



**Amendment 8 to  
Notice Inviting Tenders  
OEL-OEL-IND-OFD-GEN-CMC-011-002  
(Under National Competitive Bidding)  
to Offtake  
Hydrocarbon (Crude) produced from  
Oil Block CB/ONDSF/INDRORA/2021  
Date of Release of NIT: 17-Nov-2023  
Date of Amendment 8: 12-January-2024**

All clauses of NIT are amended as follows:

Oilmax Energy Private Limited (Oilmax), a E&P company (“Seller”) has entered into a Revenue Sharing Contract (RSC) with Government of India for Oil Block Indrora (CB/ONDSF/INDRORA/2021) (“Field”) located in Gandhinagar district of Gujarat of India (refer Annexure 1). Seller intends to sell Hydrocarbon (Crude) produced from the Field.

Seller invites Bids from eligible Bidders having the necessary experience, capability and requisite statutory & regulatory clearances, to offtake Hydrocarbon from the Field. The Hydrocarbon shall be available during the period from 1<sup>st</sup> Jan 2024 till 31<sup>st</sup> Dec2026 with an option to extend for 2 years. at nozzle of the loading arm connecting to the Buyer’s tank truck either at (1) Tank farm, Indrora EPS, Palaj, of Indrora Oil Block (CB/ONDSF/INDRORA/2021), Gandhinagar District, Gujarat or (2) If Buyers refinery is equipped with ONGC’s pipeline for receiving ONGC crude, then delivery point shall be ‘inlet flange of refinery’ (the “Delivery Point”) The successful Bidder shall be referred to as Buyer. Buyer and Seller shall be collectively referred as Parties.

The NIT for Offtake of Hydrocarbon produced from CB/ONDSF/INDRORA/2021 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-IND-OFD-GEN-CMC-011-002
b.	Bid Submission	Via email on <a href="mailto:indrorabids@oilmax.in">indrorabids@oilmax.in</a> (a separate email ID has been created to receive e-bids)
c.	Bid Bond	NIL
d.	Bid Bond validity	NIL
e.	Bid Closing Date & time	23:30 hrs IST, 17 <sup>th</sup> January 2024
	Technical Bid Opening	14:00 hrs IST 18 <sup>th</sup> January 2024
g.	Bid Validity	120 days from Bid Opening date and time
h.	Scope of Work	Offtake of Hydrocarbon (Crude) from Indrora Block (CB/ONDSF/INDRORA/2021)
i.	Term of the Contract	<del>1st Jan 2024 till 31st Dec 2026</del> with an option to extend for 2 years
j.	Quantity of Hydrocarbon for Sale	Year 1:70 bbl/day on best endeavour basis Year 2:130 bbl/day on best endeavour basis Year 3: 200 bbl/day on best endeavour basis
k.	Location of Offtake	nozzle of the loading arm connecting to the Buyer's tank truck at either at (1) Tank farm, Indrora EPS, Palaj, of Indrora Oil Block (CB/ONDSF/INDRORA), Gandhinagar District, Gujarat or (2) If Buyers refinery is equipped with ONGC's pipeline for receiving ONGC crude, then delivery point shall be 'inlet flange of refinery' (the "Delivery Point")
l.	Performance Bank Guarantee (PBG) value	Nil
m.	Address of Communication	Head-Procurement Oilmax Energy Private Limited 3A- Omkar E-Square, Chunnabhatti Signal, Eastern Express Highway, Sion (East), Mumbai- 400 022 Email: <a href="mailto:procurement@oilmax.in">procurement@oilmax.in</a> (for general communication) <a href="mailto:indrorabids@oilmax.in">indrorabids@oilmax.in</a> (for bid submission)  Landline No: +91 22 42441136

## 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 Seller, regardless of the outcome of the Bidding process. In order to facilitate comparison amongst the Bids on the same terms and conditions, Seller shall not accept conditional Bids.
- 1.2. The Seller reserve the right to withhold or withdraw the Bidding process at any stage with intimation to all Bidders. The Seller 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 Seller and this NIT does not impose or create any legally binding obligation whatsoever on the Seller.
- 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 120 days from the date of Bid opening
- 1.6. A Bid bond is not applicable.
- 1.7. At any time prior to the deadline for submission of Bids, the Seller 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).
- 1.8. A prospective Bidder requiring any clarification on this NIT may notify Seller through email to designated representatives of Oilmax on or before 9:00 hrs. IST, 17th January 2024.
- 1.9. Designated email ID for correspondence is [procurement@oilmax.in](mailto:procurement@oilmax.in)
- 1.10. Designated email ID for Bid submission is [indrorabids@oilmax.in](mailto:indrorabids@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/Tankers/pipeline to offtake Hydrocarbon from Delivery Point onwards.

