



شركة الغاز العمانية ش.م.ع.م.  
OMAN GAS COMPANY S.A.O.C

## Request For Quotation

THIS IS NOT AN ORDER

1. Reference No. :	2. RFQ Date : 08/08/2019
3. Issued to : M/S : PO. Box : Postal Code : Sultanate of Oman	4. OGC Contact Person ✓ Name : Mohammed Al Tuhami ✓ Telephone No : 22143258 ✓ Fax No. : ✓ E-Mail : mohammed.altuhami@oman-gas.com.om
5. Closing Date : 18/08/2019	6. Incoterm & Location : DDP - MABELLAH WAREHOUSE

### 7. INSTRUCTION TO TENDER:

- ✓ This is a request for information and quotation for goods or services specified below. This RFQ shall not be considered at any time as a confirmation to award.
- ✓ Bidders are requested to submit their quotes on or before the closing date (5) based on the following:
  - Quotes shall be submitted in either OMR or USD currencies only.
  - Quotes up to OMR. 10,000/= or equivalent to be submitted via e-mail addressed to the requester contact details (4).
  - Quotes exceed OMR. 10,000/= or equivalent shall be submitted on a sealed envelope, dropped in the Tender Box, located in the Head Office (B1 Reception Area), addressed to :

RFQ No. OGC/RFQ/19/7700001355

Tilal Office Complex Expansion, Muscat Grand Mall,  
Al Khuwair, Muscat, Sultanate of Oman  
Building No: 30/9&10, Street No: 235  
Plot No: 882/1, Block No: 17/2

- ✓ OGC general terms and conditions are applied for this quotation (attached with this RFQ)
- ✓ Any technical clarification must be addressed to OGC contact person details by e-mail (4).
- ✓ Non compliance to the above instruction may lead to disqualification.
- ✓ The 1.2% Training Levy will be deducted from the net invoiced amount for all Contracts and Purchase Orders (PO's), unless otherwise reflected differently in the contract / RFQ Document.

You are kindly requested to provide us with your best pricing for the below mentioned goods/services including delivery cost if applicable to our identified location (6) above:

SL	Item Number	Item Description	Delivery Date	QTY	UOM	Unit Rate	Total Amount
10		Pressure Transmitter- Make: Rosemount Model:3051TG4A2B21BE8M5Q4QT0408015 Type: HART Calibration range: 0-6000KpaG Provide Calibration certificate Prefer Made in Germany		15	EA		
Total Amount							

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We hereby confirm acceptance of OGC general terms and conditions attached with this RFQ and thus we submit our offer for stipulated goods/service above.

Vendor Signature & Seal

## Article - 1. DEFINITIONS

The Following definitions shall apply to the Purchase Order, unless the context requires otherwise, to the other sections forming part of the Purchase Order. Words imparting the singular to include the plural and vice-versa where the Purchase Order requires.

### 1.1. Goods (Work or Service)

Shall mean; all products, work, services or goods to be provided by the Supplier to the Client under the terms of this Purchase Order. If the term Work, Services or similar terms appear in the Purchase Order, they shall have the same meaning as Goods in this definition.

### 1.2. Instruction

Shall mean; communication issued by the Client in accordance with the Article headed "Instructions and Variations to the Goods." requiring the Supplier to alter or amend Work.

### 1.3. Purchase Order Dates

#### 1.3.1. Effective Date:

Shall mean the date, as stated in the Purchase Order on which the Purchase Order was awarded.

#### 1.3.2. Delivery Date:

Shall mean the date(s), stipulated as such in the Purchase Order, being the date(s) on which the Goods shall be delivered.

### 1.4. Supplier

Shall mean the person, contractor, seller, vendor or other entity named as such in the Purchase Order by whom the Goods will be supplied. If the term Vendor, Contractor or similar terms appear in the Purchase Order, they shall have the same meaning as Supplier in this definition.

### 1.5. Supplier Personnel

Shall mean all individuals, whether employees or not engaged in provision of the Goods by the Supplier or any Sub-Supplier.

