

**TENDER DOCUMENT**  
**For**  
**Sale of Crude Oil from**  
**Block: CB-ONN-2010/5,**  
**Village Sunsur / Mitha Dharva, Dist.: Patan, Gujarat**

**Tender No.: PICPL / CRUDE OIL / ITB / 2026-27 / 01**

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**Pan India Consultants Pvt. Ltd.**  
**105 Phase IV**  
**Udyog Vihar**  
**Gurgaon-122015**  
**Haryana**  
**Email: [nmspl@panindiagroup.com](mailto:nmspl@panindiagroup.com)**  
**Phone: +91-124-2343883, 4300959**  
**Fax: +91-124-2346646, 2342880**

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**SECTION-1**  
**INVITATION TO BID (ITB)**

Pan India Consultants Pvt. Ltd.  
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Gurgaon-122015, Haryana  
Email: nmspl@panindiagroup.com  
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**INVITATION TO BID**

**Sub: Sale of Crude Oil of Block CB-ONN-2010/5, Village: Sunsar / Mithadharva, Dist: Patan, Gujarat**

**Ref: Tender No.: PICPL / Crude Oil / ITB / 2026-27 / 01**

Dear Sir / Madam

1.0 Pan India Consultants Private Ltd (**hereinafter referred to as PICPL / Company**), the operator of Block: CB-ONN-2010/5 is pleased to invite you to submit the Bid for the subject tender in accordance with the requirements & details as stated in the Tender Document, under

Two ENVELOPE SINGLE STAGE BIDDING SYSTEM in the following two Envelopes:

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

Bidders are requested to read the instructions and requirements in the Tender Document carefully and accordingly to submit the **Technical & Un-Priced Commercial Bid** in one envelop and **Priced Commercial Bid** in another envelop as stated above, each in a separate wax sealed envelope. Both envelopes are required to be placed in one wax sealed envelope and be sent to the tendering office address. Bids should be complete in all respects, as per the requirements of the relevant Sections & Annexures.

## 1.1 SALIENT FEATURES OF THE TENDER

|    |   |  |
|----|---|--|
| 1  | Tender No                                     | Tender No.: PICPL/CRUDE OIL/ITB/2026-27/01   |
| 2  | Title of Tender                               | <b>Sale of Crude Oil produced in Block CB-ONN-2010/5, Village: Sunsar / Mithadharva, Dist: Patan, Gujarat</b>  |
| 3  | BRIEF Scope of Work                           | Lifting of Crude Oil by Bidder's Valid tanker (by means of draining of free water from tanker after loading by PICPL)  |
| 4  | Tender Fee                                    | NIL  |
| 5  | Bid Security / Bid Bond                       | NIL  |
| 6  | Bid Validity                                  | One Hundred Twenty (120) days  |
| 7  | Bid Bond Validity                             | NA   |
| 8  | Last Date of Receipt of Queries               | Seven (7) days from the date of issue of this NCB  |
| 9  | Date of Pre-Bid Conference &                  | Not Applicable   |
| 10 | Tender Closing Date & Time                    | <b>23 Apr 2026 at 1500 hrs. IST</b> ( <i>tender opening on 23 Apr 2026</i> )   |
| 11 | Address for Correspondence / Tendering Office | Kind Attn: Gautam Hazarika<br>Pan India Consultants Pvt. Ltd.<br>105 Phase IV<br>UDYOG Vihar<br>Gurgaon-122015<br>Haryana<br>Email: nmspl@panindiagroup.com<br>Phone: +91-124-2343883, 4300959 |
| 12 | Date of Mobilization                          | Will be mentioned in Letter of Award.  |
| 13 | Validity of Contract period                   | <b><i>3 years with option to extend further for ONE year with mutual consent</i></b>   |
| 14 | Terms & Conditions of Contract                | As per Section-3 of this tender Document   |
| 15 | Specific Requirement                          | It is essential that the processing unit of the bidder is registered with MOEF/CPCB/GPCB having environmentally sound management facilities for crude / used / waste oil processing.           |
| 16 | Performance bank Guarantee                    | Rs.5 Lakhs   |

***NOTE: RECEIVING THE TENDER FROM THE COMPANY DOES NOT QUALIFY THE BIDDER AUTOMATICALLY FOR THEIR BID CONSIDERATION. THE BIDDER HAS TO QUALIFY TENDER TERMS & CONDITIONS INCLUDING BEC DESCRIBED IN THE TENDER***

## 1.2 ACKNOWLEDGEMENT OF TENDER DOCUMENT

Bidder(s) receiving this 'Invitation To Bid' directly are required to confirm in writing whether they intend to bid or not within three days from electronic issue of this document,

stating the reasons if declining to bid in this instance. Bidders not conforming to this requirement risk being barred from future inquiries.

### **1.3 PRICING STRATEGY**

Bidder is to quote strictly as per the 'Rate Schedule & Discount Quote (Section-8) of this Tender document.

### **1.4 EVALUATION STRATEGY**

Evaluation of Bids for awarding will be based on the most advantageous offer to PICPL reflecting a COMBINATION OF TECHNICAL ACCEPTANCE, QUALIFICATION AS PER BID EVALUATION CRITERIA (BEC) AS PER SECTION-6 and Rates.

However, Company reserves the right to reject or accept, in whole or in part, any Bid; waive formalities in the bidding process to negotiate Contract terms with any individual bidder when such bid is deemed fit by Company to be in their best interest. The company will be under no obligation to provide reasons for accepting or rejecting any Bid.

### **1.5 AWARD STRATEGY**

Single Agreement or Multiple Agreement(s), at PICPL's discretion

### **1.6 CHECK LIST**

Bidders should review and submit the check list (as per format at Annexure 2) along with bid in the ENVELOPE-I (**Technical & Un-Priced Commercial Bid**).

### **1.7 SUBMISSION OF BIDS**

Your sealed bid (ENVELOPE-I and ENVELOPE-II), complete in every respect & strictly in accordance with the Terms & condition in the Tender Documents, are to be submitted through one sealed envelope containing both envelopes as described above, at the reception of "Tendering Office" as detailed above, on or before Due date of Submission.

**1.8** Bidders to note that Non-compliance with the bidding instructions, except as permitted in the Bid and / or late arrival of Bid shall result in Bid not being considered.

**1.9** Only bids submitted by bidders who have been issued a bid document by the Company shall be considered. Any other interested bidder can also submit a bid and it shall be considered as per Tender qualifying conditions.

Further details are available in the Tender Document for the compliance.

Please acknowledge the receipt of the tender document as per Annexure 1 within Three (3) days from the date of this ITB.

We look forward to receiving your bid complete in all respects on or before the due date and time of bid submission.

Regards

***Naresh Agarwal, General Manager***

Pan India Consultants Pvt. Ltd.

105 Phase IV

UDYOG VIHAR

Gurgaon-122015

Haryana

## SECTION- 2 INSTRUCTIONS TO BIDDERS

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## **INSTRUCTIONS TO BIDDERS**

### **2.1 General Instructions**

- 2.1.1 Bidders must review the Article of Agreement (AOA) and Detailed Scope of Agreement specifications as per Tender, besides Bid evaluation Criteria, Responsibility matrix, commercial aspect, Rate Schedule (RS) and other information in the Tender document.
- 2.1.2 Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the Tender Document. Any exceptions/deviations, including those pertaining to Clauses affecting prices must be clearly stated ONLY in the format provided in *Annexure#3*. However, in case no exceptions/deviations are made / taken by the bidder, Bidder must return the form marked “Not Applicable”.
- 2.1.3 Bids from agent / agent’s representatives will not be accepted, unless backed by valid Letter of Authorization from the bidder’s Company.
- 2.1.4 Bids can be submitted through email at [nmspl@panindiagroup.com](mailto:nmspl@panindiagroup.com) followed by hard copy before the Bid Due.
- 2.1.5 All prices and terms and conditions should be valid for entire period of Contract Period as well as Delivery period and installation & commissioning.
- 2.1.6 PICPL may further place repeat orders for any or all the material/ services/ equipment at the same rates, terms and conditions for the other fields and offices which PICPL may acquire or associates in future.
- 2.1.7 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

### **2.2 Joint Venture / Consortium Bidder’s Bid: Not Allowed**

### **2.3 Use of English Language**

All correspondence, documentation and drawings shall be in the English Language.

### **2.4 Late Bids**

Company reserves the Right to reject / accept the bid submitted after the deadline for submission of bids prescribed by the Company.

### **2.5 Clarifications**

Bidders must seek any clarifications with respect to the Tender Document after tender issue date up to the date mentioned in the schedule of tendering. Any clarifications required to be sent to the following email: [nmspl@panindiagroup.com](mailto:nmspl@panindiagroup.com)

### **2.6 Submission of Bids**

- 2.6.1 A two-Envelope single stage National Complete Bidding (NCB) system, i.e., “Technical & Commercial Un-priced Bid” and “Commercial Priced Bid”, shall be followed.
- 2.6.2 Bids are to be submitted in duplicate i.e. two (2 copies each) of “Technical & Un-priced Commercial Bid” and “Priced Commercial Bid” in the separate sealed envelopes as follows:

#### **ENVELOPE-I: Technical & Un-Priced Commercial**

#### **Bid ENVELOPE-II: Priced Commercial Bid**

- 2.6.3 The Technical & Un-Priced Commercial Bid shall contain all details but with the price column of the Price Schedule Format blanked out. However, a Tick mark ( ✓ ) shall be provided against each item of the Price Schedule Format to indicate that there is a quote against that item in the Commercial Priced Bid. The Priced Commercial Bid shall contain

only prices duly filled in as per the price schedule format. Bids which Technical & commercial Un-Priced Bid is containing prices shall be rejected.

- 2.6.4 Each of the “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” shall be properly identified as “Original Technical & Un -Priced Un-priced commercial Bid” & “Copy Technical & Un-Priced Commercial Bid” and "Original Priced Commercial Bid" & "Copy Priced Commercial Bid".
- 2.6.5 The “Original Technical & Un-Priced Commercial Bid” along with one more “Copy of Technical & Un-Priced commercial Bid” with price deleted commercial copy shall be submitted in a separate sealed envelope (ENVELOPE-I) The same procedure shall be adopted for submission of the “Original Priced Commercial Priced Bid” and “Copy of Priced Commercial Bid” in separate envelope (ENVELOPE-II) Each Bidder will submit two soft copies of complete signed and stamped “Technical & Un-Priced Commercial bid be email, **in PDF format** along with “**Technical & Un-Priced Commercial Bid**” in the sealed cover i.e. ENVELOPE-I.
- 2.6.6 The entire Bid i.e. ENVELOPE -I and ENVELOPE -II should be then placed in a cloth-lined outer envelope duly sealed .
- 2.6.7 The Bids shall be submitted to the following address:

Attn : Shri Gautam Hazarika  
Pan India Consultants Pvt. Ltd.  
105 Phase IV  
UDYOG VIHAR  
Gurgaon-122015  
Haryana  
Email: nmspl@panindiagroup.com  
Phone: +91-124-2343883, 4300959  
Fax: +91-124-2346646, 2342880

- 2.6.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the minimum requirements specified in the Tender; and conforms to technical and commercial requirement or as may be decided by the Company, then the “Commercial Priced Bid” will be opened and evaluated.
- 2.6.9 In the Technical & Un-Priced Commercial Bid all the technical annexures should be submitted which would include compliance with Technical Specifications and all Price information should be left blank The Commercial part should be a comprehensive package which should include all Price information as well as “Technical” bid information.
- 2.6.10 The Bidder will provide the Delivery Period / Mobilization Period / Completion Period, as required in tender document from the date of NOA.