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 relevant 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.

## 2.2. 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. 20 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 Seller 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. Bids should be submitted in two parts: (A) “Technical Unpriced Bid” and (B) “Price Bid”,

3.4. The bids shall be submitted on the email ID- [indrorabids@oilmax.in](mailto:indrorabids@oilmax.in) . Please note that Bids shall not be submitted to any other email IDs.

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 of handling Crude (e.g. Experience certificate, Agreements/MOU with other company or other documents)
- The details of the facilities,

b. Showing financial qualification

- Financial statements and
- Net worth Certificate

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 particulars as per 3.6 of Part 1

3.6. List of Bid Documents

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

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

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

3.6.4. 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)

- 3.6.5. VAT Registration (as per applicability).
  - 3.6.6. CST Registration (as per applicability).
  - 3.6.7. GST Registration (if applicable).
  - 3.6.8. Central Excise Registration (if applicable).
  - 3.6.9. Latest Balance Sheet
  - 3.6.10. Bid bond is not applicable.
  - 3.6.11. If Buyers refinery is equipped with ONGC's pipeline for receiving ONGC crude, then it shall submit Balance Sheet for any one year, CST No, details of refinery and PAN.
- 3.7. Price Bid
- 3.7.1. Seller have defined floor price for Sale of Hydrocarbons which is 'daily average of Dated Brent' (published by S&P Global)
  - 3.7.2. In the Price Bid, Bidders shall quote component "B" (Please note that "B" can be positive or negative) and is required to 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 4 and Annexure 4A). Price Bid which has been corrected or overwritten, shall not be accepted.
- 3.8. The Bids should be received at email id: [indrorabids@oilmax.in](mailto:indrorabids@oilmax.in) by 23:30 hrs IST on 17<sup>th</sup> January 2024 ("Bid Closing Date & time")
- 9. No oral, telephonic or email proposals or modifications in the Proposal shall be considered under any circumstances.
- 3.10. Discounts/rebates, if any, given in the bid shall be considered for the evaluation.
  - 3.11. 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. Bidder shall ensure that revised Bid is submitted within Bid Due Date.
- 4.2. No Bid can be modified or withdrawn subsequent to the Bid Due Date

## 5 Bid Opening and evaluation

- 5.1. The technical Bids shall be opened at 17:00 hrs IST 18<sup>th</sup> Dec 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.
- 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 for bid quantity.
- 5.6. Any unsold quantity of Hydrocarbons will be sold to the next highest value bidder.

## 6 Signing of Contract

- 6.1. Seller shall notify (“Letter of Award”) the successful Bidder within 1 business day of opening of Price Bid
- 6.2. Successful Bidder shall confirm with “Letter of Acceptance” along with 100% for the Bid Quantity.
- 6.3. Seller and Buyer shall sign the Contract as per draft Termsheet (Refer Annexure 7) immediately after acceptance of Letter of Acceptance. The Contract shall be mutually agreed.
- 6.4. Bidder shall not have an option to withdraw its Bid post Bid Opening.
- 6.5. Not used.
- 6.6. Bidder shall mobilize and make arrangements to start offtake of the Hydrocarbon within 7 days after acceptance of Letter of Acceptance.
- 6.7. Bidder is allowed to visit site till 17<sup>th</sup> Dec 2023 and collect sample from site.



## Part 2- Scope of Hydrocarbon Offtake

### 1. Period

The Hydrocarbon shall be available during the period from 1<sup>st</sup> Feb 2024 till 31<sup>st</sup> Dec2026 (“Term”) with an option to extend for 2 years .

The successful Bidder (Buyer) shall have to enter into Crude Oil Supply Agreement Contract as per draft Termsheet with the Seller. The detailed terms and conditions of the COSA shall be mutually agreed.

### 2. Delivery Terms

2.1.Delivery Terms shall be Ex. Works- Delivery Point

2.2.Loading Terminal means (i) the “Truck Loading Facility (“TLF”) located at Tank farm, Indrora EPS, Palaj, of Field (Gandhinagar District, Gujarat) or any other location as agreed between the Parties in writing.

