



Notice Inviting Offer for Production Enhancement Operations in Marginal Nomination Fields

S. No.	Contents	Page No.
•	Announcement	2
•	Details of the Contract Areas on Offer	2
•	Biddable Terms	2
•	Bid Qualification Criteria	2
•	Technical Qualification Criteria	4
•	Bid Rejection Criteria	5
•	Bid Evaluation Criteria	5
•	Scope of Work	7
•	Notification of Award and Mobilization Activities	9
•	Availability of Data/Information	10
•	Bid Submission Date and Pre-bid Conference	11
•	Documents to be Submitted	12
•	Other terms and conditions	13

- **Announcement**
- OIL intends to enhance the production from the marginal nomination fields by infusion of new technology and expertise and has invited interested companies to bid to undertake the operations to enhance the production of 05 onshore contract areas comprising of producing oil and gas fields/structures with O+OEG in-place volume of about 12.24 MMSKLOE. Eligible companies, either alone or in consortium or joint ventures, may bid for one or more contract areas. Requisite qualifying technical and financial criteria are mentioned in this document. The bidders are required to fulfil the requisite technical and financial criteria. Bids would be evaluated on the basis of committed incremental production and the revenue share bid.
- The Tender documents for submission of bids can be downloaded against e-**Tender/RFx No. CDG9906P22** from OIL'S e-procurement portal <https://etender.srm.oilindia.in>. The general details of tender can be viewed at RFX Parameters under "RFx information" tab of the bid invitation (RFx). All the bidders have access to online help document which is available on login which may be used for understanding the process for participating in this e-procurement tender.
- The bidders can quote for individual contract areas. The evaluation of bids and award of contract shall be done contract area wise.

- Details of the Contract Areas on Offer**

Sl	Asset	Contract Area No.	Fields	OIIP (MMSKL)	GIIP (BCM)	O+OEG in place (MMSKL)
1	Rajasthan	OIL/MNF/2022/CA-1	Bagitibba	-----	0.512	0.512
2	Assam	OIL/MNF/2022/CA-2	Bordubi	2.6687	1.974	4.6427
3	Assam	OIL/MNF/2022/CA-3	Uriamguri	0.298	0.010	0.308
4	Assam	OIL/MNF/2022/CA-4	Tarajan	2.0254	0.935	2.9604
5	Assam	OIL/MNF/2022/CA-5	Rajgarh	3.142	0.673	3.815

- Biddable Terms**

- Companies would be required to bid for

No.	Parameter
1	Year-wise Incremental production profile during Contract Period i.e. 15 years <i>(to be quoted separately for oil and gas in format as per Annexure 1(Z)).</i>
2	The percentage share of the “Revenue” realised from the sale of incremental production of hydrocarbon (i.e. crude oil, condensate and natural gas) that the contractor would share with OIL <i>(to be quoted in format as per Annexure 1(AA)).</i>

- The incremental production profile shall be the production in excess of the baseline production mentioned in this Bid Document for each of the five Contract Areas (refer to the Annexure 2(A) for the Baseline Production). The Baseline Production (duly vetted by third party) mentioned in this document shall be binding on the bidders and the incremental production profile to be quoted over and above the Baseline Production. The baseline production profile is available for only one producing area, for other four areas, any production gain will be considered as incremental as there is no baseline production.
- The Revenue for the purpose of evaluation and computing the fee for the successful bidder (or Contractor) shall be all amounts that will be realized from the sale of Net Incremental Production net of taxes on sales, on account of or in relation to the Petroleum produced and saved from the Contract Area, during a Month after the Effective Date; Less Royalty for that Month, and all other statutory levies including GST payable on such levies.
- The percentage revenue shares offered shall be non-zero positive whole numbers. Bids not fulfilling this requirement will not be accepted for the purpose of evaluation.

- **Bid Qualification Criteria**

- Companies may bid individually or in association with other companies through a Consortium or Joint Venture where each member company of the consortium hold equal to or more than 26% shareholding in the consortium.
- In case of a bid by a consortium, all the member companies of the bidding consortium shall be jointly and severally liable for all obligation under this NIO and the Production Enhancement Contract to be entered between the consortium and OIL.
- No bidder can submit more than one bid for a contract area individually or part of any consortium. For the purpose of this section each member of the consortium shall mean the “bidder” in individual or collective capacity.
- The net worth of the bidding company(s) should be a non-zero positive whole numbers as on **31st March 2021 or 31st December 2021**, as may be applicable. The net worth will be calculated in accordance with the method given in Annexure 1(E). In case of consortium, each member company of the bidding consortium shall have a positive net worth as on 31st March 2021 or 31st December 2021, as may be applicable.
- The Annual Report including the Audited Annual Accounts for the latest completed year ending on March 31, 2021 or December 31, 2021 and a certificate of Net worth from the company’s statutory auditor(s) based on the Audited Annual Accounts for the latest completed year should be submitted for each member of the consortium. In case the parent company of the bidder has committed to provide financial and performance guarantee for its subsidiary, then the Annual Report, Annual Accounts and Net worth certificate in respect of the parent company should be submitted and the financial capability of the parent company shall be considered for evaluating the financial capability of a bidding company (this applies for each member of the consortium in case of consortium bidding).
- In cases where the bidding company is not required to prepare consolidated financial statements as per the statute of the country of the bidding company as applicable, the bidder shall provide justification for the same along with certificate from a practicing Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial accounts as per the accounting standards of the country of the bidding company as the case may be, duly certified by the practicing chartered accountant or equivalent.
- Bid Bond of **INR 10,00,000 (or USD 14300)** per Contract Area as per Annexure 1(Y-1) to be submitted along with Bid.
- Notarized deed or declaration shall be submitted along with the bid that it is not in a state of bankruptcy, liquidation, cease of operations, receivership, or other similar state, and no process of being placed in bankruptcy, liquidation, receivership, or other similar process has been filed against him/her
- Bidder shall submit Board approved Delegation of Authority for the valid and binding bid/s submitted
- Any additional information supporting the financial capacity of the bidder, as deemed fit should be submitted.
- Satisfaction of the technical qualification criteria for pre-qualifying for bid evaluation.