## **2.7 Validity Period**

The Bids shall be valid for acceptance for a period of **One Hundred & twenty (120) days** from the Bid Due Date of submission. The company, however, reserves the right to seek extensions of the validity period as may be required. In the event of extension of the validity period of the Bid, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension.

## **2.8 Technical Proposal Requirement**

The Bidder must adhere to the Technical Specification requirements as mentioned in the Tender.



## **2.9 Certificate & Inspection**

At any time prior to supply / execution of the contract, or during the course of delivery / completion and thereafter, the Company shall have the right to access materials and Supplier shall assist in the verification of certificates & inspections. The Company shall exercise reasonable judgement in acceptance or rejection of such verifications, but the Company reserves all the rights conforming to the requirements of the contract.

It will be the Bidder's responsibility to correct any deviations from specifications found by inspection prior to mobilization of equipment. This will be at the cost of the Bidder / contractor.

## **2.10 Commercial Proposal Requirements**

### **2.10.1 Currency**

Prices quoted shall be in Indian Rupee (INR).

### **2.10.2 Price in Words & Figures**

In case of discrepancy between words and figures, the advantage in favor of Company will apply.

### **2.11 Deadline for Submission of Bids**

The due date mentioned in the "Invitation to Bid" (ITB) shall be the deadline for submission of bids. In case of the unscheduled holiday in Gurugram, Haryana (India) being declared by Company on the prescribed closing day of the tender, the next working day will be treated as the scheduled prescribed day of closing of the tender.

### **2.12 Splitting of Quantity**

The Company shall have a Right to have sale agreement with multiple bidders at its sole discretion.

### **2.13 Payment Terms**

100 % advance payment before lifting of oil.

### **2.14 Taxes, Duties and Approvals**

2.14.1 The Bidders shall quote their prices exclusive of all taxes and duties payable by the purchaser.

2.14.2 Bidder shall consider in their bid and shall be responsible to obtain at its own cost, all required Permits / Consents / Essentiality Certificates (EC) to avail concessional / Nil duties & taxes applicable for the field, wherever applicable and required for the performance of the Bidder's obligations under the Contract, from the Government of India / concerned State Governments, authorities or agencies or political sub-division thereof including any for exemption of custom duties and other duties on material / equipment imported into India. Company will provide reasonable assistance wherever required including obtaining all certificates including Essentiality Certificate for claiming Zero Custom Duty as applicable under PSC, but all expenses related to obtaining all such Permits, Consents etc. shall be to the Bidder's account.

2.14.3 As per Government regulations VAT is applicable on Crude oil and that needs to be borne by the purchaser.

### **2.15 Performance Bank guarantee**

The Successful bidder shall furnish to Company, a Performance Bank Guarantee for Rs 10 Lakhs within 15 days of issue of the LOI / Contract (whichever is earlier) in the format as acceptable to the Company from any of the nationalized or scheduled private banks. If the

bidder does not submit the Performance Bank Guarantee as stipulated above, PICPL reserves the Right to take appropriate measures to secure the interest of the Company and right to cancel the award of LOI without thereby holding / incurring any liability towards bidder for any work / material / services already done / provided by the bidder / supplier. Successful bidder's PBG shall be kept with PICPL which shall be returned after successful completion of term of the Rate Contract and additional 90 days as referred above.

**2.16 Change Orders & Rates:**

The company shall have the right to make changes, including additions to or deletions from the quantities or in the specifications. The quoted and finally negotiated rates shall be valid & firm from the issue date of LOI up to the completion of the contract.

**2.17 Mobilization Period / Completion Period**

Time is essence of the Contract and Contractor shall perform the Work and Services diligently in accordance with the Bidder's **promised Mobilization period / Completion Period as set forth in Delivery schedule or agreed for any additional work / services / Supplies**. In the event it becomes apparent that the delivery date cannot be met, the Contractor shall, at its own cost, take all necessary steps to expedite the process, failing which the provisions of Liquidated Damages as specified in the Contract shall be applicable. The Company may also terminate the LOI or Contract immediately invoking the available remedies for protecting the interest of the Company. Company will have the right to reject any bid not meeting the delivery schedule / Mobilization time.

**2.18 Bid Bond – Not Applicable**

***SECTION- 2     Model Draft Crude Oil Sales Agreement***



**CRUDE OIL SALES AGREEMENT**

BETWEEN

PAN INDIA CONSULTANTS PVT LTD

**(Above hereinafter called as**

**SELLERS) &**

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**XX (CRUDE OIL BUYER)**

WITH RESPECT TO CONTRACT AREA

IDENTIFIED AS NELP BLOCK: CB-ONN-2010/5

CRUDE OFFTAKE AND SALE AGREEMENT

**PREAMBLE:**

This CRUDE OFFTAKE AND SALE AGREEMENT (“Agreement”) is made on..... Two Thousand \_\_\_\_\_ by and between:

**Pan India Consultants Pvt Ltd. (PICPL)** – the operator for **Block:CB-ONN-2010/5**, a company incorporated in India under the provisions of the Companies Act, 1956 and having its registered office at Office No.1 , Commercial Area, Vasant Kunj, New Delhi-110070 and it’s field Office at .....Mehsana , Gujarat - (hereinafter referred to as “**PICPL**”, which expression shall, unless repugnant to the context or meaning thereof so requires or permits, be deemed to include its successors and permitted assigns);

ARE HEREINAFTER REFERRED TO AS “SELLERS” OF THE FIRST PART

And

**XX** a body Corporate incorporated in India under the provisions of the Companies Act, 1956, and having its registered office at XXX as a BUYER (hereinafter called “XXXX” or “**BUYER**” which expression shall where the context so requires or admits to be deemed to include its successors and permitted assigns) of the **SECOND PART**.

WHEREAS

1. Government of India and the Sellers have signed a Production Sharing Contract (hereinafter referred to as the “PSC”) on 28.03.2012 for exploration, development and production of Petroleum from NELP BLOCK CB-ONN-2010/5 (hereinafter referred to as the “Block”).
2. SELLERS are engaged in the exploration and production of Crude Oil from the Block and are desirous of selling certain quantities of such Crude Oil to the BUYER.
3. Pursuant to the provisions of Article 18 of the PSC, SELLERS have the right to sell Crude Oil (as hereinafter defined) from the Block in domestic market. Buyer agrees to purchase the Crude Oil from the Block as per the allocation decided between the Buyer and the Sellers.

4. BUYER has agreed to purchase the Crude Oil produced by the Sellers from the Block for its Refinery/ Processing Unit (*as the case may be*) subject to the terms and conditions appearing hereinafter.
5. The Parties wish to agree on the terms and conditions upon which Crude Oil will be sold and Collected from the SELLER Storage Facility/ Delivery Point .

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

## ARTICLE 1. DEFINITIONS

1.1. In this Agreement, unless repugnant to the subject or context thereof:

- i. “**AFFILIATE**” shall mean a company or legal entity, directly or indirectly, controlling, being controlled by, or under common control of, a Party and the term ‘control’ with correlative meaning of the terms ‘controlling’, ‘being controlled by’ or ‘under common control’ means the right to exercise more than 50% voting rights of such company or legal entity.
- ii. “**AGREEMENT**” means the terms and conditions set out in this Crude Offtake and Sale 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.
- iii. “**APPLICABLE LAW**” shall mean any Law, as and to the extent that the same is applicable to the Parties and to this Agreement;
- iv. “**ARBITRATION ACT**” has the meaning ascribed to it in Article 15.1 of this Agreement.
- v. “**ASTM**” means the American Society for Testing Materials.
- vi. “**BARREL**” means a quantity or unit equal to 158.9074 liters (forty two (42) United States gallons) liquid measure, at a temperature of sixty (60) degrees Fahrenheit (15.56 degrees Celsius) and under one atmosphere pressure (14.70 psia).
- vii. “**BS & W**” means Basic Sediments & Water excluding Free Water;
- viii. “**BLOCK**” means the block known as “NELP BLOCK CB-ONN-2010/5 in respect of which the PSC was executed.
- ix. “**BUYER’S FACILITIES**” shall include those facilities of the BUYER that are located downstream of the Custody Transfer Point (whether owned, operated, and/or controlled by the BUYER including any facilities owned and/or operated by an Affiliate, or a third party with whom the BUYER has contracted to/leased such facilities) and having

approval/ Certifications from Concerned Government Authorities.

- x. **“CALENDAR MONTH”** means any of the twelve (12) months of the Calendar Year.
- xi. **“CALENDAR YEAR”** means a period of twelve (12) consecutive Months according to the Gregorian calendar, commencing with the first (1st) day of January and ending with the thirty- first (31st) day of December.
- xii. **Deleted**
- xiii. **Deleted**
- xiv. **“CRUDE OIL” OR “OIL” OR “CRUDE”** means all kinds of hydrocarbons and bitumen produced from the Block, both in solid and in liquid form, in their natural state or obtained by extraction from the Block, and delivered at the Delivery Point .
- xv. **“CUSTODY TRANSFER POINT”** means the point agreed hereunder where the title and risk of Crude Oil and/or Condensate passes on from the Sellers to the BUYER. Under this Agreement, Delivery Point is the Custody Transfer Point.
- xvi. **“DELIVERY POINT”** means, except as may be otherwise mutually agreed between the parties in writing, the point as set forth in Article 3 of this Agreement. .
- xvii. **“DAY”** means the period of time commencing at 07:00 hours on each day and expiring at 07:00 hours on the following day, Indian Standard Time and the date of any such day shall be the day of its beginning as herein defined.
- xviii. **“GOVERNMENTAL AUTHORITY”** shall mean the Government and any department, authority, ministry, commission, instrumentality, or agency of the Government, or any central, regional, local or municipal authority; any court or governmental tribunal, or any regulatory authority or any other authority of the Government lawfully exercising jurisdiction over this Agreement and / or the operations arising out of this Agreement whether under an Act of parliament, or any state legislature or otherwise.
- xix. **“LAW”** shall mean the substantive laws of India and shall include any Central, State or other statute, enactment, ordinance, code, directive, notice, decree, order, regulation, rule, law, or other applicable legislative or administrative action of a Governmental Authority or a final decree, judgment or an order of a court of India or any other public instrument- giving rise to rights and/or obligations which are enforceable before the courts in India;



- xx. Deleted
- xxi. **"METRIC TON"** shall mean the unit of weight equal to one thousand (1000) kilograms.
- xxii. **"MONTH"** means the period of time commencing at 07:00 hours on the first day of Calendar Month and expiring at 07:00 hours on the first day of the following Calendar Month.
- xxiii. **Deleted**
- xxiv. **"OPERATOR"** means PICPL the SELLERS, appointed as the OPERATOR pursuant to Article 7 of the PSC.
- xxv. **"PARTIES"** shall mean, collectively, all the parties to this Agreement as listed in the preamble above and term "Party" shall mean any of them individually to this Agreement including their successors and permitted assigns under this Agreement.
- xxvi. **Deleted**
- xxvii. **"PERSON"** shall mean and include any individual, partnership, corporation, limited liability company, unlimited liability company, association, trust, joint venture or unincorporated organization.
- xxviii. **"PETROLEUM"** means Crude Oil and/or Condensate and/or Natural Gas existing in their natural condition but excluding helium occurring in association with Petroleum or shale.
- xxix. **"PRICE"** means the price to be paid by BUYER to Sellers for Crude Oil delivered by Sellers to BUYER at the Custody Transfer Point in accordance with the provisions of this Agreement.
- xxx. **"PSC"** means Production Sharing Contract NELP BLOCK CB-ONN-2010/5 dated 28.03.2012.
- xxxi. **"PUBLIC OFFICIAL"** mean any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a Governmental Authority;
- xxxii. **"REFINERY / PROCESSING UNIT"** shall mean Refinery/ Terminal of the BUYER to which the Crude Oil produced from Block is to be transported.
- xxxiii. **"SELLERS' FACILITIES"** shall mean the facilities of the Sellers located upstream of the Custody Transfer Point.
- xxxiv. **"Expert"** means an independent and impartial person of international standing with

relevant qualifications and experience pursuant to Article 15 of this Agreement.

xxxv. **“TMB”** shall mean top, middle and bottom for the purpose of Crude Oil sampling in Tank.

xxxvi. **“YEAR” OR “FINANCIAL YEAR”** shall mean the period of time commencing at 0700 hours on April 1 of any Financial Year and expiring at 07:00 hours on April 1 in the next succeeding Financial Year.

