

Notice Inviting Tender

(Spot tender)

OEL-OEL-AMG-OFD-GEN-CMC-011-001

(Under National Competitive Bidding)

to Offtake

Hydrocarbon (Crude and Condensate)

produced from

Amguri Field, Assam, India

9-Oct-2023

Oilmax Energy Private Limited (**Oilmax**), a E&P company having Operatorship with 50% PI and Assam Company India Limited (ACIL) with 50% PI (collectively as the “**Sellers**”, and individually the “**Seller**”) have entered into a Production Sharing Contract (PSC) with Government of India for Amguri field, Assam (“**Block**”) of India (Refer Annexure-1). Sellers intend to sell **Hydrocarbon** (Crude and Condensate) produced from the Block.

Oilmax as an Operator invites fresh Bids from eligible Bidders having the necessary experience, capability and requisite statutory & regulatory clearances, to offtake Hydrocarbon at Sellers’ option of approximately 450 Barrels per day. The Hydrocarbon shall be available **Ex-Works at Tank Farm, AM-6, Seyleng Tea Estate, Amguri Field, Jorhat District, Assam** during the period from **15th Oct 2023 to 30th Nov 2023** with an option to extend for another 1 month at Seller’s option. The successful Bidder shall be referred to as **Buyer**. Buyer and Sellers shall be collectively referred as **Parties**.

The NIT for Offtake of Amguri Hydrocarbon is divided into 3 parts:

Part 1- Instructions to Bidders

Part 2- Scope of Hydrocarbon Offtake

Part 3- Conditions of the Contract

For Bidders ready reference, few salient points of NIT are highlighted below:

a.	NIT no	OEL-OEL-AMG-OFD-GEN-CMC-011-001
b.	Bid Submission	Sealed envelope, Single stage- two bid system
c.	Bid Bond	Not Applicable
d.	Bid Bond validity	Not Applicable
e.	Bid Closing Date & time	15:00 IST, 13 th Oct 2023
f.	Technical Bid Opening	16:00 IST 13 th Oct 2023
g.	Bid Validity	30 days from Bid Opening date and time
h.	Scope of Work	Offtake of Hydrocarbon from Amguri field
i.	Duration of Contract	15th Oct 2023 to 30th Nov 2023 (+ 1 month at Seller’s option)
j.	Quantity of Hydrocarbon for Sale	450 Bbl/Day
k.	Minimum bid quantity	100 Bbl/Day
l.	Location of Offtake	Amguri Tank farm
m.	Security Deposit	INR 20 Lac
n.	Address of Communication	Head-Procurement Oilmax Energy Private Limited 3A- Omkar E-Square, Chunnabhatti Signal, Eastern Express Highway, Sion (East), Mumbai- 400 022

Part 1- Instruction to Bidders

1. General Instructions

- 1.1. Bidders shall prepare the Bids at their own expense and none of the expenses incurred in the preparation and submission of Bids can be claimed from the Sellers, regardless of the outcome of the Bidding process. In order to facilitate comparison amongst the Bids on the same terms and conditions, Sellers shall not accept conditional Bids.
- 1.2. The Sellers reserve the right to withhold or withdraw the Bidding process at any stage with intimation to all Bidders. The Sellers further, at their sole discretion, reserve the right, without any obligation or liability, to accept or reject any or all of the Bids at any stage of the Bidding process without assigning any reason whatsoever.
- 1.3. Absolute right to award rests with the Sellers and this NIT does not impose or create any legally binding obligation whatsoever on the Sellers.
- 1.4. Bid Documents are non-transferable. Bid can be submitted only by the Bidder in whose name the Bid Document has been issued/registered
- 1.5. Bid Validity shall be 30 days from the date of Bid opening
- 1.6. At any time prior to the deadline for submission of Bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) /Corrigendum(s) / Amendment(s).
- 1.7. A prospective Bidder requiring any clarification on this NIT may notify Seller through email to designated representatives of Oilmax
- 1.8. Designated email ID for correspondence is **procurement@oilmax.in**

2. Eligibility of the Bidder

2.1. Technical Eligibility:

- 2.1.1. Bidders shall not take any exception/deviation to the Bid Document. If exceptions/deviations are maintained in the Bid, such conditional/non-conforming Bids shall not be considered and shall be rejected by Seller.
- 2.1.2. Bidders shall have minimum of one year of experience (in last 10 years from date of issue of this NIT) to offtake Hydrocarbon

OR

Bidders shall be a user who has owned or owns or has operated facility, factory, refinery or have tie up with end user who consumes Hydrocarbon.

- 2.1.3. Bidders shall have tie up with Oil Tankers/Bowsers to offtake Hydrocarbon from Delivery Point.
- 2.1.4. Bidders shall have all requisite statutory & regulatory clearances such as license for bulk storage, handling and processing of Class – “A” petroleum products and NOC from Pollution Control Boards.
- 2.1.5. Bidder shall be allowed to meet Technical Eligibility through credentials of parent company, subsidiary, joint venture or consortium.
- 2.1.6. Bidders who do not have experience in their name, shall tie up with other company who has experience in its name. Bidder shall submit MOU/Agreement with that company along with Technical Bid.
- 2.1.7. Bidders who do not have Technical Eligibility shall be allowed to participate in a Bid subject to Bidder submitting both Bid Bond and PBG of value of 1.5 times the value mentioned in NIT.

2.2. Financial Eligibility

2.2.1. Turnover:

- a. Bidder’s annual financial turnover during any one of the last Ten (10) completed financial years (as on the Bid closing date) to be more than Rs. 10 crores.
- b. Bidder shall be allowed to meet Financial Eligibility through credentials of parent company, subsidiary, joint venture or consortium.

2.2.2. Net Worth:

- c. Bidder’s Net Worth to be more than INR 0 (INR Zero).
- d. Bidder shall be allowed to meet Technical Eligibility through credentials of parent company, subsidiary, joint venture or consortium.
- e. Bidders who do not have experience in their name, shall tie up with other company who has experience in its name. Bidder shall submit MOU/Agreement with that company along with Technical Bid.

