

## **Notice Inviting Tenders**

**OEL-OEL-IND-OFD-GEN-CMC-011-002**

**(Under National Competitive Bidding)**

**to Offtake**

**Hydrocarbon (Crude and Condensate)**

**produced from**

**Oil Block CB/ONDSF/INDRORA/2021**

**Date of Release of NIT: 17-Nov-2023**

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 and Condensate) 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 at 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** during the period from 1<sup>st</sup> Dec 2023 till 30<sup>th</sup> Nov 2026 with an option to extend for 2 years at Seller’s option. 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.	<b>NIT no</b>	OEL-OEL-IND-OFD-GEN-CMC-011-002
b.	<b>Bid Submission</b>	<b>Via email</b> (a separate email ID has been created to receive e-bids)
c.	<b>Bid Bond</b>	NIL
d.	<b>Bid Bond validity</b>	NIL
e.	<b>Bid Closing Date &amp; time</b>	15:00 hrs IST, 24 <sup>th</sup> Nov 2023
f.	<b>Technical Bid Opening</b>	17:00 hrs IST 24 <sup>th</sup> Nov 2023
g.	<b>Bid Validity</b>	120 days from Bid Opening date and time
h.	<b>Scope of Work</b>	Offtake of Hydrocarbon from Indrora Oil Block (CB/ONDSF/INDRORA)
i.	<b>Duration of Contract</b>	1st Dec 2023 till 30th Nov 2026 with an option to extend for 2 years at Seller's discretion
j.	Quantity of Hydrocarbon for Sale	Year 1:70 bbl/day on best endeavor basis Year 2:130 bbl/day on best endeavor basis Year 3: 120 bbl/day on best endeavor basis
k.	<b>Location of Offtake</b>	nozzle of the loading arm connecting to the Buyer's tank truck at Tank farm, Indrora EPS, Palaj, CB/ONDSF/INDRORA, Gandhinagar District, Gujarat.
l.	<b>Performance Bank Guarantee (PBG) value</b>	Nil
m.	<b>Address of Communication</b>	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 as per **Annexure 2** shall be submitted by Bidder
- 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, 22<sup>nd</sup> Nov 2023.
- 1.9. Designated email ID for correspondence is **procurement@oilmax.in**
- 1.10. Designated email ID for Bid submission is **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 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 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.
- 2.1.7. Bidders who do not have Technical Eligibility shall be allowed to participate in a 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 certificate, Agreements/MOU with other company
- The details of the facilities, with supporting documents, where it intends to process the Hydrocarbon.
- Details of Oil tankers owned or MOU with the Oil Tanker providers
- The details of the end user company who intends to process the Hydrocarbon

b. Showing financial qualification

- Financial statements and
- Net worth 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 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. 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).
- 3.6.7. Insurance coverage of building, plant & machineries and stock at Bidder’s facilities.
- 3.6.8. VAT Registration (as per applicability).
- 3.6.9. CST Registration (as per applicability).
- 3.6.10. ST Registration (as per applicability).
- 3.6.11. Central Excise Registration (as per applicability).
- 3.6.12. 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.
- 3.6.13. Audited Balance Sheet along with Profit & Loss account for last 10 financial years
- 3.6.14. Bid bond is not applicable.
- 3.6.15. Bidder shall submit Undertaking as per Annexure 3

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### 3.7. Price Bid

- 3.7.1. Seller have defined floor price for Sale of Hydrocarbons which is ‘daily average of Bonny Light (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). 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 **15:00** hrs IST on 24<sup>th</sup> Nov 2023 (“**Bid Closing Date & time**”)
- 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 Seller 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 Seller’ representative and verification of authenticity of the documents listed above.

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

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

3.12. 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 24<sup>th</sup> Nov 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 immediately after acceptance of Letter of Acceptance.

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



- 6.5. Bidder shall mobilize the offtake of the Hydrocarbon within 2 days after acceptance of Letter of Acceptance.
- 6.6. Bidder is allowed to visit site from 18<sup>th</sup> Nov 2023 to 24<sup>rd</sup> Nov 2023 and collect sample from site.

## **Part 2- Scope of Hydrocarbon Offtake**

### **1. Period**

The Hydrocarbon produced from Field shall be available 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. (the "Delivery Point") during the period from 1st Dec 2023 till 30th Nov 2026 ("**Term**") with an option to extend for 2 years at Seller's option. The successful Bidder (Buyer) shall have to enter into Crude Oil Supply Agreement (COSA) with the Seller.

### **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, Indrora EPS, Palaj, of Field (Gandhinagar District, Gujarat)
- 2.3. Delivery Point (the "**Delivery Point**") means the nozzle of the loading arm connecting to the Buyer's tank truck at Tank farm, Indrora EPS, Palaj, CB/ONDSF/INDRORA, Gandhinagar District, Gujarat.
- 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. Fortnight 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 120 barrels per day in 3<sup>rd</sup> year. Entitlement of each of the Sellers (as per Participating Interest under RSC) shall be notified by Oilmax.
- 3.2. During the Term, the Daily Contract Quantity 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 120 barrels per day ("**DCQ**"). However, Seller shall make sure that DCQ is made available to Buyer subject to reservoir behavior and field maintenance.

- 3.3. Buyer shall make best endeavors to offtake DCQ as notified and as made available by the Operator (as identified under the RSC) on behalf of Sellers such that production (Hydrocarbon) in the Block is not interrupted due to non-evacuation of extracted Hydrocarbon in the storage tanks of Seller.
- 3.4. The Sellers shall drain any produced water before commencing loading into the tanker/bowser of the Buyer.
- 3.5. Buyer shall make sure that preventive maintenance is planned in a such way it shall offtake entire DCQ throughout the duration 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 07.00 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 10.00 hrs IST.
- 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 relevant 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 Seller at Field 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 shall be borne by Buyer.
- 3.11. The total Quantity delivered in a Fortnight 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 measured at ambient temperature ("**Fortnightly Quantity**")
- 3.12. 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 and Condensate made available by the Seller at Delivery Point. The reconciliation of Quantity shall be done on a Fortnightly basis
- 3.13. The current storage capacity at Field can store and process Hydrocarbon for one day. Hence, on daily basis, it is critical that Buyer shall lift entire DCQ 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 DCQ is lifted so as it does not affect 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 RSC and various policies issued by relevant 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, 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).

