



FIAT CHRYSLER AUTOMOBILES

FCA Engineering India Pvt. Ltd.RMZ Millenia Business Park I, Campus 1A, 4th & 5th Floor, #143, Dr. MGR Road, Kandanchavadi, Perungudi, Chennai – 600 096.

Tel: +91 44 4590 3800 | Fax: +91 44 4590 3900

GST No: 33AAGCA6907M2ZH/ PAN No: AAGCA6907M

PURCHASE ORDER

Invoice To: FCA Engineering India Pvt. Ltd RMZ Millennia Business Park I Campus 1 A, 4 th & 5 th Floor, #143, Dr. MGR Road Kandanchavadi, Perungudi, Chennai – 600 096, Tamil Nadu. GST NO: 33AAGCA6907M2ZH	Order No: FEIPL/10321/OPEX/CHE/342/2018	Dated: 31st August 2018
	Reference: Your proposal dated 13/07/2018	
Supplier: I 111 B M/s. Society for Social Education & Research Institution : Madras School of Social Work No.32, Casa Major Rd, Egmore, Chennai, Tamil Nadu 600002. GST No: 33AAAAS0149K1ZO	Supplier's Representative: Dr. Francis C /+91 99411 27272 francischellappan@mssw.in	
	Tax: GST extra as applicable	Validity: Immediate

Sir,

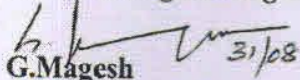
Please supply following items / parts/services as per the Purchase Order terms and conditions.

Sl. No.	Description	Total cost in (INR)
1	<u>Need Assessment Survey to initiate CSR Project in 7 Villages:</u>	
	Phase 1: Printing Questionnaire, Food & Transport	1,44,000.00
	Phase 2: Data Collection, Data Entry & Report Preparation	51,000.00
	Phase 3: Consultancy Fees & Institutional Charges on Final Report Submission	81,000.00

Terms & Conditions:

1. **Payment term:** Nett 30 days from the date of Invoice and after completion of each phase.
2. **Tax:** GST extra as applicable.
3. Objective, Scope of work, MSSW Deliverables, Acceptance criterion, Time schedule and communication protocol etc. were agreed between MSSW & FCA Engineering vide the proposal dated 13.07.2018.
4. Vendor shall comply with all GST related regulatory requirements.
5. All Tax conditions as applicable during dispatch. Applicable GST Tax to be charged.
6. The PO shall stand to be void, If vendor is black listed at any point during GSTN rating system.
7. Any financial impact to FCA due to non-compliance by vendors will be recovered with due notice.
8. The invoice should be addressed to billing locations mentioning GST registration numbers of respective units
9. Applicable tax deduction if any to be made by the Company under GST legislation would be deducted from the payments to Vendors.
10. Taxes if any additional to be paid by Vendor on account of audit finding etc. shall not be payable by the Company.

Authorised Signatory

For **FCA Engineering India Pvt. Ltd.**
G. Magesh

Asst. General Manager - Purchase

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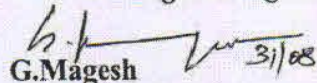
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General Terms and Conditions for the PO No: FEIPL/10321/OPEX/CHE/342/2018

