



## SUSTAINABLE & GREEN SCM V2.0



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## Chapter 1 – Company Overview

### **Vision:**

To become the preferred suppliers of Fluoropolymer, Fluor elastomers and new generations of Refrigerants globally and achieve this status through Technological, Operational and Service excellence

We shall endeavour to be a global player in our business.

We shall constantly endeavour to delight customers, workforce and all the stakeholders.

We shall do our business exercising with utmost care of environment and society at large.

### **Mission**

We shall endeavour to always be the market leaders, by providing our customers the latest, the most innovative and the best available technologies, products and services. Through this we shall provide to our customers the best "value for Money" by producing best in class quality products at most competitive prices.

### **Value**

We are governed by our fundamental values:

**Quality:** Commitment to excellence in quality.

**Integrity:** Building trust in dealings with all stakeholders.

**Customer value:** Delight the customer & deliver the value.

**Excellence:** Excellence in services & manufacturing practices to our all stakeholders.

**Innovation:** Enthuse our clients through our innovative approach.

### Company Overview

Gujarat Fluorochemicals Limited (GFL), is the largest manufacturer of chloromethanes, hydrochloric fluorocarbons (HCFC) and various grades of PTFE in India. The company operates its PTFE business through its manufacturing facility in Dahej, Gujarat. The company possesses the largest PTFE facility in India and 4th largest in the world. Further, its forward and backward integrated operations make it one of the most cost competitive producers of these chemicals globally. The company has successfully created a niche for itself in the chemicals business and is set to explore markets for more value added products while continuing to gain from its other diversified businesses.

### Outlook

The Company, during the year, expanded its monomer and polymer capacity in order to cater to the growing demand of its products in all geographies. In the coming fiscals, the company expects to accelerate the volumes of the new grades of PTFE which have been developed and introduced in the markets. Further, the expansion of capacities will also provide company, significant opportunities to enhance its product portfolio and cater to growing demand. After achieving success in the global PTFE markets, GFL is expanding its presence in other fluoropolymer products and aim to become a leading fluoropolymer player globally. The outlook for our business is steadfast with a robust business model, competition from China lessening and with fluoropolymers growing at a healthy pace of 6% to 7% CAGR globally. Our vision for 2020 is to consolidate the capacities we have created in each business segment, especially in fluoropolymers and operate these in a world-class and safe manner to serve our global customers as a reliable, long-term and high-quality supply chain partner. Our backward integration plan also provides us with a competitive base to stand upon. Further, PTFE, FKM, FEP, PFA and PVDF are versatile fluoropolymers going into about 20 top industries, which take care of >75% of India's GDP. As the GDP grows, we hope to leverage on this, being the only producer of fluoropolymers.

Over the next few years, the Company will be ramping up capacity utilisation, improving realisations by churning product mix in favour of higher value-added grades, and implementing cost reduction schemes. It will also be value adding by diversifying into Fluoro speciality chemicals as well as other Fluoro-polymers, based on low-cost captive availability of a host of Fluoro-feedstocks.

The Company has already incurred a capex of around 2,000 Crore to build-up the current capacities and the integrated value chain. Since most of the capex on creating capacities has already been incurred, the proposed value addition will need a marginal capex.

## Chapter 2 – Supply Chain Overview

Our supply chain sustainability is increasingly recognized as a key component of corporate sustainability. In addition to being the right thing to do, managing the social, environmental and economic impacts of supply chains and combating corruption makes good business sense. However, supply chains consist of continuously evolving markets and relationships. To navigate this complex terrain, we offer a few baseline definitions and practical steps that companies can take toward progress, using the United Nations Global Compact principles as the basis to work toward supply chain sustainability.

Our supply chain sustainability is the management of environmental, social and economic impacts and the encouragement of good governance practices, throughout the lifecycles of goods and services. The objective of supply chain sustainability is to create, protect and grow long-term environmental, social and economic value for all stakeholders involved in bringing products and services to market. By integrating the UN Global Compact Ten Principles into supply chain relationships, companies can advance corporate sustainability and promote broader sustainable development objectives.

### Importance Supply Chain Sustainability

Our supply chains is the engines for today's global economy, serving to deliver goods and services, connecting businesses and the individuals who work for them across geographic, industry, cultural and regulatory boundaries.

Our supply chain sustainability provides that companies will continue to meet their needs in the future, in economic, social, ethical and environmental terms. It ensures compliance with laws and regulations as well as adherence to and support of international principles for sustainable business conduct. In addition, our companies are increasingly taking actions that result in better social, economic and environmental impacts because society expects this and because there are business benefits in doing so.

By managing and seeking to improve environmental, social and economic performance and good governance throughout supply chains, our companies act in own interest, the interests of their stakeholders and the interests of society at large. By implementing supply chain sustainability programmers, companies engage with both direct and sub-tier suppliers, mainstreaming values and actions down to raw material producers and maximizing the overall social, environmental and ethical impact.

### What Steps Can My Company take?

This guide outlines practical steps companies can take to achieve supply chain sustainability and presents examples to inspire action. The recommended steps summarized below are based on

the UN Global Compact Management Model, which is a flexible framework for continuous improvement regarding the mainstreaming of the UN Global Compact into strategies and operations.

The steps below and throughout the guide are not linear. Rather, they represent complementary actions that companies can take in order to achieve more sustainable supply chains. In addition, there are three principles for successful supply chain sustainability management, transparency and engagement – that are essential to every step of the model.

GFL Procurement recognizes that purchasing decisions can have a social, economic and environmental impact. We are committed to doing business in a responsible and sustainable manner by utilizing our supply chain to create positive change.

GFL will be guided by the best practices outlined in the International Standard for Sustainable Procurement

In alignment with ISO 20400, GFL values and with our Procurement Policy, GFL will:

- Ensure suppliers are aware of, and comply with, our Supplier Code of Conduct.
- Maintain leading supplier pre-qualification questionnaire and evaluation processes and DQS Next tool to assess supplier's performance and capability to meet GFL sustainable procurement expectations and objectives.
- Ensure compliance with our Indigenous Sustainable Procurement Policy.
- Ensure that all Policies are recognized by suppliers through our procurement agreements.
- Ensure that all sustainable procurement initiatives are included in and supported by our Supply Risk Management process and the broader GFL Managing Sustainability Risk process.

#### **Reporting and Communication:**

- Opportunities and benefits of the Program, ensuring increased awareness and participation among suppliers.
- Establish sustainable procurement targets and a sourcing plan for the target procurement categories.
- Develop sustainable procurement and inclusive case studies. Distribute best practice processes and outcomes, increase awareness and understanding of the opportunities and potential benefits

#### **Schedule of Phased Implementation of ISO 20400:**

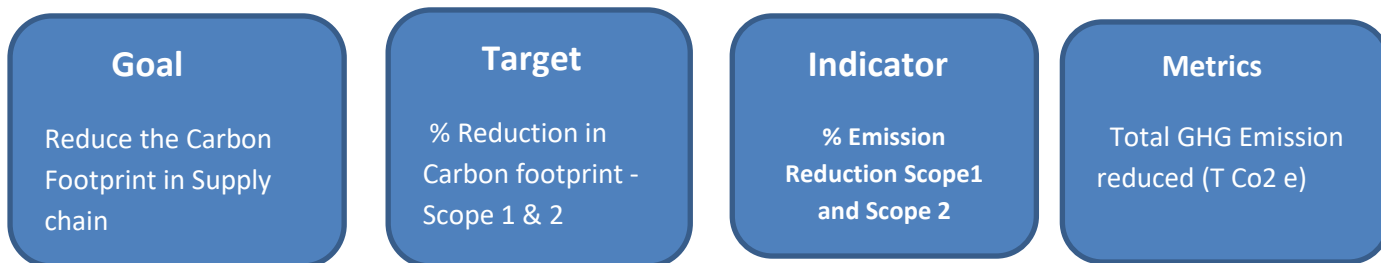
##### **The top material issues for GFL are:**

1. Anti-corruption
2. Climate Change
3. Economic Performance
4. Energy
5. Environmental Compliance
6. Local Communities

7. Occupational Health & Safety
8. Process Safety & Emergency Preparedness
9. Product Safety & Stewardship
10. Water.

#### Measure and report on overall Program performance

- We expect suppliers to practice sustainability, disclose information associated with their impact on the environment and society and implement processes for continuous improvement. By setting company goals, and publicly showing progress towards them, perhaps through an annual report or website, a supplier shows transparency in their practices
- For Example: Carbon Footprint



- This is identified as a target goal, or if a supplier chooses to begin publicly reporting goals, suppliers are expected to report and provide evidence of a minimum of 2 specific, measurable and time-bound goals in the below goal areas
- A supplier should have 1 or more goals for identified material topics as stated below
- GFL Developed Program evaluation model against agreed deliverables and milestones.
- All Suppliers Will be evaluating suppliers based on GFL material issues
- Develop a shared reporting system that captures procurement activities associated with social and environmental reporting and compliance requirements
- All GFL program metrics will be reviewed annually, although some might not require significant action to support goals which will be developed after the present baseline collection year.

- What comes after the 2020 Goals?

GFL will continue setting timebound goals and targets and ensure they reflect the environment, social and governance measures. We welcome external feedback on possible developments and targets to consider

The Sustainable Green CSM Policy will be reviewed and enhanced regularly to stay abreast with best practices and changes in relevant guidelines and standards.

GFL sustainable procurement efforts will be reported in GFL Annual Sustainability/CDP Reports in near future.

**High Risk High Value Supplier:** Supplier who is supplying critical material in terms of Raw material / Packing Material / Spares / Services and having business share approx. 40% of total spend

**Vendor rating on Sustainability:**

GFL identified suppliers evaluation scope and annually measure their performance against the core elements as described in below evaluation framework based on sustainability criteria. This process has four key stages: select, identify baseline, agree, and execution.

The outcome of assessment is a supplier sustainability score ranging from 0 to 5, based on suppliers' self-assessment with supporting evidence and GFL validation.

Evaluation based on Sustainability Criteria		
Level	KPI	Proposed Rating
Basic Sustainability Criteria	Anti-Corruption	3.5
	Climate Change	
	Economic Performance	
	Occupational Health & Safety	
	Environmental Compliance	
	Human Rights	
Advantageous	Energy	4
	Local Communities	
	Process Safety & Emergency Preparation	
	Product Safety & Stewardship	
	Water	
Distinguish	Supplier having reporting based on GRI standard / Sustainability Report / More No of Materialy Topic with GL materialy topic	4.5

### Vehicle Tracking System

As part of Green initiative to reduce carbon emission and reduce risk of hazards, we have also in the process of integrating our logistics systems through a GPS vehicle tracking system. Through this system we will be tracking outward vehicles for ensuring safe driving and safe handling of material across the full length of the supply chain and ensuring prompt emergency response in case of any incidence on road.

## Chapter 3 – Supply Chain Policies

Gujarat Fluorochemicals Limited has taken up sustainability as key element for its business strategy and commits itself to ethical and sustainable operations and development activities. The company take ownership of environment, employees, customer, stakeholders, shareholders and society in order to achieve a sustainable and profitable long-term business growth

With this policies and guidelines practical steps Gujarat Fluorochemicals takes to achieve supply chain sustainability

### **POLICY ON SUSTAINABLE PROCUREMENT GUJARAT FLUROCHEMICALS LIMITED**

#### **1. BACKGROUND**

Gujarat Fluorochemicals Limited has taken up sustainability as a key element for its business strategy and commits itself to ethical and sustainable operations and development activities. The company takes ownership of the environment, employees, customers, shareholders, stakeholders, and society in order to achieve a sustainable and profitable long-term business growth.

This Sustainable Procurement Policy and code of conduct for suppliers/ vendors, which applies to all purchases of goods and services, sets out how we will conduct business with our suppliers and describes the expectations we have of our suppliers regarding the way they conduct their business. Our aim is to ensure that the way business is conducted throughout the whole of our supply chain conforms to our own standards and is legally compliant. It outlines our expectations with regard to ethics, business integrity, human rights, health and safety, environment, the local community and quality of product and operations.

We expect all our suppliers to support, the principles set out within the UN Universal Declaration of Human Rights, the International Labour Organization Declaration on Fundamental Principles and Rights at Work, the UN Global Compact and the UN Guiding Principles on Business and Human Rights.

We recognize that improving our procurement performance is an ongoing process and that our suppliers, both large and small, are important partners in our journey to become more sustainable. We expect our suppliers and vendors and their contractors to abide by the policy and code and help us reduce environmental and social impacts by establishing and operating state of the art standards for sustainable supply chain. a non-respect to this code may lead to discontinuation of business relationship.

## 2. OBJECTIVES

Sustainable Procurement objectives are to:

- a. comply with all relevant legislation and regulatory requirements
- b. promote sustainable awareness and assessment amongst suppliers and contractors
- c. procure sustainable products and services
- d. Reduce the environmental sustainability impacts of construction and refurbishment projects.
- e. Include Environmental, economic and social aspects when specifying specific good or services.
- f. include sustainable criteria when evaluating offers from potential suppliers
- g. Promote awareness of sustainable issues and considerations within the user community.
- h. Develop measures of our sustainable practice using sector standards.
- i. Use the measures developed to monitor our sustainable practice with a view to seek continual improvement.
- j. Use the results of the monitored practice to benchmark our performance against similar organizations.
- k. Analyse the benchmarked performance to identify areas of practice for improvement

Through supplier selection and direct engagement, we will favor suppliers who are:

## 3. Ethically Driven:

We conduct our business activities in a fair and transparent manner with honesty, integrity, high ethical & moral standards and respect for human rights. We strongly believe that high ethical standards are essential for sound business relationships. We expect our suppliers to share this commitment while conducting their business.

### 3.1 Business Integrity and Ethics:

- a. Conflict of Interest:  
Suppliers are expected to report any conflict of interest in any business dealings with GFL that supplier is aware of to allow us the opportunity to take appropriate action. It should be disclosed if any GFL employee or professional under contract with GFL may have significant ownership or interest in a supplier's business.
- b. Bribery, Corruption, gifts and Donations:  
Suppliers in all commercial dealings with GFL or otherwise must not receive or offer to make any illegal payments, gifts, bribes, donations or other improper advantage in order to obtain unethical favours for the business. All suppliers must ensure that no action is taken to violate any applicable anti-bribery or anti-corruption laws and regulations in the locations of their operations and make every effort to eliminate all forms of corruption and bribery.
- c. Confidentiality:

Suppliers shall safeguard and respect GFL's intellectual property; trade secrets and other confidential, proprietary and sensitive information or data at all times and shall not disclose the same. The information provided by GFL should be used only for its intended and designated purpose as decided and agreed upon between GFL and the supplier.

d. Anti-competitive and restrictive trade practices:

Suppliers must comply with applicable local and international laws to promote free and fair competition and to get business by offering competitive prices and innovative products.

e. Conflict minerals:

GFL is committed to conducting its worldwide business operations in a manner that complies with applicable laws and regulations regarding conflict minerals. Suppliers are expected not to source conflict minerals (columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives: Tantalum, tin, tungsten and gold) mined from Democratic Republic of Congo (DRC) and nine adjoining countries: Republic of Congo, Central Africa Republic, South Sudan, Zambia, Angola, Tanzania, Burundi, Rwanda and Uganda linked to violations of human rights through the funding of illegal armed groups.

### 3.2 Human Rights:

a. Forced and child labour:

Suppliers shall prohibit use of child labour at any stage of their business process. We expect that our suppliers will not employ any person below the age of 18 (or as per local law, whichever is greater). The suppliers must not use forced labour including prison or debt bondage labour, human trafficking or modern-day slavery.

b. Working hours and Incentives:

We expect suppliers to comply with applicable wage and hour laws, regulations and mandatory industry standards pertaining to minimum wages, overtime pay, working hours and rest periods.

c. Equality:

Suppliers must ensure there is no discrimination in their hiring and employment practices on the basis of race, colour, gender, age, nationality, religion, sexual orientation, marital status, citizenship, disability, veteran status, medical condition etc.

### 4 Socially focused:

We are committed towards supporting sustainable development and business practices. Sustainable practices now have grown to encompass social performance criteria as well. We believe that an organisation should play a significant and beneficial role within the local community and society in general.

We are contributing towards social and economic development of the communities in which we operate and expect our suppliers to take steps towards same.

#### **4.1 Responsible conduct with stakeholders:**

##### **a. Fair dealing with vendors/ suppliers:**

We encourage our suppliers to conduct all transactions with their business partners in fair and transparent manner including fair evaluation, reasonable selection, equal opportunities, fair and free competition for all.

##### **b. Diversity in workforce:**

We suggest that suppliers should take initiatives to have a diverse and inclusive workforce in terms of age, gender, experience, ethnicity etc.

##### **c. Engage and involve local communities:**

We encourage our suppliers to address issues and concerns of the community impacted by operations of the supplier and minimize the impact.

#### **3.1 Health and Safety:**

We expect our suppliers to adopt robust and relevant management practices in order to comply with applicable health and safety laws, rules, regulations and industry standards. The suppliers are also encouraged to conduct training and awareness activities for employees on health and safety. We also suggest suppliers to take reasonable actions to prevent accident and injuries by analysing and minimizing risk exposure.

#### **3.2 Local Community Development**

We understand that our operations not only affect our own communities but also of those who are in contact of our supply chains and our suppliers. Therefore, we encourage our suppliers to undertake steps to collaborate and associate with the local community for economic and social development by providing employment, helping in eradicating poverty, helping in developing skills of local people etc. wherever relevant.

#### **4 Green Inspired:**

Environmental concerns are no more issues of tomorrow, but are real challenges that need to be addressed today. We aim at making our value chain environment friendly and responsible. We are committed to comply with the requirements of local laws and regulations related to environment in the countries and regions in which it operates and from where it sources any material, product or services. We realise that the scope and nature of operations of our suppliers vary and hence emphasis on these principles may vary accordingly.

#### 4.1 Eco-friendly Products and Processes:

a. Carbon emission reduction:

We suggest that our suppliers identify sources of carbon emission and make progressive efforts towards reducing carbon emissions.

b. Efficient water usage:

We suggest our suppliers to take opportunities where reduction in water usage should be identified and measures for water conservation.

c. Efficient systems and process:

Suppliers should strive towards enhancing the efficiency and performance of the equipment and processes by continual improvement, monitoring and assessment of technology. Good practices should be followed to ensure environmental resources are valued and protected.

d. Careful use of hazardous and toxic materials and substances:

We expect our suppliers to assess their use of hazardous and toxic material and take necessary steps to reduce it, as much as possible. Appropriate substitutes and replacements should be introduced to minimize exposure to such material.

a. Toxic waste management:

Toxic waste should be handled with professional guidance and mechanism should be put in place to dispose-off the waste to authorized waste processors by the suppliers. Toxic waste should not be allowed outside the premise without proper approval.

b. Clean energy:

We recommend our suppliers to use renewable sources of energy wherever possible so as to become more energy efficient and energy independent. The suppliers should take steps to identify the scope of replacing conventional sources of energy with sustainable and renewable sources in their operations

#### 4.2 Adopting Green Initiatives and Practices:

In order to monitor the environmental performance and to become environment friendly, practices to monitor and minimize environmental impact should be imbibed in organization's processes. We recommend that our suppliers inculcate such practices in their operations and start new initiatives to reduce their impact on the environment.

#### 5 Quality Centred:

Ensuring quality and adherence to manufacturing and product standard is of prime importance to us.

**5.1 Quality Management System:**

We expect our suppliers to establish quality objectives, policies, manual, procedures and have in place a certified Quality Management System by competent authority like ISO. The suppliers should comply with local regulations, registrations; have trainings, management reviews and internal audits to ensure that the Quality Management System is effective.

**5.2 Facility and Machinery:**

We expect our suppliers to give utmost importance to equipment design, installation, maintenance and ensure validation/verification of the same. The suppliers should have in place proper housekeeping and pest control to ensure hygiene, safety and security of its workforce.

**5.3 Manufacturing Practices and Quality Controls:**

We expect our suppliers to have in place established manufacturing and packaging operations with proper maintenance of records along with process controls and finish product release programmed.

**5.4 Material Management:**

We expect our suppliers to have in place established practices for storage, handling and transportation of raw material and to maximise the risk prevention measures through good warehousing practices and proper handling of rejected item.

**6 Implementation:**

We understand that our suppliers fall under different categories in terms of their scale, the product/service they supply, and the raw materials being used by them, their organisation structure and geographies of operation. Keeping these factors in mind, we have designed the Policy in a manner that it works for the whole supplier base, although the level and type of compliance will vary depending on the type of the supplier and the principles applicable to them. All our suppliers are required to sign a declaration, confirming their willingness and implement internal systems to comply with our sustainable procurement policy.

We expect our suppliers to set in place internal policies, governance structures, systems, processes and take any other relevant measures to ensure adherence with this Policy. We will work with our suppliers to identify issues that do not meet our expectations and help them in addressing the gaps identified, if any.

**7 GFL supplier assessment:**

We have taken in account DQS services for supplier audit/ assessment through their digitalized tool-Supplier Audit Management Tool product. Any new supplier will have to fill this online questionnaire which will be provided to them by GFL. They will be assessed on the basis of social and sustainability accountability and will be scored according to their response. Decision to continue or start business with the supplier will be taken considering this score and other factors.

**8 Power to amend:**

- a) This policy is approved by the Management and any change in this policy shall have to be further management approval.
- b) The management shall have overriding right to withdraw and/or amend the guidelines at its own discretion as it deems fit from time to time. The decision of the management shall be final and binding.

**Place – Gujarat Fluorochemicals Limited Corporate Office, Noida**

## **Code of Conduct for Supplier**

### **Introduction**

Our company's reputation has grown constantly. Our customers, suppliers, service providers and business partners place their trust in us based on many years of reliable partnership and the solidity of an independent family enterprise, which develops dynamically and continuously improves.

We are therefore responsible for ensuring that our products and services are produced within a supply chain that complies with international standards. Therefore, we have summarized our expectations to our suppliers and service providers (GFL partners) with respect to working conditions, health and safety, environment and business ethics in the following "Supplier Code of Conduct." This code of conduct is based in particular upon the principles of the "UN Global Compact", the standards set out in the conventions of the ILO (International Labor Organization

The GFL Supplier Code of Conduct defines GFL's principles and our expectations to our GFL partners and their employees. By signing this document, GFL partners commit to acting responsibly and to abiding by the principles set out herein.

We expect our partners to ensure that their own suppliers and service providers will also adhere to and abide by the principles of this code of conduct and the standards upon which it is based. In the event that other regulations or laws impose more extensive provisions, these have priority over this code of conduct.

GFL will use this code of conduct as part of its supplier selection and evaluation procedures. GFL reserves the right to potentially end its business relationship with GFL partners if they do not adhere to the principles defined below.

Adherence to these principles throughout the entire supply chain is of great significance to GFL. We are counting on your support as part of this supply chain.

If you have any questions about this code of conduct, please refer them to your GFL Procurement contact.

### **Working Condition**

The GFL partner agrees to safeguard the human rights of its employees and to treat them with dignity and respect. This refers to all employees including part-time and migrant workers, student interns, temporary workers, full-time employees and any other form of manpower.

**Free Choice of employment**

There shall be no forced labor, slave labor or any other form of comparable labor. All labor must be voluntary and employees must be free to end their labor or their employment relationship at any time.

**No Child Labor**

The employment of children is prohibited. Those below 15 years of age (depending on national law below 14 years of age), children of school age or those that have not yet reached the minimum age for employment in the respective country shall not be employed. Employees under 18 years of age shall not perform work that could endanger their health or safety. Where this is the case there shall be special measures put in place to protect these young persons.

**Working Hours**

The weekly hours of work shall not exceed the respective statutory maximum. The weekly hours of work including overtime shall in any event not exceed XXX hours. Emergencies and extraordinary circumstances constitute an exception. Employees shall be entitled to at least one day off per calendar week.

**Wages and Employee benefits**

Alongside economic circumstances, the requirements for business development and productivity, the remuneration paid to employees (employees and their family members) shall accord with all applicable national laws on remuneration, which includes laws on the minimum wage, overtime and statutory welfare benefits. Such remuneration shall furthermore enable the employees to participate in social cultural and political life.

**Human Treatment**

Employees shall not be subjected to disproportionate stringency or treated in an inhumane manner. This includes sexual harassment, sexual abuse, physical reprimand and physical and mental abuse. It also applies to the threat of such treatment.

**Prohibition of Discrimination**

The GFL partner agrees not to tolerate any unlawful harassment or discrimination within its workforce. The GFL partner's selection and employment practices, such as for advancement and remuneration or access to training opportunities, shall not discriminate against employees on the basis of race, skin color, age, gender, sexual orientation, ethnic background, disability, pregnancy, religious or political conviction, trades union membership or family status.

**Freedom of Association**

In line with the relevant national legislation, the GFL partner grants employees the right to form and join associations and to safeguard their interests.

**Health and Safety**

The GFL partner acknowledges that a safe and healthy work environment contributes to improvement in the quality of goods and services and to motivation of the workforce.

**Health and Safety at Work Place**

The GFL partner shall ensure that it has organization systems, processes and/ or measures in place in order to comply with national health and safety legislation.