- **Technical Qualification Criteria**
- The bidder would be required to meet the following technical qualification criteria as on the submission date:

S.No.	Criteria
1	The bidding company should have atleast 01 year of experience in exploration or development or production of hydrocarbons in last 05 (five) years as on 31st March 2021 . <i>(Relevant supporting documents to be provided by the bidder).</i>
OR	
2	<p>The bidding company should have technically qualified personnel with atleast 10 years of work experience on its rolls at the time of bid submission, in any three distinct areas out of the following six areas:</p> <ul style="list-style-type: none"> • Atleast 1 personnel with experience in Drilling and Completion of hydrocarbon wells; • Atleast 1 personnel with experience in hydrocarbon field operations/production; • Atleast 1 personnel with experience in Health, Safety & Environment of hydrocarbon field; • Atleast 1 personnel with experience in Reservoir or Petroleum engineering/management; • Atleast 1 personnel with experience in Geology & Geophysics (G&G) activities; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> • Atleast 1 personnel with the experience of senior management (Board of Director or 1 level below it) in a company having operations in Exploration & Production. <p><i>Documents to be provided for fulfilling this criteria shall be the following:</i></p> <ul style="list-style-type: none"> • <i>Detailed CVs of the proposed personnel.</i> • <i>Employment certificate which indicates that the proposed personnel is/are on the rolls of the bidding company (ies), duly signed by the authorised signatories and statutory auditor of the bidder company.</i> • <i>Salary Slip of the proposed personnel for last three months (from date of submission of bid)</i>

- The bidders need to meet either of the above criteria to qualify for bid evaluation.
- In case of a consortium, atleast one Member Company of the bidding consortium need to meet either of the above criteria for the bidding consortium to qualify for bid evaluation.
- **Bid Rejection Criteria**
- The following shall lead to rejection of bids:

- Any bid which does not conform to any of the requirements of the Bid Qualifying Criteria as under para 4 and/or of the Technical Qualification Criteria as under para 5;
- Any bid which is submitted without the required documents as mentioned in “Format for Submission of Bids” incorporating all the information/details;
- Any bid not accompanied by a Bid Bond (in the form of a Bank Guarantee from a Scheduled Commercial Bank) of adequate value and specified validity period
- Any bid which is submitted with any assumptions/deviations which are inconsistent or not complying with the terms listed in the Notice Inviting Offer (NIO) and/or Model Production Enhancement Contract (MPEC);
- Any bid which is not accompanied by the annual report incorporating the audited annual accounts for the latest completed year along with a Certificate of net worth from company's statutory auditor(s), based on the last audited annual accounts certifying the net worth of the bidding company;
- Any bid which is submitted by a consortium in which any member company holds less than 26% of equity in the consortium;
- Any bid which does not provides its consent/agreement/conformity to the Baseline Production mentioned in the bid document
- If the hard copy of the required submissions is not received by the bid closing date
- If the bidder is in a state of bankruptcy, liquidation, cease of operations, receivership, or other similar state, and is in the process of being placed in bankruptcy, liquidation, receivership, or other similar process has been initiated against it.

Notwithstanding anything in this NIO, OIL at its sole discretion reserves the right to accept or reject any or all of the bids received without assigning of any reason, whatsoever.

- **Bid Evaluation Criteria**

- All bids meeting all the criteria mentioned in the Bid Qualification Criteria and the Technical Qualification Criteria shall only be eligible for evaluation of their commercial bids
- The qualifying bids shall be evaluated based on following award criteria:
 - The highest present value (PV) for OIL using a discount rate of 10% and using:
 - The Incremental Production Profile quoted (and Guaranteed) by the bidder to be delivered during the duration of the production enhancement contract (PEC) (i.e. 15 years) and
 - The percentage share of the Revenue realized from the sale of Incremental Production for OIL quoted by the bidder
 - OIL will only award the production enhancement contract if the PV level at 10% discount for its entire duration of 15 years is greater than zero
 - For Calculation of the PV/award criteria the following parameters will be used:

- The Contract period shall be considered from **1st April 2023 to 31st March 2038**
- **The Net Price of Crude Oil (i.e. net of sales tax, royalty and statutory levies) shall be considered as [USD 48.65/Barrel]**
- **The Net Price of Natural Gas (i.e. net of sales tax, royalty and statutory levies) shall be considered as [USD 1.96/MMBTU] (based on FY 2021-22 actual value)**
- **1 Ton of crude oil = 7.095 Barrel of crude oil (@ 0.8870 MT = 1 KL & 1 KL=6.29297314 BBL).**
- The Bid Evaluation Criteria shall be as follows:
Bid Evaluation Criteria = PV (10%, 15 Years) of {Incremental Oil Production X Percentage Revenue Share of OIL from Incremental production quoted by Bidder X Net Price of Crude Oil + Incremental Gas Production X Percentage Revenue Share of OIL from Incremental production quoted by Bidder X Net Price of Natural Gas}

PV value for the purpose of bid evaluation shall be rounded to two decimal points.

- **Tie Breaking**

In case of two or more bids with identical/same PV (till the second decimal place), the bid with highest cumulative quoted Incremental Production (in O+OEG terms using 1 MMSKL = 1 BCM equivalence) for the entire duration of 15 years shall be awarded the production enhancement contract. Further if, the quoted cumulative Incremental Production for 15 years is same for two or more bids, the production enhancement contract shall be awarded to bidder with highest net worth (for avoidance of doubt, in case of a consortium the net worth shall be computed as weighted average net worth of all member companies of the bidding consortium based on their shareholding in the bidding consortium and in case if the currency of net worth provided by bidders are different, then the comparison shall be done in equivalent INR based on the exchange rate declared by the SBI, CAG Branch, Kolkata of one day prior to the price bid opening date for such evaluation). Provided further, if the quoted cumulative Incremental Production for 15 years is same for two or more bids, then the winner shall be decided based on the drawing of lots.

