



SUN PETROCHEMICALS PRIVATE LIMITED

Corporate Office: 8th, 09th & 10th Floor, ATL Corporate Park, Saki Vihar
Road, Powai, Mumbai – 400 072, Maharashtra, BHARAT.

CIN: U24219MH1995PTC464242

TENDER DOCUMENT

for

**Sale of Produced Oil /Test Oil from Hazira Field,
Gujarat.**

Tender No.: SunPetro/GJ/Produced Oil/2026-27/SPPL-308

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SECTION 1

NOTICE INVITING TENDER (NIT)

Sun Petrochemicals Private Limited

Corporate Office: 8th, 09th & 10th Floor, ATL Corporate Park, Saki Vihar Road,
Powai, Mumbai – 400 072, Maharashtra, BHARAT.

CIN: U24219MH1995PTC464242

Tel: +91 22 69325300, +91 22 28470484

Website: www.sunpetro.com; Email Id: info.sunpetro@sunpetro.com

Ref. No. SunPetro/GJ/Produced Oil/2026-27/SPPL-308

Date: 28.09.2026

NOTICE INVITING TENDER (NIT)

Sub: Tender for Sale of Produced Oil /Test Oil from Hazira Field, Gujarat

Tender No.: SunPetro/GJ/Produced Oil/2026-27/SPPL-308

Dear Sir / Madam

- 1.0 Sun Petrochemicals Private Limited** (hereinafter referred to as **SunPetro / Company**) is a major private operating company, engaged in Exploration & Production of Oil & Gas in the fields / blocks spread over in onshore and offshore including in the Cambay & Kutch basin.
- 2.0 SunPetro** 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 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 envelope and Priced Commercial Bid in another envelope 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 tender office address. Bids should be complete in all respects, as per the requirements of the relevant Sections & Annexures.

3.0 SALIENT FEATURES OF THE TENDER

1]	Tender No.	SunPetro/GJ/Produced Oil/2026-27/SPPL-308
2]	Title of Tender	Sale of Produced Oil /Test Oil from Hazira Field, Gujarat
3]	Brief Scope of Work	As per Section-3
4]	Type of Tender	Open Tender
5]	System of Bidding	Two Bid System (Single Stage) ENVELOPE-A Technical & Un-Priced Commercial Bid ENVELOPE-B Priced Commercial Bid
6]	Bid Validity	120 days
7]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-Priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at Annexure-IV drawn from a Nationalised/Scheduled bank as listed at Annexure-VII for an amount as specified below (A) Amount: Indian Rupees: 5,00,000 (B) Validity : Bid validity + 30 days
8]	Emails for clarifications	e-mail- tanmoy.sarma@sunpetro.com ; CC: dheeraj.paroch@sunpetro.com ; scm.secretary@sunpetro.com ; saurav.chamoli@sunpetro.com

9]	Tender Closing / Submission Date & Time	7th October 2026 at 1500 hrs. IST
10]	Address of Tendering office / Bid Submission office / Correspondence	Office of Head-Commercial & Supply Chain Management, SUN PETROCHEMICALS PVT. LTD. (SunPetro) Corporate Office: 8th, 9th & 10th floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai – 400072, Maharashtra BHARAT Tel: +91 22 69325300, +91 22 28470484
11]	Date of Deployment	As per SOW & Intimation from SunPetro
12]	Contract Validity	1 year with option to extend 1 year more at same rates, terms and conditions
13]	Model Agreement	As per Section-2 of this tender Document
14]	Specific Requirement	It is desirable that the processing unit of the bidder is registered with MOEF/CBCP/GPCB/Respective State Pollution Board (as applicable) having environmentally sound management facilities for used/waste oil processing.
15]	Performance bank Guarantee	Indian Rupees: 25 Lakhs
16]	Special Mention	Receiving the Tender Document tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to qualify tender terms & conditions including Bid Evaluation Criteria (BEC) described in the tender.

4.0 Acknowledgement of Tender Document

Bidder(s) receiving this Notice Inviting Tender (NIT) are required to confirm in writing whether they intend to bid or not, within three (3) working 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.

5.0 Pricing Strategy

Bidder is to quote strictly as per the 'Rate/Price Schedule (SECTION-6) of this Tender document.

6.0 Evaluation Strategy

- 6.1 Bidders should submit documentary proof regarding their eligibility with the Techno-Commercial Unpriced bid (ENVELOPE -A).
- 6.2 Evaluation of Bids for awarding will be based on the most advantageous offer to SunPetro reflecting a combination of technical acceptance, qualification as per Bid Evaluation Criteria (BEC) and Cost. Evaluation of the bid shall be carried out based on the Total Cost to company.
- 6.3 However, Company reserves the right to reject or accept, in whole or in part, any Bid, waive formalities in the bidding process, to negotiate terms and conditions with any individual bidder as deemed fit by Company in their best interest. Company shall be under no obligation to provide reasons for accepting or rejecting any Bid.

7.0 Award Strategy

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

8.0 Submission of Bids

- 8.1 Your sealed bid (ENVELOPE-A and ENVELOPE-B) also separately sealed, complete in every respect & strictly in accordance with the Terms & condition in the Tender Documents, are to be submitted through one envelope containing both envelopes as described above, at the reception of "Tendering Office" as detailed above, on or before Due date of Submission.
- 8.2 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.
- 8.3 Only bids submitted by bidders who have been issued bid documents by the Company shall be considered whereas unsolicited bids shall not be considered.

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

10.0 Please acknowledge receipt of the tender document by written email within 3 days from electronic issue of this document.

SunPetro looks forward to receiving your most competitive bid complete in all respect on or before due date and time of bid submission at the tender submission office.

Regards,

**Head- Commercial & Supply Chain Management
SUN PETROCHEMICALS PVT. LTD. (SunPetro)**

SECTION-2

MODEL AGREEMENT

CRUDE OIL / TEST & PRODUCED OIL SALE AGREEMENT

THIS CONTRACT is made on this _____ day of _____, 2026
BY AND BETWEEN

SUN PETROCHEMICALS PVT. LTD. (CIN: U24219MH1995PTC464242), a Company incorporated under the provisions of the Companies Act, having its registered office at 1004, 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai Mumbai- 400072, Maharashtra, BHARAT, and corporate office address at ATL Corporate Park, 8th, 9th & 10th Floor, Saki-Vihar Road, Powai, Mumbai – 400072 hereinafter collectively called **“SELLER”** (which expression shall, where the context so requires or admits of, be deemed to include its successors, administrators and permitted assigns and also referred to as the “COMPANY” or “PRINCIPAL”) of THE ONE PART;

AND

_____, a company incorporated under the Companies Act, having its registered office at _____, hereinafter called **“BUYER”** (also hereinafter referred to as “PURCHASER”, which expression shall, where the context so requires or admits of, be deemed to include its successors, administrators and permitted assigns) of THE SECOND PART.

WHEREAS:

- A. The SELLER, under the applicable Production Sharing Contract / Petroleum Mining Lease / other applicable contractual and statutory arrangements with the Government of India and/or other competent authorities, is authorized to undertake exploration and production activities and to produce, handle and sell petroleum produced from the **Hazira Block, Gujarat**.
- B. The SELLER is desirous of selling **Test/Produced Oil**, as and when produced and made available for sale from the Hazira Block, Gujarat, and the BUYER has represented that it has the necessary financial, technical, operational and statutory capability to purchase, receive, transport and handle such Test/Produced Oil.
- C. The BUYER desires to purchase and lift the Test/Produced Oil made available by the SELLER and the SELLER has agreed to sell the same to the BUYER on the terms and conditions contained herein.
- D. The Parties have agreed to enter into this CONTRACT for sale and purchase of Test/Produced Oil from Hazira Block, Gujarat on the terms and conditions mutually agreed herein. For the sake of reference and ease, SELLER and BUYER shall together be referred to as **“Parties”** and individually as a **“Party”**.

ARTICLE – 1

DEFINITIONS AND INTERPRETATIONS

The following words shall have the meanings assigned to them respectively in this CONTRACT unless the context otherwise requires:

- 1.1 **“ASTM”**
“ASTM” means American Society for Testing and Materials, including its latest applicable standards and test methods.
- 1.2 **“CONTRACT”**
“CONTRACT” means this Agreement together with all its Annexures, Schedules, Appendices, amendments, addenda and documents expressly incorporated herein.
- 1.3 **“Day”**
“Day” means a period of twenty-four (24) consecutive hours beginning and ending at 06:00 hours IST and the reference date for any such Day shall be the date on which such Day commences at 06:00 hours.
- 1.4 **“Delivery Point”**

“Delivery Point” shall mean the point designated by the SELLER at **Hazira Block / Hazira Field, Gujarat**, or such other location as may be specified by the SELLER in writing, where the Test/Produced Oil is made available to the BUYER for lifting.

