**Terms used in Technical and Commercialization during service order**

**UOM**

stands for "Unit of Measure." In the context of a service order, UOM is used to define the standard unit that quantifies the services being ordered or provided. It helps in specifying the amount or volume of the service to be delivered, ensuring clarity and consistency in service contracts and billing.

The use of UOM in service orders ensures that both the service provider and the client have a clear understanding of the scope, duration, and cost of the services rendered.

**AU** in UOM stands for "Activity Unit." It is a flexible unit of measure used to quantify the amount of activity performed in a service order. An Activity Unit can represent various types of work or services depending on the context and the specific agreement between the service provider and the client.

Using AU as a UOM allows organizations to tailor their service orders to match the unique nature of the services they provide, offering a versatile way to measure and bill for different activities.

**MNTN : TMCS**

Maintenance : Technical Maintenance / Mechanical Control Systems

MNTN: This is an abbreviation for "Maintenance," referring to the upkeep, repair, and servicing activities required to ensure the proper functioning of the equipment.

TMCS: This stands for "Technical Mechanical Control Systems," which are the systems responsible for the mechanical and technical control aspects of the torpedo, such as steering, propulsion, and targeting mechanisms.

**GNRC :**

Generic

In the context of a service order, "GNRC" typically stands for "Generic." When you see "GNRC" in a service order, it usually indicates a general or non-specific type or category of service or material. This term is often used when the exact details or specifications are not determined at the time of the order or when a standard, commonly accepted category is being referred to.

In refractory management or any other specialized field, a "GNRC" designation helps streamline processes by allowing for flexibility in fulfilling service orders without needing detailed specifications upfront. It serves as a placeholder or a catch-all term to facilitate efficient processing and handling of standard tasks or materials.

**LD**

"LD" typically stands for "Liquidated Damages." Liquidated damages are a predetermined amount of money that one party agrees to pay to the other in the event of a breach of contract, such as a delay in delivering services or goods.

When "LD" is mentioned as applicable in a service order, it means that there are specific penalties set in the contract for failing to meet certain terms, such as deadlines or performance standards. This is a common clause in contracts to ensure accountability and to provide a clear remedy for delays or other breaches without needing to go through lengthy litigation processes.

The purpose of including liquidated damages in a service order is to incentivize timely and proper completion of contractual obligations and to provide a clear financial remedy for the party that suffers from any delay or non-performance.

**Personal Protective Equipment (PPE)** is essential for ensuring the safety and health of workers, especially in hazardous environments. The responsibility for providing PPE typically falls on the employer or the service provider, as dictated by occupational health and safety regulations.

Ensuring clarity in the service order about who provides PPE helps avoid confusion and ensures that all safety requirements are met, protecting workers from potential hazards associated with their tasks.

**Scaffolding** refers to the temporary structure used to support workers and materials during the construction, maintenance, or repair of buildings and other large structures. Scaffolding is essential for providing safe and accessible working platforms at various heights.

**Statutory obligation** is a legal requirement imposed by legislation. These obligations are duties that individuals, companies, or organizations must comply with according to laws enacted by a governing body, such as a federal, state, or local government. Failure to fulfill statutory obligations can result in legal penalties, fines, or other enforcement actions.

In the context of a service order, statutory obligations might include various legal requirements that must be adhered to during the execution of the service. These could encompass a wide range of regulations depending on the nature of the service being provided.

Including a clause related to statutory obligations in a service order ensures that both parties are aware of and agree to comply with relevant legal requirements, thereby minimizing the risk of legal infractions and promoting a safe and lawful working environment.

**PO value** stands for "Purchase Order value." This refers to the total monetary value of the purchase order, which includes the cost of all goods or services specified in the order. The PO value encompasses the following components:

**PBG** stands for Performance Bank Guarantee. It's a financial instrument often required in contracts to ensure that the contractor fulfills their obligations as outlined in the agreement. Essentially, it acts as a form of security or assurance for the client (the party issuing the contract) that the contractor (the party executing the contract) will perform according to the terms and conditions specified.

The PBG provides assurance to the client that the contractor is financially capable and committed to fulfilling their obligations under the contract. It helps mitigate the risk of non-performance and provides the client with a form of security in case of default by the contractor.

