

EOI No.: Ethanol/ Industry/
2012-13
Due Date & Time: 14.08.2012
at 1430 Hrs



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SUPPLY OF INDIGENOUS DENATURED ANHYDROUS ETHANOL

EXPRESSION OF INTEREST FOR SUPPLY OF INDIGENOUS DENATURED ANHYDROUS ETHANOL

EOI NO.: ETHANOL/INDUSTRY/2012 – 2013

DUE DATE:14/08/12
TIME: 1430 HRS

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Note: All pages to be signed & stamped by the applicant before submission.

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1. Expression of Interest (EOI) No. Ethanol/Industry/ 2012-13 due date 14/08/2012 for supply of Indigenous Denatured Anhydrous Ethanol

INDIAN OIL CORPORATION LIMITED (IOC), BHARAT PETROLEUM CORPORATION LIMITED (BPC), HINDUSTAN PETROLEUM CORPORATION LIMITED (HPC), public sector enterprises, invite sealed Expression of Interest from Ethanol Manufacturers in India producing ethanol from indigenous biomass such as sugar containing materials like sugarcane, sugar beet, sweet sorghum, etc, starch containing materials such as corn, cassava, algae, etc, and cellulosic materials such as bagasse, wood waste, agricultural and forestry residues, etc, and indigenous molasses having valid ethanol manufacturing licence issued by State Excise Authority for supply of Indigenous Denatured Anhydrous Ethanol to various Depots/ Terminals of IOC/ BPC/ HPC (Oil Companies) in the notified States for the period from 01.10.2012 to 30.09.2013. Location-wise requirement of the Oil Companies is given in Annexure-I.

The price of Indigenous Denatured Anhydrous Ethanol fit for blending with petrol will be governed by the "Declared Price" as decided by the Committee appointed by Govt. of India. To begin with Govt. of India will be declaring "Interim Declared Price" followed by "Final Declared Price". Settlement of bills against supplies of ethanol will be made as per interim declared price and adjusted subsequently after announcement of final declared price including adjustment in Central and State Levies as may be applicable.

Indigenous Denatured Anhydrous Ethanol conforming to specification IS 15464:2004 detailed in the document at Annexure-II has to be supplied through Tank Truck arranged by the supplier on delivered basis to the Oil Company Depots/ Terminals as mentioned in the EOI document. The rate of transportation payable by Oil Companies is given in the document at Annexure-III. This rate will be applicable on RTKM basis as being the case for delivered supplies of petroleum products to customers i.e. if one way distance from oil depot to customer is 100 KMs the RTKM will equal to $2 \times 100 = 200$ KMs. The distance will be calculated based on least actual (motorable) distance from supply source of ethanol to oil company depot. In case of RTKM distance is less than 39 KM from supply source of Ethanol to oil company depot and back, minimum transport payment will be made for 39 KM at the rate payable for the particular state. The ethanol truck shall not be utilized for transportation of any other product during return trip and would follow all procedures and guidelines as being followed by oil companies for their supplies. The supplier shall have to provide least actual (motorable) one way distance from supply source of ethanol to all the oil company depot/terminal within the state as per the format given in Annexure XI.

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All Central and State Levies will be payable at actual on production of documentary evidence/ proof of payment.

Award of business to successful applicants will be governed by the allocation of quantities amongst applicants within state and outside states by the Committee appointed by Govt. of India. The decision of the Committee shall be final and binding on the applicants.

Successful applicants shall be required to enter into contractual agreement with individual Oil Company state-wise. The proforma mentioning terms & conditions of the agreement is enclosed in the document as Annexure-IV.

The EOI document can be downloaded from the website of Oil Companies as given below.

- IOC - www.indianoiltenders.com
- BPC - www.bharatpetroleum.in
- HPC - www.hindustanpetroleum.com

Last date & time for submission of EOI document: 14/08/2012 at 1430 hrs.

Interested applicants should offer state-wise ethanol quantity along with necessary documents as per prescribed format in the designated box. Addresses of the offices for submitting the sealed EOI document are given in Annexure-V. For example, an applicant wishes to offer quantity for Punjab and Uttar Pradesh should submit two separate sealed EOI document at the addresses mentioned against Punjab and Uttar Pradesh.

Oil Companies reserves its right to accept or reject any application without assigning any reasons whatsoever.

For any clarification related to this EOI you may contact the officials mentioned below.

For and on behalf of IOC, BPC & HPC

Mr. Amitava Majumdar, Deputy General Manager (Operations),
 Indian Oil Corporation Ltd.,
 IndianOil Bhavan,
 G-9, Ali Yavar Jung Marg, Bandra (East),
 Mumbai – 400 051
 Phone: 022 26447469, Email: amitavamajumdar@indianoil.in

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Mr. Uday M. Gore, Chief Ops Manager- Retail HQ,
 Bharat Petroleum Corporation Ltd.,
 E & F Block, Maker Towers, 12th Floor, Cuffe Parade,
 Mumbai – 400 005
 Phone: 022 22161706, Email: goreum@bharatpetroleum.in

Mr. S. Venkataramani, Chief Manager O & D,
 Hindustan Petroleum Corporation Ltd.,
 Hindustan Bhawan,
 8-S.V. Marg, Ballard Estate,
 Mumbai 400 001
 Phone: 022 22613576, Email: svramani@hpcl.co.in

2. INSTRUCTIONS/ GUIDELINES TO APPLICANTS

1. GENERAL

- i. The manufacturing unit of the applicant must be ready in all respects for production of Indigenous Denatured Anhydrous Ethanol as per specification given in the EOI document and must have valid ethanol manufacturing licence issued by State Excise Authority along with all other applicable statutory licenses/ approvals at the time of application.
- ii. The completed EOI documents for the concerned state should be dropped in the box provided at the respective address given in Annexure-V on or before 1430 hours on 14/08/2012. Documents received after due date and time shall not be considered. Oil Companies will not be responsible for loss or late/ non-receipt of completed applications sent by any other mode.
- iii. The EOI document shall be completely filled in all respects and shall be submitted together with requisite information and Annexure. Documents submitted should be duly filled, signed and stamped. Incomplete document will not be considered.
- iv. If the space in the document or any schedule or Annexure thereof is insufficient, additional sheets shall be used. These additional sheets shall be serially numbered and also shall carry the EOI number and shall be signed by the applicant and entered in the contents page of the document.
- v. Applicants shall set their offer in firm figures and without qualifications or variations or additions in the terms of application documents. Applications containing qualifying expressions such as "subject to minimum acceptance" or "subject to prior sale", or any other qualifying expression or incorporating terms

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and conditions at variance with the terms and conditions incorporated in the application documents shall be liable to be rejected.

- vi. The EOI document, as submitted, shall consist of the following:
- a. Complete set of EOI document (including addenda, if any) duly filled in and signed by the applicant and stamped as prescribed in different clauses of the EOI document.
 - b. Copies (acknowledged copy) of the latest Income Tax Return Filed.
 - c. Audited copy of latest balance sheet and financial report.
 - d. Copies of valid ethanol manufacturing license issued by State Excise Authority along with all other applicable licenses and statutory approvals for the Ethanol manufacturing plants of the applicant.
 - e. Copies of valid license(s)/ registration certificate(s) issued by Central/ State Government as proof to establish production of ethanol from indigenous biomass such as sugar containing materials like sugarcane, sugar beet, sweet sorghum, etc, starch containing materials such as corn, cassava, algae, etc, and cellulosic materials such as bagasse, wood waste, agricultural and forestry residues, etc and indigenous molasses.
 - f. Details of relationship with Directors/ Employees of IOC/ BPC/ HPC, if any (Annexure-VI).
 - g. Current Solvency certificate in the enclosed format (Annexure-VII).
 - h. Copy of Company Registration Certificate.
 - i. Copy of Registered Partnership Deed and Memorandum of Association.
 - j. Copy of Factory License.
 - k. Copy of Registration with Excise.
 - l. Performa for Bank Guarantee (Annexure-VIII).
 - m. Power of Attorney or other proof of authority, in favor of the person who has signed the EOI document (or copy thereof duly attested by a Gazetted Officer)(Annexure-IX).
 - n. Statement of Credentials (Annexure-X).
 - o. One Way Road distance (Annexure XIII).
- vii. The person signing the EOI document must be authorized by the competent authority. The power of attorney or authorization or other document constituting adequate proof of the ability of the signatory to bind the applicant shall be Annexed to the EOI. Oil Companies may reject outright any EOI unsupported by adequate proof of the signatory's authority.
- viii. Oil Companies may, at their discretion, call for technical clarification or any other clarifications required, from any Applicant(s), in respect of his/their EOI(s).
- ix. The applicant should offer ethanol quantity state-wise as mentioned in the document (Annexure-XI).