1. Purchase Order / Work Order approved and issued by FCA Engineering India Pvt. Ltd (FEIPL) alone will be accepted.
2. The Purchase Order / Work Order is deemed to have been accepted unless non-acceptance is communicated in writing.
3. **Indemnification:** Supplier will defend, indemnify, and hold FEIPL harmless at all times against all claims, liabilities, losses, damages and settlement expenses in connection with any breach by Supplier, of these general conditions, or for injury, or death of any person, and damage or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of Supplier or their representatives, or agents, or Supplier's Employees or subcontractors in connection with performing this order either on FEIPL's property or in the course of their employment. Supplier acknowledges and specifically agrees that the Supplier will compensate FEIPL against any loss or damages suffered or caused due to FEIPL as a consequence of misconduct or negligence, forgery, fraud committed by all or any of the Supplier's employee(s), in person or otherwise, or in collusion with a third party or with the FEIPL staff, whether at the premises of the Supplier or of FEIPL or otherwise.
4. **Disputes:** These General Terms and Conditions and the Purchase Order / Work Order are made in and will be construed and governed in all respects in accordance with the laws of India. Unless otherwise agreed, any disputes arising in regard to the order shall be finally and completely settled by reference to arbitration, by single arbitrator to be appointed mutually, in accordance with the Indian Arbitration and Conciliation Act, 1996. The language to be used in the arbitral proceedings shall be the English language and the venue of the arbitration shall be Chennai, India. The costs of arbitration shall be borne by both the parties in such manner as the arbitrator shall direct in the arbitral award. Subject to arbitration, the courts of Chennai (India) shall have exclusive jurisdiction over any matter arising out of this agreement.
FEIPL reserves the right to add, modify, and delete any conditions of this order and such revised conditions will apply to all pending supplies.
6. **Price Adjustments:** The prices stated in the Purchase Order / Work Order are firm and are not subject to adjustment for changes in the price of raw materials or labor, or changes in currency valuation, or for any other reason, unless a clause or a document specifically incorporated in the Purchase Order / Work Order (with FEIPL's written consent) expressly provides that the prices will be adjusted on a particular basis, and then only to the extent specified in that clause.
7. In case of Work Orders / Purchase Orders are placed for carrying out / providing services, FEIPL has the right to cancel / short close such Work Orders / Purchase Orders with a notice period of 2 months maximum and NO cancellation charges will be paid by FEIPL. Supplier should continue the service without interruption during the Notice Period.
8. **Delivery:** Time is essence of the contract. The right is reserved by FEIPL to cancel the Purchase Order / Work Order or any part thereof if delivery is not made within the time specified in which case FEIPL may purchase elsewhere goods similar in quality to those of the supplier as possible debiting / charging with the extra cost if any, it being understood that this option to purchase elsewhere will not normally be exercised unless FEIPL's work is affected.
9. **Packing, Marking & Shipment:** Supplier will pack and mark goods in accordance with FEIPL's instructions, secure the lowest transportation rates, meet carrier requirements and assure delivery free of damage and deterioration. Supplier is responsible for the goods until delivery at the designated FOB Point mentioned in the Order.
10. Goods delivered in excess of the quantities ordered by FEIPL will not be accepted and all charges in respect of the same will be at the risk and responsibility of Supplier.
11. The material / service supplied shall be strictly in accordance with the Purchase Order / Work Order.
12. **Inspection and Rejections:** FEIPL may inspect and evaluate all goods, including all tooling and material used in their manufacture, and all services at times and places designated by FEIPL. Supplier will perform its inspections as designated by FEIPL and Supplier will make inspection systems, procedures and records available to FEIPL upon request. Notwithstanding payment or any prior inspection, FEIPL may reject, require correction, or return the goods and / or reject, require correction the services to Supplier, at Supplier's expense and risk of loss, for any goods delivered or services rendered that do not conform to applicable requirements. Without limiting its remedies, after notice to supplier, FEIPL may either (i) replace or correct any nonconforming goods or services and charge supplier the cost of such replacement or correction or (ii) cancel the order for default.
13. **Title and Risk:** In case of supply of goods, the title and risk in the goods shall be transferred to FEIPL by referring to the delivery term in the Purchase Order / Work Order in accordance with the Incoterms 2010. If no delivery term of Incoterms is used, the title and risk in the goods shall remain in Supplier until they are delivered at the point specified in the Purchase Order / Work Order and transferred to FEIPL's possession, at which time title and risk in the goods shall be transferred to FEIPL.
14. Test Certificates wherever necessary shall be provided by Supplier and the documentation shall conform to FEIPL's requirement.
15. Supplier shall not without written permission of FEIPL advertise or announce that he supplies goods / services to FEIPL, and shall discontinue any such permitted advertisement or announcement on demand.
16. **Transit Insurance:** Unless otherwise specifically agreed by FEIPL, Supplier shall arrange for all the transit insurance of goods shipped by Supplier to FEIPL.
17. All materials used in the part manufacture shall satisfy current Government and safety constraints on restricted toxic and hazardous materials as well as environmental, electrical, electromagnetic considerations applicable to your country of manufacture and of India.

