

PURCHASE ORDER



P.O. Box: 8988 - DUBAI - U.A.E., Tel.: 3450626, Fax : +971 4 3453760, 3450116
E-mail : drydocks@drydocks.gov.ae

BUYER

G

TERMS

EXW

Air

PAYMENT TERMS

'30 DAYS FROM THE DATE OF INVOICE

SUPPLIER

OM TUBES & FITTINGS INDUSTRIES(OM0151)
10 BORDI BUNGLOW 1ST PANJARAPOLE LA
400004

:009167436562 info@omtubes.com

DELIVERY INSTRUCTIONS

DRYDOCKS TO COLLECT FROM THE SUPPLIER

DATE ISSUED : 07-JUL-20

CHANGE NO. : CHANGE DATE :

PURCHASE ORDER NO : 2016537



ITEM No	MAT-CODE OR COST CODE	PURCHASE REQUISITION	PR ITEM	DESCRIPTION	UOM	QUANTITY	UNIT PRICE	EXTENSION	DEL. DATE
1	SCB15036012	S12366		ELBOW 90 DEG SR BW, ASTM B729, SIZE: 1, THK: S-40, ALLOY 20, OTHERS REQUIREMENTS: "Certificate Type-->"EN 10204 3.1	EA	3.0000	30.6200	91.86	04-AUG-20
2	SCB15036013	S12366		ELBOW 90 DEG SR BW, ASTM B729, SIZE: 2, THK: S-40, ALLOY 20, OTHERS REQUIREMENTS: "Certificate Type-->"EN 10204 3.1	EA	5.0000	51.0200	255.10	04-AUG-20
3	SCB15036014	S12366		ELBOW 90 DEG SR BW, ASTM B729, SIZE: 1/2, THK: S-40, ALLOY 20, OTHERS REQUIREMENTS: "Certificate Type-->"EN 10204 3.1	EA	4.0000	27.4200	109.68	04-AUG-20
4	SCB15036015	S12366		EQUAL TEE BW, ASTM B729, SIZE: 2, THK: S-40, ALLOY 20, OTHERS REQUIREMENTS: "Certificate Type-->"EN 10204 3.1	EA	1.0000	71.4300	71.43	04-AUG-20
				FOR ANY FURTHER CLARIFICATION PLEASE CONTACT Shamsudden; DIRTEL : +971 4 3451592; E-MAIL : shamsudeenv@drydocks.gov.ae Invoices and Credit Notes must be issued to "Drydocks World Dubai LLC" name as per our Trade License & TRN Certificate. Local suppliers can submit/drop their docs to Accounts dept/box placed in Main Gate, whereas overseas can email					

SPECIAL INSTRUCTIONS TO SUPPLIER

AS PER ARIBA RFQ- Doc444823326

USD

TOTAL

528.07

* ATTACHMENT IF ANY REFERRED IN THE PO WILL FORM PART OF THE CONTRACT(PURCHASE ORDER) AND SHALL BE SEPARATELY TRANSMITTED AS ANNEXURE TO THE PO.
 * MATERIAL TEST CERTIFICATE SHALL BE FORWARDED TO 'receiving@drydocks.gov.ae'
 * PLEASE INDICATE PO/LINE ITEM NO. IN YOUR DO/INVOICE/PACKING LIST/CERTIFICATE
 * THIS PURCHASE ORDER IS SUBJECT TO DRYDOCKS WORLD-DUBAI STANDARD TERMS & CONDITIONS AS ENCLOSED

BUYER	VATTAPARAMBIL V. SHAMSUDEEN (D08035) 06/07/2020 15:18
1st AUTHORISED BY	KISHOR JANARDHAN KAMBLE (D22985) 06/07/2020 19:10
2nd AUTHORISED BY	HITESH CHANDRAKANT JARIWALA (D16670) 07/07/2020 09:09

PURCHASE ORDER



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AS PER ARIBA RFQ- Doc444823326

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Five Hundred Twenty-Eight Point Seven

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*Drydocks World-Dubai***TERMS AND CONDITIONS OF PURCHASE**

The following Terms and Conditions shall apply to all Goods purchased by and/or services performed for Drydocks World LLC (hereinafter referred to as DDW) by the party to which this Purchase Order is addressed hereinafter referred to as "Supplier").