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- x. All entries should be made in ink or typed. Applicant should attest any correction over the firm's seal. Over-writing will not be accepted. Incorrect words / figures should be crossed and correct figures be re-written. Conditional document will be considered as invalid.
- xi. Applicant shall be obliged to intimate the names of persons who are relatives of any officer of the Oil Companies and who are working with the applicant in their employment or are subsequently employed by them.
- xii. A retired officer of the Oil Companies cannot apply within 2 years of retirement without obtaining written permission from GM (HR/HRD), HO. A copy of such permission from GM (HR/HRD), HO, should be attached with EOI. Any violation of this condition even if detected subsequent to the award of contract would amount to breach of contract on applicant's part entitling the Oil Companies to all rights and remedies available thereof.

2. CRITERIA FOR ACCEPTANCE OF EOI:

- i. Manufacturing unit of the applicant must have valid ethanol manufacturing license issued by State Excise Authority along with all other applicable statutory licenses/ approvals as on date of application.
- ii. Applicant shall submit ethanol manufacturing licence(s)/ registration certificate(s) issued by Central/ State Government as proof to establish production of ethanol from indigenous biomass such as sugar containing materials like sugarcane, sugar beet, sweet sorghum, etc, starch containing materials such as corn, cassava, algae, etc, and cellulosic materials such as bagasse, wood waste, agricultural and forestry residues, etc and indigenous molasses.
- iii. The distilleries who are manufacturing ethanol from molasses should submit documentary evidence for sustainable supply of molasses for not less than the quantity required for manufacturing of ethanol for which offer is submitted.
- iv. Manufacturing unit of the applicant must be ready in all respects for production of Indigenous Denatured Anhydrous Ethanol as per specifications given in the document.
- v. Manufacturing capacity of the plant as certified by State Excise Dept. only will be considered for awarding business.
- vi. The manufacturer should use denaturant as specified in the document and endorsement to this effect on the delivery documents should be obtained from State Excise Authorities.
- vii. Applicant who have been blacklisted/ put on holiday list by any of Govt. Organization/ Public Sector undertaking for breach of contract shall not be considered.
- viii. The outstanding/ dues, if any, of the applicant will be adjusted to extent of 25% against each running bill under this contract. Applicant should submit undertaking to this effect as per the prescribed format given at Annexure-XII. In

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case the recovery falls short, such shortfalls shall be adjusted against the security deposit available with Oil Companies.

- ix. Those applicant who offer the quantities for the EOI 2012-13 but do not sign the agreement/contract will not be eligible to participate during the EOI of subsequent year.

3. CONTRACT/ DELIVERY PERIOD:

- i. Award of contract to applicants shall be state-wise and unless otherwise specified or agreed to, the contract is awarded for the period up to 30.09.2013.
- ii. The quantities indicated are Company-wise Location-wise approximate requirement. In case of any change in decision by Oil Companies/ Govt. the quantities/destination can also undergo change.
- iii. The delivery of the indicated quantity during the supply period will be as per schedule advised by the individual location.
- iv. The applicant must be in a position to deliver the material immediately on placement of Purchase Order.
- v. The supply of ethanol must reach the location as per the schedule advised by the respective location. In case of changes in delivery schedule, the respective Oil Company will intimate sufficiently ahead of the next delivery.

4. PRODUCT SPECIFICATIONS:

Denatured Natured Anhydrous Ethanol conforming to Industry specifications based on IS 15464:2004. Industry specifications form a part of this application document. However, during the contract period if the Specifications undergo a change, as per Standard, the supplier will be bound to supply Ethanol as per changed Specifications. The supplier should give a test certificate/ quality certificate for each supply and which has to be accompanied by the tank truck.

5. TURN OVER TAX:

TOT, if applicable, must be shown clearly in the EOI.

6. VAT/ SALES TAX:

Applicant enjoying Sales Tax exemption should mention the same clearly in EOI. Applicant should also enclose documentary proof in support of such exemption.

7. CENTRAL EXCISE DUTY:

Applicant enjoying Central Excise Duty exemption should mention the same clearly in EOI. Applicant should also enclose documentary proof in support of

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such exemption. Any Central Excise Duty concession enjoyed by the applicant will have to be passed on to the Oil Companies.

8. SECURITY DEPOSIT:

- i. Security Deposit payable shall be @ 10% of the value of each contract subject to minimum of Rs. 5 (Five) Lacs. Security Deposit shall be payable before commencement of supply. Security deposit shall be payable in the form of Demand Draft or Pay Order drawn on any Scheduled Bank drawn in favor of the company placing the LOI/ Purchase Order i.e. INDIAN OIL CORPORATION LIMITED/ BHARAT PETROLEUM CORPORATION LIMITED/ HINDUSTAN PETROLEUM CORPORATION LIMITED, as the case may be and payable at - (as advised in LOI). If the Security Deposit amount exceeds Rs. 5 Lakhs (Rupees Five Lakhs only), Security Deposit for the amount exceeding Rs. 5 Lakhs shall also be acceptable in form of bank guarantee from any Schedule Bank as per the Oil Company's standard PROFORMA. No interest shall be allowed on Security Deposit. Security Deposit shall be refunded after three months on the successful completion of the contract. The Security Deposit shall be forfeited in case of failure to supply against the contract executed by the successful applicant and/or be adjusted to recover the shortfall in penalty/pending dues.
- ii. Exemption on Security Deposit:
 Unit registered with NSIC are exempted from security deposit provided:
 - a. The Unit is registered for the item(s) offered.
 - b. The monetary limits indicated in the NSIC registration certificate covers the value of the items(s) ordered.
 - c. Registration certificate is valid as on date of order.

9. SUBMISSION OF BILLS AND PAYMENTS:

- i. The bills are required to be submitted by supplier on fortnightly basis along with acknowledged copy of Challan / Invoice/ Supply Documents etc. to enable arranging payment to supplier within 21 days from date of submission of bills.
- ii. The bills shall be submitted on actual quantity acknowledged by receiving location and quantity worked out at natural temperature.
- iii. The payment shall be released by the respective controlling offices/ Location-In-Charge by Electronic Clearing System/ crossed account payee Cheques within 21 days from the date of submission of bills.

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10. EXECUTION OF AGREEMENT:

- i. Successful applicants will be required, before undertaking the contract, to execute state-wise agreement (along with Integrity Pact, for details please visit Oil Company's website) within 15 days of the date of issue of the LOI.
- ii. Proforma of the agreement is enclosed along with the document – applicants are advised to carefully read the same and submit with EOI duly signed on all pages affixing the official seal, in token of acceptance of the terms and conditions thereof.
- iii. When the persons signing the EOI is not the sole proprietor, necessary power of attorney authorizing the signatory to act on behalf of the proprietor/ firms should be produced before signing the agreement, and an authenticated copy of the same power of attorney should be submitted for the Oil Company's record.
- iv. Failure to execute the agreement and/ or furnish required security deposit within 15 days time may liable for rejection of the EOI of the applicant.
- v. All terms and conditions stipulated in application document, agreement and other documents furnished with the application and related correspondence shall form part of the contract.
- vi. Separate contract agreement will have to be executed with IOC/ BPC/ HPC.