The GFL partner shall identify, assess and take measures to eliminate potential safety risks. The employees shall be informed of potential safety risks and instructed on proper, safe behavior and the corresponding safety measures to be implemented. Should such measures not afford adequate hazard management, the employees shall be provided with suitable personal protective equipment.

**Emergency Preparedness**

Potential emergency situations and events shall be identified and evaluated. Their impact shall be minimized by implementing emergency plans and reporting procedures.

**Environment**

The GFL partner acknowledges that environmental responsibility is an integral part of product manufacture. Production processes shall be designed to prevent negative impacts on the environment and natural resources shall be conserved.

**Health and Safety at Work Place**

The GFL partner confirms that it has implemented systems, processes and/ or measures and has obtained the necessary approvals in order to comply with statutory national environmental regulations. The employees shall be instructed on how to mitigate environmental risks.

**Hazardous Substance**

Chemicals and other materials, that pose a hazard to the environment if released, shall be identified and managed in such a way that ensures their safe handling, transport, storage, use and recycling or disposal.

**Regarding Substances in Product**

The GFL partner shall abide by all applicable national laws and regulations and customer specifications regarding the prohibition or restriction of specific sub-stances. This includes mandatory labeling for recycling and disposal.

**Business Ethics**

The GFL partner and its representatives shall uphold high ethical standards in order to fulfil their social responsibilities and be regarded as successful in the market. The following principles shall apply:

**Law Abiding Behavior**

The GFL partner agrees to comply with all applicable national laws and other regulations in the context of its business operations at any time.

**Integrity**

All business interactions shall be governed by high standards of integrity. The GFL partner shall not have any tolerance towards bribery, corruption, extortion, fraud and embezzlement and shall prohibit them in any form. All business processes must be transparent and properly reflected on GFL partners' business records.

**Prohibition of Improper Advantages**

Bribes or other means of obtaining an illegal or improper advantage shall not be offered, accepted as a promise or received. Procedures shall be put in place to monitor and implement these requirements in order to ensure adequate compliance with anti-corruption laws.

**Fair Competition (Antitrust Law)**

The GFL partner shall respect fair competition and conduct every business activity in compliance with the applicable antitrust legislation and provisions.

**Avoiding Conflict of Interest**

Decisions shall only be taken on the basis of objective, business-related considerations and not influenced by personal interests.

**Protection of Confidential Information**

Business secrets and personal information shall only be used to the extent to which they are necessary and permitted and they shall be protected appropriately.

**Export / Import Legislation**

Applicable legislation and regulations relating to export and import control as well as customs shall be adhered to.

**Discloser of Information**

Information on the company's business activities, structure, financial situation and performance shall be disclosed in accordance with the applicable provisions and usual business practices in the sector. The falsification of records and misrepresentation of conditions and practices in the supply chain are not acceptable.

## Intellectual Property

Intellectual property rights shall be respected; transfer of technology and know-how must be done in a manner that protects intellectual property rights.

### Responsible Procurement of Raw Material

The GFL partner shall adopt appropriate measures which ensure to the best of its knowledge and belief that raw materials used in the manufacture of its products (tantalum, tin, tungsten, gold, etc.) do not directly or indirectly serve as means to finance or support armed groups that commit serious human rights violations. The GFL partner shall exercise due diligence with respect to the origin and chain of custody of such minerals and shall disclose these precautionary measures to GFL upon request.

By signing this document, the GFL partner agrees to act responsibly and to adhere to the stated principles.

We also confirm to ensure the adherence to these principles by our suppliers and service providers.

## Guideline on Procurement of Conflict Minerals

### General

This guideline provides an outline of our policy for the sourcing of materials that contain or are manufactured from *minerals* Sourced from conflict affected and high-risk areas in line with our corporate policy, legal obligation<sup>5</sup> and existing international standards.

For the purpose of this guideline on conflict minerals are those associated with tantalum, tin, gold and tungsten.

### Commitment to Sourcing Items Associated with Conflict Minerals

Our Company, Gujarat Fluorochemicals Limited, is committed to ensure that conflict minerals contained in our products are sourced with due respect for human rights, the need to avoid contributing to conflict, and the desire to support development through our Supply chain practices.

At the same time, our Company does not ban the use of conflict minerals that originate in *conflict* affected and high-risk areas when they are sourced in accordance with existing international standards. Avoiding the sourcing of all conflict minerals from these areas would cause a de facto embargo with serious adverse impact on the living conditions of local populations.

### Working with Our Suppliers

We require that our suppliers ensure the products and materials supplied to our Company which are associated with conflict minerals are sourced in accordance with our policy as given above.

We shall incorporate into our purchasing procedures and documents conditions requiring suppliers to adopt a policy on the responsible sourcing of conflict minerals and to periodically provide to us information we need to support our obligations and policy. An overview of these procedures is provided on the following page.

## GFL – Materiality – Purchase Category – KPI Matrix

Material Topic	How/ Where it is covered	Type of Vendor	Influence and Control exercised by GFL	Periodicity (Continuous, Once, Other)	Targets / KPI
Anti Corruption	CoC and Green SCM	RM/PM – Manufacturer/RM-PM – Trader /Contractor / Service provider / Other – Manufacturer / Other – Traders	<ul style="list-style-type: none"> <li>• Vendor Registration</li> <li>• Vendor Evaluation by DQS NXT Platform</li> <li>• NoC</li> <li>• Self Declaration</li> </ul>	Once a Year	Zero deviation (By Vendor self-declaration)
Climate Change	SBTi, DQS NXT Platform, CDP Disclosure	RM/PM – Manufacturer/	<ul style="list-style-type: none"> <li>• Annual Disclosure by the Vendor to GFL via self-declaration</li> <li>• Public disclosure by the suppliers (as applicable)</li> </ul>	Once a Year	As per CDP
Economic Performance	Vendor Registration, Compliance to all laws, Terms and Conditions of PO	RM/PM – Manufacturer/Contractor / Service provider / Other – Manufacturer	<ul style="list-style-type: none"> <li>• NoC Procedure for Service Provider</li> <li>• Vendor Self declaration</li> </ul>	Continuous for service provider. Once in a year for other	Compliance to All law – Zero Deviation
Energy	SBTi, DQS NXT Platform, CDP Disclosure	• RM/PM – Manufacturer/Other Manufacturer	<ul style="list-style-type: none"> <li>• Annual Disclosure by the Vendor to GFL via self-declaration</li> <li>• Public disclosure by the suppliers (as applicable)</li> </ul>	Once a year	As per CDP
Environmental Compliance	Vendor Registration, Compliance to all laws, Terms and Conditions of PO	• RM/PM – Manufacturer/Other Manufacturer	<ul style="list-style-type: none"> <li>• Declaration from supplier on compliance</li> <li>• NoC Procedure</li> </ul>	Once a year	As per applicable laws

Local Communities	Targets follow the ISO 26000 requirements	RM/PM – Manufacturer/Other Manufacturer	Compliance will be established as per ISO 26000	Once a Year	If applicable for CSR project
Occupational Health and Safety	CoC and Green SCM	RM/PM – Manufacturer/Contractor / Service provider / Other – Manufacture	<ul style="list-style-type: none"> <li>• Vendor Registration</li> <li>• Vendor Self Declaration</li> <li>• Vendor Evaluation by DQS NXT Platform</li> <li>• Audit on Supplier</li> <li>• Medical Reports of the contract employee verified by the GFL OHC</li> </ul>	Once a Year	Improvement on year on year basis (Will Quantify next year). Trainings or projects for the improvements will qualify
Process Safety and Emergency Preparedness	CoC and Green SCM		<ul style="list-style-type: none"> <li>• Vendor Registration</li> <li>• Vendor Self Declaration</li> <li>• Vendor Evaluation by DQS NXT Platform</li> <li>• Audit on Supplier</li> <li>• Medical Reports of the contract employee verified by the GFL OHC</li> </ul>	Once a Year	At list one training / project in a year, by self-declaration
Product Safety and Stewardship	GFL will update during phase 2	-	-	-	Non-Mandatory not taking target this year
Water	<ul style="list-style-type: none"> <li>• DQS NXT Platform</li> <li>• Self-Declaration</li> </ul>	RM/PM – Manufacturer/Other Manufacturer	<ul style="list-style-type: none"> <li>• Annual Disclosure by the Vendor to GFL via self-declaration</li> <li>• Public disclosure by the suppliers (as applicable)</li> </ul>	Once a Year	As per CDP

Employment Practices	CoC and Green SCM	RM/PM – Manufacturer/Contractor / Service provider / Other – Manufacture	<ul style="list-style-type: none"> <li>• Vendor Registration</li> <li>• Vendor Self Declaration</li> <li>• Vendor Evaluation by DQS NXT Platform</li> <li>• Audit on Supplier</li> <li>• NoC Process</li> </ul>	Once a year	Zero Deviation – Verified by self-declaration of RM/PM/Other Manufacturer, and sample Audit. For Service provider by NoC Process
Organizational Governance	ISO 37000	RM/PM – Manufacturer	Conformance		Conformance to requirements of ISO 37000

## Chapter 4 - Action

We Gujarat Fluorochemical Limited are committed to our policies and procedure. In line with our policy and procedure, we have taken initiative to educate our Contractors and Vendor with different means of communications, i.e. Class room training, sending detail through an email etc.

All our regular suppliers are contacted personally in GFL office or via email and get confirmation / declaration signed to adhere Gujarat Fluorochemicals Limited policies.

To strengthen our policy and make more robust we are also going for SA8000 certification, which help Gujarat Fluorochemicals Limited and its contractors / vendors to improve further

GFCL has taken a bold step to bring awareness and support our business partners to strengthen their sustainability and business performance through Sustainability Awareness Webinars. 186 Business partners have attended the programme so far.

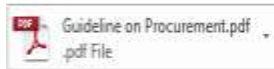
We regularly meet our Business Partners. There are regular Contractor Safety Meet are organized in our Plants.

Total No of Suppliers Contacted: 550 +

Declaration received: More than 100 (Still we are perusing to get more declaration)

Email Communication to vendors for policy (Guide Line on Conflict Mineral Policy)

To: gfg@gfl.co.in



Dear Sir / Madam,

To comply with international standards, policies and guide line We Gujarat Fluorochemicals Limited are planning EcoVadis certification.

EcoVadis is a sustainability rating platform for global supply chains. EcoVadis Scorecards make it easy to understand, track and improve environmental, social and ethical performance worldwide for a organization.

There are specific policies / guidelines to follow in EcoVadis, one of it is "Guideline on Procurement of Conflict Minerals", attached the same for your ready reference.

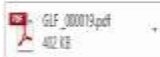
You are requested to please take care / follow guideline provided while supplying Tantalum, Tin, Gold and Tungsten and or product manufacture out of said material to Gujarat Fluorochemicals Limited.

In case any question on subject matter please do send an email on [hunaid@gfl.co.in](mailto:hunaid@gfl.co.in)

Regards,

**Rajiv Sharma**  
Chief Commercial Officer (CCO)  
Gujarat Fluorochemicals Limited  
12/A, Industrial Estate, Dahej  
Taluka - Vepra, Dist. -Bharuch  
Gujarat- 392130  
Telephone -02641 618013  
Mobile :- +91 8155911124  
E-mail: [rajiv.sharma@gfl.co.in](mailto:rajiv.sharma@gfl.co.in)  
Website - [www.gfl.co.in](http://www.gfl.co.in)

Email Communication and Declaration received on Sustainable Procurement Policy



From: KALPESH [G.K.PLASTICS] [mailto:kalpeh49@gmail.com]  
Sent: 25 September 2019 15:00  
To: 'Mitesh Kalguda'  
Cc: Dulal Datta  
Subject: RE: Sustainable Policy

Hi,

Regards,

Kalpesh Patel  
G.K.PLASTICS  
Plot No. 409, Phase II,  
GIDC, VATVA, AHMEDABAD 382445

MOBILE: 9827144091  
[kalpeh49@gmail.com](mailto:kalpeh49@gmail.com)

From: Mitesh Kalguda [mailto:mitskalguda@fl.com]  
Sent: 25 September 2019 2:53 PM  
Cc: Dulal Datta  
Subject: Sustainable Policy  
Importance: High

Dear Sir,

Our Company has embarked on the path of Sustainable procurement to ensure that purchasing reflects broader goals linked to resource efficiency, climate change, social responsibility and economic resilience. This required and involves higher degree of collaboration and engagement between all parties in the supply chain.

Our company has come out with the SUSTAINABLE PROCUREMENT POLICY, which is attached. We shall be following this Policy in all our supply chain activities.

Now, as a responsible supplier and partners in our business will surely want to be a part of this Journey. As a first step, you are requested to please give a declaration in the format attached, assuring us and committing to be part and contribute to ensure sustainable procurement goals.

Manufacturers of :  
HIGH DENSITY POLYETHYLENE  
& POLYPROPYLENE WOVEN  
FABRICS & BAGS



**G. K. PLASTICS**  
409, Phase II, G.I.D.C., Industrial Estate  
Vatva, Ahmedabad - 382 445.  
PHONE : (F) Land Line : 9033007661  
(O) : 079 - 26753376

DATE : 23-9-19

To  
Gujarat Fluorochemicals Limited

**Declaration on Sustainable Procurement**

This is to declare that we have gone through Gujarat Fluorochemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of the said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

With Regards,

  
KALPESH PATEL  
(Owner)



From: Sourabh Sharma [mailto:sourabhsharma@indicaindustries.com]  
Sent: 25 September 2019 15:55  
To: 'Mitesh Kalgivala'  
Cc: 'Dulal Dutta'; 'Avinash Kantroo'  
Subject: RE: Sustainable Policy

Dear Sir,

This has reference to your email of date regarding the subject. We are pleased to attached duly signed Declaration for you ready reference.

Kind Regards,

Sourabh Sharma  
Sr. Marketing Executive  
Indica Industries Pvt. Ltd.  
C-6, Sector-63, Noida, U.P. 201301- India  
T. +91 120-4347550-54 Ext. 204 M. + 91 9555800790  
E. [sourabhsharma@indicaindustries.com](mailto:sourabhsharma@indicaindustries.com) [www.indicaindustries.com](http://www.indicaindustries.com)

Please do not print this email unless it is absolutely necessary.

Save Paper, Save Trees, Save Planet, Save Life.

संरक्षित कागज, वृक्ष संरक्षित, ग्रह संरक्षित, जीवन संरक्षित।

From: Mitesh Kalgivala [mailto:mmiteshkalgivala@co.in]  
Sent: Wednesday, September 25, 2019 2:53 PM  
Cc: Dulal Dutta  
Subject: Sustainable Policy  
Importance: High

Dear Sir,

Our Company has embarked on the path of Sustainable procurement to ensure that purchasing reflects broader goals linked to resource efficiency, climate change, social responsibility and economic resilience. T

**INDICA INDUSTRIES PRIVATE LIMITED**

C-6, Sector-63, Noida - 201 301 U.P.  
Tel.: 91-120-4347550 / 51 / 52 / 53 / 54  
Fax : 91-120-4347558  
E-mail : [info@indicaindustries.com](mailto:info@indicaindustries.com)  
**CIN U28299DL1984PTC017752**

To: 25/09/19  
M/s. Gujarat Fluorochemicals Limited

**Declaration on Sustainable Procurement**

This is to declare that we have gone through Gujarat Fluorochemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of the said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

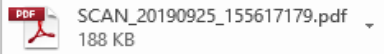
With Regards,

for Indica Industries Pvt Ltd.

Avinash Kantroo

General Manager- Marketing





From: ashok trivedi <[ashok.trivedi@yahoo.co.in](mailto:ashok.trivedi@yahoo.co.in)>

Sent: 25 September 2019 16:29

To: Mitesh Kalgiwala; Dulal Dutta

Subject: Fw: DECLARATION ON SUSTAINABLE PROCUREMENT / Re: Sustainable Policy

Dear sirs

Forwarding declaration letter as require by you

[Sent from Yahoo Mail on Android](#)

----- Forwarded message -----

From: "John R. Mascarenhas ( AGM - Marketing .)" <[john@unitopgroup.com](mailto:john@unitopgroup.com)>

To: "[rad\\_trivedi@yahoo.co.in](mailto:rad_trivedi@yahoo.co.in)" <[rad\\_trivedi@yahoo.co.in](mailto:rad_trivedi@yahoo.co.in)>, "[mkkalgiwala@gfl.co.in](mailto:mkkalgiwala@gfl.co.in)" <[mkkalgiwala@gfl.co.in](mailto:mkkalgiwala@gfl.co.in)>

Cc: "BB Shetty" <[bbshetty@unitopgroup.com](mailto:bbshetty@unitopgroup.com)>, "AT Mirajkar" <[atmiraikar@unitopgroup.com](mailto:atmiraikar@unitopgroup.com)>

Sent: Wed, 25 Sep 2019 at 4:17 PM

Subject: DECLARATION ON SUSTAINABLE PROCUREMENT / Re: Sustainable Policy

DEAR MR. TRIVEDI

PLEASE FORWARD THE ATTACHED LETTER COPY TO GFL.

**DECLARATION ON SUSTAINABLE PROCUREMENT POLICY**

*With regards....*

John R. Mascarenhas ( AGM - Marketing )

**Unitop Chemicals Pvt.Ltd.,**

Unitop House, East West Estate, Safed Pool, Sakinaka, Mumbai - 400072.

Tel. +91 22 28529800 / 9812 Cell. +91 9004087336,

Email: [john@unitopgroup.com](mailto:john@unitopgroup.com) web: [www.unitopchemicals.com](http://www.unitopchemicals.com)

---

From: ashok trivedi <[rad\\_trivedi@yahoo.co.in](mailto:rad_trivedi@yahoo.co.in)>



**UNITOP CHEMICALS PVT. LTD.**

UNITOP HOUSE, East West Estate, Safed Pool, Andheri-Kurla Road,  
Mumbai - 400 072. India. CIN No.: U24110MH1980PTC022967 / GSTIN : 27AAACU1406F2ZR  
Registered Office.: Plot No. A-18, M. I. D. C., Patalganga, Dist. Raigad - 410 220, Maharashtra.  
Tel.: +91-22-2852 9800 • Fax : +91-22-2851 3247  
E-mail : sales1@unitopgroup.com, export@unitopgroup.com  
Web.: www.unitopchemicals.com



Ref: 2019-20/0925

Date: 25.09.2019

To:

Gujarat Fluorochemicals Limited.

GUJARAT.

**Declaration on Sustainable Procurement**

This is to declare that we have gone through Gujarat Fluorochemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of the said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

With Regards,

For UNITOP CHEMICALS PVT. LTD.



B.B. SHETTY – DIRECTOR.



 image001.emz 20 KB	 Declaration- Deeaar.pdf 157 KB	 Declaration - Labort.pdf 153 KB
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To: 'Mitesh Kalgivala'  
Cc: 'Dulal Dutta'; [info@laboratorychemical.net](mailto:info@laboratorychemical.net)  
Subject: RE: Sustainable Policy


Dear Sir,

Please find attached Declaration on Sustainable Procurement

Thanks,  
Regards,  
Nency Doctor



**LABORT FINE CHEM PVT LTD**  
An ISO 9001:2015 Certified by TUV SUD

703,704 ICON BUSINESS CENTRE,  
OPP. CENTRAL MALL,  
NEXT TO VELENTINE CINEMA,  
DUMAS ROAD,  
SURAT - 395 007, GUJARAT, INDIA. 

PH.: 0091-261-2472670/2461692  
FAX: 0091-261-2475388

E-mail: [info@laboratorychemical.net](mailto:info@laboratorychemical.net)  
Web Site: [www.laboratorychemical.net](http://www.laboratorychemical.net)

**From:** Mitesh Kalgivala [<mailto:mkkalgivala@gfl.co.in>]  
**Sent:** Wednesday, September 25, 2019 02:53 PM  
**Cc:** Dulal Dutta  
**Subject:** Sustainable Policy  
**Importance:** High

**Deeaaar Laboratories DR**  
Speciality and customized Chemicals

Date-26.09.2019

To,  
Gujarat Fluorochemicals Limited

**Declaration on Sustainable Procurement**

This is to declare that we have gone through Gujarat Fluorochemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of the said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

Thanks,

With Regards,

FOR DEEAAR LABORATORIES

  
AUTHORISED SIGNATORY



Date-26.09.2019

To,  
Gujarat Fluorochemicals Limited

**Declaration on Sustainable Procurement**

This is to declare that we have gone through Gujarat Fluorochemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of the said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

Thanks,

With Regards,

For LABORT-FINE CHEM PVT. LTD

  
Authorized Signatory



We create chemistry

To

Gujarat Fluorochemicals Limited

**Declaration on Sustainable Procurement**

This is to declare that we have gone through Gujarat Fluorochemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of the said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

With Regards,



Anand Kalyanam  
Business Manager



**RishiChem Distributors Pvt. Ltd.**

Reg. Office : A-701, Citi Point,  
J.B. Nagar, Andheri-Kurla Road,  
Andheri (East), Mumbai - 400 059, India  
Tel : +91-22-4040 3200  
Fax : +91-22-2626 6617  
E-mail : info@rishichem.com  
CIN NO : U51900MH1998PTC115640  
[www.rishichem.com](http://www.rishichem.com)

To

Gujarat Fluorochemicals Limited

**Declaration on Sustainable Procurement**

This is to declare that we have gone through Gujarat Fluorochemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of the said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

With Regards,

For RISHICHEM DISTRIBUTORS PVT. LTD.

  
.....Director/Authorised Signatory

(Owner/MD/CEO/COO)



**GLOBAL**   
**ADSORBENTS PVT. LTD.**

Phone : 033 2283 2266 (5 Lines)  
Fax : 033 2283 2271  
e-mail : info@globaladsorbents.com  
Website : www.globaladsorbents.com  
CIN No. : U24211WB2000PTC092554

**(ACTIVATED CARBON COMPANY)**  
H. O. : 216, A. J. C. BOSE ROAD, 3RD FLOOR, KOLKATA - 700 017

To

Gujarat Fluor chemicals Limited

**Declaration on Sustainable Procurement**

This is to declare that we have gone through Gujarat Fluor chemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of the said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

With Regards,

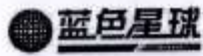
GLOBAL ADSORBENTS PVT. LTD.  
*Jahita Nandi*

..... Director  
{Owner/MD/CEO/COO}

Branches : Mumbai, Delhi, Hyderabad, Ahmedabad, Jaipur  
Works :  
5-115/1, Gundlapochampally, Medchal - Malkajgiri, Dist. (T. S.) Pin - 500014 Phone : +91 897788-3328  
Regd. Office : 4, Synagogue Street, 6th Floor, Kolkata - 700 001

IAS-ANZ





**江苏蓝色星球环保科技股份有限公司**

**Jiangsu Bluestar Green Technology Co., Ltd**

No.99 North Danyang-Men Road Jintan Changzhou City Jiangsu

Province China 213200

Tel: 86 519 82822865

Email: [kmciwh@163.com](mailto:kmciwh@163.com)

Fax: 86 519 82888005

[www.bluestarqtc.com](http://www.bluestarqtc.com)

To

Gujarat Fluorochemicals Limited

**Declaration on Sustainable Procurement**

This is to declare that we have gone through Gujarat Fluorochemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of tge said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

With Regards,

Wang Hao



.....

(MD)

Jiangsu Bluestar Green Technology Co.Ltd

Sep 10,2019

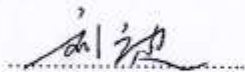
**LUXI**

To

Gujarat Fluorochemicals Limited

This is to declare that we have gone through Gujarat Fluorochemicals Limited Sustainable Procurement Policy and having understood the same we accept to the provisions of the said Policy and do hereby declare that we will take all necessary action to abide by the same in true letter and spirit in our organization and supply chain.

With Regards,



(Owner/MD/CEO/COO)

*For and on behalf of*  
**LIAOCHENG RUIJIN (HONG KONG) CO., LIMITED**  
**聯成瑞錦(香港)有限公司**  
**LIAOCHENG RUIJIN (HONG KONG) CO., LIMITED**

.....  
*Authorized Signature(s)*

Shipping, Transport, Clearing, Forwarding & Customs Broker



**Meridian**  
FREIGHT FORWARDERS PVT. LTD.

Date: 03.07.2020.

To,  
The Chief Commercial Officer,  
Gujarat Fluorochemicals Ltd,  
Noida.

**DECLARATION: SUSTAINABLE PROCUREMENT POLICY CODE OF CONDUCT DECLARATION**

I, Mr. Harish G Tank on behalf of Meridian Freight Forwarders Pvt Ltd confirm that I have gone through the Guidelines on Sustainable Procurement & Code of Conduct of Gujarat Fluorochemicals Limited and having understood the same I declare that our company will not engage in any activity, practice or conduct which are in contravention of the clauses of the Guidelines.

In case of any violation or intended violation by any party, I will report immediately the same to you.