- **Scope of Work**

- OIL wishes to further develop these hydrocarbon reserves from the contract areas in a way that improves current production and ultimate recovery of hydrocarbons by application of safe and efficient operating practices and suitable techniques and technologies. Once the bidder is declared the successful bidder and the Contract is executed, the bidder shall be referred to as the Contractor. Including but not limited to the following, the scope of work for the production enhancement operations shall be:

- Improve the production and ultimate recovery of hydrocarbons by application of safe and effective operating practices, appropriate techniques and technologies;
- The rehabilitation, reactivation and enhancement of the fields, generally in accordance with the relevant development plan as may be amended from time to time;
- Use all efforts to achieve the uninterrupted delivery of the baseline production to OIL;
- The delivery of the incremental production to OIL as committed by the Contractor;
- Observe all statutory and fiduciary duties during the transportation and handling of production from the fields to the applicable delivery points;
- The delivery of production to OIL at the delivery points
- The delivery of all the reports requested by OIL and the authorities.
- The Contractor will arrange for funds and resources and apply its operating experience and the appropriate advanced technologies
- The Contractor will further develop/redevelop the fields subject to the law, subject to the terms and conditions of the production enhancement contract and in line with GIPIP
- The nature of the requested activities including, but not limited to the following shall be: project management, process management, allocation of resources, outsourcing, procurement, engineering, pre-commissioning, commissioning, testing, training and operating in relation to the contract scope of work
- The Contractor has to carry out all activities at the Contractor's sole expense. All costs incurred in the activities will be funded directly by the Contractor and shall be recoverable by the Contractor only from and to the extent of the fee.
- Contractor shall obtain and maintain in force throughout the entire operation period all required approval, permits, etc.
- Contractor shall carryout re-assessment of resources & reserves for the field and carry out additional assessment including seismic, logging, exploratory drilling and establishment of additional discovery/up gradation of reserves etc. within the defined field area
- Contractor to carry out all necessary drilling both exploratory and development either for up gradation of reserves or development of field including procurement, provisioning, fabrication, constructions, installation of all necessary facilities and systems including well drilling and completion materials and equipment both down hole and surface equipment (X-mass tree, well heads, flow arm etc.), facilities, pipelines and their hook-up with surface facilities for gathering & transportation.
- Integrated Asset development for production enhancement for improvement in recovery factor of the field.
- Reservoir health management in line with GIPIP (Good International Petroleum Industry Practices) including water injection and other IOR/EOR techniques.
- Surface facility improvement/Induction of new facilities: Design and engineering, purchase, acquisition, lease/hire, installation, commissioning of all facilities & equipment, pipeline & flow lines, storages, custody transfers, building, infrastructure, site preparation, transport, communication etc. necessary for operation of field.

- Carry out operation including production, processing, treatment and disposition of all kinds of effluents/vents, well and reservoir surveillance monitoring and management, artificial lift, stimulation, logging, zone transfer, water and gas shutoff, sand control or any other techniques & tools etc. which is required for efficient and optimum exploitation of reservoir/well/fields.
- Statutory clearance of identified locations for drilling/work over including land acquisition and site preparation for drilling/work over.
- Application of practices of Health Safety and Environment as per Government guidelines and OIL's policy.
- Production management through asset management services and governance structure as proposed.
- Any other activity for reservoir health and production improvement/enhancement.
- Contractor to do all activities for identified field in a manner so as to increase production and recovery from the field by adopting best practices for reservoir management, induction and implementation of new technologies including EOR/IOR schemes.
- Obtaining/acquiring/provisioning of all necessary utilities, power, fuel, water, chemicals and other inputs as may be necessary for exploration, drilling and efficient, optimum, regular operation, production, transport and transfer of produced hydrocarbon to the custody of OIL/consumer.
- Acquisition and obtaining of necessary consents, approval, licenses, registrations, land, lease, permissions etc. from all concerned agencies, statutory bodies and OIL, that may be necessary for completion of assessment and further development, production and operation of fields covered under the contract. OIL's authorized personnel will be signatory to all these requirements as per statutory provisions.
- Management, monitoring, maintenance of all data & records, documentations, reporting, reviewing, management and communication with concerned agencies, Asset/Basin Manager and contract coordinator of OIL.
- Well maintenance and intervention activities for maintaining the health of every individual well of the field.
- Maintenance and observation of statutory & safety requirements of central/state/regulatory authorities for operation in the field.
- The maintenance, repairs and replacement of existing fixed infrastructure like pipe lines, installations, well sites, approach road to well sites etc. (which shall be used by the Contractor on 'as is where is' basis) the maintenance, repairs and replacement will be carried out by the Contractor at its cost.
- Transportation of produced crude oil and gas to the receiving stations, through laying pipelines or other means like tanker transportation.
- Evacuation of oil and gas from wells/drilled/monetized through pipelines or other means.
- Recruitment/hiring/provisioning of all necessary qualified and experienced, skilled/semi-skilled manpower in different required functional areas and expertise necessary for operation, maintenance and management of contract provisions while adhering to all existing rules & regulations on the subject is to be done by Contractor.
- Contractor shall provide all resources required to undertake the petroleum operations safely and efficiently.