11. MISCELLANEOUS:

- i. Solvency Certificate from Banker as per enclosed format to be submitted.
- ii. It shall take one full working day for testing of product before accepting and unloading by location. The tank truck shall be unloaded only on working days and working hours of the location.
- iii. The crew of the truck should be fully conversant with the hazardous chemical handling rules and should be in possession of certificate issued under MV Act.
- iv. The hoses should be of Nitrile Rubber or any other material suitable for Anhydrous Ethanol and to be carried by each tank truck.
- v. The tank truck carrying Anhydrous Ethanol for supplies to respective Oil Depots must meet the statutory requirements of RTA, etc, and must have valid explosive license, valid calibration certificate for carrying ethanol.
- vi. The Suppliers should complete all the statutory formalities required for transportation of ethanol to the locations of Oil Companies.
- vii. Service Tax on account of transportation of ethanol, if any, shall be borne by the Supplier.

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- viii. Anhydrous Ethanol shall be accepted after checking/ testing at locations and acceptance of the product shall be only if found on spec. In case of any dispute, decision of the Oil Company shall be final.
- ix. The accounting of ethanol quantity received shall be at Natural Temperature.
- x. IS:2302:1989 on Ethanol concentration & as per Appendix J of IS 2302-1989 & IS 15464:2004 on specific gravity/ density conversion table for Ethanol may be followed. However, during the contract period if the Specifications undergo a change as per Standard, the supplier will be bound to supply Ethanol as per changed Specifications.
- xi. The shortages observed during receipt shall be on supplier's account and the decision of the concerned Oil Company in this respect shall be final and binding on the Supplier. The acknowledgement of receipt of quantity as determined by the receiving location shall be full and final. Any penalty by Excise Authority on loss of product during receipt will have to be borne by the supplier.
- xii. No unsolicited correspondence/ queries will be entertained while the award of this contract is under review/ consideration. Oil Companies regret their inability to answer individual queries.
- xiii. If any of the information submitted by the applicant is found to be incorrect at any time including the contract period, Oil Company reserves the right to reject the application/ terminate the contract and reserves all rights and remedies available.
- xiv. Each page of the application document must be signed by the legally authorized representative of the applicant, with the official seal, for having fully read and understood the terms and conditions of this application.
- xv. The term "IOC", "IOCL", IOC (M), "The Corporation" and "Oil Company" in the appropriate context means Indian Oil Corporation Limited, a Company registered under the Companies Act, 1956 and having its registered office at G-9, Ali Yavar Jung Marg, Bandra (E), Mumbai- 400 051 and its successors and assigns.

The terms "BPC", "BPCL", "The Corporation" and "Oil Company" in the appropriate context means Bharat Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and its successors and assigns.

The terms "HPC", "HPCL", "The Corporation" and "Oil Company" in the appropriate context means Hindustan Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office

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at Petroleum House, 17, Jamshedji Tata Road, Mumbai – 400 020 and its successors and assigns.

12. DUPLICATION OF CLAUSE:

Whenever there is duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to the Contracting Oil Company, will be considered applicable at the time of any dispute.

We have read and understood the above terms and conditions of this document and hereby agree to abide by them and the same are acceptable to us.

Place:

Date:

Signature_____

Name of Person signing_____

Applicant's Name and address with seal_____

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Annexure-I

LOCATION-WISE ETHANOL REQUIREMENT OF OIL COMPANIES

State	Location	Ethanol Requirement in KLS			Loc. Total	State Total
		IOC	BPC	HPC		
Punjab	Bhatinda	3418	2059	5000	10477	46051
	Jullundur	14437	5112	3600	23149	
	Sangrur	5778	2288	1500	9566	
	Lalru		2859		2859	
	Total	23633	12318	10100	46051	
Haryana	Ambala	8651			8651	53797
	Panipat	13210	5688		18898	
	Rewari	8500	1946	2700	13146	
	Bahadurgadh			11218	11218	
	Piyala		1884		1884	
	Total	30361	9518	13918	53797	
Delhi	Bijwasan	27000	15989	500	43489	56189
	Shakurbasti			12700	12700	
	Total	27000	15989	13200	56189	
Rajasthan	Ajmer/ Durai	1314	489	8614	10417	48561
	Chittorgarh	7083			7083	
	Jaipur/ Sanganer			7380	7380	
	Jodhpur/ Salawas	6152	3215	651	10018	
	Bharatpur	6476	1796	1332	9604	
	Udaipur	0	1188	0	1188	
	Kota	0	2871	0	2871	
	Total	21025	9559	17977	48561	
Uttar Pradesh	Allahabad	4309			4309	100938
	Ambabai/ Karari	1819	619	750	3188	
	Baitalpur	4183	2187	1440	7810	
	Gonda	2978	1168	900	5046	
	Kanpur/ Panki	9227	4871		14098	
	Lucknow/ Amousi	2898		5200	8098	
	Mughalsarai	7170	4130	2040	13340	

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	Aonla	2374	1091	2100	5565	
	Banthra	1336	1495		2831	
	Tundla	2942			2942	
	Najibabad	4883	1917	1550	8350	
	Partapur/ Merrut	5353	2227	2850	10430	
	Mathura	5740	4741	4450	14931	
	Total	55212	24446	21280	100938	
Uttarakhand	Lalkuan	1798			1798	7567
	Roorkee	4769		1000	5769	
	Total	6567		1000	7567	
Bihar	Barauni	6871	1170	2750	10791	19573
	Patna	3940	2637		6577	
	Muzaffarpur		2205		2205	
	Total	10811	6012	2750	19573	
Jharkhand	Dhanbad		1189	1577	2766	13192
	Namkum/ Ranchi	4689	1358		6047	
	Tatanagar	1366	1110	1903	4379	
	Total	6055	3657	3480	13192	
Odisha	Berhampur		941		941	23515
	Jatni/ Cuttack	6192		1501	7693	
	Paradeep	3061	4103	1727	8891	
	Rourkela	741		613	1354	
	Sambalpur	315	160		475	
	Somnathpur/Balasore	1576	1100	1053	3729	
	Semliguda			432	432	
	Total	11885	6304	5326	23515	
West Bengal	Haldia		523	768	1291	26867
	Hasimara	952			952	
	New Malda	1434	375		1809	
	Rajbandh	2465	1468	1979	5912	
	Siliguri/ Rangapani	1428	589		2017	
	Mourigram/ Budge					
	Budge	6650	4277	3959	14886	
	Total	12929	7232	6706	26867	

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		IOC	BPC	HPC	Loc. Total	State Total
Gujarat	Jamnagar	4650	4908		9558	68268
	Hazira	8014	2422	3329	13765	
	Kandla	1445	802	642	2889	
	Dumad/ Koyali/ Nandesary	5878	5301	4263	15442	
	Bareja/ Navegaon	4185	2968		7153	
	Rajkot	1867			1867	
	Sidhpur	2181	1137		3318	
	Sabarmati/ Kaligam	7742			7742	
	Palanpur			6534	6534	
	Total	35962	17538	14768	68268	
Chhattisgarh	Bhilai/ Mandir Hasaud		5506	6219	11725	11725
	Total		5506	6219	11725	
Madhya Pradesh	Bhitoni	3166	3726	2500	9392	44362
	Gwalior/ Rairu	2640	2223	1289	6152	
	Indore/ Mangalia	4733	6164	5707	16604	
	Nishatpura/ Bakania		3220	3298	6518	
	Ratlam	3288			3288	
	Sagar	1508		900	2408	
	Total	15335	15333	13694	44362	
Goa	Goa/ Vasco	1737	3591	2685	8013	8013
Maharashtra	Akola/ Gaigaon	3008	3420	2825	9253	157626
	Akolner	2640	1906		4546	
	Khapri/ Borkhedi	4818	5061	4810	14689	
	Loni	8829		23373	32202	
	Manmad	7844	9549	7556	24949	
	Miraj/ Hazarwadi	5100	4782	3633	13515	
	Pakni/ Solapur	2331	2613	3465	8409	
	Shirud/ Dhule	925			925	
	Tadali/ Chandrapur	928			928	
	Vashi	6817		11802	18619	
	Wadala/ Sewree	5463	14708	9420	29591	
	Total	48703	42039	66884	157626	