The exact Delivery Point shall be as specified in **Section-4/ Responsibility Matrix** or as otherwise notified by the SELLER.

1.5 “Test/Produced Oil”

“Test/Produced Oil” means crude oil / petroleum produced from the wells of the Hazira Block, Gujarat, including oil produced during well testing, production testing, well clean-up, commissioning or normal production operations, as made available by the SELLER for sale under this CONTRACT.

1.6 “Crude Oil”

“Crude Oil” means naturally occurring hydrocarbons in liquid form produced from the petroleum reservoirs/wells of the Hazira Block, Gujarat, including associated liquids forming part of the production stream, to the extent such material is designated by the SELLER for sale under this CONTRACT.

1.7 “Quantity”

“Quantity” means the quantity of Test/Produced Oil determined at the Delivery Point in accordance with the measurement procedure specified under this CONTRACT.

1.8 “Gross Quantity”

“Gross Quantity” means the total measured volume of Test/Produced Oil before deduction of water, sediment and other agreed deductions, where applicable.

1.9 “Net Quantity”

“Net Quantity” means the quantity of Test/Produced Oil after application of the agreed measurement, temperature correction and deduction for water, sediment and other applicable components, as determined in accordance with the agreed measurement procedure.

1.10 “BS&W”

“BS&W” means Basic Sediment and Water contained in the Test/Produced Oil, determined in accordance with the applicable ASTM/API test method specified in Section-3.

1.11 “Quality”

“Quality” means the physical and chemical characteristics of Test/Produced Oil determined in accordance with the specifications and testing procedures specified in Section-3.

1.12 “Loading Point”

“Loading Point” means the location designated by the SELLER from where the Test/Produced Oil shall be loaded into the BUYER’s tanker/truck or other approved transportation vehicle.

1.13 “Tanker”

“Tanker” means a road tanker/truck or other petroleum transportation vehicle arranged by the BUYER and duly approved by the SELLER and compliant with all applicable statutory requirements.

1.14 “Lifting”

“Lifting” means physical collection and removal of the Test/Produced Oil by the BUYER from the Delivery/Loading Point in accordance with the lifting schedule issued by the SELLER.

1.15 “Lifting Schedule”

“Lifting Schedule” means the schedule notified by the SELLER specifying the date, time, quantity and other requirements for lifting of Test/Produced Oil by the BUYER.

1.16 “Month”

“Month” means a calendar month commencing at 00:00 hours on the first day of the calendar month and ending at 24:00 hours on the last day of such calendar month.

1.17 “Business Day”

“Business Day” means a day other than a Saturday, Sunday or public holiday in the State of Gujarat or Maharashtra, as applicable for the relevant obligation.

1.18 “Time”

“Time” shall be stated in hours and shall mean Indian Standard Time (IST).

1.19 “Year”

“Year” means a period of twelve (12) consecutive calendar months.

1.20 “Applicable Law”

“Applicable Law” means all applicable laws, statutes, rules, regulations, notifications, orders, directions, permits, approvals and requirements of any Governmental Authority having jurisdiction over the Parties, the Hazira Block, production, storage, sale, transportation or handling of Test/Produced Oil.

1.21 “Governmental Authority”

“Governmental Authority” means the Government of India, Government of Gujarat, local authorities, regulatory authorities, statutory authorities and any other governmental or regulatory body having jurisdiction over the subject matter of this CONTRACT.

1.22 “Effective Date”

“Effective Date” means the date of issuance of LOA/NOA/LOI or the date specified by the SELLER for commencement of the CONTRACT, as applicable.

1.23 Interpretation

- a. Reference to “Article”, “Clause”, “Section”, “Schedule” or “Annexure” shall mean the corresponding provision of this CONTRACT.
- b. Headings are for convenience only and shall not affect interpretation.
- c. Words importing the singular shall include the plural and vice versa.
- d. Any reference to any statute, rule, regulation or notification shall include amendments, modifications, replacements and re-enactments thereof.

ARTICLE – 2

PERIOD OF CONTRACT

- 2.01** Notwithstanding the date of execution, this CONTRACT shall come into force from the Effective Date.

The sale and lifting of Test/Produced Oil shall commence from the date specified by the SELLER and shall continue for a period of **1 year** with provision to extension for the period of 1 year from the commencement date, unless terminated earlier in accordance with this CONTRACT.

- 2.02** The duration of this CONTRACT shall remain subject to the continued availability of Test/Produced Oil from the Hazira Block and the validity of the applicable Petroleum Mining Lease / PSC / Government approval / other rights under which the SELLER is entitled to produce and sell such Test/Produced Oil.

- 2.03** The SELLER shall have the right to terminate the CONTRACT by giving One (1) months’ advance written notice to the BUYER, without prejudice to any other rights available to the SELLER under this CONTRACT or Applicable Law.

- 2.04** The SELLER shall not be liable to the BUYER for any compensation, loss of profit or consequential loss arising solely due to reduction, interruption or cessation of production or availability of Test/Produced Oil.

ARTICLE – 3

EXTENSION OF PERIOD OF CONTRACT

- 3.01** If either Party desires extension of the CONTRACT, it shall give written notice to the other Party at least **one (1) month** before expiry of the CONTRACT.

Any extension shall be subject to mutual agreement and shall be documented in writing.

- 3.02** Any extension shall remain subject to continuation of the SELLER’s right to produce and sell Test/Produced Oil from the Hazira Block and such extension shall not be deemed automatic.

ARTICLE – 4

SALE, DELIVERY AND LIFTING OF TEST/PRODUCED OIL

- 4.01** The SELLER agrees to sell and the BUYER agrees to purchase and lift the Test/Produced Oil made available by the SELLER from the Hazira Block, subject to the terms of this CONTRACT.

- 4.02** The Test/Produced Oil shall be made available at the Delivery/Loading Point designated by the SELLER.

- 4.03** The BUYER shall arrange, at its own cost and risk, adequate tankers, transportation facilities, manpower, permits and other arrangements necessary for lifting and transportation of the Test/Produced Oil.

- 4.04** The BUYER shall ensure that all tankers deployed for lifting comply with Applicable Law and all applicable petroleum, road transportation, safety, environmental and statutory requirements.

- 4.05** The SELLER shall notify the BUYER of the lifting schedule. The BUYER shall ensure availability of suitable tankers at the designated Loading Point as per the notified schedule.

- 4.06** The BUYER shall not be entitled to claim any compensation from the SELLER for any quantity not produced or not made available for sale due to operational, technical, reservoir, safety, statutory, regulatory or other reasons beyond the reasonable control of the SELLER.

- 4.07 The SELLER may change the Loading Point/Delivery Point depending upon operational requirements, provided reasonable notice is given to the BUYER wherever practicable.
- 4.08 The BUYER shall not remove, transfer, sell, dispose of or otherwise deal with the Test/Produced Oil prior to the transfer of title and risk as provided under this CONTRACT.

ARTICLE – 5

QUANTITY OF TEST/PRODUCED OIL

- 5.01 The quantity of Test/Produced Oil available for sale shall depend upon the actual production from the Hazira Block and the quantity made available by the SELLER from time to time.
- 5.02 Unless specifically stated otherwise in the tender/Contract, the SELLER does not guarantee any minimum production or minimum quantity of Test/Produced Oil.
- 5.03 The BUYER shall lift the quantity allocated/notified by the SELLER as per the applicable lifting schedule.
- 5.04 Where the quantity available exceeds the quantity scheduled for lifting, the SELLER may, at its discretion, offer additional quantity to the BUYER, subject to operational feasibility and storage availability.
- 5.05 Any additional quantity offered by the SELLER shall be purchased by the BUYER at the Contract Price unless otherwise agreed in writing.
- 5.06 The BUYER shall not refuse or defer lifting of the allocated quantity except with prior written approval of the SELLER.
- 5.07 Failure by the BUYER to lift the allocated quantity within the specified time shall constitute failure to lift and shall be dealt with under Article 21.