1.2. 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".
- vi. References to any document or agreement (including this Agreement) or any Annexures include a reference to that document, agreement or Annexures as varied, amended, supplemented, substituted, novated or assigned from time to time.
- vii. References in this Agreement to any statute, statutory provision, (whether issued jointly with any other person or under any other name) or other legislation include a reference to that statute, statutory provision or other legislation as amended, extended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision or legislation.
- viii. Any reference to “writing” or “written” includes electronic mail, facsimiles and letters.
- ix. The Annexures form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement. In the event of any contradiction between the terms of this Agreement and the Annexures, the terms of the body of this Agreement shall prevail.

1.3. Unless repugnant to the subject or context thereof, all other terms used herein would be as per the PSC.

## ARTICLE 2. TERM OF AGREEMENT

2.1. This Agreement shall commence from the delivery commencement date and shall continue in full force and effect till 31stMar'23 unless this Agreement is terminated

earlier.

### ARTICLE 3. CUSTODY TRANSFER AND DELIVERY POINTS

- 3.1. All deliveries of Crude Oil hereunder shall be made by the SELLER to the BUYER at Delivery Point / Custody Transfer Point which shall be the outlet flange of the Storage Tank /facility and the title, risk and custody of Crude Oil shall pass from the Seller to the BUYER at the Delivery Point /Custody Transfer Point.
- 3.2. The responsibility for securing insurance for any type of risks from the DELIVERY POINT/CUSTODY TRANSFER POINT shall rest wholly with the BUYER.

### ARTICLE 4. QUANTITY ALLOCATION

- 4.1. Subject always to availability of Crude Oil and Sellers' ability to supply Crude Oil to the BUYER, the SELLERS agree to sell and deliver the Crude Oil at the aforesaid Delivery Point to the Buyer, the Quantity of Crude Oil set forth in Notification of Award(s) supplemented from time to time to this Crude Oil and Sale Agreement, in accordance with the terms of this Agreement.

### ARTICLE 5. QUALITY AND METHODOLOGY FOR OIL SAMPLING, TESTING AND MEASUREMENT

- 5.1. The Crude Oil supplied to BUYER shall meet the quality requirements as agreed between the Parties in accordance with the provision of this Agreement.
- 5.2. Standards and methods for determining the quality and measurement of Crude Oil is as per Annexure I.
- 5.3. The quality of the Crude Oil delivered hereunder shall be the quality of such Crude Oil as is usually made available by SELLERS at the Custody Transfer Point.
- 5.4. All Crude Oil delivered hereunder shall be accepted by BUYER.
- 5.5. BUYER shall accept delivery of such Crude Oil at the CUSTODY TRANSFER POINT and pay the SELLERS the price for the Crude Oil subject to quantity and quality details certified by SELLER in respect of the Crude Oil in accordance with the provision of this Agreement.
- 5.6. Notwithstanding anything contained herein, a different procedure may be mutually agreed by the Parties and will be adopted suitably recording the reference of the procedure used / agreed to.
- 5.7. SELLER's / BUYER's representative will witness the joint analysis of the Crude Oil carried out by PICPL at its laboratory. PICPL shall certify to SELLERS the quantity in Barrels/ Metric Tons of net dry Block Crude Oil delivered over to BUYER at the CUSTODY TRANSFER POINT and the quality thereof as per Annexure-I within 7 (seven) days and the quality thereof as per Annexure-I (Testing and Measurement Standards) during each day and shall deliver a copy to the SELLERS as soon as reasonably practicable thereafter.
- 5.8. BUYER shall accept delivery of such Crude Oil at the CUSTODY TRANSFER POINT and pay the SELLERS the price for the Crude Oil [subject to quantity and quality details

certified by PICPL in respect of the Crude Oil in accordance with the provision of this Agreement.

#### ARTICLE 6. PRICE

- 6.1. The price to be paid by BUYER to SELLERS for the quantity of Crude Oil sold shall be set forth in Annexure II of this agreement. The Crude Oil price arrived as per this Article will be used for the purpose of billing and payment.
- 6.2. Deleted.
- 6.3. Deleted.
- 6.4. Deleted
- 6.5. Deleted
- 6.6. Deleted

#### ARTICLE 7. INSURANCE ON CRUDE OIL

- 7.1. The responsibility for securing and maintaining insurance, for marine and any other risks from the CUSTODY TRANSFER POINT shall rest wholly with the BUYER.
- 7.2. Deleted.
- 7.3. Deleted.

#### ARTICLE 8. BILLING AND PAYMENT

- 8.1. SELLERS shall nominate its authorized representatives who shall raise invoice(s) for crude oil supplied as well as receive payment from BUYER and similarly the BUYER shall nominate the authorized representative who shall receive the invoice from SELLERS and make payments to SELLERS.
- 8.2. SELLERS shall raise **the invoices separately for each of the seller's portion**, on BUYER for the quantity (in Barrels and in Metric Tons) of net dry Crude Oil received by BUYER at the CUSTODY TRANSFER POINT as per certificate for the quantity loaded in marine tanker of BUYER.
- 8.3. For all deliveries through Tankers, the Due Date for payment shall be 7 days from the loading of tanker at Delivery Point.
- 8.4. It is recognized that all the pricing inputs (as referred in Annexure - II) applicable for the crude oil supplies, made during any particular Billing Period shall be available only after the end of the month. Hence the invoicing and the payment methodology shall be as under:
  - (a) Provisional invoice for the tanker shall be raised considering the pricing inputs applicable for the previous month. Subsequently, supplementary invoice/ debit/ credit note shall be raised, immediately upon the availability of all the actual inputs.
  - (b) BUYER shall ensure payment based on the actual applicable inputs, if the same are available on or before the above-mentioned payment due dates provided supplementary

debit/ credit note is issued by Seller before the payment due date. In case actual inputs are not available or Seller has not provided the supplementary debit/credit note on or before the payment due dates, the BUYER shall release the payment on the due date, based on the provisional invoices raised by the Seller and adjustments, if any shall be made immediately within 5 working days upon the availability of all the actual inputs and after issuance of debit/credit note by the Seller.

- 8.5. Commencing with the end of the Billing Period following the Delivery Commencement Date Seller shall submit to Buyer, not later than 5 working days prior to the Due Date:
- a) An Invoice setting out Seller's computation of the Amount Due for that Billing Period  
/shipment in accordance with this Agreement;
  - b) A Supplementary Invoice, if any.
  - c) In case Supplementary Invoice /Debit Note / Credit Note, if any raised less than 5 working days prior to the payment due dates, as specified in sub clauses Clause (a) and (b) above, payment for the Supplementary Invoice /Debit Note / Credit Note shall be made by the Buyer or the Seller within 5 working days from the date of such Supplementary Invoice  
/Debit Note / Credit Note.
- 8.6. In the event of dispute regarding billing and payment, Buyer agrees that all payments due hereunder shall be paid in full, without any set off or deduction, and shall be subsequently adjusted if so agreed by the Parties or, failing agreement within 90 days, the same shall be referred to an Expert. Buyer shall not make any unilateral/ arbitrary deduction/adjustment on any account, other than for Crude oil supplies, from payments due for crude oil supplies.
- 8.7. BUYER shall arrange remittance of the Amount Due for invoice and any amount due on a Supplementary Invoice on or before the Due Date specified herein via electronic transfer/telegraphic transfer to the bank(s) and account(s) nominated from time to time by SELLER by notice. BUYER shall provide (by facsimile transmission/e-mail to a designated officer of SELLER) details of BUYER's payment at the time of any such payment. The cost incurred in arranging electronic or telegraphic transfers shall be borne by the BUYER.
- 8.8. On the Due Date if BUYER's banks are closed but SELLER's banks are open, BUYER will arrange remittance on or before the Due Date.
- 8.9. If both BUYER's banks and SELLER's banks are closed on the Due Date the payment will be made on the working day previous to the aforesaid Due Date.
- 8.10. If BUYER 's banks and SELLER's banks are closed for two consecutive days or more, any payment due on the first day shall be made on the working day prior to the Due Date of payment and any payment due on the second day or following day shall be made on the first working day following such closure.
- 8.11. In case of unscheduled closure of both BUYER and SELLER's banks on the Due Date, the payment will be made on the following working day.

- 8.12. Notwithstanding anything contained in clause 8.8 to 8.11, in case payment Due Date falls on Saturday, payment shall be made on Friday whereas when payment Due Date falls on Sunday, payment shall be made on Monday.
- 8.13. Deleted
- 8.14. The buyer shall provide Form “C” (wherever applicable) within the prescribed time limit. In case the Buyer fails to submit Form “C”, VAT at the prevailing rates along-with interest/ penalty, if any, would be payable by the Buyer

#### ARTICLE 9. AUTHORITY OF OPERATOR

- 9.1. In all matters relating to this agreement all acts, deeds, matters and things of whatever nature or kind required to be done, signed and / or presented, as the case may be, and all appointments required to be made shall be made as the case may be, shall be done, signed, presented and/ or made by the OPERATOR for and /or on behalf of the SELLERS and all parties constituting the SELLERS any such act, deed, matter or thing, signed, made, done or presented or any such appointment made shall be binding upon the persons/ companies constituting the SELLERS and their successors and assigns in the same manner and to the same extent as if done by them and each of them individually with the intent that BUYER shall deal with the OPERATOR as the sole authorized representative of the SELLERS for the purposes of this agreement. This authority shall not be subject to revocation except by writing issued by all parties constituting the SELLERS.

#### ARTICLE 10. INDEMNITY

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

Any injury to, ill health, disease or death of an employee or a CONTRACTOR or sub- CONTRACTOR of a Party (or any employee of such CONTRACTOR or sub-CONTRACTOR); and/or

Actual physical loss to a Party's facilities;  
which is caused by either Party's operations at or near the CUSTODY TRANSFER POINT, shall be borne by the Party causing such loss, damage and/or cost or the Party which has engaged the relevant employee or CONTRACTOR or sub-CONTRACTOR, causing such loss, damage and/or cost and the Party bearing as aforesaid such loss, damage, liability, cost and/or expense shall defend, indemnify, hold harmless and release the other Party in respect of such loss, damage, liability, cost and/or expense.

- 10.2. Whenever a Party (the "INDEMNITEE") becomes aware of a claim in respect of which it will or may be entitled to require the other Party (the "INDEMNITOR") to defend, indemnify, hold harmless and release it pursuant to this Article above, the INDEMNITEE shall promptly notify the INDEMNITOR and the INDEMNITEE shall take such action as the INDEMNITOR may reasonably request to avoid, dispute, resist, appeal, compromise or defend the relevant claim and any judgement in respect thereof, subject to the INDEMNITEE being indemnified and secured to its reasonable satisfaction by the INDEMNITOR against all losses, costs, damages and expenses relating to such claim including, without limitation, those thereby

incurred or to be incurred. If the INDEMNITOR does not request the INDEMNITEE to take any appropriate action as aforesaid, or shall fail to indemnify and secure the INDEMNITEE to its reasonable satisfaction within twenty-eight 28 days of the notice to the INDEMNITOR, the INDEMNITEE shall be free to pay or settle the relevant claim on such terms as it may in its absolute discretion think fit and thereafter recover from the INDEMNITOR pursuant to the INDEMNITEE's rights under this Article.

