

Tender for

**Sale of Crude Oil
produced from**

Onshore Fields

***Allora, Dholasan, Kanawara, North Kathana &
Unawa, Gujarat***

TENDER NO – GOGL/CRUDESALE/22-23/18

GNRL Oil & Gas Limited

3rd Floor, "A" WING, Gopal Palace,
Opp. Ocean Park, Nr. Nehrunagar,
Satellite Road, Ahmedabad 380015
Gujarat, INDIA

Telfax: +91 79 4002 9806/7

February 2023



Letter Inviting Tender

Date: February 21, 2023

Sub: Invitation to tender

Dear Sir,

GNRL Oil & Gas Ltd. (GOGL) is operating Kanawara & North Kathana fields (Nr. Tarapur) and Allora, Dholasan & Unawa fields (Nr. Mehsana) in Cambay basin, Gujarat. Sealed tenders are invited in Two Bid System for sale of crude oil from its operated oil and gas fields as per the details mentioned below:

i.	Tender No.	GOGL/CRUDESALE/22-23/18
ii.	Name of Work	Sale of Crude Oil from Allora, Dholasan, Kanawara, North Kathana & Unawa onshore fields
iii.	Duration	1 year (plus 1 year extension)
iv.	Type	Single Stage – Two Bid System
v.	Last date for receipt of bid (Closing Date)	March 03, 2023
vi.	Bid Validity	90 days from last date for receipt of bid
vii.	Bids to be addressed to	Head C&P GNRL Oil & Gas Ltd. 3rd Floor, 'A' Wing, Gopal Palace, Opp. Ocean Park, Nr. Nehrunagar, Satellite Road, Ahmedabad – 380015 Tel: 079 40029806/07 Email: contracts@gnrl.in

The invitation to tender comprises of following documents:

- Instruction to Tenderers & Exhibits
- Section I: Contract for Sale of Crude
- Section II: Scope of Work
- Section III: Price Schedule

INSTRUCTIONS TO TENDERERS & EXHIBITS

Instructions To Tenderers (“ITT”)

- 1.0 **Acknowledgement:** Tenderer should, within three (3) working days of receipt of this ITT, complete and return the ‘Acknowledgement and Statement of Intention to Tender’ proforma contained in Exhibit A hereto, by including the appropriate wording confirming Tenderer’s intention to submit a tender or not. Tenderer is also advised to confirm its address and name its Representative to whom all communication from the Company shall be addressed.
- 2.0 **Cost of Bidding:** Tenderer shall bear all costs associated with the preparation and submission of the bid. GNRL Oil & Gas Ltd. (GNRL), hereinafter referred to as Company, shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.0 Company may, at its discretion, reject any Bid or all Bids received or may accept any Bid which, in Company’s sole judgment, is the most advantageous to Company.
- 4.0 **Compliance:** Tenderers must review the Technical Specifications, Scope of work and ensure that the equipment/ material/ services being offered are as per specifications prescribed in this document. Tenderers shall comply with the terms and conditions set forth in the Instructions to the Tenderers while preparing and submitting the Proposal.
- 5.0 **Closing Date:** Submission of the Proposal shall be made on or before the Closing Date mentioned in the Letter Inviting Tender. The Company may at its discretion extend the deadline for the submission of Proposals by amending the Tender documents in which case all rights and obligations of the Company & Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

In case of the unscheduled holiday on the prescribed Closing Day, the next working day will be treated as the scheduled prescribed Closing Date.
- 6.0 **Validity of Proposal:** Proposal shall be valid for acceptance for a period of 90 (ninety) calendar days from the Closing Date. GOGL however may seek such extensions of the validity period as may be required subject to a maximum period of three months. In the event of extension of the validity period of Proposal, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension and the Tenderer shall duly make efforts to ensure that this is complied with and shall bear any costs in this regard.
- 7.0 **Queries and Tender Addenda:** Prior to the Closing Date, any queries concerning the Tender shall be in writing and forward at contracts@gnrl.in in the format provided at Exhibit ‘C’. The relevant queries along with Company reply may be issued to all Tenderers as Tender Addenda without revealing the identity of the Tenderer. Tenderers shall submit any and all queries not later than 5 (five) working days prior to Closing Date. No queries will be entertained after that date.
- 8.0 **Tender Fee:** NIL
- 9.0 **Bid Bond:** Bidders are required to furnish a Bid Bond/ Security for an amount equivalent to Rs. 2 (two) lakh. The Bid Bond/ Security is required to be furnished in the form of Demand Draft in favor of ‘GNRL Oil & Gas Limited’ Payable at Ahmedabad or through RTGS/ NEFT along with the respective unpriced Bid. Company shall return the Bid Bond/ Security to all unsuccessful

tenderers, whose Bid Bond/ Security is not forfeited in accordance with the tender document, within one (1) month after completion of the tendering process. Bank charges or any other charges if any shall be payable and borne by Bidder only. No interest shall be payable for Bid Bond/ Security.

Details of Company's bank account for Bid Bond/ Security in the form of RTGS/ NEFT:

Account Name	GNRL OIL & GAS LTD-HEAD OFFICE A/C
Account Number	50200068372291
IFSC code	HDFC0000048
Account Type	Current Account
Name of the Bank	HDFC Bank
Branch	Vejalpur Branch, Ahmedabad

The Bid Bond/ Security shall be forfeited if:

- i. The Bid is revoked during its validity period;
- ii. The prices are changed unilaterally by the tenderer during validity of the Bid,
- iii. Company accepts the tenderer's Bid and the tenderer refuses to accept the Letter of Award (LOA) or fails to enter into the Contract after the LOA is issued to such tenderer,
- iv. The successful tenderer fails to submit Performance Bank Guarantee within the period specified.

10.0 **Tender Rates:** The Tenderer shall submit rates in the provided price format. Tenderer shall quote rates in figures as well as words. In case of discrepancy between words and figures, the prices in words shall prevail.

11.0 **Taxes:** The Tenderer is responsible for obtaining its own independent advice (prior to submitting its proposal) on any direct and indirect taxes, levies, duties or the like which may be levied or imposed on the Tenderer as a result of entering into or performing the Contract (whether in India or elsewhere). The Tenderer shall inform itself of all applicable direct and indirect taxes, levies and duties and consider these while preparing its bid.

The tenderer shall be responsible to bear all taxes, duties, cess or government levy of any nature which are applicable beyond the Custody transfer point. Rates quoted by the tenderer shall be the net rate payable by the Buyer to the Seller. All taxes, fees, duties, cess, licenses, personal income tax, corporate tax, VAT, GST and similar rates and fees, freight, insurance and similar expenses as applicable to the Bidder / Buyer shall be separately borne by the Buyer and paid by the Buyer without any recourse to the Company.

12.0 **Tenderer to Inform Itself Fully:**

12.1 **Tender Documents:** The Tenderer shall study the Tender Documents and generally obtain all information required to enable it to submit its Tender. Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender prior to it being submitted.

12.2 **Nature of Work:** Attention is drawn to the need for the Tenderer to fully satisfy itself in regard to the extent and nature of the works and the conditions under which the works will be

carried out. It must also be fully aware of the conditions affecting the supply of labour, materials, and equipment and any other matter which may affect its' proposal. No claims on the ground of lack of knowledge in any respect will be entertained.

- 12.3 **Operating Conditions:** As per Conditions of Contract, tenderer need to understand fully and to comply with all applicable law and regulations (applicable at present or which may applicable later on) for performance under proposed Contract.
- 12.4 **Knowledge of Site Conditions:** Tenderer will be deemed to have knowledge of the area of operations and by its independent observations and enquiries to have fully informed and satisfied itself as to the nature of the area of operations, means of access, local facilities, climatic conditions, labour conditions and practices, local terrain conditions, local logistical requirements, any and all security, fire, safety explosives or other regulations, permissions which may affect the execution of the Works, all environmental concerns and conditions, the nature, extent and practicability of the Works and all matters whatsoever affecting the Tender.

13.0 **Submission of Proposals:**

- 13.1 Tenderers will submit the Bid form in its entirety and no alterations will be made to the form or the wording therein.
- 13.2 Once a Proposal is submitted no changes will be permitted to be made by the Tenderer except in relation to clarifications sought by GOGL on the Proposal.
- 13.3 Proposal and any clarification thereof must be signed and sealed by an Executive Officer or duly Authorized Representative of the Tenderer holding valid Power of Attorney (POA). POA of the signatory of the proposal shall be submitted alongwith the Techno-commercial Proposal. Tenderers should indicate in their proposal the legal entity which will be executing the Contract.
- 13.4 The Proposal shall comprise the following:

A. TECHNO-COMMERCIAL PROPOSAL (1 original)

In the Techno-commercial proposal all the technical attachments should be submitted which would include compliance with Technical Specifications and all Price information should be left blank.

- (i) Signed Form of Tender
- (ii) General Information of Tenderer
- (iii) Bid Bond/ Security in the form of original Demand Draft or RTGS/ NEFT details
- (iv) Details of storage and processing facility for liquid hydrocarbons in India in working condition with required valid statutory approvals. (traders/ resellers are not to bid)
- (v) Confirmation to offtake minimum 130 KL crude oil from Company.
- (vi) Valid CCA for the processing plant for liquid hydrocarbons from respective State Pollution Control Board (SPCB)
- (vii) Valid licenses from PESO for storage for petroleum class A & B
- (viii) Valid factory license
- (ix) Valid VAT/ GST registration
- (x) Qualifications to General Conditions of Contract &/or Specifications- un-priced (if any)

(xi) POA of Authorized Signatory

B. PRICED PROPOSAL (1 Original)

The Commercial part should be a comprehensive package, which should include all Price information.

(i) Price Schedule, with Rates

Part 1 Techno-Commercial Part (In Sealed Cover)

The technical part shall contain all details as above. This part shall **not** contain price.

Part 2 Price Part (In Sealed Cover)

This part shall contain **only price details and shall be as per the Format attached.** Conditions/ specifications if any, mentioned in this part will not be taken cognizance of.

All the packages (Part 1, Part 2 and the common sealed cover) shall be clearly marked in bold letters as follows:

<u>Private & Confidential – To be opened by the Addressee only</u>	
Tender Number & date:	GOGL/CRUDESALE/22-23/18 dated February 21, 2023
Tender Description:	Sale of Crude Oil from Allora, Dholasan, Kanawara, North Kathana & Unawa onshore fields
Proposal Submission Date:	
Submitted by:	
Tenderer's Name and Address	_____

Part	<u>Part 1 / Part 2 / COMMON COVER</u>

Both the parts should be submitted in a common sealed cover by the Closing Date at the address mentioned in 'Letter Inviting Tender'

Responsibility for timely delivery of Proposal to correct address rests fully with the Tenderer. Company will not accept late Proposals or Proposals transmitted by fax. Delivery to the wrong address or postal delays shall not be an excuse for late delivery.

