

TENDER NO : RFQ/Pan India/Ethanol/190920251

PROCUREMENT OF DENATURED ANHYDROUS ETHANOL

Nayara Energy Limited, an Oil Marketing Company, intend to procure Denatured Anhydrous Ethanol, meeting IS 15464:2022 or as amended by BIS during the period of purchase order, from Indigenous suppliers and manufacturers at various Depots/ Terminals/ Locations of Nayara across the country for the period from 01/11/2025 to 31/10/2026.

1. REQUIREMENTS FOR PARTICIPATING IN TENDER

a) VENDOR ENROLMENT

Bidder for the tender for supply of Ethanol can be a trader or a manufacturer of Ethanol and must register themselves as a vendor at the procurement portal of Nayara Energy Limited using the link <https://suppliers.nayaraenergy.com/> if you are not a registered vendor.

b) DECLARATION FOR INDIGENOUS SOURCE

All supplies must be made from Indigenous Manufacturers of Denatured Anhydrous Ethanol complying with specifications as per IS 15464:2022 or as amended by BIS during the period of purchase order and GOI notification F. No. P – 13032(16)/18/2017-CC National Policy on Biofuels – 2018 and further amendments if any.

- Bidders who are manufacturers need to submit a declaration on their letterhead as per **Annexure B**.
- Bidders who are traders need to submit a declaration on their letterhead as per **Annexure C**. They will also submit declarations from manufacturers as per **Annexure B**. During course of execution any change in source of supply is acceptable subject to submission of **Annexure B and C** for new manufacturer provided such new manufacturer engagement is not impacting Nayara's awarded purchase orders supplies.

2. ETHANOL SOURCE LOCATION DOCUMENTS

It is the responsibility of the bidder to submit the following documents for each manufacturing location from where supply will be made to Nayara, prior to commencement of supply from each plant or as on the bid submission date, whichever is earlier.

- Valid Pollution Control Board Consent to operate.
- Valid "Petroleum and Explosives Safety Organisation (PESO)" licence
- Excise Licence (as applicable)
- Declarations

Above statutory documents expiring, if any, shall be timely renewed and submitted during the work order period.

3. INSTRUCTIONS FOR SUBMISSION OF BID

1. Bidders to quote Ethanol quantities to be supplied by them against the requirement of Nayara, location wise, feedstock wise for the period 1st November 2025 to 31st October 2026 in the quantity bid. Price shall be valid for the period 1st November 2025 to 31st October 2026 without any escalation.

2. Insurance - Supplier shall always during the term of the contract, ensure that it has the adequate insurance coverage for any claim, transit, accident, damage to property, loss of life or any incident for which the supplier is required to provide indemnity to the Company, under the Contract. The Supplier shall from time to time inform the Company about the status of the supplier's insurance coverage and the documentation relating to the same shall be submitted to the Company.
3. The bidders can quote for full or part quantity against requirement at each location.
4. Minimum quantity of 120 KL must be offered per location per month (except for location where overall quantity is less than 120 KL).
5. Ethanol manufactured from **C-Heavy, B-Heavy Molasses & Damaged food grain (DFG)** is being procured by Nayara. Total quantity required is mentioned in quantity bid (**Annexure D**).
6. The ex-factory rate from a specific supplier to remain same regardless of the delivery location. Only the transportation costs may differ.
7. Bidders must select the location(s) and offer their quantity for the selected location(s) under the respective category for the respective period. Bidders cannot offer total quantity more than the requirement for that location.
8. The detailed location wise requirement with Addresses is provided in the Bid form in **Annexure D**.
9. Bidders can indicate monthly quantity for each location and provide price offer. Delivered cost will be total cost including ex-factory price for Ethanol, transportation & other associated costs, any other applicable statutory charges and applicable GST till delivery at our locations.
10. Traders who are making an offer to provide details of manufacturers from whom supplies will be made in the bid form.
11. Completed bid forms with signature and stamp on every page shall be mailed only to biofuels.tender@nayaraenergy.com and should not be copied or forwarded to any other email id.
12. Goods and Service Tax (GST) in %: GST @5% is currently applicable for HSN code 2207 for Ethanol.
13. NAYARA ENERGY LTD will do periodical reconciliation of data reposted in NAYARA ENERGY LTD's GSTR2A (basis GSTR1 filed by vendor) and with regards to GSTR3B filed by vendor to establish payment of GST so charged on invoice by vendor to Government instrumentality. GST amount shall be kept on hold to establish above compliance at end of vendor and will be released post system check and confirmation thereof. Vendor to raise GST invoices as per applicable requirements under GST Act read with relevant rules. Further GST reimbursement, if later disallowed for any reason attributable to Vendor, NAYARA ENERGY LTD will have unilateral right of recovery of all such costs including interest and penalties by adjustment of any amount outstanding or future billing.
14. TDS @ 0.1% is applicable under section 194Q of the Income-tax Act, 1961 on procurement of Ethanol. Further, the said Vendor to provide its PAN. In case of sole proprietorship, vendor to ensure its PAN is linked with Aadhar, otherwise TDS @ 5% will be deducted u/s 194Q TDS @ 2% under section 194C of the Income-tax Act, 1961 on payment of freight, if any to domestic co.
15. Manufacturing site visit to be allowed to Nayara authorized personnel based on mutual consent

4. QUERIES AND CLARIFICATIONS:

Any query or clarification regarding this tender may please be referred to below address & phone nos. on any working day during office working hours:

Name	Kuladeep Sharma	Kashish Jani
Mobile No	+91 8655350676	+91 9819731234
Email Id	Kuladeep.Chidire@nayaraenergy.com	Kashish.Jani@nayaraenergy.com
Address	Nayara Energy Limited 5th Floor, Jet Airways Godrej BKC Plot No. C-68, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051	

5. QUALITY OF PRODUCT

Specifications of Denatured Anhydrous Ethanol supplies shall be as per IS 15464:2022 or as amended by BIS from time to time.

Denaturant type and its doses content (%) shall be in line with requirement in destination state as applicable and mentioned in the test report.

In case supplied product is observed not meeting any of the specifications (in Field test / Lab test) same shall be rejected.

6. DELIVERY OF PRODUCT

Delivery of Ethanol with correct quantity and quality is basic essence of the contract. The suppliers are expected to ensure all diligence and care to ensure strict adherence to these. Following shall be applicable for ensuring delivery of Ethanol with correct quantity and quality, as bare minimum.

- Ethanol is to be supplied through sealed/ locked Tank Trucks (dedicated in Ethanol services) duly calibrated by statutory agencies and complying to all statutory regulations and guidelines viz. PESO, OISD, CMV rules etc.) on a delivered basis to Nayara's designated locations i.e. Own/Hired depots/Terminals as per the delivery schedule and ensure desired quantity and quality at the time of delivery.
- Nayara energy reserves the right to check and verify calibration of any TT engaged for making Ethanol delivery. In case any TT is observed under calibrated and / or with tempered / manipulated fittings, entire losses shall be booked to the supplier.
- Supplier shall ensure self-checks with respect to correctness of calibration, healthiness of fittings etc of all TTs engaged in the supply to Nayara energy before engaging them as well periodically during engagement period and maintain their records. Copy of these records shall have to be shared with Nayara Energy whenever asked.
- The Supplier shall ensure that no malpractices in the Ethanol carried in the engaged TTs takes place en-route. For the purpose vendor shall have required surveillance preferably using technologies like vehicle tracking system (VTS) and carry out regular checks of the fittings of the TTs engaged for any tempering / manipulations.
- Vendor shall compare net weight of loaded ethanol in the TT observed at their certified weighbridge with calculated weight of loaded ethanol as per Annexure I before releasing the TT. Any TT observed with abnormal difference (beyond tolerance

- of 200 KG) shall have to be verified properly by the vendor, before release for making delivery to Nayara Energy, with respect to correctness of delivery/loading points/meters, calibration of weigh-bridge used, calibration of TT etc. Delivery made in TTs observed with such abnormal difference may not be accepted by Nayara Energy unless required actions including recalibration of TT and other reasons attributable to this are addressed by the supplier/vendor.
- f. The weighment slip generated from the certified weighbridge shall be attached along with invoice of the load for use at the destined unloading location. Vendor shall ensure that the used weighbridge is periodically cross checked (at least once in a quarter) for correctness of weighment up to Gross weight of the trucks using standard certified weights and known loads. Vendor shall have to share reports of such cross checks (in addition to copy of calibration certificate issued by Department of Legal Metrology), as and when asked by Nayara Energy.
 - g. Subject to quality checks, product shall be accepted based on actual deliveries at the unloading location, as per calibration chart of the TT. Any shortage in delivery of product shall be booked to vendor.
 - h. The acceptable tolerance for the purpose of cross checks shall be as below –
 - Between calculated weight (As per Annexure I) of loaded product and net weight of loaded product observed at weighbridge: 200 Kgs.
 - Between net weight observed at supplier's weigh bridge and net weight observed at receiving plant's weigh bridge: 100 Kgs.
 - Nayara Energy reserves the right to cross-check TTs observed with any abnormal variations in weight and/or quantity to its satisfaction and may take appropriate action against the supplier, if required. No charges shall be payable to suppliers in such cases for detention.
 - i. For reference, the weight to volume conversion factor of 1.28 can be considered.
 - j. Timely delivery by the vendor as per the delivery schedule is crucial for smooth conduct of the contract. Vendor shall load TTs as per indent quantity only on day-to-day basis. TTs loaded beyond indented quantity shall not be entertained for unloading and shall have to be called back by the vendor at his own risk and cost.
 - k. Title and risk of product shall pass from supplier to Nayara at the last permanent flange connection of the delivering Tank Truck at Tank Truck decanting area of unloading location.