## ARTICLE 11. TAXES, ROYALTIES, RENTALS, DUTIES ETC

- 11.1. Other than the duties and taxes mentioned in Annexure II (for the purpose of Price Build-up), all taxes, duties, imposts, fees, charges and dues of every description imposed or levied by any governmental, local or port authority on the Crude Oil supplied hereunder, in respect of any stage prior to transfer of title and risk in such Crude Oil being transferred to Buyer, before the Delivery Point shall be to Seller's account.
- 11.2. The duties and taxes of every description imposed by Govt. authority in respect of transfer of title and risk in the crude oil (including sales tax / VAT) shall be borne by the Buyer. However, Buyer agrees to pay the taxes as per the price built-up formula.
- 11.3. In the event of any change or amendment of any Act or Law, Rules or Regulations of Govt. of India or Public body or any change in the interpretation or enforcement of any said Act or Law, Rules or regulation by Indian Govt. or Public body which becomes effective after the date of the agreement and which results into liabilities on account of any additional taxes, duties, levies etc., the same shall be borne either by SELLER/S or BUYER keeping in view the applicability of such taxes to be decided after mutual discussion. However, GST as and when introduced will be borne by the Buyer.

## ARTICLE 12. TERMINATION

- 12.1 This agreement shall terminate upon expiry of its Term.
- 12.2 Seller 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 Oil or upon giving [30] days' notice to Buyer terminates the Agreement if:
  - 12.2.1.1 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.
  - 12.2.1.2 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;
  - 12.2.1.3 Buyer fails to take delivery of Crude Oil it is obligated to under this

Agreement and such failures are not excused by any other provision in the Agreement;

12.2.1.4 A Buyer event of Force Majeure continues for 30 days or more;

12.2.1.5 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;

12.2.1.6 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;

12.2.1.7 A receiver is appointed for the whole or significant part of the assets or undertaking of Buyer;

12.2.1.8 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;

12.2.1.9 In case the Parties fail to agree to a new Price or terms satisfactory to both Parties;

12.2.1.10 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

12.2.1.11 Buyer has passed a resolution to apply to a competent court for liquidation.

12.3 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:

12.3.1.1 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;

12.3.1.2 A Seller event of Force Majeure continues for 30 days or more;

12.3.1.3 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;

12.3.1.4 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;

12.3.1.5 A receiver is appointed for the whole or significant part of the assets or undertaking of Seller;

12.3.1.6 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;

12.3.1.7 In case the Parties fail to agree to a new Price or terms satisfactory to both Parties;

12.3.1.8 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

12.3.1.9 Seller has passed a resolution to apply to a competent court for liquidation.

12.4 In the event that the Government withdraws its consent to the Sellers selling crude oil to the domestic private refiner(s), the Sellers may without prejudice to any claim, remedy, suit or right of action the Sellers may have against the Buyer, terminate this Agreement by giving thirty (30) days notice to the Buyer to that effect.

12.5 In the event of Seller suspending deliveries of Crude Oil in any of these circumstances referred to in Article 15, Seller may, so long as the event continues, and in addition to any other legal remedies it may have, forthwith upon giving the appropriate notice to Buyer, terminate the Agreement.

12.6 If pursuant to the provisions of Article 15, Seller withholds, reduces or suspends delivery of the Crude Oil, then Seller shall be under no obligation to make up any quantity of the Crude Oil which would have been delivered to Buyer but for such withholding, reduction, or suspension.

12.7 Any termination of the Agreement shall be without prejudice to the rights and obligations of either Party as accrued at the date of termination.

12.8 Notwithstanding anything to the contrary express or implied elsewhere herein:

12.8.1.1 Seller (without prejudice to its other rights) may at its sole discretion either terminate the Agreement forthwith suspend delivery under the Agreement until further notice, on notifying the other party either orally (confirming such notification in writing) or by notice in writing, if Buyer:

12.8.1.1.1 fails to make any payment due to Seller under the Agreement in full and punctually by the Due Date;

12.8.1.1.2 fails to take delivery in accordance with the Quantity or Delivery provisions of the Agreement

12.9 In event of termination of the "PSC" as per provisions of the Article 30 of the PSC, this Agreement will stand terminated without any liability of compensation and/or damages, arising out of such termination.

12.10 The following provisions of this Agreement shall survive expiry or termination, howsoever effected: Articles 9, 10, 11, 15, 16 and 19. In addition, any and all accrued liabilities under this Agreement shall survive termination unless this Agreement expressly states the contrary.

## ARTICLE 13. FORCE MAJEURE

- 13.1. Except for its obligation to make payment for any past dues already accrued, 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 12 herein below
- 13.2. 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, notifying 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.
- 13.3. The Party asserting the claim of Force Majeure shall have the burden of proving that 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.
- 13.4. 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.

## ARTICLE 14. SCHEDULED OUTAGES

- 14.1. Buyer / Seller shall give the other party sufficient notice, in writing, 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 60 days in one year.

## ARTICLE 15. DISPUTE RESOLUTION

- 15.1. Except as otherwise provided elsewhere in the Agreement, if any dispute, difference, question or disagreement arise between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation of the Agreement or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as per Indian Arbitration and Conciliation Act 1996.

## ARTICLE 16. LAW and JURISDICTION

- 16.1. This 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 New Delhi shall have exclusive jurisdiction in the matter.

## ARTICLE 17. ENTIRE AGREEMENT, AMENDMENTS, WAIVER AND MISCELLANEOUS

- 17.1. This Agreement and the documents referred to therein or that are expressed to be entered into in connection with it and other agreements entered into contemporaneously with this Agreement constitute the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any past understanding, agreement, side letter, amendments, etc. Each of the Parties hereby acknowledges that, in entering into this Agreement it has not relied on any representation or warranty save as set out expressly herein or in any document referred to herein..
- 17.2. No delay or omission on the part of either Party in exercising any right, power or remedy provided by law or under this Agreement, nor any indulgence granted by any Party to any other Party, shall impair such right, power or remedy, or be constructed as a waiver thereof, nor shall the single or partial exercise of any right, power or remedy provided by law or under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 17.3. Any waiver shall relate only to the matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach
- 17.4. No variation of or amendment to any of the terms of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties and no waiver of any provision hereof shall be effective unless it is in writing and signed by the Parties against whom such waiver is sought to be entered.
- 17.5. This Agreement is without prejudice to the rights and responsibilities of the SELLERS vis-à-vis Government under the PSC, provided that as between the SELLERS and the BUYER, the Sellers' rights and obligations under the PSC shall not affect the Sellers' and BUYER's rights and obligations under this Agreement.

## ARTICLE 18. NOTICES

- 18.1. All notices given by either party to the other under this Agreement shall be in writing.
- 18.2. Any notice or other communication required to be given pursuant to this Agreement shall be given by delivering the same by hand at, or by sending the same by registered/speed post (air mail if to an address outside the country of posting) to the address of the relevant Party set out in this Agreement or by fax, e-mail using the relevant number set out below or such other address as either Party may notify to the other from time to time. Any notice or other communication given as aforesaid shall be deemed to have been given at the time of delivery (if delivered by hand) or on transmission of the recipient's automatic answerback (if sent by fax) or when received (if sent by post):
  - a) For Seller: As set forth in Annexure-IA of this Agreement as Seller's address and Contact; and
  - b) For Buyer: As set forth in Annexure-IA of this Agreement as Buyer's address and Contact.

## ARTICLE 19. CONFIDENTIALITY

- 19.1. Subject to the further provisions of this Article 19, each Party shall maintain in confidence in accordance with the standards of care and diligence that it utilises in maintaining its own confidential information the terms of this Agreement and any information supplied or obtained by a Party pursuant to the terms hereof ("**Confidential Information**").
- 19.2. Notwithstanding Article 19.1, confidential information will not be termed as confidential if
- i. Disclosure of such information is required by law;
  - ii. Disclosure of such information is required by any securities exchange or regulatory or governmental body to which such Party is subject or submits, wherever situated, whether or not such requirement for information has the force of law;
  - iii. Such information is disclosed to the professional advisers, auditors, bankers of a Party provided that such Party procures that such persons protect such Confidential Information on the same terms as and agrees to be bound by as if it were a Party to this Article;
  - iv. Such Information is already in the public domain through no fault of that Party;
  - v. The other Party has given prior written approval to for the disclosure of such information to the disclosing party;
  - vi. Such information is disclosed to any potential assignees or transferees of such Party provided that such Party procures an undertaking in writing that the potential assignee or transferees protects such Confidential Information on the same terms as and agrees to be bound by as if it were a party to this Agreement.

## ARTICLE 20. ANNOUNCEMENTS

- 20.1. Neither of the Parties shall make any announcement relating to this Agreement, the transactions contemplated hereby, or any ancillary matter (otherwise than as required by any statutory or legal or existing contractual obligation or the requirement of any securities exchange or regulatory or governmental body, wherever situated, to which any party is subject or submits, whether or not the requirement has force of law) other than with the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed)

## ARTICLE 21. EFFECT OF INVALIDITY, ILLEGALITY, UNENFORCEABILITY

- 21.1. The invalidity, illegality or unenforceability of any of the terms of this Agreement in any respect for whatever reason under the law of any jurisdiction, shall not affect or impair the validity, legality or enforceability in that jurisdiction of any other provision of this Agreement, or under the law of any other jurisdiction of that or any other provisions of this Agreement. The Parties shall make all reasonable endeavours to agree as far as possible that invalid terms shall be amended or replaced by valid terms with a similar effect in order to maintain the purpose and continuity of this Agreement and till the amendments are carried out, such invalid terms will be inoperative in relation to the rights and obligations of the Parties under this Agreement.

## ARTICLE 22. CONJUNCTION WITH PSC

- 22.1. In Case of differences of conflict or in-consistency between the provisions of this

Agreement and the provisions of PSC, to the extent of such inconsistency, the provisions of PSC shall prevail.

#### ARTICLE 23. REPRESENTATIONS

- 23.1. Without prejudice to any liability for any fraudulent misrepresentation, each of the Parties hereby acknowledge to the other Party that it has not entered into this Agreement in reliance upon any representations made by such other Party (other than any made fraudulently) and accordingly, neither Party shall have any remedy against the other Party in relation to misrepresentation.

#### ARTICLE 24. ASSIGNMENT

- 24.1. No assignment or other transfer of any right, title or interest in this agreement shall be made by any Party without the prior written consent of the other Party(ies), which shall not be unreasonably withheld provided that in the case of any Party constituting the CONTRACTORS, each such Party shall be entitled to assign its interest, rights and/or obligations in and under this Agreement to any third party if it has concurrently assigned its corresponding interest, rights and/or obligations in and under the PSC in accordance with Article 28 of the PSC.

#### ARTICLE 25. PROHIBITED PAYMENTS

- 25.1. Each Party covenants that it and its Affiliates, officers, directors and employees (collectively, the “Representatives”) have not to the best of its knowledge and belief made, offered, or authorized and will not make, offer, or authorize, with respect to the matters which are the subject of this Agreement, any payment, gift, promise or anything of value or advantage, whether directly or through any other person or entity, to or for the use or benefit of any Public Official or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate any Applicable Laws. Each Party further covenants and represents that it will not request any service, action or inaction by any person or entity which would constitute such violation.
- 25.2. Each Party shall defend, indemnify and hold the other Party harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to, any breach by such first Party of this Article 25. Such indemnity obligation shall survive the early termination or expiration of this Agreement. Each Party shall promptly: (i) respond in reasonable detail to any notice from any other Party reasonably connected with the above-stated warranty; and (ii) furnish applicable documentary support for such response upon request from and at the expense of such other Party. In the event of a breach of any of the provisions of this Article 25, each Party reserves the right to take whatever action it deems appropriate to ensure that it is in compliance with any Applicable Law in this regard, which may include the immediate termination of this Agreement.

