QATAR NAVIGATION (QPSC)

SHIP REPAIR & FABRICATION

Telephones
Office : 4771690 / 4771695
Fax : 4771687

Telex : 4206 DH
Cable : "NAVIGATION" Doha
Bank A/c:QNB Main Branch
P.O.Box 1000, Doha - Qatar
Swift Code : QNBAQAQA
QAR A/C No. 0013-000309-060
USD A/C No. 0013-000309-061

INVOICE

100257
RUWAIS MARINE SERVICES WLL
Doha Doha QA

INVOICE NO: SFWK/INV/012774/2021
DATE: 31/05/2021
EXPENSE A/C:
W/O NO: 20-010777 / 1
W/O REF: MLO20105

Vessel Name/Description : INSTALLATION OF ENGINES

Job No	Description	Line Amount
	PO# 21939/J1434	
1800	MOUNTING PLATE FOR ENGINES:- Job cancelled.	
1801	FABRICATION AND INSTALLATION OF ELECTRICAL PANEL FOUNDATION FRAME -2 NO:- Procure aluminium materials, fabricate & install the 2 nos frame with mounting drill holes at Naval base. Size of frame - 1200 x 430 and height 100mm x 2nos Aluminum flat bar - 50 x 8mm - 12 mtrs Aluminum Angle bar - 50 x 50 x 6mm - 02 mtr. Aluminum Plate - 8mm x 100 x 400mm - 2 nos. As per our quotation EM 15654	4,800.00
5050	INSTALLATION OF MAIN ENGINES & GEAR BOXES:- Services of manpower and tools provided at naval base dryberth under owner's representative and following works to be carried out. owner's supplied 4 nos. new main engine (MAN-D2676LE443-I6-730) and new gearbox (ZF 325-1A) to be installed in position. Port and stbd gearboxes coupled with tailshafts. Engines to be aligned with gearbox to tailshafts and all foundation bolts to be torqued. As per our quotation EM 14312 C, item 1	49,896.00

E & O.E

for **QATAR NAVIGATION (Q.S.C)**
SHIP REPAIR, FABRICATION & ENGINEERING DIVISION

This is a computer generated invoice and no signature/stamp required.
Any discrepancy on this document should be notified to us within 3 working days from the receipt of the document.

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INVOICE

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RUWAIS MARINE SERVICES WLL
Doha Doha QA

INVOICE NO: SFWK/INV/012774/2021
DATE: 31/05/2021
EXPENSE A/C:
W/O NO: 20-010777 / 1
W/O REF: MLO20105

Vessel Name/Description : INSTALLATION OF ENGINES

Job No	Description	Line Amount
6000	INSTALLATION OF PIPELINES :-	53,200.00
	Installed the owner supplied pipelines for exhaust system, ship cooling system, fuel system and fittings as per your supervision and approved drawings - 4 engines.	
	Additional:- Modification carried out erection of pipelines.	
	Based on our quotation EM 14312 C, item 3	
9100	SERVICE OF ELECTRICIAN TO BE PROVIDED:-	13,800.00
	Service of electrician provided to work under the direct supervision client arranged service engineer.	
	As per our quotation EM 14312 C, item 4	
9101	Job Cancelled.	
	Note:-	
	PDC received. PDC receipt no 00000110	

Invoice Amount --> 121,696.00

(QAR - One Hundred Twenty-One Thousand Six Hundred Ninety-Six Only)

E & O.E

for **QATAR NAVIGATION (Q.S.C)**
SHIP REPAIR, FABRICATION & ENGINEERING DIVISION

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PART II (GTC)

GENERAL TERMS AND CONDITIONS ("GTC") FOR DOCKING AND SHIP REPAIR SERVICES

These non-negotiable General Terms and Conditions apply to the performance of ship repairs, ship conversions, work on equipment or parts of ships including but not limited to any kind of dock work; and forms an integral part of any and all quotations and contracts of the Contractor on which the Contractor appears as a contractor for delivery and performances of the Works and shall apply to any current or future business relationship.

1. Definitions

"Additional Works" means all work, if any, in addition to or modification of the Works.
"Agreement" means the agreement between Contractor and Customer composed of this agreement, its annexes and schedules, the Quotation and the Order.
"Commencement Date" means the next working day after the date the Contractor accepts delivery of the Vessel; "Contractor" means the party stated Part 1;
"Customer" means the owner of the Vessel and/or employee, master, authorized representative or agent of the owner;
"Customer's Personnel" means any employee, agent, representative, contractor or third party appointed by the Customer in relation to the Works, except the Contractor.
"Delivery" means the delivery of the Vessel to the Contractors at the Yard;
"Force Majeure" means any act of God; Government order, decree, requisition control, intervention or requirement; any circumstances arising out of war, war-like conflict or terrorist act; riots or civil unrest; epidemics and natural disasters; strikes, lock-outs and other industrial actions; fire, accidents and explosions; power-outs and other supply failures; and any other actions outside of a party's control.
"Government" means any governmental authority, department, ministry or agency in the State of Qatar.
"Order" means any purchase order or written order relating to the Work issued by the Customer to the Contractor;
"Price" means the price to be paid by the Consumer for the Works described in the Quotation, as amended by any Additional Works, Reductions, and additional expenses or otherwise stated in clause 6 herein.
"Quotation" means a quotation including a preliminary assessment of the Price for the Works issued by the Contractor to the Customer; a Quotation is subject to alteration for Additional Works, Reductions and as otherwise stated in these conditions;
"Redelivery" means the redelivery of the Vessel to the Customer at the Yard;
"Reductions" means all deletions, if any, to the Works as approved by the parties.
"Vessel" means any vessel, ship, barge, tug or any other floating marine structure;
"Work" means the works undertaken on the Vessel as may be amended by any Additional Works and/or Reductions;
"Work Sheet" means any letter or report issued by the Contractor to the Customer summarising any completed Work or part thereof, whether at full completion or at other regular intervals.
"Yard" means Contractor's shipyard in Messaied.