2.3.Delivery Point (the “Delivery Point”) means either (1) nozzle of the loading arm connecting to the Buyer’s tank truck at Tank farm, Indrora EPS, Palaj, of Indrora Oil Block (CB/ONDSF/INDRORA), Gandhinagar District, Gujarat or (2) If Buyers refinery is equipped with ONGC’s pipeline for receiving ONGC crude, then delivery point shall be ‘inlet flange of refinery’.

2.4.Custody Transfer Point means the Delivery Point where the title and risk of Hydrocarbon passes

on to the Buyer without any recourse to Seller

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

2.6. Delivery period shall **be either (1) fortnightly** or (2) if Buyers refinery is equipped with ONGC’s pipeline for receiving ONGC crude, then monthly during which Hydrocarbon from Field is delivered at the Delivery Point (“Delivery Period”)

### 3. Quantity, Offtake and Scheduling

3.1.Sellers shall deliver quantity of approximately 70 barrels per Day in 1<sup>st</sup> year, 130 barrels per day in 2<sup>nd</sup> year and 200 barrels per day in 3<sup>rd</sup> year including any additional quantity (on best endeavour basis). As per workover activities, the production may increase and Seller shall notify for about the same. Any additional quantity shall be offered to buyer of best endeavour basis. Entitlement of each of the Sellers (as per RSC and its amendments) shall be notified by Oilmax to the Buyer.

3.2.During the Term, the Daily Contract Quantity (“DCQ”) of Hydrocarbon to be lifted by the Buyer is 70 barrels per Day in 1<sup>st</sup> year, 130 barrels per day in 2<sup>nd</sup> year and 200

barrels per day. However, Seller shall make sure that DCQ is made available to Buyer subject to reservoir behavior and field maintenance on best endeavor basis.

3.3. Buyer shall make offtake DCQ as notified and as made available by the Operator (as identified under the RSC) on behalf of Sellers.

3.4. The Sellers shall drain any produced water before commencing loading at Delivery Point.

3.5. Buyer shall make sure that preventive maintenance at their plant is planned in a such way it shall offtake entire DCQ throughout the Term of the Contract .

3.6. Day shall start at 06.00 hrs. IST on each day and shall end after 24 Hrs.

3. 7. On daily basis, Seller shall issue notice to Buyers 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 Hydrocarbon from the Delivery Point to off take entire DCQ. Daily (on or before 19:00 hrs IST), Seller shall provide Buyer the quantity of Hydrocarbon available to be lifted on the next day by 06:00 hrs IST and Seller shall make sure to lift it by 16:00 hrs IST. Any shortage in offtake by successful Bidder shall be sold to other Buyer as identified by Sellers. If Buyers refinery is equipped with ONGC's pipeline for receiving ONGC crude, the whole produced daily quantity will be delivered to Buyer through said pipeline and ONGC will provide certified quantity by issuing Delivery Certificate to Buyer on monthly basis.

3.8. At the Loading Terminal, the Sellers' shall have right to appoint a mutually acceptable independent inspector/surveyor (TPA) for determination of quantity and quality of the Crude Oil and the cost for such inspection shall be born by Buyer. The quantity and quality of the Crude Oil delivered as determined by the independent inspector/surveyor at the loading terminal shall be final and binding on both the Buyer and the Sellers', save for fraud or manifest error.

3. 9. Buyer shall have right to appoint a representative ("BR") who shall be available at Delivery Point and shall receive Seller's notice, witness loading, witness sample collection, witness laboratory analysis, sign Delivery Challan and relevant certificates.

3.10. After loading of Hydrocarbon in Buyer's nominated oil bowzers/storage tanks/processing facility tanks/refinery tanks etc. at Loading Terminal, tank temperature shall be measured and two set of samples shall be collected by Top Middle Bottom (TBM) method from each compartment of oil bowzers/storage tanks/processing facility tanks/refinery tanks etc. each for Buyer and Seller. Sample collected for Buyer shall be sent to Buyer's laboratory to calculate Basic Sediment

and Water (“BS&W”). Alternatively, Buyer and Sellers shall decide the process to calculate BS&W as per available options once Buyer’s nominated oil bowers/storage tanks/processing facility tanks/refinery tanks are finalized and the same shall be mutually decided while signing the Contract.