#### ARTICLE 26. NO AGENCY

Neither Party shall, and each shall procure that its directors, officers and employees in that capacity, shall not, represent itself or otherwise hold itself out as an agent or other representative of the other Party or otherwise hold itself out as having any

authority to bind the other of them unless such person is validly authorized to do so.

#### ARTICLE 27. GOOD FAITH

Each of the Parties shall and shall use all reasonable endeavours to procure that any necessary third party shall, at its own cost, so execute or perform all such further deeds, documents, assurances, acts and things as may reasonably be required to perfect the transaction referred to herein, and to give effect to the terms of this Agreement.

#### ARTICLE 28. CUMULATIVE REMEDIES

Except as expressly provided herein, the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

#### ARTICLE 29. NO PARTNERSHIP

Nothing in this Agreement shall constitute or be deemed to constitute the relationship of principal and agent or of a partnership between the Parties and neither of them shall have any opportunity to bind the other in any way or for any purposes.

#### ARTICLE 30. PRIVACY

This Agreement is intended solely for the benefit of the Parties and is not intended to confer any benefits on, or create any rights in favour of any other person.

#### ARTICLE 31. COUNTERPARTS

This Agreement may be executed in multiple counterparts simultaneously, each of which shall be an original, but all of which shall constitute a single instrument.

#### ARTICLE 32. COMPLIANCE WITH LAWS

In carrying out the obligations, the Parties shall comply with all applicable statutes of India as may be amended from time to time.

#### ARTICLE 33. APPROVALS

Each Party shall be responsible for obtaining all consents, authorizations, approvals and assurances of whatsoever nature necessary to enable it to comply with its obligations under the Agreement.

#### ARTICLE 34. CONSEQUENTIAL LOSS, LIMITATION OF LIABILITY

Except as expressly provided for in this Agreement, neither Buyer or Seller shall be liable for consequential, indirect, remote, unforeseen or special losses/damages or for loss of control, profit or product of any kind arising out of or in any way connected with the conclusion, the performance or non or mis-performance or the termination of this Agreement, and whether arising in contract, tort including negligence or breach of duty, statutory, or otherwise.

#### ARTICLE 35. NON-EXCLUSIVITY

Both parties to this agreement agree that entering into this agreement will not be a bar / limitation for either party to enter into similar agreements with other parties

**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

|  |  |
|--|--|
| <p><b>For and on behalf of SELLERS</b><br/> <b>Pan India Consultants Pvt Ltd.</b><br/> <b>(OPERATOR)</b><br/> <b>By:</b></p> | <p><b>For and on behalf of BUYER</b><br/> XXXXXXXXXXXXXXXXXXXXXXXXXXXX<br/> <b>X</b><br/> <b>By:</b></p> |
|--|--|

|  |   |
|--|---|
| <p><u>In the presence of</u><br/> SIGNED &amp;<br/> DELIVERED<br/> <b>For and on behalf of</b> _____<br/> by _____</p> | <p><u>In the presence of</u><br/> SIGNED &amp;<br/> DELIVERED<br/> <b>For and on behalf of</b> _____<br/> by _____.</p> |
|--|---|

**Annexure-IA**

**Attached as Annexure-IA to Crude Oil Sales Agreement dated [        ] between Pan  
India Consultants Pvt Ltd. (PICPL) and \_\_\_\_\_**

**Producing Area (s), Mode of Delivery, Mode of Measurement & Sampling:**

**Delivery Commencement Date**        :                                .....

**Expiry Date**                                :                                .....

**A. Summary of Producing Areas**

|   | <b>Producing<br/>Areas</b>  | <b>Delivery<br/>Mode</b> | <b>Custody<br/>Transfer<br/>Measurement<br/>System</b> | <b>Frequency<br/>Of<br/>Measurement</b> | <b>Frequency<br/>of<br/>Quality<br/>Testing</b> | <b>Sampling<br/>for BS&amp;W</b> |
|---|-----------------------------|--------------------------|--|---|---|----------------------------------|
| 1 | Block:<br>CB-ONN-<br>2010/5 | Road<br>Tanker           | As per Article-3                                       | Tanker wise                             | Tanker<br>wise                                  | TBM                              |

1. Sampling for BS&W shall be done after draining free water, if required  
2. For detailed procedures on Measurement & Testing refer **Article 3**.

**Buyer's Refinery/ Processing Unit:**

**Seller** :Address:

Contact:

Phone no:

Fax no:

**Buyer** :Address:

Contact:

Phone no:

Fax no:



**Annexure I**

|                                     |   |
|-------------------------------------|---|
| Measurement of Volume               | <b>"Dip Tape / Dip Stick Method. API Standard 2545</b>  |
| Sampling                            | As per Oil Field Standard Practices or ASTM D 4057  |
| Testing of Water Content and BS & W | Water content as per ASTM D 96 (by distillation process)  |
| Density                             | IP-160 (specific gravity is measure by using hydrometer at raised temperature as it is a heavy oil which in turn is converted to specific gravity at 15 Deg C and to API Gravity) |

ANNEXURE II

Attached to the Crude Oil Sales Agreement dated [ ] between Pan India Consultants Pvt Ltd and [ ]

**Price:** The Price applicable to quantities of Crude Oil sold and purchased under this Agreement expressed in Indian Rupees per liter and shall be calculated as follows:

$$\text{Price built-up formula} = \text{FOB} \times \text{ER} + \text{T\&D}$$

Where:

FOB = FOB PRICE

Pricing of crude oil shall be on FOB basis. The FOB price will have components viz. (i) Base Price (ii) Adjustment differential (Premium or Discount)

**Base Price:**

- (i) Base Rate shall be considered in every month, it will be based on “previous month’s average of Indian Crude Basket” and price of same will be available at website <https://www.ppac.gov.in/>
- (ii) Current month’s Base Rate shall be derived on the basis of average rate of **previous month**, from 1st day to last day of the month’s Indian Basket of Crude average. The said rate is in US \$/ Barrel.
- (iii) The declared US \$/Barrel rate as mentioned is being converted into Rs. / litre rate by considering the RBI’s reference exchange rate of first day of the current month and with the unit conversion of 1 Barrel = 158.987 litres. In case the 1st day of the month is a holiday, the rate of the immediate next working day will be considered.

(Calculation illustration provided in Annexure III)

- (iv) **Adjustment for Differential:** In order to arrive at net amount of Crude oil, the Base price at S. No (i) above shall be reduced by an amount computed as under:

| S. No | Crude Oil Type | Amount to be reduced from the Base Price (in INR) / Liter             | Net Amount (in INR) / Liter |
|-------|----------------|---|-----------------------------|
| 1     | Crude Oil      | Base Price +/- ( Premium/ Discount Quoted by the bidder for the Year) |                             |

ER: Exchange Rate

The Foreign Exchange rate to be used for converting US Dollar to Indian Rupees shall be the Reference Rate of Reserve Bank of India published on website [www.fbil.org.in](http://www.fbil.org.in). The Foreign Exchange rate shall be the monthly average rate for the month of loading/ supply and shall be rounded off to two decimal places.

1. T&D = Taxes and Duties:

Buyer shall pay VAT/ GST as applicable on prevailing rate

A template illustrating crude oil price working/ built-up as per provisions of this CONTRACT is attached as ANNEXURE III. Both parties agree to use the template at for working out crude oil prices

2. Non-availability of any of the above inputs

If, at the time the applicable price is calculated using above formula, the value of any factor is temporarily not available from the relevant publication or source, but is likely to be available at a later date, or has been computed or published in an erroneous form, the parties shall promptly agree on a provisional value in good faith. Immediately upon availability of such exact factor on a later date, Seller shall raise a supplementary corrected invoice incorporating such revised factor and the parties agree to make the payments to the party to whom it is due within 7 days of receipt of such supplementary invoice. Any disputes on the value of such factors, the matter shall be referred to an expert for determination

- (i) In the event at the time of any price being calculated using the above formula, any of the above formula factors ceases to be published, Buyer and Seller shall promptly confer with one another in good faith to reach an agreement to amend the formula to reflect
  - (a) a formula that is reliable or representative of the initial intent of the pricing formula and,
  - (b) a formula that continues to reasonably coincide with the original pricing formula agreed at the time of signing the agreement.

If the parties are unable to agree a new formula, the matter shall be referred to an expert for determination of a new or revised formula

- (ii) In the event the parties are unable to promptly agree alternate values for factors, alternate factors, and/or a new formula (either temporarily in the case of point no (i) above or permanently in the case of point no (ii) above), the parties agree to use the last available value for that factor used in calculating price hereunder not in need of correction, replacement or review in order to calculate a provisional price, which shall be the price for purposes of invoicing and payment of deliveries of crude oil made hereunder.

Upon the matter being either settled by agreement of the parties or determined by an expert, the accounts shall be adjusted between the parties to reflect the revised price calculation taking into account that which was determined or agreed.

ANNEXURE III

Template illustrating crude oil price working / build up

| <b>The Rate Calculation for the month of April 2026</b> |  |
|---|--|
| A   | <p>I. Average Indian Basket of Crude Oil (Indian basket) Rate: US\$ 113.49/BBL (average of 01.031.2026 to 31.031.2026) available at website <a href="https://www.ppac.gov.in/">https://www.ppac.gov.in/</a></p> <p>II. RBI Reference Rate: Rs 93.2088/US\$ on 01<sup>st</sup> /02<sup>nd</sup> April 2026, 1 BBL = 158.987 litre.</p> <p>III. The Crude rate in Rs/BBL = Rs. 6957.23 / BBL (= US\$ 83.46 per BBL x Rs.83.36 per US\$)</p> <p>IV. Average Crude Rate: Rs. 66.54/Litre (= 6957.23 / 158.987)</p> |
| B   | Premium/ Discount Quoted by the Bidder   |
|   | If Bidder's Discount Rate is ( -5.00 Per Liter), the final Rate shall be Rs. 66.54 - 5 = Rs. 61.54   |
| C   | <b>Applicable Taxes &amp; Duties (VAT/ Sales Tax /CST /GST on above)</b>   |

## SECTION-4

### SCOPE OF AGREEMENT (SOA)

#### Source of Crude Oil/

- > Production from Wells drilled in Block: CB-ONN-2010/5 and stored at Storage Tank at each Well sites.

#### 4.0 Crude Oil / Quality

- > Oil may be contaminated with sludge/sediments, water or other complex substances and has different physical properties in terms of hydrocarbon content
- > The physical condition of Oil may be in Fluid state or Congeal State.
- > Oil may be in emulsified condition.
- > It is the Company's sole right to decide the quality of free water which is to be drained at the site.
- > For Crude oil/, analysis for water content is to be carried out by taking **proportionate Top-Middle-Bottom (TMB) or Top-Bottom (TB)** samples of the tank after draining free water in presence of Contractor's / transporter's representative.
- > Company shall decide and certify the water content in the Crude oil/ and same shall be considered for the payment

#### WATER CONTENT DEDUCTION FORMULA FOR CRUDE OIL/

Water content in %( V)

|            |               |
|------------|---------------|
| 0 to < 5 % | No Deduction  |
| > 5 %      | As Per Actual |

Note: Free water content in Crude oil can be drained at the time of lifting Crude oil.