### 1.6. Sub-Purchase Order

Shall mean a contract placed by the Supplier or any Sub-Supplier for the performance of part of the Goods. If the term Subcontract or similar terms appear in the Purchase Order, they shall have the same meaning as Sub-Purchase Order in this definition.

### 1.7. Sub-Supplier

Shall mean any other party to whom provision of part of the Goods has been sub let, whether by the Supplier, or by a Sub- Supplier. If the term Subcontractor, Sub-Supplier or similar terms appear in the Purchase Order, they shall have the same meaning as Sub-Supplier in this definition.

## Article - 2. GENERAL TERMS OF PURCHASE

### 2.1. Terms and Conditions

2.1.1. The Supplier shall provide the Goods to the Client in accordance with the terms set out in the Purchase Order.

2.1.2. The following documents if applicable shall form part of the Purchase Order:

- Request for Quotation/Proposal (RFQ/RFP),
- Those General Conditions of Minor Purchases,
- Related correspondence and
- Supplier's offer

Supplier shall ensure that all documents referred to in the Purchase Order and any parts thereof are in Supplier's possession.

2.1.3. The Purchase Order constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, warranties and agreements related to the Contract, whether written or verbal.

2.1.4. Standard terms and conditions of Supplier or any other terms and conditions specified by Supplier shall not apply to the Purchase Order, unless expressly accepted in writing by Client. Reference to Supplier's documents shall have no bearing on the terms and conditions of the Purchase Order, unless specifically agreed to in writing by Client.

2.1.5. All correspondence and documents relating to this Purchase Order shall be in the English language and be addressed to Client unless otherwise indicated by Client.

### 2.2. Delivery

2.2.1. The date stipulated in the Purchase Order for the delivery of the Goods shall be important to the Purchase Order. Without prejudice to Supplier's obligation to deliver the Goods on the delivery date specified in the Purchase Order, Supplier shall give Client or its authorized representative, notice in writing, immediately if any delay is foreseen.

2.2.2. The Supplier shall, at the first indication of delay considered to be attributable to the Client, and in consultation with the Client, make every effort to redeploy resources on provision of the Goods in such a way as to mitigate all effects of delay.

2.2.3. The Goods shall be provided in accordance to the Client's specifications or, in the absence thereof, according to internationally recognised good practice and standards of workmanship. The Supplier undertakes that all Goods will be fit for the purpose intended in the Contract.

2.2.4. In the event the Supplier fails, through no fault of the Client, to deliver the Goods to the standard required by the due date, the Supplier shall use its best endeavours to minimize the delay and mitigate the effects of such delay

2.2.5. Unless otherwise stated in Purchase Order, ownership, risk and responsibility for the Goods shall pass to Client upon delivery of the Goods in accordance with the Purchase Order.

2.2.6. Delivery of the Goods will only be accepted if accompanied by a copy of the Purchase Order and any other deliverables as specified in the Purchase Order.

2.2.7. Partial item deliveries are not acceptable unless agreed with the Client.

### 2.3. Penalties (Late Delivery)

2.3.1. If specified in the Purchase Order and without prejudice to the Client's other rights and remedies under the Purchase Order or at law, the Supplier shall become liable to pay the Client, as a penalty, an amount equal to one half percent (½%) of the total purchase price for every week or part thereof by which the Delivery Date specified in the Purchase Order is exceeded for any reason whatsoever, except for reasons attributable to failure of Client to comply with the Purchase Order, up to a maximum of ten percent (10%) of the total purchase price.

2.3.2. If part of the Goods can be put into useful operation the amount specified in Article 2.3.1 above shall be reduced proportionally.

2.3.3. The amount the Supplier is liable to pay to the Client hereunder shall become due immediately the Goods are not delivered on the Delivery Date specified in the Purchase Order, without any notice or judicial intervention being required, and may be recovered by deduction by the Client from the Supplier's invoices. In the event a delay is caused by the gross negligence or wilful failure of the Supplier no limitation as set out herein shall apply.

