1st Floor, North Side, Ujagar Compound, Adjacent to Deonar Bus Depot, Off. Sion Trombay Road, Deonar, Mumbai 400 088

PURCHASE ORDER

PO REF: MODEL SCHOOL/23-24/01
DATE: 24 APRIL, 2023
YOUR REF: YOUR QUOTATION DATED
BILLING ADDRESS: KOTAK EDUCATION FOUNDATION, GR FLOOR & 1 S T FLOOR UJAGAR COMPOUND, DEONAR, MUMBAI: 400088
SHIP TO: KOTAK EDUCATION FOUNDATION, GR FLOOR & 1 S T FLOOR UJAGAR COMPOUND, DEONAR, MUMBAI: 400088

TO BE ISSUED TO:

VENDOR NAME: LESLIE SAWHNY ENDOWMENT
VENDOR ADDRESS: 83, REST CAMP ROAD, NEAR KENDRIYA VIDYALAYA NO. 1, DEVLALI, NASHIK 422401
VENDOR CODE: 10222

MATERIAL / SERVICES ORDER

Sr no.	Product Description	Qty	Price	Gst	Amount
1	Half Day training Accomodation on 8th May 2023 for 25 participants for rupees 800 per person	1	20000.0	3600.0	23600.0
2	Full Day training Accomodation on 9th100000 to 12th May 2023 for 25 participants for four days training rupees 1000 per person	1	100000.0	18000.0	118000.0
3	Half Day training accomodation on 13th May 2023 for 25 participants for rupees 650 per person	1	16250.0	2925.0	19175.0
4	Full Day training Ac hall on 9th to 12th May 2023 for four days rupees 800 per				

day

1	3200.0	576.0	3776.0

Half Day training Ac hall on 13th May 2023 for four days rupees 400 per day

400.0

72.0

Additional Charges

0.0

Total Amount

*Note: Advance 50 percent payment will be done after singing the PO by the service provider

Authorised Signatory

PO TERMS & CONDITIONS

The materials or services specified on this Purchase Order are ordered subject to the following terms and conditions.

1) Delays: The delivery date we indicate or agreed is understood to be a firm deadline. Partial deliveries are only permissible with prior written consent from Purchaser. The delivery date applies to those goods to be delivered to the delivery address indicated on the purchase order.

In case of non-delivery by the agreed deadline, Purchaser reserves the right to reduce the purchase price without further action by the Purchaser, by a flat damage compensation of 10%; if the delay is up to 15 calendar days from the agreed delivery date and Purchaser accepts the delivery despite the firm deadline being missed.

For delays exceeding 15 calendar days' purchaser may terminate this purchase order or such part or parts thereof. The purchaser reserves the right to purchase such goods not delivered to the Purchaser from the open market and to change the vendor for the loss incurred as result thereof. This provision does not apply to cases in which there is a written agreement stipulating otherwise, or in cases of force majeure.

Purchaser delivery receipt confirmation will always only apply on the condition that the supplier assumes liability for quality and quantity defects discovered within 6 months after that confirmation. Purchaser will not accept standard commercial deliveries in excess or short quantities of the quantity specified in the purchase order, unless otherwise stipulated in separate agreements. Purchaser may at any time postpone delivery of any of the articles ordered herein for a reasonable time. However, the Purchaser reserves the right to vary the quantity up to +/-10% of the ordered quantity, without any price implication.

2) Warranty: Vendor expressly warrants that all articles ordered will conform to specifications, drawings, samples or other description furnished by the purchaser. The Vendor expressly warrants that all articles will be merchantable, of good quality and workmanship, and free from defect with warranty.

3) Inspection: All materials and workmanship shall be subject to inspection and test by purchaser at the plant of vendor and final inspection shall be at purchaser's location or such other place as may be decided by the purchaser and shall be conclusive except as regards latent defects, fraud, or such gross mistakes so as to amount to fraud. Purchaser reserves the right to reject any articles which contain defective material or workmanship. The rejected articles shall be removed promptly by the vendor at his expense which includes both ways transportation after notification of rejection and vendor shall bear risk of rejected articles. Purchaser may elect

to retain rejected articles and remedy any defects. Cost of effecting such remedy shall be deducted from the amount due to vendor hereunder.

4) Changes: Purchaser may at any time by written order make changes in drawings and specifications. Such written changes should be strictly complied with by the vendor. If such changes cause an increase or decrease in the amount or in the time required for performance, the purchase order shall be modified in writing. Any claim for adjustment under this provision must be asserted within 30 days from the date the change is ordered.

5) Materials: Vendor to supply material as per the purchase order. If the Purchaser furnishes material, vendor shall acknowledge the receipt of all such materials to the purchaser. The vendor shall ensure that items used are properly accounted and unused materials returned to purchaser.

