
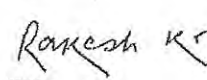


PURCHASE ORDER (PO)		P.O. NO	Rev. No.
 PUNJLLOYD LIMITED 78 Institutional Area Sector 32, Gurgaon 122001, India PHONE : 0124 - 2620123 FAX NO : 0124 - 2620111		PTIN17 / 414172	0
		Punj Lloyd Ltd Corporate office 1, 78 Institutional Area Sector 32 Gurgaon IN	
VENDOR		BILL TO	
WINTECO Corporation #1301 Baek Sang Tower, 60-17, Gasan Dong #1301 Baek Sang Tower, 60-17, Gasan Dong Geumcheon-Gu, Seoul, Korea		Punj Lloyd Ltd Corporate office 1, 78 Institutional Area Sector 32 Gurgaon IN	
CUST CODE	Vendor No	P.O Date/Buyer	Revised Date / Buyer
	105763	21-FEB-16 TIWARI, Mr PANKAJ KUMA	22-FEB-16 TIWARI, Mr PANKAJ KUMA
Pmt Terms		Ship Via	Delivery Terms
As per Annexure			
Freight		Requestor	Vendor Contact
As per Annexure		Rayadu, Mr Sai prasad S. S	+60122544673
PO Description: PURCHASE ORDER FOR MECHANICAL DESIGN, FEM ANALYSIS, DETAIL ENGINEERING, MATERIAL PROCUREMENT, MANUFACTURE, TESTING, INSPECTION, PAINTING, SUPPLY, ERECTION, INSTALLATION, PWHT, HYDROTESTING AND COMMISSIONING OF LIGHT CRACKED NAPHTHA STORAGE VESSELS (SPHERES -2 No's)			

S.No	MATERIAL DESCRIPTION/DELIVERY/QTY.	UNIT PRICE	TOTAL PRICE
1	(TAG#S150-V-002A) SPHERE-Light Cracked Naphtha Storage Vessel Including support system and complete in all respect as stated 6350000 USD	1.00	6,350,000.00
2	(TAG#S150-V-002b) SPHERE-Light Cracked Naphtha Storage Vessel Including support system and complete in all respect as stated 6350000 USD	1.00	6,350,000.00

Amount In: Twelve Million Seven Hundred-Fifty Thousand Words	TOTAL:	USD	12,700,000.00
Please Mention Purchase Order number In All Transactions	 AUTHORISED SIGNATORY		

Punj Lloyd Ltd

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P.O. No PTIN17 / 414172

NOTES TO SUPPLIER :-

SUBJECT: PURCHASE ORDER FOR MECHANICAL DESIGN, FEM ANALYSIS, DETAIL ENGINEERING, MATERIAL PROCUREMENT, MANUFACTURE, TESTING, INSPECTION, PAINTING, SUPPLY, ERECTION, INSTALLATION, PWHT, HYDRO-TESTING, AND COMMISSIONING OF LIGHT CRACKED NAPHTHA STORAGE VESSEL (SPHERE).

REFERENCES

- a) Your initial offer dated 29 June 2015 by email.
- b) Your revised offer dated 22 September 2015 by email.
- c) Your final offer dated 21 October 2015 by email obtained after the reverse auction and further commercial negotiations.
- d) Letter of Award (RAPID/PLSB/SPHERES/2015/007 Rev 1 dated 17 December 2015).
- e) Letter of Award (RAPID/PLSB/SPHERES/2015/007 Rev 2 dated 04 January 2016).

1. SUBCONTRACT AWARD

This Purchase Order serves to confirm the award by Punj Lloyd Limited (hereinafter referred to as "PLL") for the above SUBCONTRACT to Winteco Corporation (Korea), (herein after referred to as "SUBCONTRACTOR"). SUBCONTRACTOR'S scope shall include but not limited to as per our RFQ (Enclosed as attachment 2 to this documents).

2. APPLICABLE DOCUMENTS / CORRESPONDENCES

Terms & Conditions in this Purchase Order / Work Order shall bear reference from SUBCONTRACTOR's Quotation received dated 29 June 2015 and all the email correspondence after that & confirmation dated 21 October 2015.

This SUBCONTRACT Agreement shall be read in conjunction with conditions agreed in Techno Commercial Meeting. (Reference to TQ-1, TQ-2 and Commercial Negotiation's).

3. SUBCONTRACT PRICE

The total SUBCONTRACT PRICE shall be 12,700,000.00 (In Words American USD Twelve Million Seven Hundred Thousand Only) including all taxes but excluding GST 6% (if Applicable). The SUBCONTRACT PRICE shall remain fixed and firm for the referred scope of works and shall not be subjected to any kind of escalation throughout the duration of the SUBCONTRACT, including currency and oil price fluctuations.