14.0 **Performance Security:** Successful Tenderer shall submit a Performance Security in the form of unconditional & irrevocable bank guarantee as per the format provided in the Tender Document for an amount equivalent to Rs. 10.15 (ten lakh fifteen thousand) within 10 (ten) days from the issue of Letter of Intent/ Letter of Award (LOI/ LOA) for each field, failing which Company reserves the right to cancel the LOI/ LOA.

15.0 **Evaluation of bid:** The technical un-priced offer of the Tenderer will be opened and evaluated first. If the offer is technically acceptable and conforms to other non-commercial requirement as per Bid Evaluation Criteria, then the commercial priced offer will be opened. Commercial evaluation shall be performed for each field separately. The contract shall be awarded to tenderer who has quoted highest rate for crude oil.

16.0 **Splitting of Work:** Company reserves the right to split the award/ Sale of Crude under the tender to one or more tenderer(s), at the stage of initial award of Contract in any manner that in the opinion of Company is more favourable to it or for any other reason. Tenderer's quoted

rates shall remain unaltered even if the work is split up. Company will not entertain any claim from the Buyer as a result of such splitting up.

- 17.0 **Signing of Contract:** The successful Tenderer shall be required to sign a Contract as per the Contract attached herewith 30 days from the date of LOI/ LOA, failing which Company reserves the right to cancel the LOI/ LOA. Submission of Performance Security is prerequisite for signing of Contract.
- 18.0 **Confidentiality of Bidding Document:** The tender document is and shall remain the exclusive property of the Company without any right to tenderer to use them for any purpose except for the purpose of bidding. Further, it should be understood that the information therein is confidential, and that the tender document is therefore being furnished in the strictest confidence.

EXHIBIT "A"

ACKNOWLEDGEMENT OF INVITATION TO TENDER

TENDER NO. GOGL/CRUDESALE/22-23/18

TENDER DATE: February 21, 2023

TENDER DESCRIPTION: Sale of Crude Oil from Allora, Dholasan, Kanawara, North Kathana & Unawa onshore fields

We acknowledge receipt of the above referenced Invitation to Tender and advise that we will:

BID _____

***NOT TO BID** _____

We confirm that this Invitation shall continue to be kept confidential.

Reason for Not Bidding:

.....
.....

*As we will not be submitting a Proposal, your Invitation to tender documents is returned herewith.

For

Name of Company _____

Signature _____

Title _____

Date _____

Transmittal via facsimile/e-mail:

Fax: +91 79 40029806/7

E-Mail: contracts@gnrl.in

EXHIBIT "B"**NON-COMPLIANCE STATEMENT****DEVIATIONS TO THE TENDER TERMS AND CONDITIONS**

We have taken following exceptions to Scope of Supply/ Work / Specification /Schedule/ Services the terms and conditions stated in the Tender.

Sl. No.	Section, Clause Reference	Description as in the Tender	Exception Taken	Explanation/ Reason	Cost impact (+/-) and/or effect on Delivery Date
	<u>Commercial</u>				
1					
2					
	<u>Technical</u>				
1					
2					

EXHIBIT "C"**QUERYFORMAT**

Should the Tenderer have any queries, the same should be submitted to Company, preferably in electronic mail, as an attachment in Microsoft Word format, by filling in the format as given below:

Sl. No	Section, Clause Reference	Query	Company's answer

EXHIBIT – “D”

FORM OF TENDER

GNRL Oil & Gas Limited,
3rd Floor, ‘A’ Wing, Gopal Palace,
Opp. Ocean Park, Nr. Nehrunagar,
Satellite Road, Ahmedabad – 380015 India.

Kind Attn: Head - Contracts and Procurement

Dear Sir,

TENDER No: GOGL/CRUDESALE/22-23/18

DESCRIPTION: Sale of Crude Oil from Allora, Dholasan, Kanawara, North Kathana & Unawa onshore fields

We have examined the Tender document issued to us in connection with the subject Invitation, namely:

- Invitation to Tender Letter
- Instructions to Tenderers and Exhibits thereto
- Form of Contract (Sections I to III with respective attachments)

and offer to undertake the Supply/ services as required therein in accordance therewith and to the entire satisfaction of GNRL Oil & Gas Limited for the compensation specified in our Proposal.

In accordance with the Instructions to Tenderers, we have taken into account in our Proposal, Tender & Tender Addendums (Tender Addenda Nos. to inclusive).

Our Proposal remains valid and open for your acceptance for a period of Ninety (90) days from the Closing Date (..... 2023). Upon your acceptance of this Proposal, we will sign a formal contract.

LEGAL NAME OF TENDERER

FULL REGISTERED ADDRESS OF TENDERER
.....

SIGNATURE: TITLE:

NAME: DATE:

EXHIBIT "E"

TENDERER'S GENERAL INFORMATION

- 1 Tenderer Name:
- 2 Number of Years in Operation:
- 3 Registered Address:
- 4 Plant Address
if different from above :
- 5 Telephone Number:
- 6 Fax Number:
- 7 Contact Person & contact details:

EXHIBIT "F"**Bid Evaluation Criteria**Techno-commercial Criteria:

1. Tenderer should have storage and processing facility for liquid hydrocarbons in India in working condition with required valid statutory approvals. (traders/ resellers are not to bid).
2. Tenderer shall confirm to offtake minimum 130 KL per month crude oil from Company
3. Tenderer shall submit Bid Bond/ Security
4. Tenderer should have valid CCA for the processing plant for liquid hydrocarbons from respective State Pollution Control Board (SPCB)
5. Tenderer should have required licenses from PESO for storage for petroleum class A & B
6. Tenderer should have valid factory license
7. Tenderer should have valid VAT/ GST registration

Financial Criteria

1. Net worth of bidder should be positive based on latest audited financial statements.

Section – I: Contract for Sale of Crude

THIS IS AN INDICATIVE SAMPLE CRUDE SALE CONTRACT (CSC) BETWEEN BUYER AND SELLER. TERMS AND CONDITIONS OF THE AGREEMENT MAY CHANGE AFTER MUTUAL DISCUSSION BETWEEN SUCCESSFUL BIDDER (H1) AND SELLER AS PER COMMERCIAL/TECHNICAL SCOPE OF TENDER. HOWEVER, IN CASE WHERE THE H1 BIDDER FAILS TO ENTER INTO THE CONTRACT WITHIN 30 DAYS FROM THE DATE OF LOI/LOA, COMPANY MAY, AT ITS DISCRETION, TREAT THIS MODEL CONTRACT AS BINDING ON THE H1 BIDDER.

CONTRACT FOR SALE OF CRUDE

This Contract (hereinafter "Contract") is made and entered into as of the ___ day of _____, 2023, between

GNRL Oil & Gas Limited, a company incorporated in Bahamas under the laws of Bahamas, having its Corporate office at 3rd Floor, 'A' Wing, Gopal Palace, Opp. Ocean Park, Nr. Nehrunagar, Satellite Road, Ahmedabad – 380015, India (hereinafter referred to as "Seller" or "GOGL" or "Company" which expression shall, unless the context otherwise requires, and its or their successors and permitted assigns)

and

_____ a company incorporated under the laws of _____, having its registered office at _____ (hereinafter "Buyer" or "Contractor").

WHEREAS the Company is entitled to explore and develop oil and gas in Allora/ Dholasan/ Kanawara/ North Kathana/ Unawa fields in Cambay Basin, Onshore, Gujarat, in the western region of India pursuant to Production Sharing Contracts executed with Government of India.

WHEREAS, the Company holds 100% participating interest in the fields and is authorized to operate/ sign/ execute all contracts including discharging all the liabilities towards Contractor under this contract.

WHEREAS, subsequent to the deregulation of sale of domestically produced crude oil by the Ministry of Petroleum and Natural Gas, Govt of India's vide its Gazette Notification No.: Expl-15019 (25)/161/2019-ONG-D-V (E-34367) dated 11th July 2022, the Seller is authorised to sell the crude in the domestic market in India.

WHEREAS, Seller had issued Tender No. GOGL/CRUDESALE/22-23/18 for sale of Crude and the Buyer had submitted its offer vide offer nos. _____ dated _____ against the Tender, and the Buyer undertakes that it is the end user of this Crude and will not resale the said Crude to any other Party.

WHEREAS, The Seller and the Buyer have agreed to the Terms and conditions of this Tender and the Seller having accepted the proposal of Buyer, the Buyer has agreed to purchase the crude produced by the Seller from Allora/ Dholasan/ Kanawara/ North Kathana/ Unawa fields, for its Refinery/ Processing Plant located at _____, and the parties have agreed to enter into Agreement as per the terms and conditions hereinafter appearing

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**ARTICLE 1: DEFINITIONS**

- 1.1 In this Agreement, unless repugnant to the subject or context thereof:
- a) "**Agreement**" means the terms and conditions set out in this agreement including all the schedules, annexures, attachments and appendices attached hereto, as amended, modified or supplemented from time to time in accordance with the terms hereof.
 - b) "**Arbitration Act**" has the meaning ascribed to it in Article 16.3 of this Agreement;
 - c) "**ASTM**" means the American Society for Testing Materials;
 - d) "**Barrels**" means a volume of forty-two (42) U.S. gallons corrected for temperature to 60 degrees Fahrenheit and 1 atmospheric pressure;
One Cubic Meter (M3) shall consist of 6.29297 Barrels.
 - e) "**Buyer's Refinery/Processing Plant**" shall mean _____ to which the crude is to be delivered.
 - f) "**Consortium**" shall mean the consortium of GSPC and other Companies being the Contractor under the Production Sharing Contract.
 - g) "**Crude Oil**" or "**Oil**" or "**Crude**" means all kinds of hydrocarbons and bitumen both in solid and in liquid form in their natural state or obtained from Natural Gas by condensation or extraction including distillate and Condensate when with the heavier hydrocarbons and delivered as a blend at the Delivery Point but excluding verified Natural Gas at the risk and cost of the contractor.
 - h) "**Day**" means the period of time commencing at 0000 hrs on each day and expiring at 2400 hrs on that day, Indian Standard Time and the date of any such day shall be the day of its beginning as herein defined.
 - i) "**Delivery Mode**" means the mode of delivery and transportation of Crude as indicated in Section II.
 - j) "**Delivery Point**" means, except as otherwise herein provided or as may be otherwise mutually agreed between the parties at EPS of Sanand Field for delivery of Crude by seller to Buyer.
 - k) "**Dip Method**" means measurement of volume of crude with the help of standard calibrated Dip Stick/Tape.
 - l) "**Due Date**" has the meaning ascribed to it in Article 10.
 - m) "**Crude**" means Mixture of crude oil & water in emulsion form where water disperse in crude or vice versa depending on whether the continuous phase is the water or the oil, respectively.
 - n) "**Government**" means the Government of India or Government of State within the territory of India or local authorities like panchayat, municipal corporations, municipality and their

successors.