6) Delivery: All deliveries must be made with a delivery bill indicating the PO number and recipient. The Vendor will be liable for the hazards and risks of transport and of any potential interim storage up to the time of delivery; the Vendor must have goods insured accordingly. An employee/officer/agent of the Purchase taking receipt of the delivery does not represent official acceptance on behalf of the company.

The Vendor assumes a full guarantee for flawless quality in the goods delivered or orders executed. By accepting an order, the Vendor expresses explicit agreement to – within 6 months of acceptance or execution and at Vendor's own cost –, as selected by the Purchaser, either, with Purchaser's consent, remediate deficiencies justifiably objected to by the Purchaser, or take deficient goods back in exchange for flawless ones, or in exchange for a credit note. The Vendor shall take back goods rejected by the Purchaser or goods that exceed the order quantity at the Vendor's own cost and assume the associated risk, even if they had already been warehoused.

7) Termination: This purchase order may be terminated in whole or in part at any time by written notice and an equitable adjustment satisfactory to the purchaser and the vendor will be made.

8) Patent: The vendor agrees to protect purchaser against all damages and expenses resulting from any claims for patent infringement arising out of purchase of the equipment included in this order.

9) Blueprints: All blue prints are the property of the purchaser and are returnable upon demand.

10) Specification: All specification and tolerance must be held according to blueprint/specifications document. Any deviation must be in writing approved by authorized person of the requesting department.

11) Reworks: In the event, re-work is necessary due to non-adherence to specifications by the vendor, the purchaser at his discretion may re-work the same and change the vendor at the prevailing rate.

12) Price: Any increase in price is not valid unless approved and signed in writing by the purchasing department.

13) Payment Terms: 100% after full satisfactory completion & delivery of work.

14) Invoicing: The vendor agrees to fulfill the following requirements related to invoicing.

a. Ensure that the following details are mentioned on the invoice

- Name and address of the vendor
- GSTIN of the vendor
- Name and address of KEF
- Invoice number
- Date of the issue of invoice
- Description of goods / services
- Total value & taxable value of goods or services or both after considering discount or abatement, if any
- GST rate - IGST (for Interstate purchases) / CGST, SGST or UTGST (for Intrastate purchases) / Cess
- GST amount - IGST (for Interstate purchases) / CGST, SGST or UTGST (for Intrastate purchases) / Cess
- Total amount (including GST)
- Signature or digital signature of the supplier or his authorized representative
- Indicate on the face of the invoice as to whether GST is payable under reverse charge

b. The Purchaser will (subject to the Goods and/or Services having been satisfactorily received, or completed and accepted by the Purchaser) pay the amount properly invoiced by the Vendor (except to the extent of GST component not credited in the electronic ledger of the Vendor)
c. Failure by the Purchaser to pay the amount, not properly invoiced, payable at the time due shall not be grounds to invalidate or terminate the Contract nor entitle the Vendor to the payment of any interest charge
d. In case of rejection of goods/services or price differences, the Vendor will issue a valid credit note on a timely basis. Such credit note shall refer to only one invoice.
e. All revisions, rectification, modifications settlement of taxable value or tax charged to be carried out through debit note and credit note or supplementary invoice
f. The registered Vendor shall declare the details of such credit note in the return for the month during which such credit note has been issued
g. The Purchaser reserves the right of withholding payment of GST amount due to the vendor until the Vendor pays the taxes, in order for the Purchaser to claim input credit.

14) Verification of Receipt of Materials: In order to ensure prompt payment, it is necessary to inform purchaser of any item ordered by the purchaser, from an outside source which does not come through purchasers receiving and inspection departments, but is received by vendor from purchaser's vendor on direct delivery-instructions. Vendor is to notify purchaser immediately as

to the amount of material received. This should be marked to the attention of the purchasing department.

ALL WARRANTIES HEREUNDER SHALL ALSO BE CONSTRUED AS CONDITIONS

1) The Vendor represents and warrants that:
a. The Vendor is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this agreement, and no regulations or other obligations prohibit it from providing such goods or services;
b. The Vendor has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any Government Official or any other person in order for KEF to illegally obtain or retain business or to gain an illegal business advantage, and, has not accepted, and will not accept in the future, such a payment;
c. The Vendor will (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred, (ii) maintain true, accurate, and complete invoices, reports, statements, books, and other records, and (iii) secure pre-authorization in writing from KEF for any extraordinary expenditure; and

KEF may terminate the contract if The Vendor breaches any of the above Representations and Warranties. In the event of termination, The Vendor shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and The Vendor shall be liable for damages or remedies as provided by law. Further, The Vendor will indemnify and hold KEF harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of The Vendor's failure to comply with its obligations under this Agreement.

For **Kotak Education Foundation**
Authorised Signatory