



# GUJARAT STATE FERTILIZERS & CHEMICALS LIMITED

Fertilizernagar - 391 750. Vadodara, Gujarat, INDIA.

CIN : L99999GJ1962PLC001121

GSFC/MKTG/VP(M-IP,ADC & Finance)/AMMONIA/18-19

31/03/2018

M/s Mysore Ammonia Supply Corpn. *LLP.*  
112, Turf Estate, Shakti Mill Lane,  
Dr. E. Moses Road, Mahalaxmi,  
Mumbai-400 001

## Subject: Renewal of Dealership of Anhydrous Ammonia

Dear Sirs,

We have reviewed your sales performance of Anhydrous Ammonia for the period April'2016 to March'17 & April'17 to Feb'18 and considering your satisfactory performance, we are pleased to renew your dealership for Anhydrous Ammonia for further period upto 31<sup>st</sup> March'2020 on following terms and conditions:

### 1.0 SALES TARGET:

Depending upon the surplus availability of Anhydrous Ammonia from our plant, we shall communicate you target for quantity lifting from time to time on monthly or quarterly basis.

### 2.0 SECURITY DEPOSIT:

2.1 You have currently provided us cash security deposit of Rs. 5.0 Lacs on which interest as decided by us from time to time shall be paid. The current rate of interest is 7% per annum.

The cash security deposit furnished by you shall be covering your liability for dealership arrangement with us.

### 2.2 SECURITY FOR SUPPLIES:

Rs.5.0 Lacs security provided by you as above shall be considered as security for supplies against credit. In case material supply is more than this, you will be required to provide suitable security in the form of bank guarantee/L/C or cash deposits of desired amount to us.

### 3.0 PRICE :

We will decide the price of Anhydrous Ammonia from time to time and price prevailing on the date of despatch will be applicable to you.

GST and any other Govt. levies shall be charged on prevailing price as per the rates fixed by Central Government and Gujarat Government from time to time.

FOR MYSORE AMMONIA SUPPLY CORPN. LLP

*[Signature]*  
MANAGER / PARTNER

Ph. : (0) +91-265-2242451, 2242651, 2242751, 2242641

Fax : +91-265-2240966 - 2240119 • Website : [www.gsfclimited.com](http://www.gsfclimited.com) • e-mail : [ho@gsfcitd.com](mailto:ho@gsfcitd.com)

**ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001 Certified Company**

# GUJARAT STATE FERTILIZERS & CHEMICALS LIMITED

Fertilizernagar - 391 750. Vadodara, Gujarat, INDIA.

**4.0 PAYMENT TERMS:** IN : L99999GJ1962PLC001121

**4.1 Credit**

We will be supplying you Anhydrous Ammonia on ADVANCE PAYMENT or CREDIT TERMS as decided by us from time to time against suitable security like B/G / LC / CASH, Deposit etc. However, as per our current practice, we shall prefer to supply the material against advance payment.

On dishonour of cheques, penalty of Rs. 5,000/- or 0.75% of the cheque amount, whichever is higher shall be levied.

**4.2 Cash Discount:**

In case material is supplied against advance payment, we shall be offering you cash discount in lieu of credit as per the rate decided by us from time to time by way of credit note at the end of each month or as specified in our scheme from time to time. The current rate of cash discount is @12% p.a. on Invoice value in lieu of 30 credit days.

**4.3 Penal Interest:**

In case supplies are effected on credit and payment is not made on due date, penal interest will be recovered at the rate decided by us from time to time. The current rate of penal interest is @ 15% per annum of the invoice value and such penal interest shall be recovered by way of debit note. Debit note for the same shall be issued on monthly basis and will be adjusted in the next payment, if remain un paid within 7 days from the date of debit note. Non-payment of credit supplies on due date or debit notes raised by us would be viewed adversely while reviewing your performance for subsequent renewals.

**5.0 TRADE DISCOUNT :**

Trade discount shall be paid as decided by us from time to time and same shall be communicated to you. At present, the applicable trade discount is Rs.200 PMT on lifting Ammonia. Discount shall be given by way of Credit Note after completion of each month or as specified in our scheme from time to time.

**6.0 DELIVERY:**

While taking delivery of Anhydrous Ammonia at GSFC Factory i.e. Fertilizernagar / Sikka Unit by you or by your authorised road transporter, all the safety and security rules of the Company shall be strictly followed. All the road tankers for lifting Anhydrous Ammonia shall have valid RTO License, Explosive License and/or Hazardous Chemical etc. Besides these, they should also carry with them copy of MSDS and duly filled-in safety form enclosed herewith. You shall require to submit a copy of the storage license for Anhydrous Ammonia certified by CCE, Nagpur.

FOR MYSORE AMMONIA SUPPLY CORPN. LLP



MANAGER / PARTNER

Ph. : (0) +91-265-2242451, 2242651, 2242751, 2242641

Fax : +91-265-2240966 - 2240119 • Website : www.gsfclimited.com • e-mail : ho@gsfcld.com

**ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001 Certified Company**

# GUJARAT STATE FERTILIZERS & CHEMICALS LIMITED

Fertilizernagar - 391 750. Vadodara, Gujarat, INDIA.

The tanker drivers reporting for lifting of Anhydrous Ammonia should have with them the personal protective appliances like PVC hand-glove, Gumboot, PVC goggles, Face Shields etc. and TREM CARDS. They should also keep eyewash bottle with clean water.

## 7.0 RETAIL SELLING:

7.1 You shall sale Anhydrous Ammonia to the customers only at the selling price decided by us from time to time and conveyed to you.

