

SERVICE ORDER



Greenlam Industries Limited
Aerocity, IGI Airport Hospitality Dist.
203, 2nd Floor, West Wing New Delhi -110037, Delhi, INDIA
PHONE NO. -

Vendor Name	: FOUNDATION FOR ORGANISATION RESEARCH AND	Order No.	: 4300010273
Vendor Address	:	Order Date	: 27-Jul-2024
	:	Quotation Ref.	:
City	: new delhi	Quotation Date	:
Region	: 07 / Delhi	Valid From	:
Pin Code/Country	: 110016 / India	Valid To	:
Vendor Details		Our Details	
Vendor Code	: 1001004470	GST No.	: 07AAFCG2966D1Z0
GST No.	: 07AAATF0355M1ZP	PAN No.	: AAFCG2966D
PAN No.	: AAATF0355M	Business Place/Plant	: 1000 / DELHI HEAD OFFICE-GREENLAM
Registered Email Id	: puneet.garg@fsm.ac.in	Email Id	: gaurav.jaitly@greenlam.com

Dear Sir/Madam,
We are pleased to award this order for supplying following items as per terms and conditions mentioned below

S.no	HSN / SAC Code	Item Description	Delivery Date	Quantity	UoM	Unit Price (INR)	Basic Amount (INR)	Discount Value	Net Amount	Tax Type	Tax Amount (INR)	Payable Amount (INR)
		Professional Fee for services										
01	998311	PGDM Fee Advance,	27-Jul-2024	903,750.000	AU	1.00	903,750.00		903,750.00	CGST + SGST @ 18%	162,675.00	1,066,425.00
02	998311	First Term,	27-Jul-2024	903,750.000	AU	1.00	903,750.00		903,750.00	CGST + SGST @ 18%	162,675.00	1,066,425.00
03	998311	Second Term,	27-Jul-2024	903,750.000	AU	1.00	903,750.00		903,750.00	CGST + SGST @ 18%	162,675.00	1,066,425.00
04	998311	After Certificate,	27-Jul-2024	903,750.000	AU	1.00	903,750.00		903,750.00	CGST + SGST @ 18%	162,675.00	1,066,425.00
Subtotal							3,615,000.00		3,615,000.00		650,700.00	4,265,700.00

Other Charges:
Total
Total Order Amount: 4,265,700.00 INR
Total In Word : Forty Two Lakh Sixty Five Thousand Seven Hundred Rupees
Terms of Payment : 30 Days From Date Of Invoice
Inco Term : Ex Works

Other Terms & Conditions:
● FORE School of Management ● Total PO Annual Amount # [72500 (per student] 50] INR 36,15,000/- ● # 25% - Advance Payment # INR9,03,750 /- ● # 25% - After the completion ofFirst Term # INR 9,03,750 /- ● # 25% - After the completion ofSecond Term # INR 9,03,750 /- ● # 25% - After the Certificatesare received # INR 9,03,750 /- ● As per contract ● As per contract ● As per MDM

Contact Person for Receiving Goods/Services : <<>gaurijeevan.jadhav@greenlam.com>
Receiving Time : 9:30 AM to 6:00 PM [Monday to Saturday]

STANDARD TERMS & CONDITIONS:

- 1.Order Acceptance:** The Order may be accepted either through e-mail, regd. post or courier. In the event of non-receipt of confirmation by Greenlam Industries Ltd. within 7 days of the date of order, the Purchase Order shall be deemed to have been accepted in all respects.
- 2. Prices:** Prices, terms & conditions mentioned in the Purchase order shall be taken as firm & cannot be modified, changed or altered during e period of contract. Any modification to the terms and conditions shall be in writing by an amendment order by mutual consent.