- o) **"Gross negligence"** shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of the Parties hereto.
- p) **"Invoice"** means a document containing calculations sent by Seller to Buyer pursuant to Article 10 specifying the following elements:
 - a) The dry Quantity at Standard Temperature adjusted for BS&W (the **"Dry Quantity at Standard Temperature"**) in barrel and metric tons,
 - b) The applicable price
 - c) The product of such Dry Quantity at Standard Temperature and the Price (the **"Amount Due"**);
 - d) Any other relevant item as required by the relevant laws.
- q) **"Laws, Regulations and Orders"** means the Central, State and local laws of India and all orders, ordinances, rules, regulations, statutory revisionary orders, executive orders, decrees, policies, judicial decisions, notifications or similar directives made pursuant thereto having the effect of a law issued by any executive, legislative, judicial or administrative authority as any of them may be amended from time to time.
- r) **"Metre cube (M3)"** The cubic metre (symbol m³) is the SI derived unit of volume.
- s) **"Metric Ton"** shall mean the unit of weight equal to one thousand (1000) kilograms.
- t) **"MONTH"**, (**"Monthly"**) means the period of time commencing at 00.00 hrs on the first day of calendar month and expiring at 24.00 hrs on the last day of the calendar month.
- u) **"Operator"** means GNRL Oil & Gas Limited.
- v) **"Participating Interest"** means in respect of each constituent of the seller's, the percentage of undivided share of interest of such constituent as defined in Production Sharing Contract (PSC), presently Company hold 100% participation interest in Allora, Dholasan, North Kathana & Unawa fields; and 30% participation interest in Kanawara field.
- w) **"Party"** means **Buyer** or **Seller** and **"Parties"** means both Buyer and Seller.
- x) **"Price"** shall mean the price for the crude delivered to the Buyer at the Delivery Point determined in accordance with the provision of this Agreement as specified in Article 8 hereof.
- y) **"Quantity"** has the meaning ascribed to it in Article 5.
- z) **"Scheduled Outage"** has the meaning ascribed to it in Article 12.
- aa) **"Seller"** shall mean the consortium under the production sharing contract
- bb) **"Specifications"** means the specifications for **Crude** delivered hereunder as set forth in Article 6 and Section II.

- cc) **"Supplementary Invoice"** means a document containing calculations sent by Seller to Buyer specifying the detail of all other amounts owing from Buyer to Seller in respect of any previous Billing Period.
- dd) **"Supply Notice"** Seller shall give weekly written supply notice to buyer indicating "Date of Supply" and "Supply Plan Quantity (SPQ) in KL".
- ee) **"Tank Truck"** shall mean trucks deployed by Buyer to transfer the crude at Buyer's refinery/processing plant.
- ff) **"Time"** means Indian Standard Time.
- gg) **"Wilful Misconduct"** means Intentional disregard of Good Industry Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- hh) **"Year"** or **"Financial Year"** shall mean the period of time commencing at 0000 hours on April 1 of any Financial Year and expiring at 2400 hours on March 31st in the next succeeding Year.
- ii) All references herein to persons shall where the context admits be deemed to include bodies-corporate, unincorporated associations and partnerships.
- a. The Contract comprises of the body of the agreement and schedules / annexures as referred to herein. The Parties agree that in case of any inconsistency or conflict between the provisions of any schedule / annexure and the body of the agreement, the provisions of the body of the agreement shall prevail over the provisions of the Schedules /Annexures.
- b. References to "day(s)", "month(s)" and "year(s)" means as defined above.
- c. Unless the context requires otherwise, in this Agreement:
- i. The headings are for convenience only and shall be ignored in construing this Agreement.
- ii. The singular includes the plural and vice versa.
- iii. References in Articles, Schedules and Annexures are, unless this context otherwise requires, references to Articles of, Schedules of, and Annexures to, this Agreement.
- iv. In carrying out its obligations and duties and exercising its rights under this Agreement each Party shall have an implied obligation to act in good faith.
- v. The word "including" means "including without limitation"; and
- vi. A day shall be a period of 24 hours commencing at 0000 thereon; a week shall commence on each Sunday, a month shall be a calendar month; a quarter shall be a calendar quarter; and a year shall be a Financial Year.

ARTICLE 2 PERIOD OF AGREEMENT

This Agreement shall come into effect from the date of acceptance of the proposal of the Buyer by the Seller i.e., _____ . The period of the Agreement shall be for **One Year** from the date of first supply of Crude to the Buyer unless terminated earlier in accordance with the terms hereof. The contract may be extended for a period of 1 year at same rates, terms and conditions at the discretion of Company.

ARTICLE 3 PURCHASE AND SALE OF CRUDE

- 3.1 The Seller hereby agrees to sell to the Buyer and the Buyer hereby agrees to purchase from the Seller the Crude produced from Allora/ Dholasan/ Kanawara/ North Kathana/ Unawa field.
- 3.2 The Parties agree that the Crude shall be of the quality as more particularly detailed in Clause 2.3 of Section II ("QUALITY").

ARTICLE 4 DELIVERY POINT

As defined hereinbefore in the agreement, the CRUDE DELIVERY POINT shall be as under where the title and risk of the crude shall pass from the Seller to the Buyer:

Field	Crude delivery point
Allora	AL#1 wellsite, Allora Village, Taluka & Dist. Mehsana, Gujarat – 384205
Kanawara	Kanawara EPS, Kanawara Village, Taluka Tarapur, Dist. Anand, Gujarat – 388180
Dholasan	ND#1A wellsite, Geratpur Village, Taluka & Dist. Mehsana, Gujarat – 382710; and SD#1A wellsite, Jetalpur Village, Taluka & Dist. Mehsana, Gujarat – 382710
North Kathana	NK#1 EPS, Jantral Village, Taluka Borsad, Dist. Anand, Gujarat – 388580
Unawa	UN#4 EPS, Unawa Village, Taluka Unjha, Dist. Mehsana, Gujarat – 384170 ND#1A wellsite, Geratpur Village, Taluka & Dist. Mehsana, Gujarat – 382710 AL#1 wellsite, Allora Village, Taluka & Dist. Mehsana, Gujarat – 384205

ARTICLE 5 QUANTITY

The Parties agree that the Seller shall make reasonable endeavours to delivery upto maximum of 130 KL (Kilolitre) of Crude per month without there being any guaranteed minimum sale quantity. Buyer shall lift minimum monthly production estimates of Approx 130 KL from 5 fields.

ARTICLE 6 QUALITY

- 6.1 The quality of the crude delivered hereunder shall be the quality of such crude as is usually made available by Seller at the Delivery Point. Seller will endeavour to deliver the quality specifications for the crude as set forth in Clause 2.3 of Section II (the "QUALITY").
- 6.2 Standards/ method for determining the quality of crude shall be as given in Section II.
- 6.3 Bonny Light Crude Oil Price in USD as published in Platts Marketwire for Bonny Light Crude Oil for the relevant month is taken as reference for pricing. It doesn't indicate that the crude quality is of Bonny Light Crude Oil.

ARTICLE 7 MEASUREMENT

- 7.1 The Seller shall arrange for delivery of the emulsified Crude at the Delivery Point from tank to the Tank Trucks (crude oil tankers) operated by the Buyer or Transporter appointed by the

Buyer. The Buyer shall ensure availability of fit and proper facilities and personnel at the Delivery Point for taking delivery of the Crude. Crude will be loaded at Seller's plant location only during day time from 8:00 hrs to 17:00 hrs in all days in a week.

The quantities of crude delivered by the seller at the delivery point will be jointly certified and duly signed by Seller & Buyer in the form prescribed at Annexure - I to Section II. DIP tape/ DIP stick Method will be followed for measurement of crude quantity. The quantity shall be further be adjusted for Temp @15 °C.

- 7.2 The quantities so certified by the seller & buyer in accordance with Article 7.1 above shall be the basis for invoicing by the Seller under this Agreement.

ARTICLE 8 PRICE

8.1 The Parties agree to this agreement that the price per barrel of Crude shall be equal to average of the mean Bonny Light Crude Oil Price in USD as published in Platts Marketwire for Bonny Light Crude Oil for the relevant Month.

8.2 The price as above shall be applicable for calculating value for the quantity of net dry crude oil (in Barrels) delivered to buyer at the delivery point as per Company's Crude certificate in the form prescribed at **Section II**.

8.3 Nomination and Failure to Lift Crude after Having Accepted Nomination

- a. The Operator shall issue a "Supply Notice-SN" to Buyer vide e-mail for any specific day of "crude sale" at least one day prior to the date of supply. Supply Notice-SN will mention the "Date of Supply" and "Supply Plan Quantity (SPQ) in KL".
- b. In case there is no planning for one specific date of supply, then "Supply Plan Quantity (SPQ)" with "NIL" shall be issued.
- c. Immediately upon receipt of the Supply Notice from the Seller, the Buyer shall either confirm its willingness to accept the quantities mentioned in the Supply Notice on the date of supply or immediately intimate the Seller that the Buyer is not able to accept the said quantities in that week or any particular day of the week. In case of any change in plan, both parties will notify in advance.
- d. Such denial to accept the quantities cannot continue for more than 3 consecutive days at any point of time (except for Scheduled Outage) after which the Buyer will be obligated to lift the quantity including the quantity not lifted due to denial to lift the quantity.
- e. Failure to lift the monthly minimum offtake quantity as mentioned in Article 5 (except for Scheduled Outage, force majeure and reservoir issues) will result in either one or more of the following:
 - (i) Seller's representative levying Liquidated Damage to Buyer amounting to 10% of the sale value of difference of monthly minimum offtake quantity and actual monthly lifted quantity (emulsified crude in both cases) with the cap of Rs. 10,00,000/- per month for each field. The Seller's representative shall have right to recover such Liquidated Damage from Performance Guarantee and/or Bank Guarantee against advance. This will be calculated once each month for the quantity of emulsified crude lifted in previous month and/or;
 - (ii) The Seller reserves the right to sell the Crude to third party and /or;

(iii) Terminate the Contract as per provisions of Article 16.;

Buyer will be required to reinstate the Performance Guarantee to its original value and top up the Bank Guarantee before the re-start of offtake of crude.