Yours faithfully,  
For Meridian Freight Forwarders Pvt Ltd



Harish G Tank  
(Manager Finance & Admin)

**Meridian House**  
Plot No. 50, Sector-8, B. M. Petrol Pump Road, Nr. Chamber of Commerce, Gandhidham - 370201.  
Tel.: +91-2836-236704, 233981, 297271, Fax : +91-2836-230701, 234858, E-mail : spshetty@meridianforwarders.com

820, Siddharth Complex, R.C. Dutt Road,  
Alkapuri, Baroda - 390007 Gujarat, India  
T: +91-265-2325024 F: +91-265-2325034  
E-mail: info@syguruaace.com  
Website: www.syguruaace.com

Academy for Conservation of Energy

ISO 9001:2015 Certified



ACE/GFL-SUSTAINABLE-POLICY/2006/20-21

20-06-2020

To,

The chief commercial officer

GFL,

**DECLARATION: SUSTAINABLE PROCUREMENT POLICY CODE OF CONDUCT DECLARATION**

I, SOM DERASHRI, on behalf of SyGuru Innovators Pvt. Ltd. confirm that I have gone through the guidelines on Sustainable Procurement & Code of Conduct of Gujarat Fluorochemicals Limited and having understood the same I declare that our company will not engage in any activity, practice or conduct which are in confrontation of the clauses of the guidelines.

In case of any violation or intended violation by any party, I will report immediately the same to you.

Sign

Designation: CEO

Seal:



**SYNERGY WITH ENERGY**

- Energy Audits - BEE Accredited and PAT Authorized • ESCO Empanelled • Internationally recognized & certified CEM and CMVP, AEE - USA
- Condition Monitoring - Thermography, Motor Current Signature Analysis, Vibration Analysis, Ultrasonic Leak Detection, Flow Measurements
- Equipment Efficiency Analysis - Compressors (Air & Ref), HVAC, Boiler - Furnace, Cooling Tower, Pumps - Blowers, Heat Exchangers, Turbines
- Trainings, Seminars & Workshops on Energy Conservation and CBM - PdM • Troubleshooting and Implementation of Energy Saving Projects

## Chapter 5 - Supplier Audit

Supplier Audit is tool, using which we Gujarat Fluorochemicals Limited are monitoring and assessing vendors to adhere our company policies and specification in accordance which is in with accordance global environment and CSR guidelines.

As part of supplier audit, GFL team visit supplier manufacturing facility, to check and verify all act in accordance with an agreement with Gujarat Fluorochemicals Limited

Following is Supplier Audit plan for Year 2019

S.No.		Name of Supplier	Location	Type (RM/PM)	Material Supplied	Year 2017	Year 2018	Year 2019	Remarks			
1					TIME TECHNOPLAST LTD.	SILVASSA	PM	PPCP DRUM	●	●	○	
2					ABHISHRI PACKAGING PVT LTD	SILVASSA	PM	PPCP DRUM	●	●	○	
3					J S CORRUPACK PVT LTD	VADODARA	PM	CORRUGATED BOX	●	●	○	
4					INDUSTRIAL PACKING PRODUCTS	DAMAN	PM	CORRUGATED BOX			○	
5					NOVEX POLY FILMS PVT LTD	DAMAN	PM	LDPE LINER			○	
Legend					Plan	○	Done	●				

Following is supplier Audit report for year 2018 Abhishri Packaging Pvt Ltd

**SUPPLIER QUALITY SYSTEM AUDIT REPORT**

<b>Company Name</b>	Abhishree Packaging Pvt Ltd, Silvassa
<b>Division</b>	Silvassa
<b>Address Line 1</b>	Plot No. 2, Survey No. 100/20F,
<b>Address Line 2</b>	Khandoli
<b>City, State</b>	Silvassa-396230, U.T. of Dadra & Nagar Haveli
<b>Contact No.</b>	0240-2699104/103, Mobile: +919974060219
<b>Fax No.</b>	-
<b>E-Mail</b>	gand@abhishree.com
<b>Type of business (Manufacturing/trading)</b>	Manufacturing
<b>Total Manpower (Management /Staff / Material(S) of interest</b>	113 No. (10 + 47 + 56 + 200)
<b>Date of Audit</b>	20.12.2018
<b>Person Contacted (Name &amp; Position)</b>	Mr Rajendra A, Plant Head
<b>Infrastructure (Production capability)</b>	Mr Vishwanath Chaturvedi, Production Manager 20 Moulding machine – Imported & Indegenous, 1 Blow Moulding line 1 Extruders for extruded drum, 3 printing line.
<b>Testing capability (Testing equipments)</b>	Compression set tester, Vibration tester, drop tester, leak detection test facility, welding test facility, Vernier caliper, height gauge, MFI tester.
<b>Major Customers</b>	Samsonts, American tourister luggage bags, Symphony Cooler, Thermax Ltd, HFCL, Pidilite, Sigma Chemicals, Avantor Performance Matrxial

**Audit Results:**

<b>System Audit Rating</b>	71.2%
<b>ISO 9001 certification</b>	ISO9001:2015 by TUV NORD
<b>Other certifications if any</b>	NA
<b>Name of Auditor</b>	Maysur Patel

**Rating System:**

This audit involves 10 categories. For each parameter, the rating system assigns a value of 0 to 5 associated within a range of unacceptable to excellent judgment respectively. The cumulative score of the audit will be a measure of the supplier's compliance with GFL's standards of Quality Assurance.

**Rating Points:**

Rating	Description
0	No system / no results is evident
1	No system, new business set up but some results evident
2	System defined, Positive trends in most areas with proper evidences
3	System defined, good in major areas, evidence available for results, minor deviation
4	System defined & properly implemented, excellent in major areas, no deviation.
5	Sustainable system and sustainable results, prevention system in place and positive approach for improvement and development.

Category	Checkpoints	Max Score	Actual Score
1	<b>Section 1 - Organization</b>		
	i. Is the Quality function formally organized?	5	5
	ii. Does the Quality function report at a level to give them the authority to carry out their	5	4
	iii. Does the Quality have the authority to stop work or shipment of a product?	5	4
	iv. Is a system established for the review and reporting of Customer Complaints?	5	3
2	<b>Section 2 - Quality Program</b>		
	i. Is a formal Quality Manual/Plan in effect?	5	5
	ii. Are procedures included in the manual or otherwise documented?	5	4
	iii. Are Quality Manuals and procedures distributed / displayed to personnel sufficiently?	5	3
	iv. Are Quality Manuals and procedures reviewed and/or upgraded regularly (at least once in 2 years)?	5	3
3	<b>Section 3 - Document Control</b>		
	i. Is a system in effect to assure that the latest applicable drawing, specification, or instruction is	5	4
	ii. Are applicable material and/or process specification on file?	5	3
	iii. Do Supplier's change control records contain date of change or revision?	5	4
	iv. Is there a system for precluding the use of obsolete documents?	5	4
4	<b>Section 4 - Purchased Material</b>		
	i. Are results of inspection clearly stated and documented in the receiving inspection records?	5	3
	ii. Is rejected material/parts identified and segregated to prevent usage?	5	3
	iii. Are written dispositions made on rejected material?	5	3
	iv. Is written notification of rejection and disposition provided to sub-suppliers?	5	3
	v. Are sub-suppliers required to submit written corrective actions?	5	3
	vi. Are receipts of Material Certifications verified and compared to applicable Specifications?	5	4
	vii. Is there a program for the evaluation of sub-suppliers (i.e. supplier audits, etc.)?	5	3
5	<b>Section 5 - Inspection</b>		
	i. Are In-Process Inspection performed and results documented?	5	4
	ii. Are Final Inspection performed and results documented?	5	4
	iii. Is finished product sampled & inspected to quality meets customer requirements?	5	4
	iv. Is inspection procedures provided to personnel performing inspections?	5	4
	v. Are control characteristics verified & recorded through inspection system?	5	4
	vi. Is repaired or sorted material re-inspected prior to release?	5	3
	vii. Are all inspected lots clearly identified as to status (approved, on-hold, rejected, etc.)?	5	3
	viii. Are reasons for rejection documented and attached to the rejected material?	5	3
	ix. Are Quality records identifiable & available in order to trace material / part to a specific lot (job)?	5	4
	x. Is the Record Retention period specified? (At least one year)?	5	4
6	<b>Section 6 - Non-Conforming Material</b>		
	i. Is nonconforming material/product identified and segregated to prevent usage?	5	4
	ii. Are dispositions of nonconforming material/product documented?	5	3
	iii. Is corrective action verified?	5	3
	iv. Is nonconforming material reviewed to identify and prioritize significant or repetitive problems?	5	3
7	<b>Section 7 - Corrective Action &amp; preventive action</b>		
	i. Does a system exist for analyzing data to determine root cause of nonconformance to specification?	5	4
	ii. Does a system exist for documenting and reporting corrective action?	5	3
	iii. Does a system exist for follow-up evaluation of corrective action taken for prevention?	5	3
	iv. Does a system exist for submission of Corrective action and preventive action report to Customer?	5	4
	v. Has Corrective action and preventive action been verified for effectiveness?	5	3
8	<b>Section 8 - Measuring and Test Equipment Facilities</b>		
	i. Is there a written procedure for the calibration of measuring and test equipment with frequency?	5	5
	ii. Does the system provide for the Documented results of Inspections and calibrations?	5	5
	iii. Does the system provide for the Traceability to the National Physical Laboratory or NABL?	5	5
	iv. Is the calibration status indicated for each device?	5	5
	v. Does procedure provide for the disposition of equipment found to be out of calibration?	5	3
9	<b>Section 9 - Statistical Method</b>		
	i. Is SPC (Statistical Process Control) utilized for significant product/process characteristics?	5	2
	ii. In cases where process control has not been achieved, is there a plan to eliminate out-of-control	5	2
	iii. In cases where the process is in control, but capability has not been demonstrated, is there a plan to	5	2
	iv. Is appropriate action (i.e., 100% inspection) being taken to prevent shipment when statistical	5	2
10	<b>Section 10 - General Requirements</b>		
	i. Are parts/material properly packaged to ensure receipt of an undamaged high quality product?	5	4
	ii. Do material currently being supplied, is as per the latest Initial Sample approvals?	5	5
	iii. Have Supplier personnel received training on customer requirements, complaints & CAPA?	5	3
Total Maximum score		250	
Total achieved score		178	
Total applicable Score		250	
Percentile Rating		71.2	
		250	178

<b>Improvement plan</b>			
Sr. No.	Areas for Improvement	Responsibility	Target date
1	Clean rings storage on dirty floor it may chance dust & free contamination mix up with clean rings.	Mr Rajendra A	
2	Inspection Data not available after cleaning in clean room.	Mr Rajendra A	
3	There is small flashes found with drums/rings & lids.	Mr Rajendra A	
4	Poor housekeeping observed in clean room.	Mr Rajendra A	
5			

<b>Supplier Quality System Deficiency Report</b>	
<b>Supplier:</b>	<b>Location:</b>
<b>Audit Date:</b>	<b>Auditor:</b>
<b>Response Date:</b>	<b>Completion Date:</b>
<b>Quality System Audit Deficiency:</b>	
<b>Cause of Deficiency:</b>	
<b>Corrective Action:</b>	
<b>On Site Verification Required: No</b>	
<b>Auditor: Date :</b>	
<b>Audit deficiency Closed: Yes / No</b>	
<b>Auditor: Date :</b>	

## Time Technoplast Limited

**SUPPLIER QUALITY SYSTEM AUDIT REPORT**

Company Name	Time Technoplast LTD.
Division	Selvassa, Gujarat
Address Line 1	Plot no. 325/1, 326/1
Address Line 2	Velugam
City, State	Selvassa, Gujarat
Contact No.	9904808207
Fax No.	-
E-Mail	manoj.chandnani@timetechnoplast.com
Type of business (Manufacturing/trading)	Manufacturing
Total Manpower (Management /staff /)	373
Material(S) of interest	Pails / Drums (PPCP)
Date of Audit	19.12.2018
Person Contacted (Name & Position)	Mr. Debasis Mohanty Manager ( QC )
Infrastructure (Production capability)	12 number of Moulding machines
Testing capability (Testing equipments)	All for dimension checking, drop test, vibration test, stack test, leak test etc

**Audit Results:**

System Audit Rating	70.80%
ISO 9001 certification with period of	Yes available
Other certifications if any	
Name of Auditor	Mayur Patel

**Rating System:**

This audit involves 10 categories. For each parameter, the rating system assigns a value of 0 to 5 associated within a range of unacceptable to excellent judgment respectively. The cumulative score of the audit will be a measure of the supplier's compliance with GFL's standards of Quality Assurance.

**Rating Points:**

Rating	Description
0	No system / no results is evident
1	No system, new business set up but some results evident
2	System defined, Positive trends in most areas with proper evidences
3	System defined, good in major areas, evidence available for results, minor deviation
4	System defined & properly implemented. Excellent in major areas, no deviation.
5	Sustainable system and sustainable results, prevention system in place and positive approach for improvement and development.

Category	Checkpoints	Max Score	Actual Score
1	<b>Section 1 - Organization</b>		
	i. Is the Quality function formally organized?	5	5
	ii. Does the Quality function report at a level to give them the authority to carry out their	5	3
	iii. Does the Quality have the authority to stop work or shipment of a product?	5	4
2	<b>Section 2 - Quality Program</b>		
	iv. Is a system established for the review and reporting of Customer Complaints?	5	3
	i. Is a formal Quality Manual/Plan in effect?	5	5
	ii. Are procedures included in the manual or otherwise documented?	5	4
3	<b>Section 3 - Document Control</b>		
	iii. Are Quality Manuals and procedures distributed / displayed to personnel sufficiently?	5	4
	iv. Are Quality Manuals and procedures reviewed and/or upgraded regularly (at least once in 2 years)?	5	3
	iv. Is there a system for precluding the use of obsolete documents?	5	3
4	<b>Section 4 - Purchased Material</b>		
	i. Are results of inspection clearly stated and documented in the receiving inspection records?	5	3
	ii. Is rejected material/parts identified and segregated to prevent usage?	5	4
	iii. Are written dispositions made on rejected material?	5	3
	iv. Is written notification of rejection and disposition provided to sub-suppliers?	5	3
	v. Are sub-suppliers required to submit written corrective actions?	5	3
	vi. Are receipts of Material Certifications verified and compared to applicable Specifications?	5	3
5	<b>Section 5 - Inspection</b>		
	vii. Is there a program for the evaluation of sub-suppliers (i.e. supplier audits, etc.)?	5	4
	i. Are In-Process Inspection performed and results documented?	5	3
	ii. Are Final Inspection performed and results documented?	5	4
	iii. Is finished product sampled & inspected to quality meets customer requirements?	5	4
	iv. Is inspection procedures provided to personnel performing inspections?	5	3
	v. Are control characteristics verified & recorded through inspection system?	5	3
	vi. Is repaired or sorted material re-inspected prior to release?	5	3
	vii. Are all inspected lots clearly identified as to status (approved, on-hold, rejected, etc.)?	5	3
	viii. Are reasons for rejection documented and attached to the rejected material?	5	3
6	<b>Section 6 - Non-Conforming Material</b>		
	ix. Are Quality records identifiable & available in order to trace material / part to a specific lot (job)?	5	4
	x. Is the Record Retention period specified? (At least one year)?	5	4
	i. Is nonconforming material/product identified and segregated to prevent usage?	5	3
7	<b>Section 7 - Corrective Action &amp; preventive action</b>		
	ii. Are dispositions of nonconforming material/product documented?	5	3
	iii. Is corrective action verified?	5	3
	iv. Is nonconforming material reviewed to identify and prioritize significant or repetitive problems?	5	3
8	<b>Section 8 - Measuring and Test Equipment Facilities</b>		
	i. Does a system exist for analyzing data to determine root cause of nonconformance to specification?	5	3
	ii. Does a system exist for documenting and reporting corrective action?	5	3
	iii. Does a system exist for follow-up evaluation of corrective action taken for prevention?	5	3
	iv. Does a system exist for submission of Corrective action and preventive action report to Customer?	5	4
9	<b>Section 9 - Statistical Method</b>		
	v. Has Corrective action and preventive action been verified for effectiveness?	5	3
	i. Is there a written procedure for the calibration of measuring and test equipment with frequency?	5	5
	ii. Does the system provide for the Documented results of inspections and calibrations?	5	5
	iii. Does the system provide for the Traceability to the National Physical Laboratory or NABL?	5	5
10	<b>Section 10 - General Requirements</b>		
	iv. Is the calibration status indicated for each device?	5	5
	v. Does procedure provide for the disposition of Equipment found to be out of calibration?	5	3
	i. Is SPC (Statistical Process Control) utilized for significant product/process characteristics?	5	2
10	<b>Section 10 - General Requirements</b>		
	ii. In cases where process control has not been achieved, is there a plan to eliminate out-of-control	5	3
	iii. In cases where the process is in control, but capability has not been demonstrated, is there a plan to	5	2
10	<b>Section 10 - General Requirements</b>		
	iv. Is appropriate action (i.e., 100% inspection) being taken to prevent shipment when statistical	5	3
	i. Are parts/material properly packaged to ensure receipt of an undamaged high quality product?	5	4
10	<b>Section 10 - General Requirements</b>		
	ii. Do material currently being supplied, is as per the latest Initial Sample approvals?	5	5
	iii. Have Supplier personnel received training on customer requirements, complaints & CAPA?	5	4
Total Maximum score		250	
Total achieved score		177	
Total applicable Score		250	
Percentile Rating		70.8	
		250	177

<i>Improvement plan</i>			
Sr. No.	Areas for Improvement	Responsibility	Target date
1	There is inspection data available after drums/rings/lids cleaning but no data available after rework.	Mr. Debasis Mohanty	
2	Housekeeping should be improved in clean room area.	Mr. Debasis Mohanty	
3	Scratch mark increase on Jars & control in need of attention.	Mr. Debasis Mohanty	
4			
5			

<i>Supplier Quality System Deficiency Report</i>	
<i>Supplier:</i>	<i>Location:</i>
<i>Audit Date:</i>	<i>Auditor:</i>
<i>Response Date:</i>	<i>Completion Date:</i>
<i>Quality System Audit Deficiency:</i>	
<i>Cause of Deficiency:</i>	
<i>Corrective Action:</i>	
On Site Verification Required: No	
Auditor: Date :	
Audit deficiency Closed: Yes / No	
Auditor: Date :	

## J S Corrupack Pvt Ltd



## GUJARAT FLUORO CHEMICALS LTD. (Dahej Complex)

## SUPPLIER QUALITY SYSTEM AUDIT REPORT

Company Name	J S CORRUPACK PVT LTD.
Division	Vadodara
Address Line 1	194/B,Nr.Bahutha Bus Stand.
Address Line 2	Vadodara Savli Road,Tal:Savli,
City, State	Dist:Vadodara, Gujarat, India.
Contact No.	+91 9825604443
Fax No.	-
E-Mail	pnshah@jscorruptack.com; romiloukht@vesho.co.in
Type of business (Manufacturing/trading)	Manufacturing
Total Manpower (Management /staff /)	
Material(S) of interest	Corrugated Box
Date of Audit	20.12.2018
Person Contacted (Name & Position)	Mr Ritesh Shah (Director)
Infrastructure (Production capability)	5 layer Corrugation machine, sheet pasting machine, Semi auto flute laminator, Rotary creasing & cutter machine, Printer & Slotter machine, Platen punching machine, bed punching machine, auto folder gluer machine etc.
Testing capability (Testing equipments)	BS tester, CS tester, Crush tester, BF tester, Torque tester, weighing machine, digital thermometer.
Major Customers	Amul Dairy, Crescent Lab, Vibro Pharma P Ltd, TOTO India, Piramal Glass, Amvian Automotive

## Audit Results:

System Audit Rating	74%
ISO 9001 certification	ISO9001:2005 by DNV
Other certifications if any	ISO 14001:2004 by DNV
Name of Auditor	Dr A D Purohit

## Rating System:

This audit involves 10 categories. For each parameter, the rating system assigns a value of 0 to 5 associated within a range of unacceptable to excellent judgment respectively. The cumulative score of the audit will be a measure of the supplier's compliance with GFL's standards of Quality Assurance.

## Rating Points:

Rating	Description
0	No system / no results is evident
1	No system, new business set up but some results evident
2	System defined, Positive trends in most areas with proper evidences
3	System defined, good in major areas, evidence available for results, minor deviation
4	System defined & properly implemented. Excellent in major areas, no deviation.
5	Sustainable system and sustainable results, prevention system in place and positive approach for improvement and development.

Category	Checkpoints	Max Score	Actual Score
1	<b>Section 1 - Organization</b>		
	i. Is the Quality function formally organized?	5	5
	ii. Does the Quality function report at a level to give them the authority to carry out their responsibility?	5	4
	iii. Does the Quality have the authority to stop work or shipment of a product?	5	3
	iv. Is a system established for the review and reporting of Customer Complaints?	5	3
2	<b>Section 2 - Quality Program</b>		
	i. Is a formal Quality Manual/Plan in effect?	5	5
	ii. Are procedures included in the manual or otherwise documented?	5	4
	iii. Are Quality Manuals and procedures distributed / displayed to personnel sufficiently?	5	4
	iv. Are Quality Manuals and procedures reviewed and/or upgraded regularly (at least once in 2 years)?	5	4
3	<b>Section 3 - Document Control</b>		
	i. Is a system in effect to assure that the latest applicable drawing, specification, or instruction is	5	4
	ii. Are applicable material and/or process specification on file?	5	5
	iii. Do Supplier's change control records contain date of change or revision?	5	4
	iv. Is there a system for precluding the use of obsolete documents?	5	4
4	<b>Section 4 - Purchased Material</b>		
	i. Are results of inspection clearly stated and documented in the receiving inspection records?	5	4
	ii. Is rejected material/parts identified and segregated to prevent usage?	5	4
	iii. Are written dispositions made on rejected material?	5	3
	iv. Is written notification of rejection and disposition provided to sub-suppliers?	5	3
	v. Are sub-suppliers required to submit written corrective actions?	5	3
	vi. Are receipts of Material Certifications verified and compared to applicable Specifications?	5	4
	vii. Is there a program for the evaluation of sub-suppliers (i.e. supplier audits, etc.)?	5	2
5	<b>Section 5 - Inspection</b>		
	i. Are In-Process Inspection performed and results documented?	5	5
	ii. Are Final Inspection performed and results documented?	5	5
	iii. Is finished product sampled & inspected to quality meets customer requirements?	5	3
	iv. Is inspection procedures provided to personnel performing inspections?	5	3
	v. Are control characteristics verified & recorded through inspection system?	5	4
	vi. Is repaired or sorted material re-inspected prior to release?	5	3
	vii. Are all inspected lots clearly identified as to status (approved, on-hold, rejected, etc.)?	5	3
	viii. Are reasons for rejection documented and attached to the rejected material?	5	3
	ix. Are Quality records identifiable & available in order to trace material / part to a specific lot (job)?	5	4
	x. Is the Record Retention period specified? (At least one year)?	5	4
6	<b>Section 6 - Non-Conforming Material</b>		
	i. Is nonconforming material/product identified and segregated to prevent usage?	5	4
	ii. Are dispositions of nonconforming material/product documented?	5	3
	iii. Is corrective action verified?	5	3
	iv. Is nonconforming material reviewed to identify and prioritize significant or repetitive problems?	5	3
7	<b>Section 7 - Corrective Action &amp; preventive action</b>		
	i. Does a system exist for analyzing data to determine root cause of nonconformance to specification?	5	4
	ii. Does a system exist for documenting and reporting corrective action?	5	3
	iii. Does a system exist for follow-up evaluation of corrective action taken for prevention?	5	2
	iv. Does a system exist for submission of Corrective action and preventive action report to Customer?	5	3
	v. Has Corrective action and preventive action been verified for effectiveness?	5	3
8	<b>Section 8 - Measuring and Test Equipment Facilities</b>		
	i. Is there a written procedure for the calibration of measuring and test equipment with frequency?	5	5
	ii. Does the system provide for the Documented results of inspections and calibrations?	5	5
	iii. Does the system provide for the Traceability to the National Physical Laboratory or NABL?	5	5
	iv. Is the calibration status indicated for each device?	5	5
	v. Does procedure provide for the disposition of equipment found to be out of calibration?	5	3
9	<b>Section 9 - Statistical Method</b>		
	i. Is SPC (Statistical Process Control) utilized for significant product/process characteristics?	5	3
	ii. In cases where process control has not been achieved, is there a plan to eliminate out-of-control conditions?	5	3
	iii. In cases where the process is in control, but capability has not been demonstrated, is there a plan to	5	3
	iv. Is appropriate action (i.e., 100% inspection) being taken to prevent shipment when statistical evidence demonstrates an out-of-spec condition?	5	3
10	<b>Section 10 - General Requirements</b>		
	i. Are parts/material properly packaged to ensure receipt of an undamaged high quality product?	5	5
	ii. Do material currently being supplied, is as per the latest Initial Sample approvals?	5	5
	iii. Have Supplier personnel received training on customer requirements, complaints & CAPA?	5	3
Total Maximum score		250	185
Total achieved score		185	
Total applicable Score		250	
Percentile Rating		74	

<b>Improvement plan</b>			
Sr. No.	Areas for Improvement	Responsibility	Target date
1	Cleanliness to b improved. Cobwebs in production area to be removed periodically.	Ritesh Shah	
2	Corrective action effectiveness to be reviewed regularly	Ritesh Shah	-
3	GFL requirement shall be known tyo all shop floor workmen	Ritesh Shah	
4			
5			

<b>Supplier Quality System Deficiency Report</b>	
Supplier:	Location:
Audit Date:	Auditor:
Response Date:	Completion Date:
Quality System Audit Deficiency:	
Cause of Deficiency:	
Corrective Action:	
On Site Verification Required: No	
Auditor: Date :	
Audit deficiency Closed: Yes / No - Not applicable	
Auditor: Date :	

## Material Analysis Report:

Gujarat Fluorochemicals Limited is having state of Art testing facility, in which we are checking all incoming material for necessary compliance / specifications as provided by GFL.