#### 4.1 Crude Oil / Quantity

- **Crude Oil/** production quantity is uncertain in nature; hence it will be as per the actual quantity produced at site.
- Lifting of Test/Crude oil/ will be as per the Company's requirement & the bidder has to lift, even if the quantity is low.
- The Contractor is required to submit the report of quantity & quality of Crude oil lifted from the Site, and quantity of Crude Oil lifted from the site.
- Documents should be submitted within one week from lifting of Test / Crude Oil / from Company's premises; these should be signed and stamped by Company & Contractor's authorities.
- The measurement of volume is to be taken by the dip stick of CALIBRATED STORAGE TANK for both Crude oil Crude oil quantity.
- The quantity of Crude Oil shall be off-loaded on "as is where is" basis.
- Oil storage shall be in the waste Pit or in Oil Tank
- Oil condition may be in liquid stage or in congeal state.
- The Contractor shall arrange loading of oils as and when given requirement by company.
- Suitable sucking delivery hose attached with Pump must be flexible and of appropriate length size to ensure quick & proper loading of oils without any leakage / wastage of oils.
- Authorized representative of the contractor must be available two hours before at designated operational base for taking necessary instructions and for proper coordination for tankers loading.
- Steaming unit shall be on requirement base & shall be mobilized by **Contractor** if it is required.
- Manpower deployment shall be based on requirement.
- Company will not be responsible for any fines, penalties imposed on the Contractor by any agency, for violation of any law related to loading, transportation and subsequent use of the Crude Oil.
- All such documents of certification for the lifting of the Crude Oil must be submitted to Company's official for taking the sales invoice as well as for the reconciliation.
- Contractor has to communicate it's capacity to lift Crude Oil per week
- Contractor is required to furnish no. of tankers that he proposes to deploy for the lifting Crude Oil
- The tanker must carry latest calibration chart and authorization letter with each tanker mentioning the tanker registration no.
- Company shall not be responsible for any pilferage & theft while transporting.
- All the loading measurements of Crude Oil shall be certified by the Company's representative.
- Company reserves the sole right of issuing call out for lifting of Crude Oil.
- The quantity of Crude Oil will be as per the Company's requirement and Company reserves the right to issue the lifting order of offloading Test/Crude oil/ on sharing basis if required.

#### 4.2 Parking Place:

- ❓ Company shall not undertake any responsibility of providing safe and secure parking place for Oil Tankers(s)/staff/equipment or any other properties.
- ❓ Parking of Oil Tanker at the designated operational base / worksite after day's working, if the same agreed by the Authorized Officer, shall be solely at the Contractor's risk and responsibility.
- ❓ The Oil Tanker(s) after completion and released from the duty shall be parked by the contractor at his designated garage / parking place or reporting place and shall not be accounted for payment.

#### 4.3 HSE Consideration:

- ❖ The Contractor will be responsible for protecting the environment from pollution caused by oil spillage.
- ❖ The tankers deployed for lifting shall have necessary permissions and approvals for Crude Oil/ transportation.
- ❖ All the safety regulations, measures and rules shall be followed during lifting of Crude Oil/.
- ❖ Contractor shall be responsible and shall pay for all the liability arising out of the disposal of Crude oil/, if any while loading, unloading & transporting.

## SECTION-5 TECHNICAL SPECIFICATIONS

### 5.0 SPECIFICATION OF EQUIPMENTS SHALL BE USED FOR LIFTING OIL (Already installed at Well sites) .

#### 5.1 Pump for Lifting Oil from Storage Tank / Test Tank / Pit

- i. Diesel Engine driven Pump
- ii. Diesel Engine HP: > 8 HP
- iii. Pump discharge: > 600 LPM
- iv. Pump Suction: = 25 feet
- v. Pump Discharge Head: 5 bar
- vi. Engine Exhaust fitted with: Spark arrestor

##### **Fighter Pump (PTU driven)**

- i. Loading / offloading of oils into / from the tanker.
- ii. The out flow pipe line diameter of the fighter pump should be not less than 3(three) inches.
- iii. Pump discharge: > 300 LPM
- iv. Pump Suction: = 25feet
- v. Pump Discharge Head: 2 bar

#### 5.2 Oil Tanker for Transporting Oil (To be provided by the Purchaser)

- i. Tank Capacity: >12 Kl
- ii. The Vehicle Design conforms to the Petroleum rules 2002 and has been approved by CCOE.
- iii. The gross and tare weight painted on the vehicle tally with the permit.
- iv. Spark Arresters fitted at the silencer exhaust pipe.(CCOE certified)
- v. Electrical fittings of the oil tanker adequately sealed and earthed to prevent open spark.
- vi. Isolation switch provided to isolate the Battery fully from the electrical system before loading and unloading.

#### 5.3 Trolley mounted gear Pump ( *additional arrangement to be done by Purchaser if required*)

Contractor to mobilize trolley mounted gear pump with motor suitable for heavy oil lifting each time and to use if required.

#### 5.4 Tentative Specifications of Crude Oil (Well#3, Sunsar)

- a. Density at 30 Deg C: 0.948 gm/cc
- b. API gravity: 15.44 °
- c. Pour point: more than 21-23 Deg C
- d. Water content: No free ( to be confirm after flowing the well )
- e. Viscosity: 319.7 cP at 60°C
- f. Composition: Paraffin: 27.06%  
Aromatics: 47.65%  
Asphaltene: 5.12%  
Wax: 19.92 %

#### 5.5 Definition of Crude oil

Oil produced during well operation

Crude oil may be stored in oil storage tank / activation tank / pit

BS&W in Crude oil :

- a] Free water- Nil
- b] Permissible emulsified = **less than 5%**
- c] If emulsified water content is more than 5% then actual quantity of water shall be deducted from measured volume of oil.

##### **Example:**

If measured Crude oil volume is 20 KL and emulsified water content in that is 34% then for pricing purpose, the net volume of Crude oil = 20KL - (20KL x34%).

## SECTION-6

### BID EVALUATION CRITERIA

#### 6.1 TECHNICAL EVALUATION CRITERIA

The following vital technical conditions should be strictly complied with failing which bid will be liable to be rejected:

##### 6.1.1 Eligibility and experience of the bidder:

The bidders must possess the following qualifications as a minimum.

The Bidder / JV partners / Consortium / Backup shall have experience of lifting & Purchase of Crude Oil / of more than 1000 KL in last Five (5) years, in Oil & Gas Industry.

Documents meeting the requirements of above must be submitted along with the technical bid. These documents shall be in the form of:

- a. Copies of relevant pages of contract document showing contract number, period of contract, lifted quantity of Crude Oil and detailed Scope of Work etc.
- b. Copies of experience Certificate (s) or payment certificates or any other documents which substantiate execution of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)

#### 6.2 COMMERCIAL EVALUATION CRITERIA

Proof of the issue of Tender Document must be sent along with “Technical & Un -Priced Commercial Bid” in ENVELOPE -1.

##### 6.2.1 Submission of Bid

Bids are submitted as per instruction provided in Notice Inviting of Tenders in Section - 2.3.

##### 6.2.2 Acceptance of Terms & conditions

The bidder must confirm unconditional acceptance of Terms & Condition of Contract as per Section-3, Price Schedule format as per Section-8 and Instruction to bidder as per Section-2.

##### 6.2.2 Offer of following type shall liable for rejection:

- a. Offer made by Agent /retainer/consultant / Representatives /Associates / of the foreign principal
- b. Offer do not conform to validity period as per ITB
- c. Offer without valid GST/VAT registration
- d. Offer not duly signed by authorized signatory
- e. Bidders not meeting Mobilization, Delivery schedule and completion period
- f. Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc. FINANCIAL CRITERIA

#### 6.3 GENERAL

6.3.1 The bidder should have an average yearly turnover for last three financial years more than Rs. 30 lakhs

6.3.2 Net worth of the bidder should be positive



6.4 Bidders to note the followings:

- 6.4.1 In case bidder takes exception to any clause or terms condition of tender document not covered under BEC, Company shall have discretion to reject the offer on account of such exception.
- 6.4.2 In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
- 6.4.3 Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company.
- 6.4.4 It is desirable that the processing unit of the bidder is registered with MOEF/CBCP/GPCB having environmentally sound management facilities for used/waste oil process.

## Section 7

### RESPONSIBILITY MATRIX

| No  | Description  | Responsibility |            | Agreed<br>Yes/No |
|-----|--|----------------|------------|------------------|
|     |  | PICPL          | Contractor |                  |
| 1.  | Issue of necessary work permits for Crude oil/Crude oil lifting.   | ✓              |            |                  |
| 2.  | Issue of Gate pass / Challan as & when required to be issued.  | ✓              |            |                  |
| 3.  | Supply of water, Power & Light   | ✓              |            |                  |
| 4.  | Deployment of Tanker   |                | ✓          |                  |
| 5.  | Lifting of CrudeOil  |                | ✓          |                  |
| 6.  | Steaming Unit (if required)  |                | ✓          |                  |
| 7.  | Manpower assistance for lifting of Crude oil/Crude oil   |                | ✓          |                  |
| 8.  | Place for Tanker Parking (other than Loading /Un-loading period)   |                | ✓          |                  |
| 9.  | Fitness certificate of tanker from RTO   |                | ✓          |                  |
| 10. | Goods permit certificate from RTO  |                | ✓          |                  |
| 11. | Explosive license for the carriage of crude/petroleum products & all other necessary clearances / permits etc. for Tanker                |                | ✓          |                  |
| 12. | Calibrations certificate from department of Weights & Measurement for Tanker   |                | ✓          |                  |
| 13. | Tanker Crew members are trained for handling hazardous nature of petroleum products, Emergency procedures & Emergency communication etc. |                | ✓          |                  |
| 14. | Approved quality spark arrestors have been provided on the engine exhaust of Tanker & Lifting Pump                                       |                | ✓          |                  |
| 15. | Liability arising out of the disposal of Test/Crude oil, if any while loading, unloading & transporting                                  |                | ✓          |                  |
| 16. | Accident / Incident during loading, Transportation & unloading.  |                | ✓          |                  |
| 17. | Tanker fighter pump in working condition   |                | ✓          |                  |
| 18. | Availability of spare hose in good condition   |                | ✓          |                  |
| 19. | Availability of trolley mounted gear pump with hose for use if fighter pump is not functioning   |                | ✓          |                  |

## Section 8

### RATE SCHEDULE (RS)

#### 8.0 Bidders to note following while quoting their rates:

- A. Bidders are required to quote for the variable factor (Rs./Litre) as per column (C) for Crude oil/ Sale and separately for Crude oil Sale in different table mentioned here under.
- B. This variable factor shall be in positive (Premium), negative ( Discount) or zero ( at par).
- C. It will result into final rate for Sale less or equal or more than the base rate declared by Company every month.
- D. Every month, Company shall declare its base rate on 1st. Working Day of every month.
- E. Pricing based on Indian Basket of Crude which is easily available on free website of Petroleum planning & analysis Cell website <https://www.ppac.gov.in/> .

#### 8.1 Crude Oil

| Base Rate (In Rs/Liter)  | Bidder's variable quote above or below base rate for lifting of Crude oil (Rs. .../Liter)                                 | Final Offer<br>Column (A) + Column (B) =<br>(Rs.../ Liter)  |
|--|---|---|
| A  | B   | C   |
| Company shall declare Base Rate on 1st.working day of every month* | Bidder is reqd. to quote in Rs / Liter<br>( + for above rate)<br>( - for below rate)<br>(zero for no change in Base Rate) | i. If bidder has quoted (+) Variable, it shall be added in Column (A).<br>ii. If bidder has quoted (-) it shall be deducted from Column (A).<br>iii. if bidder has quoted (0),no change in Base |

**NOTE: ABOVE QTYS ARE FOR 1 YEAR AND INDICATIVE ESTIMATION FOR EVALAUTION PURPOSE , AND ACTUAL QUANTITY MAY VARY**

#### Example-1:

Base Rate (A): Rs. 54/ Lt.

