

The Gem and Jewellery Export Promotion Council
GJEPC - Exhibition Department
D2B Ground Floor, D Tower West Core, Bharat Diamond
Bourse, Bandra-Kurla Complex,
Bandra (E) - 400051

CIN: U99100MH1966GAP013486 | GSTIN: 27AAATT3202H1ZS

Tel.: + 91-22-42263600 / Fax: 91 - 22 - 26524764

ho@gjepcindia.com | Website: www.gjepc.org

Name & Address of Supplier MARKET XCEL DATA MATRIX PRIVATE LIMITED 1000003323 GROUND FLOOR, 17, OKHLA INDUSTRIAL ESTATE PHASE 3, 110020	Service Order No:	4100012704
	Service Order Date:	26.07.2023

Sr. No.	Service Code/ SAC Code	Service Description/ SAC Description	Quantity	Unit	Rate (INR)	Amount
1	20000050/ 996311	996311_Hiring of Agency <small>TEXT to be modified_SAC</small>	1.000	EA	900,000.00	900,000.00
			Total			900,000.00
			IGST			162,000.00
			Total Taxes			162,000.00
			Total After Tax			1,062,000.00
			Grand Total			1,062,000.00

Amount in Words: TEN LAKH SIXTY TWO THOUSAND Rupees

Delivery Address GJEPC - Exhibition Department D2B Ground Floor, D Tower West Core Bharat Diamond Bourse Bandra (E) 400051 India	Billing Address GJEPC - Exhibition Department D2B Ground Floor, D Tower West Core Bharat Diamond Bourse Bandra (E) 400051 India	For The Gem & Jewellery Export Promotion Council SHAMAL POTE(DIRECTOR) <small>This is a computer generated Service Order & does not require signature</small>
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Name of the Authorised Signatory	Date:
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Designation: SHAMAL POTE(DIRECTOR)	Sign & Stamp

TERMS OF PAYMENT

- # 50 % advance on commissioning of the study
- # Balance 50 % on submission of the draft report

CONFIDENTIALITY & EXCLUSIVITY:

1. The Service provider shall keep and continue to keep confidential, during the subsistence of this Agreement and after termination hereof, any and all information and/or data (collectively hereinafter referred to as the **#Confidential Information#**) exchanged, shared or provided, whether orally or in writing, under or pursuant to this Agreement. Such Confidential Information may include but shall not be limited to the content, technical information, commercial information and advertiser information. Further the service provider hereby agrees that such Confidential Information shall be disseminated only to such of its representatives and/or employees who have a need to know and are entitled to such information and for the furtherance of this Agreement and who have individually agreed in writing with their respective organisations to be bound by the terms of confidentiality similar to the terms mentioned herein. Confidential information shall, however, exclude information that:

- a. is, or becomes, publicly known, otherwise than through a wrongful act of a Party; or
- b. is already in the possession of a Party prior to receipt from the other Party, which infact needs to be proved if it becomes necessary; or
- c. is independently developed by the receiving Party without restrictions similar to those herein on the right of such others to use or disclose; or
- d. is approved in writing by a disclosing Party for disclosure;
- e. is required to be disclosed by law or under any order or judgment of the appropriate court of law, provided that the receiving party shall give prior information to the disclosing party of such disclosure to be made, thereby enabling the disclosing party to seek the protective or preventive measures under the law.

2. The Service Provider further agrees that it shall neither come out with the Media Release nor make any other publication, written or otherwise, including without limitations any presentation at the business meetings or conferences, disclosing the arrangement between the Parties as contemplated under this Agreement without express written consent of GJEPC. Notwithstanding anything contained herein the restriction under this clause will not be applicable to the oral disclosure (by way of indication or reference) made by the Service Provider to any of its clientele during such client's visit at the Service Provider's premises.

3. The Service Provider shall not act in the manner detrimental to the interest of GJEPC. In case the Service Provider is aware of some common interest between it and GJEPC, then the Service Provider shall forthwith disclose the same to GJEPC, along with the nature of interest. In event of the actual conflict of interest, the interest of GJEPC shall prevail over that of the Service Provider.

4. Notwithstanding anything to the contrary contained in this Agreement or otherwise, the confidentiality clause shall survive the termination of this Agreement.

TERMINATION:

5. GJEPC may voluntarily terminate this Agreement at any time with or without reason by giving 30 (thirty) days prior written notice to the service provider.

