



EOI No.1000355961,dated 12th Aug 2020, System ID 75840

EXPRESSION OF INTEREST (EOI) FOR ENROLLING BIDDERS FOR LONG TERM ARRANGEMENT OF SUPPLY OF DENATURED ANHYDROUS ETHANOL TO OIL MARKETING COMPANIES' (OMCs) LOCATIONS FOR THE PERIOD FROM 01.12.2020 TO 30.11.2025

ANNEXURE-VII

(On Non-Judicial Stamp Paper as prescribed in the respective State)

DRAFT COPY OF AGREEMENT

(Joint EOI _____ Cycle No. _____ dated _____) for Ethanol Procurement during _____ to _____)

Articles of agreement made at _____ this _____ day of _____ two thousand _____ between the _____, a Company incorporated Under the Indian Companies Act 1956, being an undertaking of the Govt. of India and having its Registered Office at _____, hereinafter referred to as "Purchaser" of the One part and M/s. _____ sole Trader/s Partnership Firm / Private / Public Ltd. Co registered under the Indian Partnership Act of 1932 / Companies Act I, 1956 and having its office at _____

_____ hereinafter called "Supplier" which expression shall be deemed to include the supplier's successors (approved by the Corporation) representative, heirs, executors and administrators on the other part.

WHEREAS the Purchaser is desirous of obtaining certain Materials, i.e. Indigenous Denatured Anhydrous Ethanol as per IS 15464:2004, specified in the attached Schedule and / or Supply Orders and/ or EOI/EOI and **WHEREAS** the suppliers have agreed with the Purchaser for the supply of the said material specified in the said schedule upon certain terms and conditions hereinafter provided and **WHEREAS** the parties are desirous of reducing to writing the terms and conditions of the contracts on which the suppliers have agreed with the Purchaser for the supply of the said Materials. **NOW IT IS HEREBY AGREED** by and between the parties hereto as under:



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DEFINITIONS:

The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:

OWNER/PURCHASER: Owner/Purchaser means (name of the Oil company & address, a Government of India enterprise), a Company incorporated in India having its registered office at _____ and shall include its successors and assigns (hereafter called (NAME OF THE OIL COMPANY) as a short form).

1.2. **VENDOR/SUPPLIER:** Vendor/supplier means the person, firm or the Company / Corporation to whom this purchase order (PO) is issued and shall include its successors and assigns.

1.3. **INSPECTOR:** Person/agency deputed by (NAME OF THE OIL COMPANY) for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..

1.4. **GOODS/MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.

1.5. **SITE/LOCATION:** means any Site where (name of the Oil Company) desires to receive materials anywhere in India as mentioned in PO

1.6. **RATE CONTRACT** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e. till validity of Rate Contract) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.

FIRM PROCUREMENT means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.



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Delivered rate mentioned in the purchase order shall be inclusive of transportation cost and all the applicable duties, taxes, levies (including but not limited to Octroi Entry tax/ LBT/, Export Fee & Import Fee), apart from basic material cost. The supplier will not be paid anything extra unless it is specified. However purchase tax in lieu of GST wherever applicable will be paid in Rs per KL, as quoted.

The agreement shall be valid for a maximum period of 5 years from 1.12.2020 to 30.11.2025. The rates and quantities as per PO shall be valid for a firm quantity allocated for a specific Ethanol Supply Year/Part of the Ethanol Supply Year.

REFERENCE FOR DOCUMENTATION:

The number and date of EOI must appear on all correspondence before finalization of Rate Contract / Purchase Order.

After finalization of Contract / Purchase Order: The number and date of Rate Contract /Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices,(including shipping documents if applicable) packing list and on any documents or papers connected with this order.

RIGHT OF OWNER TO ACCEPT OR REJECT EOI: The right to accept the EOI will rest with the Owner.

PRICE: Any increase/decrease in excise duty, GST on the date of delivery during the scheduled delivery period on finished materials will be on OMC's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.

The distance may be considered as per Route advised by Excise Dept. In case Excise Route does not mention distance but only landmarks, shortest motorable



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distance between landmarks may be considered. In other cases, shortest motorable distance would be considered.

TAXES AND DUTIES:

All vendors shall have GST/Service tax registration in the concerned State and vendor shall quote their GSTN on the Invoice as applicable. Vendor shall submit the TAX invoice to OMCs.