The seller shall deliver Hydrocarbon with BS&W less than 10%.

#### **5. 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 Bonny Light in Platts Hydrocarbon Marketwise, USD/Barrel during the previous fortnight in which Hydrocarbon is delivered at the Delivery Point.

+ (Plus)

“B” = Quoted Premium, up to two decimal places, USD/Barrel 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

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 prior to the month in which the Hydrocarbon is delivered.

## **6. Measurement and Testing**

- 6.1. It is Buyer's responsibility to arrange the tanker transport 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 as per **Annexure 6**. Any amendment in measurement and testing procedures shall be mutually agreed by Parties before signing of Contract.
- 6.3. Sample of Hydrocarbon shall be taken in presence of representatives of Buyer and Operator to test for the Basic Sediment and Water ("BS & W") at a lab mutually decided upon by Parties. The Cost of sampling and testing charges shall be paid in equal proportions by Seller and Buyer. The maximum BS&W permitted is 10% 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 Fortnightly Quantity.
- 7.2. The invoiced values shall be equal to:  
  
$$\text{Price in INR} = \text{Price in USD (As per clause 5 of Part 2 of NIT)} \times \text{Exchange Rate in INR/USD} \times \text{Quantity of Hydrocarbon delivered in a Delivery Period in Barrels (at 15 deg Celsius)} \text{ as per Delivery Certificate}$$
- 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 Seller shall raise invoices in Electronic form for quantity of Hydrocarbon delivered.

## **8. Payment Terms**

- 8.1. The 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.
- 8.2. In respect of any payment not made in full by the Due 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 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.

#### **10. 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 within 1 day.
- 11.2. Buyer shall submit the permits, checklists and other necessary documents for the oil tankers planned to be deployed ,
- 11.3. 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.
- 11.4. Movement of oil tankers, vehicles, employees/staff/labor of Buyer/Transport/TPA shall be in the scope of Buyer.
- 11.5. 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.
- 11.6. 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. Buyers Obligation**

- 12.1. The Hydrocarbon sold shall be exclusively used, processed, refined, stored at the Buyer's Facilities or any other facilities within India or used by end user within India, 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, and shall at all times use (or allow the use of) Hydrocarbon purchased hereunder solely for the consumption in the Facilities within India. 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 arrangements and equipment for the movement of the Hydrocarbon from the Delivery Point to Buyer's Facilities.
- 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 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 6 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 (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.
- 12.13. 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

## **12. 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. 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 5 days

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

2.2. Termination for Cause

If Buyer, is in material breach under this Contract, the Seller shall deliver a written notice to the Buyer, and provide the Buyer 45 Days' time to rectify the default ("Cure



Period”, which Cure Period can be mutually extended by the Parties). If the Buyer 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.The Seller, at any time, terminate this Agreement by giving the other party 7 days’ notice

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

2.3.2. if 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.

2.4.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 and all amount payable towards MCQ which could have been delivered at Delivery Point at an agreed price till such a time a new Buyer is identified by Seller.

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

2.6.The Seller, at any time, terminate this Agreement by giving the other party 90 days’ notice.

### **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/TPA/Transporter/office/facilities, and his employees/staff/TPA/3<sup>rd</sup> party vendors etc. and shall ensure the compliance of Insurance for transporter or any other sub-contractor of Buyer involved in Offtake of Hydrocarbon:

- 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 to be taken by Buyer
- 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 PMSBY and 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, 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