### 2.4. Right to recover costs

2.4.1. Whether or not the Client shall have imposed penalties, it shall also be entitled to claim from the Supplier costs incurred by the Client and in assessing the amount of the Client's losses no account shall be taken of any penalties paid or payable.

### 2.5. Right to Inspect

2.5.1. Supplier shall ensure that Client or its nominee has the right to inspect the Goods at any time during or after the manufacture, the construction or assembly thereof and to check on progress of the work under the Purchase Order, either at Supplier's or its Sub-Suppliers works or wherever else the Goods may be or work is carried out. Such inspection or check shall not relieve Supplier of any obligation or liability under the Purchase Order.

### 2.6. Omissions, errors and ambiguities

2.6.1. The Supplier shall ensure that the Goods are delivered in accordance with the Purchase Order. Any omissions, errors or other such deficiencies in the Purchase Order shall not relieve the Supplier from his obligation to deliver the Goods in accordance with international standards.

2.6.2. The Supplier is responsible for notifying the Client of any errors, ambiguities or discrepancies, between or within any of the Purchase Order sections, as and when they are identified. Such deficiencies shall be clarified by the Client in writing and by an Instruction if the clarification involves a change to the Goods.

2.6.3. The Supplier shall have a duty to mitigate costs and expenses arising from errors, ambiguities and discrepancies and shall be liable for its own costs and expenses arising from a failure to notify the Client at the time an error or ambiguity could reasonably have been identified by an experienced Supplier.

### 2.7. Health, Safety and Environment

2.7.1. The Supplier shall operate, and shall cause all Sub-Supplier to operate, with the utmost care for the health and safety of Supplier, Sub-Supplier, Supplier Personnel and Client personnel and third parties, and for the environment.

### 2.8. Marking and Packing and reporting of dimensions

2.8.1. Apart from any additional instructions in the Purchase Order on packing, marking and shipping, the Goods shall always be packed, marked and shipped in such a way as to prevent damage during transport to their final destination. The total weight in kilograms should be clearly marked on each and every individual package / material being supplied against a Purchase Order. The same information should be indicated in the delivery note against each item.

2.8.2. All packages should have the gross weight, dimensions, lifting points and centre of gravity stencilled on the side of the package.

2.8.3. The country of origin and manufacturer of the Goods shall be stated on all delivery documentation. Where required by the Client the Supplier shall provide to the Client, in the required format, the packing dimensions and weight of all constituent parts of the Goods.

## Article - 3. INSTRUCTIONS & VARIATIONS TO THE PURCHASE ORDERS

### 3.1. Instructions

The Client shall, at its sole discretion, be entitled to issue Instructions to alter the form, specification, quality or quantity of the Goods. No alteration shall in any way vitiate or invalidate the Purchase Order, but the value, if any, of all such alterations shall be accounted for and valued in accordance with the terms of the Purchase Order.

3.1.1. The Supplier shall immediately proceed to carry out the Instruction. Where the Supplier considers that issue of an Instruction results in the requirement for a Variation to the Purchase Order then the Supplier shall immediately give notice to the Client of such. Full details of any additional payment shall be submitted within seven (7) days of such notice being issued.

### 3.2. Variations

- 3.2.1. The Client shall have the right at any time to order any variation to the Purchase Order that is within the capability and resources of the Supplier. If such variations cause an increase or decrease in the Purchase Order price or an alteration in the Delivery Date, Supplier shall so advise Client and shall give an estimate of the purchase price and/or date of delivery adjustment which, where applicable, shall be based on the rates included in the Purchase Order.

## Article - 4. SUSPENSION & TERMINATION

### 4.1. Suspension

- 4.1.1. The Client may at any time suspend the Purchase Order. Where such suspension is required as a result of force majeure or the Supplier's failure to perform an obligation under the Purchase Order then no additional payment shall become due to the Supplier as a result of such suspension of the Purchase Order.
- 4.1.2. In the event that the Client suspends the Purchase Order for a period in excess of Sixty (60) days then the parties shall mutually agree whether or not to continue the Purchase Order in addition to any substantiated price adjustments.