3. Bid Submission

- 3.1. The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Sellers shall be written in English language.
- 3.2. Bidders should indicate in their Bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.
- 3.3. Bidder should submit bids for the offtake of entire Quantity i.e. 450 Bbl/ Day

3.4. Bids should be submitted in two parts: (A) “**Technical Unpriced Bid**” and (B) “**Price Bid**”, which should be in two separate sealed envelope that must be clearly labelled / identified. No Bid, which has been corrected or overwritten, shall be accepted.

3.5. **Technical Unpriced Bid:**

3.5.1. In the Technical Unpriced Bid, the Bidder shall submit minimum of below documents

a. showing technical qualification

- Experience certificate, Agreements/MOU with other company
- The details of the facilities, with supporting documents, where it intends to process the Hydrocarbon.
- The details of the end user company who intends to process the Hydrocarbon

b. Showing financial qualification

- Financial statements and
- Networth Certificate for last 10 years.

3.5.2. The complete Technical Unpriced Bid document must be signed and stamped on each page by the authorized signatory of the Bidder.

3.5.3. The first file with name “Technical & Un-priced Commercial Proposal” shall contain duly signed copy of the following particulars:

3.6. **List of Bid Documents**

3.6.1. Industry Registration certificate issued by Department of Industries to process petroleum products like naphtha, NGL, condensate, Hydrocarbon etc. or MoU/Contract copy with such industries for sale of Hydrocarbon

3.6.2. Documents proving that end use are as per statutes and rules in force and not for trading or re selling in the same form

3.6.3. Location, process details and plant layout of Bidder’s facility or facilities of Company with which Bidder has tie up

3.6.4. No Objection Certificate / environmental clearance for the Bidder’s facilities from State Pollution Control Board.

3.6.5. Chief Controller of Explosive's license for bulk storage, handling and processing of Class – “A” petroleum products at Bidder’s facilities. (Bidder may tie up with Company who has such license and submit the same)

- 3.6.6. Solvent, Raffinate & Slop license from State Government authorities by whatever name called. (Bidder may tie up with Company who has such license and submit the same) Insurance coverage of building, plant & machineries and stock at Bidder's facilities.
- 3.6.7. VAT Registration.
- 3.6.8. CST Registration.
- 3.6.9. GST Registration.
- 3.6.10. Central Excise Registration.
- 3.6.11. A brief report on the appropriate utilization plan of the Hydrocarbon to be procured and processing methods to be followed in the Facilities must be submitted along with the Technical Unpriced Bid, clearly undertaking that the Hydrocarbon shall not be disposed or used for any other purpose.
- 3.6.12. Audited Balance Sheet along with Profit & Loss account for last 10 financial years or from the year of establishment

3.7. Price Bid

- 3.7.1. Sellers have defined floor price for Sale of Hydrocarbons which is 'Dated Brent (published by S&P Platts) in \$ per barrel'
 - 3.7.2. In the Price Bid, Bidders shall quote component "B" (Please note that "B" shall be Bid in USD/Barrel) to be used in the pricing formula as provided in clause 5 of Part 2- Scope of Hydrocarbon Offtake.
 - 3.7.3. Bidder shall submit signed and stamped by the authorized signatory copy of a filled Price bid form (as per Annexure 3). Price Bid which has been corrected or overwritten, shall not be accepted.
 - 3.7.4. Bidder shall submit bids for 450 Bbl/Day or Minimum Bid Quantity (MBQ) of 100 Bbl/Day or in multiples of MBQ. The final bid quantity shall be referred to as Minimum Daily Contract Quantity (MDCQ)
 - 3.7.5. As per Gazette notification dated 11th Jul 2022 released by MoPNG, realized Price (As per clause 5 of Part 2- NIT) shall be always equal to or more than the "price of the Indian Basket of Crude Oil, as calculated by Government Agency on monthly basis".
- 3.8. The Bids should be submitted via courier at address mentioned below by **15:00** hrs IST on **13th Oct 2023** ("**Bid Due Date**")
 - 3.9. Failure to furnish all information / documents listed above or submission of incomplete information / documents which are not as per the requirements of this NIT may result in rejection of the Bid by the Sellers without seeking any clarifications from the Bidder. Further, award of contract to the successful Bidder shall be subject to inspection of the

Bidder's facilities by Sellers' representative and verification of authenticity of the documents listed above.

3.10. All Proposals are required to be submitted physically through courier strictly as per the instructions as cited herein to:

Head-Procurement
Oilmax Energy Private Limited
3A- Omkar E-Square, Chunnabhatti Signal,
Eastern Express Highway, Sion (East),
Mumbai- 400 022

3.11. No oral, telephonic or email proposals or modifications in the Proposal shall be considered under any circumstances.

3.12. Discounts/rebates, if any, given in the bid shall be considered for the evaluation.

3.13. Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the highest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

4 Modification and withdrawal of Bids

4.1. The Bidder after submission of Bid cannot modify their Bid and shall not be allowed to resend its revised Bid.

4.2. No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids

5 Bid Opening and evaluation

5.1. The technical Bids shall be opened at 16:00 hrs IST on 13th Oct 2023 at office of Oilmax Energy Private Limited, Mumbai.

5.2. Bids would be accepted technically provided the Bidder meets the eligibility and the Bids qualify in line with this NIT.

5.3. Only the Priced Bids of the Bidders whose Technical Unpriced Bids are technically acceptable and are to the satisfaction of Seller shall be opened for further evaluation.

5.4. The Priced Bids of technically acceptable Bidders shall be opened after completion of due diligence on technical eligibility and submitted documents. It is expected that Sellers shall complete the process in 3 days.

5.5. Bidder who has quoted highest value of "B" shall be announced as the winner of the Bid and shall be considered for signing of the Contract.

5.6. Sellers shall also share the final realized Price with other Bidders and other Bidders shall have option to match the highest Bid within 2 days of intimation from Seller. Sellers shall have the final right to award at realized Price to multiple Buyers and allocate partial quantity.

6 Signing of Contract

6.1.Seller shall notify (“Letter of Award”) the successful Bidder within 3 business days of opening of Price Bid

6.2.Seller and Buyer shall sign the Contract within 3 days of “Letter of Award”

6.3.Bidder shall not have an option to withdraw its Bid post Bid Opening

Part 2- Scope of Hydrocarbon Offtake

1. Period

The Hydrocarbon produced from Amguri field and available Ex-Works at Tank Farm, AM-6, Seyleng Tea Estate, Amguri Field, Jorhat District, Assam during the period 15th Oct 2023 to 30th Nov 2023 with an option to extend for another 1 month at Seller's option at Seller's The successful Bidders (Buyers) shall have to enter into COSA with the Sellers.

