



JINDAL SHADEED IRON & STEEL LLC
Sohar Port, Plot - 12, P.O.Box - 404, P.C. - 322
Falaj Al Qabail, Sohar, Sultanate of Oman
CR No-1777769,Tax CardNo-8084505,VATIN No-OM1100015975
Ph:- 26865700 Fax:- 26850438
WORK ORDER

Vendor:10356 CENTRE FOR DEVELOPMENT OF ADVANCEDTECHNOLOGY VATIN No : WADI KABIR 112 JIBROO,MUSCAT MUTTRAH Muscat Oman Sales Person / Tel No : M/s Mr. Prabi Krishna/ 99453837 PO Box : 395 Postal Code : 114	Work Order No : 4600015700 Work Order Date: 03.01.2024 Contact Person: Fatma Al Salami Email ID: fatma.alsalami@jindalshadeed.com Phone No./Extn: 26850459 / 730 Fax No: 26850438 Mobile No: 93306242 PR Number: 20019363
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SUB:

With reference to above and subsequent techno Commercial discussions, M/S Jindal Shadeed Iron & Steel LLC is pleased to place Work Order for supply of below items as per the following scope & Commercial terms & Conditions.

Item	Activity	Activity Description	Qty	UOM	Unit Price (OMR)	Discount%	Net Amt (OMR)
10		DOMAIN RENEWAL WITH SSL CERIFICATE	1.000	AU	220.000		220.000
001	4009255	DOMAIN RENEWAL WITH SSL CERIFICATE	1.000	AU	220.000		220.000
Domain renewal with SSL certificate and support.							
Service Start date		Service End Date					
01.01.2024		31.12.2025					
Service Point: JS-Common Plant SIPC, Sohar							

Net Value: 220.000 (OMR)

VAT: 11.000 (OMR)

Gross Total: 231.000 (OMR)

TOTAL AMOUNT IN WORDS : OMR Two Hundred Thirty-One And Zero Baisa Only

Terms & Conditions

Price Basis: FOR Free on Road JSIS

Payment Terms : WITHIN 30 DAYS FROM ACCEPTANCE OF BILL (FOR SERVICES)

Header Text

renewal for 2 years

for JINDAL SHADEED IRON & STEEL LLC

(Authorized Signatory)

This is digitally signed document & does not require manual signature.

General Terms & Conditions for Contracts:**1. Delivery to SITE:**

The CONTRACTOR shall be responsible for subject job of the order, under this CONTRACT, the cost of which is all included in the CONTRACT PRICE.

2. TAXES AND DUTIES:

a. All taxes, levies, dues, duties, fees and other charges of whatever nature levied in connection with the execution of this contract in Sultanate of Oman shall be wholly borne and paid by JSIS directly to the relevant authorities.

All taxes, levies, dues, duties, fees and other charges of whatever nature levied in connection with the execution of this contract within Contractor's country (outside Sultanate of Oman) shall be wholly borne and paid by Contractor.

b. In case any credit, refund or benefit is denied or delayed to JSIS due to non-compliance by the Vendor (e.g., incorrect tax invoice format, non-deposit of VAT on supplies with the Government, non-disclosure or incorrect disclosure in VAT returns), the Vendor would reimburse JSIS the loss (if any) including, but not limited to, the tax loss, interest and penalty. Further JSIS reserves the right to withhold payments to the Vendor if the tax invoice provided by the Vendor is not in the format as prescribed under the Oman VAT Law and Regulations.

c. In the event of any change in law post signing of the contract, including the introduction of Oman VAT Law, the Supplier and Recipient agree to renegotiate the contract price

3. Insurance:

The CONTRACTOR shall at their own expense take out and maintain in effect, or cause their sub-CONTRACTORS to take out and maintain in effect, during the performance of the CONTRACT, those insurances specified as below,

- o Construction/Erection "All Risks" Insurance
- o General/Third Party/Public/Products Liability Insurance
- o Automotive Liability
- o Workmen's Compensation/Staff Insurance
- o CONSTRUCTION EQUIPMENT

4. INSPECTION & TESTS:

CONTRACTOR shall conduct if necessary, at his own expense and responsibility the testing of the material/services required during the performance of the contract according to their standard practices and international standards. After Inspection and examination by JSIS, if JSIS is of the opinion that the workmanship is defective and/or is not in accordance with the Contract, CONTRACTOR will readily rectify the same.

