



(A Subsidiary of Jindal Stainless Ltd.)

Plant Address :

JINDAL STAINLESS LIMITED BILASPUR TAURU ROAD,
VILLAGE : PATHREDI GURGAON HARYANA 122413 INDIA
Consignee PAN No :AABCJ1969M
Consignee GSTIN :06AABCJ1969M1Z7

Purchase/Work Order

SUPPLIER CODE : 2027135 Name : A ONE SALASAR PVT LTD Address : 702,opal square IT ,C2 Mumbai District : mumbai City : 400604 Postal Code : TEL. NO. : 7208088453 , CONTACT PERSON : EMAIL : sales@salasarauction.com GST No. : 27AAOCA5506C1ZV	PURCHASE ORDER NO. 4500007335 PO.DATE 29.09.2023 REFERENCE PO Currency INR Central Excise Division Commissionerate
Consignee Name and Address Postal Address : JINDAL STAINLESS LIMITED BILASPUR TAURU ROAD, VILLAGE : PATHREDI GURGAON HARYANA 122413 INDIA	Consignee PAN No : AABCJ1969M Consignee GSTIN : 06AABCJ1969M1Z7

Please supply the following material/service strictly in accordance with terms and condition mentioned below and overleaf.

Sr.no.	Item code	Description of material	Uom	Qty	Rate	Net Price	GST Per	Gross Price
00010		Logistics Reverse Auction	AU	1.000	30,000.00	30,000.00	0.00	30,000.00

Total : 30,000.00

Amount in Words : Thirty Thousand Indian Rupee

SERVICE PO ITEM DETAILS

Line	SAC Code	Description	Quantity	UOM	Net Price	Gross Price
10	998399	Logistics Reverse Auction	4.000	EA	7,500.00	30,000.00

Special Instruction /Other Terms and Conditions: Payment portion of GST will be released only after matching with online GST portal and their proof submission.Kindly share your acknowledgements on purchase order within 2 days of receiving this email, In case of no revert , It will be considered auto acknowledge by you.

In Case of Rejection, material must be lift with in 3 days.

Material should be delivered in proper packaging.

In case of any violation against the above T&C , We will not inward material and it may cause payment delays until the above issue will not be resolved.

If there is delay in delivery, LD clause will be applicable.

Packaging and Forwarding 0.000000000

CGST :

SGST :

Delivery/Comp. Period 17.10.2023

Despatch Instruction

Insurance

Misc.

Payment Terms Payment Immediately Frm date of# Invoice

Prepared By:-

Authorised Signatory:-

Register Office :
JINDAL STAINLESS LIMITED

Jindal Centre , 12 Bhikaiji Cama Place, , Distt. : New Delhi, Delhi (India)- 110066
CIN : L26922HR1980PLC010901

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Annexure-A

THIS ORDER IS SUBJECT TO FOLLOWING TERMS AND CONDITIONS:

1. QUALITY & PRICE:

1.1 The supplier warrants that his goods have the characteristics, qualities and features specified in the purchase order and that they are in compliance with the stated specifications, drawings, samples and other descriptions provided by JSL.

1.2 The supplier will perform quality inspections as per internationally accepted standards & best engineering practices.

1.3. In case initial sample is received, the supplier shall begin with series production only after having received the formal communication of written approval from JSL.

1.4. JSL expects the supplier to orient the quality of the products he delivers to us towards the respective state-of-the-art status and to notify us about potential improvements and technical modifications. All and any modifications of the delivery items must previously be approved by JSL in writing.

1.4 The Supplier warrants and guarantees compliance with all statutory safety and environmental regulations applicable in India.

1.6 Price governing this Purchase order for all purposes shall remain firm unless otherwise agreed in writing.

2. DELIVERY SCHEDULE:

2.1 The deliveries must be in compliance with the quality, quantity and as per delivery prior stated in this purchase order. The agreed delivery schedules shall be binding; the supplier warrants providing punctual delivery as per the mentioned delivery dates against each line item.

2.2. Additional freight costs for rush or express deliveries required due to non-compliance with the stipulated delivery deadlines will be borne by the supplier.

2.3 Unless otherwise stipulated, goods against this order are to be dispatched to order placing unit of Jindal Stainless Limited.

