



شركة ناقلات كيبيل للأعمال البحرية المحدودة  
Nakilat - Keppel Offshore & Marine Ltd

Mailing Address : PO Box No.  
28388, Doha, State of Qatar.

Company  
OM TUBES & FITTINGS INDUSTRIES  
10, BORDI BUNGALOW, CP TANK  
1ST PANJARAPOLE  
400001 MUMBAI  
INDIA

ATT : MR. SANJAY MEHTA  
TEL : 67436562

PROJECT NAME : LUSAIL  
PR REFERENCE : 1000028702  
REQUESTOR : VIJAY.P

QUOTE REFERENCE : OM/80827/20-21

EX-WORKS READINESS AND DISPATCH DATE : ON OR BEFORE JULY 26, 2020

MODE OF TRANSPORT : WILL BE ADVISED

#### TERMS & CONDITIONS:

Unless otherwise specifically stated, the clauses hereinafter set forth shall form the terms and conditions of this Purchase Order.

#### 1.0 ACCEPTANCE & ACKNOWLEDGEMENT:

1.1 This purchase order and any documents incorporated herein by reference shall constitute the sole and entire agreement between both Parties hereto in relation to the subject matter hereof and supersede all prior or contemporaneous understandings, commitments, agreements, negotiations, representations and warranties, and communications, whether written or oral, unless a separate overriding written contract has been entered into and signed by the authorized representatives of the Parties

1.2 By acknowledging receipt of this Purchase order or by shipping the goods or performing the services called for by this Purchase order, Seller agrees and accepts the terms and conditions contained herein.

1.3 This Purchase Order shall be acknowledged and signed by the duly authorized representative of the Seller and affixed with its Company stamp on each of its page and must be submitted to the Buyer within one (1) working days upon receipt of the same. Failure to fully comply with these requirements may render the Purchase Order null and void.

#### 2.0 DELIVERY TERMS:

Version : 000  
Page : 1 of 12  
Vessel / Account : H.00006  
**Purchase Order : 4500049157 - Non Stock**  
Job Name / GL Desc: LNG LUSAIL - BWMS - TECHROSS  
Cost Center :  
Cost Center Desc :  
Issue Date : 12.07.2020  
Buyer Name : MILDRED CALLEJA TO  
Contact No : +97444197422  
Payment Terms : Pay within 30 days no discount  
Incoterms : Ex Works / Mumbai India  
Ship & Consign to : NKOM Ras Laffan  
Delivery Address : NKOM Ras Laffan  
Southern Breakwater  
RLIC  
QATAR  
Delivery date : 10.08.2020



2.1 The Delivery Terms of this Purchase Order shall be governed and construed in accordance with EX-WORKS MUMBAI INDIA INCOTerms 2010

### 3.0 DELIVERY DATE:

3.1 3.1 Delivery needs to be completed for items in accordance to Clause 2.1.

### 4.0 DAMAGES & SHORT SUPPLY:

4.1 Any damage or short supply of the System/ Components/Spares shall be replaced immediately upon discovery thereof at the Seller's expense without any negative impacts on the Buyer's construction schedule as per the Delivery Date mentioned in the purchase order.

### 5.0 LIQUIDATED DAMAGES:

5.1 Time is essential in the delivery . In the event the Seller delays in the delivery of the order in full, including but not limited to the related components, accessories, certificates and/or engineering documents set out on the face of this Purchase Order, as per the delivery terms hereinbefore, the Seller shall pay to the Buyer by way of liquidated damages of penalty of half percent (.5%) of the Purchase Price per week of delay, limited to maximum of Five percent (10%) of the Purchase Price. Fraction of a week shall be as one week.

5.2 In the event that the delivery is delayed beyond Fifteen (15) days after the Delivery Date, the Buyer reserves the right to cancel the Purchase Order without any obligation to it.