**LCITC** refers to "Landed Cost Including Taxes and Charges."

"Landed cost" is the total cost of a product once it has arrived at the buyer's location or "landed" at its destination. It encompasses not only the initial purchase price of the product but also any additional costs incurred in the process of acquiring and transporting the product to its final destination. This can include various charges such as shipping costs, customs duties, taxes, insurance, handling fees, and any other expenses associated with importing or transporting the goods.

LCITC specifically denotes that the landed cost includes taxes and charges, which are additional expenses beyond the base purchase price of the product. These taxes and charges can vary depending on factors such as the country of origin, the destination country's import regulations, the type of product, and any trade agreements or tariffs in place.

Understanding the LCITC price is crucial for businesses involved in international trade as it provides a comprehensive view of the total cost of importing goods, helping them make informed decisions regarding pricing, sourcing, and logistics.

**TDS** (Tax Deducted at Source) refers to the requirement of deducting a certain percentage of tax from payments made to the service provider by the client. This deduction is mandated by tax laws and regulations and applies to certain types of payments for services rendered. When TDS is applicable in a service order, it means that the client, who is the payer of the service, is required to deduct TDS from the payment to the service provider before making the actual payment. The deducted TDS amount is then remitted to the government within the specified time frame, while the balance amount is paid to the service provider.

Including TDS provisions in a service order ensures compliance with tax laws and regulations and helps in the proper deduction and remittance of taxes on payments for services rendered.

**A Letter of Intent (LOI**) is a document commonly used in various business transactions, including service agreements, to outline the preliminary understanding between two or more parties regarding a proposed transaction or agreement. While an LOI is not usually a legally binding document, it serves as a formal indication of a party's intention to enter into a formal contract or agreement. Overall, an LOI serves as an important precursor to a formal service order or contract, providing a framework for the parties to outline their intentions and negotiate the terms of the agreement before entering into a legally binding contract.

"RA Bill" stands for "**Running Account Bill.**"

In construction and contracting, a Running Account Bill (RA bill) is an interim invoice raised by a contractor to the client for work done up to a certain point in time, typically during the progress of a project. It serves as a request for payment based on the work completed or the services rendered up to that stage.

RA bills are important for cash flow management in construction projects, as they allow contractors to receive payment for work done during the project's progress, rather than waiting until the project is completed. They also provide transparency and accountability in billing by ensuring that payment is based on the actual work completed and verified by both parties.

"**Best price clause**" typically refers to a contractual provision that ensures a buyer receives the lowest or most favorable price for goods or services. It's commonly found in procurement contracts and agreements where the buyer wants to ensure they are getting the best possible deal.

A best price clause benefits the buyer by ensuring they receive the most competitive pricing available in the market. It also encourages sellers to offer their lowest prices to remain competitive and retain the buyer's business. However, sellers may negotiate limitations or exceptions to the best price clause to protect their profitability and business interests.

**Warranty and defect liability** provisions outline the terms and conditions related to the quality and performance of the services provided by the service provider. These provisions serve to protect the interests of both the client (the party receiving the services) and the service provider.

Including warranty and defect liability provisions in a service order helps establish clear expectations and responsibilities for both parties regarding the quality and performance of the services. It provides the client with assurance that they will receive services of acceptable quality and gives the service provider an opportunity to address any issues that may arise during the warranty period.

**Latent defect liability and Design defect liability** are provisions that address different types of defects and the corresponding responsibilities of the parties involved, typically the service provider and the client.

These provisions are essential for clarifying the parties' responsibilities and liabilities regarding defects that may arise during or after the completion of the project or service. They help ensure that the client receives a product or service that meets their expectations and specifications, while also providing recourse for addressing any defects or deficiencies that may arise over time. Including latent defect liability and design defect liability provisions in a service order helps protect the interests of both parties and promotes accountability and quality assurance throughout the project life

**Price Validity for Repeat order**

In the context of a service order, "TCS" can refer to "Tax Collection at Source."

