



Pidilite Industries Limited

3D TECHNOPACK LIMITED
SURVEY NO.8/1,VIL-ATHAL,
SILVASSA,

DADRA NAGAR HAVELI 396230
BILLING STATE : DNH & D&D INDIA
SUPPLIER CODE : 1000605
GSTN NO : 26AAACV0142R1Z5

Purchase Order Type

ZDOM-DOMESTIC PO

Purchase Order No.

1100138795

Date

08.02.2022

Contact Person

EXPORT PM

Telephone Number

Pidilite Ind. Ltd. PAN No.

AAACP4156B

No.	Item Code	Item Description	UoM	Quantity	Rate(INR)	Value(INR)
10	1520000002015001	F/CRY ACR COL PL TUBE 200ML PTD NEW AW 1	EA	73500.000	10.45	768,075.00
Specification Number 10031			Freight			22,050.00
Revision Number						
Date : Time : 00:00:00			Total ₹			790,125.00
HSN/ SAC Code 39239090						
Delivery Date		Quantity				
15.02.2022		73,500.000				

Grand Total ₹. 790,125.00

Quantity :-

The quantity indicated in this order is indicative. You shall manufacture & supply strictly based on the schedules/call-ups given time to time by PIL .

PO Expiry Date : 09.04.2022

Delivery Terms : To Pay by PIL to Vendor Tran

Payment Term : Due 30 DAYS

Time for delivery at Plant : 09:00 To 15:30

Bill To / Ship To

PIDILITE INDUSTRIES LIMITED
PLOT NO. 11 TO 16, 75 AND 76,
SURSEZ, DIAMOND PARK,
SACHIN - 394230,

SURAT 394230

SEZ INDIA

GSTIN NO : 24AAACP4156B2ZX

"The terms & conditions as per Annexure shall be applicable
& will form an integral part of this order"

For Pidilite Industries Limited



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Delivery Rating : 20.00 / 20 Price Rating : 30.00 / 30

Quality Rating : 30.00 / 30 Service Rating : 20 / 20

Total Rating : 100.00 / 100 Rating- : A

This is a Computer generated Purchase Order,does not require signature

PURCHASE ORDER [PO] TERMS AND CONDITIONS

1. **Vendor:** Name and address of Vendor as per Purchase Order [PO]
2. **Company:** Pidilite Industries Limited having registered office at Regent Chambers, 7th Floor, Jamnala Bajaj Marg, 208, Nariman Point, Mumbai-400021.
3. **Acceptance:** Parties agree to the terms and condition of this PO unless modified and agreed in writing, further the Company reserves the right to cancel the PO or amend the quantities indicated in the PO arising out of any change in Company's sales requirements /manufacturing plan or from any cause or causes beyond the Company's control. Vendor should Accept/Reject this Purchase Order in writing within seven days of receipt of this PO, in the absence of acknowledgement this PO will be deemed to be cancelled.
4. **Scope of Work:** As per PO.
5. **Delivery:** Goods are to be delivered within the time specified in the PO. failing which the Company shall be at liberty to cancel the order (in part or in full) and/or purchase the undelivered quantity of goods from other sources. The Vendor shall reimburse the Company the additional cost incurred by way of increase in price and incidental expenses in connection with such purchases from other sources, if any.
6. **Goods Quantity / Quality and Specification:**
 - (i) Goods not conforming to the Company's specifications and standards are liable to be rejected and the Company's decision in this regard will be final. Rejected goods should be collected back within three days on receipt of intimation by the Vendor at his own cost and expenses. Upon rejection Vendor shall immediately reverse the invoices and issue credit notes and in case of advance payment shall repay advance so received before taking back the rejected goods. If any defects or discrepancies are notified in the supply at a later date, which went undetected at the time of supply, they shall be freely replaced by the Vendor.
 - (ii) The quantity of material supplied as recorded at Pidilite premises will be final and form the basis for payment. The Company reserves the right to reject/accept goods delivered in excess of quantities ordered.
 - (iii) Unless otherwise agreed to in writing, weights, volume and measurements taken at Company's premises shall be final to ascertain the quantity of goods received.
7. **Warranty:** The Vendor warrants that goods supplied shall be of the highest grade and quality unless otherwise specified; shall conform to the specifications, drawings, Artworks samples or other descriptions contained in the PO and/or shall be fit and sufficient for the purpose intended; shall be merchantable, of good material and workmanship and free from all the defects whether latent or patent. The Vendor shall guarantee that the material shall strictly comply with the specification and the requirements agreed upon. These warranties are in addition to those implied by or available at law to the Company.
8. **Price and Payment Terms:**
 - a) The prices in PO are fixed for the duration of the PO and may not be modified without the written agreement between parties. Price increases shall not be binding on the Company unless evidenced by a PO change notice or revision issued and confirmed by the Company.
 - b) Invoices shall be issued by the Vendor. Payment for goods delivered by the Vendor shall be made by the Company as per PO.
9. **Tax Compliances:**
 - a) Invoices / Debit Note / Credit Note raised by Vendors should be GST compliant and all particulars such as PO number, GST registration number, PAN NO, HSN / SAC code and HSN / SAC description, Tax amounts and Tax segregation as required under GST Law should be mentioned on the Original Invoice supplied to Pidilite. All invoices to be raised in the name and address of respective plant or locations which are receiving the goods and invoices to be accompanied with the goods.
 - b.) The Vendor is responsible for correct determination of the GST on the transaction. Vendor is responsible to timely pay the taxes collected and timely file the returns with all particulars matching with the details as mentioned on the Invoice including Pidilite GSTIN No.
 - c.) All movement of goods undertaken by Vendor should be supported by the Valid E-way bill wherever required. In case of any issues in transit due to E-way bill error, cancellation, expiry, etc. It will be responsibility of the Vendor to get it rectified or pay the duty and cost there to for completing the delivery. Company will not accept any material which are not in compliant to E-way bill provisions.
 - d.) Any loss (Including Tax, Interest, Penalty) to Pidilite arising from vendors error in terms of compliance, inaccurate reporting or non-reporting of transaction online on the GST Portal, error on E-way bill, etc., Pidilite will have right to recover the same from Vendor along with interest @ 24 % from the date of payment by Pidilite till the time loss is recouped.