7.2 As already communicated through our earlier mails, you would ensure that poaching is not done by you on the customers catered by other Business Associates operating in your territory.

## 8.0 DIRECT SUPPLY TO CONSUMERS DUE TO SALES TAX / EXCISE REQUIREMENT

Sometimes, against order procured by you, material is required to be supplied to customers directly to enable them to avail GST exemption. For such orders procured by you, the responsibility of payment collection, exemption form collection, despatch coordination etc. shall be yours and any consequences of delay in payment as well as principal amount shall be yours.

## 9.0 OTHER TERMS AND CONDITIONS:

9.1 The weighment recorded in our weighbridge and accepted by your authorised transporter / representative while loading and also mentioned in the delivery challan / invoice will be final and binding on you. We will not entertain any complaint whatsoever in quantity once the material leaves our factory.

9.2 The dealership agreement with you is personal and you can not assign or transfer it to any third party. In the event it comes to the notice of the Company that the arrangement is not being handled personally and is being handled by others, the dealership agreement will be discontinued without any notice or assigning any reason thereof.

9.3 You shall make your own arrangement for lifting Anhydrous Ammonia from us at your own cost as per the procedure communicated by us from time to time.

9.4 The quality of Anhydrous Ammonia will be as per our standard specifications and any problems related to quality should be brought immediately to our notice.

9.5 Our responsibility will cease on delivery of Anhydrous Ammonia at our factory and once your authorized road transporter lifts the consignment.

All insurance and other risk shall be borne by you.

FOR MYSORE AMMONIA SUPPLY CORPN. LLP

  
MANAGER / PARTNER

Ph. : (0) +91-265-2242451, 2242651, 2242751, 2242641

Fax : +91-265-2240966 - 2240119 • Website : www.gsfclimited.com • e-mail : ho@gsfcltd.com

**ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001 Certified Company**

# GUJARAT STATE FERTILIZERS & CHEMICALS LIMITED

Fertilizernagar - 391 750, Vadodara, Gujarat, INDIA.

CIN : 199999G11962PLC001121

- 9.6 Any complaint regarding the invoice shall be intimated to us within seven days from the date of receipt.
- 9.7 As a dealer of GSFC, you will ensure the transparency and following the Ethics Pact for good business. Any deviation in this regard will render GSFC to terminate this dealership.
- 9.8 To re-assure your commitment to the company, particularly when we intend to push our sale, you would not sell imported / our competitors' product.
- 9.9 We reserve the right to market the above product directly or through any other agencies. The Company reserves the right to discontinue above selling arrangement at any time without any reason whatsoever and without giving any compensation in this respect.
- 9.10 In case of any dispute or disagreement, only BARODA COURT shall have the jurisdiction.
- 9.11 We shall communicate other terms and conditions, if any, from time to time.

## 10.0 FORCE MAJEURE:

We will endeavor to meet your full requirement of Anhydrous Ammonia as per the enquiry offered on pro-rata basis unless FORCE MAJEURE which affects availability of raw material for production of Anhydrous Ammonia break-down in plant and any other such reasons which are beyond the control of GSFC.

We are forwarding this letter as well as Ethics Pact in DUPLICATE and would request you to return the duplicate copy of this letter as well as Ethics Pact duly signed and stamped as a token of your acceptance of above terms and conditions.

Thanking you,

Yours faithfully  
For Gujarat State Fertilizers and Chemicals Ltd.

*D V Pathakjee*  
D V Pathakjee  
Vice President (M-IP, ADC & Finance)



FOR MYSORE AMMONIA SUPPLY CORPN. LLP

*[Signature]*  
MANAGER / PARTNER

We accept above terms and conditions of this letter.

PLACE VADODARA FOR \_\_\_\_\_  
DATE 18/04/2018

Ph. : (0) +91-265-2242451, 2242651, 2242751, 2242641

Fax : +91-265-2240966 - 2240119 • Website : www.gsfclimited.com • e-mail : ho@gsfcitd.com

**ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001 Certified Company**

# Gujarat State Fertilizers & Chemicals Limited

## Ethics Pact

### OUR ENDEAVOUR

Create an environment where Business Confidence is built through Best Business Practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society and the nation.



### CODE OF CONDUCT

We hereby agree to carry-out our tasks with :

- ❖ highest ethical practices
- ❖ integrity and judiciousness
- ❖ courtesy and understanding
- ❖ objectivity and transparency

### GSFC'S COMMITMENT

- ✍ To maintain the highest ethical standards in business and professions.
- ✍ To ensure maximum transparency to the satisfaction of stakeholders.
- ✍ To ensure to fulfil the terms of agreement / contract and to consider objectively the viewpoint of parties
- ✍ To be regular in payment for work done
- ✍ To ensure that no improper demand is made by employees or by any one on our behalf.
- ✍ To give maximum possible assistance to all the Vendors / Suppliers / Service Provider and other to enable them to complete the contract in time.

### PARTY'S COMMITMENT

- ✍ Not to bring pressure / recommendations from outside GSFC to influence it's decision
- ✍ Not to use intimidation, threat, inducement or Pressure of any kind on GSFC or any of it's employees under any circumstances.
- ✍ To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
- ✍ To provide goods and services timely as per agreed quality and specifications at minimum cost to GSFC.
- ✍ To abide by the general discipline to be maintained in our dealings.
- ✍ To be true and honest in furnishing information.

*Paltrajee ou.*



Seal & Signature  
(GSFC's Authorised Signatory)



*Chal*

Seal & Signature  
(Party's Authorised Person)

Date : 31-03-2016

**Making Ethics the foundation of business success**