We are also checking any noncompliance regarding REACH and usage of conflict minerals (Tin, Tungsten, Titanium and Gold), in case of any finding, we will get detail of procurement from our supplier as per policy and guideline publish by Gujarat Fluorochemicals Limited

Material Analysis Report Calcium Carbonate (CaCO<sub>3</sub>)

	<b>Gujarat Fluorochemicals Ltd, Dahej Unit</b> Plot No: 12/A GIDC Industrial Area, Dahej – Dist:Bharuch–Gujarat-392130 Phone : (02641) 618018 ISO 9001:2015 / 14001:2015 / OHSAS 18001:2007
	Doc.No.:QAD/CA/F/14

Revision No : 03

Calcium Carbonate[CaCO <sub>3</sub> ]	
Report No	CA19I26G01/CaCO <sub>3</sub>
Supplier Name	M/s. MARUTI LIME CHEM IND.
Vehicle No	RJ-07GA-5467
Quantity	29.38 MT
Sampling Date	26.09.2019
Analysis Date	26.09.2019


## ANALYSIS REPORT

Sr.No	Parameter	Specification	Test Method	Test Results
01	Appearance	White to Grey Solid Stone	--	Complies
02	Purity, % (CaCO <sub>3</sub> )	94.00 Min.	Titration	94.79
03	CaO %	52.0 Min.	Titration	53.08
04	MgCO <sub>3</sub> %	2.10 Max.	Titration	1.74
05	MgO %	1.00 Max.	Titration	0.83
06	SIZE; MM	-	--	
	20-40 mm	90 % min	Sieve analysis	93.87
	< 20 mm	5 % max		3.52
	>40 mm	5 % max		2.61


Remarks: The material is approved.

This certificate has been generated electronically and is valid without signature


## Material Analysis Report PPCP Drums

QAD/PTFE/F/15			
		<b>GUJARAT FLUORO CHEMICALS LIMITED</b> 12/A GIDC Dahej Industrial Estate, Taluka : Vagra Dist: Bharuch, Gujarat State, PIN:392130, INDIA	
An ISO 9001, ISO 14001 & OHSAS 18001 Certified Company			
<b>ANALYSIS REPORT</b> Date: 23.09.2019			
Product Name:		<b>PPCP Circular Container -3kg</b>	
GRN No.:			
GE No.:		<b>8376</b>	
Received Qty.:		<b>1400 Units</b>	
Goods Receipt Date:		<b>23.09.2019</b>	
Supplier:		<b>ABHISHRI PACKAGING PVT LTD</b>	
Challan No.:		<b>2004</b>	
Vehicle No.:		<b>DN09U9064</b>	
Sr. No.	Parameter	Specification	Observation
1	Raw Material	Poly Propylene Copolymer (As approved by GFL)	Complies
2	Appearance	Clear transparent natural colored, unprinted, free from all visual defects, "Free from flashes" and free from external & embedded foreign particles	Complies
3	Shape	Circular	Ok
4	Diameter OD (mm)	515±5 mm	515.4
5	Height (mm)	368±5 mm	365.3
6	Weight (Average of 10 Containers/As per Sampling Plan)		
	Container	2.125±0.100 kg	2.054
	Lid	0.875±0.030 kg	0.882
	Ring	0.220±0.020 kg	0.246
	Total Weight	3.220±0.150 kg	3.182
7	Filling Capacity	60±2 liter	Ok
8	Stack Load Test	Should pass the Test	Ok
9	Drop Test	Should pass the Test	Ok
Remarks: Sr. No. 1 & 7 to 9 - are verified from supplier's COA.			
<b>Status:</b>		<b>Approved</b>	
Sr.Manager (QA) Manufacturer's Authorized Representative Phone - +91 2641 618078 , Fax- +91 2641 618012 E.mail - adpurohit@gfl.co.in This certificate has been generated electronically and is valid without signature.			

## Material Analysis Report Corrugated Packing

 <b>GUJARAT FLUORO CHEMICALS LIMITED, DAHEJ COMPLEX</b> 12/A GIDC Dahej industrial Estate, Taluka : Vagra, Bharuch (Gujarat) QUALITY MANAGEMENT SYSTEM		QAD/PTFE/F/15	
An ISO 9001:2008, ISO 14001:2004 & OHSAS 18001:2007 Certified Company			
<b><u>ANALYSIS REPORT</u></b>			
Date : 21/09/2019			
<b>Product Name: Corrugated Box for MP 25kg capacity</b> <b>GRN No.:</b> <b>GE No.: 8261</b> <b>Received Qty.: 2920 Units</b> <b>Goods Receipt Date: 21.09.2019</b> <b>Supplier: M/S. JS CORRUPACK P.LTD.</b> <b>Challan No.: 3409</b> <b>Vehicle No.: GJ06AU6657</b>			
Sr. No.	Parameter	Specification	Observation
1	Raw Material : Paper Quality	Imported craft paper	Complies
	Top paper	200 GSM - Imported (White craft liner)	Complies
	Fluting paper	180 GSM - Imported / Indigenous Brown	Complies
	Liner paper	340 GSM - Imported Brown	Complies
2	Flute type	B + C Flute	Complies
3	Artwork	Printed as per approved	ok
3	Number of ply in corrugation	5 No.	5 no.
4	Box side Sealing	Glue pasted. Clips not allowed.	ok
5	Inside / outside Finish	Smooth finish	ok
6	Dimensions	(500 x 400 x 340)±5 mm OD	(498x398x341) mm
7	Weight of the box	2.300 ± 0.100 kg	2.0124
<b>Sr. 1 and 2 are verified from vendor COA</b> <b>Status: <span style="color: red;">Approved</span></b>			
Sr.Manager (QA) Manufacturer's Authorized Representative Phone - +91 2641 618078, Fax- +91 2641 618012 E.mail - adpurohit@gfl.co.in This certificate has been generated electronically and is valid without signature.			

## Material Analysis Report LDPE Liner

 <b>GUJARAT FLUORO CHEMICALS LIMITED, DAHEJ COMPLEX</b> 12/A GIDC Dahej Industrial Estate, Taluka : Vagra Dist: Bharuch, Gujarat State, PIN:392130, INDIA An ISO 9001, ISO 14001 & OHSAS 18001 Certified Company				
QAD/PTFE/F/15				
<b>ANALYSIS REPORT</b>				
Product Name: <b>LDPE Liner</b> GRN No.: GE No.: <b>8287</b> Received Qty.: <b>34000 Nos.</b> Goods Receipt Date: <b>21.09.2019</b> Supplier: <b>NOVEX POLY FILMS PVT LTD</b> Challan No.: <b>2458</b> Vehicle No.: <b>GJ15UU1971</b>			Date : 21.09.2019	
Sr.No.	Parameter	Specification	Observation	
1	Appearance	Sea blue / colorless Transparent/ light color approved by GFL PTFE QA Dept. Free from loose or embedded black or other contamination	Slight Hazy, no black or any coloured contamination is present.	
2	Type	Should be any one of Type I to VI as in Sr. 3 and corresponding to Sr. 5 and 6.	Type V	
3	Thickness	Type I-V : 90 ± 15 micron Type VI : 105 ± 15 micron	83-88 micron	
4	Sealing & Openability	Single / Double uniform sealing	OK	
5	Dimensions of Liner Bags	Size Measurement :	(Length)X(Width)	
		Type I	(1100±25)X(900±20) mm	
		Type II	(800±15)X(500±10) mm	Length :998-1001 mm
		Type III	(600±20)X(400±10) mm	
		Type IV	(1050±10)X(1000±5) mm	Width :998-1002 mm
		Type V	(1000±5)X(1000±5) mm	
		(Length)X(Width)X(Gusset)		
		Type VI	(2500±25) X (2100±25) X (1050±10) mm	-
6	Average weight	Average of minimum 10 liners		
		Type I	(140-160) gm	
		Type II	(40-50) gm	
		Type III	(35-45) gm	
		Type IV	(140-160) gm	148.48 gm
		Type V	(140-160) gm	
		Type VI	(1000-1100) gm	
Remarks : <b>Accepted</b>				
Sr.Manager (QA) Manufacturer's Authorized Representative Phone - +91 2641 618078, Fax- +91 2641 618012 E.mail - adpurohit@gfl.co.in This certificate has been generated electronically and is valid without signature.				

## DQS NXT Audit Report:

GFCL partnered with DQS to implement the DQS-NEXT Supplier Audit Management Platform for its Business partner. This platform will be progressively put in place to cover all existing suppliers to review their sustainability performance. In future all the same platform will be used to evaluate new suppliers and vendors. Till date 50 major suppliers have been evaluated using this Platform.



## Audit Schedule

Audit Start Date Friday, August 21, 2020 | 2.00 pm  
 Audit End Date Friday, August 21, 2020 | 5.00 pm

Sl No	Sections	Questions	Applicable/ Not Applicable	For Information/ Rating	Attachment available	Self Evaluation			Average Score	Overall Percent age Score
						Rating (1-5)	Max Mark	Remarks (Supporting Evidences)		
1	HSE	Hazardous waste materials are handled by licensed and approved vendors.	Not Applicable	Rating	No	5	5	NA	4.58	92 %
2		Performance of ETP and Compliance related to Discharge Norms.	Not Applicable	Information	No	0	5	NA		
3		SCN, Closer Notice from any of Govt. Office	Not Applicable	Rating	No	0	5	NA		
4		Does your company have valid Consent from State Pollution Control Board?. Give a Copy	Applicable	Rating	Yes	5	5	pollution certificate attached.		
5		Is your Company a member of any Environmental groups or Organizations such as IEMA,WWF etc.	Not Applicable	Rating	No	0	5	NA		
6		Have you reported your Greenhouse gas emissions to the Carbon Disclosure Project (CDP)?	Not Applicable	Rating	No	0	5	NA		
7		Do you operate an Environmental Management System to ISO 14001, or equivalent? If Yes, please provide details, if No, please explain the reason.	Not Applicable	Rating	No	0	5	We are ISO 9001 : 2015 & ISO 15378 : 2017 certified company.		
23		Have you displayed emergency response numbers at your operational site.	Applicable	Information	No	0	5	point of view. yes, it is displayed at security gate and also in plant.		
24		Do the management team regularly review the performance and quality of the health and safety management system.	Not Applicable	Information	No	0	5	there is no separate HSE system, all these requirements are well taken care in HR & MAINT. dept.		
25		Are all your trucks fully road worthy with all lights, brakes etc with truck service records?	Not Applicable	Information	No	0	5	transportation is outsourced.		
26		Do you have Fire NOC from Concerned Govt. Authority?. Please give a copy	Applicable	Rating	No	3	5	NO		
27		Is there a fire suppression system in the working area?	Applicable	Information	No	0	5	YES		
28		Do you have a person or a team responsible for monitoring trend in health & safety performance and providing feedback to the operational staff/ distributor staff/ subcontractors. If yes, please provide the details.	Not Applicable	Information	No	0	5	NA		
29		Do you have an emergency preparedness plan available.	Applicable	Rating	No	5	5	YES, well in place.		
30		Do you hold a valid OSHA 18001/ISO45001:2018 certificate. If yes, Please give a copy	Not Applicable	Rating	No	0	5	NA		
31		Do you maintain a legal register with list of relevant local laws on health & safety.	Applicable	Rating	No	5	5	YES		
32		Are periodic health assessments conducted for your operational staff, distributor operational staff? If yes, please provide the details.	Applicable	Rating	No	5	5	YES		
33		Do you hire pregnant women and feeding mothers which are fit for your state.	Not Applicable	Rating	No	0	5	We have not come across such incident.		
34		Do you provide Health, Safety & Fire training to company employees, Contract and sub contractor workers. If yes, please provide the details.	Applicable	Rating	No	5	5	yes		
35		Do you have a company policy on employee Environment, Health & safety?	Applicable	Information	No	0	5	we have policy on QMS, GMP & EHS.		
<b>HSE Total</b>						<b>55</b>	<b>60</b>			

Sl No	Sections	Questions	Applicable/ Not Applicable	For Information/ Rating	Attachment available	Self Evaluation		Average Score	Overall Percentage Score
						Rating (1-5)	Max Mark		
1	Security	Do you conduct internal audit for checking the security system.	Applicable	Rating	No	4	5	3.75	75 %
2		Do you have CCTV covering all entrances to site/warehouse/office?	Applicable	Rating	No	5	5	Report of Audit is confidential document and cannot be shared.	
3		Do you undertake background or criminal history checks on staff?	Applicable	Information	No	0	5	Yes, we do check employee background with reference and conduct police verification at the time of hiring.	
4		Do you require any labour providers to conduct a background check on their staff?	Applicable	Information	No	0	5	Yes, labour contractor is	
5		Do you conduct security awareness programs at the site.	Applicable	Rating	No	3	5	asked to do the checks and police verification for contract labours and the report is checked.	
6		Has your company obtained certification (ISO 27000, Cyber Essentials etc) related to Information Security?	Applicable	Rating	No	3	5	Yes we do.	
7		Do you conduct periodic information security risk assessments.	Applicable	Information	No	0	5	not at local level but at a global level yes. IM function has dedicated people responsible for taking care of cyper security.	
8		Do you have a standard procedure for Breach of Security, Incident reporting & Investigation, Emergency preparedness & response.	Applicable	Information	No	0	5	Not sure	
9		Do you have a third-party liability insurance in case of collateral injury, death, or damage to property.	Applicable	Information	No	0	5	Yes we do have a procedure for the above mentioned.	
10		Do you have procedures in place for their personnel and third-parties to report allegations of improper and/or illegal conduct and to execute corrective actions. Is the perimeter fence/wall well lighted and regularly inspected?	Applicable	Information	No	0	5	Yes we do have.	
<b>Security Total</b>						<b>15</b>	<b>20</b>		
1	Business Ethics	Do you have procedures to investigate and resolve reports and allegations of unethical conduct, including disciplinary measures.	Applicable	Rating	No	4	5	4	80 %
2		Do you keep a record of allegations and incidents of unethical behaviour, including resolution and closure.	Applicable	Information	No	0	5	Yes we do have.	
3		Do you have a system in place to prevent Corruption & Bribery? If yes, please provide the details.	Applicable	Rating	No	4	5	Yes we do record them	
4		Do you have a system in place to prevent Anti-Competitive practices? If yes, please provide the details.	Applicable	Rating	No	5	5	Yes we do have, speak up and reporting system.	
5		Does your organization carry out business ethics training for your operatives? If yes, please provide details.	Applicable	Rating	No	4	5	Yes we do have, all employee who are having a potential exposure to this issue have to regularly undergo a training and assessment. This is mandatory at all levels.	
6		Is your Company ISO 37001 certified?	Applicable	Information	No	0	5	Yes we do have such trainings on periodic basis.	
7		Do you conduct internal audit on Anti-Corruption & Bribery, Conflict of Interest, Fraud, Money Laundering, Anti-competitive practices, Information Security, Whistleblower policies and processes in place. If yes, what is the frequency of conducting internal audits. When was the last audit conducted, please share the score.	Applicable	Rating	No	4	5	Not sure, could be at corporate global level.	
8		Do you have a formal process for reporting of unethical behaviour by employees, managers, suppliers and customers.	Applicable	Information	No	0	5	Yes, we do have internal and financial audits. Details cannot be shared being a private ltd company.	
9		Has your Company implemented a formal policy covering Anti-Corruption & Bribery, Conflict of Interest, Fraud, Money Laundering, Anti-competitive practices, Information Security, Whistleblower etc.	Applicable	Information	No	0	5	Yes we do have a formal procedure called Speak up	
10		Does your Company have external certifications related to business ethics issues related to Anti-Corruption & Bribery, Conflict of Interest, Fraud, Money Laundering, Anti-competitive practices, Information Security etc.	Applicable	Rating	No	3	5	Yes at a global level and the same is implemented, controlled and monitored at all levels	
<b>Business Ethics Total</b>						<b>24</b>	<b>30</b>		
1	Labour Rights	Is Maternity leave being provided as per the local law.	Applicable	Rating	No	5	5	3.92	78 %
2		Do you have a system in place to address child labour, slavery and/or human trafficking?	Applicable	Rating	No	5	5	Yes it is	
3		Do all direct employees have employment contracts in accordance with national labor laws and regulations?	Applicable	Rating	No	5	5	Yes we do have a procedure.	
4		Are the employees provided medical and accident insurance?	Applicable	Rating	No	5	5	Yes they do.	
5		Do you comply with the provision of Factories act so far as leave, overtime, weekly off.	Applicable	Rating	No	5	5	Yes they are provided	
6		Do you comply with the provision of bonus act.	Applicable	Rating	No	5	5	Yes we do.	
7		Do you have a established system of internal complaint mechanism and/or grievance procedure for reporting human rights and labour related issues.	Applicable	Rating	No	5	5	Yes we do	
8		Do you have a union, or any other representative body/association of workers.	Applicable	Information	No	0	5	Yes we do have	

9		Do you have KPIs related to workplace diversity.	Applicable	Rating	No	1	5	Not sure		
10		Do you have a system in place regarding social dialogue	Applicable	Information	No	0	5	Not sure about the question		
11		Do you written policy on Child Labour, Forced Labour, Discrimination, Equal Opportunity, freedom of association/collective bargaining, working hour and compensation and benefits	Applicable	Rating	No	4	5	Yes we do follow		
12		Do you comply with minimum wages act and payment of wages act.	Applicable	Rating	No	5	5	Yes we do		
13		Are you a signatory of UN Global Compact. If so, have you uploaded the COP?	Applicable	Rating	No	1	5	Not sure		
14		Are you SA8000 certified.	Applicable	Rating	No	1	5	No		
15		Do you have a certified standing order for the location.	Applicable	Rating	No	4	5	Yes		
<b>Labour Rights Total</b>						<b>51</b>	<b>65</b>			
1	Social Compliance	Is leave encashment being done regularly?	Applicable	Rating	No	5	5	Yes done on annual basis or in case of exigencies during the year as well	5	100 %
2		Is Time in/out records available?	Applicable	Rating	No	5	5	Yes it is		
3		Is proper drinking water being provided?	Applicable	Rating	No	5	5	Yes it is		
4		Is proper light available?	Applicable	Rating	No	5	5	Yes it is		
5		Are ESI/ PF's challans available and paid and updated regularly?	Applicable	Rating	No	5	5	yes they are		
6		Is Maternity leave being provided?	Applicable	Rating	No	5	5	Yes it is		
7		Are bonuses given?	Applicable	Rating	No	5	5	Yes		
8		Is forced or bonded labour prohibited?	Applicable	Rating	No	5	5	Yes it is prohibited		
9		Is overtime paid regularly and as per law?	Applicable	Rating	No	5	5	Yes it is		
10		Are ESI/PF numbers available?	Applicable	Rating	No	5	5	Yes they are		
11		Is child labour prohibited?	Applicable	Rating	No	5	5	Yes it is prohibited		
12		Is workers' personal file being maintained?	Applicable	Rating	No	5	5	Yes it is		
<b>Social Compliance Total</b>						<b>60</b>	<b>60</b>			

Grading Description	Scale
No system, new business set up but some results evident	1 star
System defined, positive trends in most areas with proper evidences	2 star
System defined, good in major areas, evidence available for results, minor deviation	3 star
System defined & properly implemented. Excellent in major areas, no deviation	4 star
Sustainable system and sustainable results, prevention system in place and positive approach for improvement and development	5 star

## Chapter 6 – Order Terms and conditions

Gujarat Fluorochemicals Limited is strictly adhere their policies informed all supplier time to time.

As part of continuous and legalized way to communicate our supplier / Contractor regarding our policies, major points are also part of Agreement terms and conditions, which includes

- Statutory Documents to prove there is no illegal employment and valid account available for labour payment
- Compliance with labour law
- Workmen compensation policy to make sure necessary insurance coverage
- Age proof, to make sure there should not be any child labour engaged in operation
- Photograph to make sure visually there should not be any child labour
- Arrangement of labour barracks
- Use of PPE, for necessary safety and protection as per PPE guideline provided by our company
- Providing necessary first aid
- Necessary work permit procedure to follow to avoid any incident with contract labour
- Guideline for disbursement of wages as per Statutory requirement and make sure minimum wages should paid through contract employee payslip and payment transfer detail
- We are conducting monthly HR audit to make sure compliance and contractor has to obtain necessary NoC, without which no contractor invoices get processed.

Tel : (02641) 618041-47/59 Fax : (02641) 618012		<b>GUJARAT FLUORO-CHEMICALS LIMITED</b>	
12/A, GIDC Dabj Industrial Estate, Tal. Vagra, Dist. Bharuch - 392130, Gujarat, India.			

## Agreement

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<p>2.0 FIRM PRICE: As Finalised</p> <p>3.0 VALIDITY OF CONTRACT: As above</p> <p>4.0 PERIOD OF CONTRACT: As above</p> <p>5.0 PAYMENT TERMS:          Bill shall be raised on monthly basis and shall be submitted to Commercial Department of Gujarat Fluorochemicals Limited for necessary certification. The Bills after verification shall be passed by GFL within 30 days of submission by you. All applicable duties and taxes for execution of the Contract shall be considered as per the stipulated terms of Contract for applicable services as per Government notification in the bills is also be payable to you and all payment due to you shall be paid by at par facility through only.</p> <p>6.0 STATUTORY COMPLIANCE</p> <p>1. Objective          This Procedure is being framed with the objective</p> <p>i. To ensure that all Contractors and their workmen who are engaged in the company premises follow certain rules and regulations for appropriate management of the Workmen engaged in our premises</p> <p>ii. To ensure compliance of all labour laws of the land are by the Contractor</p> <p>iii. To ensure responsibility of safety and health of the contractor workmen are ensured by the Contractor. (Under Safety Procedure)</p> <p>2. Scope and Applicability          All plants and/ or sites where Contract workmen are engaged to work in the company premises shall be covered by this guideline. These Guidelines covered both licensed and un-licensed contractors.</p> <p>3. Implementation of the Guidelines          To implement the guideline the following shall be responsibility and accountability of various authorities -</p> <p>i. With every work order in which there is a requirement of deploying Contract workman this guideline shall be a part of such WO as an Annexure. The agency to which the WO is being given shall have to acknowledge the copy and accept the guideline in full.</p> <p>ii. The designated Site Manager/Supervisor as designated by the Contractor Shall be held responsible for adhering to these guidelines so far their workman is concerned including the safety and health of the workers as required under various laws of the land. To this effect the Contractor shall give an undertaking to the Site HR Function giving the name of the Site Manager/Supervisor who would be held responsible for any violation of these guidelines and for and law of the land and ensuring safety and health of their workmen at the site. The Project Manager or maintenance Manager of the Company and/or the Project and/or Maintenance Execution managers, shall be responsible for the implementation of the guidelines at site from the Company side.</p> <p>iii. The Unit/Site Hr shall be responsible for ensuring that all Security personnel, HR Staff at site and the Contractor supervisors are fully aware of the guidelines</p> <p>iv. The Unit/Site Safety In-charge shall be responsible for implementation of the Safety Guidelines as stipulated in these guidelines, through proper training of contractor supervisors/workmen and vigilance.</p> <p>4. Detail to be submitted by the Contractor to the Site/Unit HR</p> <p>On receipt of a WO, and before the initiation of work the contractor shall inform the HR Department of the Site all the details of its personnel in the Application of Entry as per prescribed format in two copies ( Annexure - I). On receipt of this information, the HR department shall retain one copy and one copy shall be sent to the Security at the Gate in due course. Only those workmen who are in that list submitted shall be allowed entry to the site. Any subsequent addition and deletion shall be given to the HR department as and when required by the Contractor. The Application of Entry shall also have attachments as follows -</p> <p>I. Valid Labour License in case such license is required as per the Act.</p> <p>II. Workmen Compensation Policy, if ESI Act is not applicable</p> <p>III. PF number allotment number.</p> <p>IV. Photographs of all Contract labour and supervisor</p> <p>V. Document related to Age proof</p> <p>Under no circumstances, the number of Contract Labour deployed shall be more than what has been approved in the License obtained by the Contractor. In case, there is a requirement of more manpower, the Contractor shall have to get his license suitably amended.</p> <p>5. Issue of Form 5</p> <p>If on any day, the Contractor has to engage more workmen / employees in the Company premises for which a License has to be obtained under the Contract Workman ( Regulation and Abolition) Act, 1971, he shall have to submit an application of License before the initiation of work to the Site HR. For this purpose, the HR Department shall, handover the Contractor a authorization in Form 5 duly signed by the "Principal Employer". Under no circumstances this authorization can be delegated. Form 5 shall be issued only in those cases where the Contractor is required to obtain a License under the Contract Labour (Regulation and Abolition) Act.</p> <p>6. Entry Procedure of Contractor's Workmen:</p>	
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- i. The Security at the gate shall allow entry to contractor only if, the details of workmen has been submitted.
  - ii. Only those workmen / employees shall be allowed entry whose name appears in the Application of Entry submitted by the Contractor. In case of any extra or new person needs entry for work, the intimation has to be filled for as stated even if it is for one person.
  - iii. All workmen / employees shall only be given entry if they carry an Identification card with a photograph as prescribed under the Contract Workman (Regulation and Abolition) Act, 1971. Under no circumstances shall any workman / employee shall be allowed entry without this card.
  - iv. No workman/employee under the age of 18 years shall be allowed entry. In this regard, the decision of the Security Personnel shall be final, until the Contractor submits an age verification document. Till such time, the workman concerned shall not be allowed entry.
  - v. No workman / employee above the age of 58 year shall be allowed entry. In this regard, the decision of the Security Personnel shall be final, until at the Contractor submits verification document. Till such time, the workman concerned shall not be allowed entry.
  - VI. Women Worker / employee are normally not allowed in GFL premises. However, if in any special case it is required to deploy women worker, needful permission from principle is required and the contractor have to comply all necessary Central / State government rules applicable for employment of woman worker.
  - vii. If any workman / employee appear to be weak in constitution, his entry to the premises shall not be permitted. In this regard, the decision of the Security Personnel shall be final, until a health the Contractor submits fitness certificate. The details of the workmen / Employee making entry into the premises shall be noted in a register by the Security at the gate in the prescribed Headcount Register.
  - viii. No workman / employee of the Contractor shall be allowed entry into the Company Premises without their designated Supervisor.
  - ix. No workman / employees shall be allowed if not in uniform and if without Safety shoes & helmet.
  - x. No workman / employees shall be allowed if they are carrying any tobacco products, match-boxes, lighters, or any sharp edged gadgets.
- 7. Arrangement of Workmen barracks**  
In case, the provision has been made by the contractor for the workmen to stay inside the premises, such permission has to be granted by virtue of the Contract entered. Only if the same is allowed in the Contract or Work Order shall Site HR function allow staying in such barracks and the following procedure shall be followed -
- i. Such barracks shall be erected in the approved location
  - ii. Such barrack shall be maintained in safe and hygienic condition with proper toilet, washing and drinking water facilities. Responsibility of such provisions shall be that of the Contractor.
  - iii. Such barracks shall be properly cordoned off and properly demarcated with a proper signage
  - iv. Entry and exit of the barrack shall be properly identified.
  - v. Workmen staying in the barracks shall have to follow the site entry procedure as mention here in above
  - vi. The contractor shall be solely responsible for the administration and management of the barracks
  - vii. Electricity and water connections shall be arranged by the Contractor. In case the company agrees to provide the same, it shall be based on a actual cost of such provisions
- 8. Exit Procedure**  
For smooth exit of all Contractor workman, the workman / employees shall have to be accompanied by their Supervisor till the gate. The security personnel shall also make entry into the prescribed Exit Register maintained for this purpose at the gate.
- 9. Working at Site**
- i. While working in the Company premises, the Contractor and its workman shall have to follow all the rules and regulation of the Company in connection to safety, health and environment and also comply with all the administrative procedure of the site.
  - ii. Such administrative regulations shall be issued by the HR. Function of the site
  - iii. Guidelines and regulation on Safety, health and environment shall be issued by the Site SHH department.
  - iv. All contractors shall have to be in their uniform, if the same is provided in the Contract or agreement or work order. Even if the Uniform is not provided, all workman shall have to wear tight fitting clothes for safety purpose.
  - v. Before commissioning of work the Site Safety In Charge shall give an induction on safety, health and environment to the Contractor's Supervisor and all the workmen. Such induction training attendance shall be maintained by the Site Safety department. The same induction shall be undertaken in case of any new workman is allotted work in the site. The content shall include the following. The list is illustrative and not exhaustive
- a. Use of PPE
  - b. The procedure of work permits