- 3. Delivery:** Vendor shall deliver the materials within the due specified in the Purchase Order. Time is the essence of this contract. In the event of delayed shipment/delivery, Greenlam Industries Ltd. reserves the right to cancel the Order and/or terminate the contract and claim any loss or damages arising out of such delay. Any demurrage due to late receipt of documents will be debited to vendors' account and shall be recovered from the vendor. No material will be accepted at Greenlam Industries Ltd.'s Factory gate without the Purchase order reference number on the Invoice/Challan.
- 4. Inspection and Conformance:** The supplies should be strictly in accordance with Greenlam Industries Ltd.'s requirements and Specifications as in the Purchase Order and accompanying documents, wherever applicable. Greenlam Industries Ltd. reserves the right to inspect the material at any stage and Vendor shall allow free access to the authorized representatives of Greenlam Industries Ltd. and or representatives of statutory bodies and extend all facilities for carrying out the inspection.
- 5. Rejections:** All rejected/defective materials will be stored by Greenlam Industries Ltd. at Vendors risk for a period of thirty (30) days from the date of intimation to Vendor by e-mail/fax/telephone/courier/post and Vendor shall promptly arrange collection and removal of the same at its own cost, and after refund of the value of the rejected/defective materials already paid or advanced along with applicable interest to Greenlam Industries Ltd. In case the rejected/defective materials is not collected by Vendor within this time, Greenlam Industries Ltd. shall be entitled to dispose it and remit the proceeds there from to Vendor after retaining the disposal cost incurred and the amount already paid or advanced by Greenlam Industries Limited towards defective or rejected goods together with freight handling and any other charges that Greenlam Industries Ltd. incurs.
- 6. Payment:** Payment will be effected by Greenlam Industries Ltd. as per agreed terms as specified in the Purchase Order only for the material received & accepted by the Greenlam Industries Ltd. Payment is subject to the deductions as per applicable taxes. Greenlam Industries Ltd. shall issue a Certificate in respect of such withholding tax as per applicable laws. Greenlam Industries Ltd. shall be entitled to deduct any demurrage incurred on account of delayed shipment/delivery by the Vendor.
- 7. Compliance of Laws:** The Vendor must ensure that the shipment complies with all export and import laws of all countries involved in the supply and delivery of goods under this Order, including all Customs Regulations and the EXIM Policy as applicable under the laws of India. The goods supplied by the Vendor must not be contraband as per the laws of India. The labelling, packaging and delivery of the supplies should strictly be in conformity with the laws applicable in India. The Vendor alone shall be liable for any violation of the Custom Regulations and/or any other applicable laws in the country of origin of the products as well as in India. If the Vendor fails to comply with the laws, orders, rules, ordinances and regulations and as a result Greenlam Industries Ltd. is fined, the Vendor agrees to pay the fine and costs incident thereto or reimburse Greenlam Industries Ltd.
- 8. Intellectual Property:** All materials and services supplied against the Purchase Order shall be free and clean of infringement of any patent, copyright, design, or trademark or any other intellectual property right (collectively IPR) and the Vendor is hereby deemed to confirm and warrant the same and shall at all times indemnify Greenlam Industries Ltd. against all claims of IPR infringement and/or any loss, expenses or damage due to a claim or alleged claim of infringement and any legal costs of defending the claim and other incidental expenses in the country of origin of the products as well as in India.
- 9. Non-Disclosure :** Vendor agrees that it will not make use or disseminate, or in any way disclose any Confidential Information of Greenlam Industries Ltd. to any person, firm or business, except to the extent necessary for any services or discussions with the authorized representatives of Greenlam Industries Ltd. Vendor shall not publicize or disclose the presence of this order/ agreement or negotiation with Greenlam Industries Ltd. nor use in any manner the name, trade mark or logo of Greenlam Industries Ltd. without the prior written consent of Greenlam Industries Ltd. The obligations of Confidentiality under this Agreement shall survive the expiry or termination of this order/Agreement.
- 10. Damage to third Person/ property:** The supplier agrees to indemnify, defend and hold harmless Greenlam Industries Ltd., its employees, successors and assigns from & against any losses damages, claims, that arise out of or result from (a) injuries or death to persons or damages to the property in any way arising out of or caused by services provided or material supplied or persons furnished by the supplier (b) any failure of supplier to perform its obligation under this order, expressed or implied.
- 11. No Assignment:** The Purchase Order shall inure to the benefit and be binding upon the respective successors and permitted assigns of Greenlam Industries Ltd. and Vendor provided the obligations under this shall not be assigned in whole or in part by Vendor without prior written consent of Greenlam Industries Ltd.
- 12. Payments to Third Parties:** In connection with supply of materials or services under the Purchase Order neither Vendor nor any of its directors, officers, employees, agents or other representatives shall directly or indirectly make or attempt to make any payment, offer for payment, or offer or promise to make any payment or take or attempt to take or agree to take in currency, property or anything else of value including any commission, payment, share in profits or commission, loans, services to any government official, third person, customer or potential customer or previous customer, firm, entity, individual, organization of Greenlam Industries Ltd. or any third party in seeking or for making a favor in the course of conduct of business, either in violation of the Prevention of Corruption Act, 1964 of India or any statute or regulation in any country of the world which has the objective of prevention of corruption of any nature whatsoever or in violations of Greenlam Industries Ltd.'s Code of Business Conduct and Ethics.
- 13. Liquidation:** In the event Vendor dissolves or goes in to bankruptcy or causes to be wound up except for reconstruction purposes or carries on its business under a Receiver the representatives of Vendor or any receiver or liquidator or any person in whom the contract may be vested shall forthwith issue notice thereof in writing to Greenlam Industries Ltd. and shall remain liable for the successful performance of the Contract and nothing aforesaid shall be deemed to relieve Vendor or its successors of its obligations under the Purchase Order under any circumstances.
- 14. Termination:** Greenlam Industries Ltd. may terminate this Purchase order at any time with immediate effect with or without cause unless otherwise agreed with the Vendor for any minimum notice period. Further, both the Vendor and Greenlam Industries Ltd. shall be entitled to terminate the Purchase Order in case the performance of any act under this Purchase Order is prevented due to any acts of God, fire, flood, or other natural disaster, malicious injury, strikes, lock-outs, or other labor troubles, riots, insurrection, war or other reason of like nature or any law or regulation promulgated by the appropriate government which renders this Purchase Order a nullity or void as per the applicable laws. None of the parties shall be



liable for any compensation in the event of termination in accordance with the terms of this clause.

