

**Ref:** JPOCL/Helium Survey/001/2011

**Date:** 29.11.2011

Dear Sir,

**Sub:** Enquiry for Generation of Helium Survey Maps for Blocks IX, X and XIB, Georgia.

We invite offer from experience and capable bidders for Generation of Helium Maps for various structures in Block IX, X & IXB in Georgia.

The detailed Scope of Work are given in Annexure-I.  
(enclosed herewith).

The last date for submission of your offer is 09.12.2011.

Your offer should clearly specify the following:

- (i) Price for the Survey,
- (ii) Completion Period for the Services,
- (iii) Deliverables,
- (iv) Payment Terms,
- (v) Validity of Offer.

The detailed Standard terms and conditions for the are enclosed in Annexure-II

The offer should be valid for minimum 90 days from 09.12.2011.

The offer shall be addressed to Mr. R. Neog, Consultant (Contracts & Procurement) at the following address:

"Jindal Petroleum Operating Company" LLC  
Apt. 15, 5th Floor, Bldg No. 57,  
Iosebidze Str., Saburtalo

The offers must be delivered to following address:

**Kind attn:** Mr. R. Neog  
“ Jindal Petroleum Limited”  
3<sup>rd</sup> Floor, DCM Building, Plot No. 94,  
Sector-32, Gurgaon – 122001,  
Haryana, Indi

## SCOPE OF WORK

### HELIUM SURVEY OF PRODUCING FIELDS IN BLOCK-XIB, GEORGIA

#### **1.0 Objective of Study:**

- 1.1 To generate Helium Survey maps in (i) Sartichala and (ii) Krtsanisi areas in Block XIB in Georgia.

#### **2.0 Description of the area and basin:**

The geological details and generalized Stratigraphy of the Basin is given in Para 4.0.

- 2.1 The area is having average ground level height of about 700m above mean sea level (MSL) in Sartichala area and about 400m above MSL in Krtsanisi area. There are expected to be several near surface / subsurface velocity anomalies. Depth of the pay zones also vary aerially.
- 2.2 3D vibroseis seismic data of 388 sq km was evaluated and integrated interpretation of all available geo-scientific data was performed by RPS Energy, UK. On the basis of oil and gas production scenario and available well log data of the drilled wells, Middle Eocene reservoir is proved as primary producer whereas Upper Eocene as the secondary target for the study areas.

#### **3.0 Scope of Work:**

- Review and screening of available G&G data.
- Surface Helium Survey in 100\*100 meter grid in 6 sq km area in Sartichala and 4 sq km area in Krtsanisi.
- Preparation of maps of Helium content in surface and sub-soil in 1:4000 scale.
- Detailed survey of discovered anomalies in 25\*25 meter grid.
- Preparation of maps of Helium content in surface and sub-soil in 1:2000 scale.
- Preparation of map of prospects for oil and gas presence in reservoirs with enhanced permeability.
- Generation of locations for new well drilling.

### **D) Coordinates of Sartichala area for Helium Survey:**

UTM Zone 38 North (42E - 48E Longitude); Datum: WGS 1984 –

Northing (Y)	Easting (X)	Latitude	Longitude
4617975.34	516618.33	41°42'48.237"	45°11'59.164"
4617723.29	516384.85	41°42'40.082"	45°11'49.035"
4617594.62	516249.54	41°42'35.92"	45°11'43.167"
4617373.52	516028.45	41°42'28.766"	45°11'33.579"
4617213.89	515862.63	41°42'23.602"	45°11'26.388"
4617053.82	515696.81	41°42'18.424"	45°11'19.198"
4616912.77	515451.40	41°42'13.867"	45°11'8.566"
4616759.33	515205.54	41°42'8.909"	45°10'57.914"
4616605.89	514990.64	41°42'3.948"	45°10'48.602"
4616464.39	514775.73	41°41'59.375"	45°10'39.291"
4616587.32	514659.00	41°42'3.369"	45°10'34.251"
4616648.78	514499.37	41°42'5.372"	45°10'27.35"
4616685.48	514223.00	41°42'6.58"	45°10'15.395"
4616599.70	513897.55	41°42'3.819"	45°10'1.307"
4616507.28	513584.48	41°42'0.842"	45°9'47.753"
4616433.88	513326.24	41°41'58.478"	45°9'36.574"
4616396.73	513117.53	41°41'57.285"	45°9'27.541"
4616716.43	513093.21	41°42'7.653"	45°9'26.514"
4617342.57	512994.60	41°42'27.962"	45°9'22.297"
4617471.69	513179.00	41°42'32.138"	45°9'30.286"
4617606.56	513314.31	41°42'36.503"	45°9'36.152"
4617754.25	513344.82	41°42'41.29"	45°9'37.485"
4617999.66	513363.39	41°42'49.247"	45°9'38.308"
4618147.35	513351.01	41°42'54.036"	45°9'37.784"
4618233.14	513344.82	41°42'56.818"	45°9'37.523"
4618368.44	513240.46	41°43'1.212"	45°9'33.018"
4618448.04	513179.00	41°43'3.797"	45°9'30.364"
4618583.35	513154.23	41°43'8.186"	45°9'29.303"
4618613.86	513166.62	41°43'9.174"	45°9'29.842"
4618681.51	513215.70	41°43'11.365"	45°9'31.971"
4618761.55	513308.12	41°43'13.955"	45°9'35.977"
4618804.44	513393.90	41°43'15.34"	45°9'39.694"
4618890.23	513449.17	41°43'18.119"	45°9'42.093"
4619129.89	513485.87	41°43'25.887"	45°9'43.701"
4619221.87	513565.91	41°43'28.865"	45°9'47.172"
4619289.52	513664.08	41°43'31.052"	45°9'51.427"
4619246.63	513829.90	41°43'29.651"	45°9'58.601"

4619166.59	514008.10	41°43'27.045"	45°10'6.307"
4619123.70	514192.49	41°43'25.642"	45°10'14.284"
4619117.51	514370.25	41°43'25.43"	45°10'21.977"
4619037.47	514573.21	41°43'22.822"	45°10'30.755"
4618828.76	514689.95	41°43'16.046"	45°10'35.789"
4618607.67	514781.92	41°43'8.871"	45°10'39.75"
4618460.42	514972.51	41°43'4.084"	45°10'47.985"
4618319.36	515340.85	41°42'59.485"	45°11'3.913"
4618214.56	515530.99	41°42'56.073"	45°11'12.132"
4618079.70	515770.65	41°42'51.683"	45°11'22.491"
4617975.34	515893.58	41°42'48.29"	45°11'27.801"
4617962.96	516114.68	41°42'47.873"	45°11'37.367"
4618012.04	516298.63	41°42'49.451"	45°11'45.333"
4617993.47	516532.10	41°42'48.831"	45°11'55.434"
4617975.34	516618.33	41°42'48.237"	45°11'59.164"

**II) Coordinates of Krtsanisi area for Helium Survey:**

UTM Zone 38 North (42E - 48E Longitude); Datum: WGS 1984 –

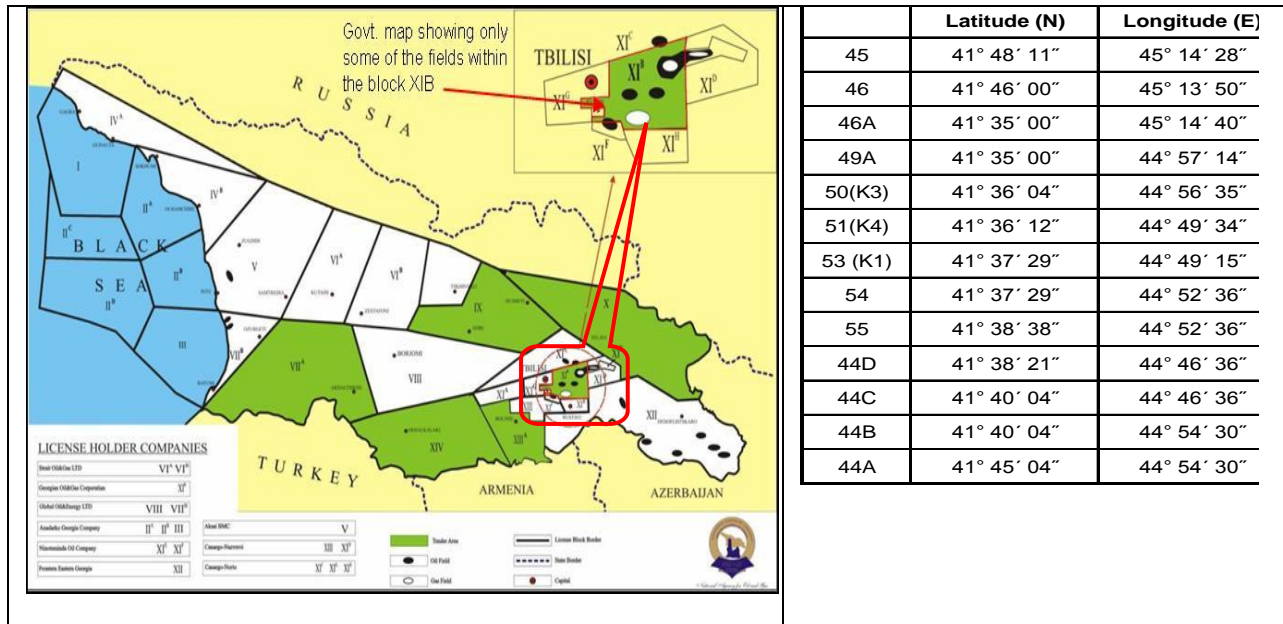
Northing (Y)	Easting (X)	Latitude	Longitude
4606655	485030	41° 36' 41.28"	44° 49' 13.19"
4607780	486760	41° 37' 17.87"	44° 50' 27.85"
4607270	488666	41° 37' 01.44"	44° 51' 50.25"
4605985	488233	41° 36' 19.75"	44° 51' 31.63"
4606366	485150	41° 36' 31.92"	44° 49' 18.40"

*N.B: Area specified for the survey is liable to modify by plus or minus 20 percent during data acquisition.*

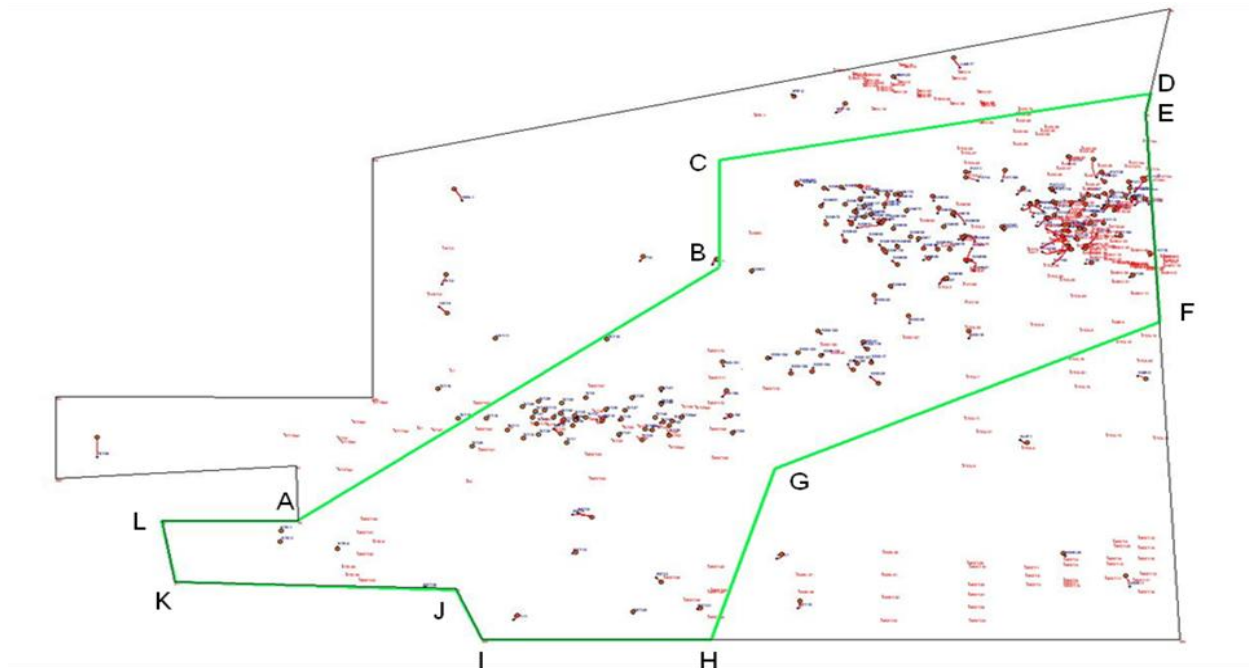
**4.0 Area and Geology Details of Block XIB**

**4.1 Location of the Block**

Block XIB covering an area of 636.0 sq. km, located in the Eastern part of Georgia is as shown below:



**Fig 1. Detail Map of Block XII**



Area	Approx. Quantum (Sq. km surface 3D)	LVL survey	Zone of interest (actual depth in mtrs)	Boundary Coordinates		Logistics	
				Easting	Northing		
<b>Block XIB, Georgia</b>	<b>388</b>	<b>At Every Sq. km</b>	<b>Teleti (0-2600) W. Teleti W.Rustavi SSD- (100-3000) Samgori- (1200-3500) &amp; Paterdzeuli (1100-3000)</b>	<b>A</b>	8489772	4610044	<b>Area is easily approachable (Avg. ground elevation 700m)</b>
				<b>B</b>	8504394	4619986	
				<b>C</b>	8504344	4624130	
				<b>D</b>	8519386	4626733	
				<b>E</b>	8519172	4625828	
				<b>F</b>	8519682	4617932	
				<b>G</b>	8506258	4612168	
				<b>H</b>	8504086	4605507	
				<b>I</b>	8496155	4605440	
				<b>J</b>	8495253	4607415	
				<b>K</b>	8485504	4607675	
				<b>L</b>	8485069	4610052	

## 4.2 Geology of the Block

Oil and Gas Exploration in Georgia has been carried out for more than 40 years till date. The Republic of Georgia lies within the Alpine-Himalayan fold belt system. Major Tectonic systems in Georgia are:

- The central system of uplift of the Big Caucasus anticlinorium
- Folded system of the Big Caucasus south bank
- Georgian intermountain zone of subsidence
- Folded system of the Small Caucasus (Anticaucasus)








The Block-XIB area falls in the Kura part of the Rioni-Kura intermountain trough. The Adjara-Trialeti fold-belt lies to the west and southwest of the area.

The discovery of oil in Mid Eocene reservoir of Samgori Field during 70's had created a history in the E & P sector in Georgia and this led to further discoveries like Paterdzeuli, Samgori South Dome, Teleti etc. Till date Samgori Oil Field is the only largest producer of Block XIB. Almost all the wells had been drilled on the structures based on the surface geological study only. In due course of time 2D seismic surveys were conducted in various parts of the block. Those 2D seismic surveys were conducted during 80s, 90s and for the last time in 2001.

2001 seismic were with an objective to explore the saddle part between the Samgori & Paterdzeuli oil field and the South-eastern part of the block. This seismic survey revealed prominent structures in the southern boundary of the Samgori-Paterdzeuli oil field as well as in the unexplored southeastern part of the block.

The data quality of the older seismic surveys is not very much encouraging except 2001 seismic. It was required to conduct 3D seismic survey at least over the discovered & producing structures for the proper delineation of these structures.

In the past most of the wells had been drilled mainly based on the surface geological features and in due course of time structures had been delineated with the help of expanding well data base. Considering this it is utmost important to delineate the structures properly by using modern technologies. As a part of this Company has started to carry out 3D Seismic Data acquisition over the existing structures to help in delineating the structures in precise manner and also to understand the present status of OWC in the producing fields and hydrocarbon distribution as well as firming out new development & step-out exploratory wells for existing structures and exploratory wells on newly discovered structures (if discovered).

Lithologic-Stratigraphic Summary Column of XIB Block				
Sediment Age		Lithological Column	Thickness	Brief description of Sediments
Lower Miocene	Maikop Series		100-300	Noncarbonate Clays, Sandstones
Oligocene			1000-1500	Alternation of noncarbonate Clays & Sandstones
Eocene	Upper		800-1400	Alternation of Sandstones & clays with Conglomerate interlayers; Shaly clays in the base
	Middle		400-600	Volcanogenic sedimentary formations
	Lower		1000-1500	Terrigenous flysch sediments Alternation of Sandstones, clays marls
Paleocene			200-300	Marls, Argillites, Limestones
Upper Cretaceous	Turonian-Danian		>600	Limestones & Marls; Volcanogenic in lower part

**Fig 2. General Stratigraphy of Block XIB**

**HELIUM SURVEY OF OKAMI STRUCTURE, BLOCK-IX, GEORGIA**

**1.0 Objective of Study:**

1.1 To generate Helium Survey maps of in Okami structure of Georgia Block-IX

**2.0 Description of the area and basin:**

The geological details and generalized Stratigraphy of the Basin is given in para 4.0

- 2.1 The area is having average ground level height of about 600-800 m above mean sea level (MSL) in Okami area. There are expected to be several near surface / subsurface velocity anomalies. Multilayer pay zones are expected.
- 2.1 965 LKM of various old vintage and 453 lkm of newly acquired (by JPL) 2D seismic data for the block IX area have been evaluated by Fugro-Robertson and JPL in house team. This data is also being evaluated by Geokinetics at present.
- 2.3 Based on the drilled well history of the area and interpretation of seismic data, few structures have been identified and among them Okami is tentatively primarily targeted.

### 3.0 Scope of Work:

- Review and screening of available G&G data.
- Surface Helium Survey in 100\*100 meter grid in appr. 7 sq km area in Okami.
- Preparation of maps of Helium content in surface and sub-soil in 1:4000 scale.
- Detailed survey of discovered anomalies in 25\*25 meter grid.
- Preparation of maps of Helium content in surface and sub-soil in 1:2000 scale.
- Preparation of map of prospects for oil and gas presence in reservoirs with enhanced permeability.
- Generation of locations for new well drilling.

### III) Approximate Coordinates of Okami area in Block IX for Helium Survey:

A – 41°59'29.15" N, 44°25'0.35" E

B – 41°59'17.01" N, 44°27'55.84"E

C – 41°58'30.64" N, 44°28'31.06" E

D – 41°57'39.14" N, 44°28'42.01" E

E - 41°58'40.19" N, 44°25'52.94" E

*Please note that the position and area are based on initial evaluation and till now tentative.*

## 4.0 Area and Geology Details of Block IX

### 4.1 Location of the Block

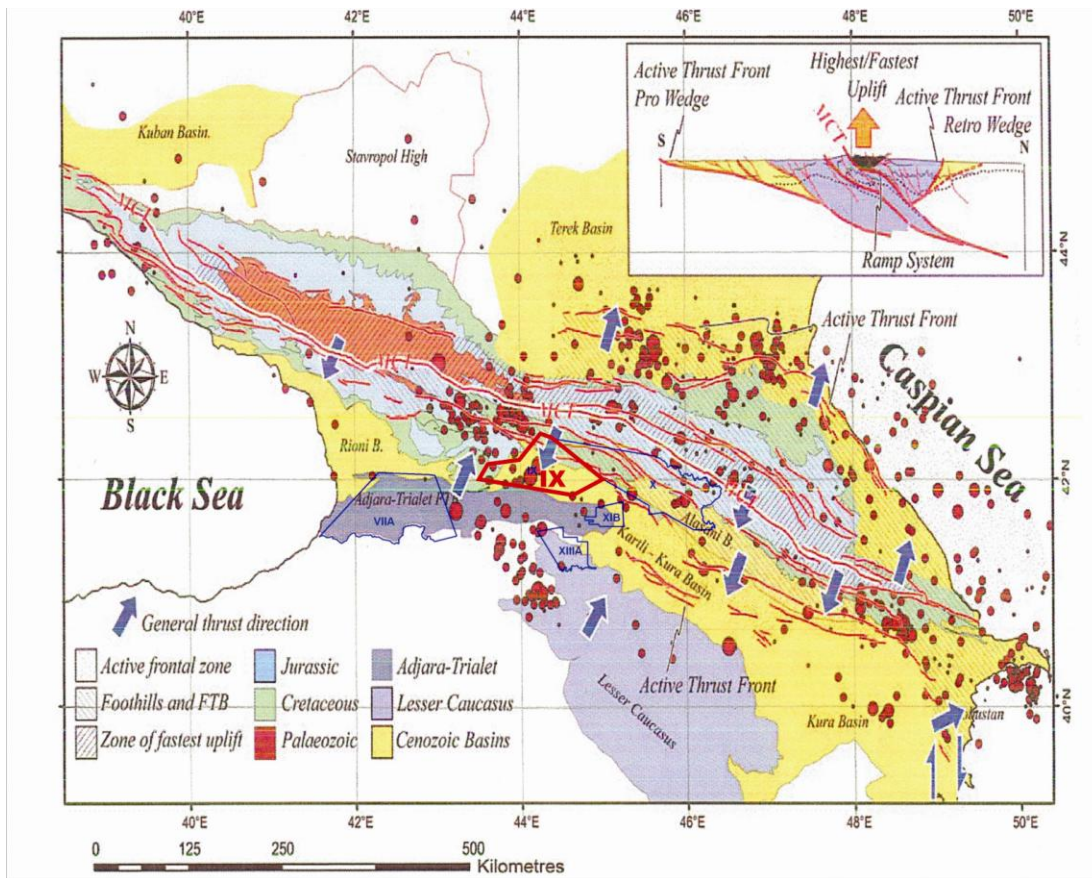
Total area of License Block IX, located within Georgian territory equals 3872 km<sup>2</sup>. The territory is under the administration of Khashuri, Kareli, Gori, Akhlagori, Kaspi, Dusheti, Mtsketa and Tianeti regions.

Geomorphologically the most part of the Block is presented by Shida Kartli Plain and altitude varies between 500-800 meters from the sea level. The western part of the Block comprises Surami Ridge and Imereti Uplift (maximum height is 1400-1500m). In the north there are the endings of southern ridges of the Great Caucasus Range. This part of the Block is highly mountainous having very complicated terrain with the altitude ranging between 2500-3000m. The south part is represented by the northern slopes of the Trialeti Ridge.

The river Kura flows to the sub-latitude direction i.e. from the West to the East, which with its right and left tributaries creates the hydrographical net of the Area. The territory is densely

populated.

Geologically Block IX is a part of Kartli basin.



*Position of Block IX in Georgian geological perspective*

#### 4.2 Geology of the Block

Block IX is part of the Kartli Basin. In general the basement of the Kartli Basin dips from West to East. This is a present day feature resulting due to presence of Dzirula Massif, in the West of block where basement is exposed. As per the seismic data few smaller sub basins are present within the main Kartli basin and their configuration, dip and extent has changed with time.

The general dip of Cretaceous is towards East, following the dip of basement. The horizon also rises towards South in Central and Eastern part of the basin because of presence of Achara Trialeti Ridge in South of the block. The horizon shows a dominant reflection pattern throughout the block area (except for the westernmost part of block) which makes it easy to correlate and also indicates a marked change in lithology and depositional pattern. The thickness of this horizon remains more or less similar throughout the block area which is indicative of a homogeneous depositional environment during this period.

The general dip of Eocene Formation is also towards East, following the dip of basement. It rises towards South in Central and Eastern part of the basin because of presence of Achara Trialeti Ridge in South of the block. This horizon follows Near Upper Cretaceous Top horizon to a great

extent. The Eocenes are thin in the central and eastern part of the block area and are very thick in the western part of the area i.e. Breti, Vaka, Mokhisi and Khasuri area. This indicates that during the Eocene period the main basinal part was the western part of the block.

The general dip Maikop (Oligocene + Lower Miocene) horizon is also similar to the Upper Eocene horizon. It rises towards South in Central and Eastern part of the basin because of presence of Achara Trialeti Ridge in South of the block. This horizon follows Near Upper

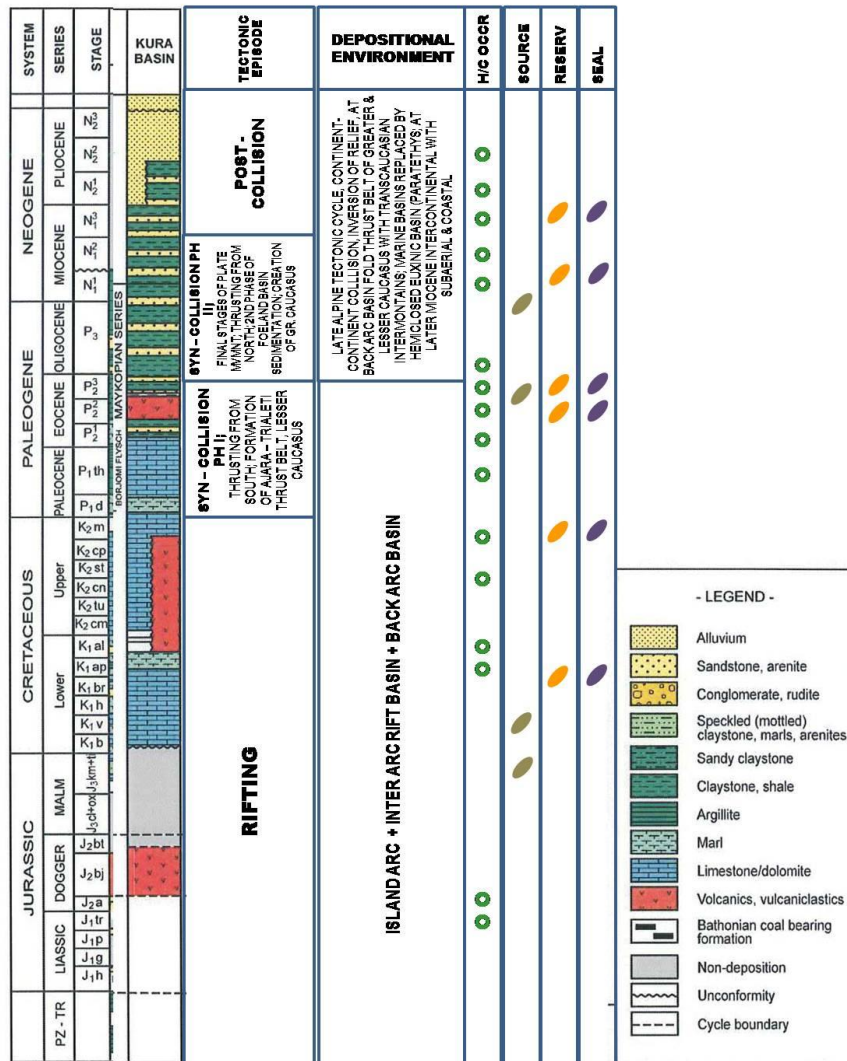


FIG. 10.3: TECTONO-STRATIGRAPHIC COLUMN

account, 3000ms is the near oil window. It is very clear from the study that the sourcing in all the levels, i.e. Mesozoic, Eocene and Mykop level are in the eastern part of the block. This is indicative that the prospects in the eastern part of the block are having preferential oil accumulation while expectation of gas will be more towards west, in Vaka - Mokheshi area.

Cretaceous Top horizon to a great extent. The Eocenes are thin in the central and Northern part of the block area and are very thick in the Western, Eastern and Southern part of the area i.e. Breti, Vaka, Mokhisi, Khasuri, Metekhi and Kavtishkhevi area. This indicates that during the Maikop period also the main basinal part was the Western, Eastern and Southern part of the block.

#### 4.1.1 Prospects

Several stratigraphic prospects could be identified in three mapped levels i.e. Upper Cretaceous, Upper Eocene and Maikop. All most all the prospects identified are fault bounded. A large structure Okami is found in the eastern part of the block having distinct closure in all the mapped levels. Source pod identification has been attempted, taking into

## **HELIUM SURVEY OF BLOCK-X, GEORGIA**

### **1.0 Objective of Study:**

1.1 To generate Helium Survey maps of a structure of Georgia Block-IX

### **2.0 Description of the area and basin:**

The geological details and generalized Stratigraphy of the Basin is given in para 4.0.

2.1 The area is having average ground level height of about 900-1600 m above mean sea level (MSL) in the target area for He-survey. There are expected to be several near surface / subsurface velocity anomalies. Multilayer pay zones are expected.

2.1 327 LKM of 2D seismic have been newly acquired (by JPL) 2D seismic data for the block X area which will be evaluated.

2.3 Based on the drilled well history and interpretation of available geophysical and geological data, few structures have been identified tentatively. The interpretation of newly acquired seismic will validate or newly decide the target structures.

### **3.0 Scope of Work:**

- Review and screening of available G&G data.
- Surface Helium Survey in 100\*100 meter grid in apprx. 9 sq km area near Telavi.
- Preparation of maps of Helium content in surface and sub-soil in 1:4000 scale.
- Detailed survey of discovered anomalies in 25\*25 meter grid.
- Preparation of maps of Helium content in surface and sub-soil in 1:2000 scale.
- Preparation of map of prospects for oil and gas presence in reservoirs with enhanced permeability.
- Generation of locations for new well drilling.

### **IV) Approximate Coordinates for Helium Survey Block X:**

A – 41°53'50.25" N, 45°19'07.98"E

B – 41°54'47.18" N, 45°22'17.53"E

C – 41°53'34.99" N, 45°24'34.99" E

D – 41°53'24.75" N, 45°21'14.55" E

*Please note that the position and area is based on initial evaluation, tentative and subject to change.*

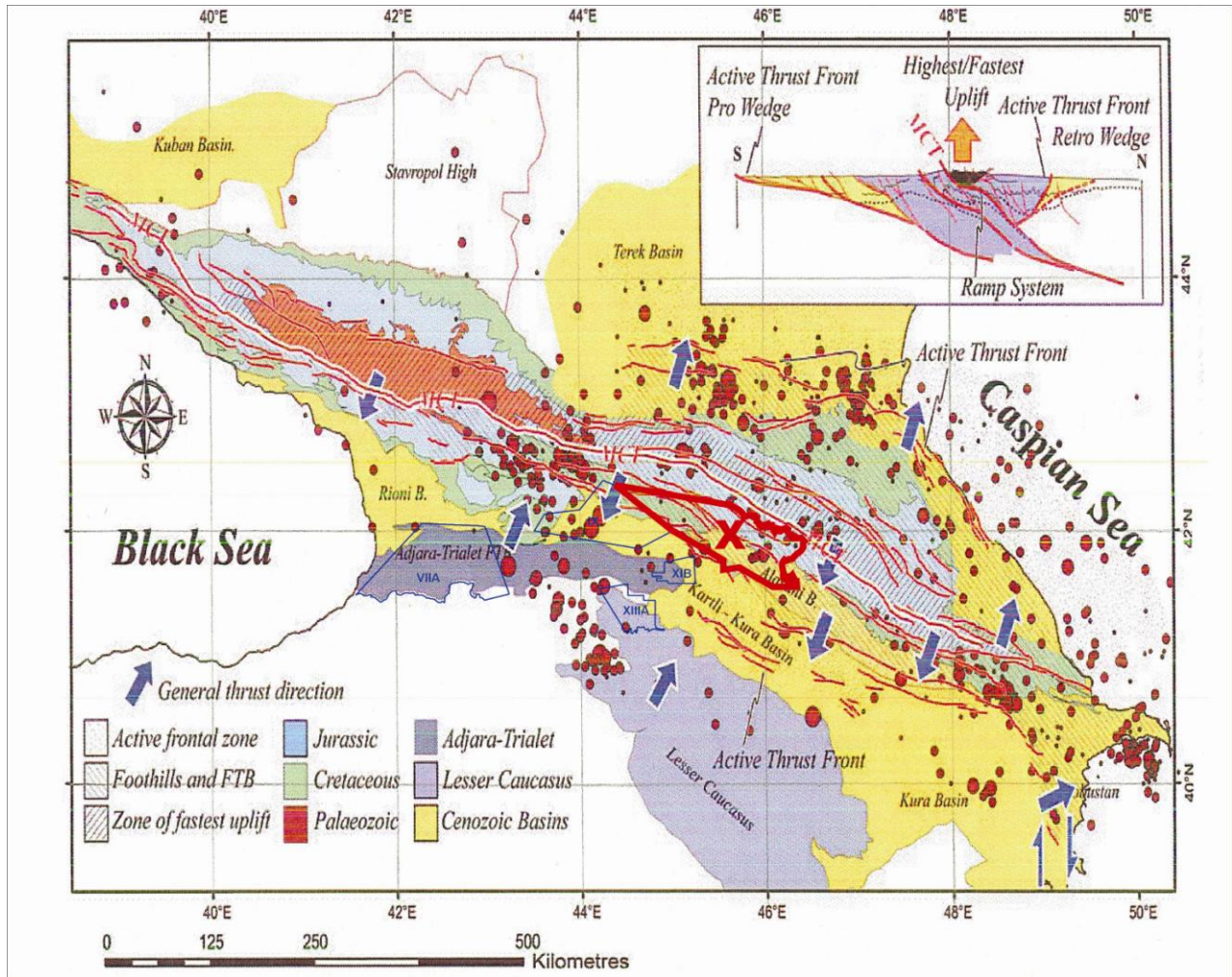
## **4.0 Area and Geology Details of Block X**

### **4.1 Location of the Block**

The area of the block is 5880km<sup>2</sup>. The territory of the Block is located in the basins of the following rivers: the Alazani (Sagarejo, Tianeti), the Aragvi (Dusheti), and the Ksani (Akhlagori); 72% of this area belongs to lower part of the River Alazani.

The entire territory of X block comprises the settlements, tracts of forests and bushes, vineyards, fields and reservoirs.

Geologically Block X is in Alazani piggy back basin

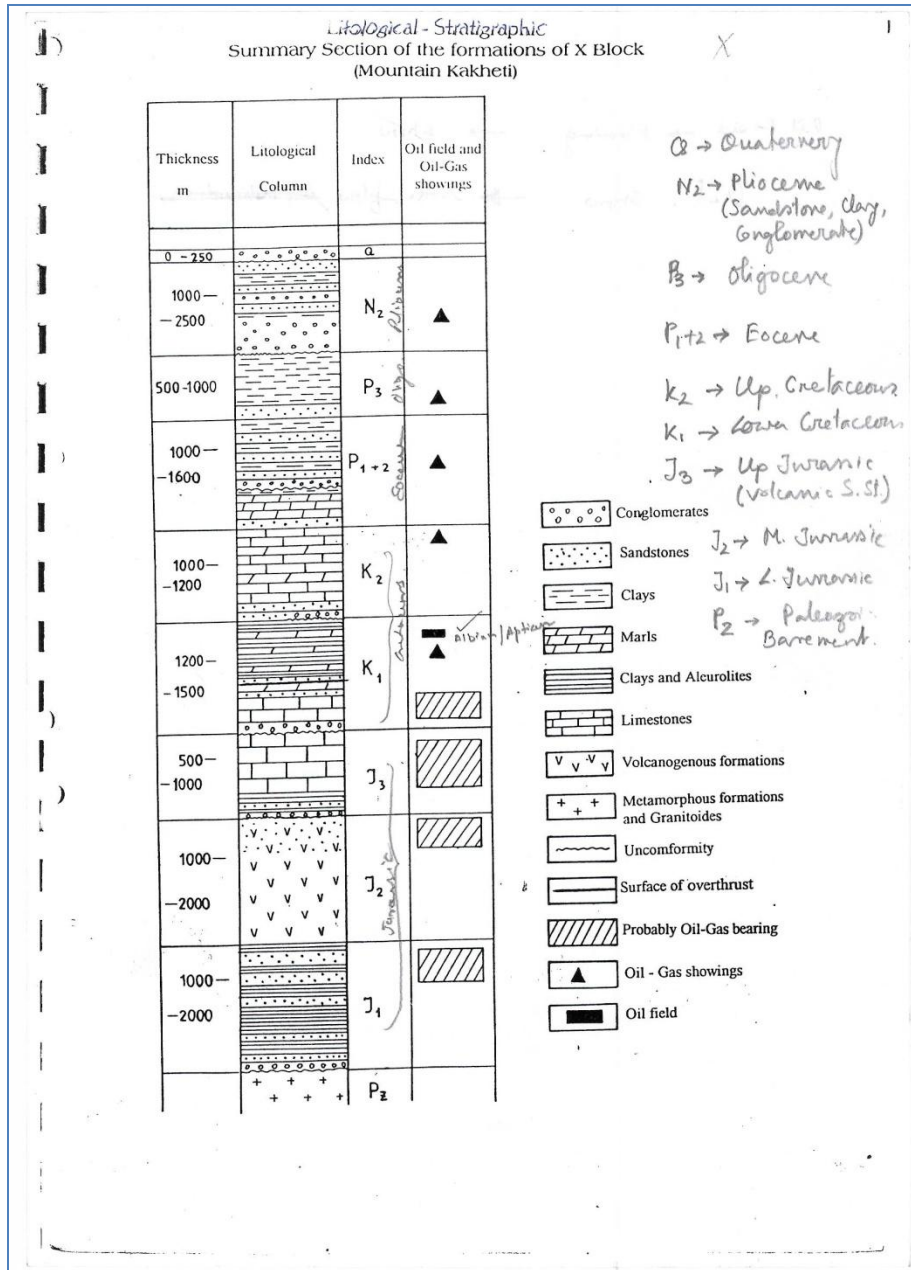


Position of Block X in Georgian geological perspective

## 4.2 Geology of the Block

Block X is located in the most northeasterly region Georgia bordering Azerbaijan. The area includes foothills of the Caucasus range, which are cut with ridges and valleys, and portions of the Alazani Depression, a sloping and slightly one-sided plain.

Block X covers portions of the northern part of the southeast belt of the southern fold slope of Greater Caucasus system, and is characterized a complicated tectonic structure, flysch and Mesozoic sediments of various sedimentary complexes. The block represents a zone of overthrust distribution.



Evidences of oil are spread throughout the Block X area from almost all horizons from the Late Cretaceous to Upper Pliocene. Oil evidence in Cretaceous sediments, Pliocene and Neogene are apparent in fractures and seeps. The thrust and fold belt is represented by thrust fold succession. Within the allochthon structure sub-isoclinal folds have been developed in Mesozoic sediments. Wells have revealed Alazani series complexes under Alazani Depression sediments. The Alazani series transgressively overlaps Jurassic and Cretaceous sediments. Lithological structure represents succession of conglomerates and clays. Quaternary sediments in the Alazani Depression are presented by alluvial,

prolluvial and delluvial sediments.

Cretaceous and Lower Jurassic sediments appear to be present the best prospects for oil and gas exploration within Block X.

#### 4.2.1 Hydrocarbon Prospects

Numerous oil and gas shows are observed within the Block X, belonging to almost all horizons, from Cretaceous to upper Pliocene. In Cretaceous, Paleogene and Neogene age sediments Oil is encountered in the rock bed joints in the free form. Oil layer flows with water and forms oil pools. Availability of the area is proved by numerous shows of oil and gas, from structural and exploratory wells.

**Deliverables:**

1. Maps of Helium content in surface and sub-soil of 100\*100 meter grid in 1:4000 scale.
2. Maps of Helium content in surface and sub-soil in 25\*25 meter grid 1:2000 scale.
3. Map of prospects for oil and gas presence in reservoirs with enhanced permeability.
4. Locations for drilling of new wells in the structure.
5. Hard copy of the report as well as in .doc, .xls, .jpg and .pdf file in CD/DVD containing output (maps, profiles, figures, tables etc. on all the studies done as per scope given.

## Terms and Conditions

### **1.0 DEFINITION**

In the Terms and Conditions mentioned below, unless the context otherwise stipulates, the following words and phrases shall have the following meaning:

- a) "**Company**" or "**JPOCL**" shall mean "Jindal Petroleum Operating Company" LLC;
- b) "**Contractor**" shall mean the individual or firm or body incorporated that will perform the Work under Enquiry
- c) "**Contract**" shall mean the Contract that would be entered between JPOCL and the Contractor for performance of Services;
- d) "**Work**" shall mean Generation of Helium Survey Maps including all the activities and services to be performed and rendered by Contractor under the Contract.

**1.1** Unless otherwise specified by Company, any reference to time period shall be deemed to be based on calendar days.

**1.3** All correspondence, documentation, and discussion with respect to the following Work are to be in the English Language.

### **2.0 COMPLETION TIME**

**2.1** The Completion period for all the areas in different blocks is as follows:

- (i) Sartichala Area in Block XIB: Within 30 days from date do LOI/FOI
- (i) Krtsanisi Area in Block XIB: Within 60 days from date do LOI/FOI
- (i) Okami Area in Block IX: Within 90 days from date do LOI/FOI
- (i) Telavi Area in Block X: Within 120 days from date do LOI/FOI

**2.2** Within the above mentioned stipulated completion time, the prescribed Deliverables to be submitted.

### **3.0 PRICING**

**3.1** The Price(s) shall be deemed to include and cover all costs, expenses, taxes, and liabilities of every description and all risks of every kind to be taken in executing the Work by the Contractor. The Contractor shall be deemed to have known the nature, scope, design, type, magnitude and the extent of the Work and materials, equipment, manpower, any other resources required, although the Contract may not fully and precisely furnish them but required for the execution of the Work. The Contractor shall make such provision in the Prices as it may consider necessary to cover the cost of such items of Work and materials as may be necessary to complete the Work. The generality of the foregoing shall not be limited in any way whether or not it is expressly stated that the Contractor shall do or perform Work or supply articles or perform services at its own cost or without additional payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Price.

**3.2** Contractor agrees that the price(s) stated in Contract shall be firm and not subject to price adjustment or escalation (on any account whatsoever), throughout the duration of Contract. Further, no escalation/overrun compensation shall be paid for extended duration of Contract.

**3.3** Notwithstanding with clause 2.1, the Price specified in the Contract are inclusive of all taxes and duties.

**3.4** Under no circumstances, Company shall be liable to pay to Contractor any amount more than the Contract Price.

#### **4.0 INVOICING/BILLING INSTRUCTIONS**

**4.1** Contractor shall raise Invoices/bills after successful completion of Work:

**4.2** Invoices/ bills shall be made out to Company to and delivered in original to the following address:

"JINDAL PETROLEUM OPERATING COMPANY" LLC  
Apt. 15, 5<sup>th</sup> Floor, Bldg No. 57,  
Iosebidge Str., Saburtalo Region/4  
Tbilisi, Georgia

Copy of Invoices/ bills shall be delivered at the following address:

JINDAL PETROLEUM LIMITED  
3<sup>rd</sup> Floor, DCM Building,  
Plot No. 94, Sector 32,  
Gurgaon 122001  
Haryana, India

**Kind Attn:** Mr. Pradeep Mehta, Sr. DGM (F&A)

Tel: +91-124-6689168, +91-9958803178

**4.3** All the invoices/bills shall bear the Contract number, description of services, Block number i.e. Block IX, X & XIB.

#### **5.0 TAXES & DUTIES**

**5.1** Price(s) specified in the offer are inclusive of all taxes and duties.

**5.2** Company shall not be responsible for Contractor's Personnel's Income Taxes and Corporate Taxes levied in any country under any of the applicable laws.

**5.3** Contractor confirms that all applicable laws, directives, ordinances, statutes, rules, regulations, orders, decrees, taxes, duties, levies in effect on date of the Contract are considered in its prices specified in the Contract.

#### **6.0 MODE OF MEASUREMENT**

Measurement of the Work, for purpose of payment, shall be done as per the standard engineering practice and/ or as directed by Company.

#### **7.0 PAYMENT SCHEDULE**

**7.1** Payment shall be made within 30 days after receipt of invoices/ bills.

**7.2** Payment would be made on per unit basis for the actual quantum of Work carried by the Contractor.

## **8.0 ORDER OF PRECEDENCE**

The Contract is intended to be interpreted as a consistent and compatible whole. If, however an unintentional ambiguity or conflict is discovered to exist between separate provisions contained herein, Company and Contractor agree to resolve such conflicts by application of the commercial order of precedence shown below.

1. Any amendments to the Contract
2. Contract

## **9.0 RESPONSIBILITY**

**9.1** Contractor certifies that it is properly licensed, equipped, organized and financed to carry out the Work.

**9.2** Contractor shall act as an independent Contractor and not as an agent of Company in performing the Work and maintaining complete control and responsibility over its employees.

## **10.0 GENERAL**

Contractor shall abide by all the prevailing statutory Government laws and will strictly follow the regulations laid down by such statutory authorities. Company shall not be responsible for any default there under by the Contractor.

## **11.0 GOVERNING LAW**

The Contract shall be governed by and construed in accordance with the laws of India, both substantive and procedural and the Courts of Delhi, India shall have the exclusive jurisdiction on the subject matter of the Contract.

## **12.0 GOVERNING LANGUAGE**

The governing language for the Contract is English. All documents and all correspondence and communications are to be carried out in and documented in English. Contract is to be construed and interpreted in accordance with the English Language.

## **13.0 RISK PURCHASE**

Company, reserves the right to hire the services from another contractor/supplier at the cost and risk of the Contractor, either the whole or part of the Work which the Contractor has failed to complete within the Completion Period mentioned in Article 4.0 of this Annexure. Contractor shall be liable for any loss that Company may sustain by reason of such Risk Purchase. Company reserves the right to cancel the Contract in full or part, if performance with respect to quality and delivery is unsatisfactory; and Company shall have the right to enter into contract with other parties against such cancellations of Contract against this Risk Purchase clause.

## **14.0 FALL CLAUSE**

If the Contractor reduces its price(s) or provide service(s) or even offers to provide services, following conditions of sale similar to those of Contract with Jindal, at a price(s) lower than the Contract Price to any person or organizations during the currency of the Contract, the Contract Price will be automatically reduced to the reduced price(s) and Contract shall be amended accordingly.

## **15.0 ARBITRATION**

**15.1** Any dispute, difference, question or disagreement arising out of or connected with the Contract, prior to final acceptance, which cannot be amicably resolved, shall be finally settled by arbitration in accordance with the provisions of The Indian Arbitration and Conciliation Act, 1996. Each Party to the dispute shall appoint one arbitrator and the arbitrators so appointed shall appoint a third arbitrator who will act as Presiding Arbitrator.

**15.2** The venue of arbitration shall be Delhi, India and the language to be used in the arbitration proceedings shall be English.

**15.3** The fees of the arbitrators shall be borne by the Parties nominating them and the fee of the Presiding Arbitrator costs and other expenses incidental to the arbitration shall be equally borne by the Parties.

## **16.0 ASSIGNMENT**

Contractor shall not assign/subcontract, in part or whole, directly or indirectly, any part of Work hereunder without obtaining the prior written consent of Company.

## **17.0 WARRANTIES**

**17.1** Contractor warrants that it shall perform the Work in a first class, workman like professional manner and that the Work shall be performed in accordance with the highest quality, efficiency and current state-of-the-art oil industry practices and in conformity with all specifications and standards, and guidance which Company may, from time to time, furnish to Contractor.

**17.2** If Company discovers at any time during the term of the Contract or within 2 (two) months after termination/ completion of the Contract that the Work does not conform to the foregoing warranty, Contractor shall, after receipt of notice from Company, promptly perform any and all corrective work required to make the Services conform to the Warranty. Such corrective work shall be performed by the Contractor at its own expense. Company, at its opinion may have such remedial work performed by others and charge the cost thereof to Contractor. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

**17.3** The rights and remedies of Company provided herein are in addition on any other rights and remedies provided by law or in equity or otherwise.

## **18.0 PERFORMANCE SECURITY**

Within 10 days from the date of signing and acceptance of Contract by the Contractor, the Contractor shall furnish the performance security in the form of an irrevocable and unconditional Performance Bank Guarantee (PBG) equivalent to 10% of the Contract Price from any Nationalized scheduled bank or first class international bank or in any other form acceptable to Company. The performance bank guarantee shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract. Validity of the performance bank guarantee should be up to 90 days from the completion date of the Work.

## **19.0 LIQUIDATED DAMAGES**

**19.1** In case, Contractor fails to complete the Work within the Completion period mentioned in clause 2 of the terms and condition, a sum equivalent to 0.5% (half percent) of Contract Price for every week's delay or part thereof, subject to a maximum of 5% (five percent) of Contract Price will be deducted from the Invoice(s) value.

**19.2** The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/ breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.

**19.3** All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of Company shall be final and binding.

## **20.0 TERMINATION**

### **20.1 Immediate Termination**

Company may at its sole discretion terminate this Contract by giving notice effective immediately if at any time:

- (i) the Contractor breach of any terms of the Contract; or
- (ii) the Contractor become charged with any criminal offence which is in the reasonable opinion of the Company brings Company or any of its affiliates into disrepute; or
- (iii) the Contractor become bankrupt, goes into liquidation or makes a composition or arrangement with creditors generally, or takes advantage of any statute for relief of insolvent debtors; or
- (iv) the Contractor becomes incompetent in the performance of its duties under the Contract; or
- (v) the Contractor become continually or significantly absent or neglectful of his duties under the Contract; or the Parties execute another agreement.

In case of termination of Contract under this clause 19.1, Company reserves the right to provoke the PBG.

### **20.2 Not to prejudice rights**

Termination of the Contract will not prejudice any rights or remedies already accrued to any Party under, or in respect of any breach of, the Contract.

**20.3** The Contract shall automatically expire on the completion of Work by Contractor.

**20.4** Title to materials or partially completed Work whose costs are included in the final payment made by Company, shall pass to Company and Company shall advise Contractor what disposition shall be made of such work.

## **21.0 CONFIDENTIALITY**

The Contractor (or his sub-contractors, if any) shall during the tenure of Contract and at any time thereafter shall maintain in the strictest confidence all information but not limited to geological, geophysical and seismological information relating to the Work and shall not, unless so authorized by Company divulge or grant access to any information about the work and its results and shall prevent anyone from becoming acquainted with them, either through Contractor, its personnel or its agents.

## **22.0 INDEMNITY**

**22.1** Contractor shall indemnify, defend and hold Company harmless from and against any claims, loss, liability, costs and expenses (including reasonable attorneys' fees) for personal injury to Contractor's personnel or damage to Contractor's property arising out of Work.

**22.2** Contractor's liability for any breach of these terms and conditions or otherwise arising hereunder shall not exceed the amount paid/ to be paid for the Work.

### **23.0 NO WAIVER**

**23.1** No term or condition shall be deemed waived/amended unless such waiver/amendment is mutually agreed to by both the Parties and is executed in writing by the duly authorised agents or representatives of the Parties.

No waiver by any Party of any one or more obligations or defaults by any other Party in the performance of the Contract shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.

### **24.0 SEVERABILITY**

Any provision of the Contract, which is or becomes illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate the remaining provisions.

### **25.0 HEADINGS**

All paragraph headings are purely for convenience only and shall not be taken into account in interpreting the terms and conditions of the Contract.

### **26.0 SAFETY**

**26.1** Contractor shall adhere to safe practices as required by law and Company, and guard against hazardous and unsafe working conditions. Any costs incurred in complying with this para shall be borne and paid by the Contractor.

**26.2** Contractor's scope shall include following of all safety regulations as required by law.

### **27.0 NOTICES**

**27.1** All instructions, notifications, agreements, authorizations, approvals or acknowledgements given by Company or Contractor to the other Party shall be in writing in English which shall take the form of a letter, fax addressed to the other Party at its address specified in clause

**27.2.** The date of any notice shall be the date it is first received at the office of the addressee.

#### **27.3 Company's address:**

"Jindal Petroleum Operating Company" LLC

C/o Jindal Petroleum Limited

3<sup>rd</sup> Floor, DCM Building,

Plot No 94, Sector- 32,

Gurgaon -122001, Haryana, INDIA

**Kind Attn:** Mr. Vipul Singh Rawat, Assistant Manager

**Tel:** +91-124-6689258, +91-9654956915

**E-mail:** [vipul.rawat@jindalpetroleum.com](mailto:vipul.rawat@jindalpetroleum.com)

**Contractor's address:** \_\_\_\_\_

**Kind Attn:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_