



NAYARA ENERGY LIMITED

(Formerly Essar Oil Limited)

TENDER NO – NAYARA ENERGY LIMITED/2018/6000088978

TENDER DOCUMENT

FOR

SUPPLY OF DIESEL LUBRICITY ADDITIVE

VADINAR REFINERY, GUJARAT

VADINAR 361 305 INDIA

DUE ON 25.10.2018

INDEX

ANNEXURE	DESCRIPTION	PAGE NO.
ANNEXURE - A	INSTRUCTIONS TO BIDDERS	3
ANNEXURE - B	BID QUALIFICATION CRITERIA	6
ANNEXURE - C	TECHNICAL DETAILS FOR DIESEL LUBRICITY ADDITIVE, SAMPLE SUBMISSION PROCEDURE, PPM TESTING AND PRICE LOADING.	7
ANNEXURE - D	PRICE SCHEDULE INDIAN BIDDERS FOREIGH BIDDERS	11
ANNEXURE - E	PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING	15
ANNEXURE - F	FORMAT FOR BIDDER'S INFORMATION	16
ANNEXURE - G	PROFORMA OF BANK GUARANTEE FOR EMD	18
ANNEXURE - H	COMMERCIAL TERMS AND CONDITIONS – DOMESTIC SUPPLIER	20
ANNEXURE - I	STANDARD COMMERCIAL TERMS AND CONDITIONS – IMPORT SUPPLIER	31
ANNEXURE - J	VEHICLE DOCUMENTS FOR DOMESTIC SUPPLY	41

ANNEXURE - A

INSTRUCTIONS TO BIDDERS

Sub: Request for Quotation for Supply of Diesel Lubricity Additive

1.0 Bids are invited for supply of **Diesel Lubricity Additive (DLA)** in complete accordance with tender documents and its attachments.

2.0 Submission of Tender:

2.1 Bids should be submitted in "TWO BID SYSTEM" i.e. "Un-priced Bid / Technical Bid" through Email on Himanshu.Jankhariya@nayaraenergy.com / Commercial.Associates2@nayaraenergy.com

Technical Clarification / Queries:

Contact Person : Mr. Rupesh Gori	Contact Person : Mr. Krishnakumar, S
Email : Rupesh.Gori@nayaraenergy.com	Email : Krishnakumar.S@nayaraenergy.com
Contact Number : +91 2833 662172	Contact Number : +91 2833 662024
Mobile No: +91 9979891467	Mobile No: +91 9099067036

Commercial Clarification / Queries:

Contact Person : Mr. Himanshu Jankhariya
Email : Himanshu.Jankhariya@nayaraenergy.com
Contact Number : +91 2833 662982
Mobile No: +91 99252 38827

2.2 "Un-priced bid/Technical Bid" complete with all technical and commercial details other than price shall be submitted. Accordingly, this shall contain the following.

- 1) Bidder's covering letter with technical details / brochure of the material offered by the bidder.
- 2) These Instructions to bidders (Annexure A) duly signed & stamped in all pages in token of acknowledgement and acceptance.
- 3) Annexure B- Bid Qualification Criteria (BQC) signed & stamped in all pages in token of acknowledgement and acceptance. Bidders should meet all the BQC and submit documents in support of meeting BQC.
- 4) Nayara Energy Technical Details of Diesel Lubricity Additive (Annexure C) duly signed & stamped in all pages in token of acknowledgement and acceptance.
- 5) Price schedule (Annexure D) with an indication "Quoted" instead of prices without mentioning values. Other information as applicable viz. P & F Charges, GST Rate, Freight Charges, other charges etc. to be filled in un-priced bid
- 6) Pro-forma of Declaration of Holiday Listing (Annexure E) duly filled in signed & stamped.

7) Nayara Energy General Terms and Conditions (GTC) Annexure - 1 signed & stamped in all pages in token of acceptance and acknowledgement. **Bidders to note that in case of any deviation/difference between GTC and the Tender Document, the details indicated in the tender document shall prevail.**

8) Format for Bidder's Information (Annexure F) duly filled in, signed and stamped.

9) Proof of sending EMD - Copy of DD/Pay Order/ Bank Guarantee as the case may be, with proof of dispatch / delivery to Nayara Energy (EMD to be paid before submitting the bid)

10) Any other document / information which bidder may like to submit, to establish that the offered material would meet Nayara Energy requirement.

11) MSE Vendor (manufacturer only) – is required to submit the following documents along with the Technical Bids.

Self-attested copy of all the pages of EM – II Certificate issued by the appropriate authorities mentioned in the Public Procurement Policy of MSEs – 2012

Vendor's declaration / affidavit in their organization / company letterhead, stating that in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

2.3 Priced Bid:

Priced bid shall consist of Price Schedule as per Annexure- D (as applicable), duly filled up without any condition.

2.4 Offer shall be valid for a period of 90 days from tender due date / extended due date for placement of order.

2.5 The rate quoted shall remain firm till the tenure of the contract period

4.0 Earnest Money Deposit (EMD):

Bidders are required to submit interest free EMD of Rs. 5,00,000 (Five Lakh only) or US\$ 7,150 (Seven Thousand One Hundred and Fifty dollars only) as the case may be. **Offer without EMD is liable to be rejected.**

4.1 **Indian Bidders** - EMD of Rs. 5,00,000.00 (Five Lakh only) shall be paid by way of crossed account payee DD / Banker's Cheque drawn on any Nationalised / Scheduled Bank in favour of NAYARA ENERGY LIMITED and payable at Vadinar.

4.2 Alternatively EMD can also be paid by way of "Bank Guarantee" as per BG format attached, from any Bank recognized as Scheduled Bank by Reserve Bank of India, in favor of NAYARA ENERGY LIMITED, Vadinar.

4.3 Bank Guarantee from any Foreign Bank is acceptable only if the same is countersigned by their Indian Branches (provided the Indian Branch of the Foreign Bank is recognized Scheduled Bank by Reserve Bank of India) or any Scheduled Indian Bank

4.4 The Bank Guarantee shall be kept valid for a period of 180 days beyond the Tender due date / extended due date

4.5 Original DD / BC / BG as the case may be, towards EMD shall be sent separately to below mentioned address Copy the DD / BC / BG as the case may be, along with proof of dispatch to be uploaded along with un-priced bid.

Mr. Himanshu Jankhariya

Deputy General Manager – Procurement Dept.

Nayara Energy Limited (Formerly Essar Oil Limited)

Refinery Site, 39 KM, Jamnagar-Okha Highway, Vadinar 361305, Gujarat, India

T +91 2833 662982

4.7 EMD / BG of unsuccessful bidders shall be released after finalization of this tender. However, in case of successful bidder the EMD shall be released on receipt of first month supply.

4.9 Forfeiture of EMD – A bidder who has submitted their bid shall not be permitted to alter / amend or withdraw the bid, notwithstanding that the bid(s) has / have not yet been opened / finalized. A bidder who purports to alter / modify withdraw their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited / en-cashed.

4.10 The Earnest Money deposited by successful bidder shall be forfeited if the successful bidder fails to honor the offer terms prior to ordering and Contractual terms after issuance of LOA / PO / ARC.

5.0 Payment Terms:

Indian Vendor – 100% payment shall be made within 30 days of receipt & acceptance of material at site.

Foreign Vendor – 100% payment will be released on submission of original documents directly to Owner (Telegraphic Transfer – TT) or through bank (Cash against documents – CAD) or through irrevocable letter of credit against submission of Performance Bank Guarantee for 10% of basic value.

6.0 Evaluation:

6.1 Quoted prices in Indian Rupees for Indigenous Supply and in Foreign Currency for Imported supply shall be considered for evaluation. For evaluation purposes, all quoted values in foreign currency would be converted to Indian Rupees at SBI TT Selling Rates on date previous to date of opening of price bid for comparison of quotes or the last available rate.

6.2 Loading for Taxes and Duties

Indigenous supplies:

GST / IGST Extra as applicable.

Imported supplies:

Customs/Import duty as applicable shall be loaded extra.

ANNEXURE – B

BID QUALIFICATION CRITERIA

1. Technical Criteria:

1.1 The bidder shall be a manufacturer of DLA.

1.2 The Bidder should have supplied at least 1000 MT of DLA to any Refinery/Petroleum Installation within the last 36 months, to be counted from the bid due date/extended due date.

The bidder shall necessarily provide documentary evidence such as purchase order copy / letter from a buyer's representative, invoice copies in order to support the above claim.