Authorised Signatory

For FCA Engineering India Pvt. Ltd.


G. Magesh

Asst. General Manager - Purchase

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18. **Intellectual Property Rights:** Supplier will fully indemnify FEIPL against any claim for infringement of intellectual property rights in connection with any goods supplied and / or services rendered by Supplier to FEIPL and against any and all costs, expenses and damages which FEIPL may incur or become liable for such infringement. FEIPL shall give to Supplier prompt notice in writing of any claim being made or action threatened or brought against FEIPL and will permit Supplier, at Supplier's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.
19. **Force Majeure Clause:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
20. **Assignment:** The Purchase Order / Work Order will not be assigned or delegated, in whole or in part without FEIPL's prior written consent, including, but not limited to, the subcontracting of work to be performed hereunder or the transfer of property owned by FEIPL to third parties for the performance of work hereunder, and any attempted assignment or delegation in violation of this Clause 20 will be void and of no legal effect.
21. **Data Protection:** Supplier hereby represents, warrants and covenants that it has complied with all provisions of the Information Technology Act, 2000 and rules and regulations framed thereunder, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (together, "IT Laws"), in connection with collection, receipt, processing, storage, dealing, handling, usage and disclosure of any "Personal Information" or "Sensitive Personal Data or Information" (as defined under the IT Laws), including obtaining all consents, implementation of privacy policy and security practices and procedures provided under the IT Laws.
22. **Confidentiality:** Supplier undertakes that it will fully respect the confidentiality of FEIPL's business affairs and will treat as confidential all information communicated by FEIPL to Supplier or acquired by Supplier in the performance of the Purchase Order / Work Order, and will not divulge such information to any person (except to its own employees, agents and subcontractors on a need-to-know basis) and will use such information solely in connection with performing its obligations under the Purchase Order / Work Order and not for its own benefit or for the benefit of any third party, provided that this clause shall not extend to information: (1) which is rightfully in possession prior to disclosure by FEIPL; or (2) which is already public knowledge or becomes so at a further date (other than as a result of breach of this clause); or (3) which is communicated or disclosed to Supplier, without confidentiality obligation on Supplier, by a third party lawfully in possession thereof and entitled so to disclose it. In the event that Supplier learns or has reason to suspect FEIPL's confidential information has been accessed and/or used in any way inconsistent with FEIPL's privacy and data protection requirements or the Purchase Order / Work Order (a "Security Breach"), Supplier shall immediately notify FEIPL. A Security Breach also applies to a reported privacy complaint that Supplier may receive in relation to the data or services provided under the Purchase Order / Work Order. Immediately following such discovery and notification to FEIPL, the parties will coordinate with each other to investigate the Security Breach. Supplier also shall take immediate steps to remedy the Security Breach at Supplier's expense in accordance with local individual privacy rights and laws. Supplier shall reimburse FEIPL for actual costs incurred in responding to and/or mitigating damages caused by a Security Breach including attorney's fees. Except as may be strictly required by applicable law, Supplier agrees that it will not inform any third party of any Security Breach without first obtaining FEIPL's prior written consent, other than to inform a complainant that the matter has been forwarded to FEIPL's privacy office. Supplier shall immediately notify FEIPL of any investigations of its information use or security practices by a government, regulatory, or self-regulatory organization.
23. **Customs and Exports:** (i) Upon request of FEIPL, Supplier will promptly notify FEIPL in writing of material or components used by Supplier in filling the Purchase Order / Work Order, which Supplier purchases in a country other than India and any duty included in the purchase price of the goods. Supplier will furnish FEIPL with any documentation and information necessary to establish the country of origin, comply with the destination country's rules of origin requirements, and any special trade programs; (ii) The responsibility for customs duty and customs brokers' fees will always be on Supplier, unless FEIPL expressly agreed to bear such in the Purchase Order / Work Order and only to the extent specified in the order. If FEIPL is responsible for customs duties, it will be responsible for normal duties only. Supplier will be responsible for any special duties, including but not limited to, marking, anti-dumping and countervailing duties, to the extent permitted under the law of the country of importation; (iv) Supplier will provide FEIPL with all documentation and information required by law or regulation or otherwise necessary to determine admissibility, timely release, customs clearance and entry, and the proper minimum duty to be paid upon the importation of the goods into the destination country; (v) Supplier warrants that the information regarding the import or export of the goods supplied to FEIPL is true and correct, and that all sales covered by the Purchase Order / Work Order will be made at not less than fair value under the anti-dumping laws of the countries to which the goods are exported.
24. **Right to Audit:** Supplier grants to FEIPL access to all of Supplier's information, including, but not limited to, books, records, payroll data, receipts, correspondence, and other electronic and non-electronic documents relating to the goods or services to be provided under the Purchase Order / Work Order, Tooling. Supplier's obligations under the Purchase Order / Work Order, any payment made to Supplier, or any claim made by Supplier, as reasonably required for the purpose of auditing or verifying Supplier's performance of its obligations under the Purchase Order / Work Order and its charges therefor. Supplier will preserve this information and these documents for a period of four (4) years after the final payment is made under the Purchase Order / Work Order. Supplier will segregate its information and documents as directed by FEIPL, and otherwise cooperate with FEIPL to facilitate the audit or verification process. In addition, FEIPL has the right to visually inspect and audit any facility or process relating to the goods or services to be provided under the Purchase Order / Work Order, including those relating to production quality. Supplier acknowledges that FEIPL has the right to audit and make copies of all pertinent documents, data and other information relating to any of Supplier's subcontractor's or supplier's obligations under the Purchase Order / Work Order. Upon FEIPL's request, Supplier will permit FEIPL to visually inspect and audit any such Supplier's subcontractor's or supplier's facilities or processes relating to the goods or services to be provided under the Purchase Order / Work Order. The provisions of this Clause 23 are not intended to expand FEIPL's possessory or ownership interests in either party's property beyond those set forth elsewhere in the Purchase Order / Work Order or these General Terms and Conditions. The information conveyed to FEIPL under this Clause 21 will be "Confidential Information" within the meaning of Clause 20 hereof.