ARTICLE – 6

QUALITY OF TEST/PRODUCED OIL

- 6.01 The quality of Test/Produced Oil shall be as specified in Section-3 – **Test/Produced Oil Quality Specification**.
- 6.02 The BUYER acknowledges that Test/Produced Oil is petroleum produced from producing/test wells and its quality may vary depending upon reservoir and well operating conditions.
- 6.03 The SELLER shall endeavour to provide available quality information to the BUYER based on the testing carried out by the SELLER.
- 6.04 Variation in quality within the limits specified in Section-3 shall not entitle the BUYER to reject the quantity.
- 6.05 Where the quality is outside the specified parameters due to the inherent characteristics of Test/Produced Oil, the BUYER shall not reject the material unless such rejection is expressly permitted under the CONTRACT.

ARTICLE – 7

SAMPLING AND TESTING

- 7.01 Sampling of Test/Produced Oil shall be carried out in accordance with applicable ASTM/API standards and the sampling procedure specified in Section-3.
- 7.02 The SELLER and BUYER may depute representatives for joint sampling.
- 7.03 The SELLER shall give reasonable advance notice to the BUYER wherever sampling is scheduled jointly.
- 7.04 If the BUYER's representative fails to attend sampling despite due notice, the SELLER may proceed with sampling and issue the relevant quality/quantity certificate, which shall be binding upon the BUYER subject to the dispute provisions of this CONTRACT.
- 7.05 Samples shall be collected in suitable containers, sealed and retained by the Parties as per the agreed procedure.
- 7.06 In case of a quality dispute, the sealed retained sample shall, wherever practicable, be tested at an independent laboratory mutually acceptable to the Parties.
- 7.07 The result of the independent laboratory shall be final and binding for the parameter(s) under dispute, except in case of manifest error, fraud or proven testing error.
- 7.08 The cost of independent testing shall be borne by the Party whose position is found to be incorrect, unless otherwise mutually agreed.

ARTICLE – 8

MEASUREMENT, QUANTITY DETERMINATION AND CALIBRATION

- 8.01 The quantity of Test/Produced Oil supplied under this CONTRACT shall be determined by

- the SELLER's calibrated and approved measurement system installed/used at the Loading/Delivery Point.
- 8.02 Measurement may be carried out through calibrated flow meter, tank measurement, tanker measurement, weighment or any other approved method adopted by the SELLER.
 - 8.03 The measurement system shall be maintained and calibrated in accordance with applicable statutory requirements and/or relevant industry standards.
 - 8.04 The BUYER may, upon reasonable written request, witness measurement/calibration activities, subject to operational and safety requirements.
 - 8.05 In case of any doubt regarding measurement accuracy, the BUYER shall notify the SELLER in writing and may request verification/calibration.
 - 8.06 If any measurement error is established, the quantity shall be corrected for the affected period in accordance with the applicable calibration procedure.
 - 8.07 In the absence of any other agreed method, the quantity recorded by the SELLER's calibrated measurement system at the Loading/Delivery Point shall be final and binding on the Parties.
 - 8.08 The SELLER shall maintain relevant measurement records, tickets, certificates and other supporting documents for such period as required under Applicable Law or the CONTRACT.
 - 8.09 The BUYER shall have the right, upon reasonable notice, to examine relevant measurement records pertaining to its own lifting transactions.

ARTICLE – 9

LIFTING SCHEDULE, LOADING AND STOPPAGE

- 9.01 The SELLER shall notify the BUYER regarding the quantity and timing of Test/Produced Oil available for lifting.
- 9.02 The BUYER shall position suitable tankers at the Loading Point in accordance with the lifting schedule.
- 9.03 The SELLER may temporarily suspend or reschedule loading due to:
 - a. operational requirements;
 - b. maintenance;
 - c. safety concerns;
 - d. emergency conditions;
 - e. storage limitations;
 - f. statutory/regulatory directions;
 - g. adverse weather conditions; or
 - h. any other circumstances affecting safe handling or loading of Test/Produced Oil.
- 9.04 The BUYER shall immediately inform the SELLER of any defect or unsafe condition in its tanker, equipment or transportation arrangement.
- 9.05 The SELLER may refuse entry or loading of any tanker which, in the reasonable opinion of the SELLER, is unsafe, unsuitable, improperly documented or non-compliant with Applicable Law.

ARTICLE – 10

PRICE OF TEST/PRODUCED OIL

- 10.01 The price payable by the BUYER for Test/Produced Oil shall be the price discovered through the tender process and specified in the **Price Schedule / Commercial Bid / Section-6** to this CONTRACT.
- 10.02 The Contract Price shall be:
₹ ____per KL / MT / LTR of Test/Produced Oil
- OR as finally established under the tender.
- 10.03 The applicable price shall be at the Delivery/Loading Point and shall be exclusive of GST and other statutory levies, unless specifically stated otherwise in the tender.
- 10.04 All taxes, duties, levies, cess, fees and other statutory charges applicable to the sale/purchase/transportation of Test/Produced Oil shall be dealt with in accordance with Article 22 and Applicable Law.
- 10.05 The BUYER shall not be entitled to any reduction in Contract Price on account of transportation cost, tanker cost, loading/unloading cost, insurance, manpower, statutory compliance or any other cost incurred by the BUYER, unless expressly provided in the CONTRACT.
- 10.06 The price shall remain firm during the Contract Period unless the tender/Contract specifically provides for a price revision mechanism.

ARTICLE – 11

BILLING AND PAYMENT

- 11.01** The SELLER shall raise invoice on a monthly / daily basis, as applicable, for the estimated quantity of Test/Produced Oil proposed to be lifted/delivered by the BUYER during the relevant billing period, based on the applicable Contract Price under Article 10.
- 11.02** The invoice shall be based on the quantity determined in accordance with Article 8 and the Contract Price applicable under Article 10. The final quantity and corresponding invoice value shall be reconciled/adjusted based on the actual quantity of Test/Produced Oil lifted/delivered by the BUYER during the relevant billing period.
- 11.03** The BUYER shall pay 100% (one hundred percent) of the invoice value in advance, including all applicable taxes, duties, levies and other charges, prior to the lifting/delivery of the Product. The BUYER shall make such payment sufficiently in advance to ensure that the full invoice amount is received by the SELLER in cleared funds before the scheduled date of lifting/delivery.
- 11.04** Payment shall be made in Indian Rupees through bank transfer to the bank account designated by the SELLER. The BUYER shall be solely responsible for ensuring that the full invoice amount is credited to the designated bank account of the SELLER, free from any deduction, bank charges or other transaction-related charges payable by the BUYER.
- 11.05** The SELLER shall have no obligation to deliver or permit lifting of the Product unless and until the full invoice value, including applicable taxes, duties and charges, has been received by the SELLER in cleared funds. Any delay in delivery/lifting arising due to non-receipt or delayed receipt of advance payment shall be to the account of the BUYER and shall not constitute a default by the SELLER.
- 11.06** In case of any dispute relating to the invoice, the BUYER shall notify the SELLER in writing within fourteen (14) days from receipt of the invoice, giving complete details of the disputed amount along with supporting documents. The BUYER shall, notwithstanding such dispute, pay the undisputed amount in full in advance within the stipulated time.
- 11.07** Failure by the BUYER to raise a billing dispute within the aforesaid period shall be deemed to constitute acceptance of the invoice, without prejudice to correction of any manifest error.
- 11.08** Any difference arising between the amount paid in advance and the final amount payable based on the actual quantity of Product lifted/delivered shall be adjusted in the subsequent invoice(s) or, where applicable, refunded/settled by the SELLER, as mutually agreed between the Parties.
- 11.09** In the event the BUYER fails to make the required advance payment within the time stipulated by the SELLER, the SELLER shall have the right to withhold, suspend or refuse the scheduled lifting/delivery of the Product until the full advance payment, together with any applicable interest or other amounts due under this Agreement, has been received in cleared funds. Such withholding, suspension or refusal shall not constitute a breach or default by the SELLER.
- 11.10** Any amount remaining unpaid by the BUYER after the stipulated date for advance payment shall carry interest from the date on which such payment became due until the date of actual receipt by the SELLER, at the following rates:

Delay Period	Interest Rate
First 45 days from the due date	SBI PLR + 1.5% p.a.
46th day onwards	SBI PLR + 2.0% p.a.

The applicability of interest under this Article shall be without prejudice to the SELLER's right to suspend or withhold further lifting/delivery and to exercise any other rights or remedies available under this Agreement.