2. Delivery Terms

2.1. Delivery Terms shall be Ex-Works- Loading Terminal

2.2. Loading Terminal means (i) the "Truck Loading Facility ("TLF") located at Tank Farm, AM-6, Seyleng Tea Estate, Amguri Field, Jorhat District, Assam.

2.3. Delivery Point (the "**Delivery Point**") means the nozzle of the loading arm connecting to the Buyer's tank truck at the Truck Loading Facility (TLF) located at Tank Farm, EPS-6, Seyleng Tea Estate, Amguri Field, Jorhat District, Assam. The quantity shall be determined in accordance with the industry standard practice at the Loading Terminal.

2.4. **Custody Transfer Point** means the Delivery Point where the title and risk of Hydrocarbon or Condensate passes on to the Buyer without any recourse to Sellers

2.5. Any Charges or losses on transportation of Hydrocarbon post Delivery Point shall be borne by Buyer.

2.6. Each Fortnight in a calendar month during which selling entitlements of each Seller for the Condensate from Amguri Block is delivered at the Delivery Point ("**Delivery Period**").

3. Quantity, Offtake and Scheduling

3.1. Sellers shall deliver quantity of approximately 450 barrels per Day. Entitlement of each of the Sellers (As per PSC) shall be notified by Oilmax.

3.2. During the Term, the daily contract quantity of Hydrocarbon to be lifted by the Buyer is MDCQ. However, Seller shall make sure that MDCQ are made available to Buyer subject to reservoir behavior and field maintenance.

3.3. Buyer shall make best endeavors to offtake MDCQ as notified and as made available by the Operator (as identified under the PSC) on behalf of Sellers such that production (Hydrocarbon & Gas) in the Amguri Block is not interrupted due to non-evacuation of extracted Hydrocarbons in the storage tanks of Seller.

3.4. Buyer shall make sure that preventive maintenance is planned in a such way it shall offtake entire MDCQ throughout the Period.

- 3.5. Seller indicates that during offseason (November to March), due to limited offtake of gas from sales pipeline, the Amguri field's production may reduce which may change DCQ and MDCQ. Seller shall inform Buyer in case of change in DCQ.
- 3.6. **Day** shall start at 6 AM on each day and shall end after 24 Hr.
- 3.7. On daily basis, Seller shall issue notice to Buyer about available quantity and timelines (window of time available) to the Buyers to lift the Hydrocarbon. On daily basis the Buyer shall arrange for transportation of Hydrocarbons from the Delivery Point to off take entire DCQ. Daily (on or before 7 pm), Seller shall provide Buyer the quantity of Hydrocarbon available to be lifted on the next day by 6 am and Seller shall make sure to lift it by 10 am
- 3.8. Buyer shall appoint a representative (**BR**) who shall be available at site and shall receive Seller's notice, witness loading, witness sample collection, witness laboratory analysis , sign Delivery Challan and certificates.
- 3.9. After loading of oil bowsers at Delivery Point, tank temperature shall be measured and two set of samples shall be collected by Top Middle Bottom (TBM) method from each compartment of oil bowsers each for Buyer and Seller. Sample collected for Buyer shall be sent to Buyer's laboratory to calculate Basic Sediment and Water (**BS&W**).
- 3.10. Alternately Buyer shall appoint a third party auditor/surveyor ("**TPA**"), approved by Sellers at Amguri filed to (1) measure quantity (2) measure quality i.e. BS&W of Hydrocarbon delivered by Seller at Delivery Point. The TPA shall issue Delivery Certificate ("**DC**") on daily basis and a complied DC at the end of each fortnight. The same DC shall be used by Seller to raise invoices. In case, TPA is not able to release DC, Seller shall issue DC which shall be used for invoicing purpose till such time TPA restarts to issue DC. The cost of TPA and sampling shall be borne by Buyer.
- 3.11. The total Quantity delivered in a Fortnight means total of Delivery Quantity (Quantity of Hydrocarbons loaded at Delivery Point at ambient temperature) at Custody Transfer Point over all days of the Fortnight measured at ambient temperature ("**Fortnightly Quantity**")
- 3.12. Buyer shall offtake entire MDCQ of Hydrocarbon produced from Amguri. If Buyer fails to lift any Quantity on any Day, Buyer shall pay for the entire amount of Hydrocarbon and Condensate made available by the Seller at Delivery Point. The reconciliation of Quantity shall be done on a weekly basis
- 3.13. The current storage capacity at Amguri field can store and process Hydrocarbon for one day. Hence, on daily basis, it is critical that Buyer shall lift entire MDCQ made available by the Seller. On daily basis, Buyer shall make sure availability of enough Transports to (1) avoid any delay and (2) make sure entire MDCQ is lifted so as it does not affect Amguri field's production.

- 3.14. Buyer shall make arrangements with owners of oil bowers (“**Transporters**”) to offtake DCQ from Delivery Point. All the arrangement with Transporters shall be at the cost of the Buyer. As per requirement, Buyer shall make arrangements of dedicated parking/waiting area for vehicles/manpower of Transporters.
- 3.15. Buyer shall make sure Transporter’s vehicles shall qualify HSE guidelines followed by Seller.
- 3.16. Buyer shall provide to Seller an undertaking from the Transporter that they shall follow all HSE guidelines set out under PSC and various policies issued by state and central agencies but not limited to MoPNG, DGH, CPCB, SPCB, OISD etc.
- 3.17. Sale shall be subject to Government policy and any advisories issued by DGH or MOPNG, DGMS, APCB etc

4. Specification of Hydrocarbon

Amguri Hydrocarbon is as made available at the time and place of loading at Amguri field. As per latest test report, refer Annexure-4 for specifications of Amguri Hydrocarbon.

Sellers agree to sell and Buyer agrees to purchase the all the Hydrocarbons produced from Amguri Field. The Sellers do not provide any warranty for a particular use for Amguri Hydrocarbons and do no guarantee the end use suitability to the Buyers. The Sale of Crude and Condensate shall be without prejudice to terms of the Production Sharing Contract.

