



# PURCHASE ORDER

Doc No.: Comm-Proc/FRM-07  
Rev.: 01  
Date: July 21,2011  
Page: 1 of 1

## Olayan Descon Engineering Company Ltd.

Building # 4682,  
Ph:  
Fx:

## PURCHASE ORDER - ODECO-MANF-JUBAIL

Number: 4500188385 Rev: 0  
Initial 08.12.2020 Revise Date:  
Project: MK.40042 Design & Fabrication of

Please address all correspondence, invoice and shipping document to akhalil@olayandescon.com  
The above Purchase Order number must appear on all related correspondence, documents i.e. shipping papers and invoices.

Vendor: **Om Tubes & Fittings Industries#** Code: **15680**

Address: 1st Panjarapole, C.P.Tank  
Mumbai India 400004

Ph: 2267436963 Contact Person: SANJAY MEHTA

Email: ksa@omtubes.com

GST#: NTN#: 27AFRPM5323E1ZC

Ship To:

Please supply the following, subject to terms and conditions included here in:

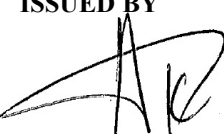
Quotation Ref.			Incoterms	Payment Terms			Remarks	
			EXW India	Pmnt after Inv.accept 60 days				
Part Shipment			MTC/VDR Required	Inspection Point				
			YES					
Sr. #.	PR No.	Item Code	Item Description	Unit	Quantity	Unit Price (USD)	Total (USD)	Delivery Date
1.	10209486	178748	Rod/Bar25 mm; SA350-LF2 CL1; Plain Round Bar [ PR Remarks: MTC Required as per BSEN 10204.3.1 For M01-04-1#P#10M01-04-2#P#9M02-04-1#p#10M02-04-2#P#9M03-04-1#P#10 ]	KG	39	1.520	59.28	30.12.2020
2.	10209486	273740	Rod/Bar20 mm; SA350-LF2-CL1 N; Plain [ PR Remarks: MTC Required as per BSEN 10204.3.1 For M01-04-1#P # 9M01-04-2#P # 8M01-07#P# 5M02-04-1#P # 9M02-04-2#p # 8 ]	KG	227	1.520	345.04	30.12.2020

### Instructions:

- 1-This Purchase Order is subject to the terms & conditions attached as Annexure-I.
- 2-This Purchase Order is subject to cancellation unless the vendor returns one copy with confirmation that all terms and conditions are accepted to them.
- 3-The following attachments form an integral part of this Purchase Order.

Total Price	USD	404.32
Freight	USD	0.00
CED/SED/FED	USD	0.00
S.Tax/VAT/RGST	USD	0.00
Packing Charges	USD	0.00
TPI Charges	USD	0.00
Other/Misc. Charges	USD	0.00
<b>Grand Total</b>	<b>USD</b>	<b>404.32</b>

**Total** (In words): USD Four Hundred Four And Thirty-two Cents Only

ISSUED BY		ACCEPTED BY	
Name:		Name:	
Date: 09.12.2020		Date:	
<hr/>			
Olayan Descon Engineering Company Ltd.		Authorised Signatory Om Tubes & Fittines Industries#	

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\*ODICO / ODECO Purchase Order (PO) Terms & Conditions attached as Annexure A are an integral part of this PO and supersede any terms & conditions rendered by vendor / subcontractor in any form whatsoever



**PO #:** 4500188385 **Rev #** 00  
**Supplier Name:** Om Tubes & Fittings Industries  
**Material Type:** CS Round Bar **HS Code** \_\_\_\_\_  
**Scope of Supply:** The material shall be supplied as per the PO, under the Terms & Conditions below:

## A. Correspondence Instructions

- A-1 All written correspondence/documents related to this order must contain the following as a minimum:
- PO Number : As above
  - Contact Person : **ATIF KHALIL**
  - Without above information no correspondence/document will be accepted and vendor will be responsible for all the delays.
  - Supplier to ensure 100% compliance to (Technical Delivery Condition) TDC's provided by Olayan Descon.
  - Pictures before shipment to be arranged and sent to the Olayan Descon's buyer.