Authorised Signatory
For FCA Engineering India Pvt. Ltd.


G. Magesh

Asst. General Manager - Purchase

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25. **Financial Reporting:** (i) Supplier will promptly furnish to FEIPL such information regarding the Supplier's operations, business affairs and financial condition or such other information as FEIPL may reasonably request, including, but not limited to, the information about Supplier set forth in clause (ii). (ii) Supplier will, as FEIPL may reasonably request, furnish directly to FEIPL, or to FEIPL's designated third party service provider for collecting and processing supplier financial information, in the format designated by FEIPL: (1) Quarterly Financial Statements. Within the earlier of (a) sixty (60) days after the close of each quarterly accounting period of Supplier and (b) the date the statements described herein are due (after the expiration of any automatic grace period) to any federal regulatory agency under applicable law, the balance sheet of Supplier, as of the end of such period, the related statements of income and retained earnings, and statements of cash flow for such period, each prepared on a basis consistent with Supplier's past practices and certified by an officer of Supplier as representing fairly in all material respects the financial position, results of operation, and cash flows for the periods covered by such statements. (2) Annual Financial Statements. Within the earlier of (a) one hundred twenty (120) days after the close of each fiscal year of Supplier and (b) the date the statements described herein are due (after the expiration of any automatic grace period) to any federal regulatory agency under applicable law, the balance sheet of Supplier as of the end of such fiscal year, and the related statements of income and retained earnings and statements of cash flows for such fiscal year, setting forth comparative figures for the preceding fiscal year and certified by an officer of Supplier as representing fairly in all material respects the financial position, results of operation, and cash flows for the periods covered by such statements, and, if an audit is performed, audited by independent certified public accountants and including a copy of such auditor's report thereon.