### 4.2. Termination

- 4.2.1. The Client may at any time terminate the Purchase Order by written notice.
- Where the Client terminates the Purchase Order as a result of the Supplier's material non-performance of an obligation under the Purchase Order, or in the event that the Supplier has ceased to pay its debts when they become due, or has filed a request for suspension of its payments prior to delivery of all Goods in accordance with the Purchase Order, Client may, at its option, return the Goods and re-transfer ownership to Supplier, and/or claim damages.
  - In the event that the Supplier fails to perform an obligation under the Contract and subsequently fails to act to remedy such failure within 14 days of being issued with written notice to do so by the Client then the Client shall have the right, but not the obligation, to terminate the Purchase Order in accordance with Article 4.2.1 a).
  - In the event the Client terminates the Purchase Order for any other reason than those stated in a) above, the Client shall pay the Supplier for all work completed up to the date of termination plus all reasonable costs, if any, resulting from cancellation of the Purchase Order.

### 4.3. Survival of terms and conditions

- 4.3.1. Termination of the Purchase Order shall not relieve the parties of any continuing rights, obligations and liabilities under the Contract, including but not limited to the Articles headed "Right of audit", "Warranty on Goods", "Liability" and "Confidentiality."

## Article - 5. SUB-SUPPLIERS

- 5.1.1. Without Client's prior written consent, Supplier shall not assign the design, engineering, provision, manufacture, construction or assembly of the Goods or any major part or component thereof to any Sub-Supplier. Client may request that any contract which Supplier may wish to conclude with such a Sub-Supplier shall be submitted to Client for review prior to signature. In such case Supplier shall only choose those Sub-Suppliers approved by Client, but Supplier shall not be relieved of any of its obligations or liabilities under the Purchase Order by such acceptance.
- 5.1.2. Supplier shall stipulate in any contract with a Sub-Supplier that Client may assume the rights and obligations of Supplier under that contract upon notification by Client.

## Article - 6. CUSTOMS DUTY AND TAXES

### 6.1. Customs Duty

- 6.1.1. Supplier shall pay Oman Customs Duty in accordance with the laws of the Sultanate of Oman for the Goods. Supplier shall hold the Client harmless against any penalty, fine etc. that might be imposed on Client by the non payment, partial payment or otherwise avoidance of duty.

### 6.2. Taxes

- 6.2.1. All rentals, royalties, fees, charges, taxes (including withholding tax), levies, duties and fines or penalties of whatever nature and charged to or levied or imposed on the Supplier within or outside the Sultanate of Oman in connection with the performance of the Purchase Order by Supplier, or any work in connection therewith, shall be for the account of and be borne by Supplier. Supplier shall indemnify Client against all rentals, royalties, fees, charges, taxes, levies, duties and fines or penalties of whatever nature and charged to or levied or imposed on the Client which are in accordance with this clause are for Supplier's account.
- 6.2.2. It shall be the Supplier's responsibility to investigate and establish his liability for all taxes, levies, charges etcetera, which may be applicable to or be levied in connection with the performance of the Purchase Order or any work in connection therewith.
- 6.2.3. Where Supplier claims to be exempted from any statutory deductions (particular reference is made to Withholding Tax), it shall inform Company and provide any necessary documentation to support its case, including a certificate of exemption from the relevant authority. Where Supplier cannot demonstrate to Company's satisfaction that Supplier is exempt, Company shall not be liable to Supplier or any other person or body in the event that Company applies the statutory deduction according to the relevant laws or regulations.
- 6.2.4. The 1.2% Training Levy will be deducted from the net invoiced amount for all contracts and Purchase Orders (PO's), unless otherwise reflected differently in RFQ / Contract document.