The bidder shall submit a statement in Excel format indicating the following details a) Buyer's Name b) Buyer's contact details (Name & designation, e-mail, telephone number) c) Purchase order Number d) Purchase order date e) Quantity Ordered f) Quantity Supplied g) Invoice Number & Date. A hard copy of this statement shall be uploaded along with Technical Bid.

Copies of invoices: One copy of invoice for each order indicated above to be provided along with Technical Bid. In addition to these copy/copies, NAYARA ENERGY may ask for copy/copies of invoice(s) on random basis for verification.

2. Financial Criteria:

2.1 The average annual turnover of the bidder during the immediately preceding three financial years should not be less than Rs. 10.00 Cr. (Rupee Ten Crores) or US \$ 1,425,000 (One Million Four Hundred Twenty Thousand dollars).

2.2 The bidder's net worth as per latest audited balance sheet should be positive.

The net worth is the difference between all asset and all liabilities i.e; (All assets – All Liabilities).

The above confirmation (point no. 2.1 and 2.2) should be supported by audited Profit and Loss statements and Balance sheets for the last three financial years ending on March 2018. Further, for bidders who have not finalized their books of account for the last financial year 2017-18 / CY 2017, evaluation of these criteria would be done for the immediately preceding financial year ending 2016-17 / CY 2016 for which books of account has been finalized.

ANNEXURE – C

TECHNICAL DETAILS FOR DIESEL LUBRICITY ADDITIVE, SAMPLE SUBMISSION PROCEDURE, PPM TESTING AND PRICE LOADING

1. Bidder shall provide the sample of Diesel Lubricity Additive offered/quoted in 2 sample bottles (500 ml each Sealed Aluminium Bottle only) along with Technical Bid for laboratory testing to NAYARA ENERGY. Sample to be delivered to below mentioned address.

Mr. Akash Thanki

Procurement Dept.

Nayara Energy Limited (Formerly Essar Oil Limited)

Refinery Site, 39 KM, Jamnagar-Okha Highway, Vadinar 361305, Gujarat, India

T +91 2833 662776 / M +91 70690 15381

Bidder shall ensure that the sample reaches to Nayara Energy at the above address before the tender due date. Offers without samples may not be considered for evaluation.

2. The sample bottles shall be labelled with a sticker indicating the following 1) Sample of Diesel Lubricity Additive, 2) RFQ Number, 3) Brand Name and 4) Bidder Name.

Nayara Energy produces diesel of different grades, both domestic and export grades. In India, BS-IV grade of automotive diesel fuel having sulfur content of 50 ppm is produced meeting the requirements of latest IS 1460 specification. This grade of fuel has inherent poor lubricity and is required to be treated with suitable lubricity additive to get desired lubricity required for protection of fuel injector pumps and fuel injectors. The purchased lubricity additive will be added to achieve the desired lubricity for BS-IV diesel fuel.

In addition, it will also be required to achieve lubricity for Export diesel having sulphur content of 500 ppm based on World Fuel Charter specification whose specification is more stringent (400 micron wsd)

A. Pre-Qualification Criteria:

Bidder should be a Manufacturer of Lubricity Additive and have a proven track record of manufacturing and supplying Lubricity Additive to One Refinery worldwide in past five years through competitive bidding. Bidder should submit documentary evidence in support of it.

Technical specification of supply of lubricity additive are as follows:

1. The diesel lubricity additive should be clear, free flowing liquid with high miscibility in diesel.
2. Bidder should offer the Lubricity additive along with HFRR performance data in reference diesel fuel having less than 10 ppm sulphur and 600 micron min WSD in HFRR test at 60 Deg C (ISO 12156-1,latest version).

3. Bidder should submit the evidence of HFRR performance tests as per technical evaluation criteria mentioned in above point, along with self-attested copies of the results of HFRR tests carried out at different treat levels.
4. The Bidders should certify that addition of offered lubricity improver at the recommended treat rate do not harm any of the BS-IV diesel properties as per latest IS1460. No Harm Test report shall be submitted by the bidder
5. The Bidder will certify that diesel lubricity improver sample does not contain any metals, phosphorus based component and FAME.
6. The Bidder should certify a shelf life of minimum 1 year for their diesel lubricity additive.
7. Bidder shall submit sample of lubricity additive for testing at Nayara Energy Ltd, in line with following criteria:
 - i. Bidder can offer only one sample of Lubricity additive with recommended treat rate.
 - ii. The sample should reach within Tender due date. Failing which, the bidder's offer will not be considered for evaluation
 - iii. Bidder should submit MSDS, Technical data sheet, COA of the sample, which should include various parameters as listed in Table-1. Bidder will certify that they will continue to supply the same material as that of the submitted sample in each commercial lot, meeting certified technical specifications as per Table -1

iv. **Table – 1**

SI. No	Tests	Test Method	Bidder's Specifications		
			Min. value	Max. value	Typical Value
1	Appearance	Visual			
2	Flash Point, COC/ PMCC °C , min	ASTM D 92/93			
3	Density @ 15°C , g/ml	ASTM D 4052 /D1298			
4	Pour Point ° C, max	ASTM D 97			
5	KV @ 40 ° C, cSt	ASTM D 445			
6	Total Acid Number, mg KOH/g	ASTM D 974			
7	Recommended treat rate to meet HFRR Performance criteria of less than 420 micron of corrected WSD at 60 Deg C carried out in reference diesel fuel with less than 10 ppm sulphur.	ISO 12156-1			
8	Spectroscopic Analysis*	FTIR	Confirm to standard spectra submitted by		

			Bidder
--	--	--	--------

Self-certified standard spectra of offered Lubricity additive should be submitted along with the bid

8. After placement of Purchase Order, each supply will be tested for verification w.r.t. the certified vendor specification submitted in the technical bid. Any supply not conforming to the certified specification will be rejected and vendor shall replace the whole lot free of cost.
9. Lubricity additive procurement will cover the requirement for 1 year and is to be delivered in staggered manner as per Nayara Energy requirement. Nayara Energy will provide monthly schedule. If Bidder fails to supply the material, Nayara Energy reserve right to procure material from open market and differential amount will be deducted from Bidder's payable amount.
10. The vendor to provide technical support as and when required by Nayara Energy Ltd, Vendor should give the acceptance to this point in the technical bid.
11. Vendor shall submit statement of their experience in supplying of lubricity additive, including list of references.

Tender Evaluation Criteria

1. The offered diesel lubricity additive sample, after codification will be sent to Nayara Energy Ltd., laboratory and tested as per the technical specification of additive submitted by the party. The specification will include parameters as given in Table –1. Sample failing in any of the specification will be rejected.
2. Diesel doped with lubricity improver at recommended/optimized treat rate will also be tested for the following critical properties as per latest IS: 1460 in BS-VI diesel :
Inorganic acidity, Ash, Copper strip corrosion, total contamination, CCR and sulphur.

Any sample failing in any of the above test will be rejected.

1. Mixture of DHDT diesel, VGO Naphtha and Cetane Improver (0.4 wt%) having less than 10 ppm sulphur without any lubricity additive will be used as reference fuel sample for evaluation of lubricity additives for optimization of the treat rate. All the tender samples would be evaluated in same batch of reference fuel.
2. The optimum treat rate would be the treat rate at which the corrected WSD value as per latest version of ISO 12156-1 @ 60 Deg C of the reference diesel fuel doped with submitted tender lubricity additive sample is less than 420 microns. Bidders should submit and commit on the recommended treat rate to meet the lubricity specification of reference diesel. *However, the test result of Nayara Energy Ltd., will be the final treat rate.*
3. To establish the optimum treat rate, the offered lubricity improvers would be tested at ± 20 ppm of recommended treat rate. For example, if the recommended treat rate is X ppm, the sample would be tested for X - 20ppm, X ppm & X+20 ppm. The minimum concentration at which the sample would meet the desired WSD criteria of less than 420 microns would be the optimized treat rate. **In case the sample failed at all the three treat rates, the sample will be rejected.**

4. Nayara Energy Ltd., optimized treat rate will be loaded in the price quoted by the bidder as per the following formula :-

Price Loading Factor = Optimum Treat rate at which the reference diesel passes the diesel lubricity criteria/ Minimum treat rate of any bidder at which the reference diesel passes the lubricity criteria of 420 microns max.