5. Price

The Ex-Works/FCA Price, in US Dollars, per Barrel of Amguri Hydrocarbon and Condensate shall be equal to “A+B” Wherein, A and B are as below,

“A” = Arithmetic Mean of all FOB Quotes published for Dated Brent in Platts Hydrocarbon Marketwire, USD/Barrel for the Delivery Period in which Amguri Hydrocarbon is delivered at the Delivery Point.

+ (Plus)

“B” = Premium/Discount, up to two decimal places in ‘+’ or ‘-’, USD/Barrel, for premium/discount for ‘additional quality’ of Hydrocarbon (to be quoted by Bidder)

The conversion from USD to INR shall be on the basis of average of Financial Benchmark India Limited (FBIL) Reference Rates for the month preceding the month in which the Hydrocarbon and Condensate is delivered

As per Gazette notification dated 11th Jul 2022 released by MoPNG, realized Price shall be always equal to or more than the “price of the Indian Basket of Crude Oil, as calculated by Government Agency on monthly basis”

6. Measurement and Testing

- 6.1. It is entirely Buyer's responsibility to arrange the tanker transport at its own cost and to ensure its timely availability at the Delivery Point as per the schedule agreed between the Parties and updated from time to time.
- 6.2. All measurements shall follow ASTM standards. Procedure to measure and Test Hydrocarbons shall be as per **Annexure 5**.
- 6.3. The maximum BS&W permitted is 0.5% by volume. If the lab report for any loading results in BS&W of more than 0.5%, such excess shall be deducted from Delivered Quantity to get the actual quantity of Hydrocarbon delivered.

7. Invoicing:

7.1. The Seller shall submit invoice for each Delivery Period.

7.2. The invoiced values shall be equal to:

$\text{Price in INR} = \text{Price in USD (As per clause 5 of Part 2 of NIT))} \times \text{Exchange Rate in INR/USD} \times \text{Fortnightly Quantity of Hydrocarbon in Barrels}$

7.3. Every month has two Delivery Periods one from the 1st of the month till 15th of the month and the second Delivery Period will be from 16th of the month till end of the month.

7.4. The Sellers shall raise separate invoices in Electronic form for their respective share of quantity of Hydrocarbon delivered.

8. Payment Terms

8.1. Advance payment for weekly offtake shall be carried out before commencement of offtake in each week. During initial period of 15 days, tanker wise advance payment shall be made against cash call raised by Amguri JV partners.

9. Security Deposit, Bank Guarantee (BG) /Standby Letter of Credit (SBLC)

Buyer shall provide a guarantee by way of unconditional and irrevocable performance BG or SBLC or security deposit (cash deposit) for an amount equivalent to INR 20 Lac with a validity for 4 months, to be split equally and provided for each Seller.

Sellers are entitled to withhold loading of Hydrocarbon if the value of Performance BG or SBLC or security deposit does not cover the value of shipment in full

10. Taxes and Duties

All taxes, levies including VAT, GST, duties etc. arising on and after delivery of Hydrocarbon at Custody Transfer Point shall be in the scope of Buyer. Any taxes, duties of similar nature payable on the sale(s) of Hydrocarbon under this contract shall be borne/reimbursed by the Buyer.

11. Mobilization, site preparedness and local condition

- 11.1. In order to understand the Standard Operating Procedure at Delivery Point, Buyer shall visit the Delivery Point before submitting Bid and successful Bidder shall mobilize at Delivery Point at least 3 days prior to commencement of Period of Contract.
- 11.2. Buyer shall submit the permits, checklists and other necessary documents for the oil tankers planned to be deployed at least 3 days prior to deployment of transportation tanker
- 11.3. It is imperative for Buyer to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the Offtake of Hydrocarbon. The Buyer shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract. No request will be considered for clarifications from the Seller regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Buyer while submitting the Bids. Failure to do so shall not relieve the Buyer from responsibility to offtake Hydrocarbon within the provided timeframe. Seller shall assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract.
- 11.4. Seller shall not permit any changes to the Period or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of offtake of Hydrocarbon.
- 11.5. Buyer shall take care of all local relations, repair of roads, community welfare measures etc on the way from Delivery Point. If Seller spend any money on roads or community welfare measures on behalf of Buyer, then the Seller shall recover the amount from Buyer

12. Buyers Obligation

- 12.1. The Hydrocarbon sold shall be exclusively used, processed, refined, stored at the Buyer's Facilities, unless agreed otherwise between the Parties in writing.
- 12.2. The Buyer covenants and undertakes that it shall not commit an Unauthorized Use of Hydrocarbon sold and delivered shall at all times use (or allow the use of) Hydrocarbon purchased hereunder solely for the consumption in the Buyer's Facilities. For the purposes of this clause, "Unauthorized Use" of Hydrocarbon means any act on the part of the Buyer resulting in any quantities of Hydrocarbon not being used for the purposes as stated under this NIT.
- 12.3. Buyer or Buyer's designee shall take delivery of the Hydrocarbon at the Delivery Point and shall cause the Hydrocarbon to be transported to Buyer's Facilities and shall make all requisite