## Article - 7. RATES, INVOICING AND PAYMENT

### 7.1. Terms of Pricing & Payment

- 7.1.1. All rates, prices or sums set out in the Purchase Order are fixed and shall not be subject to change, except by the Client in case of a variation to the Purchase Order. Unless stated otherwise in the Purchase Order the currency of payment shall be Rials Omani (OMR).
- 7.1.2. The Supplier shall be deemed to have satisfied itself on and taken due account in the Purchase Order price of:
- all the conditions and circumstances affecting the Purchase Order price;
  - carrying out the work as described in the Purchase Order;
  - general circumstances at site; and
  - general labour requirements and restrictions.
- 7.1.3. The Purchase Order price shall cover the completion of the Goods and all other obligations of the Supplier and all costs incurred by the Supplier for and in connection with the Purchase Order and shall be fixed for the duration of the Purchase Order, unless explicitly stated otherwise in the Purchase Order.
- 7.1.4. The Client shall pay the invoices within forty-five (45) days of receipt of an invoice submitted in accordance with the Purchase Order, except for any disputed or insufficiently documented items.
- 7.1.5. All payments made by the Client to the Supplier shall be made by bank transfer to the Supplier's nominated bank account. The Supplier's nominated account shall be in the name of and solely owned by the Supplier.
- 7.1.6. Invoices should not include any altered, disputed or other unapproved amounts additional to those stated in the applicable PO. In this respect it's confirmed that this restriction in no way limits the Supplier's rights under the Purchase Order.
- 7.1.7. Neither the presentation nor payment of an individual invoice shall be irrevocable or constitute a settlement of a dispute or otherwise waive or affect the rights of the parties to the Purchase Order.
- 7.1.8. Invoices shall only be considered for payment provided all other contractual obligations have been fulfilled. No invoice shall be certified for payment until all outstanding related HSE and Quality audit Non-Conformance's have been accepted as being complete by the Client.
- 7.1.9. Notwithstanding that all invoices and valuations of the work are subject to the Client approval, the Supplier is responsible for the correct valuation of the work strictly in accordance with the Purchase Order. The Supplier's valuation should accurately represent the work completed and shall include all substantiating documentation necessary to establish, verify or otherwise validate amounts due under the Purchase Order.

### 7.2. Right to offset

- 7.2.1. In the event of the Supplier's default the Client shall always have the right to set off against any payment which may be due or become due to the Supplier any moneys which may be owing or payable by the Supplier to the Client or recoverable by the Client from the Supplier.
- 7.2.2. In the event of dispute between the Client and Supplier then the Client may hold from amounts which become due to the Supplier the Client's valuation of the work which is under dispute.

## Article - 8. WARRANTY ON GOODS

### 8.1. Warranty for the Goods

- 8.1.1. Supplier warrants and represents that the Goods shall be of good quality and workmanship, free of errors and defects and shall comply in all respects with requirements of the Purchase Order. Unless agreed otherwise, if any defect of the Goods (other than arising from fair wear or tear or disregard of Supplier's operating instructions)
- appears within 12 months from the date of delivery, in accordance with the delivery terms, or
  - results from a cause reported to or discussed with the Supplier during the period described in paragraph (a), Supplier shall forthwith remedy such defects to the satisfaction of Client at Supplier's own expense.
- 8.1.2. Client shall notify Supplier of any defect that has appeared.
- 8.1.3. The rights and remedies of the Client in respect of warranties and guarantees as outlined in this clause are exclusive rights and remedies and are in lieu of any other rights or remedies provided by law or otherwise.

### 8.2. Repairs by others

- 8.2.1. Notwithstanding the above, repair may be effected or replacement may be made by the Client, or a third party on its behalf, at the Supplier's expense and without authorisation by the Supplier in the event that the Supplier has failed to inspect or to repair the defects in the Goods within a reasonable time after having been notified by the Client.
- In any such event, repair and replacement effected or made by the Client, or a third party on behalf of the Client, shall be deemed to be effected and made by the Supplier, and this Article - 8 shall remain in effect, except in case of repairs resulting in any detriment of the Goods.