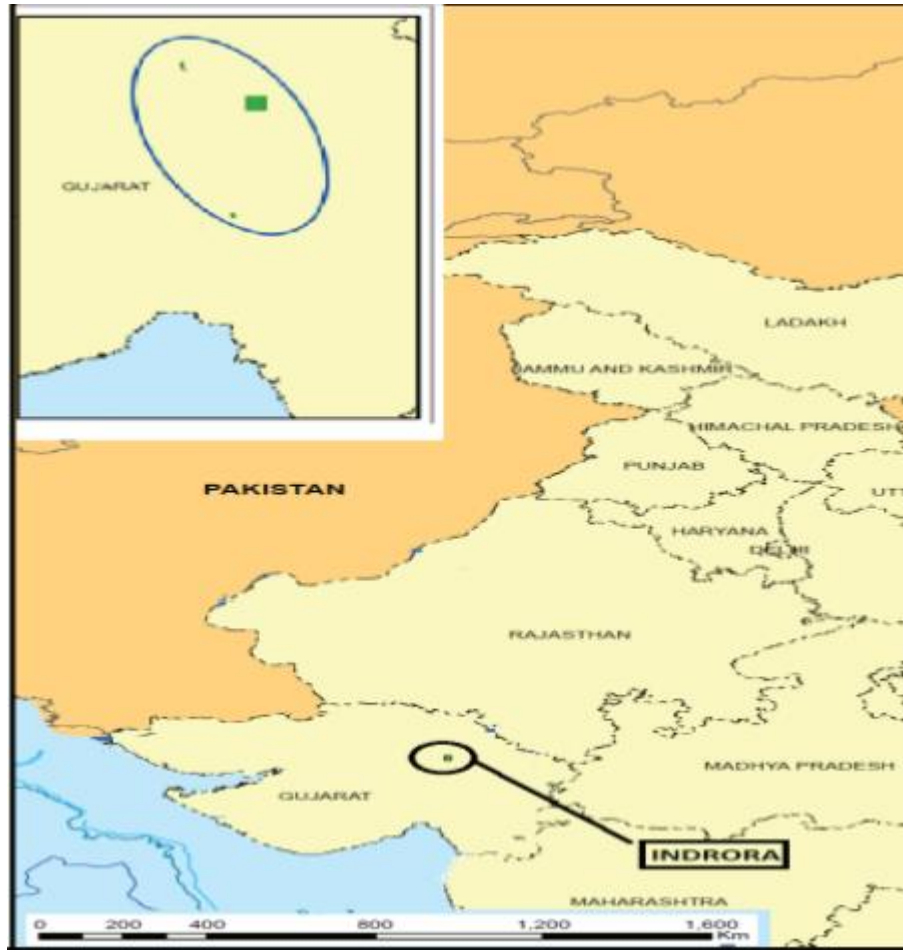
Annexure 5: Assay Report of Hydrocarbon

Annexure 6: Loading, Unloading, Sampling and Measurement

Annexure 7: Format for Term Sheet



### 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-IND-OFD-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 crude 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 an unconditional undertaking to the Seller to enter into Crude Sales Agreement and its obligations.
- c) the Buyer has arranged funding and has financial capacity to offtake Bid Quantity with any reasonable conditions of the Seller as may be necessary in the circumstances with a view of ensuring offtake of crude from the Block

### Annexure 4- Priced Bid Form

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

Particular	UOM	Bid Value (“B”)
<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 send to [indrorabids@oilmax.in](mailto:indrorabids@oilmax.in)

Annexure 5,6 and 7

Attached Annexure 5,6 and 7

***INDIAN INSTITUTE OF PETROLEUM***

**ASSESSMENT REPORT**

**CRUDE OIL INDRORA OF  
CAMBAY BASIN**

## EXECUTIVE SUMMARY

### Indrora Crude Oil

Indrora crude oil field is situated 25 Km north of Ahmedabad. Indrora crude oil is also a medium API crude (36.92 °API). However it is lighter by approximately 5° AP as compared to Bakrol crude. Indrora crude oil is also a very low sulphur crude (0.09 %wt.) having very high amount of wax (17.8 %wt) resulting in quite high pour point value (-39°C).

Total yield of distillate from Indrora Crude Oil upto 370°C is 45.9 %wt. Yield of straight run naphtha IBP-140°C from the crude oil is 10.6 %wt. The kerosine fraction 140-240°C (13.6 %wt) has quite high smoke point value (31 mm) and low freezing point (-58°C). Total yield of the two gas oils examined viz 240-270°C and 270-370°C is 19.9 %wt. These cuts have appreciably high diesel index values (73 and 83 respectively).

Indrora crude also offers quite appreciable yield of vacuum gas oils. Total yield of 370-400°C and 400-530°C cuts is 30.8 %wt. The cuts are highly waxy in nature having quite high pour point values. Yield of residues left after topping of the crude oil upto 370°C and 530°C are quite high from Indrora Crude Oil also (54.1% of 370°C+ and 23.3 % of 530°C). The residues have relatively high pour point values and quite low sulphur content.

## INDRORA CRUDE OIL

## Characteristics of Crude Oil

Characteristics	Crude oil (as such)
Density, Kg/L at 15°C	0.8397
Specific Gravity at 60/60°F	0.8402
Gravity °API	36.92
Reid Vapour Pressure, Kg/Cm <sup>2</sup> at 38°C	0.14
K Pa	13.73
Kinematic Viscosity, cSt	-
at 40°C	9.42
at 50°C	-
Salt Content, %wt	0.00292
Ibs/1000 bbl	9.7
Sulphur Total, %wt	0.09
Pour Point, °C	+39
Carbon Residue (Con), %wt	1.75
Wax Content, %wt	17.8
Asphaltene Content, %wt	0.04
Sediment and Water (BS & W), %vol	4.1
Water Content, %vol	1.1
Trace Metals, ppm	
Vanadium	<0.1
Nickel	23.0
Iron	17.0
Copper	0.08
Light Hydrocarbon Analysis by Gas Liquid Chromatography	
Components,	% wt
Methane	0.01
Ethane	0.06
Propane	0.46
Iso-butane	0.25
n-butane	0.60
i-pentane	0.16
n-pentane	0.21
Total	1.75

## INDRORA CRUDE OIL

## TBP Distillation Data

IBP -----&gt; 27°C

Fraction Boiling Range °C	%Wt	Cumu. %Wt	Density $d_{4}^{25}$	%Vol	Cumu. %Vol
Gases+Loss upto 27°C	1.8	1.8	-	2.0	2.0
IBP-50	0.5	2.3	0.6415	0.6	2.6
50-75	1.7	4.0	0.6988	2.0	4.6
75-100	2.5	6.5	0.7377	2.8	7.4
100-125	3.8	10.3	0.7563	4.2	11.6
125-150	3.2	13.5	0.7684	3.5	15.1
150-175	3.1	16.6	0.7770	3.3	18.4
175-200	3.0	19.6	0.7866	3.2	21.6
200-225	3.5	23.1	0.8071	3.6	25.2
225-250	4.0	27.1	0.8145	4.1	29.3
250-275	3.3	30.4	0.8207	3.4	32.7
275-300	2.7	33.1	0.8220	2.8	35.5
300-325	4.6	37.7	0.8150	4.7	40.2
325-350	4.2	41.9	0.8213	4.3	44.5
350-370	4.0	45.9	0.8234	4.1	48.6
Residue 370°C+	54.1	100.0	0.8843	51.4	100.0

## INDRORA CRUDE OIL

## Characteristics of Distillates

## Fraction IBP-140°C

Yield, %wt	10.6
Density, Kg/L at 15°C	0.7396
Aromatics, %vol	10.5
Sulphur Total, ppm	5.0

