE GOODS AS IRELAND
- + CERTIFICATE OF INSURANCE MINIMUM COVER OF **110% OF CIP** VALUE COVERING **ALL RISKS**
INSTITUTE CARGO CLAUSE **A** ALL RISK COVER WITH CLAIMS PAYABLE IN COUNTRY OF DESTINATION OF GOODS
- + AIRWAYBILL ORIGINAL FOR CONSIGNOR IN ONE ORIGINAL **CONSIGNED TO VIETNAM TRADE BANK**
MARKED **'FREIGHT PAID'**

:48 Period for Presentation

DOCUMENTS TO BE PRESENTED WITHIN 21 CALENDAR DAYS AFTER DATE OF SHIPMENT..

:71Bcharges :

ALL CHARGES OTHER THAN ISSUING BANK CHARGES ARE FOR BENEFICIARYS ACCOUNT

:49confirmation instructions :

CONFIRM

:78instructions to pay/acc/neg bk :

IN REIMBURSEMENT FOR DRAWINGS COMPLYING STRICTLY WITH THE TERMS AND CONDITIONS OF THE CREDIT PLEASE DEBIT OUR ACCOUNT WITH
CUTIE BANK NEW YORK SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION)
INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO 600. NOMINATED BANK TO FORWARD DOCUMENTS BY DHL COURIER TO ISSUING BANK

FIN MESSAGE {1:F01SWAAB0754} from **VIETNAM TRADE BANK HANOI**

45Adescr of documentary credit :
IRREVOCABLE
20documentary credit number :
878 C NIP 00223
40E Applicable Rules
UCP LATEST VERSION
31Date of issue
2023/02/14
310Date and place of expiry :
2023/04/30 DUBLIN IRELAND
50Applicant :
Imperial Imports
15 Ngo Quyen Street
Hoan Kiem District
Hanoi Kiem 100000
HANOI - VIETNAM
55Beneficiary :
Export Engineering Co
Washing Street 25
Dublin
IRELAND
32B Currency code amount : USD 150,789.00 #
41 Available withdy - swift addr :
88 FI EGD
BEST BANK IRELAND
DUBLIN IE
BY DEF. PAYMENT
42P Deferred Payment Details:
180 days from shipment date
43 Partial shipment :
NOT ALLOWED
43Transportation :
NOT ALLOWED
44E Port of Loading/Airport of Dep :
DUBLIN INTERNATIONAL AIRPORT
44F Port of Discharge/Airport of Dest :
HANOI INTERNATIONAL AIRPORT
44C Latest Date of Shipment:
2023/04/09
45Adescr goods and/or services :
IRISH HYDRO WATER OPTOMISATION SYSTEM
CIP HANOI (NCOTERMS 2020) AS PER PRO FORMA INVOICE
DATED 16 JANUARY 2023 No A 133 IRL
46Adocuments required:
+ SIGNED COMMERCIAL INVOICE IN ONE ORIGINAL
+ CERTIFICATE OF ORIGIN INDICATING THE ORIGIN OF THE GOODS AS IRELAND
+ CERTIFICATE OF INSURANCE MINIMUM COVER OF 110% OF CIP VALUE COVERING ALL RISKS
INSTITUTE CARGO CLAUSE A ALL RISK COVER WITH CLAIMS PAYABLE IN COUNTRY OF DESTINATION OF GOODS
+ AIRWAYBILL ORIGINAL FOR CONSIGNOR IN ONE ORIGINAL CONSIGNED TO VIETNAM TRADE BANK
MARKED 'FREIGHT PAID'
48 Period for Presentation
DOCUMENTS TO BE PRESENTED WITHIN 21 CALENDAR DAYS AFTER DATE OF SHIPMENT.
71Bcharges
ALL CHARGES OTHER THAN ISSUING BANK CHARGES ARE FOR BENEFICIARYS ACCOUNT
49confirmation instructions :
CONFIRM
78Instructions to pay/acc/neg bk :
IN REIMBURSEMENT FOR DRAWINGS COMPLYING STRICTLY WITH THE TERMS AND CONDITIONS OF THE CREDIT PLEASE DEBIT OUR ACCOUNT WITH
CUTIE BANK NEW YORK SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION)
INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO 600. NOMINATED BANK TO FORWARD DOCUMENTS BY DHL COURIER TO ISSUING BANK



Export Engineering Co

Wishing Street 25

Dublin

IRELAND

Telephone: +353 (0)504 00000

Fax: +353 (0)504 00001



Imperial Imports

15 Ngo Quyen Street

Hoan Kiem District

Hoan Kiem 100000

HANOI - VIETNAM

DATE OF INVOICE : 7 APRIL 2023 **COMMERCIAL INVOICE NO: 1234 IRISH**

DESCRIPTION OF GOODS

IRISH HYDRO WATER OPTOMISATION SYSTEM

CIF HANNOI (INCOTERMS 2020)