Evaluation will be done considering above Price Loading Factor as under: -

Evaluated Cost = {Price Loading Factor X Landed cost of the Lubricity Additive (Rs/MT) quoted by the bidder}

ANNEXURE – D

PRICE SCHEDULE (FOR INDIAN BIDDER)

PRICE SCHEDULE (FOR INDIAN BIDDER)

Reference No. _____ Date: ____/____/____

From: _____

To

Mr. Himanshu Jankhariya

Deputy General Manager – Procurement Dept.

Nayara Energy Limited (Formerly Essar Oil Limited)

Refinery Site, 39 KM, Jamnagar-Okha Highway, Vadinar 361305, Gujarat, India

T +91 2833 662982

Subject: Supply of Diesel Lubricity Additive

With reference to RFQ 2018/6000088978 for supply of Diesel Lubricity Additive, we submit below our most competitive offer.

Diesel Lubricity Additive	Quantity : 1100 MT	Unit Rate Quoted / Not Quoted per MT
GST IGST		GST ____% IGST ____%
Freight Charges % of unit price	FOR VADINAR SITE EXW BASIS	IF EXW BASIS PL CONFIRM AMOUNT
Place of Despatch		
Delivery Period		
Validity of Offer		

Payment Terms – NAYARA ENERGY Terms	Acceptable / Not Acceptable	
Delayed Delivery Clause	Acceptable / Not Acceptable	
Packing Details		
EMD Details		

We have gone through the details of T & C of NAYARA ENERGY for this tender and we agree to abide by the same.

Place & Date

for _____

Seal & Signature

PRICE SCHEDULE (FOR FOREIGN BIDDER)

PRICE SCHEDULE (FOR INDIAN BIDDER)

Reference No. _____ Date: ____/____/____

From: _____

To

Mr. Himanshu Jankhariya

Deputy General Manager – Procurement Dept.

Nayara Energy Limited (Formerly Essar Oil Limited)

Refinery Site, 39 KM, Jamnagar-Okha Highway, Vadinar 361305, Gujarat, India

T +91 2833 662982

Subject: Supply of Diesel Lubricity Additive

With reference to RFQ 2018/6000088978 for supply of Diesel Lubricity Additive, we submit below our most competitive offer.

Diesel Lubricity Additive	Quantity : 1,100 MT	Unit FOB Rate Quoted / Not Quoted per MT
Ocean Freight up to Kandla / Mundra Port		Quoted / Not Quoted per MT
Transit Insurance		
Port of Despatch		
Delivery Period		
Validity of Offer		
Payment Terms – NAYARA ENERGY Terms	Acceptable / Not Acceptable	

Delayed Delivery Clause	Acceptable / Not Acceptable	
Packing Details		
Customs Tariff Number		
EMD Details		

We have gone through the details of T & C of NAYARA ENERGY for this tender and we agree to abide by the same.

Place & Date

for _____

Seal & Signature

ANNEXURE – E

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING.

Bidders are required to incorporate appropriate remark in the category applicable to them and submit the same along with Technical Bid

In the case of a Proprietary Concern:

I hereby declare that neither I in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list by any of the Refineries to whom we have supplied the Diesel Lubricity Additive.

(Here give particulars of black listing or holiday listing and in absence thereof state “NIL”).

In the case of a Partnership Firm

We hereby declare that neither we M/s. _____ submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm, either in his individual capacity or as proprietor of any firm or concern have or has been placed on black list or holiday list by any of the Refineries to whom we have supplied the Diesel Lubricity Additive.

(Here give particulars of black listing or holiday listing and in absence thereof state “NIL”).

In the case of Company

We hereby declare that we have not been placed on any holiday list by any of the Refineries to whom we have supplied the Diesel Lubricity Additive.

(Here give particulars of black listing or holiday listing and in absence thereof state “NIL”).

It is understood that if this declaration is found to be false in any particular respect, NAYARA ENERGY LIMITED, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place:

For and on behalf of

Date:

Signature & seal of the vendor

ANNEXURE - F

FORMAT FOR BIDDER'S INFORMATION

1	Name of Bidder	
2	Address for Communication	
3	General contact details viz. E-mail address, telephone no., and fax no.	
4	Whether bidder is a manufacturer OR dealer/trader, for items under this tender	
5	Type of Organisation: Government Dept. / Public Sector Undertaking / Public Limited Company / Private Limited Company / Partnership / Proprietorship / Others (Pl. specify)	
6	Location of Registered Office , in the case of Company	
7	Residential status : Indian or Non-resident;	
8	Indian Income Tax PAN Number: (Note : In case where Indian Income Tax Deduction at Source is applicable, non-availability of PAN Number will entail a higher deduction)	
9	In case non-resident, whether the bidder is having any Permanent Establishment in India, through which business transactions in India are carried out.	
10	IN CASE BIDDER IS A MANUFACTURER FOR ITEMS UNDER REFERENCE:	
10.1	Address of Factory:	
10.2	Central Excise Registration Number(For Indian bidders)	
10.3	Service Tax Registration Number , if any (For Indian Bidders)	
10.4	Sales Tax / VAT / CST Registration Number(For Indian Bidders)	
11	CONTACT PERSON'S DETAILS:	
11.1	Name & Designation	
11.2	E-mail id	
11.3	Telephone No.- Landline	

11.4	Mobile Number.	
11.5	Fax number	
12	Average Annual Turnover of the business	
13	Whether the bidder falls under the category of Micro & Small Enterprises (MSE) as per the MSME Policy of Govt. of India. If YES, whether proof for the same enclosed with the bid?	

ANNEXURE - G

PRO-FORMA OF BANK GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

FOR EARNEST MONEY DEPOSIT

To,

NAYARA ENERGY LIMITED,
VADINAR REFINERY
VADINAR 361305, Gujarat, India

Dear Sir,

M/s. _____ have taken tender for supply of _____ for NAYARA ENERGY LIMITED. The tender conditions of contract provide that the bidder shall pay a sum of Rs. _____ (Rupees _____) as earnest money deposit / initial / full security deposit in the form therein mentioned. The form of payment of earnest money / security deposit includes guarantee executed by Schedule "A" Bank, undertaking full responsibility to indemnify NAYARA ENERGY LIMITED in case of default.

The said _____ have approached us and at their request and in consideration of the premises, we _____ having our office at _____ have agreed to give such guarantee as hereinafter mentioned

The said _____ have approached us and at their request and in consideration of the premises, we _____ having our office at _____ have agreed to give such guarantee as hereinafter mentioned

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to NAYARA ENERGY LIMITED, we shall on demand pay to you in such matter as to you may direct the said amount of Rs. _____ (Rupees _____) only or such portion thereof not exceeding the said sum as you may from time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and / or that any dispute or disputes are pending before any officer tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid

5. Our liability under this guarantee is restricted to Rs. _____.
(Rupees _____). Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favor under memorandum and articles of association and undersigned has full power to do under the Power of Attorney dated _____ granted to him/her by the Bank.

Yours faithfully

_____ Bank by its constituted attorney

Sign on behalf of Bank

(Signature of the person duly authorized to sign on behalf of the Bank)

Name, Signature and seal of Bank

ANNEXURE - H

COMMERCIAL TERMS AND CONDITIONS – DOMESTIC SUPPLIER:-

1.0 DEFINITION:

1.1 The "OWNER" shall mean NAYARA ENERGY LIMITED having its registered office at Post Box No. 24, Khambhalia - 361 305, Dist. : Devbhumi Dwarka (Gujarat) and shall, unless excluded or repugnant to the context or meaning thereof, be deemed to include its successors and assigns.

1.2 "SUPPLIER" shall mean the person, firm or body corporate contracting with OWNER for the supply to of any GOODS, as called for by the PURCHASE ORDER and shall be deemed to include SUPPLIER's successors (Approved by OWNER) representatives' heirs, executors and administrators, unless otherwise excluded by the PURCHASE ORDER.

1.3 "PURCHASE ORDER" shall mean the OWNER's PURCHASE ORDER together with this commercial Terms & Conditions of Purchase and all documents, drawings, and Technical Specification attached (if any) to or referred to in the PURCHASE ORDER.

1.4 "GOODS" shall mean and include any and all work, material, machinery, equipment, spares, tools, supplies. GOODS shall be complete in all respects to comply with performance parameters stipulated in PURCHASE ORDER and facilities including transportation etc. upto FOR Vadinar to be provided by the SUPPLIER in accordance with the PURCHASE ORDER.

1.5 "SITE" shall mean the place envisaged by PURCHASER, at which the GOODS are to be supplied, erected, commissioned and operated i.e. Refinery Site, Vadinar, Dist. Devbhumi Dwarka (Gujarat), India or any designated place in the PURCHASE ORDER.