- e.) Pidilite will be raising Sales Invoices for goods return for purchases which are inwarded by Pidilite. In case the delivery of goods are not taken or returned without Inward, the same need to be taken back by Vendor against their Credit Note and E-way Bill.
- f.) Pidilite reserve the right to withhold the payment of GST with or without the value of goods in case it identifies that Vendor is not regular in GST compliance or there were past instances of credit delays/lapses on account of Vendor.
- g.) Pidilite reserve the right to withhold tax deductions if any from the payment, as required under the provisions of the Income tax act or the GST Act & Rules thereto.
- h.) Input Tax Credit can be claimed by Pidilite only on the ORIGINAL copy of supplier's invoice. Please always send original copy of Invoice along with the consignment for availing Input Tax Credit. Any loss of Input Tax Credit arising out of non-receipt of correct Invoice shall be recovered from you.
- i.) Supplier will be required to upload details of supply as per invoice on GSTN and make payment of applicable taxes under GST within prescribed period failing which the amount of ITC will be recovered from you by PIL.
- j.) If you delay updating the Invoice in GSTN, interest at the rate of 24% PA will be charged.
10. **Transportation:** The unit rate mentioned in this order includes cost of packing and delivery charges, unless otherwise stated in writing.
11. **Insurance:** Transit insurance will be covered by Vendor, if any for all risks up to delivery point and insurance charges will be to the Vendor's account unless otherwise specified.
12. **Intellectual Property Rights:** All the Intellectual Property rights, inter alia Trade Marks, Brand Names, Labels, Packing, Copyrights, Design, patent, Know-how and/or other rights belonging to respective party shall remain its property and at no time during the currency of this PO or after the termination thereof, the other party shall be entitled to claim any rights to or interest in any such Intellectual Property rights or other rights belonging to the other party.
13. **Safety Accidents and Indemnity:**
 - (a) Vendor abides to follow the "Process Safety Management Systems" in vogue at Company's premises.
 - (b) It is necessary for the Vendor, either as principal or by agent or employee to enter upon the premises of the Company in order to construct, erect, inspect or deliver hereunder. Vendor covenants and agrees to take, use provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence or happening of any accidents, injuries or damages to any person or property during the progress of the work covered in PO.
14. **Termination:**
 - (a) The Company may terminate this PO in case of breach of any terms and conditions by the Vendor by giving 30 days' notice to the Vendor. However, provided that Vendor's breach is capable of remedy, the Company's right to terminate is subject to proviso that such breach has not been remedied by the Vendor within 7 days.
 - (b) All the obligations undertaken prior to such termination shall survive. After receipt of such a notice, the Vendor shall not process the said goods and forthwith hand over all the Confidential Information, ready to dispatch goods.
15. **Compliance with Law:** The Vendor and Company shall comply fully with all applicable laws, rules, regulations and orders. Further Vendor shall comply Child and Forced Labour law and further confirm and certifies that he and his suppliers of goods will not use forced labour/child labour.
16. **Relationship of the Parties:** The relationship between the Company and the Vendor is solely on Principal to Principal basis.
17. **Assignment and Subcontracting:**
 - (a) The Vendor shall not be entitled to assign its rights or obligations under this PO to any third party without prior written consent of the Company.
 - (b) The Vendor may not subcontract any of its rights or obligations under the PO without prior written consent of the Company.
18. **Severability:** If any clause/part of this PO is declared unenforceable or invalid, the remainder will continue to be valid and enforceable provided the fundamental terms of this PO are not altered.