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SUPPLY OF INDIGENOUS DENATURED ANHYDROUS ETHANOL

Andhra Pradesh	Cuddapah	3406		1813	5219	103121
	Guntakal	1136		1788	2924	
	Ghatkesar/ Cherlapalli	12655	11823	9511	33989	
	Ongole	2521	1042		3563	
	Rajamundry	2827		2539	5366	
	Ramagundam	2747		566	3313	
	Tada		1482		1482	
	Vijaywada	6193	21175	5621	32989	
	Vizag	4047	3306	2553	9906	
	Suryapeth/ Warangal		1407	2963	4370	
	Total	35532	40235	27354	103121	
Karnataka	Bijapur	2170			2170	73991
	Desur	1691	2382	930	5003	
	Gulberga	1852		1602	3454	
	Hassan	3778		5089	8867	
	Mangalore	5951	2758	1313	10022	
	Mysore	3120	1898		5018	
	Navlur/Hubli	2089		1687	3776	
	Bangalore/Dkn	16850	10493	7854	35197	
	Raichur		484		484	
	Total	37501	18015	18475	73991	
Kerala	Cannanore		1521		1521	56906
	Feroke/ Kozhikode	5847		2068	7915	
	Kochi	18752	10244	13315	42311	
	Trivandrum	3530	1629		5159	
	Total	28129	13394	15383	56906	
Tamil Nadu	Irugur	6923	7053	6215	20191	116176
	Shankari	12140			12140	
	Trichy	9245			9245	
	Chennai	19207	10964	11201	41372	
	Tirunelveli		3526	2193	5719	
	Karur		15429		15429	
	Kappalur/ Madurai	10217		1863	12080	
	Total	57732	36972	21472	116176	
ALL INDIA TOTAL	466109	287658	282671	1036438	1036438	

N.B.: The above requirement is tentative and may vary depending upon actual requirement.

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SPECIFICATIONS FOR DENATURED ANHYDROUS ETHANOL

INDUSTRY SPECIFICATIONS OF DENATURED ANHYDROUS ETHANOL BASED ON IS 15464:2004 :

A) SPECIFICATIONS FOR ANHYDROUS ETHANOL:

S.N	Characteristics	Industry Specification	Methods of Test, Refer to Annex of IS 15464 : 2004
1.	Relative density at 15.6°C / 15.6°C max.	0.7956	A
2.	Ethanol content % by volume at 15.6°C / 15.6°C min.	99.6	B
3.	Miscibility with water	Miscible	C
4.	Alkalinity	Nil	D
5.	Acidity (as CH ₃ COOH), mg/l, Max.	30	D
6.	Residue on evaporation, percent by mass, Max.	0.005	E
7.	Aldehyde content (as CH ₃ CHO) mg / l , Max	60	F
8.	Copper , mg/kg,Max	0.1	G
9.	Conductivity , μs/m,Max	300	H
10.	Methyl alcohol , mg/litre , Max	300	J
11.	Appearance	Clear & bright and free from suspended matter	Visual

B) DENATURANTS:

1. The denaturant should be added with Ethanol in suitable dosage as per IS: 4117 in line with IS-15464 and as per prescribed Excise regulation from time to time conforming to the automotive fuel requirements. Denaturants may be considered as a part of Ethanol and component of the fuel. Ethanol should not have more than 0.4% max impurities including permitted denaturants. These denaturants should not have detrimental effect on specification and stability of Motor Gasoline.
2. Some of the Prohibiteddenaturants for Ethanol that cannot be used are Pyrroles, Methanol, Turpentine, Ketones, Tar, Benzene, Organo-metallic compounds.
3. The denaturants should be pre mixed at Ethanol manufacturer end before transporting the Ethanol to Oil Company premises. The name and dosage of the denaturants used should be clearly mentioned on the delivery documents duly endorsed by State Excise Authorities.

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SUPPLY OF INDIGENOUS DENATURED ANHYDROUS ETHANOL

Annexure-III

TRANSPORTATION RATE FOR ETHANOL SUPPLIES

Sr. No.	State	Transportation rate in Rs./ KL/ KM
1	Uttar Pradesh	1.43
2	Delhi	2.03
3	Haryana	1.47
4	Punjab	1.47
5	Rajasthan	1.07
6	Uttarakhand	1.62
7	Bihar	1.42
8	Jharkhand	1.42
9	West Bengal	1.60
10	Odisha	1.80
11	Gujarat	1.29
12	Madhya Pradesh	1.59
13	Chhattisgarh	1.42
14	Maharashtra	1.43
15	Goa	1.74
16	Andhra Pradesh	1.50
17	Karnataka	1.62
18	Kerala	1.52
19	Tamil Nadu	1.53
20	Himachal Pradesh	1.46

N.B.:

- i. In case of interstate supplies, rate of supplying State will be applicable.
- ii. Transportation is payable on round trip basis.

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Annexure-IV

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

COPY OF AGREEMENT

Articles of agreement made at _____ this _____ day of _____ two thousand _____ between the INDIAN OIL CORPORATION LTD / BHARAT PETROLEUM CORPORATION LTD / HINDUSTAN PETROLEUM CORPORATION LTD, a Company incorporated Under the Indian Companies Act I 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, specified in the attached Schedule and / or Supply Orders 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:

1. **MATERIALS TO BE SUPPLIED:**

Supplier shall duly supply the said materials as per description, quantity and rate specified in the document and / or purchase orders placed by the Purchaser from time to time and in all respects with the specification and instructions in writing referred to in schedule and or said purchase orders.

2. **PURPOSE OF CONTRACT AND PARTIES TO THE CONTRACT:**

This contract is for the supply of materials of the description in the quantities set forth in the LOI/ purchase order and or schedule to the purchase order. Except as hereby otherwise provided a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof, shall be deemed provisional and shall not be binding on the Purchaser unless or until the same is endorsed on the contract or incorporated in a formal agreement and signed by the parties hereto and till then the Purchaser shall have the right to repudiate such arrangement.

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3. MANNER & PERIOD IN WHICH THE MATERIALS ARE TO BE SUPPLIED:

- a. Supplier agree and undertake to supply the materials set forth in the LOI/ Purchase Order no. _____ dated _____ and subsequent amendments if any, issued thereto from time to time. The said materials being good of merchantable quality shall throughout the stipulated period of the contract be supplied with the due diligence, promptness, care and accuracy and in a workman like manner to the satisfaction of Purchaser and in accordance with the said specification and instructions or before the aforesaid due date as per the monthly / weekly schedule, time being the essence of the contract on the part of Supplier.
- b. The Oil Companies will have the option to increase the quantity indicated in this document by 10% and the suppliers will supply the enhanced quantity at the same terms & conditions.
- c. In the event of resitement or change of location of the Company, the same terms and conditions applicable to the old location shall apply to the new location. Transportation charges shall be applicable at actual, based on distance of new location.

4. PERIOD OF THE CONTRACT:

The contract, if any, awarded against this document will be valid for the period up to -----.