1.6 "FOR" shall mean Free On Road or any other type of transport upto Vadinar or SITE or any other designated site. The SUPPLIER shall bear all the cost and freight necessary to bring the GOODS to the SITE or any other designated site.

2.0 PRICE:

The PURCHASE ORDER price is based on unit rates, which shall remain firm till the execution of the complete order and shall not be subjected to any increase or escalation whatsoever.

3.0 INVOICING INSTRUCTIONS:

3.1 Tax invoice shall be raised on NAYARA ENERGY LIMITED, as per the address given below for the supply of GOODS. The original copy (1st copy) to be marked as "Original for Recipient" and the same shall be sent along with the photo copy of the LR to be delivered to the following address. The duplicate copy (2nd copy) to be marked as "Duplicate for Transporter" and must be accompanied with the GOODS (in absence of original DFT copy of invoice, vehicle shall not be allowed for unloading).

BILL TO PARTY:

NAYARA ENERGY LIMITED,
Refinery Site, 39KM, Jamnagar-Okha Highway
Khambhalia, Dist. Devbhumi Dwarka,
Vadinar, Gujarat - 361305
INDIA
Tel No.: 02833-661444
OWNER's GSTIN: 24AAACE0890P1ZF

Contact Persons: Mr. Dharmendra Kothari / Mr. Paresh Patel
Contact Nos.: 02833 661399 / 02833 661900
E-Mail ID: Receiptwarehouse@nayaraenergy.com

3.2 The Tax Invoice should be issued in accordance with the provisions of GST law comprising CGST Act, SGST/UTGST Act, IGST Act and Rules and regulations made thereunder and shall contain the following details.

- a) Name, address and GSTIN of the SUPPLIER.
- b) Tax Invoice No. (unique for a financial year) and Date of Issuance of Invoice
- c) Name, address and GSTIN of the Recipient
- d) Description of GOODS and HSN code of GOODS
- e) Quantity, Unit, Rate and total value of GOODS
- f) Taxable value of supply of GOODS, taking to account discount, if any
- g) Rate of Tax and amount of Tax (CGST, SGST/UTGST, IGST)
- h) Place of Supply and name of State, in case of inter-State supply
- i) Signature or digital signature of the authorized signatory
- j) Whether the tax is payable on reverse charge basis.

3.3 The tax invoice should also contain our PURCHASE ORDER Number & date, packing list/challan No, LR No, Name of the Transporter etc., showing the complete dispatch particulars for supply of GOODS.

3.4 In case of MSME SUPPLIER, status of MSME (Micro & small enterprises or Medium enterprises) should be mentioned in Invoice clearly.

3.5 To facilitate Nayara Energy Limited to avail Input Tax Credit of the GST, the SUPPLIER should provide the valid tax invoice and this tax invoice details shall be uploaded into the GSTN portal. The SUPPLIER shall file the prescribed returns within the due date and the SUPPLIER should also pay the GST charged on the tax invoice to the Government of India on or before the due date.

3.6 In case, Input Tax Credit of the GST charged on the tax invoice is disallowed to Nayara Energy Limited, due to any non-compliance of any provisions under GST by the SUPPLIER, the GST amount paid to the SUPPLIER as per the tax invoice will be recovered or adjusted from the subsequent payment, from the SUPPLIER along with interest, penalty and administrative cost incurred if any by Nayara Energy Ltd.

4.0 DELIVERY TERMS & ADDRESS:

4.1 All the GOODS must be dispatched to below mentioned address as per INCO Terms mentioned

in this PURCHASE ORDER:

NAYARA ENERGY LIMITED,
Refinery Site, 39KM, Jamnagar-Okha Highway
Khambhalia, Dist. Devbhumi Dwarka,
Vadinar, Gujarat - 361305
INDIA
Tel No.: 02833-661444
GSTIN: 24AAACE0890P1ZF

Contact Persons: Mr. Dharmendra Kothari / Mr. Paresh Patel
Contact Nos. : 02833 661399 / 02833 661900
E-Mail ID : Receiptwarehouse@nayaraenergy.com

Following documents needs to be sent along with the GOODS:

1. Commercial Invoice - Original for Recipient
2. Duplicate for Transporter (i.e. DFT)
3. Delivery challan / Packing List
4. Test Certificates (as applicable)
5. Inspection Reports & Inspection Release Note (i.e. IRN) (as applicable)
6. Guarantee / Warranty Certificate (as applicable)

4.2 SUPPLIER shall ensure that PO No., PO Line item No., Material code and Material short description must be mentioned on challan / Packing list as well as Invoice. If it is not feasible to incorporate all details in Invoice / challan / Packing list, pl. provide separate annexure with all required details along with dispatch documents. It may be noted that in absence of these details & above listed documents along with GOODS, vehicle will be not be allowed to enter into our premises.

4.3 SUPPLIER shall ensure that all dispatched GOODS should have identification tag on each item. Identification tag should contain following details:

1. PURCHASE ORDER Number with Line Item Number (eg. PO No. 450000XXXX - PO Line Item No. 00XX)
2. SAP Material code & Item Description
3. Supplied Total Quantity with UOM
4. SUPPLIER's Challan Number with Line Item Number

Note: In absence of identification tag on each item, GOODS are liable to reject by OWNER.

4.4 If GOODS is dispatched from any location of India, E Way bill is compulsory & shall accompany with the GOODS. SUPPLIER shall ensure that all GOODS being dispatched to OWNER shall be accompanied with System Generated E-Way Bill and the following procedure shall be adhered without fail with regard to E-way bill.

(i) The Carrier of the GOODS move from SUPPLIER's works shall carry system generated E-Way Bill along with the invoices (Original for Recipient & Duplicate for Transporter).

(ii) During the movement of the GOODS, if vehicle is detained by the designated authorities in absence of E-Way bill & E-Way bill is not generated by the SUPPLIER for the GOODS in transit, then SUPPLIER is only responsible (OWNER is not responsible for the same in any respect).

(iii) System generated E-Way Bill shall be retained by the Carrier of the vehicle throughout its journey and shall be handed over to Consignee along with the GOODS.

4.5 In case of SUPPLIER fail to deliver GOODS strictly within the delivery schedule, OWNER shall have right to ask them to dispatch the same by any costlier mode of transport. The entire additional expenditure involved will therefore, have to be borne by the SUPPLIER even if the order is on the basis of FOR- SUPPLIER's station of dispatch and therefore the normal goods train freight will have to be borne by OWNER and such additional expenditure shall be charged to SUPPLIER.

5.0 PACKING & FORWARDING:

5.1 Charges towards Packing, Forwarding and Loading at SUPPLIER's Shop / Warehouse are included in basic PURCHASE ORDER price.

5.2 Unloading of GOODS at OWNER's SITE shall be done by OWNER.

6.0 GOODS & SERVICE TAX (GST):

6.1 GST @ ___% is included in total PURCHASE ORDER Value. The SUPPLIER shall, however, required to furnish documents as mentioned in clause 3.2

7.0 VARIATION IN TAXES, DUTIES & LEVIES:

The Prices in PURCHASE ORDER is fixed for the duration of order. However, statutory variation in GST, if any, shall be adjusted on either side.

8.0 INSPECTION:

8.1 Inspection of GOODS shall be carried out at OWNER's SITE store upon receipt of GOODS. SUPPLIER shall, however, repair/replace the damaged/rejected GOODS to the satisfaction of the OWNER at no extra cost.

8.4 All GOODS shall be supplied with relevant Test Certificates & other shop test certificates, as applicable.

8.5 Third Party Inspection charges shall be borne by OWNER.

9.0 TRANSPORTATION:

9.1 Charges for transportation of GOODS from SUPPLIER's works/ warehouse to OWNER's SITE are included in Basic PURCHASE ORDER Value. Documentary proof for the same, however, is not required. (FOR Vadinar SITE)

9.2 GOODS covered by this PURCHASE ORDER shall not be dispatched in whole or in part until SUPPLIER received a written 'Release Note' from OWNER or their designated representative.

9.3 In case of part load consignments, SUPPLIER is requested to use any of below listed transporters only for delivery of ordered GOODS at OWNER's SITE.