1. The Supplier shall supply all such materials, equipment's and services (hereinafter referred to as "Goods") in accordance with the Purchase Order (hereinafter referred to as the "PO"). DDW will not be liable for supply of orders unless they are issued on its standard order forms and duly signed by an authorized representative/s of DDW. This PO may be revoked or amended at any time before it is specifically accepted without any liability and or costs to DDW.
2. Any amended or additional terms or conditions proposed by the Supplier shall be binding if accepted by DDW in writing
3. Shipment of any part of the Goods or any initiation of work towards production of the Goods or performance of any part of the Goods ordered constitutes acceptance of this PO by the Supplier, regardless of whether the Supplier has acknowledged receipt of the PO.
4. Delivery of the Goods shall be in accordance with the terms specified in the PO. Should the Supplier fail to provide the Goods in accordance with the agreed scheduled dates of delivery, and as confirmed at time of PO award by Supplier, the Supplier will be subject to the following:
 - (i) In case shipment is not readied/delivered on the scheduled delivery date as per the agreed Incoterms, the Supplier shall be liable to pay a penalty equivalent to 2.5% per week of the value of the purchase order, up to a maximum of 5 % of the value of the purchase order for a period of 2 weeks delay.
 - (ii) In the event of a delay exceeding two weeks, the Supplier shall be provided with a grace period for delivery up to five (5) days from the date of the expiry of abovementioned 2 weeks for readiness/delivery of Goods as per agreed Incoterms. In the event that the Supplier does not provide the shipment within the aforementioned grace period DDW shall at its discretion, either
 - (a) terminate the PO with immediate effect by notification in writing to the supplier, such termination to be at no cost to DDW; or
 - (b) require that the Supplier shall deliver the shipment to DDW by air freight at his own cost for the orders originating out of the country and for orders originating within the country, shall be delivered to DDW site at their own cost together with a further reduction of 5% of the value of the purchase order as additional liquidated damages for subsequent delay after the grace period or
 - (c) DDW shall may source the affected Goods either in whole or in part as require from an alternative supplier and any additional costs and expenses incurred for procurement and delivery of Goods up to DDW premises shall be charged to the Supplier. For the avoidance of doubt, the above would not apply in the event of circumstances associated with force majeure.
 - (iii) The liquidated damages are calculated on cumulative basis and in any event, the total liquidated damages charged as per Clauses 4.(i) & 4(ii) shall not be higher than 10% of the PO value. Notwithstanding with the above, if the PO allows partial delivery of the Goods, the liquidated damages included in clause 4.(i) to 4.(iii) shall be calculated on the basis of the price of undelivered items included in the PO instead of the whole PO value, however DDW at its discretion may waive or exercise any of the rights available under Clause 4