5. TAKE OR PAY/ SUPPLY OR PAY:

The both parties agree to supply/ uplift minimum 90% of the indent quantity. In case of failure from either party, this "Take or Pay/ Supply or Pay" clause shall be applicable in addition to the other terms & conditions of the contract. The modalities shall be as under.

- i. The Location shall place monthly indents/ schedule for supplies of ethanol by the Suppliers.
- ii. The Supplier will make the supplies as per the indents/ schedule placed by the purchaser. The Supplier shall strictly adhere to the supply schedule. In case of failure to supply, the committed quantity shall reduce on prorata basis for the period so delayed. For the purpose of calculating prorata quantity, date of receipt at location shall be taken as date of supply and scheduled date provided by the location shall be considered as requirement date for this purpose.
- iii. The above reconciliation of quantity supplied visa-a-visa indents/ schedule and settlement of accounts under this clause shall be done on financial quarter basis by the indenting locations.

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- iv. Amount of Rs. -----/ KL (Rs. ----- per KL) (equivalent to 10% of the basic rate) shall be payable by the Supplier for the undelivered quantity from minimum quantity of 90% of the indented quantity on financial quarter basis.
- v. Amount of Rs. -----/ KL (Rs. ----- per KL) (equivalent to 10% of the basic rate) shall be payable by the Purchaser for the un-indented quantity from minimum 90% of the prorated purchase order quantity minus prorata quantity arrived as per clause 5 (ii) above on financial quarter basis.
- vi. State Excise controls the movement of ethanol. The delay in issuance of requisite permissions/ clearances by State Excise shall affect the indents/ schedule of supplies. The both parties agree that delays and prorata quantity thereof due to non-availability of requisite permissions/ clearances by Statutory Authorities shall be reconciled on case-to-case basis.

6. PENAL ACTION FOR NON-PERFORMANCE:

Purchaser shall evaluate the performance of supplies at the end of the contract period. In case supply of ethanol has fallen short of 60% of the indented quantity during the period of contract, Supplier shall be liable for holiday listing for a period of 1 (one) year including forfeiture of Security Deposit in addition to the other terms & conditions of the contract.

7. INSPECTION OF SUPPLIES:

Purchaser through its authorized representative reserves the right to inspect before delivery at respective destination all materials for the acceptance of quality. The said representative will be sole judge thereof. If at the time, during or before delivery of materials found to be unsatisfactory, the Purchaser shall be entitled to take action as per the Purchaser's terms and conditions. Supplier will have no claim for compensation for any loss sustained by them owing to such action. All materials under or in course of execution or executed in pursuance of this contract shall at all times be open to the inspection by Purchaser's representative / agents.

8. PAYMENT:

Purchaser shall pay to Supplier in respect of the said materials mentioned in the purchase orders on the basis of the rates specified in the said purchase order.

9. CENTRAL EXCISE DUTY:

Central Excise Duty will be reimbursed at actual as applicable on the date of delivery. Invoices should reflect all details necessary or otherwise be complete in all respect to enable the purchaser to claim MODVAT credit, as applicable.

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10. SALES TAX:

The rate of VAT Sales Tax payable will be as applicable at the time of delivery. Payment is subject to the condition and Supplier's written undertaking that the same is statutorily payable by the Supplier to the Government and actually will be paid to the Government.

11. OTHER TAXES AND LEVIES:

Octroi / Entry Tax / Statutory Govt. Levies like Import Fee, Export Fee, State Excise Admn Fee, Licence Fee, Denaturation Fee, etc., if any, will be reimbursed by Purchaser at actuals as applicable on the date of delivery against production of proof of payment along with bills.

12. TURNOVER TAX (IF ANY):

Turnover taxes applicable, if any, will be borne by Purchaser on production of documentary evidence.

13. DELIVERY:

Supplier shall as may be required by Purchaser, as mentioned in the purchase order / contract, at the place / places detailed in purchase order or schedule thereto the quantities of materials detailed therein and the same shall be delivered not later than the dates specified in the purchase order / schedule.

14. TIME FOR AND DATE OF DELIVERY, THE ESSENCE OF THE CONTRACT:

The time given for delivery shall commence from the date of the purchase order / contract by the Supplier. The time for and the date of delivery stipulated in the said purchase order / contract for the delivery of the materials shall be deemed to be the essence of the contract and should Supplier fail to deliver the same within the scheduled delivery period the Purchaser shall be entitled to withhold the payment if necessary until the quantity against the order has been supplied.

15. EXTENSION OF TIME FOR DELIVERY:

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser will allow such additional time as he considers to be justified by the circumstances of the case and shall forgo the whole or such part as he may consider reasonable of his claim for such loss or damage as aforesaid and the decision thereon shall be final, provided that in such circumstances, instead of allowing time the Purchaser shall have the option of terminating the contract and in that case no damage shall be claimable by the Supplier from the Purchaser.

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16. SPECIFICATIONS:

When this EOI is invited for in accordance with specifications, the Supplier's tenders to supply in accordance with such specifications shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and in no circumstances will any claim on his part which may arise on account of his insufficient examination of the said specification be considered.

17. EXECUTION OF THE CONTRACT:

The whole contract is to be executed in the most approved and workman like manner to the entire satisfaction of the Purchaser or his deputed representative who has power to reject any of the materials of which he may disapprove and his decision thereon and on any question as to the true intent and meaning of the specification or of the work necessary for the proper completion of the contract shall be final and conclusive.

18. SUPPLIER'S RESPONSIBILITY:

- i) 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.
- ii) It shall also be the responsibility of the Supplier to ensure that all the required Licenses/ Permits / NOCs are processed and obtained through the Excise authorities for commencing Supply after placement of LOI / Purchase Orders.
 Immediately on receipt of the LOI, supplier shall contact the location and arrange NOC and permit from Excise authorities at the earliest. In the case of supply to outside the State, the supplier shall process all the required NOCs and export permits at the earliest.
 If supplier seeks to be excused from penalties by reasons of failure to obtain such licenses, NOCs or permits then suppliers must show evidence of their efforts by means of having submitted applications/request and weekly follow-ups.

19. 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

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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.

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.

20. LAW GOVERNING THE CONTRACT:

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

21. SECURITY DEPOSIT:

Within fifteen days from the date of placement of LOI by Purchaser, Supplier will have to deposit with the Purchaser a sum of Rs. ----- (equivalent to 10% of the value of the contract subject to minimum Rs. 5 (Five) Lacs). Security deposit shall payable in the form of Demand Draft or Pay Order. Security Deposit for the amount exceeding Rs. 5 (five) Lacs shall also be acceptable in form of Bank Guarantee valid till 3 months after the expiry of the Agreement from a Schedule / Nationalized Bank as per the Purchaser's standard Proforma.

No interest shall be allowed on the Security Deposit. Security Deposit shall be refundable after three months on the successful completion of the contract.

Purchaser shall be entitled, without being bound to do so, to adjust the whole or any portion of the Security Deposit towards the recovery of any amount due to the Purchaser from the Supplier arising out of this contract or previous contract/s. The Security Deposit or such portion thereof as has not been adjusted towards the recovery of amounts due from the Supplier to the Purchaser will be refunded to the Suppliers within 3 months of the satisfactory completion of the contract and after the deposit receipt is duly discharged and returned to the Purchaser. No interest will be payable by the Purchaser to the Supplier on the amount of the Security Deposit.

Existing suppliers willing to supply additional quantity of ethanol are required to pay the differential amount in the form of Bank guarantee.

22. SUB LETTING OF CONTRACT:

Supplier shall not sub-let or assign this contract or any part thereof without the written permission of Purchaser. In the event of the Supplier's sub-letting or assigning this contract or any part thereof without such permission, the

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Purchaser shall be entitled to cancel the contract and purchase the materials elsewhere on the Supplier's account and risk and the Supplier shall be liable for any loss or damage which the Purchaser may sustain in consequence of or arising out of such purchase.