1. XPS Cargo
2. Transport Corporation of India Ltd. (TCI)
3. V-Trans / V-Express
4. Associated Road Transport Co. (ARC)
5. Lalji Mulji Transport Co. (LMTC)
6. Jamnagar Transport Co.
7. Jamnagar Transport Services
8. Speedage Cargo
9. Shree Maruti Courier (for small consignment)

Notes:

- (a) Other transporters / couriers shall not be used for material transportation and OWNER may not accept the GOODS sent by other than above listed transporters / couriers.
- (b) SUPPLIER to contact OWNER (as mentioned in below para. 16.1) for full truck load consignments in case of 'Ex-works' delivery terms.
- (c) SUPPLIER is free to use any Transporter of their choice in case of "FOR Vadinar SITE" delivery term and full truck load GOODS).

9.4 As per GST provisions, the person who pays or is liable to pay freight for the transportation of GOODS shall be treated as the person who receives the service of transportation. Therefore, where the freight is in the scope of OWNER, GST shall be paid by OWNER under Reverse Charge Mechanism. Freight amount needs to be indicated on LR/Freight Invoice/both, as applicable.

9.5 In case transportation of ordered GOODS is in SUPPLIER's scope (or transportation is arranged by SUPPLIER), SUPPLIER to ensure availability of below listed ORIGINAL documents with vehicle (in addition to DFT copy of GOODS invoice), else vehicle will not be allowed to enter Refinery SITE for unloading:

1. Driver's License
2. Vehicle Insurance Policy (valid)
3. Vehicle Registration book
4. GOODS Carriage Permit
5. Vehicle Fitness Certificate
6. Pollution Under Control Certificate (PUC)

Additional requirements for Vehicle carrying Chemicals:

1. For HCL & Caustic Soda tankers: Third Party Inspection Certificate
2. TREM card for liquid chemical TTs.

Also, Vehicle driver must be accompanying by one helper. Vehicle Driver & helper should have valid original ID Proof (issued by Govt.), Safety Shoes, Safety Helmet & Full Sleeve Shirt for entry in our

Refinery Premises for GOODS delivery/unloading. Moreover, all vehicles entering into Refinery premises must follow traffic rules enforced by OWNER.

It may be noted that Vehicle shall be allowed in OWNER Refinery on same date, if vehicle will be reported at OWNER material gate on or before 3.30 p.m. along with above mentioned original documents else vehicle will be allowed on next working day.

10.0 TRANSIT INSURANCE:

All the GOODS under transit is covered under an Open General Transit Insurance Policy, already arranged by OWNER. Hence, SUPPLIER need not to pay any charges towards Insurance of GOODS at the time of dispatch. Any charges paid towards insurance of GOODS shall be recovered from the SUPPLIER in case of EXW-Delivery term.

11.0 DELIVERY TIME AND LIQUIDATED DAMAGES (LD) FOR DELAYED DELIVERIES:

11.1 The date stipulated for delivery of GOODS is the essence of PURCHASE ORDER.

11.2 In the event, SUPPLIER fails to supply the GOODS as per delivery schedule mentioned in this PURCHASE ORDER, LD @ 0.5% of basic PURCHASE ORDER Value of undelivered portion of GOODS per week of delay or part thereof, subject to a maximum of 5% of total basic PURCHASE ORDER Value, shall be levied for delayed deliveries of undelivered portion.

11.3 For delays beyond ten (10) weeks, SUPPLIER shall write to the OWNER for approval/acceptance of GOODS prior to dispatching. In such case OWNER reserves the right to accept or reject the GOODS based on requirements.

12.0 GUARANTEE:

12.1 The SUPPLIER shall guarantee the GOODS against any defects or failure which arise due to faulty materials, workmanship or design (except materials or design furnished by the OWNER). The SUPPLIER's guarantee shall expire Eighteen (18) months from the date of Receipt and acceptance of the GOODS, at our SITE (the Defects Liability Period).

12.2 During the Defects Liability Period, if any GOODS are found to be defective, it shall be promptly replaced or rectified by the SUPPLIER at its own cost (including the cost of dismantling and reinstallation) on the instructions of the OWNER and if removed from the OWNER'S SITE for such purpose, shall be re-delivered to the SITE by the SUPPLIER at its own cost.

12.3 Performance Bank Guarantee: SUPPLIER is required to submit Performance Bank Guarantee (PBG) in the format enclosed herewith for 10% of the basic PURCHASE ORDER value to be issued by a reputed Scheduled Commercial bank towards fulfillment of all warranties & guarantees and satisfactory performance of GOODS as stipulated in this PURCHASE ORDER. The bank guarantee shall remain valid during full guarantee/warranty period.

The SUPPLIER shall demonstrate all parameters as per specification(s) and any corrections and / or rectification required shall be carried out by the SUPPLIER without any limitation in accordance with the

Performance Bank Guarantee.

13.0 MATERIAL/GOODS REJECTION:

If OWNER finds that supplied GOODS are not of the contracted quality or not according to the specification required by the OWNER or received in damaged or broken condition or otherwise not satisfactory owing to any reason of which the OWNER shall be the sole judge, the OWNER is entitled to reject the GOODS, cancel the contract and buy it from the OPEN MARKET and recover the loss, if any, from the SUPPLIER (where no standard is specified, supplies to Indian standard specifications must be made). SUPPLIER shall immediately remove the rejected GOODS at their cost in all respect. However, even within 30 days from the date of intimation of rejection, if the GOOD is not removed, OWNER will be free to dispose off the GOODS free of cost to any party and expenses, if any, incurred for disposal shall be payable by the SUPPLIER.

14.0 PAYMENT TERM:

14.1 100% payment will be paid within 30 days from date of GOODS receipt at OWNER's SITE.

Payment will be made on the actual weight or quantity received & accepted by OWNER and OWNER's record shall be considered as final & decisive on the point.

NOTE - "NAYARA ENERGY LIMITED (formally known as Essar Oil Ltd.) is a separate Legal Entity incorporated under the Companies Act, 1956 and having entirely different set up for all associated departments (i.e. Procurement & Contracts, Accounts, Indirect taxation, Warehouse, etc.). The terms and conditions defined in this PURCHASE ORDER is solely of NAYARA ENERGY LIMITED and is part of mutual agreement between NAYARA ENERGY LIMITED and the SUPPLIER. Execution of this PURCHASE ORDER shall not be linked with any issues/disputes between SUPPLIER and other 'Essar' group companies, if any."

15.0 POST ORDER COORDINATION / COMMUNICATION:

15.1 The Buyer for this job is

Name:

Contact No.:

E-mail ID:

15.2 SUPPLIER shall send all commercial related correspondence, 1 sets of documents (wherever applicable) like Quality Assurance Plan (QAP) / GA drawings/ Datasheet/ Calculation Sheet, etc. immediately for approval, at the following address:-

NAYARA ENERGY LIMITED,
Refinery Site, 39KM, Jamnagar-Okha Highway
Khambhalia, Dist. Devbhumi Dwarka,
Vadinar, Gujarat - 361305
INDIA

Attention: Mr. Srinivas Reddy

(Head - Procurement & Warehouse)
Tel. No. : 0091 2833 662806
E-Mail: Srinivas.Reddy@nayaraenergy.com

15.3 Within one week of dispatch of the GOODS, SUPPLIER is required to submit (wherever applicable) 3 Sets of the FINAL/ as-built documents, 1 ORIGINAL Set and 2 Copies (incl. 1 soft copy), including all Factory/Mill Test Certificates, Warranty Certificate, Certificate of Conformity, Third Party Inspection (TPI), Release Notes in the form of Manufacturing Data Books (MDB) at the address mentioned above (if applicable).

15.4 Payment shall be subject to receipt of the above final documents. (Wherever applicable).

15.5 Any issues related to payments shall be addressed to accounts department (with a copy to buyer, as referred in para. 15.1). Contact details for payment related queries are as under:

Contact Person: Nayara Energy P2P Team
E-mail ID : p2p@nayaraenergy.com

16.0 REQUIREMENTS FOR IBR GOODS:

16.1 Not applicable to this PURCHASE ORDER.

17.0 MSME Supplier & DOCUMENTATION :

17.1 MSME Registration Certificate must be valid till end of the supply period. The MSME SUPPLIER to note and ensure that the nature of manufactured product in the MSME certificate matches with the nature of GOODS supply of PURCHASE ORDER. In case the nature of GOODS supplied do not match with MSME certificate, Nayara Energy Limited is not liable to pass benefits for Micro, Small & Medium Industries (MSME) to SUPPLIER.