- **Notification of Award and Mobilization Activities**

- OIL shall issue a Letter of Award (LOA) to the successful bidder and the contractor would undertake the following mobilization activities within the indicated timelines as follows:

• Activity/Conditions	Time Line from LOA Date
• Furnishing Performance Bank Guarantee in accordance with the Article 14 of Production Enhancement Contract	30 Days
• Nominate Contractor's Representative in accordance with the Article 4 of Production Enhancement Contract	15 Days
• Nomination of the members of Joint Monitoring Committee by both Owner and Contractor	30 Days
• Signing of Contract	45 Days
• Mutual agreement between the Parties on the methodology of Measurement of Petroleum in accordance with the Article 8 of Production Enhancement Contract	90 Days
• Submission of Field Development Plan to the Joint Monitoring Committee in accordance with the Article 6 of Production Enhancement Contract	120 Days
• Submit a Mobilisation and Handover Plan to the Joint Monitoring Committee	180 days
• Completion of Mobilisation and Handover of the Contract Area to the Contractor (subject to fulfilment of the above mentioned conditions in the specified timelines)	210 days

- In an event the successful bidder (or Contractor) fails to fulfil the above specified conditions/activities, the Bid Bond or the Performance Bank Guarantee, whichever applicable, shall be encashed and forfeited.

- **Availability of Information**

- Notice Inviting Offers (NIO) giving details of the Contract Areas on offer, their geographical location on a map of India, the terms and conditions, bid format, a copy of Model Production Enhancement Contract (MPEC) will be made available at URL [<https://etender.srm.oilindia.in>]
- Field Information Dockets prepared by OIL for each Contract Area wherein the details of the fields on offer are available. These Dockets contain information on regional and local geology, concerned fields description, hydrocarbon discovery, Reserves (In-place and Ultimate) and a brief write-up of the field, wherever available, including details of wells drilled in the field. The Data Packages of the contract area on offer are available in digital mode. The digital data set comprising seismic data, navigation data and well-log data, special reports like well completion reports, etc., wherever available for purchase at a price of **INR 1,75,000 (or USD**

2500) for all Contract areas on offer. The said payment shall be made online in advance through NEFT/RTGS/ECS. The details for online transfer is provided below:

Beneficiary Account Name : Oil India Limited
 Bank Name : State Bank of India
 Branch : Duliajan
 Branch Address : Duliajan, Dist-Dibrugarh
 Bank Account No. : **10494832599**
 Type of Account : Current Account
 IFSC Code : **SBIN0002053**
 SWIFT Code : SBININBB479

- The digital copies of the Field Information Dockets and Data Packages on work stations with interpretation facilities are available for use at data viewing centers at **E&D Directorate, Oil India Limited, NBCC Centre, 5th Floor, Plot No.2, Okhla Phase 1, New Delhi – 110 020**
- Companies interested in inspection of data, purchase of Field Information Docket and Data Packages and for any further details in this regard by **30th April 2022** may contact:
 Address: **Executive Director, Frontier Basin, Oil India Limited, Duliajan, Assam - 786602**
 Phone : +91 374 2807458
 E-mail : jppdas@oilindia.in; frontierbasin@oilindia.in
 Website : <https://oil-india.com/>
- The data viewing facility at **E&D Directorate** shall be available from **18th April 2022 to 31st May 2022.**
- The digital copies of the Field Information Dockets and Data Packages on work stations with interpretation facilities are available for use at data viewing centers at **E&D Directorate**. The charges of the access of data viewing facilities shall be as follows:

S.No.	Time Schedule (from date of opening of Data Viewing Facility)	Charges per day
1	First week	No charges
2	Second week onwards	INR 35,000 or USD 500

- In addition, the bidders shall also be allowed to visit the fields and related facilities between **18th April 2022 and 31st May 2022**, on request. Only one visit per bidder per contract area and maximum of 5 personnel in the visiting team shall be allowed. The cost of such visit shall be borne by the bidder. The interested bidders would be required to submit a written request for field visit by **30th April 2022.**
- The details of existing gas sales contracts (if any) for the gas fields on offer have been provided in Annexure 2(B).
- Bid Submission Date and Pre-Bid Conference**

- Bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted in the **“Technical Attachments” Tab only** through OIL’s e-bidding portal <https://etender.srm.oilindia.in>, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed.
- The Techno-Commercial bid shall contain all details without indicating prices of the quoted items. The Commercial bid shall contain only the prices duly filled in the price format of OIL’s e-procurement tender. The Commercial bids submitted in physical form shall not be given any cognizance.
- Bids shall be submitted online through e-bidding portal (etender.srm.oilindia.in) not later than 11:00 hrs. IST as on the date specified in the on-line portal. All documents as mentioned at the e-bidding portal that require mandatory physical submission are to be submitted in duplicate in sealed envelopes, super-scribed “Confidential Bid documents – Production Enhancement Operations in Marginal Nomination Fields for Contract Area,”, not later than [12:45hrs] IST, as on the Bid closing date mentioned in the portal at the office of Contracts Department, Oil India Limited at Duliajan, Assam mentioned above. Non receipt of physical submissions shall lead to rejection of bids.
- The duly completed bid with no system error message can be ‘submitted’ in OIL e-bidding portal any time before the submission deadline is reached. The bidder shall also be permitted to make changes in his bid and re-submit the same in OIL’s e-procurement portal till the submission dead line. The final submitted version of bid only shall be considered by OIL.
- No bid can be submitted after the submission deadline is reached. The system time that will be displayed on e-procurement web page shall decide the submission dead line.
- The bidders need to submit the Original copies in Physical form along with bid for each contract area, the following documents –
 - Bid Bond/Bid Security
 - Memorandum of Understanding/Joint Venture, in case if the bid is submitted by a consortium
 - Power of Attorney in favour of the Authorized Signatory
- Bidders can bid for one or both contract areas. However, separate bid response will have to be submitted for each contract area. Any bid response with more than one contract area shall be rejected.
- Any change in the indicated schedule shall be communicated subsequently
- Pre-bid conference will be held tentatively on the **Last Week of May’ 2022** (exact venue and time will be intimated nearer the time) for the purpose of clarification of points on technical and commercial matters related to this Documents. The interested parties would have to submit their pre-queries through email to communications email provided vide Para 10 iv) above upto 15.05.2022. Only those parties who submit pre bid queries within this date along with the necessary undertaking as per the bid document would be allowed to participate in the pre bid conference.