- 3.11. If appointed by Buyer, The TPA shall issue Delivery Certificate (“DC”) on daily basis and a complied DC at the end of each fortnight if Buyers refinery is equipped with ONGC’s pipeline for receiving ONGC crude, then month. 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 shall be borne by Buyer. Alternatively, if Hydrocarbon is received through mutually agreed processing facility/pipelines then the DC shall be issued by the entity owning the processing facility and/or pipeline. The detailed process shall be mutually agree while signing the Contract.
- 3.12. The total Quantity delivered in a either (1) Fortnight or (2) If Buyers refinery is equipped with ONGC’s pipeline for receiving ONGC crude, Month means total of Delivery Quantity (Quantity of Hydrocarbon loaded at Delivery Point at 15 deg Celsius temp) at Custody Transfer Point over all days of the Fortnight or (2) If Buyers refinery is equipped with ONGC’s pipeline for receiving ONGC crude, Month measured at ambient temperature (“Quantity”)
- 3.13. Buyer shall offtake entire DCQ of Hydrocarbon produced from Field . If Buyer fails to lift any Quantity on any Day, Buyer shall pay for the entire amount of Hydrocarbon made available by the Seller at Delivery Point. The reconciliation of Quantity shall be done on a either (1) Fortnightly or (2) If Buyers refinery is equipped with ONGC’s pipeline for receiving ONGC crude, then on Monthly basis
- 3.14. Buyer shall make arrangements with owners of oil bowers (“Transporters”) or any other medium to offtake DCQ post Delivery Point. All the arrangement with Transporters post Delivery Point shall be at the cost of the Buyer. As per requirement, Buyer shall make arrangements of dedicated parking/waiting area for such required vehicles/manpower of Transporters.
- 3.15. Post Delivery Point, Buyer shall make sure Transporter’s vehicles shall qualify HSE guidelines followed by Seller.
- 3.16. Post Delivery Point, Buyer shall provide to Seller shall follow all HSE guidelines set out under RSC and various policies issued by relevant state and central agencies but not limited to MoPNG, DGH, CPCB, SPCB, OISD etc.
- 3.17. Sale of Hydrocarbons shall be subject to Government policy and any advisories issued by DGH or MOPNG, DGMS, PCB etc

#### 4. Specification of Hydrocarbon

Hydrocarbon as made available at the time, place and conditions during loading at Delivery Point. Refer Annexure-5 for specifications. It is anticipated that specification of Hydrocarbon may change by + - 5% based on the reservoir behavior.

Seller agree to sell and Buyer agrees to purchase all the Hydrocarbon produced from Field. The Seller do not provide any warranty for a particular use for Hydrocarbon and do no guarantee the end use suitability to the Buyers. The Sale of Hydrocarbon shall be without prejudice to terms of the Revenue Sharing Contract (RSC).

5. The seller shall deliver Hydrocarbon with BS&W less than 0.5%. The Buyer shall bid for the price accordingly. Price

The Ex-Works/FCA Price, in US Dollars, per Barrel of Hydrocarbon shall be equal to "A+B" ("Price") Wherein, A and B are as below,

"A" = Arithmetic Mean of all FOB Quotes published for Dated Brent in Platts Hydrocarbon Marketwise, USD/Barrel during the supply month in which Hydrocarbon is delivered at the Delivery Point.

+ (Plus)

"B" = Quoted Premium, up to two decimal places, USD/Barrel or in % for premium for 'additional quality' of Hydrocarbon (to be quoted by Bidder). Please note that "B" may be positive or negative and is required to be Bid in USD/Barrel or in %.

The conversion from USD to INR shall be on the basis of average of foreign exchange reference rate published by Financial Benchmark India Limited (FBIL) for the calendar month in which the Hydrocarbon is delivered.

#### 6. Measurement and Testing

- 6.1. It is Buyer's responsibility to arrange the pipeline/tanker transport post Delivery Point at its own cost and shall 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 (of volume and % BS&W at site condition) shall follow ASTM standards. Procedure to measure and Test Hydrocarbons shall be mutually agreed by Parties before signing of Contract.
- 6.3. The maximum BS&W permitted is 10% by volume or or if Buyers refinery is equipped with ONGC's pipeline for receiving ONGC crude, then BS&W parameters shall be as per delivered by ONGC to meet the requirement of the refinery..