For Ethanol supply to Vadinar, currently below mentioned Denaturant is only acceptable:

- a) Acceptable Denaturant - Crotonaldehyde and Denatonium saccharide powder**
- b) Dosage of Denaturant - 0.2% Crotonaldehyde and 50 ppm Denatonium saccharide powder**

Denaturant for other states shall be as per applicable receiving state Excise norms/ guidelines. In case of change in the guidelines / norms of the receiving states, required communications shall be made.

7. GRIEVANCE REDRESSAL MECHANISM/ESCALATION MATRIX:

Please refer **Annexure E**

8. RATES OF ETHANOL

Ethanol manufactured from **C-Heavy, B-Heavy Molasses & Damaged food grain (DFG)** are to be categorized accordingly and to be quoted under the respective column in the price bid form accordingly.

In the states where the industries (Development & Regulation) Act, 1951 any Amendment (IDR) Act is being implemented or will be implemented at future date, all the conditions mentioned by state government must be complied by the successful bidders.

9. EVALUATION / ORDER AWARD CRITERIA:

The following process shall be adhered to for evaluation and placing of purchase orders:

1. All suppliers shall participate in E-bidding/negotiation process.
2. After E-bidding, the bids shall be evaluated on landed cost basis (Ex-factory and Transport) at each location across various raw materials.
3. Allocation of quantities shall be made at each location to L1 bidders first, if full requirement for the location is not met; quantity offered by L2 bidder will be considered (till location's requirement is met). This process will be repeated for L3 to Ln bidders.
4. If there are more than one equal bidder, then the quantities shall be allocated proportionally.
5. After E-bidding, bidders to provide break-up of negotiated landed cost (Ex-factory and Transport)

Nayara Energy Limited reserves the right to offer additional quantity to successful bidders on same terms & conditions during the Ethanol supply year.

10. INDENTS AND SUPPLY

All tank truck delivering Ethanol shall carry certificates specifying raw material from which Ethanol is manufactured as per State Government documentation in existence or as may come in future.

Supplier shall comply with receiving state applicable terms and conditions of Excise Department.

Supply shall be in line with "Industry manual on operations, quality & safety on anhydrous ethanol for automotive fuels" and "Industry quality control manual for non-aviation fuel" as may be amended from time to time.

The supplier will make the supplies as per the indents/schedule placed by the buyer.

a) Indent:

Monthly supply quantity shall be agreed after the tender finalization and allotment. Daily supply shall be as per the demand of locations in line with day-to-day indents.

The quantities given in the TENDER are only indicative. Nayara reserves the right to change the quantity requirement for any of the location based on the prevailing situation during currency of the contract. Supplier has to plan loading of TTs for supply basis day wise indent provided by Nayara for respective location. Nonadherence to this may lead to idling / denial of unloading of TT at the location.

b) Indent Alteration:

Nayara reserves the right to alter the prorated monthly procurement indents for a PO for the location (by increasing or decreasing) with 15 days advance notice to the supplier. Volume contracted for supply at any location may be shifted to any other location at the discretion of Nayara by adjusting for the cost of transportation.

In the interest of improving blending % under EBP programme, Nayara reserves the right for advancing the indents with 15 days advance notice to the supplier.

c) Receiving Locations Tank Truck Restrictions:

Receiving Locations	Tank Truck capacity Restrictions
Vadinar	Upto 40 KL
Jaipur	Upto 40 KL
Aegis Mahul	Upto 40 KL
AVTL Mangalore	Upto 40 KL
Raftaar Mangalore	Upto 40 KL
NCS Kakinada	Upto 40 KL
Ennore	Upto 40 KL
Kochi HHA	Upto 40 KL
Kochi Konkan	Upto 40 KL
NRL	Upto 40 KL
Bahadurgarh	Upto 40 KL
Hazira	Upto 40 KL
Manglia	Upto 40 KL
Lucknow	Upto 40 KL
Kanpur	Upto 40 KL

Daily report of loading:

Each supplier shall send a report of loading of tank trucks every day, before 17.00 hrs by email to the location of supply with a copy to hydrocarbon.procurement@nayaraenergy.com using **Annexure F**.

11. SECURITY DEPOSIT

a. The successful bidder, within 10 days of placement of Letter of Acceptance (LOA)/ Letter of Intent (LOI) by Nayara shall provide security deposit in form of Bank Guarantee (BG) as per **Annexure G** or Demand draft towards Security Deposit for an amount equivalent to 2% of LOA/LOI value (Ex-factory

price) or confirmation of Invoice deduction as per clause 11.b.ii valid for entire supply period. The validity of BG shall be until 31st Oct 2026 with an additional claim period of three months.

b. The vendors will have following options to submit security deposit:

- i) Either one BG / DD of full amount (2% of Ex-factory price of total allocated quantity) for the supply period or
- ii) Acceptance to deduct 5% of invoice value until total value equivalent to 2% of Ex-factory price of total allocated quantity is secured. Eg. If the total ex-factory PO value for ESY is 50 Cr. and the PO is for 12 months, the 5% amount from each invoice would be deducted till total deposit in Nayara is equivalent to Rs. 1 Cr. (2% of Rs 50 Cr.). Thereafter no deduction would take place

c. If a single BG / DD/ Declaration is submitted, the same will be returned after reconciliation of accounts after completion of supply or completion of the claim period whichever is earlier after adjusting dues, if any.

d. Security deposit in the form of BG/DD or declaration for acceptance to deduct 5% of invoice value should be submitted by all bidders within 10 days of placement of LOI/LOA (post allocation of quantities, LOI/LOA will be issued by Nayara).

However, if bidder does not submit Security Deposit within 10 days from the date of issue of LOI, the bidder shall be excluded from the tender process for a period of 1 year from the date of issue of LOI.

If the bidder submits security deposit but does not supply Ethanol, Price Reduction Clause will be applicable and security deposit will be invoked.

12. PRICE REDUCTION CLAUSE (PRC)

The Supply or Pay clause shall be applicable as the Price reduction clause.

The modalities shall be as under: Nayara shall place monthly allocation / schedule for supplies of ethanol by the suppliers for the contract period and which will be given to the vendor along with the Purchase order (PO).

The supplier shall strictly adhere to the supply as per schedule and achieve supply performance of a minimum of 85% of the quantity on annual ESY basis, for which Price Reduction Clause will not be applicable.

An amount equivalent to 2% of the Basic Cost (Ex-factory price) shall be payable by the Supplier on undelivered quantity (as per indent/PO) if the Supplier is not achieving minimum 85% of the supply quantity on annual ESY basis as per indent/PO.

Eg. If the indented quantity for overall PO is 12,000 KL, if the supplier delivers up to 10,200 KL (85% of 12000 KL) till the end of ESY 2025-26 (31st Oct 2026), there would be no PRC applicable.

Eg. If the indented quantity for overall PO is 12,000 KL, if the supplier delivers 10,000 KL in ESY 2025-26, there would be deduction of 2% of the Basic Cost (Ex-factory price) of 2000 KL, the shortfall quantity i.e. 12000 KL minus 10000 KL (Min. requirement is 85% of 12000 KL which is 10200 KL).

In addition to above PRC amount, any statutory tax shall be payable by supplier as applicable.

In case of any dispute related to PRC waiver, Nayara Energy will study based on the representation received from suppliers, verify facts & submit detailed report to Chief Marketing Officer Nayara to resolve the matter.

13. PRODUCT RETURN

In case product supplied is not in line with specifications, same will be taken back by supplier without any disputes, including obtaining necessary clearances from respective statutory authorities as applicable at their cost and risk.

Product supplied in any TT not meeting the standards, observed with manipulated / tempered sealing arrangement / fittings, reported with broken seals / locks etc. may be summarily rejected. All such TTs will be taken back by supplier without any disputes, including obtaining necessary clearances from respective statutory authorities as applicable at their cost and risk.

14. STATE SPECIFIC EXCISE RULES & REGULATION

- i. If any fee is payable to state excise licensing authority on actual quantity and/or in transit shortages of denatured ethanol, such amounts shall be deductible from ethanol suppliers at actuals.
- ii. The import fee applicable for supply of ethanol in any of the states shall be payable by Nayara against the submission of valid GST invoices.
- iii. Supply source shall meet the requirement or provide required inputs wherever applicable as per storage license conditions.
- iv. Suppliers to share copy of state excise storage license wherever applicable.
- v. Suppliers to coordinate with state excise department in receiving location excise jurisdiction for NOCs, permits, applicable terms and conditions etc. as may be applicable to expedite necessary clearances and timely supplies.