- Any modification to the Bidding Document which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of addendum(s) to the Bidding Documents and not through the minutes of the pre-bid meeting
- Non-attendance at the pre-bid conference shall not be a cause for disqualification of a bidder

- **Documents to be Submitted**

- The bidders need to submit the following documents along with their bid:

S.NO.	DESCRIPTION
•	Bidding entity details
•	Corporate information
•	Notarized deed or declaration for bankruptcy, liquidation, cease of operations, receivership, or other similar state
•	Information of technical capability – Criteria I
•	Information of technical capability – Criteria II
•	Detailed CVs and Employment Certificate duly signed by Authorized signatory and statutory auditor
•	Information of financial capability
•	Documents evidencing the legal existence of the bidding company
•	Audited annual reports
•	Memorandum of understanding/joint venture agreement
•	Payment related details
•	Form 10f
•	Undertaking for conformity to baseline production
•	Undertaking for acceptance of existing processes
•	Declaration by bidders for authenticity of information
•	Undertaking for bid validity
•	Certificate on relatives of directors of OIL
•	Undertaking regarding GST credit (Copy of valid GST registration certificate under GST Legislations of India)
•	Declaration on not being under banning orders issued by OIL
•	Certificate of acceptance of tender conditions
•	Certificate in respect of fraud prevention policy
•	Power of attorney/letter of authorization for person bidding in online e-bidding portal
•	Integrity pact
•	Confidentiality and non-disclosure agreement
•	Bank guarantee towards bid security/bid bond
•	Certificate in respect of Policy on Climate Change & Sustainability

- **Other terms and conditions**

- **Parties to the Contract:**

The parties to the contract shall be the OIL and the successful bidder or in case of a consortium, the members of the consortium. The Model Production Enhancement Contract (MPEC) may be referred to for the detailed terms and conditions of the contract. OIL reserves the right that it may at its sole discretion carry out amendments to the terms and conditions of the MPEC before signing to address specific contractual issues that may require such amendments

- **Participation by Companies:**

Bidding is only allowed by incorporated companies, sole or in consortium. Bidding companies will have to:

- Provide Audited Financial Statements and Certificate of Net worth from its statutory auditors in accordance with the bid format to prove its financial capability.
- Submit Bid Bond as specified in this document.
- Provide satisfactory proof of technical capability and experience of the proposed.

- **Tender Fees:**

No tender fee is applicable

- **Bid Bond:**

Bidders will have to submit a Bid Bond of value INR 10,00,000 (Indian Rupees Ten Lakh Only) or equivalent in US Dollar 14,300 ("Bid Bond" or "Bid Security") per Contract Area in the form of Bank Guarantee from a Scheduled Commercial Bank valid for a period of 30 days from the date of bid validity. The same needs to be correspondingly extended for every extension of bid validity as indicated in para xii

The Bid Bond shall be encashed and forfeited in any of the following events:

- If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder
- If Bid is varied or modified in a manner not acceptable to OIL during the validity period or any extension of the validity duly agreed by the Bidder.
- If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) in the format as per Annexure 1 (Y-2) within 30 days of notification of such acceptance
- If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact
- In case at any stage of tendering process, it is established that bidder has submitted forged documents/certificates.

Bid bond submitted with unsuccessful bids will be released after the issuance of LOA. The Bid Bond of the successful bidder will be returned on receipt of Performance Bank Guarantee and fulfilment of all the conditions of the LOA by the Contractor.

The Bid Bond shall be acceptable in any of the following forms:

Bank Guarantee in the prescribed format as per Annexure 1(Y-1), valid for a period of 12 months. The bank guarantee by Indian bidder will have to be given on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/franking receipt should be either in the name of the issuing bank or the bidder.

The bidders will give Bank Guarantee from any of the following categories of Banks:

- Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches/foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India; OR
- Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank; OR
- Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

- **Bank Guarantee:**

The successful bidder will have to submit performance bank guarantee(s) as per the provisions of the Model Production Enhancement Contract and in the format as per Annexure 1(Y-2)

- **Unsolicited Communications:**

In case any bidder makes any unsolicited communication in any manner, after bids have been opened (for tenders processed either on single bid or on two bid basis), the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication. Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.

- **Submission of Forged Document:**

Bidders should note that OIL may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution, if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, OIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit any Bid Security/Bank Guarantee submitted by the bidder.

The bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the bid, that all the documents/certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the

bidder is found to be false or forged, action as deemed fit may be initiated by OIL at its sole discretion

• **OIL's Policy on Sustainability:**

Bidders should simply confirm that they have read the OIL's following "Policy on Sustainability" [https://oil-india.com/Document/OILs_SD_Policy_2013.pdf] and they are working upon to develop their policy as well.

- OIL is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.
- OIL shall endeavor for GHG emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.
- OIL shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are business partner. OIL shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.
- OIL's aim shall be to achieve competitive business advantage from GHG abatement programs, particularly through process efficiency, besides improving environmental performance.
- OIL shall endeavor to develop new business opportunities through investment in climate change.
- OIL shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.
- Above all, OIL shall make sustainability a foundation of our business strategy

• **GST Legislation:**

'GST legislations' means 'any or all of the following legislations as may be applicable to the Bidder and OIL:

i	Central Goods & Services Tax Act, 2017;
ii	Integrated Goods & Services Act, 2017;
iii	Union Territory Goods & Services Tax Act, 2017;
iv	The respective State Goods & Service Tax Acts'
v	Goods and Services (Compensation to States) Act, 2017
vi	Customs Act and the Customs Tariff Act.

The fee paid to the contractor shall be determined in accordance with the provisions of the production enhancement contract and shall be inclusive of all applicable taxes, duties and levies including GST. All Taxes, duties and levies applicable on the fee, as applicable under the current law or fiscal legislation in India, shall be borne by the Contractor.