## Fraction 140-240°C

Yield, %wt	13.6
Density, Kg/L at 15°C	0.7902
Aromatics, %vol	14.5
Sulphur Total, ppm	76.0
Hydrogen Sulphide, ppm	Nil
Mercaptan Sulphur, ppm	3.2
Freezing Point, °C	-58
Smoke Point, mm	31

## Fraction 240-270°C

Yield, %wt	4.0
Density, Kg/L at 15°C	0.8196
Smoke Point, mm	25
Total Sulphur, ppm	202.5
Aniline Point, °C	81.4
Diesel Index	73

## Fraction 270-370°C

Yield, %wt	15.9
Density, Kg/L at 15°C	0.8200
Total Sulphur, ppm	368.7
Pour Point, °C	+15
Aniline Point, °C	94.6
Diesel Index	83



## INDRORA CRUDE OIL

## Characteristics of Vacuum Gas Oils

## Fraction 370-400°C

Yield, % wt	5.1
Density, Kg/L at 15°C	0.8325
Kinematic Viscosity, cSt at	
40°C	9.86
50°C	7.59
100°C	2.88
Sulphur Total, %wt	0.06
Pour Point, °C	+39
Wax Content, %wt	33.1
Trace Metal, ppm	
Vanadium	<0.1
Nickel	0.7
Iron	0.2
Copper	<0.01

## Fraction 400-530°C

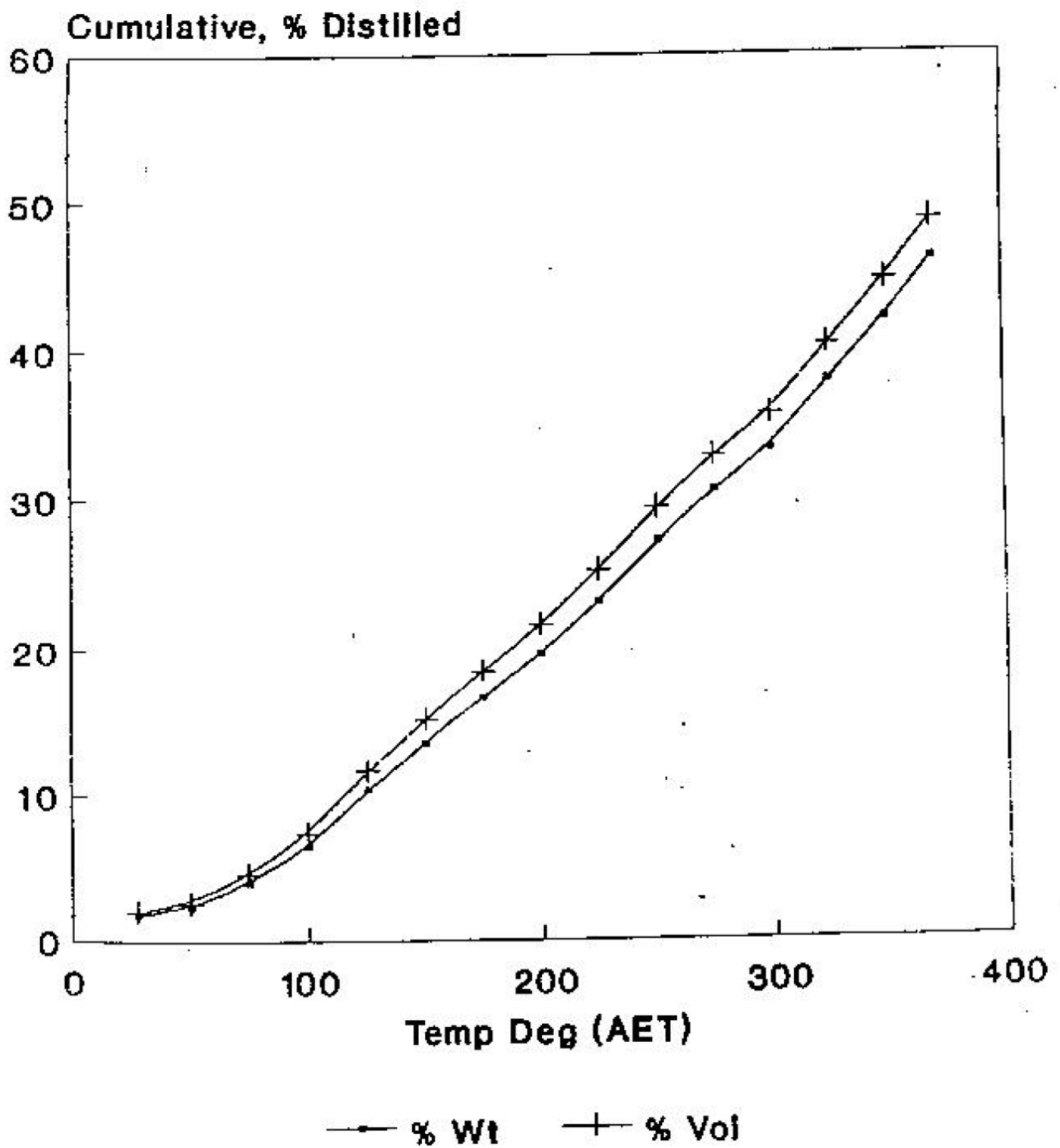
Yield, %wt	25.7
Density, Kg/L at 15°C	0.8593
Kinematic Viscosity, cSt at	
70°C	9.61
100°C	5.03
Sulphur Total, %wt	0.06
Pour Point, °C	+51
Wax Content, %wt	44.0
Trace Metals, ppm	
Vanadium	<0.1
Nickel	0.8
Iron	0.3
Copper	<0.01

## INDRORA CRUDE OIL

## Characteristics of Residues

	370°C*	530°C*
Yield, %wt	54.1	23.3
Density, Kg/L at 15°C	0.8843	0.9272
Kinematic Viscosity, cSt, at		
70°C	36.23	-
100°C	11.81	85.49
135°C	-	27.94
Sulphur Total, %wt	0.14	0.20
Pour Point, °C	+48	+54
Carbon Residue (Con), %wt	3.83	9.41
Asphaltene, %wt	0.11	0.19
Penetration Number (25°C/100g/5 Sec)	-	40

# INDRORA CRUDE OIL TBP DISTILLATION CURVES



## **Annexure 6- 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 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 exposure 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 1<sup>st</sup> 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

**BINDING TERM SHEET FOR CRUDE OIL SALE**

This binding Term Sheet (“**Term Sheet**”) no: -----is signed on this -----, by and between Oilmax Energy Private Limited (“**Oilmax**”) (hereinafter known as “**Seller**”), of the First Part and ----- (hereinafter known as “**Buyer**”) of the Second Part. This Term Sheet shall be effective from ----- (“**Effective Date**”). The Buyer and Seller are collectively referred to as the “**Parties**”.