2. Offer and Conclusion of the Contract for Works

2.1 Contracts are only deemed to be concluded once the Contractor has accepted in writing the Order, the Customer has accepted a Quotation, or the Contractor performed the Works (wholly or partly) ordered by the Customer.

2.2 The issue of the Order shall (without prejudice to any other manner in which acceptance of the Agreement may be evidenced) be deemed to constitute acceptance of these General Terms and Conditions by the Customer.

3. Vessel Delivery and Re-Delivery.

3.1 Unless otherwise expressly agreed, the Vessel shall be delivered to and redelivered by the Contractor in a condition that allows for the performance of the Works, in particular, gas-free, cleaned, without hazardous cargo, and in accordance with safety requirements either at the Yard or any location designated by the Contractor.

3.2 Customer shall provide the Contractor with all the necessary drawings, specifications and procedures required to carry out the Work. If the Contractor is instructed to carry out the Work without such necessary specifications, drawings and procedures having been made available to it, the Customer shall be fully responsible for all consequences which may arise as a result of the lack of such specifications, drawings and procedures.

3.3 The Contractor shall be entitled to reject Delivery of the Vessel at its sole discretion in the following events:

a) The Vessel is not delivered in the conditions described in sub-clause 3.1 above on Delivery Date as stated in Box 7; or
b) The Customer has failed to fulfill any of its obligations (including without limitation, its payment obligations) in respect to the Vessel and/or any previous orders or quotations.

3.4 ~~If, for any reason, the Vessel is not delivered to the Contractor on or before the date stated in Box 8, the Contractor shall have the right to cancel the Performance of the Works and recover any and all costs and expenses incurred by the Contractor in performance of its obligations arising therefrom up to the date of cancellation.~~

3.5 ~~The Delivery Date shall be subject to adjustment or change due to unexpected repair works or defects being found on other vessels lying in dock of which immediate and continuous repair is deemed necessary in the opinion of Contractor.~~

3.6 ~~The Customer shall remove the Vessel from the Yard upon completion of the Works on the date indicated by the Contractor. Without prejudice to any demurrage charges due by the Contractor under clause 3.7 below, the Customer shall be liable to pay to the Contractor a penalty charge as stated in Box 6 per day that the Vessel remains in the Yard after the date indicated for its removal in addition to all direct and indirect costs, expenses, liabilities and damages incurred by the Contractor as a result of the Customer's failure to remove the Vessel.~~

~~3.7~~ ~~The Contractor shall be entitled to demurrage per every day that the Customer is delayed in removing the Vessel of the Yard upon completion of the Works, in addition to any other rights or remedies available to the Contractor at contract and/or law.~~

3.8 The risk of accidental loss or accidental deterioration of the Vessel shall pass to the Customer in any case upon redelivery of the Vessel. Should the same be delayed for reasons for which the Customer is responsible, the risk of accidental loss and accidental deterioration of the Vessel shall pass to the Customer on the day on which the notice of `readiness for redelivery or delivery is given to the Customer.

4. Performance of the Works and Additional Works

4.1 The Contractor shall perform the Works in accordance with the usual practice prevailing at the Yard, but shall comply with Customer's reasonable requests in regards to materials and execution of the Works insofar as such requests fall within the scope of the Works and/or within the marine standards and/or within the class and/or flag state rules and regulations.

4.2 The Works shall be performed within normal working hours. Any overtime carried out by the Contractor on Customer's request, shall be subject to extra cost as per the Contractor's standard rates.

4.3 ~~It is the sole responsibility of the Customer to ensure that the Vessel is in such a condition that the Work can commence upon agreed time schedule and can proceed continuously until the Work is completed and to advise on and arrange for and maintain all necessary permissions,~~

PART II (GTC)

~~permits or certificates from the appropriate authorities or classification societies required by the law or by the public authorities. All costs arising there from shall be borne by the Customer.~~

4.4 If there is anything to be supplied by the Customer as agreed between the parties for the performance of the Works, the Customer shall deliver it to the Contractor at such time and place as agreed by both parties. Should the Customer's supply be so delayed in delivery as to affect the Estimated Completion Period, such Estimated Completion Period shall be extended to meet the Contractor's requirements and the Contractor reserves the right to decline any particular work to which there is such a delay.

4.5 Should any change in the Works and/or Additional Works be required, the Customer shall give Contractor sufficient notice and the Estimated Completion Period and Price shall be adjusted accordingly. It shall be at the sole discretion of Contractor as to whether Contractor agrees to undertake any such variation and/or Additional Works.

~~4.6 The Customer acknowledges and understands that any delay in notifying the Contractor of any variation of the Works and/or Additional Works may result in extra expenses, including without limitation, any berthing charges and the cost of keeping labor idle on the Work, which shall be paid by the Customer.~~

~~4.7 Contractor's personnel carrying out Work for the Customer shall complete time sheets on a daily basis, which shall be countersigned by the Customer's Representative. If the Customer's Representative does not countersign or approve the time sheets that have been filled in by Contractor's personnel, the Customer must immediately inform the Contractor in writing of the reason for the refusal to approve the time sheets.~~

4.8 All Work shall be carried out in compliance with applicable safety regulations and Contractor's HSE standards. The Customer's Representative shall be responsible for ensuring that all necessary safety measures are taken as per codes and applicable regulations, and that a safe and healthy work environment is provided at all times.

4.9 Should any specified materials or equipment not be available at the time required, the Contractor may use suitable alternative material or equipment in substitution thereof.