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which it will have to bear extra cost where bidder does not avail exemptions/concessional rate of GST. OIL will not take responsibility towards this. However, wherever required and applicable, OIL shall provide the necessary documents as required under the notification(s) for the bidders to obtain such concessions.

Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods/Input Services, while quoting the prices.

- **Language of Bid:**

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country. In the event of a conflict for purposes of interpretation of this bid, the translation in English shall prevail.

- **Validity Period of the Bid:**

The Bid shall be valid for a period of 120 days from the date of bid closing date. (Hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof. In exceptional circumstances, prior to expiry of the original bid validity period, the OIL may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

- **Transfer and Cost of Bidding Documents:**

The Bidding document is not transferable.

Bidder shall bear all costs associated with the preparation and submission of its bid, and the OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- **Digital Signature**

The bid and all attached documents should be digitally signed using digital signature issued by an acceptable Certifying Authority(CA) as per Indian IT Act 2000 (as amended from time to time) before bid is uploaded. If any modifications are to

be made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.
Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

DRAFT

**Model Production Enhancement Contract based
on Revenue Sharing Model**

INDEX

Article No.	Contents	Page no.
Article 1	Definitions	5
Article 2	Contract Period	17
Article 3	Notification of Award, effectiveness and mobilization	18
Article 4	Rights and obligations of the Parties	20
Article 5	Joint Monitoring Committee	25
Article 6	Discovery, Development and Production	29
Article 7	Petroleum Exploration License And Petroleum Mining Lease	31
Article 8	Measurement of Petroleum	32
Article 9	Valuation of Petroleum	34
Article 10	Sale And Marketing of Crude Oil And Natural Gas	35
Article 11	Annual Work Programme	36
Article 12	Fees And Payment Terms	37
Article 13	Taxes, Royalties, Rentals, Duties And Restoration Fund	46
Article 14	Guarantees	48
Article 15	Local Goods And Services	49
Article 16	Environment Protection	50
Article 17	Information, Data, Confidentiality, Inspection And Security	57
Article 18	Use of Fixed Assets and Services	61
Article 19	Exit Option	63
Article 20	Electricity And Water Charges	65
Article 21	Conduct of Petroleum Operations	66
Article 22	Insurance, Liability And Indemnification	70
Article 23	Termination	79
Article 24	Force Majeure	81
Article 25	Applicable Law	83
Article 26	Technical Expert	84
Article 27	Dispute Resolution	85
Article 28	Notices	87
Article 29	Miscellaneous	88
Annexures		92

Contents

ARTICLE-1	7
DEFINITIONS.....	7
ARTICLE- 2	19
ARTICLE- 3	20
ARTICLE- 4	22
ARTICLE- 5.....	26
ARTICLE-6	30
ARTICLE- 7	32
ARTICLE- 8	33
ARTICLE- 9.....	35
ARTICLE- 10.....	36
ARTICLE- 11.....	37
ARTICLE- 12.....	38
ARTICLE- 13.....	46
ARTICLE- 14.....	48
ARTICLE- 15.....	50
ARTICLE- 16.....	51
ARTICLE- 17.....	57
ARTICLE- 18.....	62
ARTICLE- 19.....	65
ARTICLE- 20.....	67
ARTICLE- 21.....	68
ARTICLE- 22.....	72
ARTICLE- 23.....	79
ARTICLE- 24.....	81
ARTICLE- 25.....	83
ARTICLE- 26.....	84
ARTICLE- 27.....	85
ARTICLE- 28.....	87
ARTICLE- 29.....	88
ANNEXURES.....	93
ANNEXURE 1	95
3. Number of applicable days in the month is computed as follows.....	96
Annexure-2	97
Annexure 3	98
Annexure 4	99
Annexure 5	100

CONFIDENTIAL

This Production Enhancement Contract has been executed on [PLEASE ENTER]

BETWEEN:

1. [] a company established and existing under the laws of India, whose registered office is at, [] represented by [PLEASE ENTER] in his/her capacity as [PLEASE ENTER] (hereinafter referred to as “**Owner**” or “**OIL**”

AND

2. **[PLEASE ENTER]**, a company established and existing under the laws of [PLEASE ENTER], [PLEASE ENTER ADDRESS], Register no. in Commercial Registry [PLEASE ENTER], sole registration code [PLEASE ENTER], duly represented by [PLEASE ENTER] in his/her capacity as [PLEASE ENTER], (hereinafter referred to as “**Contractor**”)

hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Owner is the sole titleholder of the Mining Lease comprising of certain petroleum fields, nominated to the Owner by the Government of India, identified as [Name of Contract Area] and more specifically described in detail in Annexure [] of this Contract (the “**Contract Area**”),
- B. The Owner is operating the Contract Area and is producing Petroleum from such operations;
- C. The Owner intends to bid out the marginal nomination fields including the Contract Area with the objective to enhance production by inducting new partners to infuse new technology and capital
- D. The Owner wishes to further capitalize on the petroleum reserves from the Contract Area in a manner that improves current production and ultimate recovery by application of safe and efficient operating practices with suitable and upgraded techniques and technologies.