5. Defect Liability & Warranty:

CONTRACTOR shall warranty that the job shall be of good workmanship in accordance with Contract specifications, and shall under normal operations, show no defect due to design, materials or workmanship.

Defect liability period shall be 12 months from the date of job completion.

If, during the aforesaid defect liability period, any Goods/services fails to meet the warrantee as provided for herein above and JSIS informs CONTRACTOR thereof stating in writing the nature of such failure, CONTRACTOR shall, subject to his inspections at his option, repair, make good, replace with possible speed at JSIS Site. Transportation costs related thereof up to JSIS Site shall be at CONTRACTORS account without duty. The warrantee period for such repaired or replaced parts shall be three (3) months from the date on which the concerned part is made ready for use.

6. OMANIZATION:

Contractor's will comply with all provisions of Labour Laws of sultanate of Oman and shall keep required no. of OMANI nationals in their employment.

7. INDEMNITY:

CONTRACTOR shall indemnify and hold JSIS harmless from any loss, cost, claim expense or liability arising from adverse claim by any third party with respect to material/services delivered to JSIS. CONTRACTOR shall accept any liability with respect to any adverse effect arising from its action or inaction with respect to QHSE (Quality, Health, Safety, Security and Environment) and do so both with respect to JSIS or any third party, the contractor acknowledging its full liability in event of the exercise of JSIS's right to cancel the concerned Order.

8. TERMINATION:

JSIS shall always be entitled, even though Contractor is not in breach of any obligation, to suspend the Order for a period determined by JSIS, or to terminate the same in whole or in part, by giving two months advance notice to contractor. In no event Contractor shall be entitled to indemnification for incidental or consequential damages or loss of profits.

9. ASSIGNMENT:

The Work Order shall not be assigned or transferred by Contractor in whole or in part without the prior written consent of Jindal Shadeed. It is hereby agreed that Shadeed may assign, delegate or transfer any rights, obligations or interest herein at its discretion without the consent of Contractor.

10. DISPUTES & ARBITRATION:

- A. Any dispute or discrepancy with respect to payment of work of Vendor shall be brought to the notice of Shadeed within 90 days of release of their payment and no claim whatsoever shall be entertained by JSIS after the expiry of period of 90 days.
- B. Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract shall be settled between the JSIS and the CONTRACTOR amicably. If however, JSIS and the CONTRACTOR are not able to resolve their disputes / differences amicably as aforesaid the said disputes / differences shall be settled by Conciliation, failing which, the dispute will be settled through Arbitration proceeding. Conciliation shall be resorted prior to invoking Arbitration. The Arbitration Clause is to be invoked by the parties to the Contract only upon failure of conciliation proceedings to amicably settle the disputes. The Arbitration proceeding shall be held in accordance to the Rules of Arbitration of the International Chamber of Commerce "(I.C.C.Rules)" and the latest amendments thereof.
- C. Any controversy or claim rising out of or this confirmation or any alleged break thereof shall be settled by arbitration as follows:
The party making the claim shall notify the other party to invoke arbitration within 1 month of receipt of that letter; each party shall nominate 1(one) arbitrator. The 2 (two) appointed arbitrators shall by their mutual consent, appoint a third Arbitrator who shall preside the Arbitration proceeding. The Law of United Arab Emirates shall govern the arbitration proceeding. The arbitration award shall be final and binding on both the parties. The language of arbitration proceeding shall be English. The place and seat of arbitration shall be Dubai , UAE and any disputes shall be submitted to and conclusively settled by the courts of United Arab Emirates. The Cost of arbitration and the expenses of individual parties shall be borne equally by respective parties only. During the pendency of the Conciliation or Arbitration proceedings both the parties (i.e. the SELLER and the BUYER) shall continue to perform their contractual obligations.
The arbitral tribunal shall give reasons for its award and the award rendered by the Arbitration tribunal shall be final and binding upon the parties. The parties agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning any dispute arising under this agreement until the dispute has been determined in accordance with the arbitration proceeding mentioned hereinabove.

11. Jurisdiction:

- A) For the Contractors having Permanent Establishment in Oman: The courts of Sultanate of Oman shall have exclusive jurisdiction to adjudicate anything arising out of execution of this Agreement.
- B) For the Contractors having Permanent Establishment outside Oman: The courts of United Arab Emirates shall have exclusive jurisdiction to adjudicate anything arising out of execution of this Agreement.