- 12.4. Buyer shall furnish the Seller with all supporting documents to evidence such movement of Hydrocarbon from the Delivery Point to Buyer's Facilities.
- 12.5. Buyer covenants that it shall not sell (or purport to sell) or transfer title in any manner whatsoever to the Hydrocarbon purchased hereunder (or commit to do any of the foregoing).
- 12.6. Buyer shall ensure receipt, offtake and transportation of the Hydrocarbon from the Delivery Point to Buyer's Facilities.
- 12.7. The Buyer shall furnish utilization certificate or statement of value added products manufactured from the Hydrocarbon on a monthly basis to the Seller for the quantity of Hydrocarbon purchased from the Seller.
- 12.8. The Seller shall have the right to designate a representative who shall at all times, during the Period, and have complete access to the Buyer's Facilities to inspect the storage, handling and processing facilities of the Hydrocarbon. The Buyer shall duly maintain proper records of production, sales and inventory of stocks, which shall be made available for verification by the Seller's representative during such inspection. Compliance to all statutory and regulatory requirements under the laws shall be the sole responsibility of the Buyer. The Buyer shall abide by all statutory / regulatory orders / guidelines in force from time to time during the subsistence of this NIT.
- 12.9. The Seller shall allow Buyer to offtake the Hydrocarbon only after submission of duly attested copies of all the requisite documents, certificates and licenses as demanded by Seller at their sole discretion from time to time and the contents of copies stated in item above are scrutinized and accepted by the Seller.
- 12.10. The Buyer / Buyer's representative (BR) shall ensure strict adherence to the Standard Operating Procedure ("**SOP**") for safely loading and dispatching of the Hydrocarbon to the Buyer's Facilities. Refer Annexure 5 for guidelines on SOP.
- 12.11. A detailed SOP will be prepared by the Seller in consultation with the Buyer, prior to commencement of sale of the Hydrocarbon.
- 12.12. The Buyer hereby undertakes and warrants that it has conducted and shall conduct its business in accordance with the highest ethical standards and it shall comply with all applicable Laws in the performance of its obligations under this NIT including all Laws dealing with ethical business practices viz., the Foreign Corrupt Practices Act 1977, the UK Bribery Act, 2010 and the Prevention of Corruption Act, 1988.
- 12.13. Buyer represents and warrants to the Seller that it has (and shall continue to have during the term of this NIT) all the requisite legal and regulatory permissions, contents and approvals which may be necessary for maintaining Buyer's Facilities and for using, processing, storing transporting, etc the Hydrocarbon purchased under this NIT.
- 12.14. Buyer represents and warrants that, it shall ensure safe storage, transportation and processing of Hydrocarbon such that there is no theft/pilferage of Hydrocarbon purchased

under this NIT and also that there is no tampering or alteration of the measurement equipment at the Delivery Point(s) or otherwise.

- 12.15. The Buyer shall defend, indemnify and hold the Seller harmless from and against any and all losses, costs, damages and expenses of any kind (including penalties and reasonable attorney's fees) directly or indirectly arising from the Buyer's (i) breach of this NIT; (ii) and any failure to comply with applicable laws and regulations

13. Safety and Compliance

The Buyer and their transporter shall comply with all applicable rules and regulations and comply with safety and environmental requirements.

Part 3- Conditions of Contract

1. Indemnity

1.1. Any loss, damage, liability, cost and/or expense related to:

- 1.1.1. Any injury to, ill health, disease or death of an employee or a contractor or subcontractor of a Party (or any employee of such contractor or sub-contractor); and/or
- 1.1.2. Actual physical loss to a Party's facilities;

which is caused by either Party's operations at or near the Custody Transfer Point, shall be borne by the Party causing such loss, damage and/or cost or the Party which has engaged the relevant employee or contractor or sub-contractor, causing such loss, damage and/or cost and the Party bearing as aforesaid such loss, damage, liability, cost and/or expense shall defend, indemnify, hold harmless and release the other Party in respect of such loss, damage, liability, cost and/or expense.

1.2. Whenever a Party (the "Indemnitee") becomes aware of a claim in respect of which it shall or may be entitled to require the other Party (the "Indemnitor") to defend, indemnify, hold harmless and release it pursuant to this Article above, the Indemnitee shall promptly notify the Indemnitor and the Indemnitee shall take such action as the Indemnitor may reasonably request to avoid, dispute, resist, appeal, compromise or defend the relevant claim and any judgement in respect thereof, subject to the Indemnitee being indemnified and secured to its reasonable satisfaction by the Indemnitor against all losses, costs, damages and expenses relating to such claim including, without limitation, those thereby incurred or to be incurred. If the Indemnitor does not request the Indemnitee to take any appropriate action as aforesaid, or shall fail to indemnify and secure the Indemnitee to its reasonable satisfaction within twenty-eight 28 days of the notice to the Indemnitor, the Indemnitee shall be free to pay or settle the relevant claim on such terms as it may in its absolute discretion think fit and thereafter recover from the Indemnitor pursuant to the Indemnitee's rights under this Article

2. Termination

2.1. Termination for Cause

If any Party, is in material breach under this Contract, the other Party shall deliver a written notice to the defaulting Party and provide the defaulting Party 10 Days' time to rectify the default ("Cure Period", which Cure Period can be mutually extended by the Parties). If the defaulting Party fails to rectify the default within the Cure Period (as may be extended) the Contract shall stand terminated on the last day of the Cure Period. In such case, the Term of this Contract shall end as of the last date Cure Period (as may be extended).

2.2. The Seller, at any time, terminate this Agreement by giving the other party 5 days' notice

2.2.1. if the Buyer fails to uplift the Hydrocarbon extracted for continuous period of 3 days

2.2.2. If the Buyer fails to take delivery of the Hydrocarbons that it is obligated to do so under this Term Sheet and such failures are not excused by any other provision in this Term Sheet

2.2.3. if the Buyer becomes bankrupt or insolvent, has a receiving order issued against it;

2.2.4. if the Government of India exercises its' right under the Production Sharing Contract to uplift Condensate from the Amguri Block

2.2.5. if the Buyer has insolvency, receivership, reorganization, bankruptcy, or proceedings of a similar nature brought against it and the proceedings are not dismissed or effectively stayed within 30 (thirty) days of such commencement.

2.2.6. if the Buyer assigns or transfers this Term Sheet or any right or interest herein, in violation of the provision of the Term Sheet;

2.2.7. If the Buyer has failed to pay any amount due and payable to the Seller as per the terms outlined in this Term Sheet and is in persistent, material default, then the Seller has the right to terminate and also encash the Bank Guarantee or Security Instrument provided from the Buyer to the Seller

2.2.8. if the Buyer fails to abide by the rules and regulations relating to safety measures, fails to obtain required approvals or permits to uplift the Condensate or is in on-compliance with the requirements under applicable law for fulfilling its obligation under this Term Sheet; or

2.2.9. if the Buyer has committed a material breach of this Term Sheet.

2.2.10. Hydrocarbon production operations have ceased or suspended due to scheduled maintenance at Seller facilities.

2.2.11. The Buyer assigns any or all of its rights or obligations under this Term Sheet without the prior written consent of Seller.

2.2.12. Any Unauthorised Use of Crude Oil by the Buyer

2.3. Any of the Parties can terminate this Term Sheet by serving a notice of 90 days in writing

2.4. Effect of Expiry of the Term and Termination

2.4.1. If this Contract is terminated, Sellers shall be entitled to any amount already due and payable to Sellers prior to such termination, but not paid.