~~5. Painting~~

~~5.1 Customer shall provide Contractor with application and technical specifications in regards to any paint works to be undertaken. Contractor will carry out the paint works in accordance with paint supplier's specifications and instructions, who shall additionally appoint a technical representative (at no cost or expense to Contractor) to examine, monitor and inspect the paint works.~~

~~5.2 Contractor shall not be liable for any damages, costs, expenses and liabilities arising out of the paint; and all warranties on respect of paint quality and specifications should be issued by the paint supplier to the Customer.~~

~~5.3 Contractor does not make any warranties or representations with respect to the suitability of the paint for the Vessel and/or Works, paint's quality, specifications or characteristics.~~

6. The Contract Price

6.1 In exchange for the Works, the Customer shall pay the Contractor the Price stipulated in Part I of this Agreement or the Quotation, as applicable.

6.2 The Price is calculated on an ex-works basis and is exclusive of (a) any tax, duties or governmental fees as applicable, (b) any import or export costs and expenses, customs duties and tax, storage, transportation or any related cost and expense, which shall be borne by the Customer.

~~6.3 If any Work is carried out by the Contractor and no prior price agreement has been made, Contractor's standard rates shall be applicable. Unless otherwise agreed, all other costs and expenses incurred by the Contractor in regards to the Works, including without limitation, the cost of materials, spare parts, telecommunication charges, travel expenses and transport, storage, freight and other out of pocket expenses shall be borne by the Customer at cost plus 15% administration and handling fees.~~

~~6.4 The Contractor reserves the right to revise the rates provided in the Quotation and/or agreed upon by the Parties in the event of changes occurring in the cost of labor, material or other cost factors before the completion of the Works.~~

~~6.5 Any charges for tugs, pilotage, transporting, harbor dues, carnage, and such like cash disbursements except those included in the Quotation shall be invoiced to the Customer as additional expenses.~~

~~6.6 The Price agreed upon for the Work as stipulated herein, shall not determine the prices with regard to Additional Works (including without limitation any supplies and services), in respect to which the applicable rates shall be those applied when invoicing the Additional Works, supplies and services for which no other price has been agreed.~~

6.7 Unless alternative credit arrangements have been agreed by the parties, full payment of the Price as stated in Box 6 (or as amended in the case of Additional Works, Reductions or otherwise stated in this clause 6) for the Works shall be become due on completion of the Works without deduction. The Contractor shall be entitled to charge the interest rate of 1% of the due amount as stated in the final invoice per month in account of any delayed payments. The Contractor reserves the right to request for progress payment based on value of Works performed.

6.8 If the Contractor does not receive any objection in writing from the Customer relating to any invoice for the Work within 10 days from the date of such invoice the Customer shall be deemed to have accepted the same and to have waived any and all rights to raise objections thereafter.

~~6.9 Notwithstanding that the Contractor may have agreed for payment to be made by the Customer in installments, upon Customer's default of any of its payment obligations hereunder, the Contractor may (without prejudice to any of its rights and/or other remedies available to Contractor at contract and/or law) by notice in writing to Customer declare the whole contract price (including but not limited to charges for any Additional Works) to be immediately due and payable whereupon the Customer shall forthwith pay the same to the Contractor, together with any interest accrued and all other sums payable hereunder.~~

6.10 The Vessel shall only be redelivered by the Contractor upon full payment of the Price and any other sums due to the Contractor by the Customer. If the redelivery of the Vessel is delayed due to default in payment by the Customer, all demurrage and other costs shall be for the account of the Customer.

~~6.11 In the event of a reduction of the scope of Work, a credit shall be given to the Customer equivalent to the cost saved by the Contractor, if any, as determined by the Contractor at its sole discretion.~~

7. Customer's Representative

7.1 The Customer shall notify the Contractor before the Work is commenced, of the name of its representative (the "Customer's Representative") for the Work. The Customer's Representative shall be fully authorized to act on behalf of the Customer in all matters relating to the Work, including but not limited to:- (a) make decisions required in respect of the Work; (b) approve plans, drawings, calculations and documents; (c) agree to extra

PART II (GTC)

Work being carried out or to the cancellation of all or a portion of Work; (d) accept the Work and issue Completion Certificates; (e) approve and countersign Contractor's invoices, time sheets and other relevant documentation.

8. Suspension of Works

8.1 Notwithstanding any other rights and remedies available to the Contractor under law or contract, the Contractor shall be entitled to suspend the Works in the event that the Customer is delayed and/or fails to fulfill its obligations, including without limitation, any default in payment and/or failure to supply materials.

8.2 The Customer shall bear any and all costs arising out of the suspension of the Works due to Customer's default as detailed in clause 8.1 above.

9. Sub-Contracting of the Works and Assignment

9.1 The Contractor shall be entitled to subcontract all or part of the Works.

~~9.2~~ ~~Insofar as the Works are performed in the Yard, the Customer shall not cause other work to the Vessel to be done by any third party except with the prior written consent of Contractor. Such third party must comply with the Contractor's internal policies, safety and insurance requirements, as well as all applicable rules and regulations at the Yard, including without limitation, Messaied Industrial City ("MIC")'s regulations and procedures.~~

~~9.3~~ ~~Customer shall not have the right to assign any claims or rights it may be entitled to against the Contractor to third parties without the Contractor's prior written consent.~~

~~10. Discarded Materials~~

~~10.1~~ ~~All discarded materials (including without limitation scrap, heavy parts of machinery, propellers and tail shafts) removed from the Vessel or the Vessel's fittings or equipment shall be the property of the Contractor, unless the Contractor rejects such materials ("Rejected Material"). All Rejected Material shall be disposed by the Customer at its own cost and expense. If the Customer fails and/or refuses to dispose of the Rejected Material within the time specified by the Contractor, the Contractor shall dispose of the same at the Customer's cost.~~

11. Tests and acceptance of Work

11.1 Contractor shall carry out such tests and trials (the "Tests") agreed with the Customer as may be necessary to confirm that the Works have been completed in accordance with the specifications.