ARTICLE – 12

BANK GUARANTEE / PAYMENT SECURITY

- 12.01** The BUYER shall, throughout the Contract Period, maintain an unconditional, irrevocable Bank Guarantee in favour of the SELLER, issued by a bank acceptable to the SELLER, to secure all amounts payable by the BUYER under this CONTRACT.
- 12.02** The Payment Security shall be submitted within fifteen (15) days from the date of award of the CONTRACT or such other period specified in the tender.
- 12.03** The value of the Payment Security shall be ₹ 25 Lakh, or such amount as specified in the tender/Commercial Terms.
- 12.04** The Bank Guarantee shall remain valid throughout the required period and shall include

- the claim period prescribed by the SELLER.
- 12.05** The BUYER shall renew/extend the Bank Guarantee at least fifteen (15) days prior to expiry.
- 12.06** If the BUYER fails to renew or replace the Bank Guarantee within the stipulated period, the SELLER shall have the right to invoke the existing Bank Guarantee.
- 12.07** If any amount is recovered by invocation of the Bank Guarantee, the BUYER shall replenish the Bank Guarantee within seven (7) days so that the required security value is maintained.
- 12.08** The SELLER shall have the right to invoke the Payment Security in case of:
- non-payment of invoices;
 - failure to lift the allocated quantity;
 - failure to replenish the Bank Guarantee;
 - recovery of contractual dues;
 - damages/costs recoverable under the CONTRACT; or
 - any other amount payable by the BUYER under the CONTRACT.
- 12.09** All bank charges relating to issuance, amendment, renewal and maintenance of the Payment Security shall be borne by the BUYER.

ARTICLE – 13

TRANSFER OF RIGHTS

- 13.01** The SELLER may assign or transfer its rights and obligations under this CONTRACT to any of its affiliates, associated companies, successors or other entities to whom the relevant rights relating to the Hazira Block or sale of Test/Produced Oil are transferred, subject to Applicable Law.
- 13.02** The BUYER shall not assign or transfer this CONTRACT or any rights or obligations hereunder without prior written approval of the SELLER.
- 13.03** Any permitted transferee shall have adequate financial and operational capability to perform the obligations under this CONTRACT.
- 13.04** Assignment shall not relieve the transferring Party of obligations accrued prior to the effective date of assignment unless otherwise agreed in writing.

ARTICLE – 14

ARBITRATION

- 14.01** Any dispute or difference arising out of or in connection with this CONTRACT which cannot be resolved through mutual consultation shall be referred to arbitration in accordance with the **Arbitration and Conciliation Act, 1996**, including amendments thereto.
- 14.02** The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties.
- 14.03** If the Parties fail to mutually agree upon the arbitrator within the prescribed period, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.
- 14.04** The language of arbitration shall be English.
- 14.05** The seat and venue of arbitration shall be **Mumbai, Maharashtra**, unless otherwise specified in the tender.
- 14.06** The award of the arbitrator shall be final and binding on the Parties.
- 14.07** Nothing contained herein shall prevent either Party from seeking interim or conservatory relief from a competent court.

ARTICLE – 15

FORCE MAJEURE

15.01 Definition

“Force Majeure” means any event or circumstance beyond the reasonable control of the affected Party which prevents or materially delays performance of its obligations under this CONTRACT and which could not reasonably have been avoided or overcome by exercising due diligence.

15.02 Force Majeure shall include, without limitation:

- natural disasters, storm, flood, cyclone, earthquake, lightning or tidal wave;
- fire, explosion, major accident or structural failure;
- epidemic, pandemic or quarantine restrictions;
- war, terrorism, sabotage, civil disturbance, rebellion or insurrection;
- strikes, lockouts or industrial disturbances not caused by breach of labour obligations;
- Governmental orders, restrictions or prohibitions;

- g. withdrawal, suspension or non-renewal of statutory approvals;
- h. loss, restriction or cessation of production from the Hazira Block;
- i. damage to production, storage or loading facilities;
- j. inability to safely store or transport Test/Produced Oil;
- k. suspension or termination of the applicable PSC/PML or other petroleum rights;
- l. any action, direction or order of Governmental Authority; and
- m. any other event beyond the reasonable control of the affected Party.

15.03 Exclusions

Force Majeure shall not include:

- a. Lack of funds;
- b. Failure to make payment;
- c. Ordinary mechanical breakdown resulting from inadequate maintenance;
- d. Failure of the BUYER to arrange adequate tankers;
- e. Shortage of manpower or transportation arrangements within the BUYER's control; or
- f. Commercial inability of the BUYER to purchase or transport the Test/Produced Oil.

15.04 Notice

The affected Party shall notify the other Party as soon as reasonably practicable, and preferably within two (2) Days of becoming aware of the Force Majeure event.

15.05 Mitigation

The affected Party shall use reasonable endeavours to overcome or mitigate the effect of the Force Majeure event.

15.06 Consequences

To the extent performance is prevented by Force Majeure, the affected obligations shall be suspended during the period of Force Majeure and neither Party shall be liable for such non-performance, subject to the terms of this CONTRACT.

15.07 Force Majeure shall not automatically extend the Contract Period unless expressly agreed in writing.

15.08 Force Majeure exceeding sixty (60) Days

If a Force Majeure event continues for more than sixty (60) consecutive Days and materially prevents performance, either Party may issue a written notice for termination of the CONTRACT, subject to settlement of all accrued obligations.

ARTICLE – 16

GOVERNING LAW AND DISPUTE RESOLUTION

16.01 Governing Law

This CONTRACT shall be governed by and construed in accordance with the laws of India with exclusive jurisdiction under the courts in Mumbai.

16.02 Amicable Resolution

In the event of any dispute, the concerned Party shall issue written notice specifying the nature of the dispute and requesting resolution through mutual discussions.

16.03 The Parties shall endeavour to resolve the dispute through discussions between their authorised representatives within twenty-one (21) Days from the date of notice.

16.04 If the dispute remains unresolved, either Party may refer the matter to arbitration in accordance with Article 14.

16.05 Nothing in this Article shall prevent the SELLER from exercising its contractual rights relating to suspension of lifting, recovery of dues, invocation of Bank Guarantee or other contractual remedies.

ARTICLE – 17

PREVIOUS CORRESPONDENCE

17.01 All discussions, negotiations, meetings, correspondence, representations and understandings between the BUYER and SELLER relating to the subject matter of this CONTRACT prior to its execution shall stand superseded by this CONTRACT, except those expressly incorporated herein.

17.02 No previous correspondence shall be relied upon for interpretation of this CONTRACT unless specifically incorporated by reference.

ARTICLE – 18 AMENDMENTS

- 18.01** No amendment, modification or variation to this CONTRACT shall be valid unless made in writing and signed by authorised representatives of both Parties.
- 18.02** Any amendment shall form part of this CONTRACT from the date specified therein.

ARTICLE – 19 INDEMNITIES, TITLE AND RISK

- 19.01** Until the Test/Produced Oil is loaded into the BUYER's tanker and title/risk passes in accordance with this CONTRACT, the SELLER shall remain responsible for the Test/Produced Oil within the SELLER's custody and control.
- 19.02** Upon completion of loading and transfer of title/risk at the Delivery/Loading Point, the BUYER shall be solely responsible for the Test/Produced Oil and its transportation, handling, storage and further disposition.
- 19.03** The BUYER shall protect, indemnify and hold harmless the SELLER, its directors, employees, representatives and agents from and against all claims, losses, damages, costs, expenses, liabilities and proceedings arising out of:
- a. transportation of Test/Produced Oil by the BUYER;
 - b. operation of BUYER's tankers;
 - c. leakage, spillage or contamination occurring after transfer of custody/risk;
 - d. violation of Applicable Law by the BUYER or its transporter;
 - e. injury, death or property damage caused by BUYER's tanker/personnel;
 - f. improper handling, storage or disposal of Test/Produced Oil after transfer of custody; and
 - g. any act or omission of the BUYER, its employees, agents, contractors or transporters.
- 19.04** The SELLER shall indemnify the BUYER against third-party claims for bodily injury or property damage to the extent directly caused by the SELLER's gross negligence or wilful misconduct prior to transfer of custody, subject to Applicable Law and the limitations contained in this CONTRACT.
- 19.05** The BUYER shall maintain adequate insurance coverage for its tankers, personnel, third-party liability, pollution/environmental risks and other risks arising from transportation and handling of Test/Produced Oil.

ARTICLE – 20 ADDRESS OF PARTIES

The addresses of the Parties for all notices under this CONTRACT shall be:

THE SELLER

Sun Petrochemicals Pvt. Ltd.
8th, 9th & 10th Floor, ATL Corporate Park
Saki Vihar Road, Powai, Mumbai – 400072,
Maharashtra, BHARAT
Tel.: +91-22-69325300, +91 22 28470484

THE BUYER

Name: _____
Address: _____

Email: _____
Telephone: _____

Either Party may change its address by giving at least fifteen (15) Days' prior written notice to the other Party.