#### 7. Invoicing:

- 7.1. The Seller shall submit invoice for Quantity.

7.2. The invoiced values shall be equal to:

Price in INR = Price in USD (As per clause 5 of Part 2 of NIT)) x Exchange Rate in INR/USD x Quantity of Hydrocarbon delivered in a Delivery Period in Barrels (at 15 deg Celsius ) as per Delivery Certificate

7.3. If Delivery Period is (1) 'Fortnightly' then 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 or (2) in case of Monthly, then every month will have one Delivery Period from the 1st of the month till end of the the month.

7. 4. The Seller shall raise invoices in Electronic form for quantity of Hydrocarbon delivered.

## 8. Payment Terms

8.1. Invoicing shall be fortnightly or if Buyer's Refinery is connected to ONGC pipeline, then to be paid within 30 days from end of supply month. Payment Terms shall be fortnight basis or if Buyer is is connected to ONGC pipeline then to be paid within next monthly of the supply month.

8. 2. In respect of any payment not made in full by the Payment Date, the Buyer shall pay interest @ State Bank of India Marginal Cost Lending Rate ("SBIMCLR") plus seven and a half (7.50) percentage points per annum. Interest shall accrue from the Due Date until the date the payment is received by the Seller's banks.

## 9. Taxes and Duties

All applicable sales taxes arising on and after delivery of Hydrocarbon at Custody Transfer Point/ Delivery Point shall be in the scope of Buyer. Any sales taxes & levies/duties of similar nature payable on the sale(s) of Hydrocarbon under this Contract shall be borne/ reimbursed by the Buyer.

10. Mobilization, site preparedness and local condition in case of Delivery point is (1) at Tank farm, Indrora EPS, Palaj, of Indrora Oil Block (CB/ONDSF/INDRORA), Gandhinagar District, Gujarat or (2) If Buyers refinery is equipped with ONGC's pipeline for receiving ONGC crude, then delivery point shall be 'inlet flange of refinery'

10.1. 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 within 1 day.

10.2. Buyer shall submit the permits, checklists and other necessary documents for the oil tankers planned to be deployed ,

- 10.3. It is imperative for Buyer to be fully informed themselves of all Indian as well as local social and political 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.
- 10.4. Movement of oil tankers, vehicles, employees/staff/labor of Buyer/Transport/TPA shall be in the scope of Buyer.
- 10.5. 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.
- 10.6. Buyer shall take care of all local relations, annual 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

#### 11. Standard Operating Procedure at Delivery Point

Sellers and Buyer shall mutually agree the exact point of delivery and accordingly Standard Operating Procedure at Delivery Point shall be finalized within 7 days of issuance of LOA.

#### 12. Buyers Obligation

- 12.1. The Hydrocarbon sold shall be used, processed, refined, stored at the Buyer's Facilities or any other facilities following rules and regulations issued by GoI, State Governments, Statutory Department, MoPNG, DGH.
- 12.2. The Buyer covenants and undertakes that it shall not commit an Unauthorized Use of Hydrocarbon sold and delivered.
- 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 (post

Delivery Point) to Buyer's Facilities and shall make all requisite arrangements and equipment for the movement of the Hydrocarbon from the Delivery Point to Buyer's Facilities.

- 12.4. Buyer shall ensure receipt, offtake and transportation of the Hydrocarbon from the Delivery Point to Buyer's Facilities.
- 12.5. The Buyer / Buyer's representative shall ensure strict adherence to the Standard Operating Procedure ("SOP") for safely loading and dispatching of the Hydrocarbon from Delivery Point till Buyer's Facilities.
- 12.6. A detailed SOP will be prepared by the Seller in consultation with the Buyer, prior to commencement of sale of the Hydrocarbon.
- 12.7. 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 (OMR, Mines Act etc.) 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.
- 12.8. 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.
- 12.9. Buyer represents and warrants that, it shall ensure safe storage, transportation and processing of Hydrocarbon post Delivery Point.
- 12.10. 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

Post Delivery Point, 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 subcontractor); 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 twentyeight 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. The Seller, at any time, terminate the Contract if

2.1.1. Buyer fails to offtake entire Bid Quantity and any additional quantity made available by Seller at Delivery Point for consecutive 30 days

2.1.2. Buyer fails to pay in full for entire Quantity delivered to Buyer at Custody Transfer Point within due date for two consecutive invoices

2.2. Termination for Cause



If Buyer or Sellers, are in material breach under this Contract, the Either Party shall deliver a written notice to the other Party, and provide the other Party 45 Days' time to rectify the default ("Cure Period", which Cure Period can be mutually extended by the Parties). If the Either 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).