SERVICE TAX:

All vendors shall have service tax registration wherever applicable. (Name of the oil company) may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:

- a) Name, address and registration number of the service provider
- b) Name and address of person receiving taxable service
- c) Description, classification and value of taxable service provided
- d) Service Tax Payable

IMPORT FEE/ ENTRY TAX/ LBT :

The Import fee/ Entry Tax & or LBT consideration amount wherever applicable has been included in the delivered rate or the PO rate. However, the actual Import fees/ Entry Tax/ LBT, if paid by the OMCs, will be deducted from the payments due to the vendor.

PAYMENT TERMS:

Delivered rate per KL mentioned in the purchase order shall be inclusive of all applicable duties/taxes/levies/transportation costs etc.

100% payment shall be made within 21 days from date of receipt and acceptance of materials at our sites & submission of following documents in triplicate



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Payments for Ethanol Receipts will be made on submission of Original Tax Invoice as applicable.

DOCUMENTS TO BE ACCOMPANIED ALONG WITH ETHANOL TANK TRUCK:

Department of Food & Public Distribution (DFPD) would provide a mechanism of certification to differentiate Ethanol produced from B Heavy molasses and Sugarcane juice / Sugar/ Sugar syrup route. OMCs shall pay the rate fixed for ethanol derived from B Heavy molasses and Sugarcane juice / Sugar/ Sugar syrup route only if the Tank Truck delivering Ethanol from B Heavy molasses and Sugarcane juice / Sugar/ Sugar syrup route is carrying the Certificate/ Document as per prescribed mechanism.

In case of Ethanol manufactured from Damaged food grain, the mechanism for payment of Ethanol will be Every TT delivering Ethanol from Damaged Food Grain must carry the Certificate/ Document issued by Excise Authority with unique serial number certifying the feed stock used for production i.e Damaged food grain not fit for human consumption of such Ethanol and the invoice should have endorsement from Excise officials with the serial number of the certificate as mentioned above which will be attached along with the consignment.

PRICE REDUCTION CLAUSE:

The Supply or Pay clause shall be applicable as the Price Reduction clause. The modalities shall be as under:

The Location/shall place monthly indents/schedule for supply of ethanol by the suppliers for the entire Contract Period and will be given along with the Purchase order.

The Supplier shall strictly adhere to the Supply Schedule and shall achieve supply performance of min. 85% of monthly indents and min. 95% of indents on quarterly basis. If Vendor does not achieve min. 85% on monthly basis and 95% on quarterly basis, the Price Reduction Clause will apply.

If the supply falls below 85% during any month and also 95% during a quarter, an amount equivalent to 1% of the basic cost shall be payable by the supplier for



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the undelivered quantity (85% of the monthly indented quantity less supplied quantity on month to month basis and/or 95% of quarterly indented quantity less supplied quantity, whichever is higher) and these shall be deducted from the payment due to the vendors or by encashing security deposit.

Offer for higher quantity for next month

In case, any Supplier wishes to offer higher quantity for next month as compared to pro-rata monthly indent he needs to submit written Offer to concerned OMC Location with one month advance notice, in case the OMC Location is in a position to receive such higher quantity, the OMC Location will give written Revised Indent to the Supplier for next month. It may be noted that the higher monthly quantity offered is out of PO quantity only.

In case of multiple Vendors offering higher quantity, the additional quantity will be distributed in proportion of original indent and The "Supply or Pay" Clause will be applicable as above.

The prorata monthly indents as given along with PO will, however, be effective for forthcoming months till contracted quantity is exhausted.

This option can be exercised multiple times subject to mutual agreement.

If the supplier is able to supply 100% of quarterly quantity as per PO in a quarter, keeping the overall lapse due to TT capacity below 12 KL in the quarterly PO quantity/Prorata PO quantity and if OMC is able to receive the quantity at the same location or any other location, monthly Penalty shall not be applicable to the Supplier.

Additionally if the supplier is able to supply 100% of the quantity as per PO for the entire ESY including the quantity lapsed during the earlier quarters of the ESY by the end of the particular ESY keeping the overall lapse due to TT capacity below 12 KL and if the OMC is able to receive the quantity at the same location or any other location, then Penalty shall not be applicable to the Supplier .

OMCs decision in the above cases shall be final.