8.4 In the event Platts ceases to publish or is not published for a period of thirty (30) Consecutive days, the Parties shall agree on an alternative daily publication.

ARTICLE 9 TAXES AND DUTIES

9.1 The Parties agree that the Buyer shall be responsible and bear all the applicable taxes and duties levied beyond the Delivery Point on the sale and purchase of Crude as contemplated in this Agreement without recourse to the Seller. The Prices stated in Price Schedule shall be exclusive of VAT/GST. The VAT/GST shall be extra as applicable and borne by the Buyer.

9.2 The Parties further agree that in case of any increase / decrease in the rate of applicable Taxes and Duties or in case of withdrawal of existing taxes or introduction of any new taxes after the date of this Agreement, the same shall be borne by the Buyer.

ARTICLE 10: BILLING & PAYMENT

10.1 The lifting period will be the Month. The Operator shall raise invoice (for the certified quantities of net dry crude oil in Barrels as per crude certificate based on Article 6 & 7 at the end of Month at the rate of average of daily mean benchmark price (Bonny Light rate) of during the billing period crude lifted as per Article 8.1. Such average price shall be applied for the purpose of invoicing. The Forex rate for conversion of USD to Rupees shall be considering Average of SBI TT selling rate for the invoice period. The Operator shall provide the invoice to the buyer within four days upon completion of each Month. The invoice shall be accompanied by working of the price as applied for each day of the invoice period. The invoice will be sent over email <Insert Email ID> and followed by hard copy if requested by the Buyer.

Illustrative example for the billing methodology:

A: RATE

- Bonny light Rate (Avg. of daily mean benchmark for Month) - 45.0 USD/BBL
- Rate Agreed: (-5%) less to Bonny Light Crude Oil price for 0-20 water percentage in crude
- Realised rate = $\$45 * (1 - 0.05) = 42.75$ USD/BBL

B: EXCHANGE RATE

- Exchange rate per USD - INR 74 (Average Forex as per SBI TT selling rate for Month)

C: QUANTITY:

- Net Dry Crude Volume as per crude oil intake and dispatch certificate = 100 BBL

D: INVOICE CALCULATION:

Net Dry Qty in Barrels	Realised Rate per barrel in USD	Total Amount in USD	Average Forex Rate as per SBI TT Selling	Total Amount in INR	Applicable Tax (VAT @ 5 %)	Total Amount to be invoiced (INR)
100	42.75	4275	74	3,16,350	15,817.5	3,32,167.5

- 10.2 The Buyer shall make the payment of differential amount of Invoice and advance payment for the Month in the designated bank accounts of the Company within a period of Five (5) days excluding bank holidays, from the date of receipt of the Invoice (“Due Date”). The date of receipt of Invoice by the Buyer shall be the date on which Invoice has been sent over email. The payment shall only be deemed to be received when the invoice amount is duly credited to the designated bank accounts. Mode of payment shall be by electronic transfer of funds through RTGS or telegraphic transfer to the designated bank account. If the Due Date for payment falls on a day which is not a Business Day, the payment shall be deemed to be due on a Business Day which is immediately preceding the Due Date.

Bank Account details for Payment	
Name	
Account Name	
A/c No	
IFSC code	
MICR code	
Address	

- 10.3 In case the Buyer fails in making payment of any of the invoice by the Due Date, the Buyer shall be liable to pay interest on such delayed payment at the rate of SBI Base Rate (as on the Due Date) plus 6.5% per annum for every day of delay till the date of payment. Payment will be made in Indian Rupees as mentioned in the invoice.
- 10.4 The Price of Crude supplied hereunder shall be truncated to 2 (two) decimal places.
- 10.5 **Advance Payment:** Prior to loading of Crude, Buyer shall make advance payment RTGS/ NEFT to the designated bank account of Company for the quantity Buyer intends to lift. Amount shall be calculated considering the per bbl rate of Crude as per the previous Month plus applicable taxes, duties, levies et.
- 10.6 **Performance Bank Guarantee:** Contractor is required to submit unconditional & irrevocable bank Guarantees amounting **Rs. 10.15 lakh (Indian rupees ten lakh fifteen thousand)** as performance Bank Guarantee (**Annexure I to Section I**) within 10 days from the date of issuance of LOA/ LOI.

The Performance Bank Guarantee is intended to operate as security for amounts (including damages where applicable) which becomes payable by the Buyer by virtue of this Contract and are not intended to be used as a penalty. Without prejudice to its other rights under the Contract or at law, Operator shall be entitled to forfeit the Bank Guarantee, should the Buyer fail to perform in accordance with the provisions of the Contract or fail to comply with the provisions of this Contract. The Performance Bank Guarantee shall remain at the entire disposal of Company as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Agreement / Contract including

recovery of amounts due to the Operator from the Buyer arising out of this Contract under whatever head. The Performance Bank Guarantee shall remain at the entire disposal of Operator as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Contract.

The operator reserves the right to invoke the Performance bank guarantee for any of the following reasons including but without limitation to:

- If Buyer does not allow the Seller to follow the laid down procedures for measurement or creates obstruction in acceptance of the Crude
- For breach of the terms of this Contract.
- For recovery of any amount due to the Seller by the Buyer

The company will accept the bank guarantee from all public sector banks in India or any of the scheduled commercial banks in India.

ARTICLE 11 TITLE AND RISK

11.1 Title and risk in the Quantity of Crude delivered hereunder shall pass from Seller to Buyer at the Delivery Point as determined by Article 4.

11.2 The Seller shall be responsible for taking and maintaining Product, Third Party and Comprehensive Insurance covering risks / hazards prior to the Delivery Point. The Buyer shall be responsible for taking and maintaining the Product, Third Party and Comprehensive Insurance covering risks / hazards after the Delivery Point.

ARTICLE 12 SCHEDULED OUTAGES

Buyer / Operator shall give the other party sufficient notice, in writing/email, before the beginning date and the duration of the Scheduled Outage. Both parties agree to coordinate for matching the outage period wherever feasible. Under normal circumstances, total period of Scheduled Outage shall not be more than 30 days in one year.

ARTICLE 13 CHANGE IN LAWS, REGULATIONS, ORDERS ETC.

13.1 It is understood by both Parties that they are entering into the Agreement in reliance on the Laws, Regulations and Orders in effect on the date hereof.

13.2 If at any time and from time to time during the currency of the Agreement any Laws, Regulations and Orders are changed or new Laws, Regulations and Orders have become or are due to become effective and the material effect of such changed or new Laws, Regulations and Orders; (a) is not covered by any other provisions of this Agreement, and/or (b) has or will have a materially adverse economic effect on either party, the affected party shall have the option to require renegotiation of the Price or other relevant terms of the Agreement. Such option may be exercised by the affected party at any time after such changed or new Laws, Regulations and Orders are promulgated by written notice to the other party, such notice to contain the terms desired by the affected party. If the Parties do not agree upon new Price or terms satisfactory to both Parties within 15 days after the date of the affected party's notice, the affected party shall have the right to terminate the Agreement after giving a notice of 30 days at the end of such 15 day period. Any Crude delivered during such 15 day period shall be sold and purchased at the existing Price and on the terms applying under the Agreement.

- 13.3 Notwithstanding anything contained in the Definition Clause or in Article 13.1 and 13.2 above, the term "Laws, Regulations and Orders" shall not include any laws, regulations or orders pertaining to direct or indirect taxes for the purpose of this Clause 13. For clarification, it is agreed that any changes in laws, regulations and orders dealing in any manner with direct or indirect taxes shall be governed solely by Article 9 above and that the provisions of Article 13.2 shall have no application in such cases.

ARTICLE 14 FORCE MAJEURE

- 14.1 Neither Seller nor Buyer shall be responsible for any failure or delay in fulfilling any terms of this Agreement caused due to Force Majeure. The term "Force Majeure" shall mean unavoidable causes reasonably beyond the control and without the fault or negligence of either party including but not restricted to acts of God or sabotage, fires, floods, cyclones, typhoons, earthquakes, wars (declared or undeclared), hostilities, invasion, blockades, riots, epidemics, quarantine restrictions, nationwide strikes, freight embargos, civil commotion or any order of Government, any court, local authority having jurisdiction or anybody or person purporting to be or to act for such authority. In case of Force Majeure, the Parties agree to provide 48 hours' notice to be served by the affected Party As per Article 14.2 herein below.

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 Agreement as soon as possible.

- 14.2 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.
- 14.3 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.
- 14.4 In the event of Force Majeure affecting the Buyer, the Seller reserves the right to sell the Crude to any other buyer during the ongoing Force Majeure Event affecting the Buyer. This shall in no way affect the surviving obligations of the Buyer including its responsibility of making best efforts to mitigate the effect of Force Majeure and commencing its obligations under the Contract at the earliest.

ARTICLE 15 Not Used

ARTICLE 16 TERMINATION

- 16.1 Operator may at its sole discretion, and in addition to any other legal remedies it may have, forthwith upon giving 30 days' notice to Buyer, suspend deliveries of the Crude or upon giving 30 days' notice to Buyer terminate the Agreement if:
- (i) Period of Agreement has expired;
 - (ii) Buyer for any reason whatsoever fails to make any payment due to Seller under the Agreement by the Due Date, and such failure remains unremedied at the expiry of the

- aforesaid notice period;
- (iii) Buyer is in substantial breach of its material obligations under the Agreement and such breach or failure remains unremedied at the expiry of the aforesaid notice period;
 - (iv) Buyer fails to take delivery of Crude it is obligated to offtake monthly minimum quantity as mentioned in Article 5 (excepting for Scheduled Outage or Force Majeure or approved by Seller) under this Agreement and such failures are not excused by any other provision in the Agreement;
 - (v) A Buyer event of Force Majeure continues for 60 days or more;
 - (vi) A petition is filed with the court having jurisdiction or an order is made or an effective resolution is passed for the dissolution, liquidation, or winding up of Buyer;
 - (vii) Buyer becomes insolvent or is adjudged bankrupt or makes an assignment for the benefit of its creditors or does not pay or is in Seller's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due;
 - (viii) A receiver is appointed for the whole or significant part of the assets or undertaking of Buyer;
 - (ix) Buyer ceases or threatens to cease to carry on its business or a major part thereof or a distress, execution or other process is levied or enforced or sued out upon or against any significant part of the property of Buyer and is not discharged until 90 days;
 - (x) The Parties fail to agree to a new Price or terms satisfactory to both Parties in terms of Article 13.2;
 - (xi) If Buyer is adjudged bankrupt or enters into an agreement with its creditors or takes advantage of any law for the benefit of debtors; or
 - (xii) Buyer has passed a resolution to apply to a competent court for liquidation.
 - (xiii) Production operations have been ceased.
 - (xiv) The Participating Interest in the Block is transferred to another Operator by the Seller.
 - (xv) Seller is directed by Government of India to discontinue with the sale.
 - (xvi) Seller decides to terminate the contract for its own convenience and on any other ground not listed above.
- 16.2 Buyer may at its sole discretion, and in addition to any other legal remedies it may have, forthwith upon giving 30 days' notice to Seller, terminate the Agreement if:
- (i) Period of Agreement has expired;
 - (ii) Seller is in substantial breach of its material obligations under the Agreement and such breach or failure remains unremedied at the expiry of the aforesaid notice period;
 - (iii) A Seller event of Force Majeure continues for 60 days or more;
 - (iv) A petition is filed with the court having jurisdiction or an order is made or an effective resolution is passed for the dissolution, liquidation, or winding up of Seller;
 - (v) Seller becomes insolvent or is adjudged bankrupt or makes an assignment for the benefit of its creditors or does not pay or is in Buyer's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due;
 - (vi) A receiver is appointed for the whole or significant part of the assets or undertaking of Seller;