19. **Indemnity:** The Vendor shall indemnify and keep the Company, its Director, and Employee indemnified against all losses or damages arising from breach of this PO including infringement of intellectual rights, any litigation against the Company by any third party, negligence including its failure to provide goods as per this PO, personal injury or death or damage to property which arise out of or results from accidents or acts or omissions of Vendor.
20. **Confidentiality:** Each Party shall treat as confidential all Confidential Information obtained from the other Party pursuant to this PO and shall not divulge such information to any person (except to such Party's own employees and then only to those employees who need to know the same) without the other Party's prior written consent. Each Party shall ensure that its employees are aware of and comply with the provisions of this clause. The Vendor shall not reveal the scope of work/rates/quantities/ facilities appearing in the PO to anybody without the knowledge of the Company. Violation of this Clause will be treated as breach of PO, in which case Company will reserve the right to take necessary punitive action against the Vendor.
21. **Anti-corruption:** In connection with the PO, the Vendor warrants to Company that Vendor nor its employees, agents or representatives have given, offered, promised or authorised and shall not give, offer, promise or authorise anything of value or any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the PO directly or indirectly, to a government official or any other person to influence or reward official action; to influence or induce a person to perform his or her work duties disloyally or otherwise improperly; or to reward a person for doing so and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. Further, if at any point of execution of this PO, Vendor comes through any demand, request for gratification, favour, etc., from any of the employees or representatives of Company in connection with this PO, it shall promptly report the same to Company's Whistle Blower at his email ID: whistleblower@pidilite.com; Vendor undertakes that in the event of use of any corrupt practices by it, Company shall be entitled to cancel the PO and recover from the Vendor, the amount of any loss arising from such cancellation. The decision of Company or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Vendor.
22. **Anti-Competitive Behaviour:** Each party hereby warrants to the other party that, as at the date of the PO and on each subsequent occasion it performs obligations under the PO, it has not engaged in any Anti-competitive behaviour in relation to the potential or actual terms and conditions of PO. "Anti-competitive Behaviour" means any communication (by any means, whether electronic, written, oral or otherwise), PO (by any means, whether formal, informal, contractual, non-contractual, written or oral) or other form of coordination or cooperation with any other competitor (whether past, present or potential) that is unlawful or otherwise restricted or prohibited under applicable competition laws and regulations of India.
23. **Force Majeure:** Either Party shall not be liable to the other Party for failure or delay in the performance of any of the obligations under this PO for the time and to the extent such failure or delay is caused by riot, civil commotion, wars, hostilities between nations, laws, governmental PO or regulations, embargoes, actions by governments or any agency thereof, an act of God, storms, fires, earthquakes, accidents, strikes, sabotages, explosions or other similar or different contingencies beyond the reasonable control of the respective Party. A notice of such event of force majeure shall be given by the Party affected to other Party within 10 (ten) days of occurrence of the event. This PO shall remain suspended during the period of force majeure. However, if the reason continues beyond a period of 30 (Thirty) days, the Parties hereto may mutually agree to modify the terms of the PO or terminate the same.
24. **Modification:** Any modification/ amendment in the "terms" of the PO shall be in writing agreed between both the parties.
25. **Conflict:** In the event of conflict between PO and these General terms and condition, the PO terms will prevail.
26. **Notice:** Any communication given by any Party to the other Party in connection with this PO may be delivered in writing to the respective addressees mentioned in the PO, or to such other addresses or contact details as one Party might designate to the other Party.
27. **Governing Law and dispute:** This PO shall be governed by and construed in accordance with the laws of India and any litigation arising out of or in connection with this PO shall be subject to MUMBAI Jurisdiction only.
28. **Guidelines for Supply of Material to SEZ units:**
- (a) To avail tax benefit, Supplier needs to adhere to below mentioned Guidelines while preparing Invoice and arranging Despatches.
 - (b) If Supplier does not have Letter of Undertaking (LUT/BOND), please mention below details on Invoice.
 - (c) ZERO RATED SUPPLY TO SEZ UNIT UNDER RULE 16(1) ON PAYMENT OF IGST UNDER CLAIM OF REFUND OF IGST @18% RS.....

- (d) If Supplier has Letter of Undertaking (LUT/BOND), please mention below details on Invoice.
- (e) ZERO RATED SUPPLY TO SEZ UNDER RULE 16(1) IGST ACT SUPPLY MEANT FOR EXPORT UNDER BOND WITHOUT PAYMENT OF IGST @ 18% RS..... LUT/BOND NO:..... ' DATED :..... VALID UP TO DATE.....
- (f) Invoice Copy (original, duplicate, triplicate) must accompany consignment.
- (g) Form 402 or 403 must accompany the consignment.
- (h) Domestic Tariff Area(DTA)Form : Please send scanned Invoice Copy on below mentioned mail ids. After receipt of DTA form our unit, please attach it to Invoice while despatching the consignment.
- (i) Communication details for Dahej Unit : mehul.bhatt@pidilite.com (M) 9099082565
nikhil.dave@pidilite.com (M) 9228404668

Communication details for Surat Unit : jagdish.tiwari@pidilite.co.in (M) 9825663298

29. The Vendor further agrees, acknowledges, confirms and undertakes that:

- (a) The supplier code of conduct, which can be accessed at <https://api.pilportal.com:11632/content/SupplierCodeofConduct.pdf> (#Code of Conduct#), is an integral part of the PO and acceptance of this PO;
- (b) It will comply with the terms of the Code of Conduct, and
- (c) The supplies made by the vendor to, and any other dealings of the vendor with, the Company pursuant to this PO are governed by the terms of the aforementioned Code of Conduct.