5. All Goods shall be suitably labeled, packed (air or sea worthy), marked (with box numbers & DDW PO numbers) and shipped to DDW in accordance with the requirements of common carriers and in accordance with the International laws and regulations as may be applicable. Further, the carrier of the Goods shall have appropriate documentations, which includes but not limited to the "Material Safety Data Sheet/s", labels, placards, necessary approvals and requisites to transport the Goods. The PO number shall be mentioned on all delivery documents.
6. The Supplier shall, at all times until the delivery of the Goods, provide to DDW and its representatives full access to their and sub-supplier/sub-contractor facility, where the Goods are manufactured, sourced and stored for the purpose of DDW monitoring, inspecting and/or testing the Goods.
7. For import of the Goods the following documents must accompany the shipment. The Supplier shall forward a copy of these documents to DDW via e-mail. In the event that the Supplier does not deliver any of the required documents, DDW shall be entitled to deduct or claim the costs of clearing the shipment without these documents.
8. a) For Air Shipments: Airway Bill, invoice and packing list, insurance certificate and any other relevant documents. All original documents shall be forwarded along with the cargo (in cargo pouch).
- b) For Sea Shipments: Bills of Lading, invoice and packing list, Original Certificate of Origin attested by a Chamber of Commerce in the departure country, Original Insurance certificate and any other relevant documents. All original documents shall be forwarded to DDW by courier and courier tracking number will be intimated to DDW via an e-mail. The documents must reach DDW before the arrival of the shipment to enable prompt clearance. DDW shall be entitled to claim / deduct any charges due as a result of late delivery of the documents while shipment is in the port.
- c) For Courier Shipments: Original signed and stamped invoice, Original Packing list, airway bill and any other relevant documents. The aforesaid documents of respective shipments will be forwarded to DDW subject to the payment and delivery terms agreed in accordance with the terms specified in the PO. The original documents shall be forwarded along with the cargo (in cargo pouch). DDW shall be entitled to claim, and/or deduct any charges on account of late delivery of the documents while the shipment is at port.
- d) For Dangerous Goods: In addition to the above documents, the Supplier shall also provide "Dangerous Goods Declaration form" (declared at departure port) and "Material Safety Data Sheet/s" indicating the UN number of declared dangerous Goods. The Supplier shall ensure that they do not include the dangerous Goods in the general Goods shipment and will make arrangements to send them in a separate shipment
- e) For Telecommunication Goods: In addition to the above documents, the Supplier shall also provide comprehensive details of the Goods like brochure and catalogue, specifying the serial number, part number, model and/or brand name. The Supplier shall ensure that they do not include the telecommunication Goods in the general Goods shipment and will make arrangements to send them in a separate shipment.

*Drydocks World-Dubai***TERMS AND CONDITIONS OF PURCHASE**

All shipping documents should be consigned as below with PO number
Consignee:-

Drydocks World - Dubai LLC
Jumeirah beach Road
Post Box no: 8988
Dubai, UAE
Marks: _____ PO numbers

9. The Supplier's invoice & packing list should be in the Supplier's letter head and mandatorily contain the invoice number, date, value, currency, description of the Goods in line items, basis indicating the net and the gross weight of each package of the shipment along with the country of origin and Harmonized Systems code (HS code). The documents must reach DDW before the arrival of the shipment to enable prompt clearance. DDW shall be entitled to claim and/or deduct any charges due as a result of late delivery of the documents while shipment is in the port.
10. Supplier should make available the export license and export relevant approvals from the authorities of the departure country which will ensure that the Goods are not held up at customs.
11. The original documents should be available at the consignee's bank before the arrival of the shipment in case of CAD (Payment Terms), in order to ensure that the Goods are not held up in demurrage/storage. DDW shall be entitled to claim and/or deduct any charges due as a result of late delivery of the documents while the shipment is in the port.
12. DDW will inspect all Goods at its warehouse unless otherwise stipulated in the PO. DDW shall reject defective or non-conforming Goods in accordance with the PO and shall be under no obligation to pay for such Goods. Return of rejected Goods will be solely carried out at Supplier's cost, risk and expense. Acknowledgement of receipt of Goods will not affect DDW's right of rejection after inspection.
13. Supplier warrants that all Goods are in accordance with the PO and free from defects caused by faulty design, material or workmanship. The warranty period shall be 24 months from the date of delivery, 12 months from the date of installation/ commissioning; whichever is earlier, unless otherwise mutually agreed in writing. The Supplier shall be liable for all costs necessary to remedy any such defects that may arise during the stipulated warranty period. Failure by the Supplier to remedy such defects within a period of 10 days, after having been requested to do so by DDW shall entitle DDW to rectify the defects and claim all and any costs incurred towards the remedy from the Supplier.
14. Save as provided elsewhere in these terms and conditions of purchase, DDW may cancel the PO in the following cases.
 - (a) In the event that the Supplier fails to remedy any breach within 10 days of receipt of a notice to do so; or
 - (b) In the event of insolvency of the Supplier, the filing of insolvency proceedings against the Supplier by their creditors, shareholders or other stakeholders, or the appointment of a Receiver or Managers for the Supplier; or DDW
 - (c) Or for any other reasons, at DDW's convenience by giving notice in writing. In the event of termination under this clause 14(c) DDW shall compensate the Supplier for any acceptable and verified costs by DDW incurred arising from such termination.