5.3 If due solely to the Seller's inability to attend and/or complete the commissioning of the System in the allocated time for such activity, the Seller shall pay to the Buyer by way of liquidated damages and not by way of penalty a sum equal to One percent (1%) of the Purchase Price per week of delay, limited to maximum of Five percent (5%) of the Purchase Price. Fraction of a week shall be as one week.

### 6.0 CERTIFICATIONS

6.1 All Certifications as specified on the material description needs to be accompanying the shipment and a soft copy needs to be provided before delivery to the buyer

### 7.0 PACKING & SHIPPING MARKS:

7.1 The Seller shall ensure suitable sea worthy packing as per agreed requirement to avoid damage or deterioration to the Tubular during the shipping period including but not limited to handling, loading/ unloading and transit, to the named port of destination. All packages, cases, crates, etc., shall be marked as follows:

a) NAKILAT KEPPEL OFFSHORE & MARINE LTD  
Erhama Bin Jaber Al Jalahma Shipyard, Southern Break water,



Ras Laffan Industrial City. P.O Box 28388  
State of Qatar.

N-KOM P.O. No. \_\_\_\_\_

Country of Origin: \_\_\_\_\_; and

b) Serial number of individual package covering each shipment; and

c) Gross and net weights of each package in metric units; and

d) Measurements of each package in Metric Units; and

e) Contents of each package (general description on the box) and itemized packing list to be attached as per box packing. Each item must be properly tagged and identified with the list.

7.2 The Seller shall ensure that all shipments are packed suitable to withstand the normal hazards incidental to transit and storage under tropical conditions. The Seller shall at its own cost, arrange for special packing or preservation required if any during transit for the purpose of complying with the terms, rules and regulations in respect of any of the items included in the Equipment.

7.3 The Seller shall be solely responsible for failure or breakage of packing cases due to inferior packing or non-compliance with the above conditions.

7.4 In the event of any short-shipment or items short-supplied, the values thereof must be duly declared in the invoice and packing list.

7.5 To facilitate easy identification of the components/ parts to which they pertain, the Seller shall ensure that distinct identification marks are used on labels/packing cases/packing lists, etc., as indicated by the Buyer prior to shipment dates.

7.6 Items delivered must be specifically quantified and described. There should not be identifications as "1 set" or "1 lot". However, if the Tubular is delivered as a completely assembled unit, the packing list should reflect the same accordingly, in which case, no breakdown of parts is necessary.

## 8.0 FINAL INVOICE

8.1 Invoice should bear an invoice number and invoice date.

8.2 Purchase Order requirements:

a. Ensure to have valid NKOM purchase orders mentioned on the invoice.

b. Ensure invoice value and purchase order value is matching, both by unit price and the total.

c. Ensure invoice currency is matching with PO currency.

d. Ensure to issue one invoice for each purchase order, no partial invoicing and no multiple POs in one invoice.

e. Ensure the invoice unit of measure is matching with PO unit of measure.

f. Ensure no manual corrections are made on the invoice, amendment should be replaced with new invoice mirroring the Purchase order issued.

8.3 Payment terms: Ensure to include the payment terms as listed in the NKOM Purchase Order. Invoice payment terms should match with PO payment terms.

8.4 Each invoice must be sent in different PDF documents. Multiple invoices per PDF will be returned.

8.6 Soft copy of the invoices should be sent to the Finance email ID # payables@nkom.com.qa



with a copy to:

peter.george@nkom.com.qa  
dinesh.r@nkom.com.qa  
jrahamath@qgtc.com.qa  
maleerudeen@ndsqa.com.qa  
rhuddhar@ndsqa.com.qa

8.7 Ensure to submit the invoice on time, the payment terms will be calculated from the date of submission of a correct invoice to NAKILAT Accounts Payable Dept., not the invoice issue date.

8.8 If in case the abovementioned criteria are not met, we regret to advise that the Invoices will not be able to honor the invoice and it will have to be returned.