ARTICLE – 21 SUSPENSION AND TERMINATION

21.01 Suspension by SELLER

Without prejudice to any other rights and remedies, the SELLER may suspend further lifting/sale of Test/Produced Oil upon written notice to the BUYER if:

- a. the BUYER fails to make payment when due;
- b. the BUYER fails to establish, maintain or renew the Bank Guarantee;

- c. the BUYER fails to provide suitable tankers as per the lifting schedule;
- d. the BUYER repeatedly fails to lift the allocated quantity;
- e. any tanker or transportation arrangement of the BUYER is unsafe or non-compliant;
- f. the BUYER breaches any material provision of this CONTRACT;
- g. suspension is required under Applicable Law;
- h. the BUYER commits any material HSE violation;
- i. the BUYER becomes insolvent or financially incapable of performing its obligations;
- j. the BUYER or its transporter becomes subject to any regulatory restriction; or
- k. any termination event occurs under this Article.

21.02 Failure to Lift

If the BUYER fails to lift the quantity notified by the SELLER within the stipulated time without prior written approval:

- a. the SELLER may issue a notice requiring the BUYER to lift the quantity within the specified cure period;
- b. the SELLER may suspend further allocation/lifting;
- c. the SELLER may recover reasonable costs and losses incurred due to such failure, including storage, handling and other directly attributable costs;
- d. the SELLER may invoke the Payment Security to the extent permissible under the CONTRACT; and
- e. repeated failure to lift shall constitute a material breach.

21.03 Termination by SELLER

The SELLER may terminate this CONTRACT, by giving written notice to the BUYER, if the BUYER:

- a. fails to make the required **advance payment in full** within the time stipulated under Article 11, including any applicable taxes, duties, levies, interest or other amounts payable under this CONTRACT;
- b. commits a material breach of this CONTRACT and fails to remedy such breach within thirty (30) Days of receipt of written notice from the SELLER requiring such breach to be remedied;
- c. fails to maintain any security, Bank Guarantee or other financial security, if specifically required under this CONTRACT;
- d. repeatedly fails to lift the allocated Test/Produced Oil in accordance with the lifting schedule or other requirements stipulated under this CONTRACT, without any valid reason acceptable to the SELLER;
- e. violates any material HSE, environmental or statutory requirement applicable to the lifting, transportation, handling or use of the Test/Produced Oil;
- f. becomes insolvent, bankrupt, wound up or placed under liquidation, except for the purpose of a bona fide reconstruction or amalgamation;
- g. makes any arrangement, composition or settlement with its creditors, or has a receiver, administrator, liquidator or similar officer appointed over its assets or undertaking;
- h. engages in fraud, corruption, bribery, misrepresentation or other unethical conduct in connection with this CONTRACT;
- i. violates any applicable petroleum, transportation, environmental, safety or other statutory requirements in connection with the performance of this CONTRACT; or
- j. becomes prohibited, suspended or otherwise restrained by any Governmental Authority from performing its obligations under this CONTRACT.

Upon termination under this Article, the SELLER shall be entitled to suspend or discontinue further supply/lifting of Test/Produced Oil, without prejudice to any other rights and remedies available to the SELLER under this CONTRACT or applicable law.

21.04 Termination due to Petroleum Rights

Without prejudice to any other rights, the SELLER shall have the right to terminate this CONTRACT upon short notice if the applicable PSC, Petroleum Mining Lease or other right/approval relating to production and sale of Test/Produced Oil is terminated, suspended, cancelled or otherwise becomes unavailable.

21.05 Termination by BUYER

The BUYER may terminate the CONTRACT if the SELLER commits a material breach of

its contractual obligations and fails to remedy such breach within thirty (30) Days of receiving written notice, provided that such termination shall not arise merely due to reduction or cessation of production from the Hazira Block.

21.06 Consequences of Termination

Termination shall be without prejudice to:

- a. rights and obligations accrued prior to termination;
- b. payment of outstanding invoices;
- c. recovery of contractual dues;
- d. obligations relating to indemnity, confidentiality, dispute resolution and other provisions intended to survive termination.

ARTICLE – 22

TAXES AND DUTIES

- 22.01** The BUYER shall be responsible for taxes, duties, levies, cess, fees and other statutory charges applicable to the purchase, transportation, handling and subsequent sale/disposal of Test/Produced Oil to the extent such liability is imposed upon the BUYER under Applicable Law.
- 22.02** GST, if applicable, shall be charged separately in the SELLER's invoice at the applicable rate unless specifically stated otherwise in the tender.
- 22.03** The BUYER shall provide all statutory declarations, forms, certificates and documents required by the SELLER for compliance with Applicable Law.
- 22.04** If any tax, duty, interest, penalty or other statutory liability becomes payable by the SELLER due to any failure, incorrect declaration or omission by the BUYER, the BUYER shall indemnify the SELLER for such liability.
- 22.05** The BUYER shall make payment of any debit note/invoice raised by the SELLER towards such additional tax liability within four (4) Business Days from receipt thereof.
- 22.06** The BUYER shall comply with all applicable requirements relating to GST, TDS, e-invoicing, e-way bills, petroleum movement documentation and other statutory requirements.

ARTICLE – 23

WAIVER OF SOVEREIGN IMMUNITY

Each Party expressly acknowledges that this CONTRACT constitutes a private and commercial transaction.

To the extent legally permissible, each Party waives any immunity from suit, arbitration, jurisdiction, execution or enforcement which it may otherwise claim in relation to this CONTRACT and agrees that this CONTRACT shall be enforceable in accordance with its terms and Applicable Law.

ARTICLE – 24

HEALTH, SAFETY AND ENVIRONMENT

- 24.01** The BUYER shall comply with all HSE requirements of the SELLER and all Applicable Laws relating to transportation and handling of petroleum products.
- 24.02** The BUYER shall ensure that all tankers deployed are properly maintained, certified, insured and fit for transportation of Test/Produced Oil.
- 24.03** The BUYER shall ensure that all drivers and personnel deployed for transportation are appropriately trained and possess valid licences, permits and statutory authorisations.
- 24.04** No tanker shall be permitted to enter the SELLER's premises without valid documentation and safety compliance.
- 24.05** The BUYER shall be responsible for any spill, leakage, accident, contamination or environmental damage attributable to its tanker, personnel, transporter or operations after transfer of custody/risk.
- 24.06** The SELLER shall have the right to stop loading or remove any tanker/personnel from its premises in case of unsafe practices or non-compliance.

ARTICLE – 25

CONFIDENTIALITY

- 25.01** The BUYER shall maintain confidentiality of all commercial, technical, operational and production information received from the SELLER in connection with this CONTRACT.
- 25.02** Such information shall not be disclosed to any third party except:
 - a. where required by Applicable Law;

- b. to Governmental Authorities;
- c. to professional advisers under confidentiality obligations; or
- d. with prior written approval of the SELLER.

ARTICLE – 26

COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

The BUYER shall comply with all applicable anti-bribery, anti-corruption and ethical business requirements and shall not directly or indirectly offer, promise, provide or authorise any improper payment, benefit or advantage to any employee, representative or agent of the SELLER or any Governmental Authority.

Any material violation shall constitute a material breach and may result in suspension or termination of the CONTRACT.

ARTICLE – 27

ENTIRE AGREEMENT

This CONTRACT, together with its Annexures, Schedules, tender documents and duly incorporated amendments, constitutes the entire agreement between the Parties concerning the sale and purchase of Test/Produced Oil from the Hazira Block and supersedes all previous agreements, discussions and correspondence relating thereto, except documents expressly incorporated herein.

ARTICLE – 28

SEVERABILITY

If any provision of this CONTRACT is held to be invalid or unenforceable by a competent authority, such provision shall, to the extent permissible, be modified to make it valid and enforceable while preserving its commercial intent, and the remaining provisions shall remain in full force and effect.

ARTICLE – 29

WAIVER

No failure or delay by either Party in exercising any right or remedy under this CONTRACT shall constitute a waiver of such right or remedy.

Any waiver shall be valid only if made in writing by the authorised representative of the concerned Party.

ARTICLE – 30

NOTICES

All notices under this CONTRACT shall be made in writing and delivered by hand, registered post, courier or email to the authorised representatives of the Parties at the addresses specified in Article 20.