- 2.4.2. If this Contract is terminated due to default by Buyer, then Sellers shall be entitled to all amount already due and payable to Sellers prior to such termination, but not paid and all amount payable towards DCQ which could have been delivered at Delivery Point at an agreed price till such a time a new Buyer is identified by Sellers.

3. Insurance

- 3.1. Buyer at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Seller against all risks. The form and the limit of such insurance should be as acceptable to the Seller. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Buyer alone. Buyer's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Buyer's account. Buyer shall cover insurance with Indian Insurance Companies
- 3.2. Buyer shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others for Buyer and his employees and shall ensure the compliance of Insurance for transporter or any other sub-contractor of Buyer involved in Offtake of Hydrocarbon from Amguri field:
- 3.2.1. Workman Compensation and/Employers' Liability Insurance: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- 3.2.2. Commercial General Liability Insurance: Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Buyer required to fulfil the provisions under this Contract.
- 3.2.3. Comprehensive General Automotive Liability: Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- 3.2.4. Carrier's Legal Liability Insurance: Carrier's Legal Liability Insurance in respect of all Buyer's items to be transported by the Buyer to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- 3.2.5. Public Liability Act Policy: Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

- 3.2.6. Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): Buyer shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage
- 3.2.7. Buyer's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards)
- 3.3. Waiver of Subrogation: All insurance policies of the Buyer with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

“The insurers hereby waive their rights of subrogation against Oilmax Energy Private Limited, Assam Company India Limited or any of their employees or their affiliates and assignees”

4. Force Majeure

- 4.1. No Party shall be responsible for any failure or delay in fulfilling any terms of this Contract caused due to Force Majeure.
- 4.2. The term "Force Majeure" shall mean unavoidable causes reasonably beyond the control and without the fault or negligence of either party and shall be limited to following events: acts of God or sabotage, fires, floods, cyclones, typhoons, earthquakes, wars (declared or undeclared), hostilities, invasion, blockades, riots, epidemics, quarantine restrictions, nationwide strikes, freight embargos, civil commotion or any order of Government, any court, local authority having jurisdiction or anybody or person purporting to be or to act for such authority.
- 4.3. In the event of Force Majeure, the affected Party shall provide notice promptly and in no case later than 48 hours after the occurrence of event of Force Majeure, notify the other Party with respect to the ongoing Force Majeure event, giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons of its suspension and the affected Party's ability to recommence performance of its obligations under the Contract as soon as possible.
- 4.4. The Party asserting the claim of Force Majeure shall have the burden of proving the circumstances constitute valid grounds of Force Majeure under this article and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure.
- 4.5. In the event of Force Majeure, the Parties agree to use best efforts to remedy the event of and mitigate the effect of Force Majeure.

5. Dispute Resolution

5.1. General

The Parties shall use their best efforts to settle amicably all disputes, differences or claims arising out of or in connection with any of the terms and conditions of this Contract or concerning the interpretation on or performance thereof.

Subject to the provisions of this Contract, the Parties hereby agree that any controversy, difference, disagreement or claim for damages, compensation or otherwise (hereinafter in this Article referred to as a "dispute") arising between the Parties, which cannot be settled amicably within 90 days after the dispute arises, may (except for those referred to in Article 5.1.1, which may be referred to an Expert) be submitted to dispute resolution mechanism as at Article 5.2 for final decision as hereinafter provided.

5.2. Technical Expert

5.2.1. Matters which, by the terms of this Agreement, the Parties have agreed to refer to a technical expert and any other matters which the Parties may agree to so refer, may be referred to a sole technical expert ("Expert") who shall be an independent and impartial person of international standing with relevant qualifications and experience, appointed by an agreement between the Parties and who shall not, by virtue of nationality, personal connection or commercial interest, have a conflict between his/her own interest and his/her duty as a sole expert. In the event that the Parties fail or are unable, to agree on an Expert within 30 days or such longer period as may be mutually agreed by Parties, the matter shall be referred to dispute resolution mechanism. Any Expert appointed shall be acting as an expert and not as an arbitrator and the decision of the Expert on matters referred to him/her shall be final and binding on the Parties and shall not be subject to further arbitration.

5.2.2. The Parties intend that the Expert will primarily deal with "technical matters" (meaning matters involving issues including metering or measurement of the products and payment disputes which are capable of determination by reference to engineering or scientific or commercial knowledge and practice). Fees and expenses of an Expert appointed by the Parties shall be borne equally by the Parties.

5.2.3. The venue of the Expert pursuant to this Article, unless the Parties agree otherwise, shall be Mumbai, India and shall be conducted in the English language. Insofar as practicable, the Parties shall continue to implement the terms of this Agreement notwithstanding initiation of proceedings before an Expert, or and any pending claim or dispute.

5.2.4. The fees and expenses of an Expert appointed by the Parties shall be borne equally by the Parties.

6. Arbitration

- 6.1. The agreement shall be subjected to Indian laws both substantive and procedural, rules and regulations and notifications etc. issued under such laws and the court at Mumbai shall have exclusive jurisdiction in the matter.
- 6.2. The Parties shall try their best to resolve any difference or disputes between them first by mutual discussion. However, if parties are unable to resolve their disputes mutually or through conciliation, then the dispute shall be settled through arbitration. The parties shall first mutually choose any arbitral institutions and then the claimant shall refer the dispute to that arbitral institution. The arbitration shall be conducted by the arbitral institution chosen by the parties as per the arbitration clause and as per the arbitration rules prescribed by it and applicable at the time of reference.
- 6.3. It is expressly agreed by the parties that if they are unable to mutually agree upon the arbitral institution within 90 days of the notice from the claimant, the dispute will be referred to below list of arbitration institution (in the order of preference as listed below).
- 6.3.1. Indian Council of Arbitration (website: icaindia.co.in)
- 6.3.2. Delhi International Arbitration Centre (Website: dacdelhi.org)
- 6.3.3. Nani Palkhiwala Arbitration Centre, Chennai
- 6.3.4. Scope Forum of Conciliation and Arbitration (Website: scopeonline.in)
- 6.4. Notwithstanding anything contrary in the rules framed by the arbitral institutions chosen by the parties, parties agree that:
- 6.4.1. Arbitral Institution will hold arbitration meetings in the city where it has its office and which is nearest to Mumbai or Delhi.
- 6.4.2. For the purpose of Section 20 of the Arbitration and Conciliation Act, 1996, Mumbai shall be the place of the arbitration or at the place mentioned in the contract to be the seat of Arbitration or Parties to Contract agrees.