**Tax Collection at Source (TCS)** is a tax collection mechanism where the seller collects tax from the buyer at the time of sale of certain specified goods or services. The seller then remits this tax to the government on behalf of the buyer. TCS is applicable in various jurisdictions and for different types of transactions, and the rates and rules may vary based on local tax laws.

When TCS is applicable in a service order, it means that the seller or service provider is required to collect tax from the buyer on the specified goods or services as per the prescribed TCS rates. The collected tax is then remitted to the government within the stipulated time frame.

TCS is typically applicable on high-value transactions or transactions involving certain specified goods or services, and it is aimed at widening the tax base and preventing tax evasion. It is important for both buyers and sellers to understand the TCS provisions applicable to their transactions to ensure compliance with tax laws and avoid any penalties or legal consequences.

In a service order, "MSME" typically stands for Micro, Small, and Medium Enterprises.

**Micro, Small, and Medium Enterprises (MSMEs)** are businesses classified based on their size and investment in plant and machinery or equipment. The classification criteria may vary from country to country, but generally, MSMEs are categorized as follows:

1. Micro Enterprises: These are the smallest businesses, typically employing fewer than a certain number of employees (e.g., 10) and having investments below a specified threshold (e.g., $100,000).

2. Small Enterprises: Small enterprises are slightly larger than micro-enterprises, with a higher employee count (e.g., up to 50) and higher investment thresholds.

3. Medium Enterprises: Medium enterprises are larger than small enterprises but still smaller than large corporations. They typically have more employees (e.g., up to 250) and higher investments.

Including MSME provisions in service orders can help promote the growth and development of small businesses, encourage entrepreneurship, and foster economic development by ensuring equitable access to opportunities in the marketplace.

A **Lorry Receipt** (LR) is a document issued by the carrier or transporter of goods to acknowledge the receipt of goods for transportation. It serves as a proof of receipt of the goods by the carrier and contains details such as the name and address of the consignor (sender), the name and address of the consignee (recipient), a description of the goods, the quantity, the weight, and any special instructions or conditions related to the transportation.

An "acknowledged LR copy" would be a copy of the Lorry Receipt that has been acknowledged or signed by the consignee (recipient) to confirm that they have received the goods in the condition specified in the LR. This acknowledgement serves as proof of delivery and can be used to confirm that the goods were received by the intended recipient.

In a service order context, including provisions for an acknowledged LR copy ensures that there is a clear record of the receipt and delivery of goods as part of the services provided. It helps establish accountability and prevents disputes regarding the delivery of goods between the service provider and the client.

**"RFQ number" typically stands for "Request for Quotation number."**

In procurement and purchasing processes, a Request for Quotation (RFQ) is a document used to solicit quotes or bids from potential suppliers or vendors for the supply of goods or services. Each RFQ is usually assigned a unique identification number, known as the RFQ number, to track and manage the procurement process.

In summary, the RFQ number is a unique identifier assigned to each Request for Quotation, used for tracking, communication, record-keeping, and workflow management purposes throughout the procurement process.

In the context of a service order, the term "docket number" may not have the same meaning as it does in a legal context. Instead, it could refer to a unique identifier assigned to the service order within the organization's internal system or workflow.

An **Earth Leakage Circuit Breaker** (ELCB) is a safety device used in electrical installations to prevent electric shock and reduce the risk of electrical fires. It detects small stray voltages on the metal enclosures of electrical equipment and interrupts the circuit if a dangerous voltage is detected.

In summary, an ELCB in a service order refers to tasks related to the installation, testing, maintenance, or replacement of Earth Leakage Circuit Breakers as part of ensuring electrical safety and compliance with relevant standards and regulations.

In the context of a power distribution board, "POA" can stand for **"Point of Assembly.**"

Power Distribution Board (PDB) Point of Assembly (POA)

A Power Distribution Board (PDB) is an essential component in electrical systems, used to distribute electrical power to various circuits or loads. It contains circuit breakers, protective devices, and sometimes control equipment to ensure the safe and efficient distribution of electrical power.

The statement "**SPU/MCC/MCB** shall be installed under rainproof shelter" provides installation requirements for certain electrical components to ensure they are protected from the elements.