2.3. Either Party, at any time, terminate this Agreement by giving the other party 7 days' notice

2.3.1. if the other Party becomes bankrupt or insolvent, has a receiving order issued against it;

2.3.2. if the other Party 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.

2.4. Effect of Expiry of the Term and Termination

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

2.4.2. If this Contract is terminated due to default by Buyer, then Seller shall be entitled to all amount already due and payable to Seller prior to such termination, but not paid

2. 5. By mutual agreement, the Parties, may by written agreement terminate this Agreement at any time during the Term of this Contract.

3. Insurance

3.1. Post Delivery Point, 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 Term of the Contract provide, pay for and maintain all applicable insurances for for Buyer's (1) property/office/facilities/equipment, (2) employees, staff and labours (3) appointed TPA, (4) 3<sup>rd</sup> party vendors, (5) Transporter, /,:

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, 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, Fieldades, 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 an 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](http://icaindia.co.in))

6.3.2. Delhi International Arbitration Centre (Website: [dacdelhi.org](http://dacdelhi.org))

6.3.3. Nani Palkhiwala Arbitration Centre, Chennai

6.3.4. Scope Forum of Conciliation and Arbitration (Website: [scopeonline.in](http://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 RSC, the terms of the RSC shall prevail. The Buyer acknowledges that the Seller are bound by the terms of the RSC and the directions of the Government of India (and its departments and ministries) and nothing done by the Seller in pursuance of the RSC 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 Seller, 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 RSC in accordance with Article 28 of the RSC.
- 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

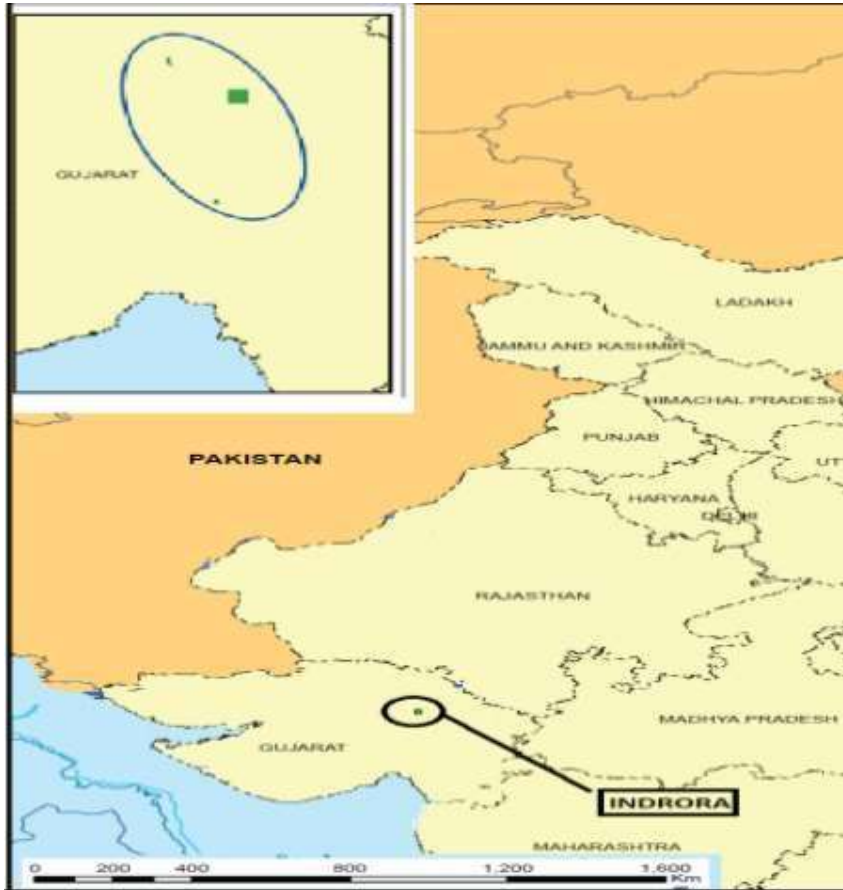
Annexure 3: Undertaking by Buyer

Annexure 4: Priced bid form

Annexure 5: Assay Report of Hydrocarbon

Annexure 6: SOP if in case of Delivery point is at Tank farm, Indrora EPS, Palaj, of Indrora Oil Block (CB/ONDSF/INDRORA), Gandhinagar District, Gujarat