2.4 If Transit insurance is in JSL account, inform JSL by e-mail/telegram/fax before dispatching of the material, the details of G.C. Note/R.A. No. Date of dispatch, value and PO no.

2.5 JSL reserve the right to amend the ordered quantity after due notice in writing.

3. PACKING, MARKETING AND TRANSPORTATION

3.1 General specifications of packing and marking in respect of the goods under this purchase order shall be as per Good Industry Practices. The goods shall be duly packed in rail/road/sea worthy packing wherever required or customary, so as to ensure that all the goods re delivered at site in good conditions and without any damage. Packing and forwarding of the goods shall be in accordance with standard practices prevailing internationally and Good Industry Practice. The Supplier shall take suitable precautions and measures to protect the goods against dampness, moisture, rain, rust, shock, corrosion and deformation.

3.2 Supplier must mark their

(1) Suppliers name &
(2) Month/Year on each item either by Paint OR Embossing/Punching as feasible item to item at appropriate location.

4. ACCEPTANCE: JSL shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if the goods suppliers do not conform to the requirements of this Purchase Order. JSL shall be entitled to cancel the Purchase Order and purchase the nearest equivalent Goods elsewhere. In the event of cancellation under this condition supplier shall promptly repay any moneys paid under the Purchase Order without any retention or offset whatsoever. Cancellation of the Purchase Order are under this condition shall not affect any other rights JSL may have. Supplier must collect all rejected Goods within 10 days' time of rejection at his risk and expense after that JSL reserves the right to discard the material at vendor's risk & cost.

4.1 JSL reserves the right to not to pay for Goods if the delivery is done without any valid purchase order & such deliveries shall be treated as Free of Cost (FOC) basis.

4.2 Material of different plants shall not be accepted in single LR.

5. LIQUIDATED DAMAGES FOR DELAYED COMPLETION:

On agreement, in case of delay in delivery, JSL reserves the right to levy LD as

5.1 Subject to force majeure clause (SLNo.-16), if the supplier fails to deliver any or all the goods within the delivery period(s) specified in the purchase order the purchaser shall without prejudice to its other

remedies under the order deduct from the ordered price as liquidated damages, a sum equivalent to 0.5% (half percent) of the undelivered goods value for each week of delay or part thereof until actual delivery up to a maximum of 5 % (five percent) of the undelivered goods/services value.

5.2 JSL reserves the right to terminate the order due to delay in delivery & recover the loss due to delay, from the supplier's due payments.

6. Copy of excise invoice for transporter which is valid document for availing MODVAT must be handed over to the truck driver for safe delivery. In case of absence or not being delivered to JSL, supplier's payment is liable to be delayed/reduced by an equivalent amount. All goods dispatched should be accompanied with state entry form which shall be issued by JSL on request.

7. DOCUMENT SUBMISSION:

7.1 All invoices, dispatch documents & any other document mentioned in this order should be sent to the respective store in-charge for faster processing of the payments. The address should be mentioned on the invoices clearly.

7.2. Data sheets, operation & maintenance manual, list of accessories, recommended spares & important documents to be sent along with the dispatch items.

7.3. Suppliers shall be required to submit all the relevant test certificate / inspection reports along with supplies. Such test certificates / inspection reports should certify that all items covered under the order shall confirm to the owner's requirements & specification. In the absence of such test certificate / inspection reports, owner shall have an option not to accept such items at stores.

7.4 After completion of supplies or on JSL's demand, Supplier is liable to return all drawings, documents, bill of material etc., relating to this purchase order.

7.5 Any demurrage, wharf age or similar expenses incurred by JSL owing to late delivery of the RR/LR/carrier documents must be borne by the Supplier.

7.6 In case of dispatch of documents through bank, Supplier will allow us 30-45 clear days free of interest/other charges for retirement of documents from the date of presentation.

7.7 On the very first page of the Purchase order company registration related information of Jindal Stainless Limited is given to the supplier for appropriate mention in the dispatch/delivery documents. Any delay loss confiscation, hold up etc. By statutory or other authorities due to defective documentation is at the risk, cost and account of the Supplier.

8. DOCUMENTATION: The supplier is obligated accurately to raise all the relevant documents/ shipping papers and delivery notes. If the supplier fail to do so, JSL shall not be responsible for any risk or delays in processing.