15. DOCUMENTATION AND FITNESS of TTs:

a) List of valid Documents for Tank Trucks (to be carried in original)

Following must be ensured with respect to TTs used for making ethanol supplies.

- PESO License
- Calibration Certificate
- Dip Rod duly stamped by Department of Legal Metrology
- Insurance
- PUC
- Registration certificate of the TT (Age of TT on the day of delivery shall be less than 15 years from the date of first registration)
- Vehicle Fitness Certificate
- Ethanol shall be supplied in dedicated tank trucks meeting requirement of Class A petroleum products as per Petroleum Rules

- TREM Card
- Age of Tank Trucks as per Statutory Norms
- Standard electrical continuous Hose serviceable condition with flange for handling Class A petroleum product particularly for use during emergency transshipment.
- Common Manifold delivery line with standard flange
- HAZCHEM Code (Displayed on three sides of each tank truck)
- Any other statutory document as may applicable from time to time

b) List of valid documents for each Tank Truck Crew (Driver and Helper)

- Driving License with Hazardous Goods training endorsement
- Helper (with Photo Identity Proof)
- Letter of Authority (for Driver / Helper) on Supplier's Letterhead
- Personal Protective Equipment (Safety Helmet, Safety Shoes, Goggles, Cotton Hand Gloves, Ear Plugs) as applicable
- COVID19 Vaccination Certificate (Driver and Helper)
- Any other statutory document as may applicable from time to time

c) List of Documents for each consignment of Denatured Ethanol

- Ethanol Invoice clearly mentioning, details of seals/ lock and TT calibration details of each compartment viz compartment no, DL, PL, loading temperature and quantity on the face of invoice.
- TT shall be sent either in unique numbered temper proof seals or digital locks.
- Ethanol Quality Certificate
- Raw Material Certificate
- Material Safety Data Sheet (MSDS) – Once by each Manufacturer
- Weighment slips showing Tare weight, gross weight and Net weight of the ethanol generated from electronic Weighing system duly stamped by department of legal metrology. (Handwritten weighment slips shall not be acceptable). Valid certificate of the weighbridge issued by department of legal metrology may be asked by the unloading location.
- LR
- E-way bill
- Insurance Policy
- Any other statutory document/Registration certificate as may applicable from time to time.

d) Fitness of TT

- Ethanol shall be supplied in dedicated tank trucks meeting requirement of Class A petroleum products as per Petroleum Rules.
- Vendors have to ensure proper calibration of TT before their utilization and carry out periodic verifications.

- TTs having sealing of compartment's manhole by Department of Legal Metrology shall be used. In case calibration certificate is issued without sealing of manhole of compartments by Legal Metrology, pilfer proof seals with distinct serial number shall be applied by the supplier after inspection of the compartment before loading the TT and shared with unloading location.
- Vendor shall ensure that TT engaged for ethanol supplies is free from any sign of leakages, particularly at bottom flanges, manifold valves, tank etc. post loading before making invoices and release of TT from their premises.
- In case of any TT reports with leakage at unloading location, it shall be suspected case of pilferage enroute or supply in substandard/unfit TT and may be rejected for returning back to vendor at his risk and cost.
- Age of Tank Trucks as per Statutory Norms (As per HSSE transportation policy)
- TT must carry Standard Hose having electrical continuity with flange / adapter for handling Class A petroleum product.
- TT must have Common Manifold for delivery with standard flange.
- HAZCHEM Code (Displayed on three sides of tank.)
- TT must be road worthy and comply with standards / guidelines issued by PESO / OISD/CMV rule for carry hazardous goods. Few requirements are below.
 - TT must have proper seat and seat belt for driver and cleaner.
 - The height of cabin shall be more than the height of the tank. In case height of tank is higher than cabin a suitable height barrier shall be provided.
 - The width of the cabin shall be more than width of tank body.
 - TT shall be provided with under run, rear and lateral protection.
 - TT shall comply electrical fitness and have double pole master switch in the cabin.
 - TT shall be provided with earthing cleat in the tank and tank should be bonded with chassis.
 - TT shall carry one 9 kg DCP type fire extinguisher and one ISI marked portable one kg DCP or CO2 type fire extinguisher. All fire extinguishers must have mark of testing.
 - PESO approved spark arrester, if applicable must be fitted at outlet of exhaust pipe.

16. PAYMENT TERMS:

1. Unless otherwise specified, 100% Payment shall be made within 10 working days after acceptance and actual receipt of material at our site on submission of digitally signed Original Invoice(s) which should also include QR code and IRN Number if turnover exceeds INR 5 Crores along with all other necessary documents.
2. Those suppliers which have opted for retention of amount as a Security Deposit (Clause 11) will receive 95% of the invoice value as a payment till the condition of 2% PO value (Ex-Factory price) is fulfilled as per Clause 11.
3. Digitally signed original invoices along with QR code and IRN number if turnover exceeds INR 5 Crores shall also be mailed to central mail room at Centralmailroomvadinar@nayaraenergy.com with a copy to concerned location personnel.
4. In case of physical invoices, Original invoices along with QR code and IRN number complete in all respects shall be submitted at the Central Mail Room at the following address.
"Central Mail Room, Nayara Energy Limited Refinery Site,

39 KM, Jamnagar-Okha Highway,
Vadinar 361305, Gujarat, India”

5. Copy of the invoice shall also be submitted at the location with the tank truck for entries in SAP and transmission to finance department for payment.
6. Raw material shall be mentioned along with the product nomenclature on the face of invoice.

17. ANTECEDENTS CERTIFICATE:

Supplier/ Vendors shall engage only such TT (Tank Trucks) crew whose Antecedents has been verified and certificate issued by Police. This will be verified by locations for entry of Ethanol TT crew into NAYARA location.

For the Operational Safety of the location & Enroute Safety of the Tank Truck, supplier is required to provide all the Safety fittings, as per applicable Petroleum Rules implemented by the Government. If the TT is found without required safety fitting, it may not be decanted & returned to the supplier at his own cost and risk.

In case any discrepancy is observed in the vehicle and /Or its documents presented to NAYARA during the contract, following penal action shall be taken.

S. No.	Particular	Action
1.	Has indulged in malpractices such as wrong calibration, alteration of standard fitting etc. of the vehicle	1 year exclusion of vehicle including tank truck crew
2.	Has submitted fake, false or forged documents / certificates for vehicle	1 year exclusion of vehicle including tank truck crew

18. GOVERNING LAWS:

The laws of Union of India shall govern all matters concerning the tender. Any issue arising related to the tender or the selection process shall be adjudged by the courts in Mumbai, India alone.

Nayara Energy Limited reserves the right to accept or reject, any or all bids received at its absolute discretion without assigning any reason whatsoever.

19. CONFIDENTIAL INFORMATION:

1. Confidential information shall mean all information relating directly or indirectly to the PROCUREMENT OF DENATURED ANHYDROUS ETHANOL which is disclosed to the Vendor/Bidder by or on behalf of the Company and to the Company by the Vendor/Bidder.
2. Vendor/Bidder shall not disclose confidential information to any third party without prior written approval of the Company.
3. Vendor/Bidder shall use the Confidential Information only for the WORK to be performed for implementing the requirements as mentioned herein in the Tender and will limit disclosure of confidential information within its Organization to only those of its employees who need to make use of it for the aforesaid purposes.
4. The Vendor/Bidder and his employees, agents and sub-Contractor(s) and the employees and agents of the Sub-contractor's shall treat as strictly confidential and shall take all steps

necessary to ensure confidential information. Reports, tests, specifications, methods and other information developed or acquired by the Vendor/Bidder from or by means of the tender documents or any facility extended to the Vendor/Bidder pursuant thereto or the award or performance of the works or any of them or otherwise disclosed or made available to the Vendor/Bidder or any of the aforesaid persons nor shall report, disclose or reproduce the same in any book, Clause, disclose or reproduce the same in any book, article, speech or other publications, provided always that the Company may upon application by the Vendor/Bidder to the Company in this behalf permit report, disclosure or re-production of the same in any book, article, speech or the publications if it is satisfied that this would not involve the disclosure of any classified or other information which would not be in the interest of public or security to disclose.

- a. Application for such consent shall be submitted to the Company in writing outlining the intended use of the relative material and shall be submitted to the Company at least one month prior to the expected use accompanied by the text of the relative publication in which it is sought to be used. An application shall not be understood to have been permitted unless expressly permitted in writing by the Company.
5. In the event of any such breach, in addition to other rights or remedies which may be available and without waiving any such other rights or remedies, the Company shall have the right to specific performance and other injunctive and equitable relief, as may be deemed proper by a court of competent jurisdiction.