The SUBCONTRACT PRICE shall include any and all costs, including any risk, contingencies, overhead, profit, taxes, duties, levies; fees of any kind, all other expense and charges required for fulfilling all obligations arising from execution of the SUBCONTRACT WORKS and shall only be adjusted in accordance with the SUBCONTRACT.

NOTES TO SUPPLIER:-

4. SCOPE OF WORK:

The Scope of Work with respect to this Purchase Order shall be as specified but not limited to in Request For Quotation (RFQ) Ref No: RAPID-P0022-PUNJ-PUR-RFQ-0001-0006 Rev-B including Fire Proofing & Insulation.

5. TERMS OF PAYMENT

A. The payment Terms for this SUBCONTRACT works shall be but not limited to the following:-

- I. 10% mobilization advance against submission of Advance Bank Guarantee (ABG) @ 10% of SUB-CONTRACT Price & Performance Bank Guarantee (PBG) 10% of the SUB-CONTRACT Price in accordance to Clause 4 & Clause 5 of Special Conditions of SUB-CONTRACT.
- II. 5% of total SUB-CONTRACT price on Prorata basis against total Engineering.
- III. 50% of total SUB-CONTRACT Price on Prorata basis against Fabrication and Erection.
 - a) 10% of total SUB-CONTRACT Price after placing order to mill maker for material.
 - b) 5% of total SUB-CONTRACT Price after shipment of material.
 - c) 35% of total SUB-CONTRACT Price on Prorata basis against fabrication and erection.
- IV. 20% of total SUB-CONTRACT Price on Prorata against completion of NDT Services.
- V. 5% of total SUB-CONTRACT Price on Prorata against completion of Hydro Test.
- VI. 5% of total SUB-CONTRACT Price on Prorata against completion of blasting and painting.
- VII. 5% of total SUB-CONTRACT Price on Prorata basis against final handover of SUB-CONTRACT Works subject to clause 11.0 of this Purchase Order.

NOTES TO SUPPLIER :-

- B. CONTRACTOR shall effect payment within 30 days from the date of approval of the invoice supported with all relevant documents at Project Department / Quantity Survey Department. Payment shall be made on the basis of quantities certified by CONTRACTOR's representative. The number of payments to be made to the SUBCONTRACTOR shall be restricted to one in each calendar month. The payment shall be made after deduction of, Advance Payment, retention money, applicable taxes / duties / levies.
- C. Notwithstanding the release / payment of bills by CONTRACTOR to the SUBCONTRACTOR, the SUB-CONTRACTOR shall ensure that the payment of wages and other statutory payments within time limit. There shall not be linkage between release / payment of bill by CONTRACTOR to the SUB-CONTRACTOR and the payment of wages / other dues by the SUB-CONTRACTOR to his workers.
- D. The first payment would be released after the SUBCONTRACTOR has fulfilled its primary responsibilities of obtaining labour license and maintaining records in compliance to Applicable Malaysian Laws (As applicable).

6. MOBILIZATION TIME & SCHEDULE

- A. The SUBCONTRACTOR shall mobilize required resources at Project Site Immediately in consultation with CONTRACTOR's representative, and any delays in this regard shall be at the risk and cost of SUBCONTRACTOR. Personnel shall be mobilized based on requirement and manpower loading plan.
- B. The period of completion of work shall be 20 (Twenty) months. The start date shall be considered from the date of Letter of Award Ref No: RAPID/PLSB/SPHERES/2015/007 Rev 1 dated 17 December 2015. Any delay due to failure of the SUBCONTRACTOR to provide securities for advance payments or failure to sign the SUBCONTRACT in time shall be considered as delay on the part of the SUBCONTRACTOR.

7. CORRESPONDENCE ADDRESS

While corresponding with PLL, SUBCONTRACTOR shall make reference to the Purchase Order Ref. No. i.e. PTIN17 / 414172 Rev 0 and shall be addressed to-

Punj Lloyd Limited
78 Institutional Area, Sector 32
Gurgaon 122001, India.
T: +91 124 2620123, F: +91 124 2620111
www.punjllloyd.com
Attention: Project Director

NOTES TO SUPPLIER :

8. EFFECTIVE DATE

This SUBCONTRACT shall be effective from the date 17 December 2015. Thereon SUBCONTRACTOR is authorized to make all necessary arrangements to pursue with and actually commence the SERVICES subject to the terms of this Purchase Order / Work Order.