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<p>c. Special safety precautions while working in high risk jobs</p> <p>d. Provision of First aid at site</p> <p>e. Emergency response procedure</p> <p>f. Site safety guidelines</p> <p>g. General do's and don'ts</p> <p>vi. The general guidelines of working at sites are given herein below. The list is just illustrative and not exhaustive.</p> <p>a. The designated Contractor's Site Manager/ Supervisor shall be responsible for ensuring discipline of the workmen at the site. It is clearly understood that in case any misconduct is reported against a workman, the workman shall not be allowed entry in the company premises. Any disciplinary action shall be the discretion of the Contractor.</p> <p>b. While working in the site, all workmen shall be required to carry their identity card issued by the Contractor</p> <p>c. No worker shall leave his designated area of work</p> <p>d. All workers shall take rest during allotted rest hours only in designated area</p> <p>e. No cooking shall be permitted in the site</p> <p>f. Workmen working in special skill areas like electricians, welders, hydraulic driven etc shall carry with them the required certificate/licenses. They shall be required to carry such license while working.</p> <p>g. No domestic cylinders shall be used for industrial work in the site</p> <p>h. Contractor's equipments shall have proper certification from the competent authorities.</p> <p>i. The work area shall have to be cordoned off and Work in Progress board kept for information of all and movement of general public is restricted inside the cordoned off area.</p> <p>j. The Contractor Supervisor shall ensure that workmen do not wander off to other areas of the company and restrict their movement inside their premises and all of them are wearing shoes and having proper dress and that no one is using any form of tobacco at the site of work.</p> <p>k. All the tools and equipments shall have to be maintained and stored in a designated place in good order and safety. All equipments used by the Contractor shall have to be of good quality and shall be inspected by the Company person in charge of the work being done. All Lifting tackles and gears shall have certification from a competent authority and kept at site of work for inspection as and when required. All Welding sets shall have the Inspection Certificate from a competent authority.</p> <p>l. Work shall only be undertaken in the presence of a Contractor's supervisor. If a Contractor is executing work in different locations in the same site, each such location shall be under the supervision of a designated supervisor. If the locations are in such proximity that a single Supervisor can oversee the work in such closely situated work areas, one Supervisor may be made in charge of such multiple work area.</p> <p>m. When work of hazardous nature is being carried out, each such work area shall be under a single supervisor. The Contractor shall be responsible to provide all required PPE to his workmen. The required PPE shall be as per the guidelines of the Site Safety In Charge. All workmen shall be wearing proper Personal Protective equipments like helmets, goggles, Safety belts, face shields, gloves, aprons, etc as required by the nature of job and place of work. A suggested list of such PPE usage is given below it may be noted that this list is illustrative and not exhaustive. The actual PPE requirement shall be noted in the Work Permit and shall have to be adhered to.</p> <ul style="list-style-type: none"> <li>- Working in heights - Helmets, safety belts</li> <li>- Welding - Shoes, Face Shield and gloves</li> <li>- Movement of heavy equipment or fabrication work - Safety Shoes, helmets</li> <li>- Working with chemicals - Rubber shoes, face guards and apron</li> <li>- Demolition - safety shoes and helmet</li> <li>- When work is going on ground as well as overhead - helmet</li> <li>- Fabrication work - Safety shoes, gloves and goggles</li> <li>- Civil work - Safety shoes, helmets</li> <li>- Blasting - Blasting Jacket and face shield</li> </ul> <p>n. On completion of the work or at the end of the day the work area shall have to be properly cleaned and housekeeping maintained.</p> <p>o. All scrap and debris, which may be generated, is disposed off as per environment guidelines and at the designated area/ place and the same is not littered around.</p> <p>g. The following work at the company premises shall require Work Permits to be issued and site inspected by the Site Safety Coordinator. The guideline of Work Permit shall be issued by the Site Safety In Charge</p> <ul style="list-style-type: none"> <li>- like Work</li> <li>- Fabrication</li> <li>- Welding</li> <li>- Blasting</li> <li>- Confined Space entry</li> </ul>
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- Electrical Work
  - Work in Heights
  - Pipe Line breaking
  - Heavy equipment movement
  - Heavy civil construction and fabrication
  - Load working
  - Demolition
  - Excavation and shoring
  - Working with hazardous chemicals
  - Working in Hazardous areas
- 10 Reporting of accidents and First Aid at Site The Company shall provide First Aid facilities to the contractor's workmen / employees. In case of injury to any workman / employee, the same shall be reported to the Company person in charge of the work which is being done and also to the HR department in the Accident Intention Form. His first aid shall be administered at the infirmary located in the Company premises. In case of Hospital help requirement, the Company ambulance shall be used.
- 11 Compliance of Workman Laws by the Contractor
- a. The following registers / returns shall be maintained and submitted for verification as required under the Contract Labour (Regulation and Abolition) Act, 1971
- i. Muster Roll in Form XVI
  - ii. Register of Wages in Form XVII
  - iii. Register of deductions for damages or loss in Form XX
  - iv. Register of Fines in Form XXI
  - v. Register of Advances in Form XXII
  - vi. Register of Overtime in Form XXIII
  - vii. Wage slips in Form XIX shall be given to all workmen
  - viii. Registers of person employed in Form XIII
  - ix. Employee card in Form XIV shall have to be issued to all employees
  - x. Notice of commencement / completion of contract work in Form VI A
  - xi. Certificate of registration of establishment in Form - II
  - xii. The Half yearly Return in XXIV shall have to be sent every half year to the Labour Authorities and an acknowledged copy of the same shall have to be submitted to the Site HR Department
  - xiii. Leave Card (in Form H) shall be issued to the employees deployed
  - xiv. Leave with wages register in Form F has to be maintained for those deployed
- b. The Contractor shall comply with following to ensure compliance under the Payment of Bonus Act and relevant documents shall be submitted for verification
- i. Bonus shall have to be paid to all employees whoever has completed at least 30 days of service with the contractor during a financial year.
  - ii. Bonus shall be paid to all those deployed in the Company in the presence of the representative of the Company.
  - iii. Bonus Register in Form A&B shall be maintained
  - iv. C Register under Bonus Act shall be maintained for those deployed in the Company.
  - v. Annual Return in Form D shall be sent to the Labour Authorities within a month of paying Bonus to all
  - vi. Copies of C Register & Annual Return Form D has been submitted for verification
- c. If the Employees' State Insurance Act, 1948 is applicable, the contractor shall have to ensure compliance of the same compliance and submit necessary documents for verification
- i. All the coverable employees deployed in the Company shall be covered under ESI
  - ii. ESI card shall be obtained for all the coverable employees
  - iii. ESI Challans shall be realized before 21st of every month
  - iv. Form 6 - Half yearly Return shall have to be submitted in time (12th May / 11th Nov) and an acknowledged copy submitted to the site HR department
  - v. Any arrears of ESI shall be paid by the Contractor in respect of the employees deployed
  - vi. Total gross wages shown in the salary register shall have to be 60% of the total billing last month
- d. The following shall have to be compliance and required documents submitted for verification under the PF Act:
- i. PF number shall have to be allotted to all those deployed in the company, even if such deployment is for a single day. Declaration form shall have to be filled in for all workmen
  - ii. Every employee must be issued with their PF number & a copy of the acknowledgment copy received for having submitted the nomination of that employee. Also the employee must possess a copy of PF Nomination

 <b>GUJARAT FLUORO-CHEMICALS LIMITED</b> Tel : (02641) 618041-47/5) Fax : (02641) 618012	 12/A, GIDC Daboj Industrial Estate, Tal. Vagra, Dist. Bharuch - 392136, Gujarat, India.

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Form

ii. The contractor must give a declaration at the end of every month regarding the payment of PF to the department, and also at the end of PF year, the contractor must produce with the PF Annual Return highlighting the names of those deployed in the Company.

iv. After three months of submitted the PF Annual Return, the contractor must issue the PF slips to all the contract employees, and a copy of the same must be submitted to the company. In case of termination of any of the employee deployed in the Company the contractor must issue the contract employee with the 3A copy for that particular year. The contractor must also issue the terminated employee with the withdrawal form duly certified for the purpose of withdrawal.

v. PF challan shall have to be realized before 15th of every month

vi. Monthly Returns in Form 5, 10 & 12A shall have to be filed before 25th of every month

vii. PF Annual Return shall have to be filed by or before 30th April every year

viii. PF slips in Form 23 shall have to be issued to the employees till the last year

e. Minimum wages shall have to be paid to all the workmen.

f. Leave with Wages shall be extended to all the employees deployed

g. National Holidays shall have to be given to all workmen. In case if the employees are required to work during the National Holiday they shall be paid in double for those days (or) shall be given another compensatory Holiday

h. Leave with Wages / NTH / Overtime / Comp. Holiday etc shall have to be mentioned on the Muster Roll

i. Overtime Register shall be duly filled up as and when an employee works more than 9 hours a day or more than 48 hours a week. For such they should be paid double the normal wages. Overtime shall have to be mentioned on the Salary register and ESI must be paid on the same. This would enable the Contract employee to get ESI benefits such as ESI Leave / Maternity Leave and also pension benefits in case of fatal accidents.

j. The employees shall be issued Wages Slips at least 24 hours before the disbursement of payment in respective companies.

k. The salaries / Bonus / Overtime shall be paid in the presence of the employer representative and the same shall be certified by the representative

l. All workmen shall be given weekly day of rest as per the provisions of the Factories Act

m. Appointment orders shall have to be given to all workmen.

n. No one below the age of 18 years of age shall be deployed in the site

o. If the Contractor engages migrant labour, the required compliance under the Migrant Labour Act shall have to be complied by the Contractor

p. If the workmen are not covered under the ESI Act, they shall be covered under the Employees Compensation Act. In such cases, the contract shall undertake a Employee Compensation insurance policy in the name of all his workmen. A copy of such insurance policy shall have to be submitted by the Contractor to the HR Department of the site before the commencement of work.

12. Submission of documents for processing of payments to Contractor

a. The following documents shall have to be submitted by each contractor to the HR/Admin department of each location within 10th of each month to verify the compliances as required by the contractor

i. Attendance register Xerox copy of the current month for the month it was billed

ii. Salary register (duly authorized by representative) copy of the previous of the month of billing

iii. ESI challan of the previous month (if ESI coverage is applicable)

iv. EPF challan of the previous month

v. Profession Tax Challan of the previous month, if anybody paid more than Rs. 3,000/- per month

vi. Half Yearly return under the ESI Act along with the May & November month bills

vii. Half Yearly Return under the Contract Workman Act along with the Jan. & July month bills

viii. Annual Return under the EPF Act along with the April month's bill.

ix. A copy of the Bonus Annual Return in Form D submitted to the Workman department on or before November every year. A copy of the same to given to the Company.

x. Proof of sending Workman Welfare Fund return by the Contractor - Copy of Form D

b. HR shall certify compliance status of each contractor monthly and send certification to the Commercial Department. In case of any non compliance or default by the contractor, it shall be the responsibility of the location HR to inform the Commercial Department and to the Corporate HR to make necessary penal deduction and/or impose penalty as deemed fit.

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## Agreement

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### 13 Supervision of disbursement of wages

As per the Contract Workman (Regulation and Abolition) Act, the Principal Employer shall authorize a representative to supervise the payment of the Contractor workmen / employees. In this case representative of the HR department shall be authorized to supervise the payments made to the workman / employees by the Contractor.

### 14 Monthly HR Audit

The Plant/Site HR department shall conduct a quarterly audit and submit report to the Head - Group Corporate HR on the compliance status by the Contractor. Repeated non-compliance by a Contractor shall be viewed seriously by the Company.

### 15 Power to Amend

- a. Any change of the guideline shall be approved by the Head - Group Corporate HR.
- b. The management shall have the overriding right to withdraw and / or amend the guideline at its own discretion in it deems fit from time to time. The decision of the management shall be final and binding.

ANNEXURES - Issued separately

### 1. Application Of Entry

#### 7.0 SAFETY REQUIREMENTS

##### SITE WORKING RULES, INSURANCE, SAFETY, SUB CONTRACTING AND STATUTORY COMPLIANCE

A. During execution of the contract by the contractor at our site, the contractor shall comply with all labour and industrial laws in vogue, including Contract Labour (Regulation and Abolition) Act-1970, The Employee Provident Fund and Miscellaneous Provision Act - 1952, The Factory Act - 1948 and the Rules made there under, The Minimum Wages Act, The Payment of Wages Act, The Workmen's Compensation Act -1925, Payment of Bonus Act, Payment of Gratuity Act and their relevant Rules and all such other Acts and Statutes as may be applicable to the contractor in respect of all the employees employed by the contractor in connection with the work at GFL.

B. The contractor shall get itself registered as per the local statutory requirements and comply with requirements as specified in relevant Acts/Rules/ Schemes.

C. It shall be the responsibility of the Contractor to keep the Principal Employer indemnified of provisions of all states applicable during the execution period of work at owner's site.

D. The workmen deployed by the contractor for performance of this work order shall exclusively remain with its employees. GFL shall have no obligation whatsoever towards them. In case of any accident or death within or outside GFL's factory premises, compensation payable to workmen shall be the contractor's responsibility. The contractor shall fully indemnify GFL for any such liability. The contractor shall ensure that his workmen remain within their area of job assigned and do not loiter around the plant. Under no circumstance, the contractor will utilize child labour.

E. The contractor shall take all safety precautions and provide adequate supervision by competent person in order to do the job safely and without damage to plant personnel, equipment, & the environment. ( please provide the name with acceptance letter )

F. The contractor is not permitted to start the job without reporting to EHS Department & obtaining required training with a request on the letter head.

G. The owner would take necessary shut downs wherever there are hazard of gases, electricity, moving, machinery etc. The contractor shall ensure that the shut-down clearance is taken in writing from owner ( kept before sending workers to such locations.

H. The contractor shall supply at own cost, the following mandatory safety appliances of good quality.

1. Safety shoes as per IS: 15298
2. Safety helmet as per IS: 2925 - 1984
3. Knitted cotton hand gloves with dented rubber grip
4. Safety goggles

to his workers before they enter the GFL premises as advised by EHS Department.

I. Job specific PPEs (other than those listed above as mandatory) will be provided by the company to the contract workers.

J. It will be the contractor's responsibility to borrow the specific items as stated above from EHS Department during emergency.

K. In case of injury to person, the contractor shall first take the injured person to Occupational Health Centre and later to the contractor's own Medical Doctor.

L. In case the company observes that the contractor is not performing satisfactory to the stipulated safety requirements, the company representative is authorized to stop the work and ask the contractor to comply (rectify the defects/ discrepancies if any. The contractor shall not proceed with the work until the contractor has complied with such direction to the satisfaction of company.

M. The contractor shall be fully responsible for accident caused due to his and his agents or workmen's negligence or carelessness in regards to the observance of safety requirement and shall be liable to pay compensation for injuries.

N. Whenever work at height ( More than 2 meters) and other critical job is involved the contractor must obtain permit from EHS Department for those person requiring to do work at height and for hot jobs , confined space entry , live electrical equipments - WORK PERMIT. For jobs requiring to work at height only metallic scaffolding as per IS: 4014 will be allowed before commencement of work.

O. NO SMOKING NORMS: 1. Permission of contractor will obey "No Smoking Norms" and shall not use the premise for any alcoholic drinks 2. All contract workers including that of the transporter's personnel will ensure "No Smoking Norms" and shall not dump any undesirable garbage inside plant. 3. On violation, the parties will call for penalty, including termination of the work order.

P. All types of vehicle operators (Drivers/ Cleaners) if required will be subjected through check in compliance of above.

Q. The contractor shall be responsible and liable for all consequences arising out of any injury/ death of contractor's workers and shall hold the owner indemnified against any loss or damage due to such injury /death.

R. The contractor will ensure that the work carried out by them, which may not be specifically maintain in the specifications/ drawings/ scope of supply/ work, but which are usual or necessary for proper performance of the equipment, are to be provided by the contractor without any extra cost to GFL, and the equipment must be complete in all respect.

S. Security arrangement for contractor's property and equipment shall be in his scope.

T. The contractor shall indemnify and safeguard the interest of the owner from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature by reason of any act or omission done by the contractor or his agent/ employee in the execution of the works or in the guarding of the same.

U. The contractor solely shall be responsible for the security and safety of all his equipment and person engaged and any death, loss, damage, harm or injury caused to any person ( herein after collectively referred as "Accidents") whether employed or engaged by them or not and in the event of such an accident being caused by reasons whether direct or indirect, of the negligence, omission, failure of refusal by them or by any person engaged or employed by the contractor shall forthwith take steps for the due payment of compensation.

V. The contractor shall extend full support to the concerned Engineer In Charge of the owner by maintaining the necessary records and forward the same to him as required from time to time. Owner keeps the right to audit the contractor for compliance of safety & statutory requirement at any point of time without any dispute.

W. The contractor shall remove his all tools, tackles, equipment, manpower, site office, temporary shades, residuals etc. within seven days from the work completion date. During the tenure of the contract, such material shall be stored / kept at the designated place approved by the owner. In case of violation of this provision, the owners shall be liberty to dispose / remove such materials/ items etc. from the owner's site at the contractor's risk and cost without giving any notice to the contractor where the owner shall not be liable for any damage/ loss of such removed/ disposed material.

X. The contractor shall insure all his personnel , tools, tackles, plant and equipment deployed at GFL's site with the policies (a) Third party insurance policy (b) Workmen compensation insurance policy (c) Comprehensive automobile insurance policy (d) Comprehensive general insurance policy. These are only an illustrative list of insurance covers normally required and it will be the contractor's responsibility to

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## Agreement

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maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the work order.

**Y.** Contractors shall use all tools and tackles, lifting system, cranes, slings, electrical system, welding machine etc. duly certified by competent agency as per law and copy of certificate should be sent with acceptance letter as positively handed over to EHS department while taking site clearance before start of the job.

**Z. SUB-CONTRACTING.** The contractor shall engage their sub contractor(s) only after approval of GFL. All the provisions of the Work order, including those related to statutory compliances, PF insurance, Safety etc. shall be applicable for the contractor's sub contractors as well and the contractor shall be fully responsible for any acts or omissions or violation of law(s) on the part of his sub contractor.

**AA. VIOLATIONS:** For violating the safety requirements the contractor shall be liable for penalty up to Rs. 1000/- for the first violation and up to Rs 5000/- for the second violation. For third violation the contractor shall be liable to be debarred from further contracts up to period of one year from the date of completion of the job in hand.

**BB.** A committee consisting of the head of the EHS department, head of the department awarding the work order and the head of the department executing the job at site will assess the penalty amount having regard to all the circumstances, in particular the nature and gravity of the violation. After issuing a notice to the contractor to show cause why the amount specified therein shall not be imposed as a penalty and considering the cause shown by the contractor, if any, the committee shall pass final order which shall be final and binding on the contractor without any dispute. The penalty amount shall be recoverable from any bill and/or EDM ( Earnest Money Deposit) / the contractor's security deposit without any further reference.

**CC.** It shall be the function of the said committee to recommend to the competent authority cause where the contractor is liable to be debarred from further contracts indicating the period for which the bar shall apply.

**08. RISK PURCHASE.**  
In the event of any failure on your part to complete the work as per our requirement as per contract, GFL reserves the right to make alternative arrangement for the rest requirement at your risk & cost.

**09. PENALTY.**  
GFL reserves the right for imposing penalty for any failure in scope, commitment, quality, lack of necessary Housekeeping, statutory and safety norms as agreed in per this contract. GFL Executing committee for finalization of contracts is the final authority to decide the penalty but that will be restricted to maximum of 10% of the monthly bill amount, and the contractor have to agree with contractor for such penalty without any dispute.

**10. TAX DEDUCTION AT SOURCE:**  
IT Tax shall be deducted at source as per the provisions of IT Act, 1961 as applicable at the time of each payment.

**11. FORCE MAJEURE:**  
Neither party to this contract shall be liable to the other party for any failure to perform any obligation required as per the contract in case such non-performance is caused or contributed by Acts of God, Wars, Riots, Acts of Evens, Lockouts, Breakdown of Plant, compliance with any rule, Order act or regulation issued by any Government department or other duly constituted authority of Government or any other causes (whether or not of like nature) beyond reasonable control of either party. In case, the force majeure condition continuous for more than sixty days, both parties shall mutually agree for further course of action.

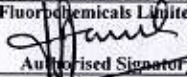
**12. JURISDICTION:**  
In case of any dispute, jurisdiction shall lie within the city courts of Baroda, Gujarat.

Please Stamp & sign and return a copy of this Contract Agreement as per token of your acceptance.

**Header Note**

**Terms Of Payment**

Please return copy of agreement duly signed and stamped as token of your acceptance

For Gujarat Fluorochemicals Limited  
  
Authorised Signatory

*just*

## Other terms and Conditions:

### Terms of General Purchasing – For Purchase Orders

(for GFL LTD)

#### 1. General terms and conditions

GFL LTD is represented in India herein after collectively referred to as "Gujrat Fluorochemical Limited" and individually as "COMPANY".

Bidders (equipment, services etc.) who quote (commercially and technically) for the requirements asked by GFL Group India are herein referred as "Supplier".

request of Supplier, COMPANY shall provide a list of its Group Companies entitled to carry out group offsetting.