20. RIGHT TO WITHDRAW THE TENDER AND ACCEPT / REJECT ANY BID:

- i. This Tender may be withdrawn, suspended or cancelled by the Company at any time without assigning any reasons and without incurring any liability on such account. The Company further reserves the right, at its complete discretion, to reject any or all of the bids without assigning any reasons whatsoever and without incurring any liability on any account. The decision of the Company shall be final and binding.
- ii. The Company reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the Tender and make its own judgment regarding the interpretation of the same. In this regard, the Company will have no liability towards any Bidder. The decision of the Company in this respect shall be final and binding on the Bidder. No Bidder shall have any recourse of action against the Company with respect to the selection process.
- iii. The Company reserves its right to vary, modify, revise, amend or change any of the scope, specifications, terms and conditions of the Bid. The decision regarding the acceptance of the Bid by the Company shall be final and binding.
- iv. The Company reserves the right to reject any Bid if the Bid is incomplete or fraudulent or suffers from any unauthenticated deletions, cuttings, insertions, over-writings etc.
- v. The Bidder is advised to read carefully all the instructions and conditions appearing in this Tender Document and understand them fully. All information and documents required as per the Bid Document must be furnished by the Bidder. Failure to provide the information and / or documents as required may render the Bid as technically unacceptable. The decision of the Company in this regard shall be final and binding.

The Bidder shall be deemed to have examined the Tender Document carefully, to have obtained necessary information in all matters whatsoever that might affect carrying out the Works in line with

the scope of work specified elsewhere in the document at the offered rates and to have satisfied the sufficiency of this Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the Works and the requirement of materials, equipment, tools and labour involved, wage structures and as to what all Works, the Bidder has to complete in accordance with the Bid Documents irrespective of any defects, omissions or errors that may be found in the Bid documents including the Specifications.

The quantities given in the TENDER are only indicative. Nayara reserves the right to change the Quantity requirement for any of the location based on the prevailing situation during currency of the contract.

21. INDEMNITY

The Bidder/Supplier/Supplier hereby agrees to indemnify, defend, protect and hold harmless NAYARA ENERGY LIMITED and its employees, officers and directors, from and against, and assumes liability for:

- a. Any injury, loss or damage to any Person, tangible property or facilities of any Person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the negligence or wilful misconduct of the Bidder/Supplier, its officers, employees, servants, affiliates, agents, licensees, invitees arising out of or in connection with the performance by the Bidder/Supplier of its obligations, representations and warranties under the Contract.
- b. Any claims, liabilities or damages arising out of any violation by the Bidder/Supplier of any regulation, rule, statute or court order of any statutory or Governmental Authority in connection with the performance by the Bidder/Supplier of its obligations under the Contract.
- c. Under no circumstances, shall Nayara Energy , its employees, directors involved be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of this agreement either to the Supplier or to the supplier or any Third Party whosoever.

22. COMPLIANCE WITH LAWS AND REGULATIONS

Each Party to this Agreement/PO shall conform to all applicable provisions of every statute, statutory instrument, bye-laws or regulations for the time being in force affecting this Agreement/PO and will give all necessary notices and obtain every requisite sanction or approval in respect of this Agreement/PO under every such statute instrument bye-law or regulations and will keep the other Party indemnified against all fines, penalties and loss incurred by reason of any breach of such statute, instruments, bye-law or regulations.

The non-conforming party shall indemnify the other Party against any fines, penalties, losses, costs or expenses incurred by the other Party in respect of any non-compliance by such non-conforming Party with the provisions with the laws and/or Government regulations.

23. ANTI-CORRUPTION AND HOTLINE CLAUSE

a) Each party to this Agreement hereby agrees that it shall not, directly or indirectly: -

i) commit, authorize or permit any action which would cause either party to be in violation of any applicable anti-bribery laws or regulations.

ii) will not offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other party or any Public Official, nor knowingly accept, or agree to accept, from any employee, representative, or third party acting on behalf of the other party, any unlawful payment, unlawful compensation, facilitation payment or unlawful remuneration or unlawful hospitality, be it monetary or other thing of value, in connection with the negotiation, execution, conclusion or the performance of this Agreement.

iii) Each Party assures other Party that it has not used, adopted or deployed any corrupt practices or unethical means in negotiating or securing this contract and will raise invoices strictly in accordance with this Contract/Agreement/LOI. The parties shall promptly notify each other if they become aware of any breach of this provision, and a breach of this provision shall be considered cause for termination under this agreement.

b) Each Party shall respond promptly, and in reasonable detail, to any notice from any other Party or its auditors or legal counsel pertaining to the above stated assurance in clause a) above and shall furnish documentary support, if any, for such response upon request from such other Party.

c) Nayara Energy is committed to adhere to high 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. Nayara Energy urges/encourages its Third Parties to report any instances of actual or suspected unethical or improper conduct/behaviour via our Hotline. A Whistle-blower may report any such matters by using any one of the following five hotline whistle-blower channels:

i) Web Interface:

Complaints can be filed through our official website whistleblower.nayaraenergy.com or Nayara Energy Intranet or Format provided (downloadable) in Annexure 2 of Hotline Whistle-Blower Policy

ii) 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.

iii) Email: E-mail completed complaint form at hotline@nayaraenergy.com

iv) Post/Letter:

Send a completed complaint form through post to our Corporate Office:

Nayara Energy Limited

5th Floor, Jet Airways Godrej BKC

Plot No. C-68, G Block,

Bandra Kurla Complex, Bandra East,

Mumbai – 400051

v) In person:

Meet our Chief Compliance & Security Officer in person at our Corporate Office

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. ANTI-MONEY LAUNDERING

None of the parties to this Agreement/Contract: -

- A. is under investigation by any Governmental Authority, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under any applicable law (collectively, Anti-Money Laundering Laws”),
- B. has been assessed/levied civil penalties under any Anti-Money Laundering Laws, or
- C. has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws
- D. Each of the parties has taken reasonable measures appropriate to the circumstances (in any event as required by any applicable law), to ensure that each such party and its subsidiaries are and will always continue to be in compliance with all applicable current and future Anti-Money Laundering Laws.
- E. Breach of this clause shall be deemed to be a breach of a material term of the agreement/Contract.

25. PROHIBITION FROM INSIDER TRADING

All Parties to this Agreement/Contract agree and undertake to follow and comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, or such other law/rules/regulations/circulars etc. having the force of law relating to Trading in securities/financial instruments and/or confidentiality/disclosure of Unpublished Price Sensitive Information (“UPSI”) (“Insider Law”) and Nayara Energy’s Code of Conduct, Practices and Procedures for prevention of Insider Trading and Fair Disclosures (“Company Code”) as amended/revised/replaced from time to time and available on www.nayaraenergy.com. In compliance with the Insider Law, the Parties [and their employees, if applicable] hereby agree and undertake to refrain from sharing, disseminating, communicating and disclosing confidential information of the Company and its listed securities; information bearing the character of UPSI including but not limited to financial information, plans, documents, papers, emails, data, strategies, trade secrets etc. whether in physical or electronic form to any person unless permitted by the Company in writing or allowed or covered under the savings provided in the Insider Law for legitimate disclosures. Any deliberate or inadvertent leak of UPSI by the Party shall invite disciplinary and /or penal actions from any applicable regulator(s) as may be provided in the Insider Law.”

The terms defined in Securities and Exchange Board of India, (Prohibition of Insider Trading) Regulations, 2015, but not defined herein shall have the same meaning as that in Securities and Exchange Board of India, (Prohibition of Insider Trading) Regulations, 2015.

ANNEXURE A

SPECIFICATIONS FOR DENATURED ANHYDROUS ETHANOL

Industry specifications of denatured anhydrous ethanol
based on IS 15464:2022 and revisions from BIS from time to time

Sr. No.	Characteristics	Requirements	Reference to the Test Method Annex/IS/ASTM /EN/ Parts of IS 1448
(1)	(2)	(3)	(4)
(i)	Appearance	Clear, bright, and free from any sediments	Visual observation
ii)	Relative density at 15.6/15.6 °C, <i>Max.</i>	0.7961	Annex A
iii)	Ethanol, percent, v/v, <i>Min.</i> (Excluding denaturant)	99.6	Annex B³⁾/IS 7342/ASTM D 5501
iv)	Methanol, percent, v/v, <i>Max.</i>	0.5	ASTM D 5501/EN15721/ASTM D 4815 ³⁾
v)	Higher saturated alcohols (C3-C5), percent, v/v, <i>Max.</i>	–	EN 15721
vi)	Boiling point, °C, <i>Min.</i>	–	ASTM D 1078
vii)	Residue on evaporation, percent by mass, <i>Max.</i>	0.005	Annex C
viii)	Acidity (as CH ₃ COOH), mg/kg, <i>Max.</i>	30	Annex D ³⁾ /ASTM D 7795/EN 15491
ix)	Alkalinity, mg/kg, <i>Max.</i>	NIL	Annex D
x)	Aldehyde (as CH ₃ CHO) content, mg/l, <i>Max.</i>	60	Annex E
xi)	Electrical conductivity, µS/m, <i>Max.</i>	300	Annex F
xii)	Copper, mg/kg, <i>Max.</i>	0.1	Annex G ³⁾ /EN 15837/EN 15488
xiii)	pHe	–	ASTM D6423
xiv)	Inorganic chloride, mg/kg, <i>Max.</i>	–	ASTM D7319 ³⁾ /EN 15492
xv)	Sulfur content, mg/kg, <i>Max.</i>	10	(Part 180) / (Part 160) ASTM D7039/EN 15485/EN 15486/ASTM D5453 ³⁾
xvi)	Sulphate content, mg/kg <i>Max.</i>	–	ASTM D7318 ³⁾ /D7319/D7328/EN 15492
xvii)	Water content, percent v/v, <i>Max.</i>	To Report (Note 2)	ASTM D7923 ³⁾ /ASTM E1064
xviii)	Hydrocarbons, percent v/v	–	Annex H
xix)	Miscibility with water	Miscible	Annex J

NOTES

- 1) Ethanol purity as per applicable Government Notification (current and future).
- 2) To be reported by 1G manufacturer during release of product.
- 3) In case of disputes, this method shall be the referee method.