- (vii) Seller ceases or threatens to cease to carry on its business or a major part thereof or a distress, execution or other process is levied or enforced or sued out upon or against any significant part of the property of Seller and is not discharged until 90 days;
 - (viii) the Parties fail to agree to a new Price or terms satisfactory to both Parties in terms of Article 13.2;
 - (ix) If Seller is adjudged bankrupt or enters into an agreement with its creditors or takes advantage of any law for the benefit of debtors; or
 - (x) Seller has passed a resolution to apply to a competent court for liquidation.
- 16.3 Subject to any other specific rights of termination contained in this Agreement, this Agreement shall continue in force until terminated by not less than one month written notice given by one Party to the other. Such notice shall however not be given before the beginning of the second year of the Agreement.
- 16.4 Any termination of the Agreement shall be without prejudice to the rights and obligations of either Party as accrued at the date of termination.

ARTICLE 17 DISPUTE RESOLUTION

- 17.1 Any dispute whatsoever arising out of this Agreement shall be referred to and shall be finally settled by binding arbitration conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules made thereunder from time to time, and any statutory modifications thereof.
- 17.2 The arbitral tribunal shall consist of a Sole Arbitrator to be appointed by mutual agreement of the Parties.
- 17.3 A Party who desires to submit a Dispute for resolution shall commence the dispute resolution process by providing the other party written notice of the Dispute containing a statement of the nature of the Dispute and the relief requested. The other party shall reply to the notice within 30 days of receipt of notice.
- 17.4 The language of the arbitration shall be English and the seat and venue of the arbitration shall be Ahmedabad.
- 17.5 English language shall be used in the arbitral proceedings. Unless otherwise agreed in writing, each party shall equally bear the cost of arbitration.
- 17.6 The right to arbitrate disputes and Claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.
- 17.7 Any award rendered by the arbitrator shall be final and binding upon the parties.
- 17.8 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 Ahmedabad shall have exclusive jurisdiction in the matter.

ARTICLE 18 INDEMNITY

- 18.1 After the Delivery Point, the Buyer shall be deemed to be in exclusive possession and control of

the crude and fully liable and responsible for its arrangements, appurtenance and properties. Accordingly, except in case of gross negligence and wilful misconduct of the Seller, the Buyer covenants and agrees to fully protect, indemnify and hold the Seller, its employees, agents and successors and assigns harmless against any and all claims, all liabilities, costs, expenses, damages or losses growing out of or resulting from or incidental to or in connection therewith which may be made or brought against the Sellers whether by the Buyer, its employees, agents or successors and assigns or by third parties on account of damages or injury to property or person or loss of life resulting from or arising out of possession and handling of crude supplied and further defend the Seller at Buyer's sole expense in any litigation involving the Seller.

- 18.2 Likewise, before the Delivery Point the Seller shall be in control and exclusive possession of crude and shall be fully liable and responsible for its arrangements, appurtenances and properties except to the extent of any incident happening due to gross negligence and wilful misconduct of the Buyer.

Consequential Loss: Notwithstanding anything to the contrary, neither Party shall be liable to the other for any indirect or consequential loss or damage including any loss of production, loss of revenue, loss of use, loss of profit or anticipated profits, loss of business opportunity or loss or damage of any other kind suffered by such Party or its group and each Party shall indemnify, defend and hold the other Party harmless in this regard.

ARTICLE 19 LAWS GOVERNING THE AGREEMENT & JURISDICTION

The agreement and all matters related hereto shall at all times be governed by the laws in force in India. Subject to Clause 16 above, the courts at Ahmedabad shall have exclusive jurisdiction in relation to the issues arising under this Agreement.

ARTICLE 20 ENTIRE AGREEMENT, AMENDMENTS, WAIVER AND MISCELLANEOUS

- 20.1 This Agreement supersedes and replaces any previous agreement or understanding between the Parties, whether oral or written, on the subject matter hereof, prior to the execution date of this Agreement.
- 20.2 This Agreement 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.
- 20.3 No waiver by any Party of any one or more obligations or defaults by any other Party in the performance of this Agreement shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.
- 20.4 Severability: If any portion of this Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this Contract shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.
- 20.5 Time is the essence of the contract and it has to be strictly complied with by the Buyer.
- 20.6 Non-Exclusive Contract: This Contract is non-exclusive and Seller reserves the right to engage other Buyers to perform similar or identical work. Buyer shall afford such other Buyer adequate opportunity to carry out their agreements and shall accomplish the Work in

- cooperation with those contractors Buyers and with Seller.
- 20.7 The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their permitted assigns and successors in interest.
- 20.8 In the event of any conflict between any provisions in the main body of this Agreement and any provision in the Annexure, the provision in the main body shall prevail.
- 20.9 The headings of this Agreement are for convenience of reference only and shall not be taken into account in interpreting the terms of this Agreement.
- 20.10 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.
- 20.11 A reference in this Agreement to the word 'including' shall also mean 'including but not limited to'.

ARTICLE 21 NOTICES

- 21.1 All notices, statements and other communications to be given, submitted or made hereunder by any party to another shall be sufficiently given if given in writing in the English language and sent by registered post, postage paid or by telegram, telex, facsimile, radio or cable, to the address or addresses of the other party or parties as follows:

For Seller

GNRL Oil & Gas Ltd.
 3rd Floor, A Wing, Gopal Palace,
 Nehru Nagar, Satellite Road,
 Opp. Ocean Park, Ahmedabad-380015
 Tel: 079 40029806/07
 Email: contracts@gnrl.in
Attn: Director

For Buyer

 Tel: _____
 Email: _____
 Attn: _____

- 21.2 Notices when given in terms hereof shall be effective when delivered if offered at the address of other parties during business hours on working days and if received outside business hours, on the next following working day.
- 21.3 Any party may, by reasonable notice as provided hereunder to the other parties, change its address and other particulars for notice purpose.

ARTICLE 22 ASSIGNMENT

Neither Party shall assign any of its rights or transfer or subcontract any of its obligations under this Agreement without the prior written consent of the other Party which consent shall not be

unreasonably withheld. In the event of an assignment in accordance with the terms of this Article, the assignor shall nevertheless remain responsible for the proper performance of the Agreement. Any assignment not made in accordance with the terms of this Article shall be void.

ARTICLE 23 INDEPENDENT CONTRACTOR

- 23.1 Buyer shall perform the Services as an independent Contractor. Buyer is not and shall not become or represent itself as Co-venture, Affiliate, partner, employee or agent of Seller. The Contract does not form any agency, partnership, joint ventures or joint relationship between the Parties. Subject to the compliance with the Contract, the Buyer shall be solely responsible for the manner in which Works are performed. All Buyer's Personnel, representatives or Sub-contractors engaged by the Buyer in performing the Contract shall be under the complete control of the Buyer and shall not in any event be deemed to be the employees of the Seller. Nothing contained in the Contract, the contracts between the Buyer and its Personnel, or any sub-contract between the Buyer and its Sub-Contractors shall be construed to create any contractual relationship between any such employees or representative or Sub-contractor of the Buyer and the Seller. Buyer shall be responsible and shall indemnify the Seller for all acts, defaults, omissions or negligence of the Buyer, its Personnel, its Sub-contractors and their respective agents, servants, employees, workmen, and representatives.
- 23.2 The Buyer shall be solely responsible for compliance with the Contract and the manner in which Works are performed. Buyer shall have no authority to engage or hire any person on behalf of Seller, and any persons whom it may engage or hire shall be deemed to be solely the employees, agents or Sub-Contractors of the Buyer. All contractual obligations and liabilities incurred by the Buyer in connection with the Work shall be in the name of Buyer as principal, unless otherwise provided herein. Seller is interested only in the results of Buyer's performance hereunder.

ARTICLE 24 COMPLIANCE WITH APPLICABLE LAWS

- 24.1 The Buyer shall observe and comply with all Applicable Laws, Seller's policies and procedures applicable to the Services from time to time, standing orders, International/Indian codes, including requirements relating to health, safety and environment.

The Seller's Representative may require formal meetings from time to time with the Buyer, and the Buyer or its Administrator or other nominated deputy fully conversant with the health, safety and environment requirements shall attend such meetings.

Buyer represents and warrants that the Buyer as well as the its Sub-Contractors and their Personnel have full knowledge of Applicable Law that may govern the performance of this Contract and they shall comply with the same during the Term of the Contract. The Buyer undertakes and agrees to indemnify the Seller against all Claims in relation to or arising out of or as a consequence of non-compliance of Applicable Laws.

- 24.2 Buyer agrees to obtain, at its own expense, all authorizations, licenses and permits that may be required under Applicable Laws for the performance of Works.

ARTICLE 25 CONFLICT OF INTEREST

Buyer represents and warrants that it is not aware of any conflict of interest with respect to this Contract. Without limiting the foregoing, Buyer represents specifically that neither Buyer nor Buyer Group / Buyer's Personnel have knowingly promised or conferred any financial benefits, of any kind

whatsoever, to any employees of Seller or such employees' dependents in connection to the Buyer or Buyer Group or Buyer's Personnel in obtaining this Contract or performing its terms and conditions. Buyer shall use all reasonable efforts to prevent Buyer Group and Buyer's Personnel from engaging in activities known to be contrary or detrimental to the best interests of Seller. Buyer shall exercise reasonable care and diligence to prevent any actions being taken or conditions from arising which could result in a conflict with Seller's best interest.