8.9 If your invoice is returned, please ensure to resubmit the invoice with a new date to payables@nkom.com.qa

| No    | Mat No             | Description   | Unit | Quantity | Unit Price | Amount |
|-------|--------------------|---|------|----------|------------|--------|
| 00010 | 1PF471305015000003 | FLANGE COLLAR BRONZE SORF5K,15A JISB2220  | PC   | 18       | 18,56      | 334,08 |
|       |                    | FLANGE, SLIP ON RAISED FACE, COLLAR(INNER), BRONZE - JIS B2220 , SIZE:15A , 5K, WITH EN 10204-3.1 MANUFACTURER CERTIFICATE  |      |          |            |        |
| 00020 | 1PF471310015000003 | FLANGE COLAR BRONZE SORF10K,15A JISB2220  | PC   | 6        | 18,56      | 111,36 |
|       |                    | FLANGE, SLIP ON RAISED FACE, COLLAR(INNER), BRONZE - JIS B2220 , SIZE:15A , 10K, WITH EN 10204-3.1 MANUFACTURER CERTIFICATE |      |          |            |        |
| 00030 | 1PF010700000025031 | FLANGE, SORF, BRONZE, 5K, 25A, JIS2220  | PC   | 4        | 34,29      | 137,16 |
|       |                    | FLANGE, SLIP ON RAISED FACE, BRONZE, JIS2220 5K, ASME B16.5, SIZE: 25A WITH EN 10204-3.1 MANUFACTURER CERTIFICATE           |      |          |            |        |
| 00040 | 1PF020700000025031 | FLANGE, SOFF, BRONZE, 5K, 25A, JIS2220  | PC   | 10       | 34,29      | 342,90 |
|       |                    | FLANGE, SLIP ON FLAT FACE, BRONZE, JIS2220 5K, ASME B16.5, SIZE: 25A WITH EN 10204-3.1 MANUFACTURER CERTIFICATE             |      |          |            |        |

This is a system generated Purchase Order, no signature is required.



| No    | Mat No             | Description                             | Unit | Quantity | Unit Price | Amount |
|-------|--------------------|---|------|----------|------------|--------|
| 00050 | 1PF010800000025031 | FLANGE, SORF, BRONZE, 10K, 25A, JIS2220 | PC   | 2        | 34,29      | 68,58  |

FLANGE, SLIP ON RAISED FACE, BRONZE, JIS2220 10K, ASME B16.5, SIZE: 25A WITH EN 10204-3.1 MANUFACTURER CERTIFICATE

Total net value incl. tax USD 994,00

This is a system generated Purchase Order, no signature is required.



**Nakilat-Keppel Offshore & Marine Limited (N-KOM)**

**N-KOM Requirements**

For critical materials: Plates, Pipes, Profiles, Valves, Pipe Fittings and Welding Consumables, following requirements shall be met by vendors.

1. All materials shall be delivered with true copy of material certificates, purchase order and delivery note/order. Supply of materials shall be in accordance with requirements of Purchase Order.
2. Material test certificates (MTC) delivered along with product shall be clear and legible.
3. Material markings shall be as per standard referenced by material specification.
4. Materials with hand written markings will not be accepted.
5. Hard stamping on materials shall carry logo of the mill.
6. Steel materials with damaged, corroded and pitted surfaces will be not be accepted.
7. No Material originating from China shall be accepted unless specified in Purchase Order.
8. Welding consumables shall be supplied in sealed packs along with necessary certificates.

**For Equipment Purchase**

1. Operating Manual, Factory Acceptance Test Certificates and other applicable documents shall be provided to N-KOM before or during delivery.

Goods shall be rejected by N-KOM if any of the requirements cannot be met



## General Terms and Conditions of Purchase

### 1. DEFINITIONS

'Purchase Order' means the Company's Purchase Order to which these conditions apply.

'Company' means Nakilat-Keppel Offshore & Marine Limited (N-KOM).

'Seller' means the person, firm or company to whom the Purchase Order is issued.