11.2 Contractor shall give at least 24 hours' notice to Contractor of the date, time and place of such Tests to be carried out pursuant to clause 11.1 above and when due notice has been given, the failure by the Customer to attend such Tests shall be deemed to be a waiver of the Customer's right to attend such Tests.

11.3 The performance of Tests should be at the risk and expense of the Customer who shall from time to time on request of the Contractor: (a) supply an appropriate number of competent and suitably qualified personnel to cooperate in the Test in accordance with Contractor's instructions; (b) reimburse Contractor for all costs and expenses incurred by it in connection with the Tests; (c) indemnify and hold the Contractor harmless from any and all claims, costs, expenses, liabilities and damages arising directly or indirectly from the Tests.

~~12. Liability for Defects~~

~~12.1~~ ~~The Work shall be open to inspection by the Customer or his representatives during business hours upon prior 3 days' notice, and any claims for defects in workmanship or materials shall be made in writing before the Vessel is removed from the Yard. The Contractor will replace or caused to be replaced any defective works. The removal of the Vessel by the Customer or its representatives at the completion of the Works without any claim being made for defective works shall be construed to be complete acceptance of the Works and shall terminate all Contractor's responsibility for claims of any kind arising out of or connected with the reconstruction, conversion, refit, repair and/or docking of the Vessel.~~

12.2 Any claims and rights of the Customer in connection with defects shall be null and void if the Works are altered, treated, processed, handled or repaired improperly by the Customer or third parties not authorized by the Contractor.

12.3 In the case of defects arising out of faulty materials supplied by the Contractor the Customer shall only be entitled to such benefits as the Contractor may receive from the supplier of such materials.

13. Force Majeure

13.1 In the event that the performance of the Works by the Contractor becomes entirely or partially impossible for Force Majeure, the Contractor shall notify the Customer and within 2 working days if the occurrence of the event. The Estimated Completion Period shall be extended to include the estimated duration of the Force Majeure event. In the event that such Force Majeure event lasts for more than 90 days, any party shall be entitled to terminate the contract.

13.2 In the event of termination of this Agreement due to Force Majeure as described above, the Customer shall be liable to pay to the Contractor for all Works performed; all materials and third-party works, ordered, supplied or performed up to the date of termination of this Agreement and all applicable costs, expenses and liabilities to be borne by the Customer under this Agreement.

14. Indemnity and Liability

14.1 The Customer shall be responsible for the surveillance of its Vessel, the cargo and all Customer supplied items, as well as for the observation of all relevant laws, Customer's Personnel. All other measures required for the prevention of damages and mooring fall within the responsibility of the Customer.

~~14.2~~ ~~The Customer shall be liable for any damage (including without limitation, damage to the property owned or hired by Customer and/or Customer's Personnel), injury sickness or loss of life howsoever caused of Customer's Personnel carrying work or duties at the Yard. Customer shall have in place the appropriate insurance policies to protect such property and personnel as described in clause 15 below. The Customer further agrees to indemnify and hold harmless the Contractor, as regards both liability and legal costs, in the event that the Customer's Personnel and/or its dependents pursue claims for death or personal injury against the Customer arising out of the Works.~~

14.3 Customer shall indemnify and hold Contractor harmless from any and all damages to any property owned or hired by Contractor and/or any third party property at the Yard arising out of any negligence act, default or willful misconduct by Customer and/or Customer's Personnel.

~~14.4~~ ~~The Contractor shall not be liable for damages resulting from an incorrect docking plan, incorrect drawings or other documents provided by the Customer or the lack of stability or seaworthiness of the Vessel. The Customer must expressly notify the Contractor in writing about circumstances affecting the stability or seaworthiness of the Vessel and which could create a risk of damage to the Vessel or her equipment despite proper execution of the Works by the Contractor.~~

14.5 Contractor shall only be liable to the Customer when proven loss or damage has been caused by the gross negligence or willful default of the Contractor. Nothing in this Agreement shall be construed as to hold the

RMS Ruwais Marine Services Doha - Qatar

PART II (GTC)

Contractor liable to the Customer for any loss of whatsoever nature, whether direct or indirect (including without limitation to any loss of time, loss of profit, loss of revenue or earnings, loss of use of the Work, loss of contract, demurrage, loss of goodwill or reputation, loss resulting from the liability of the Customer to any third party or any indirect, special or consequential loss) and howsoever arising other than as specifically provided for in this clause .

14.6 Except as otherwise expressly provided herein, the Works shall be at all times at the risk, liability and cost of the Customer, and Contractor does not make any representation or warranty in connection with the Work, and accordingly, the Customer irrevocably and unconditionally waives the benefit of such warranty or representation.

14.7 The Customer agrees to indemnify and hold the Contractor harmless against any and all claims made against Contractor by third parties in anyway related to the performance of the Works, howsoever caused.

14.8 In any event, the total liability of the Contractor arising out of the Works shall be limited to the Price.

14.9 Customer shall be responsible for the removal, disposal of or the consequence of the presence of dangerous, poisonous or otherwise polluting materials from the Yard. Customer shall indemnify and hold the Contractor harmless from any and all damages, costs, expenses and liabilities (including without limitation any pollution or environmental damage) arising out of Customer's and/or Customer's Personnel breach of its obligation hereunder.