26. **Labor Disputes:** Supplier will notify FEIPL immediately of any actual or potential labor dispute affecting Supplier or its suppliers which delays or threatens to delay timely performance of the Purchase Order / Work Order, and will include all relevant information to FEIPL. If FEIPL deems necessary, Supplier will create and submit for approval to FEIPL a back-up plan that ensures uninterrupted supply of goods or services. Any additional costs incurred from this plan will be at Supplier's expense. The back-up plan described in this Clause 25 will be subject to FEIPL's right to audit provided under these General Terms and Conditions.

27. **Compliance with Applicable Laws:** (i) Supplier, for itself and on behalf of its Affiliated Persons, represents warrants and covenants that:

(1) it has complied, and will comply, with all of the Applicable Laws and has, to its best knowledge, not taken, and will not take or fail to take any action, which act or omission would subject itself or FEIPL or any FCA Group Company to liability under the Applicable Laws;

(2) neither itself nor any of its Affiliated Persons has, to its best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or will offer, pay, give or loan or promise to pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (i) influencing any act or decision of such Government Official in his official capacity, (ii) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (iii) securing any improper advantage, or (iv) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to direct business to itself or the other Party or any FCA Group Company; and;

(3) neither itself nor any of its Affiliated Persons is or will become a Government Entity or a Government Official whose official duties include decisions to direct business to itself or the other Party or to supervise, or otherwise control or direct the actions of, Government Officials who are in a position to direct business to itself or the other Party or any FCA Group Company.

(ii) Supplier shall assist and cooperate fully with the efforts of FEIPL to comply with all Applicable Laws.

(iii) In no event will FEIPL be obligated to Supplier under or in connection with the Contract to act or refrain from acting if FEIPL believes that such act or omission would cause it or any FCA Group Company to be in violation of the Applicable Laws. In no event will either Party be liable to the other Party for any act or omission which it believes is necessary to comply with the Applicable Laws.

(iv) If Supplier or any of its Affiliated Persons breaches any of the representations, warranties or covenants in this Clause 24, each of which is deemed to be material and continuously made throughout the term of the Contract, then, in addition to any other rights the other Party may have under the Contract, FEIPL may declare a forfeit of any unpaid amounts owing to Supplier and will be entitled to repayment of any amounts paid or credited to Supplier, in each case, which are prohibited by Applicable Laws.

(v) For purposes of this Clause 24, the following terms shall have the respective meanings set forth below:

(1) "Applicable Laws" means any laws and regulations (including Indian laws and regulations) on anticorruption to which each Party, its Affiliated Person, or its shareholder(s) is subject (including, without limitation, the Foreign Corrupt Practices Act of the United States and/or the anti-corruption laws of the Federal Republic of Germany), and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by each Party or any of its Affiliated Persons in connection with the Contract or any other business matters involving each Party or another FCA Group Company, in each case as the same may be amended from time to time;


(2) "Affiliated Persons" means each Party's officers, directors, employees, or agents, or shareholders, principals or owners acting on its behalf or in its interests;

(3) "FCA Group Company" means FEIPL's direct or indirect parent companies, affiliates or subsidiaries;

(4) "Government Entity" means a government or any department, agency or instrumentality thereof (including any company or other entity controlled by a government), a political party or a public international organization; and

(5) "Government Official" means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

Authorised Signatory
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