'Contract' means the contract between the Company and the Seller consisting of the Purchase Order, these General Conditions of Purchase and any other documents (or part thereof) specified in the Purchase Order.

'Goods' means all materials, equipment, software, documentation to be supplied (whether or not in conjunction with Work) by the Seller under the Contract.

'Works' means the services to be supplied (whether or not in conjunction with Goods) by Seller under the Contract.

'PO Number' means the unique number, assigned to the Company's Purchase Orders.

### 2. PRICES

The Purchase Order price shall be fixed and firm for the duration of the Purchase Order.

### 3. TAXES AND GOVERNMENT CHARGES

3.1 The Purchase Order price shall include all local and other taxes, duties, fees and other charges levied against the Seller and applicable to this Purchase Order or the Goods and/or Works covered hereunder.

3.2 CONTRACTOR shall be responsible for payment of and shall indemnify and hold COMPANY harmless from any and all claims or liability for taxes or any charges assessed or levied by the Government of the State of Qatar or any foreign government against CONTRACTOR in connection with the Services

3.3 If the CONTRACTOR is a non-Qatari company, or has foreign stakeholders, COMPANY shall be entitled to withhold whatever taxes may be imposed upon it by the Tax Authorities within the State of Qatar as a result of COMPANY entering into this Contract with the CONTRACTOR.



#### 4. INVOICES

Invoices are to be submitted within 30 days of delivery. The original invoice and one copy should be sent to:

Finance Department, Main Office Building, Level 2, East Wing  
Nakilat-Keppel Offshore & Marine Ltd. (N-KOM)  
Erhama Bin Jaber Al Jalahma Shipyard  
Southern Breakwater, Ras Laffan Industrial City  
P.O. Box 28388, The State of Qatar

Attn: Finance & Admin Manager

Invoices should clearly state the Purchase Order Number, and shall identify the unit value of each item being supplied, the cumulative value of each individual line item (referenced within the Purchase Order), and the total value of the invoice. Failure to cross reference items being invoiced to Line Item reference contained within the Purchase Order may delay the time to process payment.

#### 5. WARRANTY

The Seller warrants that the Goods shall: (a) conform in all respects to the requirements and / or the specifications, (b) be new unless specified otherwise, (c) be fit for their known and intended purpose, (d) of good quality and workmanship, (e) free from any defect in materials, workmanship and design for the period of twelve (12) months from the date when the Goods are placed in operation or eighteen (18) months from the date of their delivery, (f) be equal to any sample and to any patterns provided or accepted by the Company, (g) be properly packed and secured in such a manner as to reach their destination in good condition, (h) assign manufacturer's warranty or any other guarantee which may apply to the goods or any part of them to the Company and (i) sold free and clear of all liens and encumbrances.

#### 6. WORKS

The Seller warrants that the Works specified in the Purchase Order shall be executed with all due care and diligence and with skill to be expected of a reputable company experienced in the type of work to be carried out under the Contract.

#### 7. VARIATIONS

The Company may at any time by notice in writing make changes within the general scope of the Purchase Order to (a) the quantity (b) the design or specification of Goods and/or Works, (c) the method of packing and delivery (d) the place of delivery and/or performance, (e) the date of delivery and/or performance. If such change increases or decreases the cost of, and/or the time required for, performance of the Contract, an equitable adjustment shall be made to the price and/or the time required for performance, provided that no such adjustment shall be made unless claimed by the Seller by written notice to Company within 7 days of receipt of the Company's alteration notice.

The Purchase Order price shall only be subject to change as a result of an agreed variation to the Purchase Order.

#### 8. INSPECTION AND TESTING





All inspections and tests shall be made as required by the specifications. The Company reserves the right at any reasonable time to inspect the materials and the right to appoint a nominated inspection authority to carry out inspection or tests on its behalf in the manufacture of the Goods and the finished Goods to be supplied under the Purchase Order, but such inspection, testing and any acceptance shall not relieve the Seller of any obligation under the Purchase Order.