Bidder's variable quote (B): Rs. (- 05) / Lt.

Final Offer(C): (Rs.54/-) - (Rs.5 /-) = Rs. 49 / Lt. + VAT

#### Base Rate Calculation Mechanism on monthly Basis:

Company's Base Rate is derived based on following formula:

- I. Base Rate shall be considered in every month, it will be based on previous month's average of Indian Basket of Crude" and price of same available at website <https://www.ppac.gov.in/>
- II. Current month's Base Rate shall be derived on the base of average rate of previous month, from 1st day to last day of the month's Indian Basket of Crude average. The said rate is in US \$/ Barrel.
- III. The declared US \$/Barrel rate as mentioned is been converted into Rs./liter rate by

considering the RBI's reference exchange rate of first day of the current month and with the unit conversion of 1 Barrel = 158.987 liter. In case the 1st day of the month is a holiday, the rate of the immediately next working day will be considered.

**Example-2:**

**The rate calculation for the month of April- 2026**

1. Average Indian Basket of Crude Oil (Indian basket) Rate: US\$ 113.49/Barrel (01.03.2026 to 31-03-2026)
2. RBI Reference Rate: Rs 93.2088/US\$ on 02nd April 2026, 1 BBL = 158.987 lit.
3. The Crude rate in Rs/BBL = Rs. 10578.267/ BBL (= US\$ 113.49/BBL x Rs.93.2088/US\$)
4. Average Crude Rate: Rs. 66.535/Liter (= 10578.267/158.987)
5. If Bidders Discount Rate is -5, the Final Rate will be= 66.535 +(-5) = 61.535

**Specific Notes for Table:**

**\* Base Rate calculation shall be as per the above-mentioned method.**

- > The same shall be declared on 1<sup>st</sup> Working day of every month to successful bidder(s).
- > Accordingly, one-month rate shall be valid from 1st. day of month till last day of month.
- > During this period, the final rate (based on the company declared base rate plus bidder's quoted rate) shall be valid for any lifting carried out in that period. For next month the same procedure of rate shall be applicable.
- > Successful bidder is required to lift the material as per the Final Rate derived in column(C).

**Water content consideration & calculation**

**1. Water Content consideration for Crude oil/:**

- > Free water shall be drained from the bulk volume lifted.
- > Sampling shall be made from TMB (TOP, Middle, and Bottom) of the Tanker after draining of free water.
- > Sample shall be analyzed in the PICPL Laboratory for water content deduction

**Water Deduction formula for Crude Oil**

| <b>WATER CONTENT DEDUCTION FORMULA FOR CRUDE OIL</b> |                               |
|--|-------------------------------|
| Water content in %( V)                               | Volumetric deduction in % (V) |
| 0 to < 5 %   | <b>0 %</b>                    |
| > 5 %  | <b>Actual Water Content</b>   |

**Note:**

- i. On callout basis Contractor shall visit the Well site for assessment of Crude Oil quantity & Quality.
- ii. Contractor has to pay advance 100% of the estimated cost of Oil, before lifting Oil. Base Oil price shall be calculated as per final agreed price as per agreement.
- iii. Contractor has to pay Advance within 2 days of intimation to lift the oil.

- iv. Every month, Cost of actual Oil lifted shall be adjusted from the Advance money deposited in favor of Company and the difference amount incurred shall be paid by contractor to company
- v. Well site from where Oil lifting is to be done is about 40 Kms from Mehsana.

### ANNEXURE-3

#### EXCEPTION / DEVIATION / CONDITIONS PROFORMA

Any and all exceptions/ deviations/ conditions to the terms and conditions of Tender No. PICPL / TEST/WASTE OIL/ ITB / 2019-20/01 should be indicated here and submitted along with the Unpriced Techno- Commercial Bid without any price impact. Price impact, if any, of the exceptions/ deviations shall be duly completed, in this proforma, and attached to the Priced Commercial Bid only. If the bidder does not intend to take any exception / deviation then he shall mark “No Exceptions Taken” in this proforma. If the proforma is left blank or if this sheet is not attached to the bid, then it will be presumed that bidder has not taken any exception/ deviation/ condition to the terms and conditions of the TENDER DOCUMENT. Company shall not take cognizance of any exception/deviation/condition (if any) indicated elsewhere except in this proforma.

Tender No. PICPL / TEST/WASTE OIL/ ITB / 2019-20/01

Technical Part (attach to Unpriced Techno Commercial Bid)

| Section No, Page No. and Clause No. | Description of exception/ deviation/ condition | Reason(s) for exception/ deviation/ condition | Whether there is a Cost impact? **1 (Yes / No) | Effect on Commencement Date |
|-------------------------------------|--|---|--|-----------------------------|
|                                     |  |   |  |                             |

---

\*\*1 Please do not indicate the price impact, if any, here.

Tender No.- PICPL / TEST/WASTE OIL/ ITB / 2019-20/01

Commercial Part (attach to Priced Commercial Bid)

Currency : \_\_\_\_\_

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

ANNEXURE -4

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID )

Client :Pan India Consultants Private Limited

Tender No. : PICPL / TEST/WASTE OIL/ ITB / 2019-20/01

Project Name

Bid Due Date : \_\_\_\_\_

|                             |  |
|-----------------------------|--|
| From:<br>(Bidder's address) | To:<br>ATTENTION : Gautam Hazarika<br>Pan India Consultants Pvt. Ltd.<br>105 Phase IV<br>UDYOG Vihar<br>Gurgaon-122015<br>Haryana<br>Email: nmspl@panindiagroup.com<br>Phone: +91-124-2343883, 4300959 |
|-----------------------------|--|

|  |                               |
|--|-------------------------------|
|  | Fax: +91-124-2346646, 2342880 |
|--|-------------------------------|



ANNEXURE -5

CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION (PRICED COMMERCIAL BID)

(PRICED COMMERCIAL BID )

Client :Pan India Consultants Private Limited

Tender No. : PICPL / TEST/WASTE OIL/ ITB / 2019-20/01

Project Name

Bid Due Date : \_\_\_\_\_

|                                     |   |
|-------------------------------------|---|
| <p>From:<br/>(Bidder's address)</p> | <p>To:<br/>ATTENTION : Gautam Hazarika<br/>Pan India Consultants Pvt. Ltd.<br/>105 Phase IV<br/>UDYOG Vihar<br/>Gurgaon-122015<br/>Haryana<br/>Email: nmspl@panindiagroup.com<br/>Phone: +91-124-2343883, 4300959<br/>Fax: +91-124-2346646, 2342880</p> |
|-------------------------------------|---|

ANNEXURE -6

CUT-OUT SLIPS FOR OUTER ENVELOPE  
DO NOT OPEN - THIS IS A TENDER /QUOTATION

(OUTER ENVELOPE CONTAINING TECHNICAL & UN-PRICED COMMERCIAL BID +  
PRICED COMMERCIAL BID 1

Client : Pan India Consultants Private Limited

Tender No. : \_\_\_\_\_

Project Name

Bid Due Date :

|                                     |   |
|-------------------------------------|---|
| <p>From:<br/>(Bidder's address)</p> | <p>To:<br/>ATTENTION : Gautam Hazarika<br/>Pan India Consultants Pvt. Ltd.<br/>105 Phase IV<br/>UDYOG Vihar<br/>Gurgaon-122015<br/>Haryana<br/>Email: nmspl@panindiagroup.com<br/>Phone: +91-124-2343883, 4300959<br/>Fax: +91-124-2346646, 2342880</p> |
|-------------------------------------|---|

TO BE OPENED BY ADDRESSEE ONLY

ANNEXURE-7PROFORMA OF PERFORMANCE BANK GUARANTEE TO:

**M/S PAN INDIA CONSULTANTS PVT. LTD.** a company registered under the Companies Act, 1956 and having its registered office at office no.1, D-4, Commercial Area, New Delhi-110070India, (hereinafter referred to as "**Company**").

## WHEREAS:

1. By a Contract for Agreement for sale of Crude oil/Crude oil at Well#3 Well-site, Village Sunsur, Dist: Patan Gujarat (here in after referred to as the "**Contract**") between hereinafter referred to as the "**Contractor**") of the one part and Company of the other part, the Contractor agrees to perform the Work in accordance with the Contract.
2. In response to the request made by Contractor, we (Name of Banker:) (hereinafter referred to as the "**Guarantor**") hereby irrevocably and unconditionally guarantee in favour of Company, the payment of amounts (without any withholding, deduction or set off) up to. (Rupees ) being — % **of the estimated / Annualized Contract value**, as guarantee for the obligations of the Contractor to perform the Work in accordance with the Contract. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Contractor or any other third party. Multiple demands may be made in respect of our guaranteed obligations.
3. We shall not be discharged or released from this Guarantee by any waiver, modification, Contract made between the Contractor and Company with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Contractor.
4. This Guarantee is a continuing security and, accordingly, shall remain in operation for six months after the completion / termination of the Contract. We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, expenses or otherwise incurred by Company is recoverable by legal action or arbitration.

The rights under this Guarantee shall be assignable by Company to third parties, if required. This Guarantee shall be governed by and construed in accordance with the laws of India and courts of Mumbai shall have exclusive jurisdiction.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes or constitution or insolvency of the said Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

**IN WITNESS** where of this Guarantee has been duly executed by GUARANTOR the    day of 2019 or and on behalf of

( \_\_\_\_\_ )

Name :

Designation :

Banker's Seal :

Address

**ANNEXURE-8****CUSTOMS NOTIFICATION**

Custom Notifications will be applicable as per latest and relevant guidelines for goods imported in connection with the contract signed with the Government of India as applicable under the relevant Production Sharing Contract (PSC) / New Exploration Licensing Policy (NELP).

**ANNEXURE-9****CHECK LIST POST AWARD OF WORK**

This check list is preliminary for vital compliance to be fulfilled by successful bidder at immediate post award stage and not limited to followings:

**Commercial / Financial**

- a. Performance bank guarantee - value and validity
- b. PAN & TAN number
- c. Bank Account number with documentary proof

**Operational**

- a. Detailed sequence of operations with ball park time estimates
- b. Interface management of various services
- c. Logistics control
- d. Discussion and finalisation on incentives - Bonus/Malus
- e. Organogram with HSE set up

**General**

- a. Overall inputs required for meeting all operational needs



**ANNEXURE-11**  
**PERFORMA FOR EXPERIENCE OF CONTRACTOR'S PERSONNEL**

| Sr. No. | Name & address of the person with position | Age, Date Of Birth | Educational qualification & Year of Passing | Previous & experience (Name & Address of previous Client) | Period |    | Type of Work /Job Responsibility | Remarks |
|---------|--|--------------------|---|---|--------|----|----------------------------------|---------|
|         |  |                    |   |   | From   | To |                                  |         |
|         |  |                    |   |   |        |    |                                  |         |

**Note:**

1. Bidder is free to identify more personnel for each category as an alternative.
2. Bidders need to attach the bio-data along with the bid. Certificates to be enclosed along with this Performa.

**ANNEXURE-A**

**BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF  
TENDER  
DOCUMENT**

As a delegated authority/representative of the organization named below, I have reviewed the contents of the package and on behalf of my Company, acknowledge the receipt of the same and advise that we will:

**BID / NOT BID**

Reason for no Bid (optional): .....  
..  
.....  
.....  
.....  
.....  
.....  
.....