23. FORCE MAJEURE CLAUSE:

If at any time during the continuance of the supply order the performance in whole or in part by either party of any obligation under this supply order shall be prevented or delayed by reason of any war, hostility act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred as event) then provided notice of the happening of any such event if given by the party to the other within 21 days from the date of occurrences thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance.

Deliveries under the supply order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Director (Mktg.) of the Purchaser concerned as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that the performance in whole or part of any obligation under the contract is prevented / or delayed by reason of any such event for a period exceeding 60 days either party may at its option terminate the supply order.

24. CANCELLATION:

The Purchaser reserves the right to cancel the contract forthwith upon or at any time after the happening of any of the following events viz.:

- a. If the Supplier shall commit a breach of any of the terms and conditions of the Contract and fail to remedy such breach within 4 days of the receipt of the written notice from the Purchaser in this regard.
- b. Upon:
 - i. The death or adjudication as insolvent of the supplier if he be an individual.
 - ii. The dissolution of partnership of the Supplier's firm or the death or adjudication as insolvent of any partner of the firm, if the supplier be a firm.
 - iii. The liquidation, whether voluntary or otherwise or the passing of an effective resolution for winding up, if the Supplier be a Company or a Cooperative society.
- c. If any attachment is levied and continues to be levied for a period of 7 days upon the effects of the Supplier or any individual or partner for the time being of the Supplier's firm.

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- d. If the Supplier or any partner in the supplier's firm hereunder shall be convicted of a criminal offence.
- e. If a receiver shall be appointed of any property or assets of the Supplier or of any partner of Supplier's firm.
- f. If the Supplier shall either by himself or by his servants or agents commit or suffer to be committed any act which in the opinion of the Purchaser, whose decision shall be final and prejudicial to the interest or good name of the Purchaser or its product, the Purchaser shall not be bound to give reasons for such decision.
- g. If any information / particulars given by the Suppliers in documents shall be found to be untrue or incorrect in any material respect.
- h. The Purchaser reserves the right to terminate the agreement by giving 30 days prior notice to the Supplier.
- i. If the Supplier does not adhere to the instructions which may be issued from time to time by the Purchaser in connection with supply of materials.
- j. Commitment of quantity cannot be given. In case of any change in decision by Oil Companies / Govt. the quantity can also undergo change.

The Purchaser's rights to terminate this agreement under the terms of these clause shall be without prejudice to any of its rights and remedies against suppliers and in the event of Purchaser so terminating the contract under the provision of these clause, it shall not be liable to pay any loss or compensation in respect of such termination.

25. ARBITRATION

- a. Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set-off or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of the Director (Marketing) of the Purchaser, who may either himself act as the Arbitrator or nominate some other Retired/ Serving Officer of the Purchaser to act as the Arbitrator. The Supplier will not be entitled to raise any objection to any such arbitrator on the ground that the Arbitrator is an Officer of the Purchaser and share holder of the Purchaser.
- b. In the event of the Arbitrator to whom the matter is originally referred being transferred, he shall be entitled to continue the Arbitration proceedings notwithstanding his transfer, unless Director (Marketing) at the time of such transfer or at any time thereafter, designate another person to act as Arbitrator in his place in accordance with the terms of this agreement.
- c. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, the Director (Marketing) at the time of vacation of office or inability or refusal to act, shall designate another person to act as Arbitrator in accordance with the terms of this agreement.

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- d. The Arbitrator newly appointed by the Director (Mktg.) under clause (b) or under Clause (c) above shall be entitled to proceed with the reference from the point of which it was left by his predecessor.
- e. It is express term of this contract that no person other than the Director (Mktg.) or person nominated by such Director (Mktg.) of the Purchaser as aforesaid shall act as Arbitrator hereunder. If for any reason Director (Mktg.) is unable or unwilling or refuses or fails to act as Arbitrator or nominate an Arbitrator then the matter shall not be referred to Arbitration at all.
- f. The award of the Arbitrator so appointed shall be final and conclusive and binding on all parties, to the agreement subject to the provisions of the Arbitration and Conciliation Act 1996, and the rules there under and any statutory modification or re-enactment thereof deemed to apply to the Arbitration Proceedings under this clause.
- g. The award shall be made in writing and published by the arbitrator within two years after entering upon the reference or within such extended time not exceeding one further year as the parties shall by writing agree. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish this award within the period referred to here in above and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- h. The arbitrator shall have power to order and direct either of the parties to abide by observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- i. The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings shall cross-claim, counter claim or set off before the arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference of arbitration to the Director (Mktg.) for such cross-claim, counter claim or set off and the arbitrator shall be entitled to consider and deal with the same as if the matter arising there from has been referred to him originally and deemed to form part of the reference made by the Director (Mktg.).
- j. The arbitrator shall be at liberty to appoint, if necessary any accountant or engineer or other technical person to assist him and to act on the opinion taken from such person.
- k. The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- l. The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall be also entitled to require one or both the parties

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to deposit funds in such proportion to meet the Arbitrators fees and expenses as and when called upon to do so.

m. All powers reserved under the above condition shall be exercised by the Director (Marketing) for IOC / BPC / HPC.

26. JURISDICTION:

The Court in the city of Mumbai 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.

27. 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 clause. A copy of the terms and conditions 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.

Purchase Order/LOI No.	Date	Location	Quantity in KL

Signed and witnessed at _____ on _____.

SIGNATURE OF (SUPPLIER)

SIGNATURE OF PURCHASER (OIL COMPANY)

WITNESS 1.

WITNESS 1.

2.

2.

Place:

Date:

Signature_____

Name of Person signing_____

Applicant's Name and address with seal_____

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SUPPLY OF INDIGENOUS DENATURED ANHYDROUS ETHANOL

Annexure-V

STATE-WISE ADDRESSES FOR SUBMISSION OF EOI DOCUMENTS

Sr. No.	State	Addresses for Submission of EOI Document
1	Uttar Pradesh	Uttar Pradesh State Office-I, Indian Oil Corporation Ltd., IndianOilBhavan, TC-39/V, VibhutiKhand, Gomtinagar, Lucknow – 226 012
2	Uttarakhand	Uttar Pradesh State Office-I, Indian Oil Corporation Ltd., IndianOilBhavan, TC-39/V, VibhutiKhand, Gomtinagar, Lucknow – 226 012
3	Delhi	Delhi State Office, Indian Oil Corporation Ltd., 2 nd Floor, World Trade Centre, Baber Road, New Delhi – 110 001
4	Haryana	Delhi State Office, Indian Oil Corporation Ltd., 2 nd Floor, World Trade Centre, Baber Road, New Delhi – 110 001
5	Punjab	Punjab State Office, Indian Oil Corporation Ltd., 3A, Sector 19A, Madhya Marg, Chandigarh – 160 019
6	Rajasthan	Rajasthan State Office, Indian Oil Corporation Ltd., IndianOilBhavan, Ashok Chowk, Near RadhaSwamySatsangBhawan, Adarsh Nagar, Jaipur – 302 004
7	Bihar	Bihar State Office, Indian Oil Corporation Ltd., LoknayakBhavan, DakBunglow Road, Patna – 800 001
8	Jharkhand	Bihar State Office, Indian Oil Corporation Ltd., LoknayakBhavan, DakBunglow Road, Patna – 800 001
9	West Bengal	West Bengal State Office, Indian Oil Corporation Ltd., IndianOilBhavan, 2, Gariahat Road (South), Dhakuria, Kolkata – 700 068