A notice shall be deemed received:

- a. upon delivery, if delivered by hand;
- b. upon acknowledged delivery, if sent by courier/registered post; or
- c. upon confirmation of successful transmission, if sent by email, provided no delivery failure notification is received.

ARTICLE – 31

EXECUTION

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorised representatives have caused this CONTRACT to be signed and executed on the date first written above.

FOR AND ON BEHALF OF THE SELLER

SUN PETROCHEMICALS PVT. LTD.

Name: _____

Designation: _____

Signature: _____

Date: _____

FOR AND ON BEHALF OF THE BUYER

M/s. _____
Name: _____
Designation: _____
Signature: _____
Date: _____

WITNESSES

- 1.** **Name:** _____
 Signature: _____
- 2.** **Name:** _____
 Signature: _____

SECTION-3

SCOPE OF WORK AND TECHNICAL SPECIFICATION

1. Overview

Sun Petrochemicals Pvt. Ltd. (SunPetro) is the operator of Hazira (near Surat) Pursuant to the applicable Production Sharing Contract (PSC) executed with the Government of India.

2. Source of Test Oil/Produced Oil

- 2.1 Hazira field, are expected to produce test oil or produced oil of light oil category (API 40-42)
- 2.2 The crude oil offered for sale may contain Basic Sediment & Water (BS&W), including free water, within the following indicative limits

Field	Maximum BS&W
Hazira	5%

3. Test Oil /Produced Oil Quality

- 3.1 Crude oil shall generally be supplied in a fluid condition.
- 3.2 Crude oil may contain emulsified water.
- 3.3 Water content shall be determined by SunPetro through representative tank-bottom samples drawn in the presence of the Buyer's representative wherever practicable.
- 3.4 The determination of BS&W and water content by SunPetro shall be final and binding for invoicing and payment purposes.

WATER CONTENT DEDUCTION FORMULA FOR TEST OIL/PRODUCED OIL	
Water content in % (V)	Volumetric deduction in %
0 to ≤ 5 %	As per actual

- 3.5 Produced Oil production quantity offered is ~50-150 KL per day per field subject to actual production. No minimum quantity is guaranteed by the Company
- 3.6 The Buyers is required to sign the report of quantity & quality of Test Oil lifted from the site before tanker leaves the site. These should be signed and stamped by Company & Buyers's authorities.
- 3.7 The measurement of volume is to be taken by the dip stick of CALIBRATED STORAGE TANK for Produced Oil quantity. Volume will be corrected to 15 deg C.
- 3.8 The quantity of Produced Oil shall be sold on "as is where is" basis.

4. Tentative Specifications of Crude Oil (Hazira)

- a. Specific Gravity: 0.0.820-0.830 (41-42 °API)
 - b. BS&W: 0.5 % to 10 %(v/v max)
 - c. Total Acid Number: 0.10 mgKOH/gm.
 - d. Pour Point: +30 Deg C
 - e. Asphaltene Content: 0.27 % wt
 - f. Kinematic Viscosity@ 40°C: 4.72 cSt
 - g. Sulphur Content 0.04% wt.
 - h. Wax Content: 17.7 % wt.
- Please note that as mentioned the above are indicative only and not guaranteed.

5. Definition of Test Oil & Produced Oil

Oil produced during testing, processed and stored in oil storage tank with BS&W as mentioned above:

- a. Free water- Nil
- b. Permissible emulsified water = less than or equal to 5%
- c. Total emulsified water content shall be deducted from measured volume of oil.

Example:

If measured Test Oil volume is 20 KL and BS&W content in that is 1%., then for pricing purpose, the net volume of Test oil = 20KL –20KL x1%.=19.8 KL

SECTION-4

RESPONSIBILITY MATRIX

No	Description	Responsibility	
		SunPetro	Buyer
1.	Issue of necessary work permits for Produced 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 Test /Produced Oil		√
6.	Steaming Unit (if required)		√
7.	Manpower assistance for lifting of Produced 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/Produced 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		√
20.	The Buyer shall comply with all applicable statutory regulations, Petroleum Rules, Motor Vehicle Rules, Explosives Safety requirements, and the Company's Health, Safety, and Environment (HSE) procedures while carrying out the work under this contract.		√
21.	Availability of emergency response equipment, including spill containment kits, fire extinguishers, first-aid box, and emergency contact information in the tanker.		√
22.	Insurance coverage for tanker, personnel, third-party liability, and environmental pollution liability during the contract period.		√

NOTE: SPECIFICATION OF EQUIPMENTS/TANKERS SHALL BE USED FOR LIFTING OIL
Buyer to arrange for tankers with following specifications for loading at Hazira Field loading facilities

- a. Tanker Capacity: ≥20 Kl
- b. The Vehicle Design conforms to the Petroleum rules 2002 and has been approved by CCOE/PESO.
- c. The gross and tare weight painted on the vehicle tally with the permit.
- d. Spark Arresters fitted at the silencer exhaust pipe (CCOE /PESO certified)
- e. Electrical fittings of the oil tanker adequately sealed and earthed to prevent open spark.

- f. Isolation switch provided to isolate the Battery fully from the electrical system before loading and unloading.
SunPetro reserves the right to refuse entry to any vehicle or personnel not complying with safety requirements.

7. Confidentiality

The Buyer shall treat all information received from Sun Petrochemicals Pvt. Ltd. ("SunPetro") in connection with this SA, including but not limited to commercial terms, pricing methodology, production data, crude oil specifications, operating information, and all other technical or business information, as confidential.

The Buyer shall not disclose, publish, reproduce or communicate any such information to any third party without the prior written consent of SunPetro, except where disclosure is required under applicable law or by a competent statutory or judicial authority.

The Buyer shall use such confidential information solely for the purpose of participating in this SA and, if successful, for performance of the resulting contract. This obligation shall survive the completion, termination or expiry of the contract for a period of **three (3) years**.

8. Indemnity

- 8.1 The Buyer shall be solely responsible for the loading, transportation, handling, storage, unloading and disposal or utilization of the crude oil after it is loaded into the Buyer's tanker at the designated loading point.

- 8.2 The Buyer shall indemnify, defend and hold harmless SunPetro, its directors, officers, employees and representatives from and against any and all claims, demands, losses, damages, liabilities, penalties, fines, costs and expenses (including reasonable legal expenses) arising out of or relating to:

- a. any accident, injury, death or property damage occurring during loading, transportation or unloading of crude oil;
- b. any oil spill, environmental contamination or pollution caused by the Buyer or its representatives;
- c. any violation of applicable laws, rules, permits or statutory requirements by the Buyer;
- d. any act, omission, negligence or misconduct of the Buyer, its employees, transporters, contractors or agents; and
- e. any third-party claims arising from the Buyer's transportation, handling, processing, sale or use of the crude oil.

The above indemnity shall survive completion or termination of the contract.

9. Insurance

The Buyer shall, at its own cost, obtain and maintain throughout the duration of the contract adequate insurance coverage with reputable insurers, including but not limited to:

- . Comprehensive Motor Vehicle Insurance for all tankers deployed;
- . Third Party Liability Insurance;
- . Public Liability Insurance;
- . Workmen Compensation/Employee Compensation Insurance as required under applicable laws;
- . Environmental Pollution Liability Insurance, wherever applicable; and
- . Insurance covering loss or damage to the crude oil after loading into the Buyer's tanker, if the Buyer considers such insurance necessary.

The Buyer shall furnish copies of valid insurance policies and proof of premium payment whenever requested by SunPetro.

Failure to maintain valid insurance shall entitle SunPetro to refuse entry of the Buyer's vehicles into the premises or suspend loading operations until compliance is achieved, without any liability on SunPetro.

10. Transfer of risk and title

Title to and risk in the crude oil shall pass from SunPetro to the Buyer upon completion of loading into the Buyer's tanker and issuance of the delivery challan/loading document by SunPetro. Thereafter, the Buyer shall bear all risks relating to loss, damage, deterioration, leakage, contamination, theft, accident, environmental liability or any other incident affecting the crude oil.

SECTION-5

BID EVALUATION CRITERIA

5.1 TECHNICAL EVALUATION CRITERIA

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

5.1.1 Eligibility and experience of the bidder:

The bidders must possess the following qualifications as a minimum.

The Bidder / JV partners / Consortium / Backup shall have minimum 3 years experience of lifting & Purchase of Produced Oil /Test Oil of more than 5,000 KL in last Three (3) years (prior to 31st March 2026), 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:

- I. Copies of relevant pages of contract document showing contract number, period of contract, lifted quantity of /Produced Oil and detailed Scope of Work etc.
- II. 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.)
- III. It is desirable that the processing unit of the bidder is registered with MOEF/CBCP/GPCB & any other applicable state pollution board having environmentally sound management facilities for Crude oil or used/waste oil processing.

