



**Ref:** JPLL/Petrophysical Analysis Software/001/2011

**Date:** 21.12.2011

Dear Sir,

**Sub:** Enquiry for Petrophysical Analysis Software

We invite offer for Petrophysical Analysis Software in relation to our upcoming in our oil & gas exploration & production activities.

The detailed functions of the required Petrophysical Analysis Software are specified as Annexure-1 (enclosed herewith).

The last date for submission of your offer is 31.12.2011.

A formal Purchase Order will be placed on the successful bidder for providing the Petrophysical Analysis Software. The terms & conditions of the Purchase Order is mentioned in Annexure-2.

The offer should be valid for minimum 90 days from 31.12.2011.

The bidder shall quote separate prices for Petrophysical Analysis Software, Installation of Petrophysical Analysis Software and Training of Petrophysical Analysis Software in their offer. The offer shall be send to undersigned at the following address:

Jindal Petroleum Limited  
3<sup>rd</sup> Floor, DCM Building  
Plot No. 94, Sector 32  
Gurgaon 122001  
Harayana, INDIA

Your offer should reach us at the above address by 1700 HRS (IST) on 31.12.2011.

Thanking You.

Yours sincerely,

Vipul Singh Rawat  
Assistant Manager  
"Jindal Petroleum Operating Company" LLC  
Tel: +91-124-6689258  
E-mail: [vipul.rawat@jindalpetroleum.com](mailto:vipul.rawat@jindalpetroleum.com)

**Encl:** Annexure-1: Basic Functions of Petrophysical Analysis Software  
Annexure-2: Terms & Conditions  
Annexure-3: Format for Performance Bank Guarantee

**Basic Functions of Petrophysical Analysis Software**

1. It should be Windows environment and PC based and user friendly.
2. Data loader should support following data formats:
  - ASCII
  - LAS/ LBS
  - LIS
  - DLIS
3. It should have a full range of versatile data reviewer and interactive data editors.
4. The Petrophysical Analysis Software must include following modules:
  - It should be capable of standard (basic) Petrophysical Analysis for interpretation of single well, multi-zone and multi-well analysis including log-plots, cross-plots, base maps, and histograms. It should be flexible in approach in most effective manner.
  - Multi-mineral/ complex lithology analysis; probabilistic solver interpretation module.
  - Monte Carlo analysis: to evaluate the errors in Petrophysical analysis and do the sensitivity analysis
  - Rock Physics module
  - Saturation height module
  - Statistical analysis module
  - Thin bed analysis module
  - Eastern European log data analysis module
  - Image log: for processing and interpretation of any wire-line image log
  - Synthetic curve generator

## Terms & Conditions

### **1.0 DEFINITION**

In this Purchase Order, including the attached Schedules, unless the context otherwise stipulates, the following words and phrases shall have the following meaning:

- a) **"Company"** or **"JPLL"** shall mean "Jindal Petroleum Limited;
- b) **"Contractor"** shall mean the individual or firm or body incorporated performing the Work under this Purchase Order;
- c) **"Delivery Period"** shall mean the delivery period for Goods;
- d) **"Goods"** shall mean the Petrophysical Analysis Software;
- e) **"Purchase Order"** shall mean this purchase order no. xxx dated xxx for supply of Goods;
- f) **"Purchase Order Price"** shall mean the total amount calculated under the Purchase Order based on the rates shown in above table for the full and proper performance of Work ;
- g) **"Work"** shall mean supply of Goods including all the activities and services to be performed and rendered by Contractor;

**1.1** None of the documents or information herein before mentioned shall be used by Contractor for any purpose other than for the Purchase Order.

**1.2** 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 Purchase Order and the Work are to be in the English Language.

**1.4** Company and Contractor shall hereinafter individually be known as "Party" and collectively as "Parties".

### **2.0 PRICING**

**2.1** 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 Purchase Order 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 they perform Work 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 Prices.

**2.2** Contractor agrees that the price(s) stated in Purchase Order shall be firm and not subject to price adjustment or escalation (on any account whatsoever), throughout the duration of Purchase



Order. Further, no escalation/overrun compensation shall be paid for extended duration of Purchase Order.

**2.3** The Price(s) specified in the Purchase Order are inclusive of delivery of Goods.

### **3.0 EFFECTIVE DATE**

The Purchase Order shall become effective from the date on which Company issues the the Purchase Order to Contractor. Such date of notification shall be the Effective Date of the Purchase Order

### **4.0 DELIVERY SCHEDULE**

**4.1** The completion time for Work under the Purchase Order shall be 15 days from the Effective Date of the Purchase Order.

**4.2** The Goods shall be delivered at the following address:

Jindal Petroleum Limited  
3rd Floor, DCM Building,  
Plot No. 94, Sector 32,  
Gurgaon 122001  
Haryana, INDIA

### **5.0 INVOICING/BILLING INSTRUCTIONS**

**5.1** Contractor shall raise Invoices/ bills after successful completion of Work.

**5.2** Invoices/ bills (in triplicate) shall be made out to Company and delivered in originals at the following address:

Jindal Petroleum Limited  
3rd Floor, DCM Building,  
Plot No. 94, Sector 32,  
Gurgaon 122001  
Haryana, India

All the invoices/bills shall bear the Purchase Order number, name of the Goods, Technical Specifications for the Goods and bank account details for remittance of money.

**5.3** All Invoices/ bills shall be supported by all relevant documents like shipment details etc.

### **6.0 TAXES & DUTIES**

**6.1** The Prices specified in the Purchase Order are inclusive of all applicable taxes and duties.

**6.2** 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.

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

## **7.0 MODE OF MEASUREMENT**

Measurement of the Goods as mentioned in the Purchase Order, for purpose of payment, shall be done as per the standard engineering practice and/ or as directed by Company.

## **8.0 PAYMENT SCHEDULE**

**8.1** Payment will be made by Company to Contractor within 30 days after receipt of correct and acceptable Invoices/ bills by Company.

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

## **9.0 ORDER OF PRECEDENCE**

The Purchase Order 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 Purchase Order
2. Purchase Order

## **10.0 RESPONSIBILITY**

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

**10.2** 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 RESPONSIBILITY**

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

**10.2** 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.

## **11.0 GENERAL**

**11.1** 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.

## **12.0 GOVERNING LAW**

**12.1** This Purchase Order 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 this Purchase Order.

## **13.0 GOVERNING LANGUAGE**

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

#### **14.0 ARBITRATION**

**14.1** Any dispute, difference, question or disagreement arising out of or connected with the Work Order, 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.

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

**14.3** 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.

#### **15.0 ASSIGNMENT**

**15.1** 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.

#### **16.0 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 Delivery Schedule mentioned in Article 4.0 of this Purchase Order. The Contractor shall be liable for any loss that Company may sustain by reason of such Risk Purchase. Company reserves the right to cancel the Purchase Order 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 Purchase Order against this Risk Purchase clause.

#### **17.0 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 this Purchase Order, at a price(s) lower than the Purchase Order Price to any person or organizations during the currency of this Purchase Order, the Purchase Order Price will be automatically reduced to the reduced price(s) and Purchase Order shall be amended accordingly.

#### **18.0 WARRANTIES**

Contractor hereby assumes full and complete responsibility for the performances of Work hereunder

**18.1** Contractor warrants and guarantees that the Goods will be as per standard certifications and recommendations.

**18.2** Contractor warrants and guarantees that the Goods will be new and unused.

**18.3** Contractor warrants and guarantees that the Work including Goods shall be free of any defects and faults and shall be in accordance with the provisions of this Purchase Order and shall be performed with due diligence and efficiency and in a good and workman like manner under best industry ethics.

**18.4** All Work rendered by Contractor shall comply with and shall be in accordance with Good Industry Practice and with sound principles and practices employed by leading international software providers. Contractor assumes responsibility for the performance of the Work in accordance with applicable codes and recognized professional standards of good engineering practice.

**18.5** Contractor covenants and guarantees that all the Work performed are complete and correct in all respects. If during the discharge, any of the information or design supplied by the Contractor is found to be incomplete or incorrect by Company, it will be completed or, as the case may be, corrected by Contractor without additional charge to Company.

**18.6** If any Work done prove to be deficient in that they fail to meet the codes and/or standards set forth above, or any information proves to be incomplete or incorrect then Contractor agrees to perform or re-perform its Work as necessary to remedy the defect without any cost to Company.

## **19.0 LIQUIDATED DAMAGES**

**19.1** In case, Contractor fails to complete the Work within the Delivery Schedule mentioned in clause 4.1 of this Purchase Order, a sum equivalent to 0.5% (half percent) of Purchase Order Price for every week's delay or part thereof, subject to a maximum of 5% (five percent) of Purchase Order 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 PERFORMANCE SECURITY**

Within 10 days from the date of signing and acceptance of Purchase Order 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 Purchase Order 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 fulfil its obligations under the Purchase Order.

Format for PBG is enclosed as Annexure-3.

## **21.0 TERMINATION**

### **21.1 Immediate Termination**

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

- (i) the Contractor breach of any terms of this Purchase Order; 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 this Purchase Order; or
- (v) the Contractor become continually or significantly absent or neglectful of his duties under this Purchase Order; or the Parties execute another agreement.

In case of termination of Purchase Order under this clause 21.1, Company reserves the right to provoke the PBG.

#### **21.2 Not to prejudice rights**

Termination of this Purchase Order will not prejudice any rights or remedies already accrued to any Party under, or in respect of any breach of, this Purchase Order.

**21.3** This Purchase Order shall automatically expire on the completion of Work by Contractor.

**21.4** 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.

#### **22.0 CONFIDENTIALITY**

The Contractor (or his sub-contractors, if any) shall during the tenure of Purchase Order 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.

#### **23.0 INDEMNITY**

**23.1** 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.

**23.2** 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.

#### **24.0 NO WAIVER**

**24.1** 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 Purchase Order shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.

#### **25.0 SEVERABILITY**



**25.1** Any provision of this Purchase Order, 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.

## **26.0 HEADINGS**

**26.1** All paragraph headings are purely for convenience only and shall not be taken into account in interpreting the terms and conditions of this Purchase Order.

## **27.0 SAFETY**

**27.1** 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.

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

## **28.0 NOTICES**

**28.1** 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, e-mail addressed to the other Party at its address specified in clause 28.2. The date of any notice shall be the date it is first received at the office of the addressee.

### **28.2 Company's address:**

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

**Mobile:** +91-9654956915;

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

### **Contractor's address:**

XXX

**Kind Attn:** xxx

**Tel:** xxx;

**E-mail:** xxxx



**FORMAT FOR PERFORMANCE BANK GUARANTEE**

(Should be in the name of issuing bank)

Bank Guarantee No.:

Date:

**Jindal Petroleum Limited**

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

Plot No. 94, Sector 32

Gurgaon 122001

Haryana, INDIA

Dear Sirs,

In consideration of **Jindal Petroleum Limited** having its registered office at Jindal Centre, 12, Bhikaiji Cama Place, New Delhi 1100066, India (hereinafter referred to as ‘the JPLL’ or ‘Company’, which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) and having entered into Purchase Order No. .... dated ..... valued at **US\$..... (in figure)** for ..... (**Scope of Work**) (hereinafter called ‘Purchase Order’, which expression shall include all the amendments thereto) with M/s. \_\_\_\_\_, having its Head/registered office at ..... (hereinafter referred to as ‘Contractor’, which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) and the Purchase Order having been unequivocally accepted by the Contractor and agreed to furnish to the JPLL, a Performance Guarantee for the faithful performance of the entire Purchase Order to the extent of **US\$ .....**

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_(in words) \_\_\_\_\_, such amount being payable in the types and proportions of currencies in which the Purchase Order Price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand in accordance to the Contractor’s liabilities assumed under the Purchase Order.

We further agree that no change or addition to or other modification of the terms of the Purchase Order or the Work to be performed there under or of any of the Purchase Order documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee and we hereby waive notice of such change, addition or modification.



Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to US\$ ..... in aggregate and it shall remain in full force upto and including ..... (Indicate the date of expiry of Bank Guarantee calculated at forty five (45) days after successful execution of the Purchase Order’) unless extended further. Any claim under this guarantee must be received by us before the expiry of this guarantee.

The Bank confirms that this Guarantee has been issued in conformity of the applicable laws of the country. We also agree that, this guarantee shall be governed by and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts.

**SIGNATURE AND SEAL OF THE GUARANTORS** \_\_\_\_\_  
(Designation with Bank Stamp)

**Name of Bank** \_\_\_\_\_  
**Address** \_\_\_\_\_

**Date** .....  
**Place** \_\_\_\_\_