## B. Acknowledgement

- B-1 Supplier to send accepted copy of PO, duly signed & stamped by their company's authorized representative, within two (2) days of PO date.
- B-2 Ensure to request ODICO/ODECO for any an addendum or revised PO in case of any change(s)
- B-3 It is supplier's responsibility and accountability to comply with the quantity of Purchase Order/LOA; any additional quantities provided without prior approval by ODICO/ODECO, shall not be entertained and will be considered void and not subject for payment.
- B-4 Supplier payment will not be processed without PO acknowledgement.
- B-5 Any initiation of related documentation and / or supply of material from vendor against this PO will be considered as PO acknowledgement.
- B-6 Supplier shall indemnify, defend and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, consultants and agents (the "Buyer Indemnified Parties") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Buyer Indemnified Parties or any of them arising out of:
- Death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Good or Services to comply with the warranties hereunder;
  - Any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person;
  - Any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates or subcontractors;
  - Supplier's breach of any of it obligations under this Agreements; or Any lines or encumbrances relating to any Goods or Services.

## C. Invoice Submission Formalities (Material's Supply)

- C-1 Unless expressly stated elsewhere all monetary amount contained within this agreement are to be considered exclusive of VAT that become payable. Should such VAT become payable it will be in addition to the amounts as contained within this agreement.
- C-2 Unless otherwise stated in the Purchase Order, all the prices or other payments stated in the Purchase Order are exclusive of any taxes. Supplier shall separately itemize all applicable taxes on each invoice and indicate on each invoices its applicable tax registration numbers(s).
- C-3 Applying incorrect VAT treatment on the material may result in delays in processing of invoice(s) and higher chance of tax audit by the GAZT.
- C-4 Invoices shall indicate value for the material supplied net of VAT and the VAT changed on such material should be indicated separately.
- C-5 Any documentation the does not comply with all requirements for it to be tax invoice will not be processed for payment.
- C-6 Any final payment or any disputed payment should be settled within six (6) months from the date of invoice submission; thereafter ODICO/ODECO will not be responsible to entertain any claims from Suppliers.
- C-7 For local orders invoices will be submitted to Olayan Descon Finance department, duly supported by the following documents:
- Copy of approved Material Receiving Report (MRR)
  - Delivery Note duly signed by Olayan Descon's Stores Department.
  - Copy of Purchase Order
  - Copy of Annexure.
- C-8 Invoice must indicate Olayan Descon Purchase Order number and its date.
- C-9 Material will be received by Olayan Descon Store Keeper, Inspected by Quality Control (QC) Inspector. Material Receiving Report (MRR) will be prepared and vendor payment will be released thereafter.
- C-10 Two (2) True Certified copies Material Test Certificates (MTC) must be submitted along with material delivery. Without these documents (MTC & Delivery Note), material will not be received in our store and return back to vendor at their (vendor's) cost.
- C-11 Each item of the material supplied should have clear identification / stamping along with relevant certificates.
- C-12 For local orders complete invoice(s) (with all the enclosures) will be received with date stamped & receiver's signature at Olayan Descon's finance invoice receiving counter.
- C-13 For any advance payment over & above SR 50,000/- Supplier shall present to ODICO/ODECO an Advance Payment Bank Guarantee of full advance amount. Said bond shall be issued by a first-tier bank. This advance payment guarantee shall remain in full force until the final acceptance of material is issued.