### Annexure 1- Location map of Contract Area



**Annexure 2- Bid Bond**

Not Applicable



### **Annexure 3: Undertaking by Buyer**

#### UNCONDITIONAL UNDERTAKING BY BUYER

WHEREAS, OILMAX ENERGY PRIVATE LIMITED (hereinafter referred to as “Seller”) and \_\_\_\_\_ (hereinafter referred to as “Buyer”) with respect to Bid Quantity submitted under Notice Inviting Tenders (NIT) No. OEL-OEL-INDOFD-GEN-CMC-011-002 to Offtake Hydrocarbon produced from the Block CB/ONDSF/INDRORA/2021.

NOW THEREFORE, the Buyer hereby undertakes:

- a) Buyer has shown interest to offtake Bid Quantity and is aware of quality of Hydrocarbon produced from Block CB/ONDSF/INDRORA/2021.
- b) the Buyer is of good standing, has the capacity and ability to meet its obligations under, and is willing to provide undertaking to the Seller to enter into Crude Sales Agreement.
- c) the Buyer has financial capacity to offtake Bid Quantity with any reasonable conditions of ensuring offtake of Hydrocarbon from the Block

### Annexure 4- Priced Bid Form

Bidder shall quote (1) premium (“B”) in USD/bbl over and above Dated Brent in \$/BBL

Particular	UOM	Bid Value (“B”)
<p>“A” = Arithmetic Mean of all FOB Quotes published for Dated Brent in Platts Hydrocarbon Marketwise, USD/Barrel during the supply month in which Hydrocarbon is delivered at the Delivery Point.</p>	USD/Barrels	<u>Dated Brent</u>
<p>“B” = for premium for ‘additional quantity’ of Hydrocarbon (To be quoted by Bidder), up to two decimal places, USD/Barrel, (Bidder to quote).</p> <p>Please note that “B” may be positive or negative \$/bbl and is required to be Bid in USD/Barrel</p>	USD/Barrels	+..... \$/BBL.

**Note:** Price bid to be submitted by email and to be sent to [indrorabids@oilmax.in](mailto:indrorabids@oilmax.in)

**Annexure 4A- Priced Bid Form ( If Buyer is connected to ONGC pipeline)**

Bidder shall quote (1) premium (“B”) in % over and above Dated Brent \$/BBL

Particular	UOM	Bid Value (“B”)
<p>“A” = Arithmetic Mean of all FOB Quotes published for Dated Brent in Platts Hydrocarbon Marketwise, USD/Barrel during the supply month in which Hydrocarbon is delivered at the Delivery Point.</p>	USD/Barrels	<u>Dated Brent</u>
<p>“B” = for premium for ‘additional quantity’ of Hydrocarbon (To be quoted by Bidder), up to two decimal places, USD/Barrel, (Bidder to quote).</p> <p>Please note that “B” may be positive or negative \$/bbl and is required to be Bid in USD/Barrel</p>	USD/Barrels	+ .....%

**Note:** Price bid to be submitted by email and to be sent to [indrorabids@oilmax.in](mailto:indrorabids@oilmax.in). For evaluation of price bid and comparison with other price bids, the average of Dated Brent for month of July23 to Dec23 shall be considered.

## Annexure 5: Assay Report of Hydrocarbon

1. Please find below specifications of Type A Crude:

a. Type A Crude contributes approx. 65% of total production quantity from the field

TEST	METHOD	UNIT	Whole Crude	LPG	Naphtha Cuts	Gas Oil Cuts	Residue Cuts
<b>CUTS, YIELDS AND DISTILLATIONS</b>							
Initial BP		°C			IBP	175	350 +
Final BP		°C		Gas	175	350	
Yield	ASTM D 2892/ASTM D 5236	% Wt.		0.78	9.62	25.25	64.35
Yield		% Vol.		1.14	11.01	26.57	61.28