#### 2. Illegal interference with competition

Using appropriate organizational measures, the Supplier shall be obliged to ensure that no employee dealing with COMPANY commits any civil or criminal offences against competition within the meaning of applicable laws in India.

#### 3. Anti-corruption and sustainability

The requirements for Sustainable Development define the expectations of COMPANY and its Group companies regarding sustainable conduct by business partners involved in adding value of our products.

The full text of the requirements can be found on <https://www.gfl.co.in> under cooperation Sustainability which contains expectations of the COMPANY in regard to environmental protection, employee rights, safety at work and health protection for all business connections of the GFL Group, which the Supplier undertakes to read before bidding for the contract with the COMPANY.

Supplier shall make itself aware about the requirement of Sustainable Development program of the COMPANY immediately upon acceptance of the Purchase order of the COMPANY. Supplier shall provide confirmation to COMPANY about the acceptance of the said Sustainable Development Program upon acceptance of the Purchase Order. The Supplier is obliged to comply with the conditions of the COMPANY's "Facility regulations", which includes penalties in cases of theft, damage to property, traffic violations and non-compliance with safety and security, regulations as stipulated therein or any other incidents of similar nature thereto covered under non-compliances.

#### 4. Conflict of Interest

The Supplier warrants that at the date of entering a Contract it does not and is not likely to have a conflict of interest (direct or indirect or through a third-party Supplier) in the performance of its obligations under the Contract. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person or otherwise) the Supplier will immediately give notice of the conflict of interest, or the risk of it, to the COMPANY in writing.

Failure of the Supplier to comply with the above conflict of interest obligation may, at the sole discretion of the COMPANY lead to the cancellation of the Purchase Order / contract and blacklisting the Supplier for future business dealings with the COMPANY.

#### 5. Insurance of activities carried out in COMPANY premises

The Supplier must arrange and ensure the following and keep COMPANY indemnified from,

- Workmen Insurance including sub- contractors, if any engaged by them.
- Complete Project Insurance covering all risks/accident/injury including third party in case of Supply & installation in Construction Projects
- Insurance of plant & machinery brought on the site

The Supplier shall provide the Finance & Accounting department of COMPANY with a copy of each insurance policy and documents taken out by Supplier in pursuance of the contract immediately after taking the insurance coverage. In case of non-payment of premium by the Supplier then COMPANY shall take steps to keep the policy active and deduct the premium cost from the amount payable to the Supplier.

The necessary documents and evidence of insurance must be submitted by the Supplier to the COMPANY immediately upon the start of the works and should be kept valid throughout the Purchase order/contract period including the extensions thereof.

#### 6. Services on factory or industrial premises (If Applicable)

In the event, services are performed by the Supplier within the premises of COMPANY, Supplier shall comply with the following obligations:

- i) Services shall be performed by the contracting Supplier independently and on its own authority in accordance with COMPANY's technical and organizational specifications under the supervision and managerial authority of the responsible employee designated by the contracting Supplier. The decision on the choice of personnel shall be made by the contracting Supplier.

### Terms of General Purchasing – For Purchase Orders

(for GFL LTD)

- i) On-site contact persons shall be designated by both contracting parties for all information to be exchanged. Regular coordination meetings should take place between the contracting parties' contact persons to discuss the content and performance of services and to exchange all information needed for the fulfillment of the contract.
- ii) For each change of personnel and during the orientation period for new employees, the contracting Supplier should ensure that the contractually agreed performance meets agreed quality standards.

#### 7. Inspection and Performance of Services & Operations Rendered

Unless determined otherwise by COMPANY, it shall be the place of performance. Partial deliveries shall be permissible only if expressly agreed in writing between COMPANY and the Supplier; deliveries ahead of schedule shall also be subject to written agreement with COMPANY.

COMPANY reserves the right to inspect the goods after the receipt of ordered goods at the specified location. If COMPANY ascertains deviations from an order or a bill of delivery, e.g. differences in quantity, quality shortcomings or damage caused by transportation, it may return the consignment or accept it without losing its legal rights.

The services supplied must satisfy the provisions of the agreement/Purchase order. They shall not be deemed to have satisfied the provisions of the agreement/Purchase order if they do not possess the properties which COMPANY was entitled to expect pursuant to the agreement.

Where no detailed description has been provided of the requirements of the services, they shall in any event be of good quality and satisfy, at the very least, the normal requirements of reliability, effectiveness and workmanship.

#### 8. Indemnification

Supplier agrees that it shall save, indemnify and hold the COMPANY / its Directors/ Officers/ employees/operators harmless against any and all claims, losses, damages, liabilities or expenses (including attorney's fees) whatsoever for physical injury or death of any person and for loss or damage to any property, occurring in connection with the performance of your obligations hereunder, any breach of the terms and conditions of this purchase order or agreement or anything else to which COMPANY may become liable due to any action taken or any failure to act on part of Supplier, or in violation of the terms hereof or the applicable laws or regulations.

The Supplier shall also indemnify the company for supply of any defective parts/goods, towards the cost of goods/spare parts etc. including rework cost and other expenses which the COMPANY may incur/s likely incur on account of supply of wrong / defective parts/goods promptly.

#### 9. Termination:

COMPANY reserves the right to cancel or terminate this Purchase order without assigning any reasons by giving 30 days' written notice to the Supplier.

COMPANY also reserves the right to terminate this Purchase order with immediate effect for cause without prior notice upon the happening of any of the following events:

- (a) If Supplier defaults in the due performance or observance of any of the obligations, covenants, conditions, warranties or provisions contained herein including but not limited to failure to supply and / or commission the above said goods/services conforming to COMPANY's specifications, within the agreed delivery date.
- (b) If any representation, warranty, information or statement made or deemed to be made by you, whether explicitly or not, proves to be untrue, incorrect or misleading in any material respect or if any event occurs as a result of which, if any of the aforesaid representations, warranties or statements were repeated immediately thereafter with reference to the facts subsisting at the time of such repetition, the same would be untrue, incorrect or misleading in any material respect.
- (c) If the Supplier goes into dissolution or liquidation or any order is made or resolution, law or regulation passed or other action taken for Supplier's dissolution or liquidation or Supplier shall otherwise enter liquidation, insolvency resolution process or restructuring.
- (d) If Supplier applies for or agrees to an arrangement with its creditors or any proceeding or arrangement by which a substantial part of Supplier's assets is submitted to the control of its creditors.
- (e) If Supplier becomes or are declared by any Government Authority or any other competent authority to be insolvent or is unable or admit in writing its inability to pay its debts as they fall due or become subject to or apply for any suspension of payment, bankruptcy, insolvency or reorganization proceedings if such cessation in COMPANY'S opinion has a material adverse effect on it.

### Terms of General Purchasing – For Purchase Orders

(for GFL LTD)

(f) If the consent of any Government Authority, required for the validity, enforceability or legality of the terms hereof ceases to be or is not for any reason in full force and effect or such performance becomes unlawful

(g) If extra-ordinary circumstances have occurred which in our sole opinion, make it improbable for Supplier to fulfill its obligations here under.

(h) In case of cancellation or termination of this Purchase order, all the payments made to Supplier pursuant to the terms hereof shall become immediately due and payable to COMPANY, along with liquidated and other damages. Any cancellation or termination of this Purchase order shall not constitute a waiver by COMPANY of any obligation that by its terms shall survive such cancellation or termination or a waiver of any claim which we may have for actual damages caused by reason of, or relieve you from liability for, any breach of the terms and conditions of this Purchase order prior to such termination or cancellation.

(i) Payment will be made as usual calculated on the rate and quantity received and accepted by GFL LTD and their record will be considered final and in dispute in this respect

#### 10. Force Majeure

Force majeure shall be deemed to be such circumstances arising after the contract has been executed as a result of unforeseeable, insurmountable and ineluctable by the Supplier events of an extraordinary nature occurring independent of the will of the Parties, such as a natural disaster or war. It means any event beyond the reasonable control of the Supplier but shall not include any industrial dispute involving any of its own employees or any reasonably foreseeable event to the extent that its effects could reasonably have been mitigated. The Contracting Supplier shall as soon as reasonably practicable notify the COMPANY in writing of the Force Majeure Event and may terminate the contract with immediate effect by giving written notice.

In case of strike, accident or other unforeseen contingencies causing stoppage of production at purchaser's factory, they reserve the right to cancel, modify or hold the order without any compensation and/or claim of any description whatsoever.

#### 11. Protection of Rights

Supplier shall ensure that the goods delivered or services rendered to COMPANY do not, when taken together or as individual elements, infringe intellectual property rights (arising from patents or industrial designs) of any third party and that the goods or services are not burdened by any third party's rights in the Republic of India or abroad.

Supplier shall inform COMPANY of the use of all its own patents or industrial designs and the licensed use of third-party patents and industrial designs on the goods delivered or services rendered to COMPANY.

This shall not apply if Supplier produced the goods according to drawing, models or other comparable descriptions or information handed over by COMPANY and supplier do not know, or in connection with the products which Supplier develops, do not have to know, that it is infringing protected rights.

If so, requested by COMPANY, Supplier shall inform COMPANY of the use of unpublished or licensed protected rights and applications for protected rights in the production of the goods.

#### 12. Pricing & Taxes:

Prices mentioned in the Purchase order/ Frame contract are firm till delivery and \$ no escalation whatsoever would be allowed. The total value of this Purchase order/ Frame contract (excluding taxes) is the maximum amount allowed to be billed under this Purchase order/ Frame contract, however it does not entitle the Supplier to claim the full amount without the performance of activities as per this Purchase order/ Frame contract. In case this contract is terminated for any reason then the amount of this Purchase order/ Frame contract shall stand closed on pro-rata basis.

Every Supplier / Service Provider, who are located in India and within the frame of Goods and Service Tax ("GST") has to register itself on Goods and Service Tax Network ("GSTN"), a website / platform provided by Government of India for initiating any transaction in relation to GST. Further that Vendor / Service Provider shall indemnify COMPANY for the loss caused in case the tax credit of GST is not passed on to the GFL Group Company/s for any reason whatsoever. In order to claim the credit/set off MVAT, GST and applicable CSS or any other tax or duty, the Supplier must provide appropriate Invoice / document prescribed under the relevant Central / State Government and local authority legislation. Supplier should also submit other statutory documents as applicable from time to time to be furnished to the COMPANY's - Finance & Accounting Department (in the correct name of the transacting entity of GFL Group Company in India) for taking credit. COMPANY accepts only printed invoices for proper recording, monitoring and processing the payments. No handwritten invoices shall be accepted. Payments for handwritten invoices shall not be processed.

T.D.S (tax deduction at source) for "services" provided will be deducted as applicable according to the Indian Taxation Laws and Regulations. Accordingly, the T.D.S Certificate will be issued by COMPANY's Finance department.

### Terms of General Purchasing – For Purchase Orders

(for GFL LTD)

COMPANY would deduct the amount with respect to taxes and other contributions from the payment due and payable to Supplier as applicable under any Central / State Government and local authority in the manner and time and at the rates applicable from time to time, unless Supplier submits a specific certificate for non-deduction or lower deduction of taxes/ contribution, under the applicable legislation from the relevant statutory authority in advance.

If Supplier has not submitted the proper invoice for availing any tax credit and the COMPANY is not able to avail the Tax credit, then COMPANY shall affect the payment to the Supplier after deducting the equivalent amount of the Tax credit so lost.

The tax exemption, concession if any, in addition to above, taxes, duties and levies, if any, which are prevailing on the date of signing of the Contract, but not considered by the Supplier in the Contract price, shall be borne and paid by the Supplier.

The Supplier shall bear and pay all taxes, duties, charges or levies which may be assessed, imposed or levied upon the Supply/ Works outside India or any receipt realized by him outside India in connection with and in the execution of the Contract by any country or governmental agency thereof in which the goods/ Works/ services are carried out as per this Purchase Order & agreement.

Submission of periodic statements/returns as per the GST laws within specified time lines with complete and correct details as may be prescribed.

Issuance of Debit Note within the prescribed time limit to enable us to take the Credit.

Timely payment of tax liability by utilization of admissible credit or through cash.

Ensuring that the transportation of material is covered by valid e-way bills.

The Vendor continuously maintains a high GST Compliance Rating Score (to be intimated through a separate mail) as per the GST Law. We reserve the right to terminate this Agreement/P.O./W.O. if the Vendor fails to achieve/maintain an appropriate GST Compliance Rating Score.

#### 13. Anti-Profitteering Clause

Any reduction in rate of tax on the supply of goods or services or the benefit of input tax credit or any other benefit accrued in consequence of provisions under Goods and Services Tax or any other applicable laws shall be passed on to the COMPANY by way of commensurate reduction in prices.

Change in Tax law: Sec. 171 of CGST/SGST Act contains provisions related to anti-profitteering. Based on same on introduction of GST, the Vendor should pass on the tax benefit/savings, if any, on account of tax credits or lowering of tax rates to us by way of adjustment in the contract price. Non-compliance of the same may lead to levy of penalty by Government. Any increase in tax cost due to change in the rates of tax shall be reimbursed by us.

#### 14. Discounts

Any discount given to the COMPANY before or at the time of supply of goods or services shall be distinctly mentioned in the invoices. Any discount given after the supply has been affected shall be granted through the issue of a Credit Note which shall have reference to the original invoice against which discount has been granted.

#### 15. Internal Audit clause

The Supplier hereby grants the officials of Internal Audit department or any other officer of COMPANY and/or such other officer or agencies appointed by the Management of COMPANY such as statutory auditors, tax advisors, external consultants etc. (hereinafter referred as Review Agency), who are bound to professional confidentiality, the right to review and inspect all data and documents created between the contracting parties i.e. Supplier and COMPANY, as a result of the transactions arising out of the business relationship described in the Purchase Order. In the event of such a review by the Review Agency, the Supplier shall ensure participation and full co-operation by its employees from department(s) dealing with the transaction under review.

The Supplier shall also ensure that its sub-Suppliers or any other third Supplier related with such transaction under review including its agents, representatives, associates etc. shall participate and give their full co-operation for such review by Review Agency. Further the Supplier shall ensure that its sub-Suppliers, agents, representatives, associates etc. shall be bound by strict professional confidentiality obligation of such review at its own expense.

The Supplier hereby agrees and makes a commitment to COMPANY to include suitable clauses for an identical right of review and inspection of the transaction data and related documents in favor of COMPANY's Review Agency in its contracts with its agents, representatives, associates, sub-Suppliers etc. related to such transactions under review of the Review Agency.

## Terms of General Purchasing – For Purchase Orders

(for GFL LTD)

In the event of mandatory inspections (e.g. tax audits) required under any applicable law or rules and regulations, the inspectors and/or statutory authorities are to be granted access to accounting documents the original documents or certified legible copies (hardcopies) must be provided in an adequate timeframe. Information of such inspections or audits shall be immediately given by the Supplier to Company.

### 16. Damages for Delay in Supply and Services

COMPANY and Supplier agree that if the parts/machinery or services to be supplied /performed hereunder is not performed or delivered/developed on or before agreed date and as per the agreed specifications and as a result, COMPANY suffers damages. COMPANY and Supplier have therefore agreed upon reasonable liquidated damages that may be imposed if the Supplier fails to meet the agreed obligation.

In the event Supplier fails to execute the order as per the provisions of the Purchase Order including contractual delivery time period indicated therein, COMPANY reserves the right to cancel the order in part or full without any compensation and

Purchase/execute such cancelled item from alternative sources. Any extra cost incurred by COMPANY on such purchases/services shall be recovered from Supplier with cost incurred by COMPANY either by way of deduction from pending bills or future bills (from future work orders) by COMPANY or by means of separate remittance.

### 18. Liability

The liability of Supplier shall be limited to the contract value / order value.

### 19. Right to Impose Penalty/Debit Notes

The COMPANY shall impose appropriate penalty for any violation of terms and condition contained in any service or supply agreement to the Supplier, the debit note if received or acknowledged by any of the Supplier's representative, shall be final and conclusive evidence of debit.

### 20. Withholding of payment

The COMPANY shall be entitled to withhold the payment made to a Supplier, in case where if the Supplier has not fulfilled its obligation under the Contract or in case the dues payable to the COMPANY exceeds the claim of the Supplier. Supplier shall quote Purchase Order Number & Vendor Code in all its Delivery Challans / Original Invoices for fast & smooth payments.

Every package must have a copy of packing note giving full description of goods and quantity therein, the other copy of the packing note must accompany the challan. COA copy of quality testing or any other document mentioned in PO must accompany the challan.

### 21. Dispute Resolution

Any dispute or difference or claims of any kind between the COMPANY and the SUPPLIER arising out of or relating to this Purchase Order or Agreement, whether before or after the termination of this Purchase Order or the Agreement, shall be resolved in the first instance through amicable discussions between the representatives of Parties who shall meet together promptly, at the request of any Party, in an effort to mutually resolve such dispute, difference or claim by discussion between them.

Any dispute or disputes arise in connection with any matter forming the subject matter of this order, the case will be referred to the Arbitration Tribunal in Vadodara under the Arbitration Rules of Chamber of Commerce, Vadodara and any award made by the said Tribunal shall be final and binding on the both parties.

This order shall in all respects be subject to the jurisdiction at Vadodara (Gujarat).

Governing Law: The governing law of the contract shall be Indian law.

### 22. Business Partner Due Diligence Approval (BPDO)

Supplier hereby authorizes the COMPANY to conduct business partner due diligence as per Compliance policies of Company at any time. Supplier also authorizes the COMPANY to obtain and upon request shall assist COMPANY in obtaining, information about Supplier's financial condition from third parties, including without limitation banks, credit reporting agencies and other businesses that provide information.

Any terms and condition included in Supplier's invoice or any other documents issued by Supplier, shall be deemed to be solely for the convenience and no such term or conditions shall be binding on Company.

### 23. Use of Corrupt Practices, Unfair Means

- a) Supplier commits itself to take measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of this agreement tenure or during any pre-agreement or post-agreement stage in order to secure the agreement or in furtherance to secure.

## Terms of General Purchasing – For Purchase Orders

(for GFL LTD)

- b) Supplier shall not use the services of any of the employees of COMPANY, directly or indirectly or enter any sort of monetary transaction with the employees of COMPANY. Supplier undertakes that it has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, commission, or inducement to any of the employees of COMPANY or their agent or relatives for showing or agreeing to show favor or disfavor to any person in procuring this Agreement or for bearing to do or for having done or forbore to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Supplier or its partners, agent or servant or any one authorized by them or acting on its behalf. The Supplier undertakes that in the event of use of any such corrupt practices by the Supplier, Company shall be entitled to cancel the contract and recover from the Supplier, the amount of any loss arising from such cancellation. A 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 Supplier.
- c) Supplier further undertakes to comply with COMPANY'S CODE OF CONDUCT policy which is available at COMPANY'S website – <https://www.gfl.co.in>

### 24. Confidentiality

The Supplier agrees to treat as business secrets all commercial and technical information of which it become aware by reason of their business relationships unless such information is common knowledge.

- a) Drawings, models, jigs and templates, sample parts, or similar property may not be provided or otherwise made available to unauthorized third parties. The reproduction of such property is permissible only within the limits of business requirements and copyright law.
- b) Supplier may only use their business relationship for advertising purposes with prior written consent.

### 25. Environment

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, whenever possible, Contractor will perform the Service by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services. It is recognized that a cost analysis may be required in order to ensure that such products are made available at competitive prices.

### 26. Contractor not to engage in certain activities

The Contractor shall provide professional, objective and impartial services without consideration for future work. The Contractor shall avoid undertaking other assignments that constitute an actual or apparent conflict of interest. The Contractor agrees that if, at any time during the Contract Term, it discovers either an actual or potential conflict of interest with respect to this Contract, it shall make a prompt disclosure in writing to the Chief Corporate Procurement (Notices), which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. Upon receipt and review of Contractor's written disclosure as per the paragraph above, the Chief Corporate Procurement shall provide the Contractor with written instructions to manage and/or mitigate the conflict. The Purchaser reserves the right to terminate the Contract if such action is determined to be in the best interests of the Purchaser. Contractor shall require its Subcontractors to comply with the provisions

### 27. Child Labor

Forced or indentured child labor means all work or service: (a) exacted from any person under the age of eighteen (18) under the menace of any penalty for its non-performance and for which the worker does not offer himself voluntarily; or (b) performed by any person under the age of eighteen (18) pursuant to a contract the enforcement of which can be accomplished by process or penalties. Contractor certifies that no forced or indentured child labor was used to mine, produce, or manufacture, in whole or in part, any product or component, or perform any service furnished under this Contract.

### 28. Fair Labor Standards

Contractor shall pay all employees whose work relates to this Contract not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions, either directly or indirectly, from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. Contractor shall not require, suffer, or permit any employee whose work relates to this Contract to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

### 29. Materiality

## Terms of General Purchasing – For Purchase Orders

(for GFL LTD)

The management representatives of GFL Procurement Team, selected tier 1 suppliers, materiality analysis following GRI standards, vendor registration process, terms of contract, consultation documentation of key topics (stakeholder engagement forms – tier 1 suppliers) were taken into consideration and the same were found in line with the requirement.

### 30. Delivery Schedule

Time is the essence of this order and delivery of goods must be made as per delivery schedule, unless otherwise expressly agreed, failing which the order may be cancelled by the purchasers without any liability on their part, necessary compensation to be paid by the seller for damage/loss caused to the purchasers.

### 31. Demurrage

Any demurrage, Wharf age of similar charges which purchasers have to undergo on account of Sellers failure to book the goods in accordance with the order or due to late delivery of the railway/ Road/Ship/Air Receipt and/or other documents of dispatch either by themselves or their Bankers shall be borne by sellers.

### 32. GUARANTEE

All goods and/or materials shall be supplied strictly in accordance with the specifications, drawings data sheets, other attachments and conditions stated in the order. The goods supplied shall be guaranteed through a 'certificate of guarantee' against bad design, poor raw materials and workmanship and any manufacturing defects for a period of 12 months from the date of commissioning or 18 months from date of supply whichever is earlier. All material furnished by the seller pursuant to this order are guaranteed to be the best quality of their respective kinds (unless otherwise authorized in writing by the Purchasers), to be free from faulty design, (to the extent such design is not furnished in writing by the Purchasers), workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respect to all operation conditions, if any specified in this order. If any trouble or defect originating with the design, materials workmanship, operating characteristics or recommended specifications of such materials arises at any time prior to twelve months from the date of the first commercial operation of the Purchasers Plant of which the materials supplied under this order form a part thereof, or eighteen months from the date of Shipment or receipt of material at factory site and put to use in operation whichever period shall first expire and the Seller is notified thereof. Seller shall at its own expense and as promptly as possible make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.

### 33. LR Copy

Purchase Dept. (for orders issued from Dahej)

Gujarat Fluorochemicals Limited  
12/A, GIDC Dahej Industrial Estate, Taluka: Vagra,  
Distt. Bharuch 392130, Gujarat INDIA.

For orders issued from Baroda office LR copy to be sent at :  
Gujarat Fluorochemicals Limited  
ABS Towers, 3rd floor, Old Padra Road, Vadodara-390007, Gujarat, INDIA.