6. Either Party shall be entitled to terminate this Agreement immediately by a written notice to the other Party in the following circumstances:

- a. if the other Party commits a breach of this Agreement, which cannot be remedied fully or within 30 (thirty) days of receipt of such notice requiring its remedy; or
- b. if the other Party has a receiver appointed over its assets or makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (except for the purposes of an

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amalgamation, reconstruction or other reorganization); or

c. if the other Party ceases, or threatens to cease, to carry on its business.

7. GJEPC may terminate this Agreement immediately, forthwith, without giving any reason whatsoever if:

a. The Service Provider materially breaches any of the terms of this Agreement; or

b. The Service Provider:-

i. is not paying its debts when such debts legally become due; or

ii. becomes insolvent; or

iii. files or has filed against it a petition (or other document) for insolvency, bankruptcy or winding-up which is unresolved within sixty (60) days of the filing of such petition (or document); or

iv. proposes any dissolution, liquidation, composition, financial reorganisation or recapitalization with creditors; or

v. makes a general assignment or trust mortgage for the benefit of creditors; or

vi. if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of its property or business.

8. Upon termination of this Agreement for any reason whatsoever,

a. The parties shall reconcile the Bank Accounts and other financial accounts (if any) and forthwith settle any dues payable/recoverable to/from the Service Provider.

b. The Service Provider shall, at GJEPC's discretion, either return or destroy (and subsequently certify such destruction) all the data, information and any other reports or the media on which the data/ information was provided to the Service Provider by GJEPC and all copies thereof within a period of 10 (ten) days from the date of termination or expiry as the case may be.

INDEMNITY & LIABILITY:

9. The Service Provider will be responsible and liable for and will indemnify GJEPC and keep GJEPC indemnified and safe and harmless at all times, against any and all claims, liabilities, damages, losses, costs (including reasonable legal fees), charges, expenses, proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by GJEPC directly or indirectly by reason of:-

i. any third party claim arising out of breach of representation, warranties and covenants made by the Service Provider;

ii. any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its scope of work, responsibilities, duties and obligations mentioned hereunder, service, act or omission of or by the Service Provider and / or its employees, and / or;

iii. any breach of the Service Provider's obligations under this Agreement including, without limitation, any breach concerning to any representations or warranties made or given by the Service Provider, in respect of the Services.

10. To the fullest extent permitted by applicable law GJEPC shall not be liable to the service provider for any direct, indirect, special, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement, any documents referenced in this Agreement, or any addenda or amendment hereto.

11. Notwithstanding anything contained herein this clause shall survive termination of this Agreement.

WARRANTIES:

12. The service provider warrants that it has full power and authority to enter into and perform this Agreement when executed and will constitute its binding obligation in accordance with its terms. The execution and

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performance of the Agreement will not result in any breach of any provision of the Memorandum and/or Articles of Association or equivalent constitutional documents of the service provider or result in any breach of any order, judgment or any agreement or arrangement by which the service provider is bound.

13. The service provider warrants that all licenses, consents, registrations, permits and authorities necessary to enable the Party to perform its obligations hereunder have been obtained and are and will remain valid and subsisting and that it has complied with and will continue to comply with all relevant legislation and guidelines laid down by any statutory or other regulatory authorities in performing its obligations under the Agreement.

INTELLECTUAL PROPERTY RIGHTS:

14. The parties agree and acknowledges that the right, title and interest, related to all creative or artwork, methods, inventions, discoveries, designs, plans, works, materials, software, source, executable or object codes, documentation, methods, apparatus, systems, reports, specifications, drawings, documents and such other materials shared by either of the party to the other for the purpose of this Agreement, is and shall always remain exclusive property of that party, and the other party shall not at any point of time claim any rights of any nature whatsoever over the same. Upon making payments of all the services, the aforesaid intellectuals will be exclusively used by GJEPC at its sole discretion.

NON ASSIGNMENT:

15. The service provider shall not assign, transfer, sub-contract or in any other manner make over to any third party the obligations, benefits and/or burden of this Agreement without prior written consent of GJEPC.

FORCE MAJEURE:

16. Neither Party shall be responsible for any failure to perform its obligation due to unforeseen circumstances or due to causes beyond its control even after exertion of best efforts to prevent such failure, which failure may include, but is not limited to, acts of God, fire, floods, war, riots, embargoes, strikes, lockouts, acts of any Government authority, rejection of applications under the Statutes, delays in obtaining licenses or repeal, passing or amendment of a Statute.