TEST	METHOD	UNIT	RESULT
Density @ 15° C	ASTM D5002	kg/L	0.8651
Specific Gravity @ 60/60° F	Conversion		0.8656
API Gravity @ 60° F	Calculated	° API	32.0
Reid Vapour Pressure @ 37.8° C	ASTM D323	kpa	16.0
Kinematic Viscosity @ 40° C	ASTM D445	cSt	183.1
Pour Point	ASTM D 97	° C	39
Salt Content	ASTM D3230	PTB	65
Sulphur	ASTM D4294	% Wt.	0.101
Total Nitrogen	ASTM D5762	ppm Wt.	1200
Carbon Residue	ASTM D4530	% Wt.	3.6
Asphaltene	IP 143	% Wt.	<0.50
Wax Content	UOP 46	% Wt.	16.5
BS & Water	ASTM D4007	% Vol.	3.00
Water Content	ASTM D4006	% Vol.	3.00
Total Acid Number	ASTM D664	mgKOH/g	1.0

2. Please find below specifications of Type B Crude:

a. Type B Crude contributes approx. 35% of total production quantity from the field

TEST	METHOD	UNIT	Whole Crude	LPG	Naphtha Cuts	Gas Oil Cuts	Residue Cuts
<u>CUTS, YIELDS AND DISTILLATIONS</u>							
Initial BP		°C		Gas	IBP	175	350 +
Final BP		°C			175	350	
Yield	ASTM D 2892/ASTM D 5236	% Wt.		0.43	16.12	25.26	58.19
Yield		% Vol.		0.60	18.18	26.19	55.03

TEST	METHOD	UNIT	RESULT
Density @ 15° C	ASTM D5002	kg/L	0.8397
Specific Gravity @ 60/60° F	Conversion		0.8401
API Gravity @ 60° F	Calculated	° API	36.9
Reid Vapour Pressure @ 37.8° C	ASTM D323	kpa	18.0
Kinematic Viscosity @ 40° C	ASTM D445	cSt	23.40
Pour Point	ASTM D 97	° C	39
Salt Content	ASTM D3230	PTB	34.1
Sulphur	ASTM D4294	% Wt.	0.0830
Total Nitrogen	ASTM D5762	ppm Wt.	900
Carbon Residue	ASTM D4530	% Wt.	1.9
Asphaltene	IP 143	% Wt.	<0.50
Wax Content	UOP 46	% Wt.	17.5
BS & Water	ASTM D4007	% Vol.	0.50
Water Content	ASTM D4006	% Vol.	0.50
Total Acid Number	ASTM D664	mgKOH/g	0.85

**Annexure 6- Measurement, Sampling and loading (if Delivery Point is Tank farm, Indrora EPS, Palaj, of Indrora Oil Block (CB/ONDSF/INDRORA), Gandhinagar District, Gujarat)**

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 TMB sampler (ASTM D 7831) from oil dispatch tankers.

2. Scope

The procedure applies to EPS.

Definition

TMB sampler	- Top Middle Bottom sampler
B.V	- Ball valve
G. V	- Gate Valve

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. Personnel shall be alert to avoid potential source of ignition and shall keep sample containers sealed when not in use.
- 3.6. Visual integrity checks to be carried out on all fittings before starting oil loading pumps.
- 3.7. While working near oil loading pumps proper PPEs are used. Rotation of personnel is done to minimize exposure and it is ensured exposer is within limits.

- 3.8. While working near export pumps proper PPEs are used. Rotation of personnel is done to minimize exposure and it is ensured exposure is within limits.

#### 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 Tanker 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 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 B.V at the discharge line of dispatch pump 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. Each oil tanker is provided with a physical dip which is designed according to the calibration certificate provided by the tanker contractors. It is used for measuring oil during loading of each compartment of the oil tanker.
  - 4.2.7. After completion of the loading process, the physical tank dip of the dispatch tank is recorded by operator as final reading. Also, the Coriolis flow meter reading is taken as final reading. The difference between the initial reading and the final reading of tank dip and gives the total quantity of oil loaded in the tanker.
  - 4.2.8. 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 from the 1<sup>st</sup> compartment of the tanker.
- 4.3.6. Continue to collect sample from the 2<sup>nd</sup> and the 3<sup>rd</sup> 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, and Tanker vehicle no. on the sample container.
- 4.3.9. Send the sample containers to Lab for centrifuge test.

5. Replacement

None

6. Environmental aspects

Environmental aspects	Control measure
Spillage/ leakage of rinsed well fluid	Dispense rinsed Hydrocarbon 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.

7. Records

None