5.2 COMMERCIAL/FINANCIAL EVALUATION CRITERIA

Latest available Audited Financial statements of past three FY is required to be submitted by the bidder along with the Bid along with auditors report, all necessary schedules, notes etc.

- I. Average annual turnover of the bidder, during the last three years, must be equal to or more than Rs. 10 Crore.
- II. Net worth of the bidder as per the latest audited accounts should be positive.

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

5.3 Submission of Bid

Bids are submitted as per instruction provided in Notice Inviting of Tenders in Section – 1

5.4 Acceptance of Terms & conditions

The bidder must confirm unconditional acceptance of Terms & Condition of Contract as per Section-2, Price Schedule format as per Section-6

5.5 Offer of following type shall liable for rejection:

- I. Fax / e-mail / Xerox/photo/scanned copy offers
- II. Offer made by Agent /retainer/consultant / Representatives / Associates / of the foreign principal
- III. Offer do not conform to validity period as per NIT
- IV. Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per NIT
- V. Offer without valid VAT registration
- VI. Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input VAT credit and CENVAT credit benefit (wherever applicable) in respect of the payment of VAT, Excise Duty, service tax etc. Offers where prices are not firm during entire duration of the contract and /or with qualifications.
- VII. Offer not duly signed by authorized signatory
- VIII. Bidders not meeting Mobilization, Delivery schedule, completion period

- IX. Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc.

5.6 GENERAL

Bidders to note the followings:

- 5.6.1** 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.
- 5.6.2** In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
- 5.6.3** Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company.

SECTION-6

COMMERCIAL TERMS / PRICE SCHEDULE

The applicable rates in INR/Litre for the month would be the:

Applicable Rate = Base Rate as determined below + Premium to be applied to Base Rate as quoted by the Buyer.

The Base Rate is derived based on following formula:

- I. Base Rate shall be worked out every month. Base rate of any applicable month will be based on previous month's simple average of daily closing prices as published by Platts in US \$/Barrel terms for Bonny Light Crude Oil (Platts Symbol: PCAIC00).
- II. The declared US \$/Barrel rate as mentioned above will be converted into INR based on the INR/USD TT Selling rate (Card Rate above 10 Lakhs) as declared by State Bank of India (SBI) on the last day of the previous month. In case, rates are not published by SBI on the last day then the latest INR/USD TT Selling rate (Card Rate above 10 Lakhs) published by SBI prior to the last day of the previous month shall be considered. The Base rate in INR/Liter will be worked out taking the unit conversion of 1 Barrel = 158.987 litre.

Buyers to quote the premium % over and above the base rate along with expected lifting quantity:

HAZIRA FIELD:

a. For Crude BS&W Content: < 1%

Sr. No.	Description	Total Qty being Bid in litres	Premium % to be added to Base Rate
1	Test Oil/Produced Crude Oil		

b. For Crude BS&W Content: >1 and < 5%

Sr. No.	Description	Total Qty being Bid in litres	Premium % to be added to Base Rate
1	Test Oil/Produced Crude Oil		

Notes:

1. VAT/CST as applicable will be charged over and above the Price quoted in above table by the Buyer. VAT/CST to be borne by the Buyer
2. Entire amount of the quantity to be lifted will be paid by the Buyer in advance including VAT/CST thereon. Tanker loading would be initiated only upon confirmation of receipt of advance by SunPetro.
3. SunPetro reserves right to allocate the available crude oil quantity amongst different Buyers and to sale the available quantity of crude in parts to multiple Buyers.
4. Illustrative Calculation of Applicable Rates for Sep'26 based on above formula and assuming premium quoted by Buyer is 5%:

Particulars	Remarks	Unit	Amount
Base Rate of Previous Month (Aug'26)	Simple average of daily closing prices as published by Platts in US \$/Barrel terms for Bonny Light Crude Oil (Platts Symbol: PCAIC00).	USD/BBL	91.205
INR/USD TT Selling rate as on 31 st Aug'26	(Card Rate above 10 Lakhs) as declared by State Bank of India (SBI) on the last day of the previous month	INR/USD	95.96
Rates in INR/BBL		INR/BBL	8752.03
Base Rate in INR/Litre	Applying Conversion Factor from BBL to Litre - 158.987		55.05
Premium % Quoted	Assumed		5%
Premium in INR/Litre			2.75
Applicable Rates in INR/Litre including Premium	without VAT/CST*		57.80

***VAT/CST, as applicable will be invoiced to and borne by the Buyer over and above the Applicable Rates**

Additional Note:

- I. Buyer has to deposit 100% advance payment, including applicable taxes, of the estimated cost of Oil proposed to be lifted prior to commencement of loading.
- II. Buyer has to submit EMD of **Rs 5.0 lakhs** on the below bank details.
- III. The Buyer shall furnish a **Performance Bank Guarantee (PBG)** of **Rs. 25.0 Lakhs** within **10 (Ten) days** from the date of issuance of the **Letter of Award (LOA)/Sale Agreement**. The prescribed format of the Performance Bank Guarantee shall be provided separately by the Company upon issuance of the Sale Agreement.
- IV. Hazira field is about 40 Kms from Surat

	HAZIRA Bank Details
NAME	SUN PETROCHEMICALS PRIVATE LIMITED - HAZIRA FIELD
BANK	ICICI BANK
ACCOUNT NO	054405013166
IFSC CODE	ICIC0000544
BRANCH	G1, ACRUTI CENTRE POINT, KONDIVITA, NEAR TELEPHONE EXCHANGE, MIDC, ANDHERI(E), MUMBAI-400093

ANNEXURE - I

FORMAT OF BANK GUARANTEE / PAYMENT SECURITY

[To be executed on Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper should be in the name of the Bank Issuing the Guarantee.]

To,
Sun Petrochemicals Pvt. Ltd. (SunPetro)
8th, 9th & 10th Floors, ATL Corporate Park,
Saki Vihar Road, Powai,
Mumbai - 400 072, Maharashtra,
BHARAT

Bank Guarantee No.:

Date:

Expiry Date:

This Guarantee is made on this _____ day of _____ 2026 by, _____ (Bank name and incorporation details) having its registered office at _____ (address of issuing branch) (hereinafter referred to as the "GUARANTOR", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) in favour of **Sun Petrochemicals Pvt. Ltd.**, a company registered under Part IX of the Companies Act, 1956 (CIN: U24219MH1995PTC464242) and having its registered office at 1004, 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai-400072 and its Corporate office at 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, India (hereinafter referred to as the "**COMPANY**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns).

WHEREAS:

A. The COMPANY has issued Letter of Award/Rate Contract /Purchase Order/Contract/Work Order No. _____ dated _____ hereinafter referred to as the "LOA/RC/PO/WO/Contract") in favour of _____, a company registered under the laws of _____ having its registered office at _____ (hereinafter referred as the "**CONTRACTOR/CONSULTANT**" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) for _____ (hereinafter referred to as the "**PRODUCT**" or "**SERVICE**").

B. In accordance with the terms and conditions of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order the CONTRACTOR/CONSULTANT has agreed to provide a Guarantee for Performance of the Letter of Award/Rate Contract /Purchase Order/Contract/Work Order in form of Bank Guarantee issued by a nationalized/Scheduled Bank for the sum specified therein.

In consideration of the COMPANY having issued a Letter of Award/Rate Contract /Purchase Order/Contract/Work Order with the CONTRACTOR/CONSULTANT for the supply of the PRODUCT/SERVICE; we, the _____, the GUARANTOR do hereby unconditionally and irrevocably Guarantee and undertake:

I) to pay merely on written demand by the COMPANY to extent of Rs. _____/- (Rupees _____ only) against any loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the COMPANY in the event of non-performance/delivery of the PRODUCT/SERVICE supplied/rendered against the LOA/RC/PO/WO/Contract, without any demur, reservations, recourse, contest or protest and without any reference to the COMPANY. Any such demand made by the COMPANY on the GUARANTOR shall be absolute, unequivocal, conclusive and binding on the GUARANTOR as regards the amount due and payable, notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority.

II) to make the payment hereby Guaranteed to the COMPANY not later than the expiry of 48 hours

from the receipt of the written demand made by the COMPANY.