### 34. Dispatch Instruction /

For Dahej Plant

Invoicing & Dispatching address :-  
Gujarat Fluorochemical Limited #Dahej Unit  
12/A, GIDC Dahej Industrial Estate, Taluka: Vagra, Distt. Bharuch 392130, Gujarat (India)

For Ranjit Nagar Plant

Gujarat Fluorochemicals Limited:  
Survey # 16/3, 25, 27, Taluka Ghogha, Bham,  
Ranjitnagar, Dist.: Panchmahal,  
Pin code - 389 380, Gujarat, India  
Telephone: (02678) 248107, 248152, Telefax: (02678) 248153

### 35.

Values & Beliefs: GFL is governed by fundamental values & beliefs that are linked to our Vision & Mission statement -  
[https://www.gfl.co.in/vision\\_mission.php](https://www.gfl.co.in/vision_mission.php)

**NOC**

**NO OBJECTION CERTIFICATE**

Annexure - I

Name of Contractor	Shri Sai (Pvt) Ltd	Work Order Number	31/08/2019
Nature of Contract	Operational maintenance	License Validity Date	31/05/2020
Strength as per Labour Licence	50	Maximum number of Labour for the Month	22
WC Policy Coverage Strength	23	WC Policy Validity Date	27/06/2020
Compliance for the Month of	Aug - 2019		

Sr.	Name of Document	Available	Remarks	HR Observation Yes/No
1	Form - 16 - Attendance Register	✓	✓	22
2	Form - 13 - Employment Register	✓	✓	
3	Employees Registration Data as per licence in Numbers	✓	✓	
4	Form - 15 - Adult Register	✓	✓	
5	Form - 16 - Attendance Register	✓	✓	
6	Form - 17 - Salary /Wages Register	✓	✓	
7	Form - 18 - Leave Register	✓	✓	
8	Form - 19 - Wage Slip	✓	✓	
9	Form - 20 - Damage/Loss Register	✓	✓	
10	Form - 21 - Fine Register	✓	✓	
11	Form - 22 - Advance Register	✓	✓	
12	Form - 23 - Over Time Register	✓	✓	
13	Acknowledgment of Form-12A of PF Act for respective month.	✓	✓	
14	ECR Copy of PF Challan of previous month and amount to be reimbursed	✓	✓	5-9-2019
15	ECR Copy of ESI Challan if applicable	✓	✓	
16	Professional Tax Challan Receipt of previous month	✓	✓	
17	Half Yearly Return - Form XXIV - Under The Contract Labour Regulation and Abolition) Act, 1970 along with the Jan. & July.	✓	✓	
18	Copy of Bonus Annual Return in Form - D along with Nov. bill/invoice	✓	✓	
19	Proof of Workman Welfare Fund Return by Contractor in Form D	✓	✓	

To  
Bill / Invoice Passing Authority

The above documents/registers has been checked and verified by us on the basis of details being provided by the Contractor. We hereby give No Objection Certificate for clearance of payment to the Contractor (mention name)

Signature of HR Department

Signature of Contractor

Enclosed:

Copy of Attendance Register in Form 16  
ECR Copy of PF Challan of previous month

## Chapter 7 – Black Listing of Vendors

Vendors having repeated nonperformance (more than twice) will be cautioned of delisting and given final opportunity to bring in improvement. Thereafter if the performance is not satisfactory the vendor will be delisted by predefined committee consisting of representative of Commercial / Functional department with the approval of commercial head. A vendor shall be delisted (Blocked in SAP for Procurement) for a period of 6 months or more. A delisted vendor can be re-inducted after technical assessment on basis of written commitment by the vendor regarding improvement to be taken place and approval of above committee. Such re-inducted vendors shall be started with trial orders and based on consistent performance can be part of regular source

### Policy

#### De Listing

Vendors having repeated nonperformance (more than twice) will be cautioned of delisting and given final opportunity to bring in improvement. Thereafter if the performance is not satisfactory the vendor will be delisted by predefined committee consisting of representative of Commercial / Functional department with the approval of commercial head. A vendor shall be delisted (Blocked in SAP for Procurement) for a period of 6 months or more. A delisted vendor can be re-inducted after technical assessment on basis of written commitment by the vendor regarding improvement to be taken place and approval of above committee. Such re-inducted vendors shall be started with trial orders and based on consistent performance can be part of regular source

#### Blacklisting of Vendors

Vendors found to be indulging in malpractices, acting against company's interest, involved in illegal / criminal offences, influencing company individual to their benefit; shall be blacklisted (Flag for Deletion in SAP) by a predefined committee consisting of representatives of technical and commercial department with the approval of commercial head. Such blacklisting recommendation shall be send by GM (Purchase) to Commercial Head approval. For removal of blacklisted vendors from recommendation shall be send by unit committee through GM (Purchase) and approval of Commercial Head (CCO) shall be required. All blacklisted vendors code shall be marked for deletion

#### Blacklisted vendors from group companies

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After receiving the communication from group companies GFL will mark the respective vendor codes for deletion if it exists in SAP. If not GFL will generate a new vendor code and mark it for deletion. It will require approval of Commercial Head (CCO) to blacklist group companies referred vendors.

## Chapter 8 – Blacklisting of Contractor

A significant responsibility in contract services management is ensuring a high quality of output from contractors. In order to maintain the quality, it is important to continually review the performance and conduct of contractors and distinguish those that do not adhere to acceptable standards of performance and/ or ethics.

Within the GFL, the multi-plant structure is susceptible to variable contractor performance and conduct across plants, the knowledge of which may not be adequately shared among the plants.

Blacklisting of non-performing and errant contractors is a mechanism followed to ensure required standards of contractor quality & ethics across the organisation. Blacklisting will restrict the award of contracts to contractors whose performance has been found non-satisfactory or who have engaged in unethical business practices.

### Policy

#### Introduction

A significant responsibility in contract services management is ensuring a high quality of output from contractors. In order to maintain the quality, it is important to continually review the performance and conduct of contractors and distinguish those that do not adhere to acceptable standards of performance and/ or ethics.

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Blacklisting of non-performing and errant contractors is a mechanism followed to ensure required standards of contractor quality & ethics across the organisation. Blacklisting will restrict the award of contracts to contractors whose performance has been found non-satisfactory or who have engaged in unethical business practices.

### Contractor Blacklisting

#### Objective of the process

A formal mechanism for blacklisting of contractors from the pool of available contractors will help to maintain a vendor database of quality contractors. The process of blacklisting will

address all contractors that have not performed satisfactorily (for e.g. received a “Not Satisfactory” performance rating during a performance evaluation cycle) and/ or have been observed to indulge in unethical business practices that could adversely affect the reputation of the Gujarat Fluorochemicals Limited.

This process is limited to purchasing organizations at GFL site and Supply Chain organization and can be extended to other groups / purchasing organizations as appropriate.

### **Key policies / Process Principal**

#### **Overview**

The process of blacklisting of contractor consists of four major components:

- Preparation of case for blacklisting of a contractor
- Assessment of risk in blacklisting of a contractor
- Settlement of payment
- Blacklisting of contractor

#### **Coverage**

Blacklisting will address all contractors that have been observed to have consistent poor performance (such as having continuously received “Not Satisfactory” performance rating) or those who have been observed to indulge in unethical business practices that could adversely affect the reputation of the GFL and group companies.

For a list of business practices that may be considered unethical, refer to Annex A. Please note that this is illustrative and not exhaustive. Respective HODs / senior management would have the discretion to assess issues related non-performance /ethics.

#### **Preparation of Case for Blacklisting of Contractor**

Blacklisting would be undertaken at a Plant level and therefore applicable across all the sites. Consensus would need to be arrived at across sites towards the blacklisting of the contractor. Observance of non-performance / ethical violations can be brought to the notice of the Commercial Head by any GFL personnel (EIC, F&A etc) through appropriate communication such as corporate e-mail/ note.

The case for blacklisting of a contractor should be prepared by the Buyer at the site where the contractor has performed poorly (e.g. received an unfavourable performance rating) and/ or

been observed to engage in unethical business practices. The case should include comprehensive information on the contractor, including:

Background information on the contractor

Details of organisation

Length of relationship with the GFL

Category of service(s) provided and no. of contracts awarded during the past three years

Other sites that contractor provides services for

Jobs in execution by contractor

Reasons for blacklisting – details of contractor performance

Past performance of the contractor

Instances of misconduct, if any

No. of warnings issued, if any

Capability development initiatives, if any, taken in respect of the contractor and results thereof

Issues for risk management

Criticality of jobs in execution by contractor

Supply market characteristics for the category of service(s) that the contractor provides

Alternative sourcing arrangements possible for the category of service(s) that the contractor provides

Details of proposal for blacklisting, including period for which contractor should be blacklisted, whether definite or indefinite

For a template of a case for blacklisting, refer to Annex B.

The Buyer must forward the proposal for blacklisting the proposal to Supply Chain (Contracts), which will be responsible for coordinating the discussion for contractor blacklisting.

The discussion for consensus could include participants as per the Participation Matrix in Table 1.

In the event of a performance-related case for blacklisting, performance indicators, as per the Contractor Scorecard, would form the basis for the case for blacklisting. In the event of a breach of ethical norms for business, the severity of the breach and plausible corrective action would be the basis for the case.

For a Sample Contractor Scorecard, refer to Annex C.

### **Assessment of Risk in Blacklisting of Contractor**

Chief Commercial Officer together with the GM (Purchase) (from sites served by the contractor) must have a preliminary discussion to assess the need to blacklist the contractor. A detailed assessment of the business risk in blacklisting of a contractor at the site should be undertaken by Chief Commercial Head with Site CES Heads.

End user feedback will be taken via involvement of Unit Head (from sites served by the contractor) in the discussions. (Refer to participation matrix in Table 1)

Table 1: Participation Matrix

Activity	Case	Contract Cell participants	Engineering Services participants
Discussion on blacklisting of contractor	Contractor provides services for at least one more site	<ul style="list-style-type: none"> <li>• GM (Purchase)</li> <li>• Chief Commercial Officer (CCO)</li> </ul>	CES Head / COO
Assessment of overall business risk of blacklisting contractor	Contractor has provided services for at least one more site in the past three years	<ul style="list-style-type: none"> <li>• GM (Purchase)</li> <li>• Chief Commercial Officer (CCO)</li> </ul>	<ul style="list-style-type: none"> <li>• Unit Head at relevant sites</li> <li>• CES Head / COO</li> </ul>
	Contractor has NOT provided services for any of the other sites in the past three years	<ul style="list-style-type: none"> <li>• GM (Purchase)</li> <li>• Chief Commercial Officer (CCO)</li> <li>• Buyer (site)</li> </ul>	

Note: The participation matrix is indicative in nature; the participants mentioned in the matrix may nominate alternative participants.

### Black Listing of Contractor

Blacklisting will happen in three phases:

Blocking of the Vendor Code – The Vendor Master Guardian will block the Vendor Code for use when approved by Chief Commercial Officer

This action will disallow any new POs from being raised against the Vendor Code.

The Buyer at relevant sites should ensure completion of any pending jobs with the contractor. In case a job must be completed by the contractor, the actual blacklisting of the Vendor Code will be held in abeyance until the completion of the job.

#### Settlement of Payment

This will be triggered as soon as the decision to blacklist a contractor is arrived at.

Finance & Accounts department in consultation with Commercial department is responsible for coordinating the settlement of all payments and claims from the contractor by the respective Site Finance & Accounts departments.

In the event that there are any concerns with recoveries / liabilities with the contractor, F&A will undertake appropriate action in consultation with Commercial Department

All payments and claims from the contractor should be settled by the respective Site/Company Finance & Accounts department (F&A) within the stipulated timelines of the department.

Blacklisting of the Vendor Code – The Vendor Master Guardian will blacklist the Vendor Code. This action will indicate the formal conclusion of the relationship of the relevant site(s) with the contractor. No POs/ OLAs may be issued to such a contractor. No payments will be possible to be made to such a contractor

If a definite period of blacklisting has been agreed upon in the case for blacklisting, then the contractor may, at the end of such period, seek inclusion in the GFL contractor base through the New Contractor Registration Process.

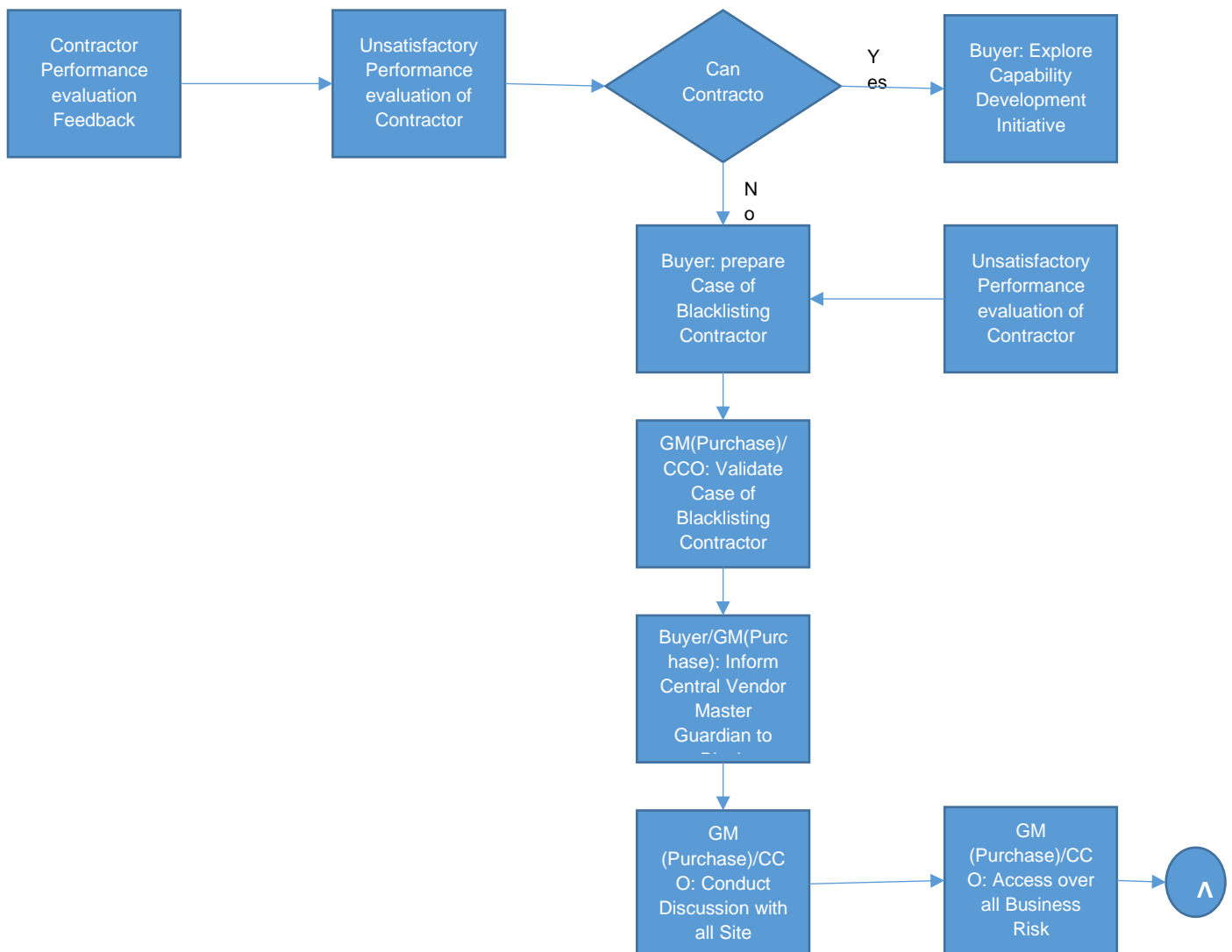
#### Key Responsibilities

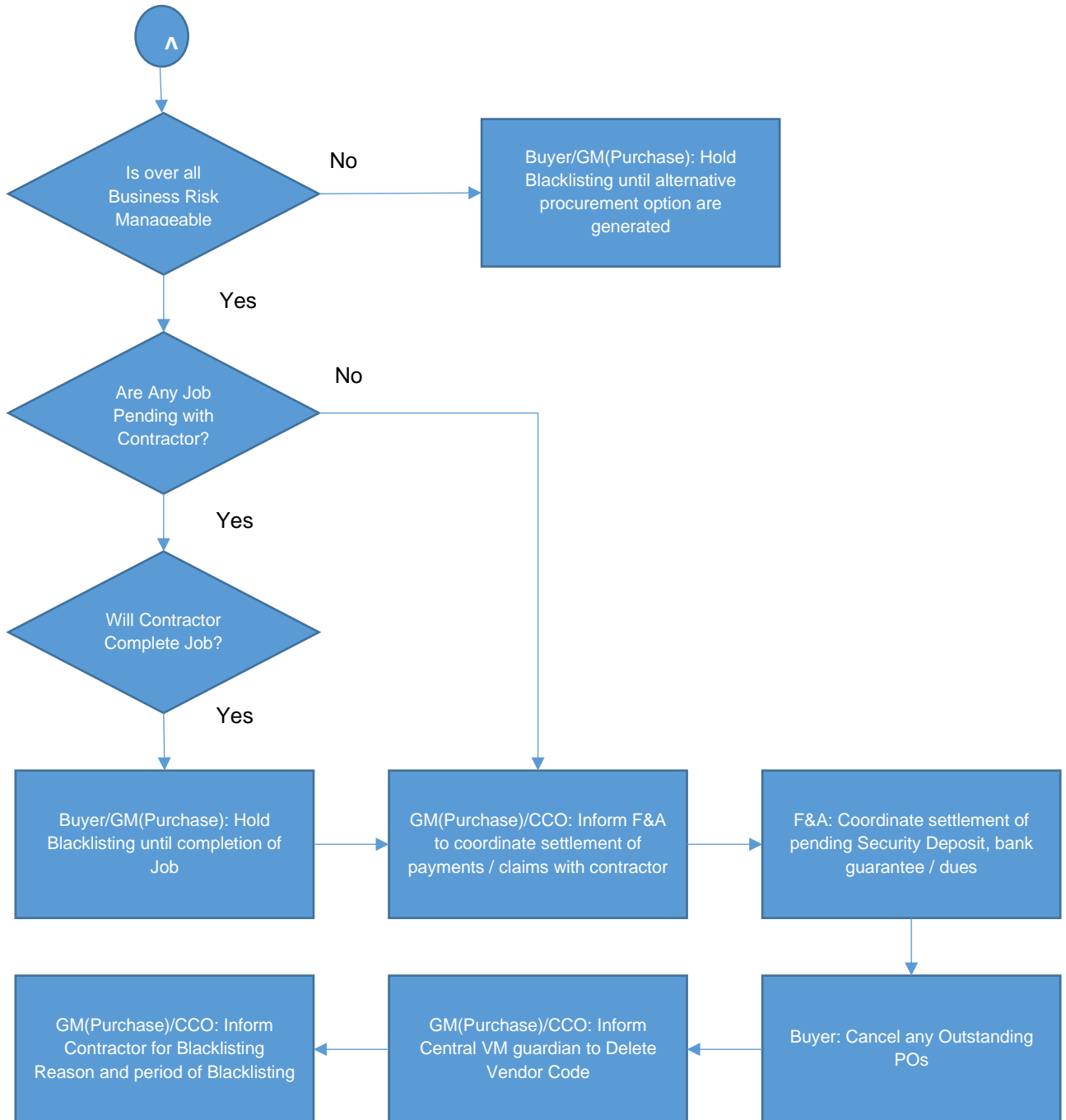
Process Steps	Responsible	Accountable	Consulted	Informed
Prepare case for blacklisting of contractor	Buyer	GM (Purchase)	--	--
Validate case for blacklisting of contractor	GM (Purchase)	CCO	--	--
Inform Central Vendor Master Guardian to block Vendor Code for the contractor	Buyer	GM (Purchase)	--	--
Block Vendor Code	Central Vendor Master Guardian	Central Vendor Master Guardian	--	<ul style="list-style-type: none"> <li>• CCO</li> <li>• Unit Head</li> <li>• F&amp;A</li> <li>• CES</li> <li>• COO</li> </ul>
Discuss with other relevant site(s)	As per the Participation Matrix (Table 1)			
Evaluate overall business risk of blacklisting contractor	GM (Purchase)	CCO	<ul style="list-style-type: none"> <li>• Unit Head (relevant sites)</li> </ul>	--

Inform F&A to coordinate settlement of payments and claims with the contractor	GM (Purchase)	CCO	--	--
Coordinate settlement of pending invoices, security deposits, bank guarantees and any other payments due after eligible deductions with Site F&A	F&A	F&A	--	--
Cancel outstanding POs	Buyer (at relevant sites)	GM (Purchase)	--	--
Inform Central Vendor Master Guardian to delete Vendor Code for the contractor	GM (Purchase)	CCO	--	--
<b>Process Steps</b>	<b>Responsible</b>	<b>Accountable</b>	<b>Consulted</b>	<b>Informed</b>

Delete Vendor Code for the contractor	Central Vendor Master Guardian	Central Vendor Master Guardian	--	<ul style="list-style-type: none"> <li>• Buyer</li> <li>• GM (Purchase)</li> <li>• CCO</li> <li>• Site F&amp;A</li> </ul>
Inform contractor of the blacklisting with reasons for blacklisting and the period for blacklisting	GM (Purchase)	CCO	--	--

Process Flow:





## Frequency / Time Line

Process Steps	Frequency/ Timelines
Prepare case for blacklisting of contractor & validation by CC - HoD	At the end of performance evaluation for a contractor who receives consistent "Not Satisfactory" ratings OR When a case of indulgence in unethical business practices by contractor is observed Within 15 working days of Performance Evaluation & Feedback Meeting OR Within 15 working days of observation of indulgence in unethical business practices by contractor
Blocking of vendor code	2 days from the date of request for blocking sent by Buyer
Evaluate overall business risk of blacklisting contractor	Within 15 working days of the evaluation of the proposal for blacklisting by Buyer
Cancel outstanding POs at relevant site(s)	Within 2 working days of settlement of payments and claims by F&A
Settlement of payments and claims by F&A	As per the stipulated timelines of the department or as directed by F&A
Blacklist Vendor Code at relevant site(s)	Within 2 working day of the receipt of request for blacklisting of Vendor Code

## Exception

No exceptions to the procedure since the process itself will be set in motion only in specific cases where quality of services could be affected and/ or reputation of the Group could be affected adversely due to the contractor's actions.

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## IT Interface

Vendor Codes will be blocked and blacklisted in the Vendor Master in SAP

## Definitions

**AMC:** Annual Maintenance Contracts, also known as Service Contracts, are issued for obtaining specialised services of either proprietary nature or of an authorised representative of the equipment manufacturer. E.g. lifts, DCS system

AMCs are awarded for one to four visits during a year or as specified. These visits may be:

Comprehensive: with spares/ partly with spares/ inclusive of maintenance

Non-comprehensive: without spares

Ad-hoc i.e. on a “per call charge” basis

**ARC:** Annual Rate Contracts are awarded for the jobs to be carried out throughout the year on a regular basis by user department as per a pre-negotiated rate

**Category:** A category comprises a set of services, which are similar in nature, may have similar supply market possibly resulting in employing common procurement strategy across categories

**Contractor Scorecard:** A contractor scorecard lists the parameters on which a contractor will be evaluated and the targets that the contractor must achieve on each parameter. The scorecard is updated with actual ratings at the end of a performance evaluation cycle. The scorecard also records reverse feedback from the contractor as well as contractor capability development initiatives that may be identified from time to time

**EIC:** Engineer-in-Charge is the person responsible for execution and administration of the contract from the user department. In most cases, the Head of the user department would be the EIC

**OTC:** One Time Contracts are awarded for jobs, which are carried out on a one-time basis and have a low probability of being repeated in future

**PO:** A Purchase Order is the contractual document issued to a contractor at the time of award of contract for services for an OTC job. The Purchase Order includes the terms and conditions of the contract.

**Unethical business practice:** Any practice by a contractor that is intended to misrepresent or keep from disclosure the information or evidence of the actual nature of the services offered

by the contractor, as understood from the terms and conditions of the contract awarded, would be deemed to be an unethical business practice

**Vendor Code:** A numeric code that uniquely identifies a vendor. A Vendor Code is generated for a contractor at the time of contractor registration. This code is used as a reference in all official documentation related to the contractor for purposes of procurement, work execution and contractor payments.

Annexures

## REFERENCES

Annex A: List of Unethical Business Practices

## TEMPLATES

Annex B: Template for Case for Blacklisting

Annex C: Sample Contractor Scorecard

### **Annex A – List of Unethical Business Practices**

(Indicative List)

Business practices that may be considered unethical, potentially leading to blacklisting are:

Producing wrong or forged bills to extract unjustified money from principle employer

Indulging in acts of force or violence or to hold out threats of intimidation against any workman with a view to prevent him from attending the work

Failure to implement award, settlement or agreement like minimum wages & PF deposition for its workmen by the contractor

Wilful use of faulty safety equipment

Subcontracting services or part thereof against terms of contract

Use of fabricated documentation at the time of registration or contracting. E.g. licenses such as Contract Labour License as per the Contract Labour Act, necessary legal permits, certification

Use of fake/ duplicate ID cards for manpower i.e. use of manpower without appropriate identification and authorization

Use of or propagation of use of intoxicants, including alcohol and drugs during performance of work

Display of immoral behaviour

Use of GFL / Group Companies name for a separate credit arrangement with or without the knowledge of Group representatives

Theft of any GFL / Group Companies by any contract labour

**Annex B – Template for Case for Blacklisting**

<b>Contractor Name:</b>
<b>Vendor Code:</b>
<b>Case:</b> <short description of case for blacklisting>
<b>Contractor Information</b>
Details of organization (As per vendor registration form)
Category(ies) of services provided:
Length of relationship with GFL / Group Companies (No. of years):
Number of contracts awarded during the past three years:
Group sites on which the contractor provides service:
Jobs currently in execution by contractor:
<b>Reason for Blacklisting</b>
<b>Past Performance</b> <Refer to Contractor Performance Evaluation & Feedback process>
<b>Instances for misconduct, if any</b>
<b>No. of warnings issued (with valid proofs), if any</b>
<b>Business Risk Assessment</b>
<b>Capability building initiatives taken in respect of the contractor and results thereof</b>

<p><b>Alternative vendors for the respective category and their credentials</b> <i>&lt;Market assessment for alternative supply of services&gt;</i></p>
<p><b>Proposal for Blacklisting</b></p>

## Chapter 9 – Reach

**Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)** is a European Union regulation dating from 18 December 2006. REACH addresses the production and use of chemical substances, and their potential impacts on both human health and the environment.

As per REACH, any manufacturer or importer of chemical substances, in amounts greater or equal to 1 tonne/year must submit a registration dossier to ECHA. REACH applies to all chemicals imported or produced in the EU. European Chemicals Agency must be notified of the presence of SVHCs in the product for which GFL has done testing.

For polymer, its monomer should be registered for respective tonnage. In our case all monomers are produced by us and it is registered for REACH.

For GFL all the polymers are going to Europe and need REACH registration. We are using following monomer used in our all polymer manufacturing.