7. Entire Contract, Amendments, Waiver and Miscellaneous

- 7.1. This Contract supersedes and replaces any previous Contract or understanding between the Parties, whether oral or written, on the subject matter hereof, prior to the execution date of this Contract.
- 7.2. In the event of any conflict between the terms of this Contract and the terms of the production sharing contract, the terms of the production sharing contract shall prevail. The Buyer acknowledges that the Seller are bound by the terms of the production sharing contract and the directions of the Government of India (and its departments and ministries) and nothing done by the Seller in pursuance of the production sharing contract and/or the directions of the Government of India (including its departments and ministries) shall constitute a violation of the terms of this Contract.

- 7.3. This Contract shall not be amended, modified, varied or supplemented in any respect except by an instrument in writing signed by all the Parties which shall state the date upon which the amendment or modification shall become effective.
- 7.4. No waiver by any Party of any one or more obligations or defaults by any other Party in the performance of this Contract shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.
- 7.5. No assignment or other transfer of any right, title or interest in this agreement shall be made by any party without the prior written consent of the other party(ies), which shall not be unreasonably withheld provided that in the case of any Party constituting the Sellers, each such Party shall be entitled to assign its interest, rights and/or obligations in and under this Agreement to any third party if it has concurrently assigned its corresponding interest, rights and/or obligations in and under the PSC in accordance with Article 28 of the PSC.
- 7.6. The provisions of this Contract shall inure to the benefit of and be binding upon the Parties and their permitted assigns and successors in interest.
- 7.7. In the event of any conflict between any provisions in the main body of this Contract and any provision in the Annexures, the provision in the main body shall prevail.
- 7.8. The headings of this Contract are for convenience of reference only and shall not be taken into account in interpreting the terms of this Contract.
- 7.9. Reference to any law or regulation having the force of law includes a reference to the law or regulation as from time to time may be amended, or re-enacted.
- 7.10. A reference in this Contract to the word 'including' shall also mean 'including but not limited to'.

Annexures

Annexure 1: Location Map of Contract Area

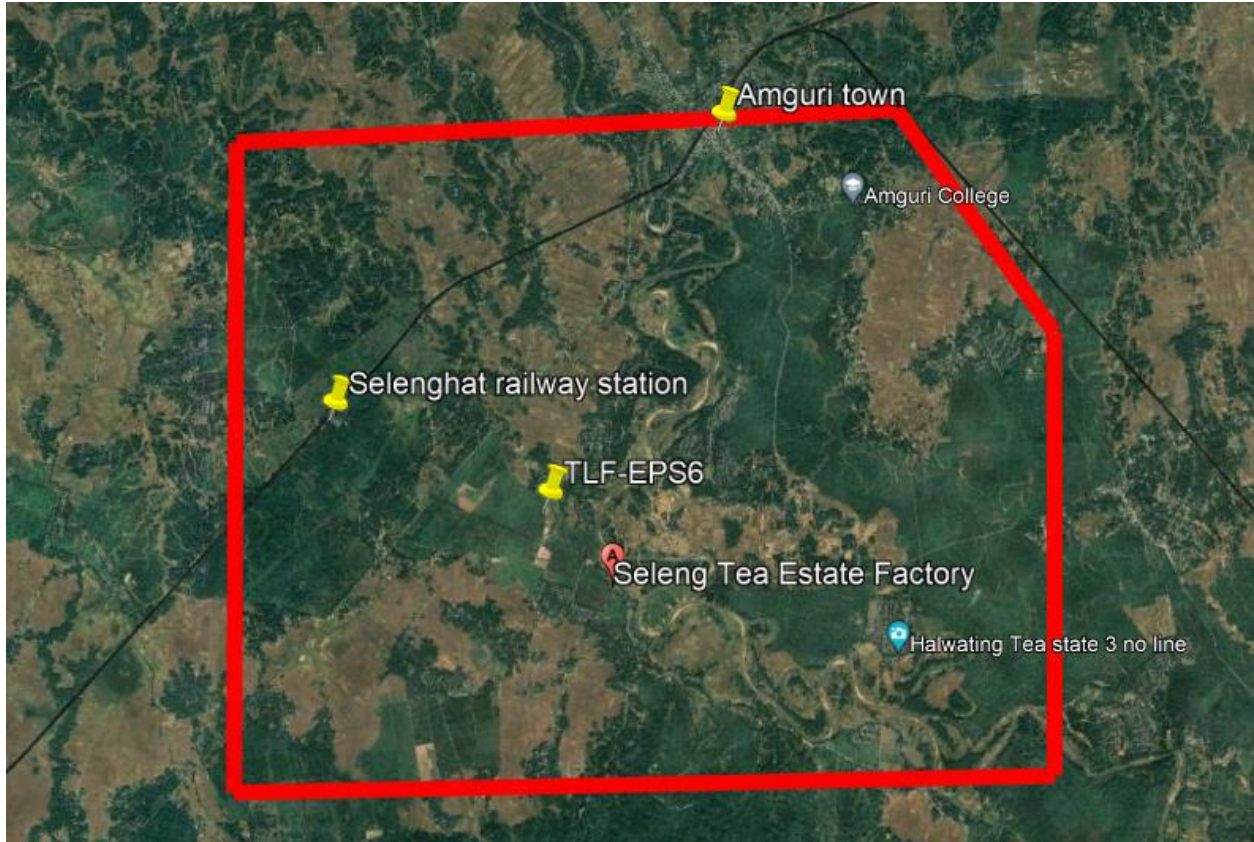
Annexure 2: Bid bond

Annexure 3: Priced bid form

Annexure 4: Test Report of Amguri Crude and Condensate

Annexure 5: Loading, Unloading, Sampling and Measurement

Annexure 1- Location map of Contract Area



Annexure 2- Bid Bond

Not Applicable

Annexure 3- Priced Bid Form

Bidder shall quote premium/discount (“**B**”) in USD/Bbl over and above Dated Brent