AS PER PRO FORMA INVOICE

DATED 16 JANUARY 2023 No A 134 ROI

INVOICE PRICE USD150,789.00

SIGNATURE _____

QUANTITY: one unit Net Weight 290 Kilos

ORIGINAL

Certificate of Origin

Export Engineering Co

Wishing Street 25

DUBLIN, IRELAND

Telephone: +353 (0)504 00000

Fax: +353 (0)504 00001



TO:

Imperial Imports

15 Ngo Quyen Street

Hoan Kiem District

Hoan Kiem 100000

HANOI - VIETNAM

CERTIFICATE OF ORIGIN DATED 10 APRIL 2023

RELATING TO COMMERCIAL INVOICE NO: **1234 IRISH**

DESCRIPTION OF GOODS

IRISH HYDRO WATER OPTOMISATION SYSTEM

WE CERTIFY THE ORIGIN OF GOODS AS **IRELAND ORIGIN**

ORIGINAL

Signed: *Lily O'Brien*

**Fortress Insurance Company
The Point Business Bay
DUBLIN
IRELAND**

INSURANCE CERTIFICATE UNDER POLICY No. FORT: 00781- 2023

By way of issuing this document we **Fortress Insurance Company ('the Company')** certify that the Company has insured the under mentioned risks and conveys all the rights of this original policy to a holder with an insurable interest.

INSURED PARTY : VIETNAM TRADE BANK

Insured Currency/Value: USD170,000.00 (One hundred and seventy thousand United States Dollars)

**Goods Description
IRISH HYDRO WASTE OPTOMISATION SYSTEM**

Shipped from DUBLIN AIRPORT IRELAND (DUB) to HANOI INTERNATIONAL AIRPORT (HAN)

Insurance cover provided ex sellers warehouse to buyers warehouse.

Insurance Cover

Institute Cargo Clause A ALL RISK

Cover effective date : 8 APRIL 2023

NOTICE OF CLAIMS must be given to insurance company


Fortress Insurance Company

Robert LEWIS

Authorised Signature

Date Issued : 10 APRIL 2023

Claims payable
BY INSURANCE COMPANY AGENT IN VIETNAM

Shipper's Name and Address Export Engineering Co Wishing Street 25 DUBLIN, IRELAND		AIR WAYBILL AWB NO 3783-21 AIR IRELAND INTERNATIONAL					
Consignee's Name and Address To Vietnam Trade Bank		It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. The shipper's attention is drawn to the notice concerning carriers' limitation of liability. shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.					
Issuing Carrier/Agent Name and City Air Ireland International the Carrier Agents IATA Code Account No 15.99899.		Additional Information Notify:					
Airport of Departure DUB		<table border="1"> <tr> <td>FLIGHT/DATE EI 119</td> <td>For Carrier use only</td> <td>FLIGHT/DATE 8 / APRIL / 2023</td> </tr> </table>			FLIGHT/DATE EI 119	For Carrier use only	FLIGHT/DATE 8 / APRIL / 2023
FLIGHT/DATE EI 119	For Carrier use only				FLIGHT/DATE 8 / APRIL / 2023		
Airport of Destination HAN							
Handling Information: transhipped at DUBAI INTERNATIONAL (DXB) on 9 APRIL 2023 For transhipment EMIRATES onward TO HANOI INTL AIRPORT (HAN)							
No of Pieces	Chargeable Weight	Rate Charge	Total	Quantity of Goods			
3	300 KGS		IRISH HYDRO	WATER			
1 CRATE			ACTUAL DATE OF SHPMENT : 8 APRIL 2023				
Prepaid		Weight Charge	Collect				
<p>FREIGHT PAID</p>			<p>Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods such part is properly described by name and is in proper condition for carriage under the applicable regulations.</p>				
			<p>Signature of Shipper or his Agent <i>Vincent O. BRJEN</i> Freight Logistics Expeditors Co As agent for Carrier, Air Ireland International Date of Issue: 12 APRIL 2023</p>				



SESSION # 5

Sharing of Experiences and Lessons Learned of Women Entrepreneurs on International Trade

Nguyen Thi Vinh

Tien Thanh Handicraft Wares
Production Import Export Co., Ltd

Bui Tu Ngoc

Hanoli Joint Stock
Company

Tran Huyen Trang

Entaid International
Corporation JSC



NHẬP KHẨU- CHIA SẺ KINH NGHIỆM

- 1/ Đối tác
- 2/ Chuẩn bị
- 3/ Cách thức
- 4/ Thực thi
- 5/ Chăm bầy

Đôi tác- Partners



- * Chuyên gia ngành nghề-
- * môi giới tin tưởng
- Luật sư trong nước hoặc quốc tế