15. **Vendor Registration Form:** The Vendor is under obligation to provide relevant information and details as per the Vendor Registration Form to Greenlam Industries Limited and to update the same from time to time. The Vendor cannot, at any time, claim that the details and information provided by it is not correct. Till such information or details are updated by the Vendor, Greenlam Industries Ltd. is entitled to believe such information and details to be correct and updated. Any loss or damage to any party owing non-provision of relevant details or information in the Vendor Registration Form or non-updation thereof shall be borne by the Vendor.

16. **Input Tax credit:** "The supplier agrees that the entitlement to claim input tax credit 'Greenlam industries Ltd' (Recipient) in respect of supply made under this Agreement, depends on the GST compliances to be mandatorily adhered by the supplier. The Supplier agrees to do all things not limited to providing GST compliant invoices, debit notes, credit notes or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns, which would enable the recipient to claim the input tax credit.

That all suppliers having turnover of Rs. 5 Cr in any of the previous years from 2017-18 till 2021-22 shall compulsorily issue e-invoice only w.e.f. 1st April 2022. In case, input tax credit (#ITC#) of GST is denied or demand is recovered from the recipient on account of any non-compliance by the Supplier, including but not limited to, non-reporting of tax invoice in the return, non-payment of GST charged, the difference between GSTR-1 and 3B or GSTR-2B & 3B of the supplier, the Supplier shall indemnify recipient in respect of all claims of tax, penalty and /or interest, loss, damages, costs, expenses and liability that may arise due to such noncompliance. Recipient, at its discretion, may also withhold/recover such disputed amount from the pending payment of the Supplier.#

17. **Severability:** In the event of any of these terms and conditions or provisions thereof is held to be invalid, unlawful or unenforceable such term, condition or provision shall to that extent, be severed from the remaining terms conditions and provisions which shall continue to be valid to the fullest extent permitted by laws and both parties agree to replace any invalid provision which most closely approximates the intent and economic effect of the invalidated provision.

18. **Notices:** All notices, requests and other communications under the Purchase Order must be sent through e-mail, regd. post or courier. If sent through e-mail, any such notice etc. will be considered to have been given one (1) business days after it was mailed to the designated e-mail id. If sent by regd. post or courier any such notice, etc. will be considered to have been given three (3) business days after it was sent as evidenced by the post mark. The postal and e-mail address for notice to Greenlam Industries Limited will be the address as given the front sheet of the Purchase Order. The postal and e-mail address for notice to Vendor will be the address as given the Vendor Registration Form. Either party may change its mailing address by notice in terms of this clause.

19. **Governing Law and Dispute Resolution:** The governing law of this contract/Purchase order will be the laws of India. Any dispute or differences arising out of or in connection with the present contract/Purchase Order shall be settled under the Arbitration and Conciliation Act, 1996 as amended from time to time by a sole arbitrator appointed by Greenlam Industries Ltd. The venue of arbitration shall be Delhi, India and the language of the arbitration shall be English. The award of the arbitrators will be final and binding upon the parties. The cost of arbitration shall be borne by the defaulting party or as may be determined by the arbitrator. The Hon'ble Courts at Delhi will have the exclusive jurisdiction to adjudicate all matters arising out of the contract/Purchase Order.

20. **Social Responsibility and Protection of Environment:** The Vendor shall comply with the applicable statutory provisions governing the treatment of employees, environmental protection, health and safety at work, to work on reducing the adverse effects of its activities on human beings and the environment. In this regard, Vendor shall set out and further develops a management system in accordance with the standards specified in ISO 14001 to its fullest ability.

21. **Binding Terms and Conditions:** The above terms and conditions are binding upon parties on all transactions regarding the subject matter hereof and shall supersede all prior correspondences or agreements. Parties may, however, modify the above terms in the respective Purchase Order.

22. **e-Way Billing :** The vendor shall be solely responsible for ensuring the validity of the accompanying e-way bill throughout the transit route on supply of the ordered goods and indemnify and hold harmless Greenlam Industries, from and against any and all liability, loss, on account of GST, penalty, interest, fine, seizure of the purchased goods or any expense (including legal expenses) to the extent arising out of or resulting from expiry of the accompanying e-way bill before arrival at our premises. This clause shall be applicable both in case of FOR and Ex-Works sales.

Registered Office : 203, 2nd Floor, West Wing, Worldmark 1, Aerocity, Igi Airport, Hospitality District, New Delhi - 110 037, CIN :L21016DL2013PLC386045;www.greenlamindustries.com