The Seller is participating interest holder in Revenue sharing contract (RSC) dated 9<sup>th</sup> Sep 2022 entered into by the Seller with the Government for the exploration, production and development of the CB/ONDSF/INDRORA/2021 (“**Block**”) in the state of Gujarat. Under clause 19.2 of RSC, Seller is free to sale Hydrocarbon produced from Block exclusively in domestic market through transparent bidding. Accordingly Seller has published NIT and carried out national competitive bidding for sale of Hydrocarbon from Block. Buyer has emerged as a successful bidder with a highest bid. The Buyer wishes to purchase the hydrocarbons (i.e., Crude Oil and/or Condensate and/or a commingled liquid of both), hereinafter referred to as the “**Hydrocarbons**”) being produced by the Seller in the Block. Seller representative shall incur no liability under this Term Sheet other than its capacity as a Seller.

The obligations and liabilities of Seller under the Term Sheet shall be several and shall not be joint or joint and several and limited to (a) upstream of the Delivery Point and (b) Participating Interests (PI) as per the



RSC.

Seller shall not be liable for lost profits or other business interruption damages, or special, consequential, punitive, exemplary damages, in tort, contract or otherwise, of any kind, arising out of or in any way connected with the performance, the suspension of performance, the failure to perform, or the termination of this Term Sheet.

The Parties intend to discuss and enter into a full-fledged crude oil sales agreement (“**COSA**”) at a subsequent stage including on the basis of this Term Sheet. However, until such time as the Parties enter into a full-fledged COSA, it is the intention of the Parties that the present arrangement for the purchase of the Hydrocarbons extracted from Block be governed by this Term Sheet, the terms of which shall be binding upon all the Parties and shall constitute a valid and enforceable contract by and amongst the Parties.

#	Clauses	Information
1.	<b>First part (the ‘Seller’)</b>	Oilmax Energy Private Limited, a company with limited liability incorporated under the Companies Act, 2013 and Laws of India, with registration number U40101MH2008PTC185357, registered office at 3A, 3 <sup>rd</sup> Floor, Omkar and Runwal Esquare, Tanya Tope Marg, Joglekarwadi, Sion East, Mumbai – 400022, India ( <b>‘Operator’</b> )
2.	<b>Second part (the ‘Buyer’)</b>	
3.	<b>Sale of Hydrocarbons</b>	Seller agree to sell and Buyer agrees to purchase the Hydrocarbons from Effective date of this Term sheet. The Seller do not provide any warranty for such Hydrocarbons and do no guarantee the end use suitability of such Hydrocarbons to the Buyers. The Sale of Hydrocarbons shall be without prejudice to rights of Government of India to buy the Hydrocarbons under the RSC. The Sale of Hydrocarbons to Buyer is subjected to policies and pre-requisites detailed under the notification or any subsequent Government approvals and Management Committee approval under RSC.
4.	<b>Term</b>	Both Parties agree that this Term Sheet shall be valid for a period of 3 years (“ <b>Term</b> ”) from Effective Date and may be further extended by another 2 years at Seller’s option
5.	<b>Grade/Quality</b>	Hydrocarbons as usually made available at the time and place of loading at the ambient temperature and pressure as per reservoir behavior and number of wells in production. For reference, the indicative test report is attached as Annexure 1.
6	<b>Offtake, Quantity Scheduling</b>	<p>During the Term , the daily contract quantity of Hydrocarbons for offtake by the Buyer is - 70 bbl/day during first year and 130 bbl/day from second year and 120 bbl/day from third year, i.e. <b>Daily Contract Quantity (“DCQ”)</b>. However, Seller shall make sure that DCQ is made available to Buyer subject to reservoir behavior and field maintenance.</p> <p>Buyer shall make best endeavors to offtake DCQ as notified and as available by the Operator (as identified under the RSC) on behalf of Seller such that production in the Block is not interrupted due to non-evacuation of extracted Hydrocarbons in the storage tanks of Seller.</p> <p>Buyer shall make best endeavors to offtake additional quantity over and above DCQ which is made available by Seller.</p> <p>The Seller shall allow the Hydrocarbons to settle for sufficient time in sales storage tank at Block and drain settled water before commencing loading into the tanker/bowser of the Buyer.</p> <p>On daily basis, Seller shall issue notice to Buyer about available quantity (DCQ and any additional quantity) and timelines (window of time available) to the Buyers to offtake the Hydrocarbon. On daily basis the Buyer shall arrange for transportation of Hydrocarbon</p>