12. FORCE MAJEURE:

Force Majeure means any accordance event or circumstances such as Act of God, sabotages, civil commotion, riots, insurrections, revolution, blockades, earthquake, fire, floods, lightning, storms, typhoon etc. In such case the time for completion of the work shall be extended for a reasonable period to be determined by mutual agreement between JSIS and CONTRACTOR.

13. INTELLECTUAL PROPERTY RIGHTS:

Contractor warrant that neither the Goods/Services nor the sale thereof covered by the Order will infringe upon or violate any trademarks, patents, copyright or other legal rights of third parties. Contractor shall indemnify and hold JSIS harmless against all actions or claims, liability, loss, costs, attorneys' fees, expenses and damages due to or arising from any infringement of intellectual property rights. Contractor shall, at their own expense if so requested by the JSIS, defend the JSIS against all such claims, proceedings and suits.

14. Facilities for Staff and Labour:

The CONTRACTOR shall provide and maintain all necessary accommodation and welfare facilities for his (and his Sub-contractor's) staff and labour. For the sake of clarity, the JSIS shall in no manner whatsoever be responsible or liable to the CONTRACTOR or any of its Sub-contractors' for providing the aforesaid including, but not limited to, payment of salaries to its labour or staff or sub-contractor payments.

15. Safety Precautions:

The CONTRACTOR shall comply with all applicable safety regulations in his design, access arrangements and operations on SITE. The CONTRACTOR shall ensure proper fencing and lighting as required, guarding and watching of the equipments, provide temporary roadways, footways and guards and fences which may be necessary.

CONTRACTOR shall also ensure sufficient safety measures for the safety of all persons on SITE any violation of safety shall be reviewed seriously and penalty shall be imposed as per our HSSE department norms.

HSE REQUIREMENTS: AS PER DOCUMENT NO: JSIS-HSE-WP-01, REVISION NO: 00, DATE: 15TH MAR' 2014 - ENCLOSED.

16. Contractor shall NOT use polythene bags in Jindal Shadeed premises. Contractor shall ensure that their workers should not bring food items/consumable items in polythene bags/carry bags. If they are found to carry polythene bags, Contractor will be penalized as per Jindal Shadeed HSE standard norms.

17. Contractor's obligations:

- A) Contractor will submit the list of Contractor Personnel to JSIS, and this list will indicate their names, age, address and date of joining Contractor's establishment. Contractor shall check/verify the details submitted by its personnel and also for the new appointees of Contractor.
- B) Contractor will properly supervise the Contract labour to ensure that they work in safe manner so as to prevent accident or injury to themselves and other persons working around them.
- C) Contractor will maintain and keep up-to-date all statutory records. Contractor will also maintain any other records as required by the JSIS. All these records will have to be produced for inspection as and when asked for.
- D) Every person engaged by Contractor for work at Company's premises or for carrying out work in accordance with the job order shall be deemed to be Contractor's employee and shall work under Contractor's direct control and supervision. At no stage the Contractor's or the Contractor's employee will have or claim any relationship of employer.
- E) Contractor's shall be fully responsible for the proper behavior and conduct of employees engaged while they are in factory premises/working on the Order job. All employees shall abide by the rule & regulations of the company. If any employee is found behaving against the interest of the company or violating the norms of discipline or found under the influence of liquor his entry shall be stopped. Any dispute arising among workmen employed by Contractor's or between Contractor's and the workmen shall be promptly dealt with and the Company shall not be responsible in any manner whatsoever.
- F) The Contractor's will provide to the Company identity of the persons engaged by Contractor's from time to time for the assigned work for security reasons.
- G) Contractor's will indemnify and shall keep Company indemnified against all acts of omission or negligence, dishonesty or misconduct of the persons engaged by Contractor's for work in the factory premises or elsewhere. The JSIS will neither be responsible for death, accident or injury to them during the course of their duties in the factory premises not will be liable to pay damaged or compensation to such person or third parties. Contractors will have an insurance policy for the workmen employed by him at works and such policy will be produced by Contractor's in HR Dept.

In case of non-compliance will result in penalizing suitably. The penalty amount shall be decided by JSIS management. Any Violation of the above by contractors will result in cancellation of this contract.

