



Orders No. PO16637646 - Ketchup Qual Study - Delhi-Market Xcel

Supplier:

MARKET XCEL DATA MATRIX PVT. LTD
16LGF
New Delhi, 07 (Delhi) 110065
India
State: 07 (Delhi)
PAN#:AAECM5086D GSTIN#:07AAECM5086D1ZI
kapilnarang@market-xcel.com

REQUESTER
REQUESTER EMAIL
ORDER DATE
PAYMENT TERMS
SHIPPING TERMS
location) applies
CURRENCY
INVOICING METHOD
YOUR SUPPLIER# WITH US
(MUST APPEAR ON INVOICE)

Juliet Samuel
Juliet.Samuel@unilever.com
15-May-2025
40 days frm InvoiceReceiptDate
Unless otherwise agreed, Incoterm DDP (Unilever)

INR
Paper Invoice
0001049084

Bill To/Ship To:

Hindustan Unilever Ltd.
Research Center
Bangalore
64,Main Road, Whitefield
Bangalore, 29- 560066
Attention: Juliet Samuel

GSTIN:29AAACH1004N1ZQ

Send Invoice To:

Hindustan Unilever Limited
Iron Mountain India Pvt
Ltd,#48/2, Kudlu Road, Off
Hosur Road,
Bangalore-68
India

Line	Business Description Area	Supplier Part Number	Unit	Qty	Start Date	Delivery Date	Unit Price	Line Amount
1	C015 Ketchup Qual Study - Delhi-				15-May-2025	30-June-2025	92,500.00	92,500.00
	1. Charges of Recruitment & Incentives -Rs 24,000.00							
	2 Charges for Moderation -Rs 16,000.00							
	3. Facility -Rs 20,000.00							
	4 Project Management -Rs 32,500.00							
	Total - Rs 92500							
Total Value:							92,500.00 INR	
(excluding tax):							(92,500.00 INR)	

Invoice Information:

Please read carefully the Unilever requirements on [How to Invoice Us](#) and ensure you send paper invoices to the correct postal address (shown on the Purchase Order as "send to")

Please ensure that your Unilever supplier number and Purchase Order number (i.e. PO or PM number stated above) appear on both the delivery note and invoice. Goods cannot be received and invoices cannot be processed without this information.

Make sure that all Purchase Order related invoices are submitted within 5 working days from the day of shipment of ordered goods and/or services performed.

If you have any query then please contact [Supplier Helpdesk](#).

Where the day nominated or determined for payment in accordance with this payment term is not a working day, then the day for payment shall be the first working day after the day so nominated or determined. For the purposes of this clause, a working day means a day on which banks are open for general business in the country in which the Buyer is located.

TERMS AND CONDITIONS OF PURCHASE

* Before dispatch the material as per this purchase order, please ensure that all road permits / way bills / transit pass according to sending, receiving and transit states for the purpose of movement of goods, are annexed duly filled in, along with consignment documents.

* Where the day nominated or determined for payment in accordance with this payment term is not a working day, then the day for payment shall be the first working day after the day so nominated or determined. For the purposes of this clause, a working day means a day on which banks are open for general business in the country in which the Buyer is located.

1. This purchase order and the terms and conditions as contained herein shall form as an agreement between the Supplier and the Company (Hindustan Unilever

Limited/ its Subsidiaries). Terms and conditions, are applicable to apply for different categories of Suppliers as specified below.

2. In these conditions” buyer”,” we”, “us” and” our” include and refer to Hindustan Unilever Limited or Its related subsidiaries and ”Supplier” includes and refer to the acceptor of this order.
3. Failure to submit bill on the basis specified on the face of the order will cause payment to be delayed but such delay in payment shall in no way affect the Buyer’s right to any cash discount to be allowed on the price of goods supplied to this order.
4. Except where otherwise stated on the face of this order, payment will be made by Hindustan Unilever Ltd. or Its subsidiaries against invoice as per the mentioned payment terms subject to delivery of the goods to the buyer, provided the invoice is received within two weeks of the delivery of the goods and goods are accepted by the buyer.

However, **in case of Purchase Orders issued to registered Micro and Small Supplier under The Micro, Small and Medium Enterprises Development Act, 2006 (MSME)**, it is agreed by all the registered Micro and Small Suppliers (as per the criteria provided under MSME) shall submit the invoices within 10 days of providing goods/ services without any delays. In case, there are repeat instances of delayed submission of invoices by the MSME registered Suppliers, it is agreed that Company shall have the discretion to take appropriate steps to ensure submission of invoices within 10 days of providing goods/ services which may include termination of services of the Supplier as well, if required.