9. PROGRESS OF ORDER: If the delivery period is more than 25 weeks, the supplier shall convey the progress on scope of work covered under this order in every 10 weeks. Otherwise JSL owns the right to take suitable action.

10. INDEMNITY CLAUSE:

(a) The Supplier represents that it owns/has irrevocable rights to use and transfer the intellectual property in respect to the supply, erection and use of the Equipment supplied hereunder;

(b) The Supplier shall indemnify the Owner from and against any demands, claims, suits and causes of action and any liability, legal cost, expenses, settlements, etc. arising from or incurred by reason of any infringement or alleged infringement of patent, design, copyright, trade mark or trade name by the use or possession of part or whole of the Equipment by the Owner.

(c) The Supplier hereby declares that, as on the date of signing of the order, the Supplier has not received any notification of any rightful patent infringement claim, which can prejudice the Owner's right to use or maintain the Equipment.

11. LANGUAGE: All documents, statements, instructions, catalogues, brochures, pamphlets, design data, drawings, operation and maintenance manuals, notices and all other communications pertaining to this order shall be in English language.

12. MEASUREMENTS: All measurements shall be in Metric system. All weights, dimensions and measures shall be as per ISI/BSI.

13. CONFIDENTIALITY:

13.1 The Parties recognize that each of them will be given and have access to confidential and proprietary information of the other Party ("Confidential Information").

The Parties shall use such Confidential Information only for the purposes envisaged and specifically provided and shall keep such information strictly confidential and not disclose to any third party any of the confidential and proprietary information. The obligations of confidentiality shall not apply to any information that:

- (a) Was developed independently by the Party;
- (b) Was known to the party prior to its disclosure by the disclosing Party;
- (c) Has become generally available to the public other than by virtue of its disclosure by the receiving Party;
- (d) May be required in any report, statement or test submitted to any governmental or regulatory body;
- (e) May be required in response to any summons or subpoena or in connection with any litigation; or
- (f) May be required to comply with any law, order, regulation or ruling.

13.2 Provided that prior to any disclosure in respect of a request to disclose confidential information under subsections (d), (e) and (f), the disclosing Party must first notify the other Party owning such Confidential Information, who shall then have the opportunity to respond to and/or dispute such request. The provisions of this clause shall survive the termination of this order.

14. TERMINATION OF THE CONTRACT:

14.1 JSL shall have the sole and exclusive right to terminate this Purchase Order/Agreement at any time without assigning any reason thereof, by giving prior written notice of 7 (seven) days, without any cost, risk or consequences to it.

14.2 The termination of this Purchase Order/Agreement shall not in any way affect or prejudice or relieve any Party of the rights or obligations or liabilities accrued or incurred prior to the termination and other clauses which by their very nature are intended so or expressed to continue and survive the termination of this Purchase Order/Agreement.

15. RISK PURCHASE CLAUSE : In case the supplier is not able, in the judgment of JSL, to maintain satisfactory work progress and it appears that he will not be able to supply the goods within the time schedule and achieve the target completion date, JSL shall be at liberty to either:

- (a) Continue as per the purchase order with due liquidated damages for late delivery; or
- (b) Engage any other supplier, parallel to existing supplier, to complete part of the balance order at the risk and cost of the existing supplier; or
- (c) Cancel the purchase order and get the balance work done from third party at the risk and cost of existing supplier.

16. FORCE MAJEURE:

- (a) Force Majeure means the following events or circumstances or any combination of such events or circumstances, which are beyond the reasonable control of the affected Party, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which adversely affects the affected Party's performance of its obligations pursuant to the terms of this order such as:
 - (i) Transportation strike for a continuous period of 7 days;
 - (ii) CT of war (declared or not), invasion, military coup, riots;
 - (iii) Radioactive contamination, ionizing radiation;
 - (iv) Any act of state or other exercise of a sovereign, judicial or executive prerogative by Government of India, or any Competent Authority resulting in the appropriation of the assets of the Supplier or affecting the performance of the Supplier's obligations hereunder;
 - (v) Flood, hurricane, cyclone, typhoon, drought, earthquake, volcanic activity and any other acts of God which are natural calamity; and
 - (vi) Air crash.