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SUPPLY OF INDIGENOUS DENATURED ANHYDROUS ETHANOL

10	Odisha	Orissa State Office, Indian Oil Corporation Ltd., Bhagwan Tower, 1 st Floor,Cuttack Puri Road, Bhubneshwar – 751 006
11	Gujarat	Hindustan Petroleum Corporation Ltd., C/O Auto Care Centre, Opposite: SatyagarhChawani, Judges Bungalow Road, Bodakdev, Ahmedabad – 380 000
12	Madhya Pradesh	Hindustan Petroleum Corporation Ltd., Gautam Nagar, Govindpura, Bhopal – 462 023
13	Chhattisgarh	Hindustan Petroleum Corporation Ltd., Gautam Nagar, Govindpura, Bhopal – 462 023
14	Maharashtra	Hindustan Petroleum Corporation Ltd., West Zone Office, Richardson &Crudas Building, 5 th Floor,J J Road, Mumbai – 400 008
15	Goa	Hindustan Petroleum Corporation Ltd., West Zone Office, Richardson &Crudas Building, 5 th Floor,J J Road, Mumbai – 400 008
16	Andhra Pradesh	Bharat Petroleum Corporation Ltd., Southern Regional Office, No. 1, Ranganathan Gardens,Annanagar, Chennai – 600 040
17	Karnataka	Bharat Petroleum Corporation Ltd., Southern Regional Office, No. 1, Ranganathan Gardens,Annanagar, Chennai – 600 040
18	Kerala	Bharat Petroleum Corporation Ltd., Southern Regional Office, No. 1, Ranganathan Gardens,Annanagar, Chennai – 600 040
19	Tamil Nadu	Bharat Petroleum Corporation Ltd., Southern Regional Office, No. 1, Ranganathan Gardens,Annanagar, Chennai – 600 040

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Annexure-VI

DETAILS ON RELATIONSHIP WITH IOC/ BPC/ HPC DIRECTOR ETC.

Applicant should furnish following details in the appropriate part based on their organizational structure.

Organizational structure	Part of the form applicable
Sole Proprietor	----- Part "A"
Partnership	----- Part "B"
Company Private/Public/ Co-operative Society	----- Part "C"

Part "A"
(Application where Applicant is Sole Proprietor)

- I. Name of Applicant : _____
- II. Address : _____ Residence Office
- III. State whether applicant is related : Yes/No
to any of the Director's of
IOC/ BPC/ HPC
- IV. If "Yes" to III state the name of : _____
IOC/ BPC/ HPC Director and
Applicant's relationship with him/ her
Strike whichever is not applicable

Date: _____

Signature _____

Name of Person signing _____

Applicant's Name and address with seal _____

Part "B"
(Application where Applicant is a Partnership Firm)

- i. Name of the Partnership Firm : _____
Responding to EOI
- ii. Address : _____
- iii. Name of the Partners : _____
- iv. State whether any of the Partner is : _____
a Director to the IOC/ BPC/ HPC
- v. If "Yes" to iv, state the name(s) of : _____
IOC/ BPC/ HPC Director
- vi. State whether any of the Partner is : _____
related to any of the Director's of

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- IOC/ BPC/ HPC.
- vii. If "Yes" to vi, state the name(s) of :
 IOC/ BPC/ HPC Director and the
 concerned partner's relationship with
 him/her.

Strike whichever is not applicable

Date:

Signature_____

Name of Person signing_____

Applicant's Name and address with seal_____

Part "C"

(Application where Applicant is a Public/Private Ltd. Co./Co-operative Society)

- i. Name of the Company responding :
 the EOI
- ii. Address of : (a) Registered office
 (b) Principal Office
- iii. State whether the Company is a :
 Pvt. Ltd. Co. or Public Ltd. Co. or
 Co-operative Society (if Co-operative
 Society, enclose Bye-laws)
- iv. Name of Directors of the Company/ :
 Co-operative Society
- v. State whether any of the Director of the :
 Applicant Company is a Director of
 IOC/ BPC/ HPC
- vi. If "Yes" to v, state the name(s) of :
 IOC/ BPC/ HPC's Director
- vii. State whether any of the Director of the :
 Applicant Company is related to any of the
 Director of IOC/ BPC/ HPC
- viii. If "Yes" to vii, state the name(s) of :
 IOC/ BPC/ HPC Director and the
 Concerned Director of the Applicant Co.
 / relationship with him/her.

Strike whichever is not applicable

Date:

Signature_____

Name of Person signing_____

Applicant's Name and address with seal_____

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SUPPLY OF INDIGENOUS DENATURED ANHYDROUS ETHANOL

DECLARATION "A"

We declare that we have complied with and not violated any Agreement Clause.

Date:

Signature_____

Name of Person signing_____

Applicant's Name and address with seal_____

DECLARATION "B"

We declare that we do not have any employee who is related to any Officer of the Oil Company/ Central/ State Government.

Date:

Signature_____

Name of Person signing_____

Applicant's Name and address with seal_____

The applicant is required to state whether he is relative of any Director of IOC/ BPC/ HPC or the applicant is a firm in which Director of IOC/ BPC/ HPC or his relative is a partner or is any other partner of such a firm or alternatively the applicant is a private company in which Director of IOC/ BPC/ HPC is a member. (The list of relatives for this purpose is given in the document)

DECLARATION "C"

We, hereby declare that at no point of time our firm have been black listed by any Govt. organization / Public sector under taking in the past for breach of contract. In case the same is found at a later date, we under take to accept cancellation of the order at any point of time if the same is detected at a later stage. We shall have no claim what so ever in respect of the document and shall be bind by the decision of the purchaser.

Date:

Signature_____

Name of Person signing_____

Applicant's Name and address with seal_____

NB: Strike out whichever is not applicable. If the contractor employs any person subsequent to signing the above declaration and the employee so appointed happens to be near relatives of the Officer of the Oil Companies/ Central/ State Government, the

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applicant should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the Oil Companies/ Central/ State Government.

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.
 1. Father
 2. Mother (including Step Mother)
 3. Son (including Step Son)
 4. Son's Wife
 5. Daughter (including Step Daughter)
 6. Father's Father
 7. Father's Mother
 8. Mother's Mother
 9. Mother's Father
 10. Son's Son
 11. Son's Son's Wife
 12. Son's Daughter
 13. Son's Daughter's Husband
 14. Daughter's Husband
 15. Daughter's Son
 16. Daughter's Son's Wife
 17. Daughter's Daughter
 18. Daughter's Daughter's Husband
 19. Brother (including Step Brother)
 20. Brother's Wife
 21. Sister (including Step Sister)
 22. Sister's Husband

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Annexure-VII

PROFORMA FOR SOLVENCY CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN:

THIS IS TO CERTIFY THAT M/S. _____ IS
 MAINTAINING A CURRENT ACCOUNT WITH US AND HAVE GIVEN THEIR OCCUPATION
 AS _____ TO THE BEST OF OUR BELIEF AND KNOWLEDGE
 M/S. _____ IS SOLVENT UP TO
 RS.----- LACS (RUPEES -----LACS ONLY).

THIS CERTIFICATE IS ISSUED ON THE EXPRESS CONDITION AND UNDERSTANDING
 THAT NEITHER THE BANK NOR ANY OF ITS OFFICERS UNDERTAKE ANY
 RESPONSIBILITY OR LIABILITY IN RESPECT THEREOF.

NOTE: THIS SOLVENCY CERTIFICATE SHOULD NOT BE OLDER THAN SIX MONTHS.

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Annexure-VIII

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

BANK GUARANTEE

1. In consideration of ----- (IOC/ BPC/ HPC) having its registered office at -----
 ----- (hereinafter called "The Purchaser") having agreed to accept bank guarantee from M/S _____(Hereinafter called "the said Supplier(s)") under the terms and conditions of an Agreement dated _____ made between _____ the Purchaser _____ and the Supplier(s) _____ (hereinafter called "the said Agreement/ LOI") in lieu of the Security Deposit for the due fulfillment of obligations by the said Supplier(s) of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ only), We _____(name of Bank) (hereinafter referred to as "Bank") at the request of M/S _____ (Supplier(s)) do hereby undertake to pay to the Purchaser an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Supplier(s) of any of the terms and conditions contained in the said Agreement.