17.2 Effect of delay and or failure in submission of documents as per terms of the PURCHASE ORDER in respect of GOODS supplied by SUPPLIER:-

17.2.1 The SUPPLIER is required to timely provide Invoice and other necessary documents including those showing compliances as per terms of the PURCHASE ORDER to facilitate timely payment.

17.2.2 From technical aspect, documents required may include, without limitation, Manufacturer's data book, Manual, Original test / Fitness Certificate, IBR certificate, Inspection reports etc. or other specific documents mentioned in PURCHASE ORDER which may be required to be submitted along with the GOODS / Invoice or within specific time frame.

17.2.3 Similarly, from commercial aspect, such documents may include, without limitation, Performance Bank Guarantee, Undertakings, Security Deposits, Tax Invoice, Transporters copy, or those showing compliance by the SUPPLIER with the statutory provisions applicable to GOODS supplied to the OWNER.

17.2.4 Delay or failure on the part of the SUPPLIER to submit any of the above documents / shall be deemed as defect / deficiency in the GOODS supplied by the SUPPLIER without requiring any written

communication from the OWNER and such failure / delay shall itself be deemed as objection against acceptance of GOODS due to deficiency in supply on the part of the SUPPLIER and will be considered as communicated to SUPPLIER and therefore no interest amount on account of MSME act will be payable to SUPPLIER for the period of delay / failure on the part of the SUPPLIER and it shall be deemed to be cured when the required document(s) is actually submitted by SUPPLIER.

18.0 CONFIDENTIALITY:

The SUPPLIER shall not divulge information related to the PURCHASE ORDER and shall keep all data confidential.

19.0 ANTI CORRUPTION CLAUSE & HOTLINE DETAILS:

19.1 The SUPPLIER is required to read, understand and comply with the Anti corruption Laws applicable to the Nayara Energy Limited (OWNER) while submitting the offer and accepting the PURCHASE ORDER from OWNER.

1. SUPPLIER is and shall remain in compliance with all relevant laws applicable to the services [he/she/it] shall perform under this PURCHASE ORDER including all relevant anti-corruption laws. SUPPLIER shall not, and nor shall any of [his/her/its] officers, employees, shareholders, representatives or agents ("Associated Parties"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this PURCHASE ORDER which (i) would violate any anti-corruption laws or regulations applicable to SUPPLIER or OWNER, (ii) is intended to, or does, influence or reward any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a Public Official with the intention of influencing such a person and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper (any one of (i) to (iv) being a "Corrupt Act").

2. SUPPLIER represents and warrants that [he/she/it] and [his/her/its] Associated Parties have not engaged in any Corrupt Act prior to the date of this PURCHASE ORDER.

3. For the purposes of this PURCHASE ORDER, "Public Official" includes, without limitation, any person holding or acting on behalf of a person holding legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organization, any federal or regional government department or agency, any political party, or any candidate for political office, or a relative or associate of any such person.

4. SUPPLIER represents and warrants that it has in place appropriate anti-corruption systems and controls such as are reasonably likely to be regarded as constituting "adequate procedures" for the purposes of section 7 of the UK Bribery Act 2010.

5. During the term of this Purchase Order, SUPPLIER shall (i) properly and accurately record in its Books and Records all transactions which relate in any way to this PURCHASE ORDER or to services provided by SUPPLIER under it ("Transaction Records"), (ii) provide the Transaction Records and/or any other such information as OWNER may reasonably require by notice in writing in order to monitor SUPPLIER's compliance with its obligations under clauses 19.0. For the purpose of this clause 19.0, "Books and

Records" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation (including without limitation, invoices, transfer documents and any other documents), whether in paper or other form.

6. SUPPLIER undertakes not to share any fees, commission or other reward paid to it by OWNER with any Public Official or with an Associated Party of a business partner or potential business partner of OWNER.

7. To the best of [his/her/its] knowledge and belief, neither SUPPLIER nor any of [his/her/its] Associated Parties:

7.1. has at any time been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);

7.2. has at any time admitted to having engaged in any Corrupt Act (or similar conduct); or

7.3. has at any time been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct)

8. Without prejudice to Termination/cancellation clause of this PO (if any), in the event OWNER reasonably suspects there to have been a breach of clauses 19.0 of this PURCHASE ORDER, OWNER may terminate the PURCHASE ORDER immediately upon giving notice in writing to the SUPPLIER.

All disputes shall be subject to the Jamnagar jurisdiction only.

19.2 Hotline:

19.2.1 Nayara Energy (OWNER) is committed to adhere to the highest standards of ethical, moral and legal conduct of business operations, including the measures against bribery, corruption and corporate fraud, as well to manage conflict of interest situations. Consequences of any wrong occurrence by few are felt by the Company hence Nayara Energy urges / encourages its third parties or counterparties or customers to report any instances of actual or suspected above mentioned unethical or improper conduct / behaviour or violation of Nayara Energy Ethics Code or Policies via the Hotline, a Whistle-blower may get in touch with our Chief Compliance & Risk Officer by using any one of the following five hotline whistle-blower channels, especially created for this purpose:

a. Web Interface:

Complaints can be filed through the our official website whistleblower.nayaraenergy.com.

b. Toll Free Hotline:

Telephone line and Interactive Voice Recording (IVR) System:

Complaints can be filed by calling our toll free number -

1800 266 2800 . Record your complaint with the IVR system.

c. Email:

E-mail completed complaint form at hotline@nayaraenergy.com.

d. Post / Letter and In person:

Send a completed complaint form through post or meet him in person & bring a completed complaint form at:

Nayara Energy Limited,
5th Floor, Tower-2, Equinox Business Park,
L.B.S Marg, Kurla West
Mumbai - 4000070

19.2.1 Above is not a mechanism for redressing any issues relating to performance or non-performance of the PURCHASE ORDER. Any such issue shall be agitated as provided in the PURCHASE ORDER. Neither any cognizance of such issues will be taken if raised on Hotline Whistle-Blower Complaint Channel nor be treated as a valid service or communication of any notice/fact under the PURCHASE ORDER.

20.0 ISO Energy & Environment Management System:

"Our company is ISO 50001:2011 (Energy Management System) Certified company. SUPPLIER are requested to use energy efficient equipment during execution of order for Nayara Energy Limited, Vadinar Site".

"Our company is ISO 14001:2015 (Environment Management System) certified company. SUPPLIER are requested to comply with all the Environmental Norms during execution of PURCHASE ORDER for Nayara Energy Limited, Vadinar Site. OWNER considered life cycle perspective, end of life treatment, final disposal method etc. of all GOODS, hence details for the same whenever required shall be produced by the SUPPLIER."

ANNEXURE - I

STANDARD COMMERCIAL TERMS AND CONDITIONS – IMPORT SUPPLIER:

1.0 DEFINITION:

1.1 The "OWNER" shall mean NAYARA ENERGY LIMITED having its registered office at Post Box No. 24, Khambhalia - 361 305, Dist. : Devbhumi Dwarka (Gujarat) and shall, unless excluded or repugnant to the context or meaning thereof, be deemed to include its successors and assigns.

1.2 "SUPPLIER" shall mean the person, firm or body corporate contracting with OWNER for the supply to of any GOODS, as called for by the PURCHASE ORDER and shall be deemed to include SUPPLIER's successors (Approved by OWNER) representatives' heirs, executors and administrators, unless otherwise excluded by the PURCHASE ORDER.

1.3 "PURCHASE ORDER" shall mean the OWNER's PURCHASE ORDER together with this commercial Terms & Conditions of Purchase and all documents, drawings, and Technical Specification attached (if any) to or referred to in the PURCHASE ORDER.

1.4 "GOODS" shall mean and include any and all work, material, machinery, equipment, spares, tools, supplies. GOODS shall be complete in all respects to comply with performance parameters stipulated in PURCHASE ORDER and facilities including transportation etc. as per agreed delivery terms to be provided by the SUPPLIER in accordance with the PURCHASE ORDER.

1.5 "SITE" shall mean the place envisaged by PURCHASER, at which the GOODS are to be supplied, erected, commissioned and operated i.e. Refinery Site, Vadinar, Dist. Devbhumi Dwarka (Gujarat), India or any designated place in the PURCHASE ORDER.

2.0 Price:

The prices of the GOODS specified in this PURCHASE ORDER shall remain firm until the complete execution of PURCHASE ORDER and no escalation whatsoever shall be entertained.