~~15. Insurance~~

~~15.1 The Customer shall cover the relevant risks arising out of the Works by taking out all necessary insurance policies with an insurance company and to the coverage acceptable to the Contractor.~~

~~15.2 The Customer shall in particular ensure that the hull and P&I insurance is in place for the duration of the Works and that the relevant insurance policy is extended to cover builder's risks. The Customer shall include the Contractor by way of coinsurance in the insurance policy. The Customer shall make sure that the insurance policies cover at least the replacement value of the Vessel and its equipment, and provide proof of insurance to the Contractor upon request.~~

~~16. Liens and Title~~

~~16.1 Title to the Vessel shall remain at all times with the Customer and/or its owner.~~

~~16.2 The Contractor shall be entitled to exercise a lien on the Vessel for all sums due to the Contractor on or before Redelivery.~~

~~16.3 Contractor shall be entitled to charge for storage of all items which are not collected by the Customer within a reasonable time which shall not exceed 30 days after Re-Delivery. Contractor shall have the right to dispose of such items at its discretion should the Customer fail to collect them after the expiration of such 30 days, and to set off any sums due to Contractor by Customer against any monies collected in respect of such items.~~

~~16.4 Notwithstanding clause 16.1 above and without prejudice to any other rights or remedies available to the Contractor under the Contract and/or law, the Customer agrees that the Contractor shall be entitled to, sell, transfer or otherwise dispose of the Vessel without the need of a court order and at its sole discretion, in the event that the Customer fails to take Redelivery of the Vessel and/or settle all outstanding dues within 30 days after the scheduled Redelivery date. The Customer shall indemnify and hold the Contractor harmless from any and all charges, costs, fees, expenses ,(including without limitation any legal expenses and governmental fees), claims and liabilities arising out of the Contractor's exercise of its rights under this clause.~~

17. Termination

17.1 The Contractor shall be entitled to terminate the engagement for the Works with immediate effect by serving the Customer a written notice in the event that the Customer is in breach of any of its obligations herein.

17.2 Notwithstanding the above, the Contractor shall be entitled to terminate the engagement for the Works at its sole discretion and without any liability by serving the Customer a 30 days' written notice to that effect.

17.3 Upon termination of the Engagement, the Customer shall pay for the Price for the Works which have been completed, in addition to any expenses, supplies and costs arising out of the performance of the Works, no later than 30 days after receipt of the invoice from the Contractor to that effect. The Contractor shall redeliver the Vessel upon settlement of all amounts due, in addition to any other rights and remedies available to it under law or contract.

18. Miscellaneous

18.1 If by reason of enactment or judgment any provision herein shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions shall be unaffected thereby and shall remain in full force and effect.

18.2 No failure or forbearance of either of the parties to exercise any rights or remedies available to them by law or contract shall constitute a waiver thereof or prevent the parties from subsequently exercising such rights or remedies in full.

18.3 The Contractors shall have ownership of any intellectual property rights and/or documents prepared or produced for the performance of the Works.

18.4 The parties agree to keep any information obtained as a result of the engagement for the performance of the Works strictly confidential, and not to utilize such information for any purpose other than to give effect to their obligations hereunder.

18.5 All notices and communications between the Parties with respect to this Agreement shall be in writing and delivered by registered mail, courier or by facsimile, marked to the attention and the respective addresses identified for the purpose of Notices.

19. Governing Law and Dispute Resolution

19.1 This contract shall be interpreted and enforced in accordance with Qatari Law.

19.2 The parties agree to submit any dispute arising out of the performance of the Works to arbitration to be decided by a sole arbitrator appointed in accordance with the rules and procedures of the Qatar International Arbitration Center. The proceedings shall take place in Doha and be in English. The award shall be final and binding.

Eldhose Babu

From: projects@rms.com.qa
Sent: Thursday, November 19, 2020 9:50 AM
To: Eldhose Babu
Cc: Shahen Miah; accounts@rms.com.qa; abdulsalam@rms.com.qa; purchase@rms.com.qa; 'Mohammad Yunus'; Glen Silva
Subject: RE: EM 15654 - Ruwais Marine Services
Attachments: Cheque.pdf; PO 21939-J1434 R1.pdf

CAUTION: This email originated from outside of Milaha. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Eldhose,

Please find the copy of the cheque and the details below.

	1	QAR	49,896.00		
	2			Mounting _Cancelled	31,200.00
	3	QAR	48,600.00		
	4	QAR	13,800.00		
	5	QAR	4,600.00		
	6	QAR	4,800.00	New Amount _ bracket	
PDC		**QAR**	**121,696.00**		

Regards,

Dinesh Ganesan
Project Engineer

Ruwais Marine Services WLL (RMS)
Tel : +974 44 91 3947
Mobile : +974 5061 6319
Fax : +974 44 91 39 45 / +974 44 18 15 49
P.O.Box: 55121
Doha, Qatar
www.rms.com.qa

RMS الرويس للخدمات البحرية ذ.م.م Ruwais Marine Services WLL

ISO 9001 BUREAU VERITAS Certification

AN ISO 9001:2008 CERTIFIED COMPANY

الرويس للخدمات البحرية ذ.م.م
Ruwais Marine Services WLL

P.O.Box: 55121, Doha - State of Qatar
Telephone : +974-44 91 39 44 Telefax : +974-44 91 39 45 e-mail: info@rms.com.qa www.rms.com.qa

To: Milaha
P.O.Box: 153 Doha
Tel: +974 4494 7000
Fax: +974 44771687
E mail: info@milaha.com

Attention to : **Vikram Chari**
VChari@Milaha.com

PURCHASE ORDER

Purchase Order # 21939/J1434 — Date: 4/5/2020
Your Ref : EM 14869 — Revision No : 1
Scope of Work : See Note#1 — Delivery Date: See Note#2
Payment Terms: See Note#3