Further, it is the responsibility of Suppliers to self-declare along with the copy of registration certificate if they are registered under Micro, Small and Medium Enterprises Development Act, 2006 (MSME).

5. Unless it is otherwise specifically stated in the order, all packaging are free and non-returnable.
6. It is a condition of the contract (in addition to all conditions and warranties implied by law) that the said goods shall conform to the descriptions and specifications herein provided, shall be of good material and workmanship, merchantable, adapted for the purpose for which they are intended and free from any defects and that their sale or use does not infringe any Indian patent, registered design, trade mark or trade name. The buyer shall, in the event otherwise, at its own discretion be entitled either to purchase such goods from other sources on the Supplier’s account, in which case, the Supplier shall be liable to pay the Buyer any difference between the price at which such goods have been purchased and the price calculated at the rate set out in this order or to hold the Supplier liable to pay us the damages for non-delivery of goods by such wrongful neglect. In the case of neglect on part of the Supplier to effect delivery of the goods against this order within the stipulated time, the Buyer, at his sole discretion, may accept such late delivery on the Supplier’s agreeing to pay the Buyer such amount by way of penalty, as may be imposed by the Buyer.
7. Acceptance of any of the good shall not discharge the Supplier from liability for damages or other legal remedy for any breach of any condition or warranty contained herein or implied by law, and if after accepting the goods or any of them any discrepancies or defects therein either in material, workmanship, or otherwise become known to the Buyer and such defects amount to a breach of any condition or warranty hereunder or implied by law the Buyer shall within four weeks after delivery notify the Supplier of such defect, and shall (in addition to any rights or remedies that the Buyer may possess) be entitled to reject the defective goods.
8. Rights and obligations under this order are not to be assigned by either party without the consent of the other, provided that the Buyer shall be entitled to assign to any of its associated companies as it options.
9. After notifications of rejection have been dispatched, the good not accepted will be and remain on the Buyers premises or other premises under the Buyer’s control on the account and sole risk of the Supplier and risk of the Supplier and if the Supplier does not furnish disposal instructions within a reasonable time not exceeding four weeks from the date of posting of such notice or rejection, the Buyer may, if he thinks fit, either return the goods to the Supplier or sell the said goods either publicly or privately, at such price or prices as may be obtainable for the same at the sole risk of the Supplier ,holding the Supplier liable to refund the price in the case if the goods already paid for and for all expenses in the case of credit transactions. The cost of freight and all other taxes/charges incurred or paid by the Buyer in respect of rejected goods will be payable by the Supplier to the Buyer on demand.
10. (a) The Buyer reserves the right to cancel this order or any part thereof.
- (b) The Buyer shall be entitled to rescind the contract wholly or in part if delivery of the good is not made accordance with the terms of the contract without taking any formal steps such as the sending of a formal demand notice or other Time limit for dispatch shall run from the date of acceptance of the order.
- (c) The Supplier shall be under no liability for failure to deliver and Buyer from failure to accept deliveries of the goods hereunder or any part thereof when such failure is due to Act of God, state’s enemies, fire, earthquake, floods, strikes, lockouts, transportation embargoes or any other causes whatsoever beyond the control of the Supplier or the Buyer as the case may be.
11. All sums payable by the Buyer to the Supplier or by the Supplier to the Buyer under the contract shall be due and payable at the Buyer’s office at the specified location. The parties hereby agree that any suit to enforce the rights of either party under this purchase order only be instituted in and tried by the courts of ordinary civil jurisdiction in the city of Mumbai and the Supplier expressly agrees to submit to jurisdiction of such court.
12. It shall be the Supplier’s responsibility to deliver the goods through competent persons with all such equipment’s that may be required for safe delivery and the Supplier shall also take all precautions to ensure that no injury or damage is caused to any person, whether employed by him or not to any plant, machinery or property of the Buyer in the course of delivery of the goods.
13. The supplier shall indemnify the Buyer from all claims for injury that may be caused to any person by any act of the Supplier or his agents or servants whether employed by him or not, while in the Buyer’s premises and in respect of any other damage that may be caused to any plant, machinery or property of the Buyer in the course of delivery of the goods.
14. The Supplier shall comply with the following requirements from the date of implementation of the Central Goods and Service Tax Act, 2017 [CGST], applicable State Goods and Service Tax Act [SGST] the Integrated Goods and Services Tax Act, 2017 [IGST] and Rules [For the reference of this clause CGST, SGST and IGST shall be referred as ”GST”]:

- a. Registration: The Supplier would be required to obtain a valid registration in every such State in which he is so liable, within the prescribe time or if he is already registered under an earlier law he shall follow the procedure as may be prescribed under the GST Act & Rules thereunder to ensure that the supply of goods / services rendered under the Agreement are in compliance with the requirements of the GST Act / Rules. Further the dealer would be required to forthwith intimate HUL in case of any fresh registration, renewal, amendment or revocation of the Certificate of Registration issued under the GST Act / rules.
- b. Tax Invoice, Credit and Debit Notes: The supplier of Goods and / or Services shall issue a valid Tax Invoice / Debit Note etc. in the format prescribed under the GST Act and the Rules framed thereunder. The Tax Invoice, Credit / Debit Notes shall be duly and appropriately filled under the prescribed format, to enable the Buyer to make the payment to the said supplier and take input tax credit. Further, the tax invoice or debit note shall be uploaded on the GSTN portal within the prescribed timelines. Non-compliant invoices will be rejected & supplier shall be required to send the revised invoices for processing payment.
- c. Payment of tax, interest, penalty, and other amounts: The Supplier shall ensure that all taxes shown in the Tax invoice are duly deposited with the appropriate Authority within the prescribed time period and in case the Buyer seeks any proof of payment, the supplier shall forthwith furnish the proof of payment made the Authorities at the earliest. Any mismatches reported by GSTN portal shall be reconciled and resolved within 3 working days of intimation by the Buyer. All necessary assistance shall be provided by the Supplier for the purpose of reconciliation.

d. Returns: The Supplier shall file periodical Statutory Returns within the prescribed time as required under the GST Act / rules and shall ensure that the full tax due as per the said return has been duly remitted in the manner prescribed under the Act and rules. The Supplier shall provide valid proof of remittance of tax collected from the company & any other related document under the GST Act / rules as and when requested by the Buyer so as to enable the Buyer to obtain input credit.

e. Indemnity: The Supplier will indemnify the Buyer in all such cases where input tax credit is denied to the Buyer on account of non-payment of GST or non-filing of GST Returns non-uploading of invoice by the Supplier. In such cases, the Buyer reserves the right to adjust an amount equal to such credit and interest / penalty thereon from the Supplier on subsequent payments or by any other manner as it may deem fit.

15. In the course of supply of goods / Service undertaken under this Agreement, the Supplier may have access to or may obtain certain Information pertaining to the Buyer. The Agreement applies to all such Buyer Information that the Supplier may have access to in connection with the supply of goods / Service under this Agreement. The Supplier is responsible for compliance of this Agreement by its employees or agents. " Buyer Information" means all information that the Supplier, its employees or agents, receive from the Buyer or observe or obtain at the Buyer's facilities relating to the supply of goods / Service, facilities, products, capabilities, financial information, needs, developments and plans of the Buyer, its affiliates and group companies. The Supplier shall not and will not permit its employees or agents to disclose to any third party or to use for any purpose other than supply of goods / Service to the Buyer and its affiliates and group companies, any Buyer Information, without the Buyer's written permission (except as may be required by law or as necessary to carry out the Supply / Service. The Supplier will hold all the Buyer Information in trust for the Buyer's sole use and benefit. This Clause will not apply to information that is publicly known other than through disclosure by or through the Supplier or its employees or agents.

16. In the event of our normal course of work being interrupted, restricted, hindered or delayed by any cause whatsoever beyond our control or by any exceptional cause whatsoever, we are at liberty to defer the date of delivery or if any goods owing to any such case whatsoever, shall not have been delivered, we are at liberty to cancel this order or any part thereof.

17. E-Way Bill (EWB) copy and three copies of delivery challans should be sent along with the goods /materials at the time of delivery . Two of these copies must be enclosed within each parcel; the Order no/Indent serial no. must be clearly stencilled or labelled outside each parcel. Supplier must indicate the index/ item serial , their initial and month year of supply at the bottom of the forms printed. Any detention of goods due to incorrect EWB or expiry of EWB leading to the imposition of penalty etc by the government shall be the sole liability of the supplier and supplier shall keep HUL completely indemnified in this regard

18. All invoices for supplies made bearing Tax Registration Number of the Supplier must be rendered in triplicate duly endorsed with Purchase Order Number and date supported by receipts-challans dispatch advice. The Buyer shall be entitled to recover from the Supplier any sum due to them on account of damages. Penalty or otherwise whether in respect of supplies under this order or any of their previous Purchase Orders, by deducting such sum from the amount due by them to the Supplier in respect of supplies made under this order or any of their prior or subsequent orders.