9. Defect Liability Period:

Defect liability period applicable for this CONTRACT shall be from the date of provisional acceptance of SUBCONTRACT Works, in line with the PRIME CONTRACT entered by CONTRACTOR with OWNER, 12 (Twelve) months from the date of completion of Work as per certificate of the CONTRACTOR's representative.

10. FORMAL SUBCONTRACT

This Purchase Order / Work Order shall constitute the agreement between CONTRACTOR and SUBCONTRACTOR

11. OTHER TERMS & CONDITIONS

- A. Non-recoverable / Unaccountable Scrap shall be considered as 1.00% (One Percent) of the theoretical weight of the final product (Spheres).
- B. Recoverable / Accountable scrap shall be calculated based on the approved drawings and Plate Size supplied by CONTRACTOR. SUBCONTRACTOR shall make all out efforts to minimize the quantum of recoverable scrap while preparing the detailed drawings / cutting schedule which is subject to CONTRACTOR's approval. All the workable suggestions made by CONTRACTOR to minimize the recoverable scrap shall be incorporated in the detailed drawings by the SUBCONTRACTOR without any cost implication. For all the recoverable scrap, CONTRACTOR shall debit the SUBCONTRACTOR @ USD 0.12 per kilogram. Since plates are being supplied by the CONTRACTOR as Custom Duty free material (Custom Duty unpaid), SUBCONTRACTOR will be responsible to pay all the Custom Duty & Local Taxes as applicable to clear the scrap from Custom Authorities without any cost implication to the CONTRACTOR. Till Custom formalities are complied, scrap shall remain the property of Consignee / CONTRACTOR. Thereafter ownership will change in favour of SUB-CONTRACTOR.
- C. Any requirement of Steel Plates over & above the approved drawings shall be debited to SUBCONTRACTOR by CONTRACTOR on the basis of actual landed cost + 5% service charges.

NOTES TO SUPPLIER :-

12. LIQUIDATED DAMAGES

- a) Without prejudice to any other rights or remedies available to the CONTRACTOR under the SUBCONTRACT or in law, if SUBCONTRACTOR, for any reason other than Force Majeure, suspension of work by CONTRACTOR in terms of the SUBCONTRACT, fails to achieve the targets specified in the Progress Schedule by their due date or fails to complete the Work in accordance with the Completion Period, SUBCONTRACTOR shall be liable to pay to CONTRACTOR, as ascertained and agreed liquidated damages not amounting to penalty, an amount equivalent to 1% of the Total CONTRACT Value for each week of delay or part thereof subject to a maximum of 5% of the Total Contract Value.
- b) CONTRACTOR may, at its sole discretion, and without prejudice to its right to recover any or all of the liquidated damages by any other method of recovery, deduct the amount of such liquidated damages from any money due or which may become due to SUBCONTRACTOR.
- c) The payment or recovery of sums hereunder shall not relieve SUB-CONTRACTOR from any of its other obligations and liabilities under the CONTRACT.

13. APPLICABLE LAW

This Purchase Order is governed, construed and affected in accordance with the laws of Malaysia. SUBCONTRACTOR shall comply with all applicable laws, rules and regulations for obtaining Regulatory authorities' approval, licenses, permits etc for the performance of the SUBCONTRACT.

14. DEFINED TERMS

The terms defined herein shall have the same meaning as assigned to them in the SUBCONTRACT unless otherwise provided herein.


15. ACKNOWLEDGEMENT

Please acknowledge receipt of this Purchase Order and return one duplicate original to us within three (3) working days from the date of this Purchase Order.

NOTES TO SUPPLIER :-

Thanking You,

Yours faithfully,
For Punj Lloyd Limited


Authorized Signatory

Accepted by
Winteco Corporation (Korea)


Authorized Signatory

ENCLOSURE forming the Integral part of the SUBCONTRACT:

1. Priced BOQ as agreed by the CONTRACTOR AND SUBCONTRACTOR
2. RFQ Ref: RAPID-P0022-PUNJ-PUR-RFQ-0001-0006 Rev-B. & all the attachments.
3. Un-priced BOQ.
4. General conditions of SUBCONTRACT as agreed by the CONTRACTOR AND SUBCONTRACTOR
5. Special Conditions of SUBCONTRACT as agreed by the CONTRACTOR AND SUBCONTRACTOR
6. Annexure Prescribed SUBCONTRACT Terms as agreed by the CONTRACTOR AND SUBCONTRACTOR.
7. Technical Query Closure (Reference to TQ-01 & TQ-02).
8. Amendment to MR for Fire Proofing and other confirmations.