Item	Description	Unit	Qty.	Unit Price/QAR	Total Price/QAR	Remarks
1	**INSTALLATION OF 4 NOS. MAIN ENGINES & GEAR BOXES:** 1)Services of manpower and tools to be provided at naval base dryberth and following works to be carried out 2)Your supplied 4 nos new main engine (MAN-D2676LE443-I6-730) and 4 nos new gearbox (ZF 325-1A) to be installed in position. 3)Port and stbd gearboxes to be coupled with tailshafts. 4)Engines to be aligned with gearbox to tailshafts and all foundation bolts to be torqued	Nos	4	12474.00	49,896.00	
2	**Mounting Plate For Engines:** Mountingplate to be fabricated of size 350mmX120mm, holes to drilled in each plate as per drawing privided and install the plates 4nos each X4 engines	Engine	4	7800.00	31,200.00	
3	**Installation of pipelines:** Install the pipelines for exhaust system, ship cooling system, fuel system and fittings as per approved drawings.	Engine	4	12150.00	48,600.00	
4	**Electricians:** Service of electrician to be provided to work. 2 electricians per day X6 days	Day	6	2300.00	13,800.00	
5	**Sea Trials:** Manpower Services to be provided for the sea trial. 2 Technicians X2 Days	Day	2	2300.00	4,600.00	
	QAR ONE HUNDRED FORTY EIGHT THOUSAND NINTY SIX ONLY				148,096.00	

Notes:
1) Scope of Work: Installation of Navy Boat Main Engines & GB at QAF Navy Base.
2) Delivery Period : 28'working days from date of confirmation front RMS.
3) Payment Terms : 100% through 60 days PDC from the estimated date of completition.

GENERAL NOTES:
1) Purchase Order Number, Revision and Date shall be Quoted on all correspondence.
2) Vendor shall confirm acceptance of the Purchase Order contents and Terms & Conditions by returning a signed and stamped copy of this Purchase Order to e-mail:

FOR RUWAIS MARINE SERVICES WLL

NAME: ABDULSALAM SROUR

TITLE: MANAGING DIRECTOR

الرويس للخدمات البحرية RMS Doha - Qatar Ruwais Marine Services

FOR VENDOR

NAME:_____

TITLE:_____

COMPANY STAMP

Milaha Shipyard – Quotation

Date	:	08-03-2020
Ref. No.	:	EM 14312 C
Attn.	:	**RUWAIS MARINE SERVICES WLL**
Subject	:	INSTALLATION OF MAIN ENGINES

Dear Sir,

With reference to your request, we are pleased to submit our **QUOTATION** as follows: -

1. **SCOPE OF WORK :**
   - As per attached scope of work.

2. **PRICE :**
   - As per attached scope of work and pricing.

3. **PAYMENT:**
   - Full payment prior starting the work.

4. **TERMS AND CONDITIONS:**
   - Milaha Terms & Condition will be applicable.
   - Above quoted rates are based on work being carried out during normal working time Saturday to Thursday -8 hours Shipyard standard T&C will apply.

5. **EXECUTION/COMPLETION PERIOD:**
   - To be agreed.

6. **VALIDITY :**
   - Our offer is valid for 30 days from the date mentioned on this letter.

7. **ATTACHMENTS :**
   - Attachment No.1 – Scope of Work and Pricing

S & F

P.O. Box 153 Doha, State of Qatar Tel +974 4 494 7000 Fax +974 44771687 C.R.1 Email info@milaha.com www.milaha.com
Qatar Navigation QPSC الملاحة القطرية ش.م.ق

Trusting this meets your approval and assuring you of our best attention at all times.

Yours faithfully,

Umashanker Singh Yadav
Manager Estimation & Invoicing – Milaha Shipyard

Email uyadav@milaha.com Mobile +974 66151521 Tel +974 4 494 7004

S & F

VESSEL NAME: RUWAIS MARINE SERVICES WILL-"NAVY BOAT"

REF NO: EM 14312 C

#	DESCRIPTION	UNIT PRICE (QRs)	TOTAL PRICE (QRs)
1	**INSTALLATION OF MAIN ENGINES & GEAR BOXES:**	12,474	**49,896**
	Services of manpower and tools to be provided at naval base dryberth under your representative and following works to be carried out.		
	Your supplied 4 nos new main engine (MAN-D2676LE443-I6-730) and new gearbox (ZF 325-1A) to be installed in position.		
	Port and stbd gearboxes to be coupled with tailshafts.		
	Engines to be aligned with gearbox to tailshafts and all foundation bolts to be torqued.		
	Notes:		
	Entry/Exit passes for our technicians, materials, equipments and consumables to be arranged by RMS.		
	All access works (hatch opening/closing), crane, lifting assistance to be arranged by RMS.		
	Excluding any modification of engine foundations & any application of Chock fast.		
	Excluding carrying out commissioning this to be carried out by engine Manufacture.		
	Excluding carrying out any electrical,instrumentation, fuel lines and coolant system works.		
2	**MOUNTING PLATE FOR ENGINES :**	7,800	**31,200**
	Mounting plate to be fabricated of size 350 mm x 120 mm, holes to drilled in each plate as per drawing provided and install the plates. Price for 4 nos plate each x 4 engines.		
	Notes:		
	Any modification required on the FRP frame shall be extra / arranged by client.		
	Excluding any modification of engine foundations & any application of Chock fast.		
	All necessary hot work permits / gate passes shall be arrange from your side.		
	Any additional works if required shall be extra.		
3	**INSTALLATION OF PIPELINES (Budgatory):-**	12,150	**48,600**
	Install the owner supplied pipelines for exhaust system, ship cooling system, fuel system and fittings as per your supervision and approved drawings - 4 engines.		
	Notes:		
	All pipe materials/necessary supports/fittings/required for this job shall be arranged by client.		
	Above price quoted for 8 hours working + travel time from shipyard.		
	Working on after normal time shall be 25 % extra upto 2 hours maximum.		
	For Fridays/ holidays shall be charged 50 % extra to the quoted rate subject to early confirmation.		
	Approved piping drawings to supplied by client.		
	Hot work permits/gate passes for person and equipments shall be arranged by client.		
	Any testing required shall be arranged by client.		
	Necessary electric power if required for equipments shall be arranged by client.		
	Accessory work not considered in above price if required shall be extra.		
	Piping insulation work client to arrange.		
4	**SERVICE OF ELECTRICIAN TO BE PROVIDED**	2,300	**13,800**
	Service of electrician to be provided to work under the direct supervision client arranged service engineer. Price for 2 nos electrician per day x 6 days.		
	Notes:		
	Above price quoted for 8 hours working + travel time from shipyard.		
	Working on after normal time shall be 25 % extra upto 2 hours maximum.		
	Milaha not responsible for the any damages/losses , for works carried out by your supervision.		