19. Delivery of all goods and services under this purchase order / direct order/ work order, would be automatically deemed as acceptance to the above terms and conditions. Supplier to ensure in getting Purchase Order/s well before initiating the delivery of all goods and services.

20. In case of any conflict between the terms and conditions of this order and those on supplier's quotation, the terms and conditions of this order would hold good.

21. Responsible Partner Policy Requirements and USQS:

All references to "You" under this clause are hereby deemed to mean Supplier.

21.1 (a). You confirm that you have read Unilever's Responsible Partner Policy (" **RPP**") as found at <http://www.unilever.com/responsible-partner-policy> and understand that it replaces all previous versions of the Responsible Sourcing Policy, Supplier Code or Responsible Business Partner Policy. You represent that you have your own codes of conduct and associated policies and procedures that are consistent with the requirements of the RPP. You therefore agree that you shall ensure that, by the implementation of your own codes of conduct and associated policies and procedures, you and each of your affiliated group companies each can and that you shall meet or exceed all of the requirements of the RPP, inclusive of:

- i. Mandatory Requirements;
- ii. related Mandatory Management Systems; and
- iii. as they become binding under the terms of the RPP, the Future Mandatory Requirements.

These three types of requirements are each set-out in the RPP (and are individually and together " **RPP Requirements**").

b. You must on request by Unilever register with the supplier assurance and compliance system, referred to as the Unilever Supplier Qualification System (" **USQS**") or other applicable onboarding platform for downstream partners and any other non-supplier third parties, and complete any steps required to achieve compliance under such platform, including re-registering and updating information related to your organisation and (at your cost) any thirdparty audits as or when required by Unilever and to rectify any non-compliance identified in such audits within a timeframe stipulated by Unilever.

21.2. ABC Requirements

a. Without limiting any of the RPP Requirements, you represent and undertake that:

- i. At the date of the entering into force of the Agreement, you, your directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other undue 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 Agreement and that you have taken reasonable measures to prevent subcontractors, agents or any other third parties subject to your control or determining influence, from doing so.
- ii. At all times in connection with and throughout the course of the Agreement and thereafter, you will comply with and that you will take reasonable measures to ensure that your subcontractors, agents or other third parties subject to your control or determining influence, will comply with Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into the Agreement, as if written out in the Agreement in full.
- iii. No payment shall be made by you, your group affiliated companies, by subcontractors, agents or other third parties to anyone for any reason on behalf of or for the benefit of a Unilever Group company which is not properly and accurately recorded in your books and records, including the amount, purpose and recipient, all of which shall be maintained with supporting documentation.

21.3. Economic Sanctions Compliance Requirements

The requirements within a., b. and c. here below are the " **Economic Sanctions Requirements**":

a. You represent and warrant on the date of this Agreement, on the date of any invoice issued under this Agreement or a related PO, on each date on which each shipment or delivery of products, services and/or materials is dispatched and on each date on which any invoice is settled, that you are: (1) not named on a governmental asset freezing or restricted list, including but not limited to: the United Kingdom Consolidated List of Sanctions Targets, the European Union Consolidated List of Persons, Groups, and Entities subject to EU financial sanctions and the United States Specially Designated Nationals and Blocked Persons List; (2) not organized under the laws

of, or providing services or goods from, a jurisdiction subject to comprehensive sanctions; and (3) not controlled, or owned (directly or indirectly) 50% or more in the aggregate, by one or more of any of the foregoing (together, **"Restricted Party"**), and (4) has not breached any Trade Control Laws.

b. You agree to comply with all applicable Trade Control Laws, including those relating to the direct or indirect use, diversion, trade, export or re-export of products, services and/or materials (including any regulations prohibiting drugs and weapons manufacture). **"Trade Control Laws"** means all applicable trade or economic sanctions or embargoes, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, or applicable to the use of a currency or a method or route of payment, as the same may be applicable directly or indirectly to you or your value chain. Such laws shall be deemed always to include such laws or regulations in force at the time within the European Union, the United Kingdom, the United States of America. Without limiting the foregoing, in connection with your performance of the contract documents, you shall: (1) not transact (directly or indirectly) with a Restricted Party; and (2) not source (directly or indirectly) any goods or services from a jurisdiction subject to comprehensive sanctions. For territories regarded by Unilever as medium or higher risk territories, as the same are listed from time to time on <https://www.unilever.com/suppliers/terms-and-conditions/>, you agree to promptly disclose for medium or higher-risk territories all information requested reasonably by Unilever in order to verify your compliance with this paragraph along the entire value chain, so as to verify that no breach of Trade Control Laws has occurred or is occurring.