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TRANSIT INSURANCE:

The transit insurance for Ethanol being delivered at OMC location will be in the scope of the supplier. The rates quoted by the bidder should be inclusive of insurance charges and applicable taxes/duties/service tax etc.

DELIVERED SUPPLY:

The Supplier will effect delivered supply thru sealed calibrated tank-trucks (calibrated by statutory agencies and also complying to all statutory regulations) to Owner's (ie Oil Company's) designated location(s) as per Owner's delivery schedule and ensure desired quantity and quality at the time of delivery. The Supplier will ensure that no malpractice with respect to Ethanol being carried takes place en-route.

The custody of material will transfer from Supplier to Owner at Owner's Delivery Location (subject to quantity & quality checks). The rules and procedures of OMC locations will be binding for Tank-Truck and Tank-Truck Crew sent by the Supplier.

The Owner/ Owner's representative will check sample from each compartment of the Tank-truck to ensure that same meets desired specification and thereafter take decision regarding acceptance/ rejection of the Truck Load. The decision of the Owner regarding acceptance/ rejection on quality ground will be binding on the Supplier.

The Owner/ Owner's representative will take dips of Tank-Trucks on receipt and perform other quantity checks (before & after decanting). In case of any observed shortages/ malpractices, take any of following actions and Supplier will not have objection for the same :

- (i) Return the Truck Load, if major shortages are observed
- (ii) Book the shortages as observed and deduct the amount from pending bills of the Supplier



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If repeated/ major shortages are observed in Truck loads, Owners will have the right to advise Supplier not to send any particular Truck, Transporter and/or Truck Crew and Supplier will have to abide by the same.

INTEGRITY PACT (IP):

Vendors are requested to sign & return our pre-signed IP document. This document is essential & binding.

SECURITY DEPOSIT/ BANK GUARANTEE:

The successful vendor, who within 15 days of placement of LOI shall deposit a Bank Guarantee or Demand draft for an amount equivalent to 1% of the LOI value.

Bank Guarantee (BG) will be provided for 1 % of the Basic value unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. As per RBI guidelines, Structured Financial Messaging System (SFMS) has been adopted by most of the Banks for online BG confirmations. OMC shall be incorporating the same system for BG verification & confirmations. Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). BG format is attached.

The vendor may also opt for retention of an amount equivalent to 1% of basic value of contract from his initial invoices as security deposit in lieu of Bank Guarantee. This amount shall be released after completion of supplies as per terms and conditions of the contract and reconciliation of PO v/s supplies and deduction of PRC amount if any.

In case of completion of quantity before Contract Period, the BG submitted toward Security Deposit may be returned to the Supplier after completion of the quantity; subject to issuance of No Dues Certificate by the OMC Location after carrying out joint reconciliation with the vendor concerned.



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12. a. DELIVERY PERIOD:

Timely delivery as per the monthly delivery schedule given along with the PO is essence of the contract. The delivery should commence within 30 days from the date of LOI.

The location/RO/ZO/SO shall place monthly indents/schedule for supply of ethanol by the suppliers for the entire Contract Period and will be given along with the Purchase order.

The supplier will make supplies as per the indents/schedule placed by the purchaser. The supplier shall strictly adhere to the supply schedule and achieve supply performance of a minimum 85% of the quantity on per month basis and 95% on per quarter basis.

12. b. DELIVERY LOCATION :

Supplier will normally be executing deliveries at Owner's designated locations as finalized during the EOI.

After finalization of EOI, there may be exceptional situations like closing or downsizing of Petrol operations at any of OMC locations due to major projects / safety etc. in which case the concerned OMC, with minimum 15 days Notice may offer the Bidder alternate location(s) where the (balance) quantity can be shifted at new Location Rate as per distance norm; under such circumstances, the Bidder may either agree to supply balance / part of balance quantity at new Location at New Location Rate or forego supply of balance quantity.

FORCE MAJEURE CLAUSE:

Definition: The term Force Majeure means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendors reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and



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circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:

the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;(ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion; epidemic, plague or quarantine; air crash, shipwreck, or train wreck; acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil

disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; (vi) radioactive contamination or ionizing radiation;

Notice and Reporting:

The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than seven (7) days after such commencement date, notify the (NAME OF THE OIL COMPANY) in writing of such event of Force Majeure and provide the following information:

reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed; such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.