VESSEL NAME: RUWAIS MARINE SERVICES WILL-"NAVY BOAT" REF NO: EM 14312 C

#	DESCRIPTION	UNIT PRICE (QRs)	TOTAL PRICE (QRs)
	For Fridays/ holidays shall be charged 50 % extra to the quoted rate subject to early confirmation. Gate passes and all work permits inside shall be arranged by client. Standy time will be charged additional.		
5	**SEA TRIALS** Manpower services provided to directly work under your supervision and representative instructions for the sea trials. Consider 2 technicians x 2 days. Notes: Above price quoted for 8 hours working + travel time from shipyard. Working on after normal time shall be 25 % extra upto 2 hours maximum. Milaha not responsible for the any damages/losses , for works carried out by your supervision. For Fridays/ holidays shall be charged 50 % extra to the quoted rate subject to early confirmation. Gate passes and all clearence for sea trial inside shall be arranged by client. Standy time will be charged additional.	2,300	**4,600**

MILAHA
S & F

Marine & Technical Services
Maritime & Logistics
Gas & Petrochem
Offshore Marine
Capital

MILAHA

Date : 11-11-2020
Ref. No. : EM 15654
Attn. : Mr. Dinesh Ganesan–Ruwais Marine Services WLL
Subject : Fabrication & Installation of electrical panel foundation

Dear Sir,

With reference to the subject above, we are pleased to submit our quotation for the above scope of work as follows:

1. **SCOPE OF WORK:**
   - As per attachment no. 1 – Scope of work and pricing.

2. **PRICE/CONDITIONS:**
   - As per attachment no. 1 - scope of work and pricing.
   - Any taxes and duties payable within Qatar or internationally and related to this project are excluded from this proposal and will be charged as additional.
   - Milaha Terms and conditions will be applicable.
   - Milaha reserves the right to change unit prices if quantities issued in final order will be changed from the current tender documentation prior or during the execution of the contract.

3. **ATTACHMENTS:**
   - Attachment No.1 : Scope of Work and Pricing

4. **PAYMENT TERMS:**
   - Full payment in advance along with PO.

5. **VALIDITY:**
   - Our offer is valid for 30 days from the date mentioned on this letter.

Trusting this meets your approval and assuring you of our best attention at all times.

Yours faithfully,

for

Patryk Ryszard Michalak
Manager – Sales & Marketing
Milaha Ship Repair & Fabrication Division

DATE : 11.11.2020

CLIENT NAME : RUWAIS MARINE SERVICES WLL

REF NO : EM 15654

Sl. No	DESCRIPTION	TOTAL PRICE (QRs)
1	**FABRICATION AND INSTALLATION OF ELECTRICAL PANEL FOUNDATION FRAME -2 NO**	**4,800**
	Procure aluminium materials, fabriacate & install the 2 nos frame with mounting drill holes at Naval base.	
	Size of frame – 1200 x 430 and height 100mm x 2nos	
	Aluminum flat bar – 50 x 8mm – 12 mtrs	
	Aluminum Angle bar – 50 x 50 x 6mm – 02 mtr.	
	Aluminum Plate – 8mm x 100 x 400mm – 2 nos	
	Note: All gate pass/material pass shall be arranged by client.	

MILAHA

SHIP REPAIRING AND FABRICATION DIVISION - WORK COMPLETED REPORT SF-DT-016

PROJECT NAME : **RUWAIS MARINE SERVICES WILL-NAVY BOAT-10777** **Date Work Commenced : 15/10/2020**

WORK ORDER NO. MLO 20105/20-010777 **Date Work Completed : 19/05/2021**

CLIENT : Qatar Armed Forces - Navy **Page 1 of 1**

JOB NO.	DESCRIPTION OF WORK CARRIED OUT

5050-10777 INSTALLATION OF MAIN ENGINES _GEAR BOXES:-

INSTALLATION OF MAIN ENGINES _GEAR BOXES NAVY Q 41:-

Both main engines(ME) and gearboxes(GB) removed by client. Measured both existing ME _GB foundation and make scratch drawing and submit to client. Assist modification of GRP foundation and ensure modified foundation dimensions was correct as per new ME GB angle and height. Bring MEGB on foundation and check trial fitting. Marked foundation as per new engines and gearboxes drawing. Drill and tap ME _GB foundation. Installed both MEGB. Performed both MEGB pre-alignment at NAVAL base dry-berth area. After undock vessel performed both MEGB final alignment and torque tightened foundation bolts and coupling bolts.

INSTALLATION OF MAIN ENGINES _GEAR BOXES NAVY Q 43:-

Both main engines(ME) and gearboxes(GB) removed by client. Measured both existing ME _GB foundation and make scratch drawing and submit to client. Assist modification of GRP foundation and ensure modified foundation dimensions was correct as per new ME GB angle and height. Bring MEGB on foundation and check trial fitting. Marked foundation as per new engines and gearboxes drawing. Drill and tap ME _GB foundation. Installed both MEGB. Performed both MEGB pre-alignment at NAVAL base dry-berth area. After undock vessel performed both MEGB final alignment and torque tightened foundation bolts and coupling bolts.