ARTICLE 26 CONFIDENTIALITY

- 26.1 All information and other materials disclosed, furnished, communicated or supplied by the Seller to the Buyer, including the Buyer's directors, officers, employees, Affiliates, or its expressly authorized representatives or agents are strictly confidential and shall not be divulged by receiving party to any third party excluding Legal Authorities/Statutory Authorities/ Court of Law during the Term of this Contract or thereafter for a period of five (5) years without disclosing Party's prior written consent.
- 26.2 For avoidance of doubt, "Confidential Information" shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:
- a) is now or subsequently becomes publicly known or available without breach of this Contract;
 - b) was previously in the possession of the receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Seller not through this Contract.
 - c) is to be shared by either Party to regulatory authorities, Government, Courts or other authorities required by law or in the course of legal proceedings.
- 26.3 The Buyer shall obtain written approval from Seller prior to making any publicity release or announcement regarding the Contract, the Works or Buyer's activities related to its participation in the Work or any other Confidential Information. If so requested by Seller, Buyer further agrees to require the Buyer's Personnel, its Sub- contractors, and their employees to execute appropriate undertakings of confidentiality similar to that imposed on the Buyer under this Clause, prior to performing any Work under this Contract. The Buyer shall hold the Confidential Information confidential and shall not divulge or disclose the Confidential Information, or make the Confidential Information available to any person or entity, other than its authorised representatives and ensure that only such authorized representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. Save as expressly provided hereunder, nothing contained herein shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Seller. The Buyer and Sub-Contractors shall use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential Information and comply with the terms stated herein. In case of any breach of these terms or any act or omission by the Buyer,

Buyer's Personnel or any of their authorized representatives, the Buyer shall indemnify and hold harmless the Seller.

IN WITNESS WHEREOF, the parties hereto acting through their properly constituted representatives have set their hands to cause this AGREEMENT signed and execute in their respective names and on their behalf.

SIGNED & DELIVERED

Executed for and on behalf of

GNRL Oil & Gas Limited

Executed for and on behalf of

Name:

Designation:

In the presence of:

Name:

Designation:

In the presence of:

ANNEXURE 1: PERFORMANCE BANK GUARANTEE FORMAT**IRREVOCABLE, UNCONDITIONAL BANK GUARANTEE****Beneficiary:****GNRL Oil & Gas Limited**

3rd Floor, 'A' Wing, Gopal Palace,
Opp. Ocean Park, Nr. Nehrunagar,
Satellite Road, Ahmedabad – 380015
Tel: 079 40029806/07

DATE:**Bank Guarantee No.:****Guarantor:**

This Guarantee (“**Guarantee**”) is made from _____ [**Bank**] (hereinafter referred to as the “**Guarantor**” which expression shall unless repugnant to the context or meaning thereof mean and include its permitted assigns and successors) in favour of GNRL Oil & Gas Limited (hereinafter referred to as “**Seller**”) a company whose India Project office is at 3rd Floor, ‘A’ Wing, Gopal Palace, Opp. Ocean Park, Nr. Nehrunagar, Satellite Road, Ahmedabad – 380015 (which expression unless it is repugnant to the context or meaning thereof shall mean and include its successors, administrators, assigns and executors). [NAME OF CUSTOMER] (hereinafter referred as “**Buyer**”), a company incorporated _____, [ADDRESS] (which expression shall unless repugnant to the context or meaning thereof mean and include their permitted assigns and successors) have been awarded contract vide LOI/ LOA dated [DD/MM/YYYY] (hereinafter “**LOI/ LOA**”) with **Seller** for supply of Crude; and

Whereas in terms of **Article 10.6** of contract for sale of crude, **Buyer** has agreed to furnish on demand, unconditional, irrevocable Guarantee for an amount of **Rs. 10.15 lakh (Indian Rupees ten lakh fifteen thousand)** during the term of the Contract.

Whereas this Guarantee is being furnished to guarantee the obligations under the Contract by **Buyer** of any payments due to **Seller** due under the Contract.

1. Guarantee

Now therefore we, _____ [**Bank**], do hereby on demand, unconditionally and irrevocably guarantee (without referring the matter to the **Buyer** and without getting prior consent of **Buyer** the payment due at all times throughout the period of the contract on behalf of **Buyer**, of any amounts due and payable to **Seller** under the contract upto a total of **Rs. 10.15 lakh (Indian Rupees ten lakh fifteen thousand)** and undertake to pay **Seller** without cavil or argument or delay, any unpaid amounts of any invoice raised by **Seller** on **Buyer** on receipt of demand letter from **Seller**.

The Seller may draw under this Guarantee by presentment to us of the demand by the Seller (hereinafter referred to as the “**Notice for Payment**”) drawn on us.

2. The demand letter specified in Clause 1 above shall be final, conclusive and binding on us.

3. Undertaking to pay:

- a) We _____ [BG Issuing Bank] hereby irrevocably and unconditionally undertake to pay all amounts drawn upon this Guarantee in accordance with the terms of the contract.
- b) We _____ [BG Issuing Bank] agree that multiple and partial drawings under this Guarantee are permitted, subject to the limits of this Guarantee and the terms of the contract.

4. We further agree as follows:

- a) **Seller** shall be entitled to treat us as the primary obligor in respect of payments due and payable by **Buyer** under the contract.
- b) **Seller** shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the Contract, to extend time for performance by **Buyer** from time to time or postpone for any time or from time to time any of the powers exercisable by **Seller** against **Buyer**.
- c) No change or addition to or other modification or alteration of the term of the contract to be performed thereunder or of any of the contract documents which may be executed between **Seller** and **Buyer** shall in any way release us from our liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.
- d) **Seller** shall be entitled to waive or forbear to enforce any of the terms and conditions relating to the contract and we shall not be relieved from our liability by any reason or any variation, or extension being granted to **Buyer** or for waiver, act or omission on the part of **Seller** or any indulgence by **Seller** to **Buyer** by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving us subject to the contract only.
- e) The Sellers may further assign this Guarantee and all their rights and benefits under this Guarantee to its lenders or any other person and we hereby agree to acknowledge such assignment and agree that such assignee shall be entitled to exercise all rights and benefits due and owing to the Sellers under this Guarantee.
- f) We hereby waive any and all subrogation rights arising in terms of this Guarantee against **Buyer** until all payments due and owing to Seller under the contract have been paid by **Buyer**.
- g) This Guarantee shall be valid for the period of one year's plus 90 days i.e. upto [dd/mm/yy] for the term of the contract unless the contract is terminated earlier.
- h) The Guarantee shall not be affected by any legal limitation, disability or other circumstances relating to **Buyer** or the Guarantor or any appointment of receiver, liquidator, administrator of assets, insolvency, bankruptcy or winding up, amalgamation, re-organisation or restructuring of **Buyer** or any pending legal proceedings or dispute between the parties.
- i) Payments under this Guarantee to Seller shall be made in full without any set off or counter claim and free and clear of and without deduction or withholding any present or future taxes, duties any/ or other charges and any amounts withheld shall be grossed up accordingly.

5. Maximum Liability

Notwithstanding anything contained herein, our liability under this Guarantee shall not exceed **Rs. 10.15 lakh (Indian Rupees ten lakh fifteen thousand)**.

6. Miscellaneous

All notices and demand shall be in English and in writing and shall be addressed to the Guarantor at the following address:

[Bank Address]

7. Governing law and other miscellaneous provisions:

This Guarantee shall be governed by and constructed in accordance with the laws of India and courts in Ahmedabad shall have the exclusive jurisdiction.

IN WITNESS WHEREOF this guarantee has been executed by the Guarantor, on this ____ day of _____, 2023 at _____

For and on behalf of [BANK]

Signature and Seal:

Name:

Designation:

Section II - Scope of Work

1. This scope of work is a broad framework of the duties, obligations and works to be performed by each Party. In case of any inconsistency between this Schedule and the Contract, the provisions of the Contract shall prevail.
 - The Bidder will submit price quote for delivery of crude from the mentioned delivery point
 - Bidder will process the crude at its own plant. Bidder is not allowed to resale the crude to other buyers in any case.
 - Buyer shall submit to Seller the “End Use Certificate” at every end of the quarter.

2. General Scope of Work

2.1 General Scope of work at Delivery of crude at delivery point at seller’s plant location

- a) Top loading Tank Trucks with valid calibration certificate by weight & weight measures along with all necessary statutory approvals will only be allowed to fill crude at loading point. Crude will be supplied only during day time from 8:00 hrs to 17:00 hrs in all days in a week except Sunday. Supply may be executed on Sunday based on exigency of work at EPS Facility or well site.
- b) Bidder may appoint their representative at seller’s plant location for certification of quantity & quality.

2.2 Quantity:

The Buyer should be in a position to lift minimum 130 KL/ Month of crude as per Article 5, subject to availability of crude by seller.

2.3 Quality

The crude for dispatch will have properties and Testing & measurement method as mentioned below:

Crude Properties:

S.No	Parameter	Allora	Dholasan	Unawa
1	Specific Gravity at 15 °C	0.84-0.85	0.81-0.82	0.83 – 0.84
2	API Gravity	36.45	41.8	37
3	Total Acid Number	0.21 mgKOH/gm	0.11 mgKOH/gm	0.5 mgKOH/gm
4	Pour Point	36 Deg C	36 Deg C	30 Deg C
5	Asphaltene Content (% wt.)	0.33 % wt	0.11 % wt	TBA
6	Kinematic Viscosity@ 40°C	15.24 cSt at 50°C	5.53 cSt	TBA cSt
7	Salt Content	0.003 % wt	0.0023 % wt	TBA % wt
8	Sulphur Content	0.049 % wt.	0.02 % wt.	0.04% wt.
9	Wax Content	21.5 % wt.	17.8 % wt.	TBA % wt.
10	Water Content	Less than 5%	Less than 5%	Less than 5%

S.No	Parameter	Kanawara	North Kathana
1	Specific Gravity at 15 °C	0.80 - 0.81	0.82-0.83
2	API Gravity	44.1	39.58
3	Total Acid Number	0.08 mgKOH/gm	0.08 mgKOH/gm
4	Pour Point	30 Deg C	36 Deg C

5	Asphaltene Content (% wt.)	0.11 % wt	0.10 % wt
6	Kinematic Viscosity@ 40°C	6.38 cSt	9.08 cSt
7	Salt Content	0.00173 % wt	0.00036 % wt
8	Sulphur Content	0.02 % wt.	0.011 % wt.
9	Wax Content	17.8 % wt.	18.9 % wt.
10	Water Content	Less than 5%	Less than 5%

Crude Volume by dip method and crude quality by TMB sampling is measured at each compartment crude oil tankers at Crude Loading point (Delivery point for the Buyers) for dispatch.