DENATURANTS:

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 of location 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.

Some of the Prohibited denaturants for Ethanol that cannot be used are methanol, pyrroles, turpentine, ketones, sand tars (high- molecular weight pyrolysis products of fossil or non-fossil vegetable matter). Subject to the effect of the added denaturant, anhydrous ethanol shall comply with the requirements for general purposes prescribed for ethyl alcohol.

The denaturants should be premixed 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 wherever state excise control exists, or otherwise by the authorized person in the distillery.

For Ethanol supply to Vadinar, below mentioned Denaturant is only acceptable:

- a) Acceptable Denaturant - Crotonaldehyde and Denatonium saccharide powder**
- b) Dosage of Denaturant - 0.2% Crotonaldehyde and 50 ppm Denatonium saccharide powder**

Denaturant for others states shall be as per applicable receiving state Excise norms/ guidelines.

Tender For Procurement of Denatured Anhydrous Ethanol, As per IS 15464:2022



ANNEXURE E – Grievance Redressal Mechanism / Escalation Matrix

Vendor enrolment	Primary Contact	Kashish Jani Kuladeep Sharma	Lead – Biofuels Planning & Bunkering Lead Procurement – Biofuels & Power Trading	+91 9819731234 +91 8655350676	Kashish.jani@nayaraenergy.com Kuladeep.chidire@nayaraenergy.com
	Escalation 1	Meghnad Rao	Analyst - Master Data Management (Customer)	+91 9819648194	Meghnad.Rao@nayaraenergy.com
	Escalation 2	Jatin Joshi	Lead - Master Data Management	+91 9925206221	Jatin.joshi@nayaraenergy.com
Tender	Submission				Biofuels.tender@nayaraenergy.com
	Escalation 1	Kuladeep Sharma	Lead Procurement – Biofuels & Power Trading	+91 8655350676	Kuladeep.chidire@nayaraenergy.com
	Escalation 2	Hydrocarbon procurement team			Hydrocarbon.procurement@nayaraenergy.com
E-bidding	Primary Contact				Ebidding@nayaraenergy.com
	Escalation 1	Raju Ponnurangan	Procurement fulfilment Manager	+ 91 22 71321158 +91 22 67335000 Ext. :1333	raju.ponnurangan@nayaraenergy.com
Purchase Orders	Primary Contact 1	Kashish Jani	Lead- Biofuel Planning & Bunkering	+91 9819731234	Kashish.jani@nayaraenergy.com
	Escalation 1	Kuladeep Sharma	Lead Procurement – Biofuels & Power Trading	+91 8655350676	Kuladeep.chidire@nayaraenergy.com
	Escalation 2	Rishabh Dalakoti	Head Biofuel and Technical Services – Institutional Business	+91 9867202812	rishabh.dalakoti@nayaraenergy.com
Payment	Primary Contact			+91 2833 661444 Ext. : 1444	P2P@nayaraenergy.com
	Escalation 1	Margus D’Souza	Controller – Accounts payable	+91 7069005494	Margus.Dsouza@nayaraenergy.com

ANNEXURE F – Despatch Monitoring

	Despatch monitoring Sheet				
Vendor Code		SUPPLIER			
Supply to		NAYARA ENERGY LIMITED, VADINAR, GUJARAT			
Manufacturer	PO No	PO Date	Qty (KL)	Landed Price	

Manufacturers	Despatch to	Invoice Date	Invoice No	Truck No	Delivery Date	Quantity	Invoice Value
						KL	₹
	Nayara Energy, Location						

ANNEXURE - G

BANK GUARANTEE FOR SECURITY DEPOSIT

NAYARA ENERGY LIMITED

Refinery Site,

39th Km Stone, Jamnagar - Okha Highway,

Ta. : Khambhalia, Dist.: Devbhumi Dwarka.

Gujarat - 361 305 (INDIA)

Re: SECURITY DEPOSIT in respect of

LOI No. _____

SUBMITTED BY _____

DATED _____

GUARANTEE No. _____ DATED _____

This Guarantee is made this _____ DAY OF _____ 20 ____ BY _____ (Bank Name), having its branch office at _____ (Bank Address), (hereinafter referred to as the "GUARANTOR OR BANK" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) in favour of NAYARA ENERGY LIMITED, a public limited company, incorporated under the Indian Companies Act, 1956 and having its registered office at Post Box No. 24, Khambhalia Post, District- Devbhumi Dwarka, 361-005, Gujarat ,INDIA (hereinafter referred to as the PURCHASER which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns).

WHEREAS _____ (SUPPLIER's Name), a public limited Company / private limited company/partnership/firm sole proprietor having its registered office at _____ (SUPPLIER's address), (hereinafter referred to as "SUPPLIER" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) having accepted an LOI No. with PURCHASER to supply Anhydrous Denatured Ethanol to Nayara Energy Limited (PURCHASER).

Tender For Procurement of Denatured Anhydrous Ethanol, As per IS 15464:2022



AND WHEREAS under the terms of the said LOI and in accordance with the other conditions of LOI "SUPPLIER" is required to provide PURCHASER with an irrevocable bank guarantee for INR (INR only) as Security Deposit for due performance of the said LOI/Contract.

AND WHEREAS the Guarantor at the request of "SUPPLIER" has agreed to give this irrevocable Guarantee.

NOW THEREFORE this Guarantee witnesses as follows:

1. In consideration of the aforesaid premises and in consideration of the faithful performance by "SUPPLIER" the terms and conditions of the said LOI has to be guaranteed by the Bank, we, the Guarantor, hereby guarantee that "SUPPLIER" will duly comply and faithfully perform all his obligation and his responsibility under the said LOI failing which we, the Guarantor, do undertake to pay to PURCHASER within 3 (Three) working days of a written demand being made on us, the Guarantor by the PURCHASER and without demur, dispute or objection of whatsoever nature and without recourse or reference to "SUPPLIER" such amount or amounts as the Guarantor may be called upon to pay not exceeding in the aggregate a sum of INR (INR only)
2. The Guarantor hereby guarantee to PURCHASER the due compliance and observance by "SUPPLIER" of the Terms and Conditions of the LOI and the Guarantor hereby undertakes, that this Guarantee shall be kept valid and binding on the Guarantor from the date of this Guarantee till 31/10/2026 plus 3 months claim period and shall not be terminable by notice or any change in the constitution of the Bank/Guarantor or by any other reasons whatsoever and the liability as the Guarantor hereunder shall not be impaired or discharged by any extension of the time or variations or alterations made, given, conceded or agreed with or without The Guarantor's knowledge or consent by or between the parties to the said LOI
3. We, the Guarantor, also agree that we shall not change the currency of this guarantee herein given or during the period of its extension revoke the same even by giving notice to PURCHASER.
4. We, the Guarantor, will on simple written demand from PURCHASER pay to PURCHASER forthwith the said amount of INR (INR only) without demur and without requiring PURCHASER to invoke any legal remedy that may be available to them to compel the Guarantor to pay the same even if "SUPPLIER" considers such demand of PURCHASER unjustified.

Tender For Procurement of Denatured Anhydrous Ethanol, As per IS 15464:2022



5. Notwithstanding anything to the contrary, PURCHASER's decision as to whether "SUPPLIER" has made any fault or defaults and the amount to which PURCHASER is entitled by the reason thereof will be binding on us and we shall not be entitled to ask PURCHASER to establish their claims under this Guarantee but, we, the Guarantor will pay the sum forthwith without any objection.
6. The decision of PURCHASER that any sum has become payable shall be final and binding on the Guarantor.
7. The Bank/Guarantor further agrees with PURCHASER that PURCHASER shall have the fullest liberty without the consent of the Bank/Guarantor and without affecting in any way the obligations hereunder to amend any of the terms and conditions of the said LOI from time to time or to postpone for any time or from time to time any of the powers exercisable by PURCHASER against "SUPPLIER" and to forbear to enforce any of the terms and conditions relating to the said LOI and the Bank/Guarantor shall not be relieved from its liability of reason of any failure or extension being granted to "SUPPLIER" or through any forbearance, act or omission on the part of PURCHASER or any indulgence by PURCHASER to "SUPPLIER" or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.
8. In the event of cases of force majeure or in the event of recourse to arbitration / litigation according to the terms and conditions of the LOI, the validity period of our Guarantee shall be accordingly extended at the request of the PURCHASER until the claims of the PURCHASER is finally settled.
9. This Guarantee shall be in addition to any other guarantee or security whatsoever that the PURCHASER may now or any way have in relation to the SUPPLIER's obligations / liabilities under and/or in connection with the said LOI and PURCHASER shall have full authority to take recourses or to enforce this Guarantee in preference to the other security of securities at their sole discretion, and no failure on the part of PURCHASER shall have the effect of releasing the Guarantor from his full liability hereunder.
10. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "SUPPLIER" or Guarantor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to PURCHASER in terms thereof.
11. This Guarantee shall come into force from the date of This Guarantee and shall remain in full force till 31/01/2027 (including claim period) or any extensions thereof. This Guarantee shall continue and hold good until it is released by PURCHASER on the application by "SUPPLIER" after completion of the period of the said LOI and after "SUPPLIER" has discharged all its obligations under the said LOI and has produced a certificate

Tender For Procurement of Denatured Anhydrous Ethanol, As per IS 15464:2022

from PURCHASER of the due completion under the said LOI. We, the Guarantor further undertake to extend the validity period of this Guarantee for any time or from time to time should it, in the opinion of PURCHASER/"SUPPLIER" become necessary for such period as requested in writing by PURCHASER with a copy to "SUPPLIER".