MILAHA S&F

PROJECT MANAGER :	SUPERVISOR / FOREMAN :	OWNER'S REPRESENTATIVE:
SIGNATURE :	SIGNATURE :	SIGNATURE :
NAME : Mr George	NAME : Mr Shahen	NAME :
DATE :	DATE :	DATE :

SHIP REPAIRING AND FABRICATION DIVISION - WORK COMPLETED REPORT SF-DT-016

PROJECT NAME : **RUWAIS MARINE SERVICES WILL-NAVY BOAT-10777** **Date Work Commenced :** **18/11/2020**

WORK ORDER NO. **MLO 20105/20-010777** **Date Work Completed :**

CLIENT : Qatar Armed Forces - Navy

JOB NO.	DESCRIPTION OF WORK CARRIED OUT
1801-10777	FABRICATION AND INSTALLATION OF ELECTRICAL PANEL FOUNDATION FRAME -2 NO.-

WORK FOR Q 43

Procure aluminium materials, fabricate install the 2 nos frame with mounting drill holes at Naval base.
Size of frame - 1200 x 430 and height 100mm x 2nos
Aluminum flat bar - 50 x 8mm - 12 mtrs
Aluminum Angle bar - 50 x 50 x 6mm - 02 mtr.
Aluminum Plate - 8mm x 100 x 400mm - 2 nos.

PROJECT MANAGER	SUPERVISOR / FOREMAN	OWNER'S REPRESENTATIVE
SIGNATURE	SIGNATURE	SIGNATURE
NAME George Ene	NAME Aziz Ahemed	NAME
DATE 05-04-2021	DATE 05-04-2021	DATE

SHIP REPAIRING AND FABRICATION DIVISION - WORK COMPLETED REPORT SF-DT-016

PROJECT NAME : **RUWAIS MARINE SERVICES WILL-NAVY BOAT-10777** **Date Work Commenced :** **05/05/2020**

WORK ORDER NO. **MLO 20105/20-010777** **Date Work Completed :**

CLIENT : Qatar Armed Forces - Navy

JOB NO. DESCRIPTION OF WORK CARRIED OUT

6000-10777 INSTALLATION OF PIPELINES (Budgatory):-

WORK FOR Q 41

All materials owner supply.
Main engine port and stbd. exhaust pipe fabrication.
Stainless steel pipe, 350mm dia. X 01 mm thick X 600mm long - 02 nos.
Stainless steel blind plate welded to headder-350mm dia. X 3mm thick. - 04 nos.
3mm X 325mm X 600mm long stainless steel plate fabricated filter type. - 02 nos.
3mm X 345mm X 600mm long stainless steel plate fabricated filter type. - 02 nos.
One branch fabricated for connecting to overboard discharge line.
Size - 200mm X 03mm thick X 500mm long pipe welded to exhaust header pipe - 02 nos.

Sea water line -One 2 ½"dia stainless steel branch pipe fabricated and welded to exhaust header - 02 nos.

One 5" branch pipe fabricated for connect to engine with exhaust header.- 02 nos.
5" stainless steel flanges provided in engine exhaust line to connect with header - 02 nos.
Fabricated exhaust header and installed in position.- 02

BELOW MATERIALS YARD SUPPLY

Oil filter fitted to injection pump and hose.
Brass fittings fabricated in machine shop as suitable to filter and injection pump. - 06 nos.
S.S. support for filter provided drill holes and fixed in position.

PROJECT MANAGER	SUPERVISOR / FOREMAN	OWNER'S REPRESENTATIVE
SIGNATURE	SIGNATURE	SIGNATURE
NAME George Ene	NAME Aziz Ahemed	NAME
DATE 05-04-2021	DATE 05-04-2021	DATE

SHIP REPAIRING AND FABRICATION DIVISION - WORK COMPLETED REPORT SF-DT-016

PROJECT NAME : **RUWAIS MARINE SERVICES WILL-NAVY BOAT-10777** **Date Work Commenced :** **05/05/2020**

WORK ORDER NO. **MLO 20105/20-010777** **Date Work Completed :**

CLIENT : Qatar Armed Forces - Navy

JOB NO. DESCRIPTION OF WORK CARRIED OUT

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Fabricated exhaust header and installed in position.- 02

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Oil filter fitted to injection pump and hose.
Brass fittings fabricated in machine shop as suitable to filter and injection pump. - 06 nos.
S.S. support for filter provided drill holes and fixed in position.

PROJECT MANAGER	SUPERVISOR / FOREMAN	OWNER'S REPRESENTATIVE
SIGNATURE	SIGNATURE	SIGNATURE
NAME George Ene	NAME Aziz Aherkad	NAME
DATE 05-04-2021	DATE 05-04-2021	DATE

SHIP REPAIRING AND FABRICATION DIVISION - WORK COMPLETED REPORT SF-DT-016

PROJECT NAME : **RUWAIS MARINE SERVICES WILL-NAVY BOAT-10777** **Date Work Commenced :** **18/11/2020**

WORK ORDER NO. **MLO 20105/20-010777** **Date Work Completed :**

CLIENT : Qatar Armed Forces - Navy

JOB NO.	DESCRIPTION OF WORK CARRIED OUT
1801-10777	FABRICATION AND INSTALLATION OF ELECTRICAL PANEL FOUNDATION FRAME -2 NO:-

WORK FOR Q 41

Procure aluminium materials, fabricate install the 2 nos frame with mounting drill holes at Naval base.
Size of frame - 1200 x 430 and height 100mm x 2nos
Aluminum flat bar - 50 x 8mm - 12 mtrs
Aluminum Angle bar - 50 x 50 x 6mm - 02 mtr.
Aluminum Plate - 8mm x 100 x 400mm - 2 nos.

PROJECT MANAGER	SUPERVISOR / FOREMAN	OWNER'S REPRESENTATIVE
SIGNATURE	SIGNATURE	SIGNATURE
NAME George Ene	NAME Aziz Ahemed	NAME
DATE 05-04-2021	DATE 05-04-2021	DATE