c. Without limiting other requirements, you must (at your own cost) maintain comprehensive, accurate and reliable records of all activities undertaken to comply with the foregoing Economic Sanctions Requirements, evidencing in particular your screening of counterparties and their paying and remitting banks at each stage of the value chain for the involvement of Restricted Parties. You shall promptly alert Unilever to any known potential or apparent violations of any of the Economic Sanctions Requirements and cooperate in any investigation or remedial action.

21.4. Breach of RPP, ABC, or Economic Sanctions Requirements

- a. You shall promptly alert Unilever:
- i. regarding any known potential or apparent violations of any of the RPP, ABC, or Economic Sanctions Requirements, and cooperate in any investigation thereof and remedial action;
 - ii. if a public official (or a person who has been a public official within the previous two years) becomes a significant shareholder (>25% shareholding), a member of the senior management team, member of the Board of Director, or key individual in your company group or in an associated person, including subcontractors who will be responsible for the provision of goods / services to Unilever; and
 - iii. if, at any point, you are unable to meet or comply with one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements.

b. If any member of your company group fails to meet or comply with one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements, then where Unilever considers that such a breach can be remediated, you shall take all further steps as reasonably stipulated by Unilever to remedy the breach, including the implementation of adequate procedures so that no such breach will occur again.

c. If Unilever has a reasonable basis to believe that a member of your company group or any subcontractor of the same is not in compliance with or does not meet one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements, or where concerns arising out of a confirmed breach are material and the breach cannot be or is not remedied in accordance with the requirements set out above, then Unilever shall have the right, exercisable at Unilever's sole discretion:

- i. to suspend by notice, without Unilever Group company liability arising, immediately any and all services and payments under any purchase order and/or this Agreement; and/or
- ii. to terminate without Unilever Group company liability arising, immediately on notice any purchase order and/or this Agreement.

d. Without limiting the rights under this clause, any breach of the RPP, ABC, or Economic Sanctions Requirements shall be rectified by you at your cost within the timeframe stipulated by Unilever and shall be prevented from re-occurrence.

e. You agree to indemnify and hold each Unilever Group company and their officers harmless against all costs, claims, damages and expenses which Unilever Group companies or their contractors may be liable for or suffer, including fines and costs of defence, and settlements payable to an entity or person, due to any alleged or actual failure by you or your company group to comply with or failure to meet one or more of the RPP, ABC or Economic Sanctions Requirements.

21.5. Update of RPP, ABC, or Economic Sanctions Requirements

Unilever may from time to time amend and update the RPP, ABC and Economic Sanctions Requirements, and shall inform you of such amendments and updates, at no cost to Unilever. If you are not then able to meet one or more of the requirements imposed by the amendments or updates, then you must contact Unilever within 8-weeks of Unilever informing of such amendment or update in order to agree with Unilever an implementation plan and schedule for such requirements. Where any failure to meet or failure to comply with RPP, ABC, and Economic Sanctions Requirements leads to a breach of applicable law by you, you must inform Unilever and comply with the requirement and the applicable law immediately.

Notwithstanding the conflict provisions of these Terms, Parties agree that (i) where a Unilever Purchasing Agreement, Unilever contract or other written contract exists, where such written contract does not explicitly refer to the RPP, or (ii) in the absence of any written agreement, that this clause shall apply. Where parties have any agreed deviations to the RPP, such agreed RPP shall be incorporated into these terms and shall prevail in the event of conflict with the RPP.

21.6. Conflict Minerals

Supplier must complete a questionnaire, provided from time to time by Unilever, designed to identify the potential presence of "conflict minerals" (as defined under applicable laws) in any products. If requested by Unilever based on the results of such questionnaire, Supplier must perform appropriate due diligence on its supply chain in order to identify the actual presence and origin of conflict minerals in any product no later than thirty (30) days following each calendar year. Unilever may not necessarily ask Supplier to complete a questionnaire if Unilever determines the items Supplier provides do not contain conflict minerals.