3.0 Payment Terms:

3.1 100% of the PURCHASE ORDER value shall be paid on CAD basis thru Bank. All bank charges within India to OWNER account and outside India to SUPPLIER (i.e. beneficiary) account. OWNER Bank details are as under:

A/c. Nayara Energy Limited
Axis Bank Ltd.,
Jaidev Arcade, Ground floor,
Park Colony Main Road,
Near Joggers Park,
Jamnagar - 361008
Phone: 091 288 - 2665218 / 9
Fax: 091 288 - 2665217

Chirag Vaghjiani:- M 091 98245 18809

Jaydeep Jadeja:- M 091 98795 71683

SWIFT CODE: AXISINBB175

IFS CODE: UTIB0000175

MICR CODE: 361211002

3.1 100% payment shall be through Irrevocable Letter of Credit (i.e. L.C.) at sight. / Usance Period. All bank charges within India to OWNER account and out side India to SUPPLIER (i.e. beneficiary account). L.C. confirmation charges - if any - to beneficiary account. L.C. shall be processed only after receipt of order acknowledgement and/or Proforma invoice from SUPPLIER.

NOTE - "Nayara Energy Limited (Formerly known as Essar Oil Ltd.) is a separate Legal Entity incorporated under the Companies Act, 1956 and having entirely different set up for all associated departments (i.e. Procurement & Contracts, Accounts, Indirect taxation, Warehouse, etc.). The terms and conditions defined in this PURCHASE ORDER is solely of Nayara Energy Limited and is part of mutual agreement between Nayara Energy Limited and the SUPPLIER. Execution of this PURCHASE ORDER shall not be linked with any issues/disputes between SUPPLIER and other 'Essar' group companies, if any."

4.0 Details Required for Payment:

Beneficiary Bank Name:

Beneficiary Bank Address:

Account No:

Swift Code:

IBAN:

SORT Code:

Remittance details / L.C. to be mailed to: Supplier email address
SUPPLIER is liable to provide any related information on demand.

Kindly send Proforma Invoice / Order Acknowledgement to below E-Mail IDs (In case of Proforma Payment):

E-Mail:

E-Mail:

5.0 Packing and Forwarding:

5.1 Charges towards Packing, Forwarding and Loading at SUPPLIER / Sub-SUPPLIER Shop / Warehouse are included in total / basic PURCHASE ORDER value.

5.2 Unloading of GOODS at SITE shall be done by OWNER.

5.3 Port / Airport of Discharge - (TO BE Mentioned by Buyer).

5.4 Port / Airport of Landing - (To Be Mentioned by Buyer).

6.0 Guarantee

6.1 The SUPPLIER shall guarantee the GOODS against any defects or failure which arise due to faulty GOODS, workmanship or design (except GOODS or design furnished by the OWNER). The SUPPLIER's Guarantee shall expire twelve (12) months from the date of installation / commissioning or eighteen (18) months from the date of completion of delivery of the GOODS, whichever is the shorter period ("The defects liability period").

6.2 If, during the defects liability period, any GOODS are found to be defective, they shall be promptly replaced or rectified by the SUPPLIER at its own cost (including the cost of dismantling and installation) on the instruction of the OWNER and, if removed from the SITE for such purpose, shall be removed and re-delivered to the SITE by the SUPPLIER at its own cost on DDP- Jamnagar basis.

7.0 Other Guarantees:

7.1 Corporate Guarantee

Immediately on receipt and acceptance of the PURCHASE ORDER the SUPPLIER shall present a Corporate Guarantee in the format as enclosed Annexure- I in favor of OWNER equivalent to 10% of the PURCHASE ORDER Price towards faithful execution of the PURCHASE ORDER. The Corporate guarantee shall be kept valid till the execution of the complete PURCHASE ORDER.

7.2 Performance Bank Guarantee

SUPPLIER shall present a Performance Bank Guarantee in a format of enclosed Annexure III in favour of the OWNER equivalent to 10% of the PURCHASE ORDER Price. Bank guarantee shall remain valid till warranty period of 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.

8.0 Inspection:

8.1 Inspection of GOODS shall be carried out at our SITE stores. SUPPLIER shall, however, repair / replace the damaged / rejected GOODS to the satisfaction of the OWNER at no extra cost on DDP Jamnagar Basis.

8.2 Inspection charges are included in basic/total PURCHASE ORDER Value.

8.3 All GOODS shall be supplied with relevant Test Certificates & other shop test certificates as applicable.

9.0 Documentation required for EPCG License:

SUPPLIER has to provide the Proforma Invoices, Technical Write-up mentioning the use of ordered instruments in Refinery Process and Technical catalogue with specification of the supplied GOODS in triplicate to apply and get the EPCG License.

10.0 Taxes & Duties:

All Taxes, Duties and Levies applicable outside India shall be to SUPPLIER's account. Any such charges within India will be to OWNER Account.

11.0 Dispatch Advice and Documentation:

Original Shipping document to be sent to by courier immediately upon release of Shipment from SUPPLIER's works.

- Commercial Invoice
- Packing List (with Package wise details)
- Clean Air Way Bill / Bill of Lading
- Country of Origin Certificate
- Treatment Certificate, if applicable
- Advance Bank Guarantee, if applicable
- Performance Bank Guarantee, if applicable
- Warrantee / Guarantee certificate, if applicable
- Test Certificate, if applicable
- Fitment Certificate, if applicable
- MSDS if applicable

At following address,
NAYARA ENERGY LIMITED
Refinery Site, 39KM, Jamnagar-Okha Highway
Khambhalia, Dist. Devbhumi Dwarka, Vadinar
Gujarat - 361305
INDIA
Tel No.: 02833-661444
GSTIN No: 24AAACE0890P1ZF

Contact Persons: Mr. Paresh Patel/ Mr. Dharmendra Kothari.
Contact Nos. : 02833 661399 / 02833 661900
E Mail ID - receiptwarehouse@nayaraenergy.com

12.0 Partial Shipment: Allowed

13.0 Transshipment: Allowed

14.0 Invoicing Instructions:

The SUPPLIER shall indicate following details in their Invoice:

Consignee Name & Address:
NAYARA ENERGY LIMITED,
Refinery Site, 39KM, Jamnagar-Okha Highway
Khambhalia, Dist. Devbhumi Dwarka, Vadinar
Gujarat - 361305

INDIA

Tel No.: 02833-661444

All invoices shall be marked 'Original' or 'Non-Negotiable' as applicable and shall be signed and stamped under the words 'True and correct'.

The invoice must indicate 'Merchandise imported in this consignment are freely importable per para 2.1 of Foreign Trade Policy 2015-20 of Government of India'.

Invoice should be in line with our PURCHASE ORDER and must comprise of following details.

1. PURCHASE ORDER Number & Date.
2. Invoice Number and Date of Invoice.
3. SUPPLIER name and address
4. Buyer name and address
5. INCO terms (as agreed in PO)
6. Description as per PO
7. Country of Origin
8. Quantity Shipped with Unit Value & Total Amount.
9. Unit Of Measurement (UOM)
10. Currency

While packing list must consist of following.

1. PURCHASE ORDER Number & Date.
2. Invoice Number and Date of Invoice.
3. Description as per PURCHASE ORDER
4. Net weight of each line item
5. Gross weight of each line item
6. Total of Net weight as well as Gross weight.
7. Number of Packages.
8. Dimension in Centimeter.

15.0 Packing List:

The Packing List should indicate package wise details such as Package type / Gross weight / Net weight / Dimensions and list of items covered along with GOODS Description, applicable Drawing No. or Part No.

Packing List should also contain Consignee's address, PURCHASE ORDER No., Shipping Marks and AWB/BL details.

Air Way Bill (i.e. AWB)/ Bill of Lading (i.e. BL):

Please ensure to indicate the following on Air Way Bill / Bill of Lading:

Consignor:

SUPPLIER's Name and Address

Consignee:
NAYARA ENERGY LIMITED,
Refinery Site, 39KM, Jamnagar-Okha Highway
Khambhalia, Dist. Devbhumi Dwarka, Vadinar
Gujarat - 361305

Notify 1:
E-Mail:
E-Mail:

16.0 Country of Origin Certificate:

A. The certificate for Country of Origin to be obtained from Chamber of Commerce of exporting city/ state/ country and should include shipping marks as per package with dimension and weights as well as the name and address of Consignee.

B. The certificate of Country of Origin on supplier Letterhead to be issue along with shipping documents. The certificate should indicate your city / state / country and should include shipping marks as per package with dimension and weights as well as the name and address of Consignee.

17.0 Packing and Marking Instructions:

All parts shall be individually tagged with SUPPLIER's part numbers and our material code numbers duly packed into seaworthy export casing prior to dispatch.