Here is a breakdown of the terms and the rationale behind the requirement:

Definitions:

1. SPU: This typically stands for Switchgear Protection Unit, depending on the context.

2. MCC: This stands for Motor Control Center. An MCC is a centralized system used to control multiple electric motors in an industrial or commercial setting.

3. MCB: This stands for Miniature Circuit Breaker. An MCB is a type of electrical protection device that automatically switches off electrical circuits during abnormal conditions such as overloads and short circuits.

Installation Requirement:

Rainproof Shelter: This indicates that the SPU, MCC, and MCB must be installed in a location that is protected from rain and other forms of precipitation. A rainproof shelter could be a dedicated enclosure, a protective cover, or any structure designed to keep these electrical components dry and operational in outdoor or semi-outdoor environments.

The statement "**ELCA** provided with a welding machine along with short circuit protection" suggests that a welding machine is equipped with an Earth Leakage Circuit Breaker (ELCB) and additional short circuit protection. Here’s a breakdown of the terms and the rationale behind this setup:

### Definitions:

1. ELCB (Earth Leakage Circuit Breaker): An ELCB is a safety device used to prevent electric shocks and protect electrical equipment from earth faults. It detects leakage currents to the ground and interrupts the circuit if these currents exceed a predetermined safety threshold.
2. Short Circuit Protection: This refers to devices and mechanisms that protect electrical equipment from damage due to short circuits. Short circuits can cause excessive current flow, leading to overheating, fires, or damage to electrical components. Common short circuit

**Lien and Encumbrance** refer to legal claims or restrictions placed on property or assets that might be used or involved in the service being ordered. These terms are often used in legal, financial, and contractual contexts to ensure that all parties understand any existing claims or obligations related to the property or assets involved.

A lien is a legal right or interest that a creditor has in another's property, granted until a debt owed by that person is paid off. Liens can be used to secure payment of a debt or performance of some other obligation. They essentially act as collateral for the creditor.

Types of Liens in Service Orders:

1. Mechanic's Lien: Common in construction and related services, where a contractor or supplier has a lien on the property they have worked on until they are paid.

2. Tax Lien: If there are unpaid taxes associated with a property, a tax lien might be placed on it.

3. Judgment Lien: Results from a court ruling giving a creditor the right to take possession of a debtor's property if the debt is not satisfied.

An encumbrance is any claim, lien, charge, or liability attached to and binding real property. Encumbrances affect the transferability of the property and can include liens, easements, and restrictive covenants.

Types of Encumbrances in Service Orders:

1. Easements: A right given to a third party to use part of the property for a specific purpose (e.g., utility companies might have an easement to install power lines).

2. Restrictive Covenants: Conditions written into a property deed that restrict the use of the property in some way.

3. Mortgages: When a property is used as collateral for a loan, the mortgage serves as an encumbrance.

Understanding liens and encumbrances is essential in the context of service orders to ensure all parties are aware of any legal claims or restrictions on the property involved. This helps in avoiding legal disputes and ensures the smooth execution of the service agreement.

**Ancillary charges** are additional costs that are incurred beyond the primary or base cost of a service or product. These charges cover supplementary services or goods that are not included in the main price but are necessary for the completion of the service or delivery of the product. Ancillary charges can apply to various industries and contexts, such as travel, shipping, construction, and utilities. Ancillary charges are an important aspect of service and product pricing that cover additional costs not included in the primary price. Being aware of these charges helps in understanding the total cost, aids in better financial planning, and ensures transparency and fairness in transactions.

**Force Majeure** is a common clause in contracts that frees both parties from liability or obligation when an extraordinary event or circumstance beyond their control prevents one or both of them from fulfilling their contractual obligations. These events can include natural disasters, war, strikes, or other major disruptions that are unforeseeable and unavoidable. Force majeure clauses are essential in contracts to address situations where unforeseen and uncontrollable events prevent parties from fulfilling their contractual obligations. They provide a framework for managing such events, ensuring that both parties understand their rights and responsibilities in the face of extraordinary circumstances.