In cases where it would be unreasonable or impractical for the Client to obtain the Supplier's authorisation or to give the Supplier an opportunity to inspect and/

or remedy such defects, or obtain the Supplier's authorisation, repair may be effected or replacement be made by the Client, or third party on its behalf, at the Supplier's expense and without authorisation by the Supplier. The Client shall notify as soon as practically feasible the Supplier that such a repair or replacement is being or has been made. Such repairs and replacements shall not be covered by this Article - 8 unless such works have been reviewed and approved by the Supplier. Any Goods repaired and/or replaced by or for and on behalf of the Client may be inspected by the Supplier until 45 days after notification to the Supplier.

#### Article - 9. LIABILITY

##### 9.1. Loss or Damage

9.1.1. Supplier shall be liable (without formal notice of non-compliance or judicial intervention being required) for any loss or damage incurred by Client arising out or in conjunction with Supplier's or its Sub-Supplier's non-compliance with the terms and conditions of the Purchase Order. Supplier's total liability under this Article shall in aggregate, be limited to the total value of the Purchase Order, except in the event of wilful failure or gross negligence in which said limitation of Supplier's liability shall not apply

##### 9.1.2. Liability for consequential losses

Neither the Client nor the Supplier shall be liable to the other for any indirect or consequential loss which may be suffered by the other in connection with the performance of the Purchase Order, including but not limited to the loss of use, loss of profits, loss of production, loss of revenue or business interruption. The costs in connection with detection of defects, inspection, transport, repair, replacement, reinstallation and retesting of the Goods, shall not be deemed indirect or consequential loss or damage.

##### 9.1.3. Liability for third party

Supplier shall be liable for, and shall indemnify and hold harmless Client from and against any loss or damage incurred by any third party arising out of or in conjunction with the negligent performance or non performance of the Purchase Order by Supplier.

#### Article - 10. MISCELLANEOUS

##### 10.1. Right of Audit

10.1.1. For the purpose of reviewing and verifying compliance with the Purchase Order and/or the quantities and cost of reimbursable items and of items charged by specified rate, the Client or its authorised representatives shall have access at all reasonable times to all personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of both the Supplier and any Sub-Supplier pertaining to performance of the Purchase Order. The Client or its authorised representatives shall have the right to reproduce and retain copies of any of the aforesaid documents.

##### 10.2. Ownership, Patents, Copyrights and Trademarks

10.2.1. Both parties shall defend, indemnify and hold harmless the other party and its officers, personnel or agents against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, resulting from the use of the Goods. Because a party has exclusive control of resolving infringements claims hereunder, in no event will a party be liable for the other party's attorney fees or cost.

##### 10.3. Licenses and Permits

10.3.1. Supplier shall obtain any license or other permit, which is required in Oman or any country for the performance of the Purchase Order. The Purchase Order shall be conditional upon such license or permit being available in good time.

##### 10.4. Software agreements

10.4.1. Where as part of the Purchase Order the Supplier provides licensed software then Supplier's software license shall include, but not limited to, the following: -

- a) The Supplier shall provide the Client with a non-exclusive licence to use the software solely for the Client's operational purposes in accordance with the provisions of the software license.
- b) The Supplier and its Sub-Suppliers shall retain ownership of the software.
- c) The Client shall not reverse compile, disassemble, or otherwise reverse engineer this software.
- d) The Client shall not transfer the license to utilise the software to a third part without the Supplier's prior consent, which shall not be unreasonably withheld.
- e) The licence granted within this Article is effective from the date that the Supplier installs the software.

Client agrees to defend, indemnify and hold harmless Supplier from all damages and third party claims, causes of action or damage arising from unauthorized use of the provided software.

##### 10.5. Force Majeure

###### 10.5.1. Definition

"Force Majeure" means an event beyond the control of the Client and the Supplier which makes it impossible or illegal for a party to fulfil any term or condition of the Purchase Order, which is not attributable to the fault or negligence of the party affected and/or his Sub-Suppliers and which could not have been foreseen or prevented by that party when exercising reasonable diligence, including but not limited to:

- a) earthquakes, landslides;

b) explosion and fire, unless as a direct result of the Supplier or of his Sub-Supplier's negligence or acts or omissions;

c) riot, commotion, sabotage or civil disorder, unless solely restricted to employees of the Supplier or of his Sub-Suppliers;

d) contamination by radio-activity from any nuclear fuel, nuclear waste or radioactive toxic explosion;

e) war, hostilities (whether or not war is declared), invasion, act of foreign enemies or embargo; and.

f) rebellion, revolution, insurrection, or military or usurped power or civil war.