2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reasons of breach by the said Supplier(s) of any of the terms and conditions contained in the said agreement or by reason of the Supplier's failure to perform the said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability under this guarantee for payment there under and the Supplier(s) shall have no claim against us for making such payment.

4. We _____ (name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be

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enforceable till all the dues of the Purchaser under of by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liabilities under this guarantee thereafter.

5. We _____ (name of Bank) further agree with the _____ Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier(s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Supplier(s).
7. We _____ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

Dated _____ day of _____ 201_.

For _____
 (Indicate name of the Bank)

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Annexure-IX

GENERAL IRREVOCABLE POWER OF ATTORNEY.

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

We, the undersigned (I) Shri _____ (2) Shri _____ (3) Shri _____ residing at _____, the Partners/ Directors of M/s. _____ having its registered office at _____ do hereby nominate, authorise and appoint Shri _____ & Shri _____ who are our _____ in the firm to act as attorneys of powers or any of them on our behalf and on behalf of our firm:

- I. To sign, seal, execute, perfect and/or complete the document of supply of Indigenous DENATURED ANHYDROUS ETHANOL and also other relevant documents required by M/s. _____ Corporation Ltd. (hereinafter called the Company) in respect thereof.
- II. To negotiate, enter into correspondence with the company and do all and everything necessary suitable or proper with regard to the said document for supply of Indigenous DENATURED ANHYDROUS ETHANOL.
- III. To sign, seal, execute, perfect and/or complete supply of indigenous ANHYDROUS ETHANOL Contract Agreement and all and/or any other document etc. required by the company in connection with the said supply of Indigenous DENATURED ANHYDROUS ETHANOL Contract Agreement.
- IV. To do all acts, deeds as maybe necessary for and incidental to the execution of proper performance of the said supply of Indigenous DENATURED ANHYDROUS ETHANOL contract agreement with IOC/ BPC/ HPC.

We the said partner(s) do hereby agree to allow, verify and confirm all and whatsoever the said Shri _____, and Shri _____ shall or may do or cause to be done in or about the said document and the supply of Indigenous DENATURED ANHYDROUS ETHANOL Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This Power of Attorney shall remain irrevocable till the validity period of our quotation/ supply of Indigenous DENATURED ANHYDROUS ETHANOL Contract Agreement or refund of Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at _____ this _____ day of _____ Two thousand _____.

Signatures

Signed, Sealed and delivered by
 The within named partners/
 Directors of M/s. _____
 Before me.
 Notary public
 (Notary's Stamp)

- 1) Shri _____
- 2) Shri _____
- 3) Shri _____

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Annexure-X

STATEMENT OF CREDENTIAL

1	Name of the applicant's firm	
2	Nature of the firm (State whether Limited Company/ Partnership Company/ Co-operative Society/ Proprietary)	
3	Type of plant (sugar mill, distillery, etc)	
4	Year of Establishment	
5	Company Registration No.	
6	Registered Postal Address	
7	Telephone No., E-mail, Fax	
8	Address of Branches, if any	
9	(a) Name & Address of Directors, in case of Limited Company (b) Name & Address of Partners, in case of Partnership Firm (c) Name & Address of Proprietor, in case of Proprietary Firm	
10	Permanent Income Tax No. (PAN)	
11	Current Solvency Certificate in the enclosed format	
12	Name of Banker with full address	
13	Style of Account and Account No.	
14	Registration Certificate issued by Central/ State Excise Authority and validity (Enclose certified copy)	
15	Address of the applicant's Ethanol manufacturing unit	
16	(a) Ethanol manufacturing licence (b) Issuing authority (c) Valid up to (Enclose certified copy)	

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17	Factory Licence Number and validity (Enclose certified copy)	
18	Annual production capacity in Kilo Litres (Enclose certified copy of capacity certification)	
19	ST & CST Registration No. and Date (Enclose certified copy)	
20	Documentary evidence for sustainable supply of molasses. Evidence in the form of Bilateral Agreements(Enclose certified copies)	

21. We, hereby declare that we have never been black listed by any Govt. organization/ Public sector under taking in the past for breach of contract. In case the same is found at a later date we shall have no objection to canceling the contract by the Purchaser.

22. Details of other statutory license/ approvals (Enclose certified copy)

Name of Licence	Form No.	Valid up to	Issuing authority

Place:

Date:

Signature_____

Name of Person signing_____

Applicant's Name and address with seal_____

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Annexure-XI

ETHANOL QUANTITY OFFERED BY THE APPLICANT

Name of the State where the sugar plant is located	Date of Commencement of Supply	Quantity offered in Kiloliters

The applicant may indicate their preferences in the table below for supplies to other states in case their above offered quantity is not consumed within the state. However, such allocation shall be governed by decision of the Committee appointed by Govt. of India.

Order of Preference	Name of the State
1	Wherever supply plant is located
2	
3	
4	

N.B.:

- i. The agreement for Ethanol supply should be executed within 30 days of issuance of LOI.

Place:

Date:

Signature _____

Name of Person signing _____

Applicant's Name and address with seal _____

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Annexure-XII

FORMAT FOR UNDERTAKING ON RECOVERY OF DUES

**AFFIDAVIT-CUM-UNDERTAKING
 (To be notarised)
 On Non-Judicial stamp paper of Rs.100/-)**

I/WE,

_____ , Proprietor/Partner/Director/Trustee
 of M/s _____ having its office at
 _____, do
 hereby solemnly affirm and declare as under:

- 1) That Oil Marketing Companies i.e. Indian Oil Corporation Limited, Hindustan Petroleum Corporation Limited and Bharat Petroleum Corporation Limited (hereinafter referred to as OMC) had invited Expression of Interest from Ethanol Manufacturers in India producing ethanol from biomass such as sugar containing materials like sugarcane, sugar beet, sweet sorghum, etc, starch containing materials such as corn, cassava, algae, etc, and cellulosic materials such as bagasse, wood waste, agricultural and forestry residues, indigenous Molasses, etc and having valid ethanol manufacturing licence issued by State Excise Authority for supply of Indigenous Denatured Anhydrous Ethanol to various Depots/ Terminals of IOC/ BPC/ HPC in the notified States for the period of 1(one) year with effect from **01.10.2012 to 30.09.2013**.
- 2) That I /we being such Ethanol manufacturers have applied for the same and herein with submitting all the relevant documents along with signatures of authorized signatories
- 3) That we hereby do authorize OMC's to recover pending dues /penalties, if any, arising out of previous contracts with any of the OMC's while making payments to us against Ethanol supplies under this contract.

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- 4) That I/we hereby further do authorize the OMC that they are entitled to deduct 25% from each of our running account bill, till all the pending bills/penalties adjusted completely
- 5) That I/We do hereby undertake and state that, I/We shall have no claim/objection against OMC ie., IOCL, BPCL and HPCL whatsoever including any future right for compensation, damages, etc with regards to such deduction from our R/A bill

Place

Deponent

Date:

VERIFICATION

Verified that the contents of para 1 to 5 of the above Affidavit-cum-Undertaking are true and correct to my personal knowledge. No part of it is false and nothing stated therein has been misstated or concealed.

Deponent

Witness:

SIGNATURE OF APPLICANT

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ANNEXURE XIII

FORMAT OF ONE WAY ROAD DISTANCE

Sl.No.	Name of Location for Supply Source	Name of the Depot/Terminal (Destination)	One way motorable distance in Kms.
1			
2			
3			
4			
5			
6			

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