18. Rights of Way and Facilities:

The CONTRACTOR shall bear all costs and charges for special or temporary rights-of-way required by him for access to the SITE outside BUYER's premises. The CONTRACTOR shall also provide, at his own cost, any additional facilities outside the SITE required by him for the purposes of the execution of order.

19. Site Conditions:

The CONTRACTOR shall be deemed prior to executing this CONTRACT to have:

- (i) Inspected and examined the SITE and its surroundings;
- (ii) Satisfied itself as to the nature of the climatic, hydrological and general conditions of the SITE and its surroundings, the nature of the ground and subsoil, the form and nature of the SITE and its surroundings, the risk of injury to property, the nature of the materials (whether natural or otherwise) to be excavated, the nature of the design, work and materials necessary for the execution of the order.
- (iii) Satisfied itself as to the means of communication with and access to and through the SITE and accommodation it may require, the possibility of interference by persons (other than BUYER and persons claiming rights or title through, under, or paramount to BUYER) with access to or use of the SITE after the CONTRACTOR shall have been given possession thereof and the precautions and times and methods of working necessary to prevent any nuisance or interference, whether public or private, which might give rise to any legal action being caused to any third parties;
- (iv) Generally obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the execution of the order in accordance with the TECHNICAL SPECIFICATION (excluding the risks, contingencies and all other circumstances in connection with existing buildings);
- (v) The equipment, facilities and resources needed for the performance of the WORKS and the TEMPORARY WORKS and the remedying of any defect therein, including accommodation, transportation, handling and storage conditions and the like; and the availability of labour, equipment, spare parts, consumables, procurement items, fuel, water, electric power and other utilities and the like for the execution of the WORKS and the TEMPORARY. WORKS in accordance with this CONTRACT and the TECHNICAL SPECIFICATION, and hereby agrees that:
- (vi) The CONTRACTOR shall not be relieved from any risks or obligations imposed on or undertaken by it in relation to WORKS on the grounds of any misunderstanding or misapprehension in respect of the matters referred to in paragraphs (i) to (v) above of this Sub-Clause.

20. COORDINATION OF WORKS WITH OTHER CONTRACTORS: (if any)

The CONTRACTOR undertakes to fully coordinate and cooperate with other CONTRACTORS in all respects since the CONTRACTOR acknowledges the fact that many coordination works as between the CONTRACTOR and other CONTRACTORS are required to be done both prior to the Commencement Date herein and subsequent to the commencement of Works and accordingly therefore the CONTRACTOR agrees to carry out such coordination to the fullest extent required. Any failure to do so shall be deemed a default on the part of the CONTRACTOR.

21. Progress Reports:

The CONTRACTOR shall ensure to submit Bi-Weekly progress reports in a form reasonably acceptable to the JSIS. Report shall also include comparisons of actual and planned progress, with details of any aspects which may jeopardize the completion in accordance with the CONTRACT, and the measures being (or to be) adopted to overcome such aspects.

22. Vendor Grievance Redressal:

Vendor can address their grievance to mail ID: vendor.feedback@jindalshadeed.com, the coordinator (Concerned Commercial Section Head) will first acknowledge the receipt of the grievance to the aggrieved party within 48 hours from the time of receipt of the grievance (Excluding intervening Holidays).

The Grievance Redressal Cell will decide the matter within 14 days and thereafter communicate the decision to the aggrieved party.

23. CORRUPTION:

Each PARTY warrants that it (i) has not paid, (ii) has not agreed to pay and (iii) will not pay directly or through its PERSONNEL or any entities acting on its behalf, any commission, facilitation payments or inducement in connection with the order.

24. FRAUD:

The PARTIES must take all necessary steps in accordance with good industry practice, to prevent any fraudulent activity, in relation to the order, by either of them or their PERSONNEL or the directors, officers, employees, contractors, sub-contractors, suppliers or agents of their PERSONNEL.

25. ACCPETANCE:

The contractor hereby agrees to accept the terms and conditions of the Work Order" (WO)". Contractor shall revert, within two days of receiving of WO copy, his/their acceptance of the terms and conditions of the WO or any comments thereof. If the contractor did not send his acceptance within two days as mentioned hereinabove, it shall be presumed that contractor has given consent to the terms and conditions of Work Order.