- E. During the Contract period, the Owner shall retain title to all petroleum reserves and Petroleum produced from the Contract Area, in its capacity as sole titleholder of the mining lease granted to it by the Authority
- F. The Owner has invited the bid through international competitive bidding.
- G. The Contractor has represented that it is a company that has specific knowledge and expertise to operate petroleum fields safely and efficiently. The Contractor has represented that it has requisite experience in enhancing petroleum recovery from mature oil and gas fields and accordingly, it has been selected by the Owner for the conclusion of this Contract.
- H. The Contractor has committed that it will put to use, the necessary technical resources, including suitable techniques, technologies and operating experience, necessary for proper discharge and/ or performance of all obligations required to be performed under this Contract in accordance with the Good International Petroleum Industry Practices and will provide guarantees of production as per provisions of the NIT and this Contract.
- I. The Contractor desires and agrees to provide funds and resources and apply suitable techniques, technologies and operating experience and to render services to the Owner for the further development of the Contract Area, in compliance with all Laws and subject to the terms and conditions of this Contract and in line with the Good International Petroleum Industry Practices.
- J. The Contract Area is currently operated by the Owner and is already producing Petroleum. The Contractor has represented that it will achieve and deliver an uninterrupted Baseline Production to the Owner and will use best efforts as a professional possessing experience and expertise to achieve and deliver the committed Incremental Production to the Owner.
- K. The Contractor will be remunerated for undertaking Petroleum Operations and delivering the committed production, from the revenue realized from the Incremental Production. The said remuneration shall cover all the investments, profit, operating and other costs, Goods and Services Tax and any other applicable taxes related to the development and operating of the Contract Area, in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE-1

DEFINITIONS

In this Contract, unless the context requires otherwise, the following terms shall have the meaning ascribed to them hereunder:

“Abandonment Bank Guarantee” shall be the bank guarantee provided by the Contractor to the Owner in terms of Article 13.7 and Article 14.2 of this Contract.

“Affiliate” shall mean in relation to either Party, any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. A company is a “subsidiary” of another company, its “holding company”, if that other company:

- holds a majority of the voting rights in it, or is a member of it and has the right to appoint or remove a majority of its board of directors, or
- is a member of it and Control alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it,
- is a subsidiary of a company which is itself a subsidiary of any other company.

“Article” shall mean an article of this Contract and the term “Articles” means more than one Article.

“Annual Work Programme” shall mean, for any Financial Year, a work programme drawn up and submitted by the Contractor to the Owner and approved by the Joint Monitoring Committee (as defined herein) as amended or supplemented from time to time in accordance with this Contract.

“Arm's Length Sales” shall mean, for the purpose of this Contract, the sales of Petroleum carried out between buyer and seller parties, not being the same legal entity, following a transparent and competitive bidding process according to procedures as prescribed by the Government or Directorate General of Hydrocarbons (DGH) and as amended from time to time. The sale to the Contractor or its constituents will not be considered as Arm's Length Sales.

“Authority” shall mean (a) any court with the relevant jurisdiction or, (b) any central, state or local government or regulatory authority or political subdivision or government agency, including central/ state ministry, agency, inspectorate, department, licensing authority, commission, or any regional or municipal authority thereof, that exercises any sovereign or state function in India in pursuance of an act of the parliament, state legislature or under any other Law and any rules and regulations made thereunder or otherwise in relation to the performance of this Contract by either Party.

“Baseline Gas Production” shall mean the Production of Natural Gas from the Contract Area as set forth in Annexure 1 and that shall be delivered by the Contractor for any given Month during the Contract Period

“Baseline Oil Production” shall mean the Production of Liquid Hydrocarbons from the Contract Area net of Basic Sediments and Water as set forth in Annexure 1 and that shall be delivered by the Contractor for any given Month in the Contract Period.

“Baseline Production” shall mean the Baseline Oil Production and the Baseline Gas Production together.

“Bid Document” shall mean the Notice Inviting Offer (NIO), addendums or various written communications between the Owner and various bidders including the Contractor, the proposal as submitted by the Contractor for the bid including its technical and financial proposals, for the bidding process undertaken by the Owner for the purpose of selecting the Contractor. Notwithstanding anything to the contrary, the Bid Document shall be deemed to be part of this Contract.

“Business Day” shall mean any day other than a Sunday or a day declared to be a holiday under the provisions of the Negotiable Instruments Act, 1881 and amendments thereto, as applicable in New Delhi.

“Cess” shall mean cess levied pursuant to Section 15 of the Oil Industry (Development) Act 1974, as amended from time to time.

“Claims” shall mean claims, liens, judgements, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including without limitation legal costs and expenses) or causes of action, of whatever nature.

“Company” shall mean a body corporate having a legal existence and registered under the laws of India or any other jurisdiction.

“Condensate” means those low vapour pressure hydrocarbons with API gravity between 50° API and 120° API, that are obtained from Natural Gas through condensation or extraction and refers solely to those hydrocarbons that are liquid at normal surface temperature and pressure conditions; provided that in the event Condensate is produced from a Contract Area and is segregated at the Delivery Point or transported to the Delivery Point after segregation, then the provisions of this Contract shall apply to such Condensate as if it were Crude Oil.

“Confidentiality Agreement” means the confidentiality agreement signed by the Parties on [PLEASE ENTER].

“Consequential Loss” means any indirect losses howsoever caused or arising under this Contract and shall be deemed to include, without prejudice to the foregoing generality, the following:

- a) any loss or damage arising out of any loss of or anticipated loss of use, profit or revenue, except for any loss of production and any loss or cost associated with the Owner's failure to discharge its contractual obligations assumed to the benefit of any entity and deriving from the loss of production;
- b) any losses associated with business interruption or business downsize including without limitation the cost of overheads and committed cost of assets and/or services incurred during business interruption or business downsize;
- c) any loss of bargain, expectation or opportunity;
- d) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing.

“Contract” shall mean this Contract, including all schedules, Bid Document exhibits, Annexures and mandatory standards hereto.

“Contractor” for the purpose of this Contract, means a Company other than the Owner, which is a Party to this Contract or, where more than one Company by forming a joint venture is a Party to this Contract, the term “Contractor” shall mean all such Companies.

“Contract Period” shall mean the term of this Contract as provided under Article 2.

“Contractor Representative” shall mean a suitably qualified, skilled and experienced representative with authority to commit Contractor on all operational matters, resident in India and as nominated by the Contractor provided under Article 4 under this Contract.

“Control” shall have the meaning as ascribed to it under regulation 2 (c) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997.