**Indemnity** is a contractual obligation of one party (the indemnifier) to compensate the other party (the indemnitee) for any losses, damages, or liabilities incurred by the indemnitee as a result of specified events or actions. Indemnity clauses are common in various contracts, such as service agreements, leases, and purchase agreements, and are used to allocate risk between the parties. Indem nity clauses are crucial in contracts to allocate risks and provide financial protection against potential losses or liabilities. They ensure that one party is compensated for losses arising from specific actions or events, thereby fostering trust and clarity in contractual relationships. Understanding and carefully negotiating indemnity clauses are essential for managing risk and protecting the interests of both parties involved in a contract.

**Intellectual Property Rights (IPR)** are legal rights that grant creators protection for original works, inventions, or the appearance of products, artistic works, scientific developments, and so on. These rights enable the creators or owners to control the use of their work and prevent others from using it without permission. IPR plays a crucial role in fostering innovation and creativity by ensuring that creators can reap the benefits of their work. Intellectual Property Rights are essential for promoting innovation, protecting creators, and ensuring economic growth. They provide creators and businesses with the legal tools to control and benefit from their creations, fostering an environment where creativity and innovation can thrive. Understanding and leveraging IPR effectively can be a significant advantage in today’s competitive and fast-paced market.

**Set-off** is a legal mechanism that allows a party to offset a mutual debt with a corresponding credit or claim against the other party. In simpler terms, if two parties owe each other money, they can agree to subtract the smaller amount from the larger amount, effectively settling the debt partially or entirely. Both set-off and cross default clauses are important risk management tools in contracts, but they serve different purposes. Set-off allows for the efficient settlement of mutual debts, reducing cash outflows. Cross default protects creditors by enabling them to act upon the borrower’s default on other obligations, thereby mitigating potential risks associated with the borrower’s financial instability. Understanding and effectively negotiating these clauses can significantly impact the financial and operational management of the involved parties.

**Mutatis Mutandis** is a Latin phrase that translates to "with the necessary changes having been made" or "with the necessary alterations." It is commonly used in legal and contractual contexts to indicate that while certain terms, conditions, or provisions from one document or situation apply to another, they should be adapted to fit the new context. Mutatis Mutandis is a useful legal term that facilitates the application of existing terms and conditions to new contexts without redundancy. It ensures that relevant provisions are adapted to fit the specifics of the new situation, maintaining the integrity and applicability of the original terms. This phrase is particularly valuable in drafting comprehensive and adaptable legal and contractual documents.

**Step-in rights** are contractual provisions that allow one party, typically a lender or an investor, to "step into the shoes" of another party, usually a contractor or a project company, to take control of a project or perform obligations if certain predefined conditions are not met. These rights are commonly included in project finance agreements, public-private partnerships (PPPs), and other complex contractual arrangements involving multiple stakeholders. Step-in rights are crucial for ensuring the successful completion and operation of large-scale projects, especially in scenarios where there is significant risk involved. They provide a safety net for lenders and investors, allowing them to intervene and correct issues that could jeopardize the project. Properly drafted and implemented step-in rights help maintain project continuity, protect investments, and ensure that critical services are delivered as intended.

**Waiver** is the voluntary relinquishment or surrender of some known right or privilege. In a contractual context, a waiver refers to one party's intentional decision to relinquish their right to enforce a specific provision or requirement of the contract. This decision can be either expressed explicitly or implied through actions. Waivers are important tools in contractual relationships that allow for flexibility and adaptability. They must be voluntary, and the waiving party must be aware of the rights they are giving up. Including clear waiver clauses in contracts helps define the process and limits the potential for future disputes. Whether explicit or implied, waivers can significantly impact the rights and obligations of the parties involved, making it essential to handle them carefully and thoughtfully.

An **Arbitral Tribunal** is a panel of one or more arbitrators appointed to resolve disputes between parties through arbitration. Arbitration is a form of alternative dispute resolution (ADR) where parties agree to submit their dispute to an impartial third party, the arbitrator(s), who then renders a binding decision known as an arbitral award. An arbitral tribunal plays a vital role in the arbitration process, serving as an impartial and independent body responsible for resolving disputes between parties. By offering a flexible, efficient, and confidential forum for dispute resolution, arbitration and arbitral tribunals provide an effective alternative to traditional litigation for resolving commercial disputes.