2.4 Testing and Measurement Standards

Measurement of Volume	Dip Tape / Dip Stick Method. API Standard 2545
Sampling	As per ASTM D 4057
Testing	IP 74 Dean & Stark extraction method for determination of water content as per methodology defined in schedule C(v)
Density	IP-160
Volume Reduction Factor	ASTM Table 54-A (Correction of Volume to 15°C against density at 15°C)
Density Correction	ASTM Table 53-A (Correction of crude density to 15°C against density at 15°C)

2.5 Measurement

Measurement of crude shall be done through Dip Tape/ Dip Stick method (API Standard 2545) as per customarily used in standard oilfield and petroleum industry practices.

METHODOLOGY FOR DELIVERY/ TRANSFER OF CRUDEOIL AT DELIVERY POINT as follows

- The tank from which the crude is to be transferred for sale to Buyer will be isolated.
- Tank volume will be measured jointly by Operator & Buyer by dip tape/dip stick prior & after the transfer and recorded.
- After loading of tanker, TMB samples from each compartment of the tanker will be taken jointly by Operator and Buyer for preparation of composite sample and will be analysed to determine water content and Density of crude oil at Seller's Chemistry Lab at Loading point as per procedure described in Section II.
- Tanker volume will be measured jointly by Operator & Buyer by dip tape/ dip stick prior & after the loading and recorded in Tanker Challan will be accounted as gross volume supplied to Buyer.
- The volume of Net Dry Crude will be determined by subtracting volume of water from gross quantity of crude at tank temp. Thereafter volumetric measurements of the Net Dry Crude at tank temperature(s) will be converted into volume at 15 deg. C as per ASTM Table 54-A.
- It is agreed that only volumetric measurement of quantities (Cubic Meter @ 15Deg C/ Barrels at 60 Deg F) shall be considered for delivery. Quantity in barrels at 60 Deg F shall be estimated from quantity in cubic meters at 15 Deg C using a conversion factor of 6.29297.
- Based on the crude oil delivery in Buyer's designated Tanker, Seller will issue a 'Custody Transfer Certificate' as per Annexure – I of Section II to Buyer for each tanker indicating the quantity of gross and net dry crude volume and quality parameters like water content,

density, and API gravity at Delivery Point after each delivery in order to determine the quality and quantity of crude oil delivered to buyer at Delivery Point.

- h) In the case crude is in congealed status, first crude temperature will be measured at the time of lifting and either Crude volume may be measured as per dip measurement or its weight may be measured & get converted into volume ($\text{Volume} = \text{Mass} / \text{Density}$). Then, the volume of Net Dry Crude will be determined as per methodology mentioned in e & f above.

2.6 Company Representative for Inspecting the Work

- a) Company shall be entitled to designate a representative or representatives who shall at all the time have complete access for the purpose of observing or inspecting the operational work related to sale & processing of crude performed by the Buyer. Such representative or representatives shall be empowered to act for Company in all matters relating to Buyer's performance herein undertaken by the Buyer.
- b) The Buyer, further, shall have to agree at all times to co-operate with and extend assistance to employees of Company or to the employees of any other Buyer engaged by GSPC for the performance of any other function.

2.7 Other obligation to Buyer

- a) The Buyer may note that the crude is available on "fall back basis". Crude availability solely depends upon production from wells with no minimum supply quantity obligations in any duration.
- b) Buyer should follow tank filling procedure as per Standard Operating Procedure (SoP) & follow all plant safety instruction.
- c) Company reserves right to refuse deployment of any tanker, in the absence of the required documents in the vehicle or the invalid documents.
- d) Buyer agrees to be fully responsible for handling, transportation, storage etc of the crude once it is delivered to the Buyer. Buyer shall obtain any clearances, certificate if required under laws, for handling, transportation & storage of crude from Company's premises, to Buyer's premises for storage and for end use.
- e) Buyer should also follow physical specification & deployment of tanker inside the plant as per below mentioned specifications.

Technical/ Physical Specifications of tankers

• Required Technical/ Physical Specifications of Tanker

The Tanker(s) must be fit for purpose and confirm the following required technical specifications.

Tanker:

- | | | |
|------------------------|---|--|
| a) Tanker capacity | : | 20/24/29/40 KL |
| b) No. of compartments | : | Not less than three (3) compartments |
| c) Compartment IN-LET | : | Compartments with individual IN-LETS. |
| d) Compartment OUT-LET | : | The OUT-LETS of the compartments Attached to MAIN OUT-LET for Delivery. |
| e) Locking mechanism | : | The Abloy locking provision should be available for the tanker and the locks will be provided by contractor. Key shall be brought at the time of |

lifting/loading.

Documentary Validity:

The following document of tanker(s) to be used by buyer(s) for transportation of Crude from Delivery Point to Unloading Point must be valid:

- a) 'Registration certificate' from Road Transport Authority
- b) Fitness Certificate & Road Tax Receipt.
- c) Permit from RTO
- d) Insurance (including unlimited cover of Public/ Third party Personnel and property) from any national Insurance Company for product and vehicle.
- e) 'License' from Department of Explosives to transport of 'A'/'B" class petroleum products.
- f) Valid 'Calibration Certificate' from Department of Legal Metrology (formerly known as Weights & Measures department), confirming the tankers capacity and Weights & Measures seals for each compartment.
- g) Any other statutory document/ certificate/ requirement under Motor Vehicles Act, 1988 or any other Act in force to operate Crude tankers in the state of Gujarat for transportation of petroleum products.
- h) License for the driver (Heavy vehicle) for transporting of Crude in tanker.

Physical Condition of the Tanker(S)

The tanker(s) must confirm to the following at the time of reporting for loading of Crude:

- a) All chamber manhole seals, provided by Weights & Measures department, must be available and intact.
- b) Hinge bolts of all chamber covers must be properly welded.
- c) Valves of all chamber outlets must be intact and there should not be any leakage from these valves.
- d) No roof level difference must exist in the tanker(s).
- e) The tanker(s) must be in good and road worthy condition.
- f) Manifold caps should have provision to seal.
- g) Tanker(s) should have common manifold for unloading.
- h) Tanker(s) should have earthing clamps for unloading
- i) Tanker(s) should have unloading hoses with the following specifications:
- j) Rubber braided, non-corrugated hose with couplings at both ends (threaded swivel couplings), Hose size: 3", Hose length- 3-5 Mts (Standard).
- k) The contractor shall keep all his tankers clean and free from sediment of extraneous matters at the time of loading.
- l) The tanker must be free from any leakage. All compartment in-lets and out-lets including delivery pipe of tanker must be air-tight to avoid leakage while in movement.

Safety Requirements

The following safety measures must be provided with each Road tanker(s):

- a) 10 kg DCP Fire Extinguishers- 02 No's.

- b) Additionally 1 kg DCP fire extinguisher in driver's cabin – 1 no.
- c) Spark Arresters/ Fire Arresters fitted at the Silencer/ Exhaust pipe of the Crude Tanker.
- d) The exhaust should be wholly in front of the tank and should have ample clearance from fuel system and combustible materials.
- e) The Engine air intake should be fitted with an effective flame arrester, or an air cleaner having effective flame arrester.
- f) The cabin of vehicle should be of all metal construction and its rear window, if provided, should be fully covered with wired glass.
- g) Electrical fittings of the Crude Tanker should be adequately sealed and earthed to prevent open spark. Isolation switch should be provided to isolate the Battery fully from electrical system before loading and unloading.
- h) The pressure of the electric circuit should not exceed 24 volts.

The Tanker shall be equipped with the following requirements for its operation / use:

- a) Crew consists of one driver and one Khalasi / Helper on each working day.
- b) Good conditioned spare tyre, tools such as suitable Hydraulic Jack, Lever, Rod etc.
- c) Valid Documents such as Registration Certificate, Fitness Certificate, Explosive products transport license from PESO, Calibration certificates, Goods Permit, Comprehensive Insurance Certificate with taxes paid up to date and other statutory documents applicable.
- I. The Buyer shall be fully conversant with the laws applicable to the work under the contract including Motor Transport Worker's Act, 1961, Motor Vehicle Act, State Motor Vehicles Rules, Railway Rules, Port Trust Rules, Octroi formalities etc. to ensure that the work under the contract is carried out smoothly and efficiently.
- II. The Buyer shall acquaint himself with the site of crude availability, timing of crude loading, its approach roads, working/ loading/ measurement space available, etc. before submitting the bids. Submission of bid shall mean that Buyer has fully studied and acquainted himself with site conditions and Bid conditions. Further, the Buyer shall be exclusively responsible for obtaining necessary approvals from State and Central Government Authority, if any, for the purposes of evacuation of crude.
- III. Buyer is required to furnish details before the deployment - No. of tankers to be deployed, capacity of tanker, tanker registration number and transporters' name (if applicable). This information is required to be submitted on Buyer's letter head before start of Lifting of crude oil. Only such tankers will be given access to the COMPANY site. Buyer has to provide contact details of the coordinator specifically appointed for this operation.

3.1 General Guidelines / Terms of Operations

- a) Company shall provide parking space at the time of day's working. Parking of Tanker at the designated operational base/ worksite after day's working shall be the Buyer's responsibility.
- b) The Buyer shall deploy his representative/ Supervisor for execution of the work undertake on contract regulating their working hours and weekly off within the Statutory limits. The Buyer shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under Law.
- c) If any loss or damage or accident occur by the Buyer inside Company premises due to any

reasons then the Buyer shall be solely responsible of such damage. Such loss or damage will be recovered from the Buyer, besides imposing penalty as decided by the Company.

- d) The Buyer's crew shall display their Identity Cards at the Company premises/ duty places. The Buyer and his crew shall pledge secrecy and non-divulgence of the nature of work of the Company that may prejudice the Company's interest.
- e) Buyer's Insurance: Buyer shall secure and pay for and maintain in effect during the term of this contract the following Insurance coverage for its employees
 - Public Liability Act Policy/ Third party liability
 - Workman compensation Act policy
 - Group personnel accident policy
 - Group medi-claim policy

3.2 Safety & Special Conditions

- a) The Buyer shall comply with permit system, safety & security rules and regulations and other rules, laid down by Company at Work Site. It shall be the duty/ responsibility of the Buyer to ensure the compliance of fire, safety, security and other operational rules and regulations by his workers/ Drivers etc.
- b) Buyer must ensure that persons being deputed under the Contract have been verified for their antecedents by the Police authorities and shall be medically fit.
- c) Before deploying the said personnel, Buyer will furnish complete bio-data including License for the driver (Heavy vehicle) for transporting of class 'A' petroleum product in tanker.
- d) The Buyer and his crew on the tanker shall ensure safe transportation of Crude, observing and exercising all safety precautions/ cautions/ rules/ road signs etc. to avoid any incident/ accident while in transit with Crude load. The Buyer shall be responsible for any leakage and/ or slippage of Crude at the public place due to any tanker incident/ accident and consequences thereof.
- e) Carrying/ striking of matches, lighters, mobile phone inside the plant, smoking at loading/ unloading facilities strictly prohibited. Alcohol induced person will not be allowed to drive.