For  
Name of Company:

Signature :

Title :  
Date

Transmittal via email  
ATTENTION : Gautam Hazarika  
Pan India Consultants Pvt. Ltd.  
105 Phase IV  
UDYOG VIHAR  
Gurgaon-122015  
Haryana  
Email: nmspl@panindiagroup.com  
Phone: +91-124-2343883, 4300959  
Fax: +91-124-2346646, 2342880



## **ANNEXURE-B**

### **CHECK LIST FOR BIDDING**

This portion of the Tender is intended to serve as a checklist to ensure that all information necessary to evaluate your proposal has been included. Please indicate Yes / No or Acceptable / Not Acceptable,

#### **TECHNICAL**

1. Has the bidder quoted for full scope of work as specified in the tender? YES/NO
2. Has the bidder furnished the list of equipment that will be used in the performance of the work, along with their make, technical data, catalogue/ brochure of the manufacturer, etc.? YES/NO
3. Has the bidder furnished the minimum personnel proposed to be assigned to this work in the format provided at Annexure 10? YES/NO
4. Copy of certificate as per requirement under para 6.4.4

#### **COMMERCIAL**

5. Confirm whether the bidder agrees to furnish a performance Bank Guarantee YES/NO
6. Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Contract for the first thirty six (36) months and 12 months extension period if exercised. YES/NO
7. Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part. YES/NO
8. Has the bidder confirmed the Commencement Date? YES/NO
9. Confirm acceptance of Insurance liability as per Clause of the Model Contract. YES/NO
10. Confirm acceptance of Force Majeure provision as per mentioned in the Model Contract. YES/NO
11. Confirm acceptance of Liquidated Damages provision as per the Model Contract. YES/NO
12. Confirm acceptance provision for Arbitration as per Clause of the Model contract. YES/NO
13. Confirm acceptance Taxes and Duties provision as per of the Model Contract. YES/NO
14. Confirm whether Un-priced Technical bid with all annexures and enclosures have been furnished in duplicate (1 Original + 1 copy) in a separate sealed cover. Ensure that Price Schedule of the Un-priced Technical bid is blank. YES/NO

15. Confirm whether Priced Commercial Bid (1 Original +1 Copy) comprising only the Price Schedule has been furnished YES/NO
16. Has bidder ensured that there is no over-writing in the offer? Have corrections, if any been properly attested/ initialed by the bidder YES/NO
17. Has bidder ensured that the all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder? YES/NO
18. Bidder ensured that proof of the signing authority YES/NO
19. Does the bidder accept bid validity period? YES/NO
20. If the bid is submitted by a consortium, confirm whether the MOU of the consortium /JVC has been furnished. YES/NO
21. Have all the exceptions/deviations/conditions taken by the bidder, having cost impact or not, been listed in the format provided as Annexure 3 and attached with the Unpriced Techno Commercial Bid, without including the cost impact, if any? YES/NO
22. Has bidder proposed any incentive scheme? YES/NO
23. Has the bidder included the cost impact of incentive schemes in the Priced Commercial Bid only? YES/NO
24. Has the cost impact, if any, of the exceptions taken been attached with the Priced Commercial Bid? YES/NO
25. Confirm whether the bidder agrees for applicability of Indian Laws YES/NO

### ANNEXURE-3

#### EXCEPTION / DEVIATION / CONDITIONS PROFORMA

Any and all exceptions/ deviations/ conditions to the terms and conditions of Tender No. PICPL / TEST/WASTE OIL/ ITB / 2019-20/01 should be indicated here and submitted along with the Unpriced Techno- Commercial Bid without any price impact. Price impact, if any, of the exceptions/ deviations shall be duly completed, in this proforma, and attached to the Priced Commercial Bid only. If the bidder does not intend to take any exception / deviation then he shall mark "No Exceptions Taken" in this proforma. If the proforma is left blank or if this sheet is not attached to the bid, then it will be presumed that bidder has not taken any exception/ deviation/ condition to the terms and conditions of the TENDER DOCUMENT. Company shall not take cognizance of any exception/deviation/condition (if any) indicated elsewhere except in this proforma.

Tender No. PICPL / TEST/WASTE OIL/ ITB / 2019-20/01

Technical Part (attach to Unpriced Techno Commercial Bid)

| Section No, Page No. and Clause No. | Description of exception/ deviation/ condition | Reason(s) for exception/ deviation/ condition | Whether there is a Cost impact? **2 (Yes / No) | Effect on Commencement Date |
|-------------------------------------|--|---|--|-----------------------------|
|                                     |  |   |  |                             |

---

\*\*2 Please do not indicate the price impact, if any, here.

Tender No.- PICPL / TEST/WASTE OIL/ ITB / 2019-20/01

Commercial Part (attach to Priced Commercial Bid)

Currency : \_\_\_\_\_

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

**ANNEXURE -4**

**CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID**

**DO NOT OPEN - THIS IS A TENDER QUOTATION**

**(TECHNICAL & UN-PRICED COMMERCIAL BID )**

**Client :Pan India Consultants Private Limited**

**Tender No. : PICPL / TEST/WASTE OIL/ ITB / 2019-20/01**

**Project Name**

**Bid Due Date :** \_\_\_\_\_

**From:**

**To:**

|                                    |   |
|------------------------------------|---|
| <b>From:</b><br>(Bidder's address) | <b>To:</b><br>ATTENTION : Gautam Hazarika<br>Pan India Consultants Pvt. Ltd.<br>105 Phase IV<br>UDYOG Vihar<br>Gurgaon-122015 |
|------------------------------------|---|

|  |                |
|--|----------------|
|  | <p>Haryana</p> |
|--|----------------|

Email: [nmspl@panindiagroup.com](mailto:nmspl@panindiagroup.com)

Phone: +91-124-2343883, 4300959

Fax: +91-124-2346646, 2342880

**ANNEXURE -5**

**CUT-OUT SLIPS FOR PRICED OFFER**

**DO NOT OPEN - THIS IS A TENDER QUOTATION (PRICED COMMERCIAL BID)**

**(PRICED COMMERCIAL BID )**

**Client :Pan India Consultants Private Limited**  
**Tender No. : PICPL / TEST/WASTE OIL/ ITB / 2019-20/01**

**Project Name**

**Bid Due Date : \_\_\_\_\_**

|                                     |   |
|-------------------------------------|---|
| <p>From:<br/>(Bidder's address)</p> | <p>To:<br/>ATTENTION : Gautam Hazarika<br/>Pan India Consultants Pvt. Ltd.<br/>105 Phase IV<br/>UDYOG Vihar<br/>Gurgaon-122015<br/>Haryana<br/>Email: nmspl@panindiagroup.com<br/>Phone: +91-124-2343883, 4300959<br/>Fax: +91-124-2346646, 2342880</p> |
|-------------------------------------|---|

**ANNEXURE -5**

**CUT-OUT SLIPS FOR PRICED OFFER**

**DO NOT OPEN - THIS IS A TENDER /QUOTATION**

**(OUTER ENVELOPE CONTAINING TECHNICAL & UN-PRICED COMMERCIAL  
BID and PRICED COMMERCIAL BID )**

**Client :Pan India Consultants Private Limited**

**Tender No. : PICPL / TEST/WASTE OIL/ ITB / 2019-20/01**

**Project Name**

**Bid Due Date : \_\_\_\_\_**

|                                    |   |
|------------------------------------|---|
| <b>From:</b><br>(Bidder's address) | <b>To:</b><br>ATTENTION : Gautam Hazarika<br>Pan India Consultants Pvt. Ltd.<br>105 Phase IV<br>UDYOG Vihar<br>Gurgaon-122015<br>Haryana<br>Email: nmspl@panindiagroup.com<br>Phone: +91-124-2343883, 4300959 |
|------------------------------------|---|

|                                       |                               |
|---------------------------------------|-------------------------------|
|                                       | Fax: +91-124-2346646, 2342880 |
| <b>TO BE OPENED BY ADDRESSEE ONLY</b> |                               |



**ANNEXURE -6**

**CUT-OUT SLIPS FOR OUTER ENVELOPE  
DO NOT OPEN - THIS IS A TENDER /QUOTATION**

**(OUTER ENVELOPE CONTAINING TECHNICAL & UN-PRICED COMMERCIAL  
BID +**

**PRICED COMMERCIAL BID 1**

**Client : Pan India Consultants Private Limited**

**Tender No. :** \_\_\_\_\_

**Project Name**

**Bid Due Date :**

**From:**

**Bidder's Details**

**To:**

**Head-Supply Chain Management**

**PAN INDIA CONSULTANTS PVT**

**17/B, Mahal Industrial Estate, Mahakali Caves Road,**

**Andheri (E), Mumbai - 400093. Maharashtra, India.**

**Phone No: +91-22-66455900/ 66455919**

**Kind Attn: Mr Surendra Mishra**

**TO BE OPENED BY ADDRESSEE ONLY**

## ANNEXURE-7

**PROFORMA OF PERFORMANCE BANK GUARANTEE TO:**

**M/S PAN INDIA CONSULTANTS PVT. LTD.** a company registered under the Companies Act, 1956 and having its registered office at office no.1, D-4, Commercial Area, New Delhi-110070India, (hereinafter referred to as **“Company”**).

**WHEREAS:**

5. By a Contract for Agreement for sale of Crude oil/Crude oil at Well#3 Well-site, Village Sunsur, Dist: Patan Gujarat (here in after referred to as the **“Contract”**) between hereinafter referred to as the **“Contractor”**) of the one part and Company of the other part, the Contractor agrees to perform the Work in accordance with the Contract.
6. In response to the request made by Contractor, we (Name of Banker:) (hereinafter referred to as the **“Guarantor”**) hereby irrevocably and unconditionally guarantee in favour of Company, the payment of amounts (without any withholding, deduction or set off) up to. (Rupees ) being — % **of the estimated / Annualized Contract value**, as guarantee for the obligations of the Contractor to perform the Work in accordance with the Contract. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Contractor or any other third party. Multiple demands may be made in respect of our guaranteed obligations.
7. We shall not be discharged or released from this Guarantee by any waiver, modification, Contract made between the Contractor and Company with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Contractor.
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The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes or constitution or insolvency of the said Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

**IN WITNESS** where of this Guarantee has been duly executed by GUARANTOR the day of 2019 or and on behalf of

( \_\_\_\_\_ )

Name :

Designation :

Banker's Seal :

Address

**ANNEXURE-8****CUSTOMS NOTIFICATION**

Custom Notifications will be applicable as per latest and relevant guidelines for goods imported in connection with the contract signed with the Government of India as applicable under the relevant Production Sharing Contract (PSC) / New Exploration Licensing Policy (NELP).

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- d. Performance bank guarantee - value and validity
- e. PAN & TAN number
- f. Bank Account number with documentary proof

**Operational**

- f. Detailed sequence of operations with ball park time estimates
- g. Interface management of various services
- h. Logistics control
- i. Discussion and finalisation on incentives - Bonus/Malus
- j. Organogram with HSE set up

**General**

- a. Overall inputs required for meeting all operational needs



**ANNEXURE-11**  
**PERFORMA FOR EXPERIENCE OF CONTRACTOR'S PERSONNEL**

| Sr. No. | Name & address of the person with position | Age, Date Of Birth | Educational qualification & Year of Passing | Previous experience (Name & Address of previous Client) | Period |    | Type of Work /Job Responsibility | Remarks |
|---------|--|--------------------|---|---|--------|----|----------------------------------|---------|
|         |  |                    |   |   | From   | To |                                  |         |
|         |  |                    |   |   |        |    |                                  |         |
|         |  |                    |   |   |        |    |                                  |         |

Note:

3. Bidder is free to identify more personnel for each category as an alternative.
4. Bidders need to attach the bio-data along with the bid. Certificates to be enclosed along

with this Performa.

**END OF TENDER DOCUMENT**