12. In order to give full effect to this Guarantee herein contained PURCHASER shall be entitled to act as if we, the Guarantor were your Principal Debtor in respect of all your claims against "SUPPLIER" hereby guaranteed by us as aforesaid and we, the Guarantor hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provision of this Guarantee.

13. Any notice by way of request, demand or otherwise hereunder may be sent to by email or by post to the Bank/Guarantor addressed as aforesaid and, if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of PURCHASER that the envelope was so posted shall be conclusive. PURCHASER after the giving the notice, the BANK/ GURANTOR shall pay the amount directly to the account of the PURCHASER without demanding the presentation of the Bank Guarantee.

14. The "SUPPLIER" shall bear the stamp duty in respect of this Guarantee.

15. Though this is a continuing Guarantee, our liability under this Guarantee is restricted to a sum of INR (INR only) and our Guarantee shall remain in force until or such extended period as may be required by PURCHASER and unless a claim under the Guarantee is lodged with us within three months from the date of expiry of the Guarantee, i.e. on or before 31/01/2027 or such extended period as the case may be, all the PURCHASER's rights under the said Guarantee shall be forfeited and we, the Guarantor shall be relieved and discharged from all liability thereunder. The Purchaser can invoke the this Bank Guarantee multiple times, upto the amount underlying in Bank Guarantee, without it being ceased to be effect after its single invocation. The Bank shall not be released from its obligations to maintain the amount of shortfalls (upto the underlying guarantee amount) under this guarantee by PURCHASER exercising any of its rights with reference to invocation of PBG.

The Bank/Guarantor has under its constitution, power to give this Guarantee in your favor under our Memorandum and Articles of Association and Mr./Mrs. _____ who signed it on behalf of the BANK/Guarantor has the authority to do so.



Tender For Procurement of Denatured Anhydrous Ethanol, As per IS 15464:2022

This Guarantee Shall be construed in accordance with and governed by the Laws of India and shall be subject to the jurisdiction of the appropriate courts situated at Ahmedabad, Gujarat, India.

Dated this _____ day of _____ 20

Signature of the authorized person for and on behalf of the BANK

NOTE: Bank Guarantee for Security Deposit to be furnished on non-judicial stamp paper of requisite value.

Annexure I

For ease of working, Ethanol volume in KL can be converted to weight in MT by inserting Observed Temp in °C, Volume of Ethanol at observed temp in KL and relative density of Ethanol at 15.6 °C (Air) in the below Table -1.

Table -1										
Deriving Weight of Denatured Ethanol from Volume										
Cofficeint of volume expansion	Observed temperature	Volume of Ethanol at observed temperature KL	Volume at 15 Deg C KL	Relative Density @ 15.6 c (Air)	Relative Density @ 15 c (Vaccum)	Density of ethanol at 15 Deg (Vaccum)	Density of ethanol at 15 Deg (Air)	KL	KL15	MT
0.001085	24.8	100	98.937	0.7951	0.7958	0.7951	0.7940	100.000	98.937	78.554

1. RELATIONSHIP BETWEEN PARTIES

The Parties to this Agreement are independent parties on principal to principal basis and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party hereto. Neither Party shall make any representation that suggests otherwise.

2. CONFIDENTIALITY:

The Parties agree that any and all information learned by either Party concerning the business affairs of the other and all documents, materials and all technical, commercial, financial and other information (written only) which has not come into public domain; the existence and terms of this Agreement; and the negotiations relating to this Agreement shall be treated as confidential and such information shall not be disclosed during the scope of Term. and / or after the expiry of the Term of the Agreement to a third person or legal entity without the express written consent of the other Party, except in instances where a Party has a statutory duty to disclose or a disclosure is required by law or by any regulatory or governmental body having jurisdiction over it, provided that the Party disclosing shall notify the other Party of such requirement within a reasonable time in advance of making such disclosure.

In the event of any such breach, in addition to other rights or remedies which may be available and without waiving any such other rights or remedies, the Disclosing Party shall have the right to specific performance and other injunctive and equitable relief, as may be deemed proper by a court of competent jurisdiction.

3. INDEMNITY

The Bidder/Supplier/Supplier hereby agrees to indemnify, defend, protect and hold harmless NAYARA ENERGY LIMITED and its employees, officers and directors, from and against, and assumes liability for:

- d. Any injury, loss or damage to any Person, tangible property or facilities of any Person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the negligence or wilful misconduct of the Bidder/Supplier, its officers, employees, servants, affiliates, agents, licensees, invitees arising out of or in connection with the performance by the Bidder/Supplier of its obligations, representations and warranties under the Contract.
- e. Any claims, liabilities or damages arising out of any violation by the Bidder/Supplier of any regulation, rule, statute or court order of any statutory or Governmental Authority in connection with the performance by the Bidder/Supplier of its obligations under the Contract.
- f. Under no circumstances, shall Nayara Energy, its employees, directors involved be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of this agreement either to the Supplier or to the supplier or any Third Party whosoever.

4. CONSENT OR WAIVER

The waiver of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition, nor shall any failure to

enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. The failure or delay of either Party in exercising any right, power or remedy provided by law or under this

Agreement shall not affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

5. INVOICING AND E-WAY BILL

The Bidder / Supplier will provide Nayara with correct invoices charging the applicable rate of taxes. The invoices shall stand scrutiny by the GST Authorities. The bidder / Supplier shall file its returns according to Law and pay the tax charged to the Authorities to enable Nayara to avail Input

Tax Credit as applicable. In the event the Input Tax Credit is not available to Nayara due to any mistake in filing returns and / or non-filing or non-payment, Nayara reserves the right to withhold payment of amount equivalent to tax charged by the bidder / Supplier in the invoice(s) from subsequent bills.

The Supplier shall be responsible for the transit e-waybills for sending the material. Nayara shall not be responsible for detention of the goods during transit on account of faulty / missing e-Waybills. The Supplier is advised to get in touch with Nayara in case of any doubts while generating the e-Waybills.

6. SUCCESSORS AND ASSIGNEES

No party hereto shall have the right, directly or indirectly, by operation of law or otherwise, to assign, sell, pledge, mortgage, encumber or otherwise transfer all or any portion of its right, title or interest under this Agreement, except to an entity under common Control with such party and upon prior written notice to the other party. Any assignment, sale, pledge, mortgage, encumbrance or other transfer prohibited hereunder shall be null and void

7. FORCE MAJEURE

Neither Nayara Energy or Supplier shall be responsible for any failure to fulfil any term or condition of this agreement if fulfilment has been delayed or hindered or prevented by a force majeure event meaning any circumstance which is not within the reasonable control of Nayara Energy or Supplier as the case may be including, without limitation, any (or the apprehension of any) strike, pandemic, lockout or labour dispute

(Whether or not the settlement thereof shall be at the discretion of the Party in question) or any government order or restriction or compliance with any order or request of any national, supranational, provincial, port or any other public authority or any person purporting to act for such authority or by failure, total or in part .

Force Majeure Definition:

For the purposes of this Agreement, "Force Majeure Event" means, with respect to any obligation of a party (the "Affected Party") under this Agreement any event or circumstance that:

- a. is beyond reasonable control of the Affected Party in performing such obligations and is not the result of the fault or negligence of the Affected Party (including the Affected Party's Affiliates and any of its or their employees, directors, officers, agents, or suppliers) and which by the exercise of reasonable efforts under the circumstances, the Affected Party could not reasonably be

expected to avoid, and which prevents the Affected Party from performing such obligation;

- b. is not the direct or indirect result of the failure of the Affected
- c. Party to perform any of its obligations under this Agreement;
- d. materially or adversely affects the ability of the Affected Party to perform any of its obligations under this Agreement;
- e. the occurrence of which the Affected Party has provided notice of to the other party hereto in accordance with this section;
- f. is not due to the negligent or intentional acts, errors or omissions of, or material or negligent or intentional failure to comply with any requirement of an applicable governmental authority by, the Affected Party or any affiliates, suppliers, agents or employees of the Affected Party;
- g. which is of an extraordinary nature; or
- h. is a direct or indirect result of the action or omission of an applicable governmental authority which materially adversely affects the ability of the Affected Party or any of its affiliates to perform any of its obligations under this Agreement.