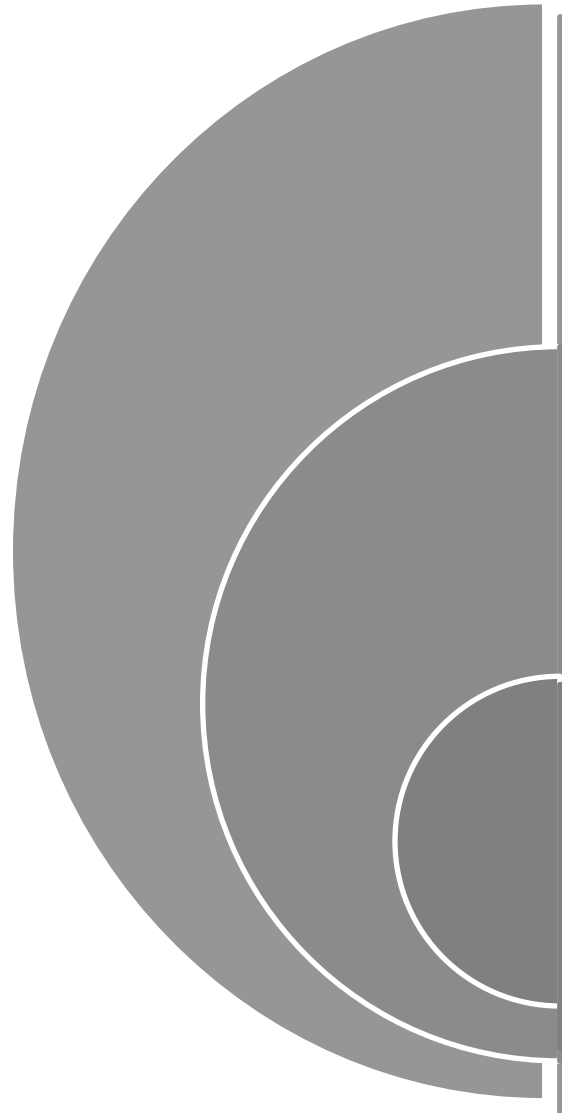


- * Tìm hiểu kỹ đối tác, nhà sản xuất , năng lực cung ứng
- thương vụ sứ quán, hội chợ, thực tế
- Các nhà phân phối trong nước



- HANOLI : tìm qua môi giới – thăm nhà sản xuất- tham gia khóa học kiểm định chất lượng – quyết định hợp tác
- Kiểm tra chất lượng hàng năm để có kế hoạch ứng phó kịp thời

Chuẩn bị- Planning



<h2>Pháp lý</h2>	<ul style="list-style-type: none">• Thủ tục, chính sách• Bản quyền• Típ: nhãn hàng riêng
<h2>Hợp đồng</h2>	<ul style="list-style-type: none">• Độc quyền• Mua bán• Thương thảo các điều khoản
<h2>Tài chính</h2>	<ul style="list-style-type: none">• Nguồn tự có- gia đình, người thân- kế hoạch huy động vốn• Ngân hàng trong nước, nước ngoài

Thực thi- Practice

- **Lựa chọn ngân hàng:** tin tưởng, có bề dày
- **Cách thức:** mở chứng thư bảo lãnh(LC) , thanh toán trước theo tỉ lệ (30-70 hoặc 50-50) T/t (đặt cọc- thanh toán nốt khi hàng đến) hoặc đặt cọc, thanh toán ngay khi nhận hồ sơ v.v..
- **Tư vấn** Nếu không nắm rõ luật lệ, có thể tìm một luật sư (trong nước hoặc nước sở tại) có tư vấn phần nào đảm bảo không bị mắc sai sót trong hợp đồng, gỡ rối trong các trường hợp rủ ro)
- **Cam kết** thanh toán đúng hạn- giữ chữ tín
- **Lưu ý:** lập kế hoạch kinh doanh chi tiết
Chuẩn bị nguồn vốn giai đoạn đầu (2 năm)

Cạm bẫy- Traps

- Món lợi nhỏ trước mắt dễ bị vi phạm pháp luật
- Luôn phải kiểm tra chất lượng đầu vào đảm bảo hàng ra thị trường đúng cam kết
- Đọc kỹ các điều khoản trong mọi hợp đồng : đối tác, ngân hàng
- Lưu ý:
 - luôn tuân thủ pháp luật
 - giữ lời hứa, cam kết với đối tác
 - Kiểm tra chất lượng hàng hóa thường xuyên



- CẢM ƠN SỰ LẮNG NGHE CỦA QUÝ VỊ

THANK YOU FOR LISTENING

- TRAO ĐỔI – CHIA SẺ
Q & A

By Bùi Tú Ngọc- M.Ed
CEO

www.hanoli.com.vn



SCAN TO ANSWER THE EVALUATION FORM



**GET YOUR CERTIFICATE OF PARTICIPATION AT THE
REGISTRATION TABLE & RETURN YOUR ID BADGE HOLDER.**



SESSION # 6

CLOSING REMARKS

Mai Thi Dieu Huyen

VWEC



SCAN TO ANSWER THE EVALUATION FORM



**GET YOUR CERTIFICATE OF PARTICIPATION AT THE
REGISTRATION TABLE & RETURN YOUR ID BADGE HOLDER.**



Hotel Restaurant, Sofitel Metropole



LUNCH & NETWORKING

WORKSHOP FOR WOMEN ENTREPRENEURS

 **21 APRIL 2023**

 **HANOI, VIET NAM**