

## Draft Agreement with Bio-Diesel Supplier

THIS Agreement for supply of Bio-Diesel (the “Agreement”) is made on .....Day of .....2009 and entered into at Mumbai between

M/s AAA Company Ltd., a Company incorporated under the provisions of the. .... Act, of ----- and having its address at -----  
----- (the “COMPANY”, which expression shall unless be repugnant to the context or meaning thereof include and be deemed to mean and include its successors and assigns) of the One Part;

AND

M/s Petroleum Bazaar.com (India) Pvt. Ltd, a company incorporated under the provision of the -----Act, of -----and having its address at 113, Sona shopping center, Cinestar Compound, Trikamdas Road, Kandivali (West), Mumbai – 400 067, Maharashtra (the “PBL”, which expression shall unless be repugnant to the context or meaning thereof include and be deemed to mean and include its successors and assigns) of the Other Part.

WHEREAS

- a) AAA Company Ltd. is in the business of Manufacture / Importer / Trader of Bio-Diesel, and deals with other related matters incidental to such business,
- b) “PBL” is engages in the business of “Operation of Bio Diesel Exchange”, marketing, e-auctioning, publication etc.

The “COMPANY” is desirous of e-Auctioning “Bio-Diesel” and availing the services of the “PBL” for the consideration and on the terms and conditions given below :

NOW THEREFORE THE “COMPANY” AGREES AS FOLLOWS:

1. “COMPANY” has a plant to Manufacture IS 15607 grade Bio-Diesel located at .....

Or

“COMPANY” has imported Bio Diesel meeting IS specification for B-100 (IS 15607). Proof of product available at ..... port is enclosed herewith and available for survey by Petroleum Bazaar officials.

Or

“COMPANY” is an authorized agent for the manufacturer of Bio-Diesel having address, .....and plant at.....

2. Bio-Diesel offered for auction shall fulfill IS specification for B-100 (IS 15607).
3. “COMPANY” shall submit its manufacturing details, product specification and other details as per “Annexure A” to Petroleum Bazaar having its office at 113, Sona Shopping Center, Cinestar compound, Trikamdas Road, Kandivali (West), Mumbai 400 067 for verification and acceptance for Auction.
4. The product shall be tested at one of the independent laboratories and the test result shall be provided by PBL to the bidders. All expenses related with laboratory testing and plant visit by PBL representative shall be paid by the manufacturer.
5. A minimum lot size of 500 KL and multiples of 100 KL thereafter can be offered for auction.
6. The product shall be offered ex. Plant / Port / Depot located at .....State.....
7. The “COMPANY” shall offer the product for auction only after having full quantity at its possession on the date of auction.
8. The “COMPANY” shall provide a security deposit of Rs. 5,00,000 (Rs. Five Lakh) by DD or Bank Guarantee in favour of “M/s Petroleum Bazaar.com (India) Pvt. Ltd. Payable at MUMBAI towards offer quantity of 500 KL and proportionately for higher quantity.
9. The “COMPANY” shall offer a base price along with its terms and conditions as per “Annexure A” to “PBL for suitably designing contract for Auction.
10. After completion of auction, PBL shall intimate the supplier and arrange to collect the sales proceed from the registered bidder and shall credit Suppliers’ account after receiving the confirmation from the buyer having received the product.
11. IF the “COMPANY” fails to supply product as per its offer for Auction as per “Annexure A”, the security deposit shall be forfeited by “PBL” and shall partially compensate the successful bidder / bidders.

12. If within two days of auction, the successful bidder does not deposit the money and start uplifting the product within seven days, the 50% of the EMD received from the bidder shall be paid to the supplier as compensation. If the supplier agree to supply and the 2<sup>nd</sup> highest bidder agrees to uplift the product at his bid the same shall be offered. If this does not work, the product shall be offered for reauction. PBL only provides platform for buy and sell through Auction, hence any claim / counterclaim shall not be entertained.
13. For successful auction of the product "COMPANY" shall pay a service charges of Rs. ----- per KL of the sales proceed to "PBL".
14. The "COMPANY" shall advise a base price of the product for auction ex. Plant / Port / Depot. If the auction is made on a higher price than the base price, the supplier shall pay an incentive of 10% of the higher realization.