In the event of Force Majeure, the Bidder/Supplier is not able to perform its obligations under the contract, Bidder/Supplier will be relieved from its obligations during the force majeure period.

- a. If a force majeure situation arises, Bidder/Supplier shall notify NAYARA ENERGY LIMITED in writing promptly, not later than 7 days from the date of such a situation. The Bidder/Supplier shall notify NAYARA ENERGY LIMITED not later than 3 days of cessation of force majeure conditions. After examining the cases, NAYARA ENERGY LIMITED will decide and grant suitable additional time for the completion of the work, if required.
- b. Depending upon the severity of the force majeure situation & assessing the status with respect to the situation and Supplier's capability, NAYARA ENERGY LIMITED will reserve all rights to either terminate the contract and / or amend the delivery period after investigating the actual situation at the sole discretion of Nayara Energy Limited and under such circumstances, Supplier will have no right to claim any amount on such termination and also will be liable to refund the advance taken (if any) within 7 days from the date of termination of contract.

Notwithstanding the above, if any situation, which is a border line case and do not fall under the force majeure case as per the above understandings, company reserves the right to accept or reject any such cases at its sole discretion.

- a. The relaxation in the time line of execution/ completion of the project, increasing the deadlines etc. will be solely decided by the company, based on the occurrence of the incident and reporting by the Suppliers etc.
- b. If the Force Majeure Event persists for more than 6 months either of the party can terminate the agreement with immediate effect.

8. CONSEQUENTIAL LOSSES

In case any damage to any property, equipment, machinery and or vehicle whether belonging to the Company or third parties, caused howsoever the employees, workers, equipment, machinery and or vehicles whether belonging to you (Supplier or your representative r(s)), you (Supplier) shall alone be held directly responsible for all or any claims, losses, costs and consequences.

In case any damage to any property, equipment, machinery and or vehicle belonging to Supplier (you) or your representative, caused howsoever, by the employees, workers, equipment, machinery and or vehicles belonging to any third party (whether any other supplier or sub-supplier(s), your sole remedy and claims for kinds of all losses, damages, costs, consequence, etc. suffered shall lie only against such third party whose employees, workers, equipment, machinery and or vehicles have caused such damage, losses as claimed by you or any of your sub-supplier.

The Company shall not be liable for any indirect and consequential losses, loss of revenue or business or business profits howsoever caused and the Supplier has agreed to indemnify the company against any such claim arising out of this contract.

9. EVENTS OF DEFAULT AND TERMINATION

- a. NAYARA ENERGY LIMITED reserves the right to terminate the Agreement at any stage or time without assigning any reasons what so ever by issuing a notice of 30 days in writing, and will not be liable to any losses of the Suppliers what so ever. NAYARA ENERGY LIMITED will pay only for the Works executed / completed and handed over by the Supplier as per the contractual deliverables.
- b. Notwithstanding anything to the contrary herein contained, NAYARA ENERGY LIMITED will be at liberty to terminate this Agreement forthwith on happening of any of the following events:
- c. If Supplier fails to comply with or commits a breach of any of the Supplier's Covenants, obligations contained in the Agreement,
- d. The Supplier being an individual, if adjudged insolvent or a compromise is entered into by him with his creditors without the approval of the
- e. Company, or if a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the Supplier.
- f. The Supplier, being a firm, if any member of the Franchisee is adjudged insolvent or a compromise is entered into by the firm or any member of the firm with their creditors without the approval of the Company, or a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the firm or any member of the firm.
- g. The Supplier, being a Company or Co-operative Society, goes into liquidation whether voluntarily or compulsorily or if a distress, execution or other process shall be levied upon or if a creditor takes possession of or a receiver is appointed of any part of the property of the Supplier.
- h. If Supplier/its representatives /partners / staff found indulging in any unethical practice or found not abiding by the law of land.

Without prejudice to any other rights or remedies Nayara Energy shall also be entitled to terminate this Agreement summarily on written notice if Supplier:

- a. is an individual or a partnership firm and is declared bankrupt, or a receiver or manager is appointed in respect of his assets, or a receiving order is made against him, or he enters into any composition or arrangement with creditors generally, or he is unable to pay his debts as they fall due; or
- b. is a company and is declared bankrupt, or it makes a composition or arrangement with its creditors, or a winding up order is made

or a resolution for voluntary winding up is passed in respect of it, or a provisional liquidator, receiver, administrator or manager of its business or undertaking is appointed, or a petition is presented applying for an administration order to be made in respect of it, or it is unable to pay its debts as they fall due or possession is taken of any of its assets on behalf of the holders of any debentures of such company which are secured by a floating charge, of any property comprised in or subject to the floating charge; or

- c. is a company and there is a change of ownership of its shares resulting in 50 per cent or more of the issued share capital of the company becoming legally or beneficially the property of a new owner.

10. RIGHT OF ASSESSMENT AND PERIODIC AUDIT OF SECURITY CONTROLS "

NAYARA ENERGY reserves the right to assess the information security controls implemented by the third party to protect the data either shared by NAYARA ENERGY with the third party or access provided to the third party staff to NAYARA ENERGY'S data at any time during the course of the Contract/Purchase Order. NAYARA ENERGY may demand and upon such demand being made, NAYARA ENERGY shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the information security controls.

" NAYARA ENERGY shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit the information security controls implemented by the third party to protect the data either shared by NAYARA ENERGY with the third party or access provided to the third party staff to NAYARA ENERGY'S data by the third party and the third party undertakes to cooperate with and provide to NAYARA ENERGY any other agency appointed by NAYARA ENERGY, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the third party failing which NAYARA ENERGY may, without prejudice to any other rights that it may have, issue a notice of default.

11. DATA PROTECTION :

- a) Supplier shall comply with its obligations under all applicable data protection laws (including GDPR), in respect of the Supply and Services to be provided under this Contract/ Agreement. Supplier agrees in respect of any such personal sensitive data and corporate data, including corporate sensitive data, supplied to it by Company that it shall:
- b) only act on instructions from Company or act per the applicable data protection laws (including GDPR) regarding processing of such data under this Agreement and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the data and against accidental loss or destruction of, or damage to, the data; and not disclose any information provided by Company to Supplier OR any other person, subject to the NDA (if any).
- c) have the adequate information / data security systems/ processes in place to protect the data shared to by Company.
- d) ensure compliance with the applicable data protection measures contained in data protection, information security and other relevant policies of the Company based on scope and nature of work.
- e) indemnify and keep Company harmless against any loss or damage or claim that it may suffer on account of any data breach/privacy incident while the data was in possession of such party.

- f) To the extent that, in connection of this contract, if the Supplier to whom the company shares data designated as restricted or confidential information shall not disclose such restricted or confidential information to any third party or sub-supplier without company's written consent except as may be required by law, regulation, judicial or administrative process or the extent that such Confidential information shall have otherwise become publicly made available by the company.
- g) When there is a specific grounds for suspecting the misuse of personal sensitive data and corporate data, Company shall after providing the written notice to Supplier be at liberty to conduct an audit of such a Third / Counter Party.

Supplier shall notify the Company in writing without undue delay after becoming aware of privacy incident/ data breach. For the purposes of this clause Privacy incident/ Data breach shall have the same meaning as defined in the Data Protection Policy of Company. In case of serious data / information breach by the Third / Counter Party, the Company (in its opinion based on the assessment of data breach), shall have the right to terminate this contract and to call for any information from Supplier relating to such breach.

Note: GDPR clause will not be applicable when not required.

12. ENTIRETY OF AGREEMENT/PO

This PO/Agreement/ contains the entire agreement/PO between the parties hereto and no prior promises, agreement/POs or warranties, written or verbal, shall be of any force or effect unless embodied herein. No modification of this Agreement/PO shall be of any force or effect unless in writing and signed by both Parties hereto and no modification shall be effected by the acknowledgement or acceptance of any purchase orders or printed forms containing different conditions. All other Terms & Conditions including technical scope, guarantees etc. shall be as per tender/RFQ/Enquiry & shall be construed & read as a part of this PO/agreement.

Any matter not provided for herein shall be decided upon by further consultation and agreement/PO between the Parties hereto.

13. MODIFICATION

- a) This Agreement represents the entire understanding of the Parties with respect to the subject matter. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.
- b) If any provision/s of this agreement is/are held to be invalid or unenforceable, such provision/s shall (so far as it is held to be invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement.

14. SURVIVAL OF CERTAIN TERMS.

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiry of this Agreement shall survive termination or expiry of this Agreement. Termination of this agreement shall not affect any provision of these Terms and Conditions which is capable of being performed and/or which survive, operate or continue to have effect after such termination. Termination will not prejudice any right of action already accrued to a Party in

respect of any breach of the provisions of these Terms and Conditions by the other Party.

15. SEVERABILITY:

Should any part of this Agreement be held invalid or unenforceable for any reason, such holding will not affect the remaining parts, which will continue in full force and effect.