#	Clauses	Information
		<p>from the Delivery Point to off take entire DCQ and confirm the details of oil tankers in one day advance (on or before 9 pm). Daily (on or before 6 pm), Seller shall provide Buyer the quantity of Hydrocarbon available to offtake on the next day. Seller shall make sure that during this period, it shall deliver DCQ on best endeavor basis and shall inform Buyer about by change in DCQ.</p>
7	<b>Buyer's Transporter</b>	<p>The current storage capacity at Block can store and process Hydrocarbon for one day. Hence, on daily basis, it is critical that Buyer shall lift entire DCQ made available by the Seller.</p> <p>Buyer has represented that it has made 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.</p> <p>Buyer shall make sure Transporter's vehicles shall qualify HSE guidelines of Oilmax group.</p> <p>Buyer shall provide to the Seller an undertaking from the Transporter that they shall follow all HSE guidelines set out under RSC and various policies issued by state and central agencies but not limited to MoPNG, DGH, CPCB, SPCB, OISD etc.</p> <p>On daily basis, Buyer shall make sure availability of enough Transports to (1) avoid any delay and (2) ensure to offtake entire DCQ so as it does not affect Block's production.</p>
8	<b>Buyer Obligations</b>	<ol style="list-style-type: none"> <li>a. The Hydrocarbons sold under this Term Sheet shall be exclusively used, processed, refined, stored, sold at the Buyer's facilities or any other facilities within India or used, sold by end user within India, unless agreed otherwise between the Parties in writing ("<b>Buyer's Facilities</b>").</li> <li>b. The Buyer covenants and undertakes that it shall not commit an Unauthorized Use of Hydrocarbon sold and delivered under this Term Sheet and shall at all times use (or allow the use of) Hydrocarbon purchased hereunder solely for the consumption in the Buyer's Facilities.</li> <li>c. . 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 (1) not being used for the purposes as stated under this Term Sheet and (2) use is not allowed under Indian Law.</li> <li>d. 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</li> <li>e. Arrangements for the movement of the Hydrocarbon from the Delivery Point to Buyer's Facilities.</li> <li>f. Arrangements for the unloading of Hydrocarbon from the Delivery Point to Buyer's Facilities. It is clarified that Hydrocarbon is likely to be thick due to high wax content, especially in winters, the Buyer may need a heated tanker or a small heating unit for Oil Tankers and Buyer's Facilities at their factory or plant to unload the crude from tanker.</li> <li>g. Buyer shall furnish the Seller with all supporting documents to evidence such movement of Hydrocarbon from the Delivery Point to Buyer's Facilities.</li> <li>h. 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).</li> <li>i. Buyer shall ensure receipt, offtake and transportation of the Hydrocarbon from the Delivery Point to Buyer's Facilities.</li> <li>j. The Buyer shall furnish utilization certificate or statement of value added products</li> </ol>

#	Clauses	Information
		<p>manufactured from the Hydrocarbon on a monthly basis to the Seller for the quantity of Hydrocarbon purchased from the Seller.</p> <p>k. The Seller shall have the right to designate a representative who shall at all times, during the subsistence of this Term Sheet, 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.</p> <p>l. Compliance to all statutory and regulatory requirements under the laws shall be the sole responsibility of the Buyer.</p> <p>m. The Buyer shall abide by all statutory / regulatory orders / guidelines in force from time to time during the subsistence of this Term Sheet. The Seller shall allow Buyer to offtake the Hydrocarbon only after:</p> <p>(a) 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;</p> <p>(b) the contents of copies stated in item (a) above are scrutinized and accepted by the Seller.</p> <p>n. The Buyer / Buyer's representative shall ensure strict adherence to the Standard Operating Procedure (SOP) for (1) safely loading, (2) sample collection, (3) quality check and calculate BS&amp;W and (4) dispatching of the Hydrocarbon to the Buyer's Facilities. Refer Annexure 2 for guidelines on SOP. A detailed SOP will be prepared by the Seller in consultation with the Buyer, prior to commencement of sale of the Hydrocarbon.</p> <p>o. 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 Term Sheet 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.</p> <p>p. Buyer represents and warrants to the Seller that it has (and shall continue to have during the term of this Term Sheet) 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 Term Sheet.</p> <p>q. 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 Term Sheet and also that there is no tampering or alteration of the measurement equipment at the Delivery Point(s) or otherwise.</p> <p>r. 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 Term Sheet; (ii) and any failure to comply with applicable laws and regulations.</p> <p>s. Buyer shall take care of all local relations, upkeep and repair of roads, community welfare measures etc on the way from Delivery Point.</p>
10	<b>Quality, Quantity and Delivery Certificate of Hydrocarbons</b>	<p><b>'Quantity'</b>: Seller and Buyers agree that the quantity of the Hydrocarbon delivered at Delivery Point shall be calculated by flow meter method at ambient conditions as detailed in Annexure 2.</p> <p><b>Quality</b> : After loading of oil bowsers at Delivery Point, two set of samples shall be collected from each oil bowsers each for Buyer and Seller (and/or Operator or its subcontractor). Sample collected for Buyer shall be sent to laboratory to calculate Basic</p>