NOW THEREFORE THE "PBL" AGREES AS FOLLOWS:

1. "PBL" shall conduct Auction at its state of the art Auction platform as per the term sheet provided by the supplier in "Annexure A"
2. Petroleum Bazaar shall announce in the portal petroleumnext.com regarding the proposed Auction and its terms and conditions.
3. After successful Auction process "PBL" shall inform supplier full details regarding the final bidder / bidders, quantity and price.
4. The bidder shall provide necessary and valid licences required for the transaction to Petroleum Bazaar. This will be verified and if they are in order, PBL shall inform Supplier regarding the same. For any inadequacy in documentation PBL shall co-ordinate with bidder and supplier.
5. "PBL" shall collect payment from the successful bidder towards the bid quantity and shall inform "COMPANY" to make the necessary deliveries as per "Annexure A". After receiving the confirmation from the buyer that the product has been received as per the contract, "PBL" shall arrange to credit the account of supplier after deduction of its service charges and other deductions (shortages) if any.
6. If there are no buyers at a price for the type of product offered, "PBL" shall not charge the supplier for the Auction process. However, it will be endeavour of "PBL" to ensure full quantity offered for Auction is fully sold out.
7. The liability for delivery of correct quality and quantity shall be the responsibility of the manufacturer. Manufacturer shall indemnify "PBL" and Petroleum Bazaar towards any disputes and liability arising out of the quality and quantity issues.

8. The responsibility and liability of any issues on quality, quantity and period in transit should be as per the contract for each lot. i.e. in case of delivered product it is the responsibility of the manufacturer till the point of receipt location. However, if the sale contract is offered ex. Plant the issues related with logistics shall be the responsibility of the buyer.
9. Either party agrees to safeguard, protect and handle all respective Proprietary Information (being any documents, materials or information that is in tangible form and clearly marked as being proprietary, confidential or sensitive and is received by either party from the other under this Agreement) made available from the other party under or pursuant to this Agreement with the same degree of care and procedures as either party applies to its own confidential or proprietary information. Without the written consent of the other party, either party agrees (i) not to disclose, disseminate, reproduce or otherwise distribute such information and materials to any third party, except a governmental judicial authority's issued order and (ii) not to use such information for any other purposes beyond that expressly set forth in this Agreement.

The Agreement represents the good faith and intentions of the Parties to proceed with the proposed transaction. Its sole purpose is to set out the principles on which the Parties intend in good faith to negotiate legally binding definitive agreement.

This Agreement shall be valid for a period of .... Month/s.

In witness whereof, the Parties hereto have hereby set their respective hands and seals the day and year first hereinabove written.

For and on behalf of M/s AAA Company Ltd.

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WITNESS:

M/s Petroleum Bazaar.com (India) Pvt. Ltd.,

\_\_\_\_\_

WITNESS:

**“TERM SHEET”**

Name of the Company  
Address of the Company

Phone No. (including STD code)  
Fax No.

Contact Person  
Designation

Phone No.

Mobile No.

Turnover of the company in last 3 years (Figs. In Rs. Lakhs)

1<sup>st</sup> Year

2<sup>nd</sup> Year

3<sup>rd</sup> Year

Plant Address

Phone No. (including STD code)  
Fax No.

Contact Person  
Designation

Phone No.

Mobile No.

Plant Commissioned in the year.....

No. of persons employed.....

Total tankage for Bio-diesel .....

T/L Loading capacity ..... (No. of lorries per day), Quantity .....KL/MT per day

Production Capacity ..... KL /MT Per Day.....KL/MT per month

Production of the company in last 3 years (Figs. In KL /MT)

1<sup>st</sup> Year

2<sup>nd</sup> Year

3<sup>rd</sup> Year

Terms and conditions

Quantity offered for Auction.....KL/MT

Auction period.....

Base Price Rs. ....Ex. Plant

Transport assistance provided by the company .....yes / No.

Licence required from the buyers

- 1.
- 2.
- 3.
- 4.

Important Note : Please mention if anything important need to be mention in successfully completion of the Auction and delivery.

Encl :

1. Specification and Test Report
2. Any test report from third party lab / SLC
3. Sample proforma invoice for reference.
4. Licence for Industry / SEZ registration licence
5. VAT licence copy
6. CST Licence copy
7. DD / Bank Guarantee for Security deposit
- 8.
- 9.

For M/s AAA Company Ltd.

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Signature  
Designation :  
Date  
Location