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The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

Mitigation Responsibility:

The Vendor shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.

(ii) The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure. The Vendor shall notify (NAME OF THE OIL COMPANY) when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

Consequences of Force Majeure. Provided that the Vendor has complied and continues to comply with the obligations of this Clause and subject to the further provisions:

(i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and

(ii) the time period(s) for the performance of the obligations of the Parties under this



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Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

Force Majeure Events Exceeding 60 Days

(i) If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days, then (NAME OF THE OIL COMPANY) shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

Special instruction for Force Majeure clause : Vendor should submit details (as per following table) within one month of completion of force majeure event. The information is to be submitted to all affected OMCs. Supporting documents to be given from relevant authorities of central Govt./ State Govt./ State undertaking etc.

If required, OMCs may seek additional information / Documentary evidence from Vendors in support of the Force Majeure Event. OMCs reserve the right to appoint an internal committee / Independent third party surveyor/ assessor to verify / validate the claim preferred by the supplier.

Reasons which are not attributed to act of god will not be considered under this clause like closure of the plant after inspection by authority , delays in obtaining permissions etc. Also the prorated monthly quantity will only be considered for any waiver for the period under Force Majeure clause.

Based on the submissions made by the vendor and based on the findings, OMCs will decide whether the waiver proposal is acceptable and if so, to what extent. In case of any dispute related to PRC waiver, State level OMC committee will study based on the representation received from suppliers, verify facts & submit detailed report to HQO/HO OMC committee to resolve the matter.

S. No	Particulars
1	Name of Bidder
2	Plant Location (district, town & state)
3	Type of Force Majeure (Fire/ Drought/ Flood/ Earthquake etc) as defined in OMC agreement alongwith description



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4	Date of start of Force Majeure
5	Date of end of Force Majeure
6	Effect of Force Majeure on Ethanol production/ supply (in Volumes & Percentage)
7	Efforts made to mitigate/ overcome Force Majeure
9	Locationwise Quantity which was to be supplied during Force Majeure period to IOC, BPC, HPC
10	Locationwise Quantity which could not be supplied during Force Majeure situation to IOC, BPC, HPC
11	Whether production of other products also was affected due to Force Majeure and if so details thereof
12	Details of Supporting documents (attached) regarding lower production of Ethanol and other products during Force Majeure period eg production records, electricity bills, water bills etc. in comparison with comparable earlier period
13	Details of Documents certified by relevant Competent Authority in support of Force Majeure Event
14	Recovery Applicable based on OMC EOI condition
15	Recovery Waiver Sought by Supplier under Force Majeure Clause
16	Net Applicable Recovery applicable as per Supplier
17	Additional Info if any

LIABILITY CLAUSE:

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendors workmen or employees shall under no circumstances be deemed to be in owners employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owners premises or elsewhere and agrees to indemnify the owner against any



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such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

Following Standard Operating Procedure for waiver of Penalty shall be followed by OMCs

S. No.	Reason for Not supplying	Action on Penalty Waiver	Documents to be submitted by the Supplier / Vendor
1	State Governments not issuing guidelines for certification of ethanol manufactured from 100% Sugar Cane Juice and B Heavy Molasses or any other category introduced by Govt./ OMCs during the entire EOI period	Full Waiver(100%)	Notification by the State Govt. which is issued after the Sugar Crushing Season
2	Delay in issuing guidelines for certification of Ethanol made from 100% Sugar Cane Juice and B Heavy Molasses. If PO is issued before State Governments issuing guidelines for certification	1. No penalty to be levied for the prorated quantity from the date of PO till 30 days of issuing guidelines for certification by State Governments	Notification from State Government giving guidelines for certification
3	Delay in issuing guidelines for certification of Ethanol made from 100% Sugar Cane Juice and B Heavy Molasses - If PO is issued after the Governments issuing guidelines for certification	Penalty not to be levied from 1. Issuance of guidelines + 30 days or 2. PO date + 30 days whichever is later	Guidelines /notifications issuance date