#	Clauses	Information
		<p>Sediment and Water (<b>BS&amp;W</b>).</p> <p>Seller shall issue Delivery Certificate (“<b>DC</b>”) on daily and fortnightly (cumulative) basis. The fortnightly DC shall be used by Seller to raise invoices. Till TPA is appointed by Buyer, DC issued by Seller shall be binding on the Buyer.</p> <p>Buyer has an option to appoint a mutually agreed (to be approved by Seller) third party auditor/surveyor (“<b>TPA</b>”) at Block to (1) measure quantity (2) measure quality i.e. BS&amp;W of Hydrocarbon at atmospheric pressure, temperature and site conditions delivered by Seller at Delivery Point. The TPA shall issue Delivery Certificate (“<b>DC</b>”) 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 Provisional DC which shall be used for invoicing purpose till such time TPA restarts to issue DC.</p> <p>The 100% cost of TPA shall be borne by Buyer.</p>
11	<b>Assignment of rights</b>	<p>The Buyer, if it chooses to do so at any time during the term of this Term Sheet, assign a quantity to uplift the Hydrocarbons from the Seller to any of its affiliate, hereinafter referred to as the “<b>Affiliate</b>”), up to such quantity as may be agreed upon between the Buyer and the Seller.</p> <p>The Buyer shall ensure that the Affiliate to whom any quantity is assigned to, agrees to abide by the conditions stipulated in this Term Sheet. In the event of any violations or breach of the conditions of this Term Sheet by such Affiliate, the Buyer shall be responsible and the Seller shall have the right to enforce its rights under this Term Sheet against the Buyer as if the violation or the breach of the Term Sheet has been committed by the Buyer.</p> <p>Further, notwithstanding such assignment of quantity, the Buyer shall at all times be responsible for the payment of the price of the uplifted Condensate by such Affiliate. The Buyer shall also ensure that the Affiliate furnishes an irrevocable and unconditional bank guarantee as stipulated under this Term Sheet or alternatively, the Buyer shall itself furnish the irrevocable and unconditional bank guarantee on behalf of its Affiliate.</p>
12	<b>Price and Taxes</b>	
13	<b>Invoicing &amp; Payment Terms</b>	<p>The Seller shall submit invoice for Fortnightly Quantity.</p> <p>The invoiced values shall be equal to:</p> <p>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</p> <p>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.</p> <p>The Seller shall raise invoices in Electronic form for quantity of Hydrocarbon delivered.</p> <p>The 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.</p> <p>In respect of any payment not made in full by the Due Date, the Buyer shall pay interest @ State Bank of India Marginal Cost Lending Rate (“<b>SBIMCLR</b>”) 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.</p>
15	<b>Delivery Point</b>	<p>Delivery Point (the “<b>Delivery Point</b>”) means the nozzle of the loading arm connecting to the Buyer’s tank truck at Tank farm, Indrora EPS, Palaj, CB/ONDSF/INDRORA, Gandhinagar District, Gujarat.. The title, risk, and custody of the Hydrocarbons shall pass</p>

#	Clauses	Information
		<p>at the Delivery Point from Seller to Buyer, as per the INCOTERMS 2020.</p> <p>In order to understand the Standard Operating Procedure at Delivery Point, Buyer shall visit the Delivery Point at least 15 days prior to commencement of Period of Contract.</p> <p>Buyer shall submit the permits, checklists and other necessary documents for the tankers planned to be deployed at least 7 days prior to deployment of transportation tanker</p>
16	<b>Custody Transfer Point</b>	Custody Transfer Point means the Delivery Point where the title and risk of Hydrocarbon passes on to the Buyer without any recourse to Seller
17	<b>Measurement and Testing</b>	<p>All measurements (of volume and % BS&amp;W at site condition) shall follow ASTM standards. Procedure to measure and Test Hydrocarbons shall be as per Annexure 2. Any amendment in measurement and testing procedures shall be mutually agreed by Parties before signing of Contract.</p> <p>Sample of Hydrocarbon shall be taken in presence of representatives of Buyer and Operator to test for the Basic Sediment and Water (“BS &amp; W”) at a lab mutually decided upon by Parties. The maximum BS&amp;W permitted is 10% by volume. If the lab report for any loading results in BS&amp;W of more than 0.5%, such excess shall be deducted from Delivered Quantity to get the actual quantity at 15 deg celsius of Hydrocarbon delivered (“<b>Invoice Quantity</b>”).</p>
18	<b>Safety and Compliance</b>	The Buyer shall comply with all applicable rules and regulations and comply with safety and environmental requirements. The Buyer shall also comply with Health, Safety, security and Environmental policies of the Operator.
19	<b>Indemnity</b>	<p>Each Party agrees to indemnify, defend and hold harmless the other Party, its directors, employees, officers, advisers, sub-contractors and affiliates and any person controlling any of them and each of its or their officers, directors, employees and agents (each an “<b>Indemnified Persons</b>”) from and against all third party actions, claims, damages, proceedings, investigations, liabilities or judgements and losses, damage, cost, charges and expenses of whatsoever nature which arise from or in connection with or arising out of this Term Sheet, on account of:</p> <ul style="list-style-type: none"> <li>(a) its omissions or acts of fraud, gross negligence and wilful misconduct;</li> <li>(b) injury or death of any employee or contract labourer or sub-contractor of either of the Parties;</li> <li>(c) damage to any property or asset of the either Party;</li> <li>(d) failure to comply with its obligations under any applicable law(s), including its non-compliance of any consent, approval, permit or clearance granted to it by a government instrumentality.</li> </ul>
20	<b>Force Majeure</b>	<p>A “<b>Force Majeure Event</b>” shall mean any event or circumstance beyond the reasonable control of, and without the fault or negligence of, the Party claiming force majeure or its personnel (“<b>Affected Party</b>”) and shall be limited to only following events:</p> <ul style="list-style-type: none"> <li>(a) acts of god, sudden actions of the elements such as floods, earthquakes, hurricanes or tornadoes or other similar acts of God or similar cataclysmic event;</li> <li>(b) epidemic, pandemic, plague or quarantine and any measures in relation thereto;</li> <li>(c) lightning, fire or explosions or other extreme weather conditions;</li> <li>(d) sabotage or vandalism;</li> <li>(e) terrorism, war, sabotage or riots;</li> <li>(f) blockades or insurrection;</li> <li>(g) radio-active contamination or ionising radiation resulting from a Force Majeure Event.</li> </ul>