10.5.1. In the event of Force Majeure neither the Client nor the Supplier shall be responsible for any failure to fulfil its obligations under the Purchase Order if and to the extent that fulfilment has been delayed, hindered or prevented by Force Majeure, provided that the Supplier shall have the benefit of this provision only if it takes all reasonable steps to protect the Goods and minimise the effects of any Force Majeure event on the Goods and the Delivery Date thereof. Where the delay due to reasons of Force Majeure lasts for more than sixty (60) days, the Parties shall meet to negotiate in good faith if and how to proceed with the Purchase Order.

##### 10.6. Liens, attachments

10.6.1. The Supplier warrants that neither the Goods nor any part thereof, nor any other goods made available by, or under the responsibility of the Client in connection with the Work (regardless of whether the Goods are under custody of the Supplier, or under custody of the Sub-Suppliers or third parties) are or shall in future be encumbered with any right of preference, right to withhold, lien or other property right whether fiduciary or otherwise. The Supplier hereby relinquishes any and all rights as herein indicated and shall immediately notify the Client of any claims under this Article.

10.6.2. The Supplier shall hold harmless and indemnify the Client from and against all liens, attachments or claims by Sub-Suppliers in connection with or arising out of the Purchase Order. The Client shall, with prior notification to the Supplier, have the right to withhold the amount involved in the cost arising out of such lien, attachment or claim from any payment due to the Supplier and to call on any performance bond, if applicable, until removal of such lien or attachment or settlement of such claim by the Supplier.

##### 10.7. Compliance with Laws and Regulations

10.7.1. The Supplier shall comply with and shall cause its Subcontractors and Supplier Personnel to comply with all applicable laws and regulations of the Sultanate of Oman.

10.7.2. If, as a result of change(s) of legislation which take effect in Oman after the Effective Date and could not have been foreseen by the party affected at the time of entering into the Contract, the cost of providing the Goods increases or decreases by an amount equal to two percent (2%) or more of the value of the Purchase Order, then the Client and the Contractor shall in good faith negotiate and agree an adjustment of the rates. For the purpose of this Article, legislation means laws and decrees issued by His Majesty the Sultan of Oman and ministerial decisions and regulations issued by the competent authorities pursuant to such laws and decrees, with the exception of laws, decrees, ministerial decisions and regulations concerning corporation, income or profit tax.

##### 10.8. Confidentiality

10.8.1. All information obtained by the parties in connection with the performance of the Purchase Order (other than information which is in public domain) shall be considered confidential and the parties shall not divulge such information to any third party, and shall cause his personnel and Sub-Vendors not to divulge such information to any third party, either during the term of the Purchase Order but not later than 10 years after receipt thereof, except with the prior written consent of the Client.

##### 10.9. Business Ethics and Principles

10.9.1. The Supplier shall not give or offer or agree to give to any person in the services of the Client any gift or consideration of any kind which is, or could reasonably be construed as being, an inducement or reward for doing or promising to do any act in relation to the obtaining or execution of this or any other contract with the Client or for showing or promising to show favour or disfavour to any person in relation to this or any other contract with the Client.

10.9.2. Without prejudice to any other rights that the Client may have, the Client may terminate the Purchase Order immediately upon notice in writing should the Supplier violate the provisions of this Article.

##### 10.10. Terms of Assignment

10.10.1. The Supplier shall not assign its rights or obligations under the Contract, in whole or in part, without the prior written consent of the Client.

##### 10.11. Applicable Law

10.11.1. The Purchase Order shall be construed and take effect in accordance with the laws of Oman.

##### 10.12. Notices

10.12.1. All notices under the Contract/PO shall be in writing.