1. We, the Bank further agree that:

- the COMPANY shall be entitled at his option to enforce this Guarantee against the GUARANTOR as a principal debtor, in the first instance notwithstanding any other Security or Guarantee that it may have in relation to the CONTRACTOR/CONSULTANT 's liabilities.

- this Guarantee shall be without prejudice to the other rights, available to the COMPANY against the CONTRACTOR/CONSULTANT in the event of any breach of the terms and conditions of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order or unsatisfactory performance or failure or malfunctioning of the PRODUCT supplied/SERVICE rendered against the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order and giving of time by the COMPANY for repayment thereof, shall not in any way relieve the GUARANTOR of his liability under this Guarantee.

- this Guarantee shall not in any way be affected by the change in the constitution of the CONTRACTOR/CONSULTANT or by the fact that the CONTRACTOR/CONSULTANT has been wound up or any orders for winding up are passed or closed its business nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the GUARANTOR or the COMPANY or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed Company of the COMPANY.

- this Guarantee shall continue to be in force notwithstanding the discharge of the CONTRACTOR/CONSULTANT by operation of law and shall cease only on payment of the full amount by the GUARANTOR to the COMPANY of the amount hereby secured and on the claim of the COMPANY against the CONTRACTOR/CONSULTANT in respect of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order being satisfied.

- this Guarantee shall be in addition to and not in substitution for any other Guarantee or security from the CONTRACTOR/CONSULTANT to be given to the COMPANY in respect of the said Letter of Award/Rate Contract /Purchase Order/Contract/Work Order.

2. The Guarantee herein contained shall remain in full force and effect till discharged by the COMPANY or upto _____ whichever is earlier and the GUARANTOR undertake not to revoke this Guarantee during its currency except with previous consent of the COMPANY in writing.

3. Notwithstanding anything contained herein:

- our liability under this bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only);

- this bank Guarantee shall be valid upto _____ and

4. we are liable to pay the Guaranteed amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or demand on or before _____. If a claim has been received by us on or before the said date, all the rights of the COMPANY under this Guarantee shall be valid and shall not cease until the claim has been satisfied.

5. All Claims of the COMPANY (beneficiary) against this Guarantee, shall be remitted by the(GUARANTOR) to the following account of the COMPANY only through electronic transfer of funds, unless otherwise specifically communicated by the COMPANY:

- 1) Beneficiary Account Name: Sun Petrochemicals Private Limited
- 2) Bank Name: ICICI Bank Limited
- 3) Bank Account Number.: 054405007002
- 4) IFSC Code: ICIC0000544

IN WITNESS WHEREOF the _____ (please specify the name of the Bank), through its authorized officer/constituted attorney, has executed these presents as of the day and year first above written.

SIGNED AND DELIVERED FOR AND ON BEHALF OF _____ (Name of the Bank).

PLACE:

DATE:

Address:

IN PRESENCE OF:

1.

2.

ANNEXURE – II

BID BOND FORMAT

TO: Sun Petrochemicals Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at at 8th,9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT (hereinafter referred to as “Company”).

Mumbai –, India. (hereinafter referred to as “Company”).

WHEREAS:

.....(hereinafter referred to as “Tenderer”) has submitted a proposal dated
.....(“hereinafter referred to as Proposal”) against TENDER NO.:

_____ dated
_____ for _____ (hereinafter referred to as the “Tender”).

NOW, THEREFORE,

(1) In response to the request made by the Tenderer, we (Name of Banker/Insurer :)
_____ (hereinafter called the “Guarantor”) hereby irrevocably and unconditionally guarantee the sum of Indian Rupees _____/- (INR _____ for Indian Bidders) and US \$ _____ United States Dollars _____ only – for Foreign Bidders) in Favor of Company, if Tenderer fails to perform its obligations as set forth below:

- (i) The Tenderer agrees to keep the Proposal open for acceptance by Company during the period of validity (150 days from the Closing Date) specified in the Tender.
- (ii) The Tenderer, having been notified of acceptance of its Proposal by Company during the period of Tender validity:
 - (a) Fails or refuses to execute the agreed Contract, if required; or
 - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
 - (c) Seeks Variation or modification of Proposal, modifications to the agreed terms and conditions
 - (d) Tries to influence Company on bid evaluation, bid comparison or Contract award decision.

The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any constitution or protest by the Tenderer or any other third party.

- (2) Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to time, or to postpone any time any of the Contract were exercisable by Company against the said Tenderer and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the Tenderer by Company or any indulgence by Company to the said Tenderer or by any such matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Contract made between the Tenderer and Company with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Tenderer or by any change in name or constitution of Company or the Tenderer.
- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Tenderer.

- (5) This Guarantee shall not be revoked during its currency and shall remain in effect for One Hundred and fifty (150) days from the Tender Closing Date.
- (6) This Guarantee shall be governed and construed in accordance with the laws of India and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the High Court of Mumbai.

IN WITNESS whereof this Guarantee has been duly executed by GUARANTOR the _____ day of _____ for and on behalf of (_____)

Name : _____
 Designation : _____
 Banker's Seal : _____
 Address : _____

NOTE :

1. Bid bond required as Tender Security deposit /Earnest money

It is a condition precedent to the acceptance of any Tender by the Company that the Tenderer shall provide a Bid Bond by means of a Bank Guarantee for an amount stated in the Invitation to Tender in the prescribed format and valid for a period of 150 days from the Closing Date. The Tender may be disqualified in the absence of a Bid Bond in the prescribed format. In providing such a Bid Bond the bank shall also undertake to issue the Performance Bank Guarantee as required by Company in the event that the Tender is accepted.

2. Conditions for Invoking of Bid Bond Guarantee

The following conditions would also lead to the invoking of Bid Bond Guarantee:

- a) If the Tender is withdrawn during the validity period or any extension thereof.
- b) If the Tender is varied or modified in a manner not acceptable to Company during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by Company and prior to signing of the Contract.
- c) If the successful Tenderer is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
- d) If the successful Tenderer fails to furnish Performance Bank Guarantee within 10 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Tenderer to influence Company on bid evaluation, bid comparison or Contract award decision.

The formats for any of the Bank Guarantees shall not be changed except for any minor variations that the Bank may require. Failure to comply with this requirement may entail disqualification of the Tender.

ANNEXURE – III

EXCEPTION / DEVIATION / CONDITIONS PROFORMA

Any and all exceptions/deviations/conditions to the terms and conditions of Tender No.

- 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 cognisance of any exception/deviation/condition (if any) indicated elsewhere except in this proforma.

Tender No. -

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? ** (Yes / No)	Effect on Commencement Date

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

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency: _____

ANNEXURE -IV

CUT-OUT SLIPS FOR TECHNICAL & UNPRICED COMMERCIAL BID

DO NOT OPEN - THIS IS A TENDER QUOTATION

(TECHNICAL & UN-PRICED COMMERCIAL BID)

Client: SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name : _____

Bid Due Date : _____

From: To:

(Bidder's Details)	Head-Supply Chain Management SUN PETROCHEMICALS PVT. LTD. 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Email: dheeraj.paroch@sunpetro.com
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CUT-OUT SLIPS FOR PRICED OFFER

DO NOT OPEN - THIS IS A TENDER QUOTATION

(PRICED COMMERCIAL BID)

Client : Sun Petrochemicals Private Limited

Tender No. : _____

Project Name: _____

Bid Due Date : _____

From: _____

To: _____

(Bidder's Details)	Head-Supply Chain Management SUN PETROCHEMICALS PVT. LTD. 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Email: dheeraj.paroch@sunpetro.com
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ANNEXURE -VI

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)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____

Project Name : _____

Bid Due Date : _____

From: _____ **To:** _____

Bidder's Details)	Head-Supply Chain Management SUN PETROCHEMICALS PVT. LTD. 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Powai, Mumbai - 400 072, Maharashtra, BHARAT. Tel: +91 22 69325300, + 91 22 28470484 Email: dheeraj.paroch@sunpetro.com
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TO BE OPENED BY ADDRESSEE ONLY

ANNEXURE -VII

LIST OF APPROVED BANKS

Guarantee issued from following banks will be accepted as PBG/SD/EMD/BID BOND

1. All Nationalised Banks including Public Sector Banks-IDBI Ltd
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
 - I. Kotak Mahindra Bank
 - II. Yes Bank
 - III. RBL Bank (The Ratnakar Bank Ltd)
 - IV. IndusInd Bank
 - V. Karur Vysya Bank
 - VI. DCB Bank
 - VII. Federal Bank
 - VIII. South Indian Bank

END OF TENDER DOCUMENT