#	Clauses	Information
		<p>(h) Restrictions by local bodies on the movement of goods and people</p> <p>Any strike or lockdown by the staff, labourers employed or work force or financial impossibility or difficulties of either parties shall not constitute a Force Majeure Event under this Term Sheet. Either Party shall have a right to terminate this Term Sheet, if a Force Majeure Event as claimed by the affected Party continues for a period of more than 15 days, by serving a Notice of Termination to such effect on other Party after lapse of such period.</p>
21	<b>Applicable Law and Jurisdiction</b>	This binding Term Sheet, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the sole and exclusive jurisdiction of courts of Mumbai, Maharashtra.
22	<b>Dispute Resolution</b>	Any dispute arising out of or in relation to this Term Sheet or its subject matter (“ <b>Dispute</b> ”), shall be settled amicably between the Parties by the respective Senior Management, failing which, the Parties may initiate arbitration proceedings. Each Party shall nominate one Arbitrator who shall in turn nominate the Presiding Arbitrator to adjudicate the Dispute. All arbitration proceedings shall be conducted in the English language and the venue and seat of arbitration shall be Mumbai . The Parties agree that any award made by the Arbitration Tribunal shall be binding on each of the Parties. The courts at Mumbai shall have the exclusive jurisdiction to entertain any proceedings in relation to the arbitration, including but not limited to proceedings for interim relief.
23	<b>Termination</b>	<p>The Seller , at any time, terminate the Contract if</p> <ol style="list-style-type: none"> <li>a. Buyer fails to offtake DCQ and any additional quantity made available by Seller at Delivery Point for consecutive 5 days</li> <li>b. Buyer fails to pay in full for entire Fortnightly Quantity delivered to Buyer at Delivery Point within due date for two consecutive invoices</li> </ol> <p><b>(A) Termination for Cause</b></p> <p>If Buyer, is in material breach under this Contract, the Seller shall deliver a written notice to the Buyer, and provide the Buyer 45 Days’ time to rectify the default (“Cure Period”, which Cure Period can be mutually extended by the Parties). If the Buyer 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).</p> <p><b>(B) The Seller may, at any time, terminate this Term Sheet by giving the Buyer 7 days’ notice (“Notice of Termination”).</b></p> <ol style="list-style-type: none"> <li>a. 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</li> <li>b. if the Buyer becomes bankrupt or insolvent, has a receiving order issued against it;</li> <li>c. if the Government of India exercises its’ right under RSC to offtake Hydrocarbons from Block</li> <li>d. 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 60 (sixty) days of such commencement.</li> <li>e. if the Buyer assigns or transfers this Term Sheet or any right or interest herein, in violation of the provision of the Term Sheet;</li> <li>f. 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</li> </ol>



#	Clauses	Information
		<p>Instrument provided from the Buyer to the Seller</p> <ul style="list-style-type: none"> <li>g. if the Buyer fails to abide by the rules and regulations relating to safety measures, fails to obtain required approvals or permits to offtake the Hydrocarbons or is in on-compliance with the requirements under applicable law for fulfilling its obligation under this Term Sheet; or</li> <li>h. if the Buyer has committed a material breach of this Term Sheet.</li> <li>i. Hydrocarbon production operations have ceased or suspended due to scheduled maintenance at Seller facilities.</li> <li>j. The Buyer assigns any or all of its rights or obligations under this Term Sheet without the prior written consent of Seller.</li> <li>k. Any Unauthorised Use of Crude Oil by the Buyer</li> </ul> <p>(C) Seller can terminate this Term Sheet by serving a notice of 90 days in writing.</p>
24	<b>Notices</b>	<p>Any notice in connection with this Term Sheet shall be in writing, in English and delivered by hand, fax or email, registered post or courier using a recognized courier company. A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery, if delivered by hand, registered post or courier or at the time of transmission if delivered by fax or email provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the beginning of the start of Working Hours on the next Business Day. The details for serving the notice are as follows –</p> <p><b>Buyers:</b> -----</p> <p><b>Seller: Oilmax Energy Private Limited</b> Attention: Dr. Rabi Bastia Address: Oilmax Energy private Limited, 3A, 3<sup>rd</sup> Floor, Omkar and Runwal Esquare, Tanya Tope Marg, Joglekarwadi, Sion East, Mumbai – 400022 Fax: +91 22 4244 1111 Email: <a href="mailto:rabi@oilmax.in">rabi@oilmax.in</a></p>
25	<b>Miscellaneous</b>	<ul style="list-style-type: none"> <li>a. In the event of any conflict between the terms of this Term Sheet 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 Term Sheet.</li> <li>b. In case, Oilmax transfer part of its Participating Interests (PI) in RSC, the Termsheet shall be amended to include additional Seller without changes in terms and conditions.</li> </ul>
26	<b>Waiver of Subrogation</b>	<p>Parties agree that with respect to any losses covered by, or required to be covered by, insurance under the terms of this Term Sheet, other than those losses caused by the other party's gross negligence or intentional acts, each party hereby waives and releases the other, its officers, directors, employees and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Each party further agrees that its insurance companies shall have no right of subrogation against the other on account of this release.</p>

Annexure 1: Test Report of Hydrocarbons

Annexure 2: Measurement, Sampling and Loading

**SIGNATURE PAGE TO FOLLOW**



The Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute this Term Sheet.

**SELLER**

**BUYER**

**Oilmax Energy Private Limited**

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

## Annexure 1- Test Report

### INDRORA CRUDE OIL

#### Characteristics of Crude Oil

Characteristics	Crude oil (as such)
Density, Kg/L at 15°C	0.8397
Specific Gravity at 60/60°F	0.8102
Gravity °API	36.92
Reid Vapour Pressure, Kg/Cm <sup>2</sup> at 38°C	0.14
K Pa	13.73
Kinematic Viscosity, cSt	-
at 40°C	9.42
at 50°C	-
Salt Content, %wt	0.00292
Ibs/1000 bbl	9.7
Sulphur Total, %wt	0.09
Pour Point, °C	+39
Carbon Residue (Con), %wt	1.75
Wax Content, %wt	17.8
Asphaltene Content, %wt	0.04
Sediment and Water (BS & W), %vol	4.1
Water Content, %vol	1.1
Trace Metals, ppm	
Vanadium	<0.1
Nickel	23.0
Iron	17.0
Copper	0.08
Light Hydrocarbon Analysis by Gas Liquid Chromatography	
Components,	% wt
Methane	0.01
Ethane	0.06
Propane	0.46
Iso-butane	0.25
n-butane	0.60
i-pentane	0.16
n-pentane	0.21
Total	1.75

## **Annexure 2- 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 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 exposer 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.. 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 form 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