TFE (registered for >1000 MT/Year) Valid till 2019  
VDF (registered for 100-1000 MT/Year) Valid till 2019  
HFP (registered for 100-1000 MT/Year) Valid till 2019

(Above Certificates are attached as Annexure A from Page No 83 to 87)

We also comply with REACH EC/1907/2006 requirements and Substances of Very High Concern (SVHC) and tested for presence of substances in our product. I have attached SVHC report of our PVDF product tested in 2019. Also attached declaration format which we provide to customer.

Date: 13<sup>th</sup> August, 2018

To  
 Vasudha Chemicals Pvt. Ltd.  
 5th floor, Sai Ashish 'A' Wing,  
 Bal Rajeshwar Road, Mulund (West),  
 Mumbai 400 080, INDIA

Re: REACH Compliance for RIL Product: Ethylene Oxide (EO)

Dear Mr. Srinath Shetty,

Reliance Industries Limited ("RIL") wish to inform you about the REACH<sup>1</sup> compliance status of the above-named RIL Product.

### 1. Substance Registration

#### 1.1 RIL Substance Registration

RIL has ensured that the substance(s) produced by RIL comprising the above-named RIL Product is/are duly registered with the European Chemicals Agency ("ECHA")<sup>2</sup>. The registration is valid across the EEA<sup>3</sup> market where the REACH Regulation is enforced. The relevant REACH Registration number(s) for the relevant RIL substance(s) is/are as follows.

RIL Substance	CAS Number	REACH Registration Number	Tonnage Band
Ethylene Oxide	75-21-8	01-2119432402-53-0253	>1000 MT/Year

The indicated registration number(s) is/are specific to RIL and we request that you keep RIL registration numbers solely for your internal records and not circulate them to any third party without prior written consent from RIL. Further, as previously explained, your company's re-export of the RIL Product to the EEA market, as such or as a constituent substance in a product that your company manufactures, is covered by the above RIL REACH registration(s) but only to the extent that the quantity of the RIL Product imported into the EEA by each of your EEA importers (currently M/s Gujarat Fluorochemicals GmbH, for 200 MT) is annually reported by you for the records of RIL's Only Representative.

<sup>1</sup> EU Regulation 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), *Official Journal of the European Union*, L 396 (2006), p. 1 (as amended).

<sup>2</sup> The registration was made by RIL's EU "Only Representative", Steptoe & Johnson LLP, as previously identified to you. Attn: James Searles, Steptoe & Johnson LLP, 489 av. Louise, 1050 Brussels, Belgium. Tel: +32 2626 0500; Email: [jsearles@steptoe.com](mailto:jsearles@steptoe.com)

<sup>3</sup> The European Economic Area (EEA) comprises the current 28 Member States of the European Union plus Iceland, Lichtenstein and Norway. All EEA countries apply and enforce the REACH Regulation.



Failure to regularly and timely report the annual import tonnages will cause the RIL registration coverage of your re-exports to lapse and thus cause the imports into the EEA to be REACH non-compliant and potentially subject to penalties.

To the extent that the RIL Product is a substance, or a mixture which contains a constituent substance, which only needs to be registered by 31 May 2018 due to the small volume placed on the EEA market, RIL has pre-registered the relevant substance(s) and pre-registration means that the substance(s) will be REACH compliant pending the 2018 registration. RIL presently intends to fulfill all such future registrations but if RIL for any reason decides to the contrary in the interim period, we will inform you directly of such decision.

### **1.2 Upstream Supplier Registration**

If the above-named RIL Product is a mixture which includes any substance(s) not produced by RIL, RIL has secured appropriate written confirmation of REACH compliance from the upstream supplier(s) of such other substance(s). This includes confirmation on intended supplier registration of any substance(s) that may have a 31 May 2018 REACH registration deadline.

### **2. Candidate List Status**

Also regarding the above-named RIL Product, RIL wishes to assure you that, to the best of its knowledge, the Product does not incorporate above a concentration of 0.1% (w/w) any of the substances that have been identified to date by ECHA for its "Candidate List" of Substances of Very High Concern (SVHC) for authorization<sup>4</sup>. Where relevant, RIL has secured corresponding assurances from its suppliers. As you may know, the 'candidate list' may be periodically amended by ECHA and, should the current position change as a result of such ECHA amendments, we will notify you as soon as possible.

### **3. Authorisations**

RIL additionally wishes to inform you that no substances produced by RIL have been identified as SVHC and included in the REACH "Authorisation List" (REACH Annex XIV). Therefore, there is no Annex XIV ban on use or placing on the EEA market of any RIL substances. To the extent that a RIL substance is ever formally proposed to be placed on the Authorisation List, RIL will notify you immediately and will take due action with ECHA to seek either exemption or ECHA authorization to continue proven safe uses of the substance.

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<sup>4</sup> The SVHC substances presently listed by ECHA can be found at: <https://echa.europa.eu/candidate-list-table>



#### 4. Our REACH Commitment

RIL has been dedicated to full supply chain compliance, from its production to final sales of its products across the EEA, since REACH was first enacted by the European Union. RIL confirms that it will continue to make every effort to comply fully with REACH requirements and to maintain supply continuity in accordance with this legislation.

Finally, while you will be in correspondence with Steptoe & Johnson LLP in respect of the matters covered by its Only Representative ("OR") responsibilities on behalf of RIL, please direct any specific enquiries on REACH compliance of RIL Products directly to your usual RIL contact.

Yours sincerely,



Pankaj Sagotra  
Lead – Marketing Technical Services  
Fibre Intermediates Business  
Reliance Industries Limited

Expiration date: December 31, 2019

## REACH Registration Certificate

In compliance with Regulation (EC) 1907/2006 of the European Parliament and the Council of 18<sup>th</sup> December 2006 concerning Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the non-EU manufacturer, as printed below, has appointed **Gujarat Fluorochemicals GmbH** to act as its Only Representative (OR) according to Article 8 of REACH regulation and completed the REACH registration for the following substance.

Non-EU manufacturer: **Gujarat Fluorochemicals Limited**

Principal place of business: Inox Towers, Plot No. 17, Sector 16-A, Noida – 201301 U.P. (India)

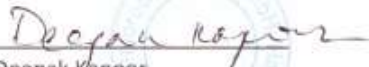
Substance name	EC no.	CAS no.	Confirmed Tonnage	Registration no.
Tetrafluoroethylene	204-126-9	116-14-3	>1000	01-2119487991-21-0019



This certificate represents that based on all the available information known to **Gujarat Fluorochemicals GmbH** who acts as the OR at this date, all duties under REACH regulation regarding the registration according to Article 23 and Article 28 of the regulation with respect to the above identified substance have been fulfilled.

### Only Representative details:

- OR Name : Gujarat Fluorochemicals GmbH  
6<sup>th</sup> floor, Regus Business Centre,  
Am Kaiserkai 1, 20457 Hamburg, Germany
- Contact Person : Deepak Kapoor
- Telephone no. : +49 40 808074 654
- Email : dkapoor@gfl.co.in

Confirmed by signature, 1<sup>st</sup> January, 2019

  
 Deepak Kapoor

Tel. : (02641) 618031 (Administration) 618041-50 (Purchase) 618086-87 (Security) Fax : (02641) 618012 (Purchase)		<b>GUJARAT FLUORO-CHEMICALS LIMITED</b> DAHEJ COMPLEX	
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12/A GIDC Dahej Industrial Estate, Tal. Vagra, Dist. Bharuch-392130 Gujarat, India.

**Declaration**


**REACH (EC 1907/2006) Substances of Very High Concern (SVHC)**  
**Candidate List dated July 16, 2019**

Dear Valued Customer,

This is to certify that INOLUB™ T330F and INOLUB™ T109 comply with the SVHCs candidate list updated on July 16, 2019.

We wish to thank you for your continued interest in INOLUB™ PTFE micropowder.

**For Gujarat Fluorochemicals Ltd.**



**(Rajeev Chauhan)**  
**Head – QA/TS**  
**07-October-2019**

## Chapter 10 – Green Procurement Initiative

Gujarat Fluorochemicals Limited establish the green procurement guidelines and it has been promoting environmental management throughout the entire supply chain in order to provide more environmentally responsible product.

As we continue developing our business operations in various fields, it is our mission to proactively develop initiatives to respond to environmental issues. Incorporating environmental initiatives throughout our management must be a priority for us.

Under the precept “environmental response is an important management resource,” we must integrate environmental initiatives into our corporate management since they can lead to business expansion, improved business performance, and further enhancement of our credibility with outside parties. We intend to continue being a leading company in the practice of “environmental management,” thus contributing to a healthier global environment as a good citizen of the earth

Following is initiatives towards Green Supply Chain

- 1) Import of Bulk Raw Materials from Local ports results in reduction of fuel costs and reduced emissions

Product	Earlier	Now	App distance reduced
Methanol	Kandla	Hazira	350 kms
Fourspar	Mumbai	Hazira	500 kms
Chloroform	Kandla	Hazira	350 kms

- 2) a) Importing coal at Dahej port instead of getting from Nagpur leading to drastic reduction of Fuel costs and also reduced Emissions.  
b) using Indonesian Coal where the Ash % is much lower than Indian coal. Ash % is 36 in Indian coal only 7% in Indonesian Coal.
- 3) Disposal to Fly Ash to Brick Manufacturers and save from Pollution.
- 4) Procurement of Salt from local suppliers to avoid fuel costs even though good quality of material available from Distant places.

- 5) Compulsory use of Tarpaulins for bulk materials Salt, Coal , Gypsum to avoid air pollution enroute.
- 6) Usage of higher capacity vehicles in place of small capacity vehicles to reduce emissions and fuel consumption.
- 7) Stopped hiring vehicles of more than 5 years old
- 8) Increase in the sale of HCL to local customers leading to reduction in fuel consumption.
- 9) Discontinuing printouts of office documentation leading to savings of paper and saving environment
- 10) Discontinuation usage of plastic cups and canteen and office and replaced with ceramic cups areas to avoid plastic and paper consumption.
- 11) Sourcing of bulk Raw Material Salt from nearby location sources at Dahej instead of getting it from distantly located source like Kutch, Morbi and Bhavnagar.
- 12) Sourcing of bulk Raw Material Sulphuric Acid from nearby Dahej Located Sources instead of buying it from Distantly located sources like Nirma Ahmedaba, Panoli Intermediates, Kutch etc
- 13) Avoiding of sourcing of Major Raw Material Sulphuric Acid from Sulphur based source (Air become polluted due to burning of Sulphur while producing sulphuric acid) and instead always buying sulphuric basic produced as co product of copper

## Chapter 11 – CSR by Supplier

All our major suppliers are actively involved in various CSR activities.

Example, our major packaging material supplier Time Technoplast Limited, is one of the leading company in their sector heading various CSR activities.

Link to their website: <https://www.timetechnoplast.com/>



### **LOANS, GUARANTEES & INVESTMENTS:**

The particulars of loans, guarantees and investments have been disclosed in the financial statements.

### **PUBLIC DEPOSITS:**

The Company has not accepted any deposit from the Public during the year under review, under the provisions of the Companies Act, 2013 and the rules framed thereunder.

### **DIRECTORS' RESPONSIBILITY STATEMENT:**

The Directors hereby confirm:

- a) that in the preparation of the annual accounts, the applicable accounting standards have been followed along with proper explanation relating to material departures.
- b) that the Directors have selected such accounting policies and applied them consistently and made judgments and estimates that are reasonable and prudent so as to give a true and fair view of the state of affairs of the Company at the end of the financial year and of the profit of the Company for that period.
- c) that the Directors have taken proper and sufficient care for the maintenance of adequate accounting records in accordance with the provisions of the Companies Act 2013 for safeguarding the assets of the Company and for preventing and detecting fraud and other irregularities.
- d) that the Directors have prepared the annual accounts on a going concern basis.
- e) that the Directors have laid down internal financial controls to be followed by the Company and that such internal financial controls are adequate and are operating effectively.
- f) that the Directors have devised proper systems to ensure compliance with the provisions of all applicable laws and that such systems were adequate and operating effectively.

### **AUDIT COMMITTEE COMPOSITION:**

The details pertaining to composition of Audit Committee are included in the Corporate Governance Report which forms a part of this Report.

### **CORPORATE SOCIAL RESPONSIBILITY (CSR) ACTIVITIES:**

The Company has constituted a CSR Committee and adopted a CSR Policy pursuant to the provisions of Section 135 of the Companies Act, 2013 read with the Companies (Corporate Social Responsibility Policy) Rules, 2014, based on the recommendations of the CSR Committee. The CSR Policy is available on the website of the Company.

The composition of the CSR Committee is disclosed in the Corporate Governance Report which forms part of this Annual Report. The report on CSR activities undertaken by the Company in accordance to the Companies (Corporate Social Responsibility) Rules, 2014 is annexed to this Report at Annexure C.

### **MANAGEMENT DISCUSSION AND ANALYSIS REPORT:**

Management Discussion and Analysis Report for the year under review, as stipulated under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 is presented in a separate Section forming part of this Annual Report.

### **CORPORATE GOVERNANCE:**

The Company's philosophy is based on the values of transparency, customer satisfaction, integrity, professionalism and accountability. The Company adheres to corporate culture of integrity and consciousness. Corporate Governance is a journey for constantly improving sustainable value creation.

As required under the provisions of Regulation 34(3) read with Schedule V of the SEBI Listing Regulations, a separate report on Corporate Governance forms part of this Annual Report, together with a Certificate from the Auditors of the Company regarding compliance of conditions of Corporate Governance.

## TIME TECHNOPLAST LIMITED

**"ANNEXURE C" TO THE DIRECTORS' REPORT****CORPORATE SOCIAL RESPONSIBILITY:**

- I. A brief outline of the Company's CSR policy, including overview of projects or programs proposed to be undertaken and a reference to the web-link to the CSR policy and projects or programs.  
The CSR policy of the Company is available on the website of the Company. <http://www.timetechnoplast.com/>
- II. Composition of the CSR Committee is as under:

Sr. No.	Name of the Member	Nature of Directorship
1	Mr. Bharat Vageria	Whole Time Director – Chairman
2	Mr. Raghupathy Thyagarajan	Whole Time Director
3	Mr. M.K. Wadhwa	Non Executive & Independent Director

The CSR committee meeting was held on 09/11/2017 & 29/03/2018 and members took on records activities undertaken during the financial year as well as the expenditure incurred for undertaking those activities.

**III. Our Focus Areas:**

- Benefit to under privileged
- Sanitation
- Environmental Sustainability
- Education
- Healthcare
- Drinking Water Supply
- Infrastructural Development
- Sports & Cultural Activities

Company is committed to upholding the highest standards of CSR. We believe in positively impacting the environment and supporting the communities we operate in, focusing on sustainability of our programs and empowerment of our communities. Company has a dedicated Committee which is responsible for the CSR activities.

**IV. Activities undertaken by the Company:****a) Jal Nidhi/ Supply to Drinking Water to Villages:**

Company's product "Aqua Pack", is a rigid & light weight food safety bottle in a back pack which can carry 20 liters of water comfortably. Aqua Pack is Light weight, puncture resistant & free standing bottle. Company has supplied Aqua Pack for drinking water to the villagers located nearby plant areas.

**b) Rural Infrastructural Development:**

To upgrade Rural Infrastructure, Company is coordinating with Gram Panchayat and contributing towards the development of roads and other infrastructural facilities. For the development of connecting roads of nearby villages of plants, Company is coordinating with Gram Panchayat and looking for best possible avenues for the development of roads which will improve travelling conveyances for villagers.

Housing is one of basic requirements for human survival. For a shelter less person, possession of a house brings about a profound social change in his existence, endowing him with an identity, thus integrating him with his immediate social background. Company is coordinating with the government authorities and contributed towards the development of houses for the villagers residing near Company's plants.

**c) Promotion of Sports:**

Company is organizing and participating for the promotion of sports activities. To spread the importance of Sports and Fitness, Company has contributed and arranged various sports instruction programs and helped schools to organize Sports Cultural festivals.

**d) Health & Medical activities :**

Company has undertaken different health & medical related activities, aimed at improving health. Each activity organized and arranged for Villagers provides them guidance on health-related issues. Company has also arranged blood donation camps and aims to find out knowledge, attitude and practices of people towards voluntary blood donation. Near Company's plants, Company has also arranged one week arranged Free Medical Checkups for activities like Health checkup, Dental Checkup, provision of medical aids to handicapped etc.

**e) Education:**

Management of the Company gives utmost important to the educational requirement of the youth. Company has organized various educational programs and activities for the youth including scholarship to bright students, contests, projects, campaigns and events. Contribution has been made for the Infrastructural improvement at Schools and Hostels, Distribution of Stationeries and sports items to schools, Water Cooler facilities etc.

**f) Miscellaneous :**

In association with local panchayat and Government Agencies, company is distributing dustbins throughout the year. Employees of the Company have participated in Swachh Bharat Abhiyan for the promotion of cleanliness in the areas surrounding plants. Company had provided toilet blocks to the villagers near Daman, Mahad, Bhuj & Silvassa. Also handed over 10 Blocks to Gram panchayats which are extremely benefited to the small villages.

**V.** Average net profit of the Company for last three financial years: ₹ 11,565.11 Lacs

**VI.** Prescribed CSR Expenditure (two per cent of the amount as in Item 3 above): ₹ 231.30 Lacs

**VII.** Amount spent during the financial year:

During the previous year, company has spent a sum of ₹ 151.30 Lacs.

Company remains committed to contribute for various philanthropic causes particularly for the education, healthcare and benefits of underprivileged. Various other projects under Swachh Bharat Abhiyan for building community toilet blocks, a project for skill development and enhancing the employability of Students and a project for road safety improvements are under process. Company is reviewing these projects with the help of experts in relevant fields.

The Company would also undertake other need based initiatives in compliance with Schedule VII to the Companies Act.

Company remains committed towards the spending of above mentioned amount towards the wellbeing and welfare of the society.

**VIII.** Responsibility Statement by the CSR Committee: The implementation and monitoring of the CSR Policy is in compliance with the CSR objectives and Policy of the Company.

**For and on behalf of the Board**

**ANIL JAIN**  
**MANAGING DIRECTOR**  
**DIN-00183364**

**BHARAT VAGERIA**  
**DIRECTOR- FINANCE**  
**DIN- 00183629**

**Date: 24.05.2018**

**Place: Mumbai**

Following is detail / link where indicated GFL won “Freudenberg-NOK Announces Supplier Excellence Achievement Award”

<https://www.mfrtech.com/article/freudenberg-nok-announces-supplier-excellence-achievement-award-winners>

## Chapter 12- Annexure



Expiration date: December 31, 2019

### REACH Registration Certificate

In compliance with Regulation (EC) 1907/2006 of the European Parliament and the Council of 18<sup>th</sup> December 2006 concerning Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the non-EU manufacturer, as printed below, has appointed **Gujarat Fluorochemicals GmbH** to act as its Only Representative (OR) according to Article 8 of REACH regulation and completed the REACH registration for the following substance.

Non-EU manufacturer: **Gujarat Fluorochemicals Limited**

Principal place of business: Inox Towers, Plot No. 17, Sector 16-A, Noida – 201301 U.P. (India)

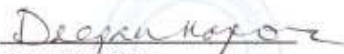
Substance name	EC no.	CAS no.	Confirmed Tonnage	Registration no.
Vinylidene Fluoride	200-867-7	75-38-7	100-1000	01-2119474211-48-0021

This certificate represents that based on all the available information known to **Gujarat Fluorochemicals GmbH** who acts as the OR at this date, all duties under REACH regulation regarding the registration according to Article 23 and Article 28 of the regulation with respect to the above identified substance have been fulfilled.

#### Only Representative details:

- OR Name : Gujarat Fluorochemicals GmbH  
6<sup>th</sup> floor, Regus Business Centre,  
Am Kaiserkai 1, 20457 Hamburg, Germany
- Contact Person : Deepak Kapoor
- Telephone no. : +49 40 808074 654
- Email : dkapoor@gfl.co.in

Confirmed by signature, 1<sup>st</sup> January, 2019

  
 Deepak Kapoor  
 Gujarat Fluorochemicals GmbH

Expiration date: December 31, 2019

### REACH Registration Certificate

In compliance with Regulation (EC) 1907/2006 of the European Parliament and the Council of 18<sup>th</sup> December 2006 concerning Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the non-EU manufacturer, as printed below, has appointed **Gujarat Fluorochemicals GmbH** to act as its Only Representative (OR) according to Article 8 of REACH regulation and completed the REACH registration for the following substance.

Non-EU manufacturer: **Gujarat Fluorochemicals Limited**

Principal place of business: Inox Towers, Pot No. 17, Sector 16-A, Noida – 201301 U.P. (India)

Substance name	EC no.	CAS no.	Confirmed Tonnage	Registration no.
Hexafluoropropene	204-127-4	116-15-4	100-1000	01-2119471981-30-0022

This certificate represents that based on all the available information known to **Gujarat Fluorochemicals GmbH** who acts as the OR at this date, all duties under REACH regulation regarding the registration according to Article 23 and Article 28 of the regulation with respect to the above identified substance have been fulfilled.

Only Representative details:

- OR Name : Gujarat Fluorochemicals GmbH  
6<sup>th</sup> floor, Regus Business Centre,  
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- Telephone no. : +49 40 808074 654
- Email : dkapoor@gfl.co.in

Confirmed by signature, 1<sup>st</sup> January, 2019

  
 Deepak Kapoor

Expiration date: December 31, 2019

### REACH Registration Certificate

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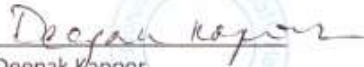
Substance name	EC no.	CAS no.	Confirmed Tonnage	Registration no.
Tetrafluoroethylene	204-126-9	116-14-3	>1000	01-2119487991-21-0019

This certificate represents that based on all the available information known to **Gujarat Fluorochemicals GmbH** who acts as the OR at this date, all duties under REACH regulation regarding the registration according to Article 23 and Article 28 of the regulation with respect to the above identified substance have been fulfilled.

Only Representative details:

- OR Name : Gujarat Fluorochemicals GmbH  
6<sup>th</sup> floor, Regus Business Centre,  
Am Kaiser Kai 1, 20457 Hamburg, Germany
- Contact Person : Deepak Kapoor
- Telephone no. : +49 40 808074 654
- Email : dkapoor@gfl.co.in

Confirmed by signature, 1<sup>st</sup> January, 2019

  
 Deepak Kapoor

Tel.: (02641) 618031 (Administration)  
 618041-50 (Purchase)  
 618088-87 (Security)


  
**GUJARAT  
FLUORO CHEMICALS  
LIMITED**  
 DAHEJ COMPLEX



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12/A, GIDC Dahej Industrial Estate, Taluka : Vagra, Dist. Bharuch - 392 130, Gujarat. India.

20<sup>th</sup> May 2019

**REACH Compliance of INOFLAR™ 1005**

Dear Customer,

The REACH registration status of individual input materials used for manufacturing INOFLAR™ 1005 in quantities between 100 to 1000 MT/year is as under:

Component	CAS No.	REACH registration no.	Confirmed tonnage	OR Details
Vinylidene Fluoride	75-38-7	01-2119474211-48-0021	100-1000	OR name: Gujarat Fluorochemicals GmbH 6 <sup>th</sup> Floor, Regus Business Centre, Am Kaiserkai 1, 20457, Hamburg, Germany Contact person: Deepak Kapoor Telephone no: + 49 40 808074 654 Email: dkapoor@gfl.co.in

We confirm that INOFLAR™ 1005 comply with REACH EC/1907/2006 requirements and Substances of Very High Concern (SVHC) candidate list updated on January 15, 2019.

For Gujarat Fluorochemicals Limited



Rajeev Chauhan  
 (Head – Q.A./TS)  
 Phone: +91 2641618071

## Test Report

Report No : TUV(I)/18635/18-19/0021905002 PI

Date : 18 Mar 2019



<b>Name and address of customer</b>	:	<b>Gujarat Fluorochemicals Ltd.</b> <b>12/A, GIDC, Dahej Industrial Estate, Tal.: Vagra,,</b> <b>Bharuch</b> <b>Pincode-392130</b>
<b>Name of the sample</b>	:	<b>INOFLAR 1005</b>
<b>Lab sample Id No.</b>	:	<b>0021905002</b>
<b>Batch No./ Code no.</b>	:	-
<b>Date of sample receipt</b>	:	<b>19 Feb 2019</b>
<b>Date(s) of analysis</b>	:	<b>28 Feb 2019 - 18 Mar 2019</b>
<b>Objectives Of Examination</b>	:	To test for compliance with 197 Substance of Very High Concern(SVHC) as per candidate list promulgated by European Chemicals Agency(ECHA) which are defined in Article 57 of REACH Regulation(EC1907/2006) Testing is Performed on individual component as per Customer's Request.
<b>REACH Requirement</b>	:	AS per Article 33(1) of the REACH Regulation(EC1907/2006), recipients of product must be provided with information of safe use if any of the tested substances (SVHC) exceeded 0.1% (w/w) (i.e.1000 mg/kg)
<b>Sample drawn by</b>	:	Customer
<b>Conclusion</b>	:	

The submitted sample were Tested as and concentration of SVHC's are $\leq 0.1$ %w/w considering the scope and analytical technique used	<b>PASS</b>
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For detail Test Results refer further pages