(b) Events of Force Majeure shall not include

(i) Weather conditions (including monsoon) reasonably to be expected for the climate in the geographic area of the Facility;

(ii) Delay or failure to obtain necessary permissions, approvals and sanctions of the Competent Authority/Statutory Body

(iii) the occurrence of any manpower or material delay, default or failure (either direct or indirect) in obtaining materials, equipments or any Sub-Suppliers, worker performing any work or any other delay, default or failure, financial or otherwise of a Sub-Supplier unless the same results from a Force Majeure event as per Article 28 (a),

(iv) Financial distress of the Supplier or Sub-Supplier or the Owner.

17. INDUSTRIAL PROPERTY RIGHT: The supplier warrants that no third-party rights are violated in context with his deliveries.

18. GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by, subject to, and construed in all respects and enforced in accordance

with the Laws of India. The court at Delhi. For JINDAL STAINLESS LIMITED only shall have sole and exclusive jurisdiction to decide and adjudicate upon any question, issue, dispute or claim between the Parties, in respect of any matter arising out of or relating to this Agreement including those related to the arbitration proceedings and/or any applications to be made under the Arbitration and Conciliation Act, 1996 (as amended and re-enacted from time to time).

19. ARBITRATION CLAUSE: 19.1 In the event of any dispute or difference arising out of, relating to, under or in respect of the Purchase Order/Agreement, including any question regarding its existence, validity or termination, the Parties hereto shall endeavour to amicably resolve the dispute or difference

amongst themselves through mutual negotiations in good faith, within 15 (fifteen) days of written notification by one Party to the other Party of the existence of such dispute or difference.

19.2 In case such dispute or difference cannot be resolved within the above stipulated period, the same shall be referred to a sole arbitrator, appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time, by JINDAL STAINLESS LIMITED or its Director.

19.3 The arbitration shall be subject to and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification or re-enactment thereof. The decision and arbitral award of the sole arbitrator shall be final and binding on the Parties and shall be enforceable by the courts of competent jurisdiction.

19.4 For the disputes or differences arising out of/pertaining to the Purchase Order/ Agreement, the seat and venue of Arbitration shall be for JINDAL STAINLESS LIMITED, Sector 32, Gurgaon.

19.5 The language of the Arbitration proceedings shall be in English.

19.6 During the pendency of the arbitration proceedings, the Parties hereto shall continue to perform and execute their respective obligations herein except only to the extent of the obligations which are subject matter of such dispute or differences referred to the arbitration.

19.7 The cost and expenses of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitral award otherwise provides.

20. DISPUTE RESOLUTION:

(A) The Parties hereto shall endeavour to settle all disputes and differences relating to and/or arising out of the order amicably.

(B) In the event of the Parties failing to resolve any dispute amicably the same shall be referred to the arbitration of a sole arbitrator as mutually decided by the Parties and in case the Parties fail to mutually appoint the arbitrator within a period of 30 days, the said sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 and the rules there under, as may be amended from time to time.

(C) The place of arbitration shall be JINDAL STAINLESS LIMITED, Gurgaon respective to the purchaser or order releasing unit and the language of the arbitration shall be English.

(D) The Parties further agree that any arbitration award shall be final and binding upon the Parties.

(E) The Parties hereto agree that they shall be obliged to carry out their obligations under the order even in the event a dispute is referred to Arbitration.

21. This Purchase Order is issued in duplicate. All pages of the duplicate copy be signed & stamped as a token of acceptance and the same is forwarded immediately so as to reach to the office of the purchaser. In the event, no communication is received within 7 days of the issue of this order it will be construed that the Purchase Order has been accepted by supplier.

22. Being an ISO 14001 Company, we always endeavour & encourage suppliers to follow & maintain eco-friendly operations. We shall appreciate your following safe & healthy practice in your processes for manufacturing the product and selecting such transporters which are ISO 14000 recognized and/or are following environment friendly norms. Additional weightage will be given to such suppliers during Supplier rating.

23. Please confirm whether your proprietorship concern/firm/Company is registered under Micro, Small and Medium Enterprises Development (MSMED) Act and if yes, also provide your valid registration certificate along with the invoice.

24. GST amount will be paid on correct filing of GST return by the due date by the vendor or the company reserves the right to deduct/withhold the GST amount in case of default/incorrect GST return filed by the vendor.