3.3 Pollution Control Responsibility

In the performance of any and all services and the works hereunder by the Buyer or his sub-Contractor, the Buyer shall accept full responsibility for compliance with all applicable laws and Government Orders, Rules and Regulations as amended/ in force from time to time relating to pollution. Buyer and his Sub-Contractor shall also comply with additional provisions as may be notified to the Buyer by Company. Without in any way limiting the generality of the preceding sentences, it is specifically agreed that the Buyer shall comply with the followings:

- i. Solid waste, such as tins, bottles, edible garbage, or any form of trash as classified under 'non-hazardous' category must be disposed of to appropriate locations in facility or at delivery point in appropriate manner/ or in accordance with applicable statutory laws/ Company policy.
- ii. All waste oil, greases or any chemicals as classified within 'hazardous' category shall be disposed of to appropriate locations in facility or at delivery point in appropriate manner/ or in accordance with applicable statutory laws/ Company policy.
- iii. The Buyer agrees to inform Company of such laws, orders & regulations and to make all his employees and the sub-Contractor fully cognizant of their responsibilities there under. Company's representative may discuss interpretations and applications of the laws, orders and regulations referred above with the Buyer's representative but such discussions shall not in

any way relieve the Buyer of his responsibility hereunder.

In addition and without in any way limiting, restricting whether arising under any other provisions of this contract or under any rule of law, the Buyer shall clean up and remove any pollution resulting from its non-compliance with the provisions of this section, at his cost and expense, and if the Buyer fail to do so, Company may clean up and remove the pollution in which case the Buyer shall reimburse Company the cost of such clean up and removal upon receipt of bill thereof.

3.4 Facilities to be provided by Operator

Data/ details/ drawings of the facilities, as available related to crude metering at loading gantry will be provided by Company, if applicable.

3.5 Responsibility Matrix

Sr. No	Description	Responsibility		Agreed Yes/ No
		Company	Contractor	
1.	Issue of necessary work permits for Oil Loading	√		
2.	Issue of Gate pass / Challan as & when required to be issued.	√		
3.	Supply of Light	√		
4.	Deployment of Tanker		√	
5.	Loading of crude oil through lifting/ fighter pump.		√	
6.	Manpower assistance (with required PPE) for Loading tanker		√	
7.	Place for Tanker Parking (other than Loading/ Unloading period)		√	
8.	Fitness certificate of tanker from RTO		√	
9.	Goods permit certificate from RTO		√	
10.	Explosive license for the carriage of crude/ petroleum products & all other necessary clearances/ permits etc. for Tanker		√	
11.	Calibrations certificate from department of Weights & Measurement for Tanker		√	
12.	Tanker Crew members are trained for handling hazardous nature of petroleum products, Emergency procedures & Emergency communication etc.		√	
13.	Approved quality spark arrestors have been provided on the engine exhaust of Tanker & Lifting Pump		√	
14.	Liability arising out of the disposal of Crude Oil, if any while loading, unloading & transporting		√	

15.	Accident/ Incident liability including spillage during loading, Transportation & unloading.		√	
16.	Tanker fighter pump in working condition		√	

3.6 Determination of water content


Determination of water content in crude oil/emulsion by IP 74 Dean & Stark extraction method as per below procedure:

- i. Measure 50 ml of sample in the distillation flask and subsequently add 100 ml of carrier liquid (mostly xylene) to the flask
- ii. Assemble the apparatus and choose the receiver's scale according to the expected water content of the sample.
- iii. Heat the flask and regulate the heating so that condensate falls from the end of the condenser at the rate of 2-5 drops per sec
- iv. Continue heating the sample until the volume of water in the receiver remains constant for 5 min.
- v. Wash down with carrier liquid (Acetone) for any water adhering to the condenser tube and if require dislodge the droplets through fine wire.
- vi. Record the vol of water from the receiver.
- vii. Report the result as the water content, IP 74

$$\text{Water percentage} = (\text{vol. Of water} / \text{total vol of sample}) \times 100$$

- Time duration per testing job: 30-45 minutes approx.

ANNEXURE 1: Custody Transfer Certificate

Custody Transfer No:				
Crude Oil Dispatch Certificate				
NAME OF THE OPERATOR		GNRL OIL AND GAS LTD		
NAME OF THE FIELD				
PERIOD				
LOCATION				
CUSTODY DATE :				
CUSTODY NO :				
SL. NO	DETAILS OF CRUDE	OHT No:		
A	TANK TEMP, °C (Tanker Challan)			
B1	DENSITY AT 15° C			
B2	API GRAVITY °API			
C	GROSS VOLUME LOADED IN TANKER/s (M ³) (Tanker Challan)			Total
D	WATER (%V/V)			
E	WATER VOLUME (M ³) (C * D)			
F	NET DRY CRUDE VOLUME (M ³) (C - E)			
G	VOLUME CORRECTION FACTOR (ASTM Table)			
H	NET DRY CRUDE VOLUME (M ³) AT 15° C (F * G)			
I	NET BARRELS (H * 6.29297)			
* Quantities upto four decimal points.				
Certified by				
		Site In Charge	Dispatch Monitoring Team	Buyer Representative
1	Name			
2	Designation			
3	Signature			

Section III: Price Schedule

1. The Bidders must ensure that their Price Proposals are in total compliance with the Tender Document/ bidding documents read in conjunction with its subsequent Corrigendum(s) and do not contain any comments/ suggestions/ clarifications/ additional conditions/ deviations/ variations/ exceptions, etc.
2. The bidder should have acquainted himself of the conditions prevailing at site.
3. The quantity shown in the bidding document is only approximate and may vary to any extent during contract period as per provisions of Bidding Document.
4. The bidder may familiarize themselves with the Income Tax Act 1961, the Companies Act, 2013, the Customs Act, 1962, the Foreign Exchange Management Act, 1999 and all other Applicable Laws. Company shall not entertain any request for clarifications from the Bidders regarding the same. The Bidder undertakes and agrees that before submission of its price bid, all necessary factors including those brought out above, have been fully investigated and considered while submitting the price bid.
5. Price bid evaluation shall be carried out on H1 basis only.
6. Bidder is required to give confirmation of the "Price Schedule". The rates mentioned herein are fixed and firm. Any dispatch shall be based on the rates mentioned herein only.
7. Crude Oil Price shall be considered as per **average** Bonny Light Crude Oil price during the period of crude lifting in the **relevant** month of sale.
8. Exchange Rate of US Dollar shall be considered as per **SBI TT selling average rate** during the period of crude lifting in **the month in which sale is done**.
9. Conversion factor of 1 cubic meter = 6.29297 barrel shall be considered
10. Quantities may vary based on the reserves, well conditions & rate of production of the wells.
11. Seller shall be responsible for any and all taxes, cess, duty or government levy of similar nature on production and transportation of Crude upto Delivery Point.
12. Buyer shall be responsible for any and all taxes, cess, duty or government levy of similar nature beyond Crude Delivery Point.

The Parties agree to this contract that the price per barrel of Crude shall be:

Allora field

Sr. No.	Description of Sale item	Standard crude price	% (Percentage) above / below on price as per Column (A)
		(A)	(B)
1	Sale of produced crude oil as per the specifications mentioned in the Tender document.	Standard crude price shall be considered as per average barrel Bonny Light Crude Oil Price in USD as published in Platts Marketwire for Bonny Crude Oil for the Month	
2	Applicable Taxes & Duties VAT	Bidder is required to bear all associated cost of the applicable Taxes & Duties, VAT/GST, Permissions, handling, transportation of emulsified crude to his processing facilities etc. Company shall not pay / reimburse any cost under any head to the Bidder.	

The Parties agree to this contract that the price per barrel of Crude shall be:

Dholasan field

Sr. No.	Description of Sale item	Standard crude price	% (Percentage) above / below on price as per Column (A)
		(A)	(B)
1	Sale of produced crude oil as per the specifications mentioned in the Tender document.	Standard crude price shall be considered as per average barrel Bonny Light Crude Oil Price in USD as published in Platts Marketwire for Bonny Crude Oil for the Month	
2	Applicable Taxes & Duties VAT	Bidder is required to bear all associated cost of the applicable Taxes & Duties, VAT/GST, Permissions, handling, transportation of emulsified crude to his processing facilities etc. Company shall not pay / reimburse any cost under any head to the Bidder.	

The Parties agree to this contract that the price per barrel of Crude shall be:

Kanawara field

Sr. No.	Description of Sale item	Standard crude price	% (Percentage) above / below on price as per Column (A)
		(A)	(B)
1	Sale of produced crude oil as per the specifications mentioned in the Tender document.	Standard crude price shall be considered as per average barrel Bonny Light Crude Oil Price in USD as published in Platts Marketwire for Bonny Crude Oil for the Month	
2	Applicable Taxes & Duties VAT	Bidder is required to bear all associated cost of the applicable Taxes & Duties, VAT/GST, Permissions, handling, transportation of emulsified crude to his processing facilities etc. Company shall not pay / reimburse any cost under any head to the Bidder.	

The Parties agree to this contract that the price per barrel of Crude shall be:

North Kathana field

Sr. No.	Description of Sale item	Standard crude price	% (Percentage) above / below on price as per Column (A)
		(A)	(B)
1	Sale of produced crude oil as per the specifications mentioned in the Tender document.	Standard crude price shall be considered as per average barrel Bonny Light Crude Oil Price in USD as published in Platts Marketwire for Bonny Crude Oil for the Month	
2	Applicable Taxes & Duties VAT	Bidder is required to bear all associated cost of the applicable Taxes & Duties, VAT/GST, Permissions, handling, transportation of emulsified crude to his processing facilities etc. Company shall not pay / reimburse any cost under any head to the Bidder.	

The Parties agree to this contract that the price per barrel of Crude shall be:

Unawa field

Sr. No.	Description of Sale item	Standard crude price	% (Percentage) above / below on price as per Column (A)
		(A)	(B)
1	Sale of produced crude oil as per the specifications mentioned in the Tender document.	Standard crude price shall be considered as per average barrel Bonny Light Crude Oil Price in USD as published in Platts Marketwire for Bonny Crude Oil for the Month	
2	Applicable Taxes & Duties VAT	Bidder is required to bear all associated cost of the applicable Taxes & Duties, VAT/GST, Permissions, handling, transportation of emulsified crude to his processing facilities etc. Company shall not pay / reimburse any cost under any head to the Bidder.	