**9. EXPEDITING**

The Company shall require free access, at all reasonable times, to the Seller's premises and those of Seller's sub-contractors to check on the progress of the Works. In a timely manner the Seller shall provide on request full and up-to-date information regarding such progress.

**10. TIME**

The time stipulated in the Purchase Order for delivery of the Goods and/or performance of the Works shall be of the essence of the Contract.

**11. OWNERSHIP AND TITLE**

Title to and ownership in any equipment, materials and supplies provided by the Seller for incorporation into the Goods shall vest in the Company as soon as such items become identifiable as being the subject matter of the Purchase Order. However, the Company may, at any time thereafter, accept or refuse at its sole discretion the ownership of any of the same which may not be in conformity with the requirements of the Contract, in which event title shall re-vest immediately in the Seller.

All items of Company property in the possession of the Seller shall be suitably marked or clearly identified as the property of the Company.

**12. RISK**

The Goods shall remain at the Seller's risk until delivery is effected as provided in the Contract.

**13. PAYMENT**

Payment terms are net 45 days after either delivery of the Goods or performance of the services or receipt of the Seller's invoice, correctly prepared and adequately documented with PO Number prominently referenced, whichever is the latter, unless otherwise agreed.

**14. PATENTS**

The Seller shall protect, indemnify and hold harmless the Company, its agents, employees, successors and assigns against any and all liability, loss, cost or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright, trademark, or other intellectual property rights, foreign or domestic, resulting from the use or resale of the Goods, the subject matter of the Purchase Order, or any part thereof.

**15. LICENCES, CERTIFICATION AND PERMITS**

The Seller shall comply will all statutes, regulations and requirements of any government or other competent authority but not limited to Marine Classification Societies, BSI standards relating to the supply of Goods and/or Works. Seller shall obtain any licences, consents, or permits required to carry out the Contract. The appropriate documents shall be supplied without charge unless otherwise stated in the Purchase Order.



**16. SOFTWARE LICENCE**

The Company is hereby granted a perpetual and non-exclusive licence to use any software supplied as an integral part of the Goods.

**17. INJURY AND DAMAGE**

The Seller is considered an independent contractor and shall indemnify, protect, save and hold harmless the Company, its agents, employees, successors and assigns from any and all claims of whatsoever nature arising out of the supply by the Seller, its agents or employees of the Goods and/or performance of the Works, as detailed in the Purchase Order.

**18. INSURANCE**

Seller shall maintain for the duration of the Contract adequate insurance provisions to meet all statutory requirements and Sellers obligations detailed in the Contract including but not limited to liabilities for loss, damage and injury to person including death.

**19. PUBLICITY**

The Seller undertakes to maintain confidentiality of the Purchase Order and all related information and to make no publicity releases or announcements which relate to the Goods and Services or the supply thereof under this Contract without the prior permission of the Company.

**20. TERMINATION**

The Company may at any time give written notice to the Seller to terminate the Purchase Order forthwith, and in such event the Company shall arrange to have paid, and the Seller shall accept in settlement of all claims under the Purchaser Order, such sums as shall reasonably compensate the Seller for all work done and obligations assumed by it in performance of the Purchase Order prior to its termination, and for all work reasonably done by it giving effect to such termination. In the event of such termination, any materials for which payment has been made to the Seller shall become the property of the Company, who shall be entitled to take delivery at the Company's expense or dispose of such materials at its discretion.

If the Seller does not provide an order acknowledgement, Company shall have the right to cancel the Purchase Order at any time without liability and without cost to Company.

**21. REMEDIES**

If the Seller fails to comply with any of its obligations under the Contract then, notwithstanding that such failure may have been discovered by Company after delivery or performance, Company may at its sole discretion and at the Seller's risk and expense, do any of the following (in combination, if appropriate):

- (a) terminate the Contract at any time.
- (b) reject and return the Goods.
- (c) require the Goods or Works to be replaced or redone within a timeframe acceptable to Company.
- (d) repair any defects in the Goods or the Works itself or have them repaired by others.