## D. Warranty

- D-1 "Warranty Period" means in respect of any Goods or Services, the longer of:
- The express written warranty period provided by Supplier for the Good and Services; and
  - The period commencing on the date of acceptance of such Goods or Services and ending on the date as agreed between ODICO/ODECO and the supplier during execution of the POWO
- D-2 For POs/WOs greater in value than SR 250,000/-, or wherein specified by ODICO/ODECO, Supplier shall present to ODICO/ODECO a Warranty Bond covering satisfactory performance of equipment / services obligation undertaken herein. This Warranty bond will be equal to (five) 5% of the agreement's lump sum value. Said bond shall be issued by first by a first-tier bank. This Warranty bond shall remain in full force until the prescribed warranty period of the equipment/ services.
- D-3 For POs/WOs greater in value than SR 250,000/-, or wherein specified by ODICO/ODECO, Supplier shall present to ODICO/ODECO a Performance Bond covering discharge of the obligation undertaken herein. This performance grantee will be equal to (five) 5% of the agreement's lump sum value. Said bond shall be issued by first by a first-tier insurance company. This performance granter shall remain in full Force until the statement is final acceptance is issued.



*Handwritten signature and date: 08/07/19*

## E. PO Terms & Conditions

E-1	Order Value	Net Total lump sum cost USD 404.32 inclusive of all related costs
E-2	Payment Terms:	60 days from invoice date
E-3	INCO Terms:	Ex-work India
E-4	Partial Delivery:	Allowed <input type="checkbox"/> Not Allowed <input type="checkbox"/>
E-5	Delivery Date:	Ex-Mill readiness : 7-10 days from PO
E-6	Shipping Instructions:	Deliver to Workshop JMW - Contact Person Ripon - 00966595548238
E-7	Liquidity Damages Clause:	2.5% per week up to a maximum of 10% of PO value
E-9	Packing Type:	Standard Packing
E-10	Inspection (TPI/FAT):	Third Party Inspection / Factory Inspection Test
E-11	Other document reqt. (if any):	-
E-12	Bank Guarantee*:	-

\*Bank Guarantee should be as per SAMA Format

## F. Rejection of Material

- F-1 Vendor shall be informed in case of Rejection of material or any other observation for which he has to provide replacement/rectification, missing documents (MTCs / COC / Batch certificate etc.) by Olayan Descon representative.
- F-1 Vendor/Supplier will be fully responsible to arrange replacement for rejected material identified by Olayan Descon within the time frame specified for replacement by Olayan Descon.
- F-2 Rejected Material should be lifted within a week of the notification, after that Olayan Descon would not be responsible for the safe-keeping of the material and / or any damage(s) to the material would totally be at the risk of the vendor.
- F-3 Moreover if the rejected material is not replaced/lifted back by supplier or his nominated party within 30 days of intimation of rejection, Olayan Descon has complete right to Sell/Dispose the material without any further intimation to supplier

## G. Others

- G-1 In case supplier cannot provide the material on a given committed date/ schedule, charges/ penalties will be imposed to supplier(@ 1.5 times of the supplier's offered rate(s)/ or as per Governing Laws of Saudi Arabia or equal to the substitute arrangement (Which is higher)
- G-2 Olayan Descon T&C is integral part of the PO and in case of conflict with supplier, Olayan Descon Terms & Conditions to supersede.
- G-3 Schedule provided by Olayan Descon should be the base of the work to be carried out.
- G-4 No delay in provision of material or services due to commercial dispute.
- G-5 Vendor will comply with Olayan Descon's AML (Approved Manufacturer List) where applicable / specified.
- G-6 It is vendor's responsibility to follow scope of work & timeline provided in Olayan Descon's PO.
- G-7 PO will be issued as per the company name mentioned on the Quotation and payment shall be made accordingly. If Cheque / Payment Transfer is required on a name that is different from supplier's quotation / Olayan Descon PO, then additional documents would be required from the vendor.

## H. Health Safety and Environment

- H-1 For all hazardous material or having special requirements pertaining to health, safety and environment, vendor shall comply with all preservation, storage, transportation and handling requirements. Copy of MSDS shall be provided along with the such material.

  
Project Buyer

Vendor Acknowledgement & Stamp

Name: \_\_\_\_\_

Designation: \_\_\_\_\_