Should the PO be terminated pursuant to paragraphs (a) and (b) above or under any



other clause under these terms and conditions (save for paragraph (c) above) DDW shall, in addition to all other remedies at law, be entitled to recover full damages from the Supplier. DDW shall not be liable for any loss to the Supplier, including, but not limited to, consequential loss, indirect losses, or loss of profits under any circumstances whatsoever (including, but not limited to, any termination of this PO for any reason)..

15. The Supplier shall indemnify and hold harmless DDW from and against any claims and proceedings arising from the infringement of any patent, design or trademark rights related to the ordered Goods.
16. The Supplier shall at all times maintain a high level of confidentiality relating to the PO and no information contained herein shall be disclosed to any third party without prior written approval from DDW. If a disclosure becomes necessary for the execution of the PO the Supplier shall inform DDW and ensure that the third party shall be bound by the same confidentiality clause.
17. All designs, drawings, specifications, technical data samples, gauges, tools patterns moulds and other materials supplied or loaded or made expressly to instructions or paid for by DDW, shall be marked "Property of Drydocks World Dubai LLC" and shall be and remain DDW's property and shall be returned to DDW when required, in good condition.
18. The Supplier shall not assign this PO, or any monies due as a result of this PO, without DDW prior written consent, and any attempted assignment without such consent of DDW shall constitute a breach of the terms and conditions of the PO.
19. The Supplier and his employees shall strictly observe and comply with all health, safety, security and environmental rules and regulations of DDW. Supplier shall be required to wear safety helmet, safety boot, safety goggle and reflective jacket & presence of pigeon light on top of the vehicle when on DDW premises.
20. If the Supplier or DDW are unable to perform any obligations hereunder due to circumstances beyond their control, including governmental acts, wars, national strikes, lock outs, acts of God, then the affected party shall immediately, but not later than 48 hours from the commencement of such Force Majeure event, inform the other party of such occurrences and shall accordingly forward a corrective action plan. The Supplier shall not be entitled to any additional costs under such circumstances. In the event that these circumstances persist for a period of more than 7 days, then DDW reserves the right to terminate the PO at no cost to DDW.
21. Any additional time required for delivery under Force Majeure circumstances, shall be discussed and agreed mutually. Each party shall be responsible for its own costs in the event of such an occurrence.
22. Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination or invalidity of it, shall be settled by arbitration in accordance with the Rules of the London Court of International Arbitration (LCIA). The seat of arbitration shall be the Dubai International Financial Centre (DIFC), United Arab Emirates unless otherwise agreed by the parties. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The governing law of the PO shall be the laws of the Emirate of Dubai.

*Drydocks World-Dubai***TERMS AND CONDITIONS OF PURCHASE**

23. All delivery terms shall have the meanings as assigned to them in Incoterms terms as amended.
24. All prices referred to in this PO shall be exclusive of VAT. Payments under this PO shall only be made by DDW on submission of the relevant original Tax Invoice (where applicable) to DDW in accordance with the terms of this PO.
25. The Supplier hereby warrants that it shall, at all times, comply with DDW's Business Ethics Policy, the UK Anti-Bribery Act, the United States Foreign Corrupt Practices Act and any similar legislation within the United Arab Emirates.
26. Asbestos and RCFs: The Supplier hereby undertakes and certifies that all products and Material furnished by it under these PO terms are free of RCFs (Refractory Ceramic Fibers) and asbestos meaning that the products and materials, if sampled and analysed can be determined to contain no RCFs or asbestos

Further, the Supplier also acknowledges and agrees that DDW and /or its Client shall perform random checks on the products and materials supplied to ensure that the products and the materials are free of asbestos and RCFs should the checks perform reveal failure of the Supplier to Comply with such commitment, Supplier shall be responsible for all costs losses and damages arising out of such non commitment.
27. For the avoidance of doubt, any standard terms put forward or purportedly put forward by Supplier (including any terms referred to in a quotation which is referenced in this PO) are expressly excluded and any Goods provided by Supplier shall be solely governed by these terms and conditions only.