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	<p>4 State Governments not issuing permission (state excise) to manufacture Ethanol from 100% SCJ, B-Heavy and DFG even after applying</p>	<p>No Penalty to be levied No penalty to be levied all those cases where State Government has not issued permits for transfer of molasses for manufacture of Ethanol</p>	<p>Applications submitted / acknowledged by State Government Authorities/ Denial of permission by State Government Authorities/Letter from Local state excise or local distillery officer confirming on non-issuance of permission to specific distillery to manufacture ethanol from 100% SCJ/B-Heavy/DFG. Vendor needs to submit the final consent date for manufacturing of ethanol from 100% SCJ/B-Heavy/DFG given by the excise authorities or Notarized Affidavit confirming the period (from which date to which date permission not granted). Suppliers can be given 30 days from the date of permission however if vendor has not supplied even after giving the permission, any quantity, before the sugar crushing season, penalty to be levied on the entire quantity 2.Permission refusal in writing from the State Govt. for transfer of molasses</p>
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5	Non-renewal of PESO/PCB consent	Existing Vendors - Applied for Renewal before 90 days (PESO)/ 60 days (PCB) or any state specific statutory renewal period, application not rejected & have not received approval. Penalty Waiver shall be considered. Cases other than above shall not be considered for waiver.	Application submission copy to PESO/PCB/any other statutory authority
6	Closure of the unit by Statutory Authorities due to non-compliance	Penalty to be levied	



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7	Drought	<p>Penalty not to be levied for prorata quantity for a period as specified in the notification / in absence of any period in the notification 6 months from date of drought notification & the unit being in the affected area declared in notification. The periodicity for existence of drought to be considered based on the state govt. notifications/certifications from the local distillery excise officers whichever is earlier. However the total period of drought not to exceed 6 months</p>	<p>I. Notification from Local State Authorities</p> <p>II. Certification from the concerned Unit Excise distillery officer stating non-period of operation due to drought</p> <p>III. Notarized affidavit stating non period of operation due to drought</p>
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	<p>8 Flood/Cyclone/Heavy rain</p>	<p>Penalty not to be levied for prorata quantity for 90 days/periodicity based on the certification from the concerned distillery excise authority whichever is earlier (from the date of issuance of floods/heavy rains/cyclone notification by state authorities / Notarized affidavit & the unit being in the affected area declared in notification). the periodicity for existence of flood is considered based on the state govt. notifications/certifications from the local distillery excise officers whichever is earlier. However the total period of flood/Cyclone/Heavy rain not to exceed 90 days</p>	<p>I. Notarized affidavit stating floods/heavy rain/cyclone as reason for non-operation with period</p> <p>II. Certification from the concerned Unit Excise distillery officer-stating non-period of operation due to floods/heavy rain/cyclone</p>
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EXPRESSION OF INTEREST (EOI) FOR ENROLLING BIDDERS FOR LONG TERM ARRANGEMENT OF SUPPLY OF DENATURED ANHYDROUS ETHANOL TO OIL MARKETING COMPANIES' (OMCs) LOCATIONS FOR THE PERIOD FROM 01.12.2020 TO 30.11.2025

			III. Reports from local authorities/Letter from local authorities stating floods/heavy rain/cyclone during the period of non-operation.
9	Supplies affected due to Maintenance and Breakdown issues in supplier's Plant	Penalty to be levied, Not under PRC	
10	Statutory Permissions not given to commission upcoming / New Distilleries to start Production	Unit physically completed & applied for statutory licenses/approvals, Application made to all the statutory authorities who are authorised to approve the commissioning of distillery and applications not being rejected for non-compliance of any guidelines. Penalty waiver shall be considered.	Applications submitted / acknowledged by State Government Authorities and denial of permission by State Government Authorities. Notarized affidavit by the Supplier stating non receipt of approvals from particular authority for starting ethanol production.
11	Accident/Explosion at the site	Penalty not to be levied for prorata quantity from the date of accident till the production is restarted	I.Valid PESO/PCB on the date of accident II. Copy of FIR III. Notarized affidavit on resumption of the unit post-accident IV. Certification from the local distillery excise officer on the date of resumption post-accident



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12	Non availability of raw material like molasses and damaged food grains to the vendor on account of disruption of his supply chain from his sourcing points due to any reason including drought / flood.	Penalty to be levied	Not applicable
13	Court Order advising OMCs not to levy penalty till matter is disposed off	No Penalty to be levied	Copy of Court Order

COMPLIANCE OF REGULATIONS:

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

ARBITRATION CLAUSE:

Any dispute or difference arising under or in connection with this contract shall be referred to a Sole Arbitrator as per the provisions of the Indian Arbitration and Conciliation Act 1996 as amended vide Arbitration & Conciliation (Amendment) Ordinance 2015 dated 23.10.2015

The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.