16. VALIDITY

Whenever possible, each provision of this Agreement/PO shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be or become invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement/PO.

17. SAFETY:**a. SAFETY PRECAUTIONS AND COMPLIANCES**

- i. The successful Supplier shall be responsible for observance of all safety parameters as per NAYARA ENERGY LIMITED safety standards/safety policy in general, as observed by all oil companies.
- ii. Necessary PPE's such as safety belts, helmets, safety harness, Fall arrestor, gloves, safety shoes, safety spectacles shall be used by the Supplier as per safety standards & requirement.
- iii. Safety distance as per CCOE Rules and Oil Industry Safety Directorate shall be strictly maintained as per Nayara Standard design.
- iv. Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the Supplier's risk and cost and should be reported to Nayara Energy Limited.
- v. Supplier shall at his own expenses arrange for the Safety provisions as may be necessary while delivering material, as required by NAYARA ENERGY LIMITED in respect of all labour employed directly or indirectly for performance of the works and shall provide all facilities in connections therewith. In case the Supplier fails to make arrangements and provide necessary facilities as aforesaid, NAYARA ENERGY LIMITED will reserve all rights to do so and recover the cost thereof from the Supplier.
- vi. In respect of all labour, directly or indirectly employed for the performance of Supplier's part of this agreement, Supplier shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of Indian Standards, the Electricity Act/I.E. Rules, The Mines Act and any such applicable / statutory regulations.
- vii. Supplier shall observe and abide by all fire and safety regulations of NAYARA ENERGY LIMITED. Supplier shall be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of prevailing Wages and observe hours of work/conditions of employment according to the rules in force from time to time.
- viii. Supplier shall be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify NAYARA ENERGY LIMITED for any such lapse liable for legal action.

b. HEALTH SAFETY ENVIRONMENT AT SITE:**Safety - A Line Function**

The Health Safety & Environment at site is a line function and hence it shall be the responsibility of the Supplier to ensure that all activities at all times are strictly carried out as per the Safety norms.

First Aid

First aid is defined as the prompt treatment of injuries such as cuts or bruises. More serious injuries involving fractures or breakage to limbs, head injuries or other severe wound shall be treated by qualified and experienced medical personnel.

In the absence of any permanent medical facility at Site Supplier shall be responsible for establishing first aid facilities at Site along with arranging for emergency transportation.

Supplier shall establish their own first aid facilities at Site and arrange emergency transportation as and when required, provide first aid boxes or similar containers like bags or cupboards clearly identified as first aid containers that are designed to protect the contents from damp and dust placed and maintained in easily accessible places and made known / create awareness to every employee of that location.

Sufficient quantities of all essential medicines shall be maintained as necessary and periodically verified for expiry date and replenishment.

18. COMPLIANCE WITH LAWS AND REGULATIONS

Each Party to this Agreement/PO shall conform to all applicable provisions of every statute, statutory instrument, bye-laws or regulations for the time being in force affecting this Agreement/PO and will give all necessary notices and obtain every requisite sanction or approval in respect of this Agreement/PO under every such statute instrument bye-law or regulations and will keep the other Party indemnified against all fines, penalties and loss incurred by reason of any breach of such statute, instruments, bye-law or regulations.

The non-conforming party shall indemnify the other Party against any fines, penalties, losses, costs or expenses incurred by the other Party in respect of any non-compliance by such non-conforming Party with the provisions with the laws and/or Government regulations.

19. GOVERNING LAW AND ARBITRATION

This PO/Agreement will be governed by and construed under the laws of

India and shall be subject to the exclusive jurisdiction of the Courts at Mumbai, Maharashtra only.

Any claim, dispute or differences concerning the validity and interpretation, implementation or alleged breach of any provision of this Agreement shall be resolved through mutual discussion between the parties hereto, failing which the same shall be referred to and finally resolved by arbitration to be conducted in accordance with the provisions of the

Indian Arbitration and Conciliation Act, 1996, as amended. The arbitration panel shall consist of a sole arbitrator to be appointed by mutual agreement of the disputing parties, and failing such agreement, in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended. The seat of arbitration shall be in Mumbai, Maharashtra. The arbitration proceeding shall be in English language. The award rendered by the arbitration panel shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be

shared equally by the disputing parties, unless the award otherwise provides. It is further agreed between the parties that the courts in Mumbai shall have the exclusive jurisdiction to entertain any application or any award meant by the sole arbitrator or other proceedings in respect of any issue arising under this agreement.

NOTICES:

All notices and other communications given under this Agreement must be in writing (electronically signed email and fax acceptable), in the English language, and shall be deemed to have been properly given and delivered to the other party hereto at its address listed below. Any such notice given will be deemed to have been given or received at the time of delivery, or the next Working Day following the date of sending, if sent by facsimile on a day that is not a Working Day.

Kind Attn:
Nayara Energy Limited
(Formerly known as Essar Oil Limited)
Nayara Energy Limited (Formerly Essar Oil Limited)
5th Floor, Jet Airways Godrej BKC,
Plot No. C-68, G Block, Bandra Kurla Complex,
Bandra East, Mumbai 400051,
Maharashtra, India

20. ANTI-CORRUPTION AND HOTLINE CLAUSE

a) Each party to this Agreement hereby agrees that it shall not, directly or indirectly: -i) commit, authorize or permit any action which would cause either party to be in violation of any applicable anti-bribery laws or regulations.

ii) will not offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other party or any Public Official, nor knowingly accept, or agree to accept, from any employee, representative, or third party acting on behalf of the other party, any unlawful payment, unlawful compensation, facilitation payment or unlawful remuneration or unlawful hospitality, be it monetary or other thing of value, in connection with the negotiation, execution, conclusion or the performance of this Agreement.

iii) Each Party assures other Party that it has not used, adopted or deployed any corrupt practices or unethical means in negotiating or securing this contract and will raise invoices strictly in accordance with this Contract/Agreement/LOI. The parties shall promptly notify each other if they become aware of any breach of this provision, and a breach of this provision shall be considered cause for termination under this agreement.

b) Each Party shall respond promptly, and in reasonable detail, to any notice from any other Party or its auditors or legal counsel pertaining to the above stated assurance in clause a) above and shall furnish documentary support, if any, for such response upon request from such other Party.

c) Nayara Energy is committed to adhere to high 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. Nayara Energy urges/encourages its Third Parties to report any instances of actual or suspected unethical or improper conduct/behaviour via our Hotline. A Whistle-blower may report any such matters by using any one of the following five hotline whistle-blower channels:

i) Web Interface:

Complaints can be filed through our official website whistleblower.nayaraenergy.com or Nayara Energy

Intranet or Format provided (downloadable) in Annexure 2 of Hotline Whistle-Blower Policy

ii) 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.

iii) Email: E-mail completed complaint form at hotline@nayaraenergy.com.

iv) Post/Letter:

Send a completed complaint form through post to our Corporate Office:

Nayara Energy Limited
5th Floor, Jet Airways Godrej BKC
Plot No. C-68, G Block,
Bandra Kurla Complex, Bandra East,
Mumbai – 400051

v) In person:

Meet our Chief Compliance & Security Officer in person at our Corporate Office

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.

21. ANTI-MONEY LAUNDERING

None of the parties to this Agreement/Contract: -

A. is under investigation by any Governmental Authority, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under any applicable law (collectively, Anti-Money Laundering Laws”),
B. has been assessed/levied civil penalties under any Anti-Money Laundering Laws, or

C. has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws ssEach of the parties has taken reasonable measures appropriate to the circumstances (in any event as required by any applicable law), to ensure that each such party and its subsidiaries are and will always continue to be in compliance with all applicable current and future Anti-Money Laundering Laws.

D. Breach of this clause shall be deemed to be a breach of a material term of the agreement/Contract.

22. PROHIBITION FROM INSIDER TRADING

All Parties to this Agreement/Contract agree and undertake to follow and comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, or such other law/rules/regulations/circulars etc having the force of law relating to Trading in securities/financial instruments and/or confidentiality/disclosure of Unpublished Price Sensitive Information (“UPSI”) (“Insider Law”) and Nayara Energy’s Code of Conduct, Practices and Procedures for prevention of Insider Trading and Fair Disclosures (“Company Code”) as amended/revised/replaced from time to time and available on www.nayaraenergy.com. In compliance with the Insider Law, the Parties [and their employees, if applicable] hereby agree and undertake to refrain from sharing, disseminating,

communicating and disclosing confidential information of the Company and its listed securities; information bearing the character of UPSI including but not limited to financial information, plans, documents, papers, emails, data, strategies, trade secrets etc. whether in physical or electronic form to any person unless permitted by the Company in writing or allowed or covered under the savings provided in the Insider Law for legitimate disclosures. Any deliberate or inadvertent leak of UPSI by the Party shall invite disciplinary and /or penal actions from any applicable regulator(s) as may be provided in the Insider Law.”

The terms defined in Securities and Exchange Board of India, (Prohibition of Insider Trading) Regulations, 2015, but not defined herein shall have the same meaning as that in Securities and Exchange Board of India, (Prohibition of Insider Trading) Regulations, 2015.