GOVERNING LAW AND ARBITRATION:

17. This Agreement shall be interpreted in accordance with and governed by the laws of India and the Parties hereby consent to the jurisdiction of the appropriate courts in Mumbai, India.

18. In the event that no amicable settlement by way of negotiations can be arrived at between the Parties, within a period of 30 (thirty) days of commencement of negotiations, then such dispute and/or claim arising out of or relating to this Agreement shall be referred to the arbitration of a sole arbitrator, to be jointly appointed by the Parties and where the Parties are unable to agree upon a sole arbitrator, then the matter shall be referred to the arbitration of three arbitrators, one to be appointed by each Party and the third arbitrator to be appointed by the two arbitrators so appointed by the Parties. The seat of arbitration shall always be Mumbai, India and the language of arbitration shall be English. The arbitrator(s) shall have power to regulate its own procedure, including summary powers and the place of its arbitration will be Mumbai. The award of the arbitrator shall be final and binding on the Parties. The Arbitration and Conciliation Act, 1996, or any statutory modification subsequent thereof shall in all respects govern the arbitration. The arbitration shall be governed by the laws of India.

NOTICES:

19. Any notice or any other document to be given under this Agreement shall be in writing and shall be addressed to the Parties at their respective addresses mentioned in the title of this Agreement or such other addresses as may be notified by the Parties to each other from time to time and shall be deemed to have been

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duly given if left at or sent by hand delivery or first class post or facsimile or other electronic media to a Party at the address or relevant number for such Party then appearing on its letter-heading.

20. Hand delivered notices shall take effect immediately. Postal notices shall take effect two working days after posting. Notices sent by facsimile or other electronic means shall be deemed received one hour after transmission.

21. Any notice or other communication received on a day other than a working day or after business hours in the place of receipt shall be deemed to be given on the next following working day in such place.

MISCELLANEOUS CLAUSES:

22. This Agreement may be executed in several counter parts, each of which shall be original but all of which shall together constitute one and the same instrument.

23. This Agreement consists of all the terms and conditions mentioned herein and the Annexure, if any, attached hereto. This Agreement constitutes the entire understanding and agreement of the Parties, and supersedes all previous or contemporaneous agreements or communications, both oral and written, representations and understandings among the Parties with respect to the subject matter hereof. Any other procedural or functional matters decided in the course of this Agreement will be deemed to be part and parcel of this Agreement.

24. The applicable tax, if any, as prescribed under the Income Tax Act, 1961 or any amendments thereto, will be deducted at source by GJEPC, and it will provide the relevant tax deduction certificates to the service provider, as required under the law.

25. With the execution of this Agreement, any understanding or arrangement or any modus operandi whether conveyed orally or in any manner, to the extent it is inconsistent with the terms of this Agreement unless individually ratified in each case, such understandings or arrangements or any modus operandi will have no validity from such date of execution of this Agreement and GJEPC shall not be responsible or liable for any claims/ actions arising out of action, by the Service Provider or any third party, against GJEPC and GJEPC stands fully indemnified by the Service Provider in this regard.

26. If any one or more provision(s) of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable and the remaining provision of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

27. The service provider hereby undertakes that they will not for a period of one (1) year from the date of termination of this Agreement, appoint or entice away, or endeavor to appoint or entice away, any employee of GJEPC. The service provider acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of GJEPC. In case the service provider breaches the said undertaking, then the service provider will be liable to indemnify GJEPC for any loss of business or data or information, the quantum of such loss will be identified by GJEPC, and further GJEPC shall have the right to terminate the Agreement immediately and / or blacklist such service provider from its preferred vendor list for assigning any work in future.

28. No modification, amendments, variation or alteration to this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by their respective duly authorised officers or representatives.

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29. Any provision of this Agreement which, either expressly or by implication, survives the termination or expiration of this Agreement, shall be complied with by the Parties in the same manner as if the present Agreement is valid and in force.

30. If either Party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision thereof.

31. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.

32. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

33. The Parties acknowledge that this Agreement does not constitute an order by one Party to the other to engage in any joint research, development or other work and does not constitute a partnership or a joint venture or a principal and agent relationship.

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