GOODS susceptible to atmospheric damage shall be sealed off from the atmosphere and packed in moisture/ vapour proof-sealed enclosures with a desiccant, if required. Packing should be airworthy.

All consignments being imported into India by air and sea require a Certificate of Treatment from the country of origin if articles have been packed with packaging GOODS as per the Plant Quarantine (Regulation of Import into India) order 2003.

This would essentially mean that solid wood packaging GOODS for pallets, boxes etc. which are utilized for the packaging of the imported GOODS have to adhere to the global Treatment measures specified.

No article packed with packing GOODS shall be released by the proper officers of customs unless the consignment is accompanied by a Certificate of Treatment in respect of said packing GOODS.

Certificate of Treatment means a certificate issued in the model format prescribed under the international Plant protection convention of the Food & Agricultural Organization and issued by an authorized officer at the country of origin of the consignment.

18.0 Liquidated Damages For Late Delivery:

18.1 The date stipulated for delivery of GOODS shall be the essence of the PURCHASE ORDER.

18.2 In the event, the SUPPLIER fails to supply the GOODS as per delivery schedule mentioned in this PURCHASE ORDER, LD @ 0.5% of basic Order Value of undelivered portion of GOODS per week of delay or part thereof subject to a maximum of 5% of basic Order Value of undelivered portion of GOODS shall be levied for delayed deliveries.

18.4 For delays beyond ten (10) weeks, SUPPLIER shall write to the OWNER for approval/acceptance of GOODS prior to dispatching. In such case OWNER reserves the right to accept or reject the GOODS based on requirements. If the GOODS are accepted, rate of LD (beyond ten weeks) shall be ___% of undelivered portion of basic Order Value per week of delay or part thereof.

19. Marking instructions on each of cases shall be as follows:

Our PURCHASE ORDER No & Date

Package No. _____ of _____ (1 of _____, 2 of _____, etc.)

Gross Weight: _____ Kgs.

Net Weight: _____ Kgs.

Measurements: (L) x (W) x (H) cms. Volume: CBM

Consignee's Name and Address:

NAYARA ENERGY LIMITED,
Refinery Site, 39KM, Jamnagar-Okha Highway
Khambhalia, Dist. Devbhumi Dwarka, Vadinar
Gujarat - 361305

Final Delivery Destination: Vadinar- Dist. Jamnagar, Gujarat (via Mumbai Air Port / Nhava Sheva / Kandla Port).

20. Importer's Code No:

'0392042312' has to be indicated in all shipping documents.

21. Post order coordination / communication

21.1 SUPPLIER shall send all commercial related correspondence (other than Original Invoice & Shipping Documents) to -

Buyer Name:

E-Mail ID:

Mobile No.:

22. Acceptance of PURCHASE ORDER:

The SUPPLIER is requested to return duly signed Duplicate Copy of the PURCHASE ORDER immediately on receipt, as a token of unconditional acceptance of this PURCHASE ORDER.

23. ANTI BRIBERY AND ANTI-CORRUPTION CLAUSE.

The SUPPLIER is required to read, understand and comply with the Anti corruption Laws applicable to the Nayara Energy Limited (OWNER) while submitting the offer and accepting the PURCHASE ORDER from OWNER.

1. SUPPLIER is and shall remain in compliance with all relevant laws applicable to the services [he/she/it] shall perform under this PURCHASE ORDER including all relevant anti-corruption laws. SUPPLIER shall not, and nor shall any of [his/her/its] officers, employees, shareholders, representatives or agents ("Associated Parties"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this PURCHASE ORDER which (i) would violate any anti-corruption laws or regulations applicable to SUPPLIER or OWNER, (ii) is intended to, or does, influence or reward any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a Public Official with the intention of influencing such a person and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper (any one of (i) to (iv) being a "Corrupt Act").

2. SUPPLIER represents and warrants that [he/she/it] and [his/her/its] Associated Parties have not engaged in any Corrupt Act prior to the date of this PURCHASE ORDER.

3. For the purposes of this PURCHASE ORDER, "Public Official" includes, without limitation, any person holding or acting on behalf of a person holding legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organization, any federal or regional government department or agency, any political party, or any candidate for political office, or a relative or associate of any such person.

4. SUPPLIER represents and warrants that it has in place appropriate anti-corruption systems and controls such as are reasonably likely to be regarded as constituting "adequate procedures" for the purposes of section 7 of the UK Bribery Act 2010.

5. During the term of this PURCHASE ORDER, SUPPLIER shall (i) properly and accurately record in its Books and Records all transactions which relate in any way to this PURCHASE ORDER or to services provided by SUPPLIER under it ("Transaction Records"), (ii) provide the Transaction Records and/or any other such information as OWNER may reasonably require by notice in writing in order to monitor SUPPLIER's compliance with its obligations under clauses 23.0. For the purpose of this clause 23.0, "Books and Records" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation (including without limitation, invoices, transfer documents and any other documents), whether in paper or other form.

6. SUPPLIER undertakes not to share any fees, commission or other reward paid to it by OWNER with any Public Official or with an Associated Party of a business partner or potential business partner of OWNER.

7. To the best of [his/her/its] knowledge and belief, neither SUPPLIER nor any of [his/her/its] Associated Parties:

7.1. has at any time been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);

7.2. has at any time admitted to having engaged in any Corrupt Act (or similar conduct); or
7.3. has at any time been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct)

8. Without prejudice to Termination/cancellation clause of this PO (if any), in the event OWNER reasonably suspects there to have been a breach of clauses 23.0 of this PURCHASE ORDER, OWNER may terminate the PURCHASE ORDER immediately upon giving notice in writing to the SUPPLIER.

All disputes shall be subject to the Jamnagar jurisdiction only.

23.A Hotline:

23.1 Nayara Energy is committed to adhere to the highest standards of ethical, moral and legal conduct of business operations, including the measures against bribery, corruption and corporate fraud, as well to manage conflict of interest situations. Consequences of any wrong occurrence by few are felt by the Company hence Nayara Energy urges / encourages its third parties or counterparties or customers to report any instances of actual or suspected above mentioned unethical or improper conduct / behaviour or violation of Nayara Energy Ethics Code or Policies via the Hotline, a Whistle-blower may get in touch with our Chief Compliance & Risk Officer by using any one of the following five hotline whistle-blower channels, especially created for this purpose:

a. Web Interface:

Complaints can be filed through the our official website whistleblower.nayaraenergy.com.

b. Toll Free Hotline:

Telephone line and Interactive Voice Recording (IVR) System:
Complaints can be filed by calling our toll free number -
1800 266 2800 . Record your complaint with the IVR system.

c. Email:

E-mail completed complaint form at hotline@nayaraenergy.com.

d. Post / Letter and In person:

Send a completed complaint form through post or meet him in person & bring a completed complaint form at:

Nayara Energy Limited
5th Floor, Tower-2, Equinox Business Park,
L.B.S Marg, Kurla West
Mumbai - 4000070

1.2 Above is not a mechanism for redressing any issues relating to performance or non-performance of the contract. Any such issue shall be agitated as provided in the contract. Neither any cognizance of such issues will be taken if raised on Hotline Whistle-Blower Complaint Channel nor be treated as a valid service or communication of any notice/fact under the contract.

24.0 ISO Energy & Environment Management System:

"Our company is ISO 50001:2011 (Energy Management System) Certified company. SUPPLIER are requested to use energy efficient equipment during execution of order for Nayara Energy Limited, Vadinar Site".

"Our company is ISO 14001:2015 (Environment Management System) certified company. SUPPLIER are requested to comply with all the Environmental Norms during execution of PURCHASE ORDER for Nayara Energy Limited, Vadinar Site. OWNER considered life cycle perspective, end of life treatment, final disposal method etc. of all GOODS, hence details for the same whenever required shall be produced by the SUPPLIER."

ANNEXURE - J

VEHICLE DOCUMENTS FOR DOMESTIC SUPPLY

Please find attached list of documents, whose original copies are mandatorily required to be displayed at Materials Gate during material entry: without these original documents, vehicle will not be taken inside for unloading and Nayara Energy is not liable to pay any charges raised due to holding of tanker / vehicle outside.

1. Driver's License
2. Vehicle Insurance Policy (valid)
3. Vehicle Registration book
4. Goods Carriage Permit
5. Vehicle Fitness Certificate
6. Pollution under Control Certificate (PUC)
7. TREM card for liquid chemical TTs
8. MSDS