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The language of the proceedings will be in English and the place of proceedings will be at the State Capital of the Purchaser's location where Ethanol under current Agreement was being received

The parties hereby agree that the Courts in the city of(Place from where PO is issued) alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts.

RECOVERY OF SUMS DUE:

Whenever, any claim against vendor for payment of a sum of money arises out of earlier contracts and/or under the current contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to (NAME OF THE OIL COMPANY) on demand the balance remaining due. All outstanding payments w.r.t. past EOIs will be recovered from vendors running bills/BG if not settled by the vendor; unless the matter is sub-judice.

REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner



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before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.

NON-WAIVER:

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by (NAME OF THE OIL COMPANY) act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of the any condition of this agreement by (NAME OF THE OIL COMPANY) shall not be considered as a continuous waiver or waicer for other condition by (NAME OF THE OIL COMPANY).

CANCELLATION:

(NAME OF THE OIL COMPANY) reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if.

The vendor fails to comply with the terms of this purchase order/contract.

The vendor becomes bankrupt or goes into liquidation.

The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.

The vendor makes a general assignment for the benefit of creditors.

A receiver is appointed for any of the property owned by the vendor.

Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. (NAME OF THE OIL OMPANY)



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in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendors agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by (NAME OF THE OIL COMPANY) for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the (NAME OF THE OIL COMPANY). In this event of (NAME OF THE OIL COMPANY) exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to (NAME OF THE OIL COMPANY), fair compensation to be agreed upon between (NAME OF THE OIL COMPANY) and the vendor. The provision of this clause shall not prejudice the right of (NAME OF THE OIL COMPANY) from invoking the provisions of Price Reduction Clause

Supplier shall be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the document.

Timely supplies are the essence of the contract. Applications for necessary NOCs/Permits/Import/Export permits etc will be made available by the OMCs. It will be the responsibility of the vendors to arrange for all the approvals/clearances/permits for supply of ethanol to the OMC locations as per the Clause 12 'delivery period" of this agreement.

ILLEGAL GRATIFICATIONS:

Any bribe, commission, gift or advantage given, promised or offered by the Supplier or by any body on his behalf, to the Purchaser or any person on his behalf either friend or relative, in relation to obtaining or execution of this particular or any other contract/(s) with Purchaser for showing favour or disfavour to any person in relation to this particular or any other contract/s as aforesaid shall subject the Supplier to the cancellation of the particular and / or any other all contracts entered into with them by the Purchaser and also to payment of any loss or damage resulting from any such cancellation to the like extent provided in the Agreement.



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Any dispute or difference of opinion arising in respect of either the interpretation effect or application of this particular condition of the contract or of the amount recoverable hereunder from the Supplier shall be decided by the Director (Marketing) of the IOC / BPC / HPC and his decision shall be final and conclusive.

LAW GOVERNING THE CONTRACT:

This contract shall be governed by the Laws of India from time to time in force.

JURISDICTION:

The Courts in**(Place from where PO is issued)** alone shall have the jurisdiction to entertain any application or other proceedings in respect of any disputes arising under this Agreement and any award made by sole arbitrator shall be filed in the concerned courts in the aforesaid city alone.

AGREEMENT:

This agreement is subject to the terms and conditions of contract in so far as the same is not inconsistent with or repugnant to the above clauses. A copy of the Special terms and conditions & General Purchase conditions (GPC) and Amendments to these would be deemed to have been studied and agreed to by the Supplier before their signing this agreement.

This agreement is subject to the terms and conditions stipulated in our schedule and or following purchase order / LOI and subsequent amendments, if any, issued from time to time.

NOTE: The Clauses mentioned in the EOI & agreement are to read in cognizance & in totality. Similar clause mentioned in the agreement shall be superseded by clause mentioned in the EOI.

Purchase Order/LOI No.	Date	Location	Quantity in KL



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Signed and witnessed at _____ on _____.

SIGNATURE OF (SUPPLIER)

SIGNATURE OF PURCHASER (OIL COMPANY)

WITNESS 1.

WITNESS 1.

2.

2.

Signature _____

Name of Person signing _____

Vendor's Name and address with seal _____

Place:

Date: