OIL INDIA LIMITED KG BASIN PROJECT <u>KAKINADA</u>

AMENDMENT No. 9 Dated 14.08.2023 To TENDER No. CEG2786P23

1.0 This amendment is issued to notify the following modifications / additions to the prospective bidders:

SI.	Doc. No.	Doc. Heading /	Cl. / Sub Cl. /	Existing Paragraph / Line	tion / To be read as / Addition
No.		Title	Para no.	/ Phrase / Word	
1	Special Conditions of Contract	Completion	76.3 / 76.3.1/76.3.2 /76.3.3	Existing clauses stand deleted	Revised clauses of 76.3 / 76.3.1 /76.3.2/76.3.3 attached
2	Special conditions of contract	Liquidity damages	76.4/ 76.4 (i) a) b) c) d) e) Notes, (ii)	Existing clauses stand deleted	Revised clauses of 76.4 / 76.4 (i) a) b) c) d) e) , Notes, 76.4 (ii) attached
3	Amendment no 6 dated 01- 07-23	1.2	Points 1,2,3,4,5,6,7, 8,9,10,11 & 12	All the points 1-12 under 1.2 stand deleted	Bidder to follow the revised clauses of 76.3 and its sub clauses and 76.4 and its sub clauses as provided in this Amendment -09
4	Appendix A6 – Performa of price schedule	Option 1 , Option 2 Price schedule	Total	Bidder to note that in the revised time schedule there are no options and hence option 1 & 2 stands deleted	Bidder to provide price as per Appendix A6 in line with the revised time schedule as brought in clause 76.3 and its sub clauses as per Amendment-09. Only one price bid is to be submitted
5	Scope of work of Instrument Doc: 5153-COMN-IN-L- 2002-Rev C1	SOW of Instrument	New clause 2.9 is added	Under section 2.0, add after 2.8, the new section 2.9 – ICV controls	The ICV service Provider (other Contractor) shall supply the following, 1. Smart Completion Controller Unit with Surface Acquisition Unit (SAU) 2. Down hole pressure and temperature gauges with Surface Acquisition Unit (SAU) 3. The Cabinet housing with the smart well completion controllers and SAUs

					4. Hydraulic Power Unit (HPU) for ICVs controls
					Well Head platform Contractor scope for ICV controls:
					Production wells are designed for multi-zone "smart" completions, with down-hole ICVs incorporated into the lower completion design. The Wellhead Platform Contractor shall include the following for ICV Controls,
					Assist during Installation of Smart Completion Controller with Surface Acquisition Unit (SAU), IP-65 rated cabinet in RTU Room, by ICV service provider.
					Both Contractor (Well Head & ICV service provider) to Establish the Modbus RS485 communication between Smart Well Completion System with Surface Acquisition Unit (SAU) and Platform PLC based RTU System
					Supply of above Modbus RS485 communication cables and required accessories.
					4. To provide 24V DC feeder to ICV contractor
					Required configuration in Offshore PLC based RTU system and Onshore OPC Server
6	Scope of work of Instrument	SOW of Instrument	New clause 2.10 is added	Under section 2.0, add after 2.9, the new section 2.10 – Down Hole	The Wellhead Platform Contractor shall include the following for Down hole Chemical injection Package,
	Doc: 5153-COMN-IN-L- 2002-Rev C1			Chemical package	Assist in Installation of Chemical injection package (to be supplied by Drilling contractor) and hook-up instrument gas supply.
					Assist in Hook-up pump discharge chemical injection tubing with X-mass tree.
					Assist in lay instrument cables from CI package to PLC based RTU system.
					Required configuration in Offshore PLC based RTU system and Onshore OPC Server.

7	Doc:5153 –COMN-ME-L- 2002 Rev C1	Scope of work of Mechanical Equipment packages and associated works	New Bullet Point	Section 3.1 – add bullet point after last existing point	Supply and delivery of down hole Chemical injection package is not in well platform Contractor scope and it is scope of supply of other contractor To assist in Installation of Chemical injection package (supply by other contractor)
8	Doc: 5153-COMN-PP-L- 2002 Rev C1	Scope of work of Piping	New Point J to be added	Section 6.0	To assist in installation of Chemical injection package (Supply by other Contractor) and hook up to Instrument gas supply

Attachments					
S. No.	File No / Doc No	File Title/ Description			
1	Revised SCC Clauses	Revised clauses and sub clauses of 76.3 & 76.4			

2.0 Prospective Bidders are advised to prepare and submit their bids considering the above within the current deadline i.e. 23.08.2023. All other terms and conditions of the Tender remain unchanged. Bidders are requested to submit their offer considering the above amendments / notifications.

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76.3 Completion

76.3.1 The scheduled completion dates for works pertaining to all facilities described in the bidding documents shall be as under: -

Sl.no	Activities (East Part & West part)	Completion Dates
1	Completion of Well Head Platform Jackets and Topsides Installation	Latest by 30 th April 2025
2	Completion of Offshore & Onshore Pipelines Laying & tie-in with respective platforms at offshore end and with respective process terminal at onshore, including testing & commissioning	, and the second
3	Start-up and PGTR completion of Platforms, Facilities & Pipelines	Latest by 31st March 2026

Note: OIL shall issue the LOA such that at least 17 complete months are given to the Contractor for completion of installation of Jackets & Topsides latest by 30.04.2025.

The bidder shall develop a detailed project schedule to accomplish above completion date and submit it along with their offer. Bidder shall strictly follow the above completion timelines as the drilling campaign will start from May 2025.

- 76.3.2 Contractor agrees that time shall be the essence of the Contract and subject to any requirement(s) in the Contract Specifications as to the time of completion of any part(s)/ stages of activity (ies) of the Works before completion of the whole of the Works, the whole of the Works shall be completed within the Scheduled Completion date as mentioned above or the extended date (as may be extended as per provisions of the Contract) of completion of the Works.
- 76.3.3 Notwithstanding the above provisions, the Company reserves in itself the right, if the exigencies of the project under consideration so required, to phase out the completion of any part of the Works by mutual agreement.

76.4 Liquidated Damages (LD)

Time is the essence of the contract. If the Contractor fails to complete the entire specified Work by the scheduled completion Date as brought out as per clause 76.3.1, OIL may without prejudice to any other right or remedy available to it as under the Contract or Law:

- (i) Recover from the Contractor as ascertained and agreed liquidated damages and not by way of penalty:
 - a) In case of delay in submission of planning package from the stipulated completion date (Cl no. 76.9.1) a sum equivalent to ½% (half percent) of the total contract price per week subject

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to a maximum of 7.5% of the total contract price shall be levied as LD.

- b) In case of delay in completion of both Well Head Platform jackets and Topsides installation, a sum equivalent to ½% (half percent) of the total contract price of respective Well Head Platform jacket and topside for each week of delay occurred or part thereof beyond the scheduled completion date, i.e., 30-04-2025 for East and West Platforms, subject to a maximum of 7.5 % of the total Contract Price of respective Well Head Platform, arrived on the basis of weight factors provided in Appendix-A6 (Price Schedule), even though Company may accept the delay in completion after the expiry of the Scheduled Completion Date for Well Head Platform(s).
- c) In case of delay in completion of Offshore & Onshore Pipelines installation, tie-in, testing & commissioning for both East and West part of the block, a sum equivalent to ½% (half percent) of the total contract price of respective Pipeline segment (Offshore & Onshore) for each week of delay occurred or part thereof beyond the scheduled completion date, i.e., 31-01-2026 for East and West Platforms, subject to a maximum of 7.5 % of the total Contract Price of respective Pipelines, arrived on the basis of weight factors provided in Appendix-A6 (Price Schedule), even though Company may accept the delay in completion after the expiry of the Scheduled Completion Date for Pipeline(s).
- d) In case of delay in PGTR completion of the project, a sum equivalent to ½% (half percent) of the total contract price for each week of delay occurred or part thereof beyond the scheduled completion date of 31-03-2026 for East and West platforms, subject to a maximum of 7.5% of the total Contract Price of balance activities excluding a) and b) above, arrived on the basis of weight factors provided in Appendix-A-6 (Price Schedule), even though Company may accept the delay in completion after the expiry of the Scheduled Completion Date for balance activities.
- e) However, if Contractor has completed any activity within the Scheduled Completion Date and the said activity is accepted by Company, then in that event, Liquidated Damages shall be leviable only on the Contract Price for the balance activities remaining incomplete, as per weight factors provided in Appendix-10 (Milestone Payment Formula), as on the Scheduled Completion Date.

Notes:

- Notwithstanding the forgoing, the Maximum Liquidated Damages for a), b) c), (d) and e) shall not exceed 7.5% (Seven and half percent) of the contract price.
- The cost for respective items shall be derived from Appendix A-

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6 to the Price Schedule for the purpose of estimation of applicable LD.

AND / OR

(ii) Terminate the Contract or a portion or part of the Work thereof. Company shall give 15 days' notice to the contractor of its intention to terminate the Contract and shall so terminate the contract unless during the 15 days' notice period, the Contractor initiates remedial action acceptable to OIL.

In case the Contractor is unable to complete the work by the schedule completion date, the Contractor may request OIL before expiry of the scheduled completion date, to allow further time for performance of the contract indicating its willingness to pay the LD amount as agreed at (i) above. OIL may at its discretion allow further time as requested by the Contractor.

The parties agree that the amount of LD provided herein is a genuine pre-estimate of the loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount shall be payable on demand without there being any proof of the actual loss or damage caused by such delay / breach.