Particular	Bid Quantity	UOM	Bid Value
“ B ” = Premium, up to two decimal places in ‘+’ or ‘-’, USD/Barrel, (Bidder to quote). in Bbl/Day	USD/Barrells	\$..... per bbl

Annexure 4- Test Report

Characteristic		As such
Density at 15°C, kg/liter		0.7485
Specific Gravity at 60/60 °F		0.7488
°API Gravity		57.47
Reid vapor pressure, kPa at 37.8 °C	kg/cm ²	0.759
	kPa	74.5
Kinematic Viscosity, cSt, at 20 °C		0.81
Pour point, °C		< - 27
Salt content, Lb/1000 bbl (PTB)		1.0
Sulfur Total, ppm		266.1
Total Nitrogen, ppm		22.0
Micro carbon residue, % wt.		0.06
Asphaltene content, % wt.		0.02
Wax content, % wt.		0.31
BS&W, %vol.		Traces
Water content, ppm		185
Total acid value, mg KOH/g		0.04
Trace Metals, ppm	Iron(Fe)	1.79
	Nickel(Ni)	<1
	Copper(Cu)	<1
	Vanadium(V)	<1
Light Hydrocarbon Analysis, %wt.	C1	Traces
	C2	0.1
	C3	0.9
	iC4	0.5
	nC4	0.3
	iC5	0.1
	nC5	Traces
	Total	1.9
LPG POTENTIAL (C ₃ +C ₄)		1.7

Annexure 5- Measurement, Sampling and loading

1. Purpose

This procedure explains the steps that must be followed and the precautions to be taken while loading oil tankers according to its volumetric calibration and oil sample collection using Top Middle Bottom sampler (TMB) from oil dispatch tankers.

2. Scope

The procedure applies to Tank Farm, AM-6, Seyleng Tea Estate, Amguri Field, Jorhat District, Assam

3. Health & safety requirements

- 3.1. Make sure floors [walking and working surface] is clean, free of slip, trip or fall hazards, protrusions, nails, biological hazards etc, all openings covered, or barricaded & proper drainage (in an orderly manner) is maintained.
- 3.2. Always maintain normal body positions when (seated or standing) while working. Lifting and twisting in combination not to be done in any case.
- 3.3. Maintain normal body position while using hand tools.
- 3.4. All personnel involved in operations shall wear protective equipment Coverall, Safety goggles, Hand gloves, ear plugs, safety boots and gas mask.
- 3.5. Make sure that the access ladders to the top of tankers should not be slippery
- 3.6. Ensure electrical earthing cables are connected to the tanker body throughout the loading process.

4. Procedure

4.1. Pre-checks before loading oil tanker

- 4.1.1. Ensure that there is no hot work or ignition source in the area.
- 4.1.2. Gas test shall be carried out and recorded.
- 4.1.3. Ensure the availability of fire extinguisher, fire water hose and fire water header pressure.
- 4.1.4. Make sure the tanker is parked properly.
- 4.1.5. Confirm the tanker engine is switched OFF.
- 4.1.6. Confirm for tanker hand brake application.
- 4.1.7. Ensure loading hose condition is healthy before loading.

- 4.1.8. Ensure that all valves in tanker manifold are in closed condition.
- 4.1.9. Tanker checks to be done before entry as per the Bowser Entry permit with HSE checklist.
- 4.1.10. Ensure electrical earthing cables are connected to the tanker body throughout the loading process.

4.2. Procedures to load oil tankers.

- 4.2.1. Oil tanker to be loaded should be drained properly and it should be made sure that the tankers are emptied before starting loading operation.
- 4.2.2. Ensure that all the storage tanks outlet lines are isolated from the dispatch pumps 801-A & 801-B suction header. The dispatch tank physical dip should be taken before lining up the tank for dispatch.
- 4.2.3. Before starting the loading procedure, ensure that the 2”150# B.V at the discharge line of dispatch pump 801-A connecting to oil loading header is in isolated condition.
- 4.2.4. Tanker loading should be carried out with one dispatch pump at a time and the idle dispatch pump’s discharge line G.V should be kept in isolated condition.
- 4.2.5. Tankers are loaded against the tanker calibration certificate provided by the tanker contractors.
- 4.2.6. The tanker top-up opening is closed manually and individual sealing tags with serial numbers are used to seal each compartment. Finally, the tanker oil compartment locking mechanism is provided with lock and key.

4.3. Procedure to collect oil sample with TMB sampler (ASTM d 7831)

- 4.3.1. Ensure that TMB sampler where oil sample to be collected is rinsed properly and is in clean condition. Also make sure it is free from water particles or moisture.
- 4.3.2. After loading of tanker is completed, sample from all the compartments will be collected from the tanker top-up opening using TMB sampler.
- 4.3.3. Carefully insert the TMB sampler inside the 1st compartment of the oil tanker till it comes in contact with the bottom of the vessel body of the tanker.
- 4.3.4. Pull the spring-operated lifter and open the lids of all the three sample containers spaced equidistantly on the TMB sampler and start taking the sample (samples will be collected from top, middle and the bottom section of the compartment and each sample container has 1/3 litres capacity.)

- 4.3.5. Release the lifter slowly and start retrieving the sampler form the 1st compartment of the tanker.
- 4.3.6. Continue to collect sample from the 2nd and the 3rd compartment respectively.
- 4.3.7. After completion of sample collection, collect the aggregate volume (3 litres) in a sample container/beaker, and a composite sample is made.
- 4.3.8. Make sure to close the lid or cap of the container/beaker and mark the date, time, temperature and Tanker vehicle no. on the sample container.
- 4.3.9. Send the sample containers to lab for centrifuge test.

5. Environmental Aspects

Environmental aspects	Control measure
Spillage/ leakage of rinsed well fluid	Dispense rinsed condensate or well fluid during sampling to CDD. Oil spills/ leaks are cleaned with cotton rags and stored in green garbage bins, which are disposed as per waste management plans.
Generation of noise during pump operation	Use of PPEs and rotation of personnel is done. Exposure duration is within limits. Audiometry tests are conducted every year to the personnel exposed to high noise levels.