**22. APPLICABLE LAW AND JURISDICTON**



The Contract shall be governed by the laws of the State of Qatar and the Parties agree to submit all disputes to the exclusive jurisdiction of the Qatari Courts.

**23. ASSIGNMENT AND SUB-CONTRACTING**

The Seller shall not assign or sub-contract the Purchase Order or any part thereof or any money to become due hereunder without the prior written consent of the Company. Any such permitted assignment or sub-contracting shall not relieve the Seller of any of his obligations under the Purchase Order.

**24. DELIVERY TERMS**

The Company reserves the right to cancel the Purchase Order if specified delivery is not achieved. Delivery is to be made to the specified destination in the Purchase Order.

**25. PACKAGING DOCUMENTATION AND MARKING**

All Goods are to be packaged in accordance with the instructions detailed in the Purchase Order and clearly marked on the outside with the Company's full Purchase Order number.

Hazardous goods are to be packaged, marked and supplied with the appropriate documentation, including the hazardous goods classification codes. All such goods are to be packed to export standard in such a manner as to meet local or statutory requirements. In the event Seller fails to advise Company of the hazardous nature of the goods or fails to take the appropriate action required by local or statutory authorities, then Seller agrees to reimburse the Company all costs, damages, fines, expenses or replacement costs incurred by the Company.

The Seller warrants to supply a delivery note with all consignments clearly detailing the number of packages, the weight of each package in kilos and details of the items and quantities in each. In addition the consignment must contain a proforma invoice showing itemised unit net prices of the goods being supplied.

**26. INSOLVENCY OF THE SELLER**

If the Seller shall become bankrupt or insolvent, or a receiving order is made against him or he compounds with his creditors, or being a corporation, a petition for the compulsory winding-up thereof is presented or granted or a member's voluntary winding-up (not being for the purposes of reconstruction or amalgamation thereof) commences or on the appointment of a Receiver or Manager of all or part of its assets, or of an Administrative Receiver, Administrator, the Company shall, in accordance with the provisions of clause 21, be at liberty to terminate the Purchase Order forthwith by notice in writing to: (a) the Seller, Receiver, Manager, Administrative Receiver, Administrator or Liquidator, or to (b) any person in whom the Purchase Order may become vested. In addition the Company may give such Receiver or Manager or Administrative Receiver or Administrator or Liquidator or other person the option of carrying out the Purchase Order subject to his providing a guarantee for the due and faithful performance of the Purchase Order up to an amount to be agreed.

**27. SAFETY, HEALTH AND ENVIRONMENT**

The Seller shall be responsible for complying with all relevant Health and Safety regulations and for taking all necessary Health and Safety precautions relating to or arising out of the performance of the Purchase Order to protect the Goods, Seller Personnel, the personnel of Company, the general public, all other persons, the property of Company and the property of third parties.



Where Goods to be supplied are of a hazardous nature as defined by any Local or Statutory Authorities, Seller warrants that it will provide Company with information on the nature of the hazard and the hazardous goods classification codes.

Without prejudice to the Seller's general and legal responsibility for the Health and Safety of its operations and of the personnel and property involved, where Company has notified the Seller of any specific Health and Safety requirements that are applicable to the Purchase Order, the Seller shall comply therewith.

The Seller shall at all times have due regard for the environment by minimising any actions that would have an adverse effect.

## 28 . GENERAL

The provision of these General Conditions of Purchase shall apply to the exclusion of all other written terms and conditions of the Seller or the Company, save for those set out in the Purchase Order which shall take precedence in the event of conflict with these General Conditions, and nothing said or written in the course of negotiations or otherwise shall have contractual or other legal effect unless it is expressly incorporated in the Purchase Order or the documents (including the specification) which are annexed or referred to, and made part of the Purchase Order.