“Crude Oil” or **“Oil”** or **“Crude”** means all kinds of hydrocarbons and bitumen, both in solid and in liquid form, in their natural state or obtained from Natural Gas by condensation or extraction, including distillate and Condensate when commingled with the heavier hydrocarbons and delivered as a blend at the Delivery Point but excluding Natural Gas.

“Custody Transfer Point” shall mean the point at which the Owner transfers the title and custody of Crude Oil or Natural Gas for sale to buyer(s).

“Delivery Point” shall mean the point or points at which Production is to be delivered by the Contractor to the Owner, as specified in Annexure-2, or as otherwise specified from time to time in accordance with Article 8.

“Development Operations” shall mean operations conducted in accordance with the Field Development Plan/ Annual Work Programme and shall include, but not be limited to the procurement, shipment or storage of equipment and materials used in developing Petroleum accumulations, the drilling, completion and testing of Development Wells for production, the drilling and completion of Wells for injection, dewatering, the laying of gathering lines, the installation of offshore platforms and installations, the installation of separators, tankages, pumps, artificial lift, gas storage facility and other producing and injection facilities required to produce, process and transport Petroleum into main Oil storage or Gas processing facilities or gas storage facilities, either onshore or offshore, including the laying of pipelines within or outside the Contract Area, storage at Delivery Point(s), the installation of said storage or Gas processing facilities or gas storage facilities, the installation of export and loading facilities and other facilities required for the development and production of the said

Petroleum accumulations and for the delivery of Crude Oil and/ or Gas at the Delivery Point and also including incidental operations not specifically referred to herein but required for the most efficient and economic development and production of the said Petroleum accumulations in accordance with Good International Petroleum Industry Practices.

“Effective Date” shall mean the date of taking over the operations by the Contractor from the Owner no later than Two Hundred Ten (210) days from the Execution Date after fulfilling all the conditions mentioned in the Notification of Award, unless otherwise extended with the consent of the Owner in accordance with Article 3.

“Environmental Claim and Clean-up Liability” shall mean any liabilities related to: (a) losses, damages, costs or expenses arising from or relating to any claim by any Authority or other third party pursuant to Environmental Law/ Law for personal injury, property damage, or damage to natural resources or the environment (whether based on negligent acts or omissions, statutory liability, or objective liability without fault or otherwise), in connection with the Contract Area or the activities or operations conducted therein; (b) losses, damages, costs or expenses arising from or relating to any investigation, remediation or abatement of any Release, to the extent required by Environmental Law/ Law, in connection with the Contract Area or the activities or operations conducted therein; or (c) any fines or penalties assessed for non-compliance with Environmental Law or other applicable Law in connection with the Area or any part thereof or the activities or operations conducted therein.

“Environmental Law” shall mean all Law relating to: (a) conservation, improvement, protection, pollution, contamination or remediation of the environment; (b) any Release, including, without limitation, investigation and clean-up of such Release or threatened Release; and (c) the storage, treatment, disposal, recycling, recovery, elimination or transportation, emissions, discharges, releases, escapes into the environment of any Hazardous Substance.

“Existing Discovery” shall mean the discovery of Petroleum deposits already made in the Contract Area and disclosed in the NIT as already have been made by Owner

“Force Majeure” shall mean as the meaning ascribed to it in Article 24 under this Contract.

“Execution Date” shall mean the date of issue of the Letter of Award (LOA) to Contractor by the Owner.

“Exploration Operations” shall mean operations conducted in the Contract Area pursuant to this Contract in searching for Petroleum and in the course of an Appraisal Programme and shall include but not be limited to aerial, geological, geophysical, geochemical, paleontological, palynological, topographical and seismic surveys, analysis, studies and their interpretation, investigations relating to the subsurface geology including drilling of Exploration Wells and Appraisal Wells and other related activities such as surveying, drill site preparation and all work necessarily connected therewith that is conducted in connection with Petroleum exploration.

“Fee” shall mean the monetary payment made by the Owner to the Contractor in compensation for the Petroleum Operations hereunder calculated and as described in Article 12.

“Field Development Plan” or **“FDP”** shall mean the comprehensive plan formulated by the Contractor in relation to the development of the existing or new Discovery or a group of Discoveries or Fields as the case may be, in accordance with Article 6 (Discovery, Development and Production), to meet the committed Baseline production and Incremental production

“Financial Year” means the period of time from and including April 1 in any year through and including March 31 in the following year.

“Fixed Asset(s)” shall mean the wells, facilities and equipment, located inside or outside the Contract Area, the non-exclusive use and associated risk of which is transferred from the Owner, at its sole discretion, to the Contractor on the Effective Date for use by Contractor in the performance of the Petroleum Operations

“Good International Petroleum Industry Practices or GIPIP” means those practices, methods, standards, and procedures generally accepted and followed internationally by prudent, diligent, skilled, and experienced operators in Petroleum exploration, development and production operations and which, at a particular time in question, in the exercise of reasonable judgment and in light of facts known at the time a decision was made, would be expected to accomplish the desired results and goals

established in respect of which the practices, methods, standards, procedures and safety regulations, as the case may be, were followed; provided, however, that “Good International Petroleum Industry Practices” is not intended to be limited to the optimum practices or method to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices, methods, standards, procedures and safety regulations.”

"Government" means Government of India or the State Government, as the case may be, unless otherwise stated in this Contract.

“Gross Negligence” or **“Wilful Misconduct”** shall mean any act or failure to act by a Party, including its contractors or personnel irrespective of the form of their employment (e.g. employment or consultancy agreement), which was intended to cause, or which was in reckless disregard of or wanton indifference to the good and prudent standards of performance of the activities hereunder by a professional operator in the field of oil and gas industry, to the harmful consequences of which the respective Party knew, or should have known, as a diligent operator in the petroleum operations field, such act or failure would have on the safety, property or wealth of another Person, including but not limited to the other Party, but shall not include any error of judgment or mistake made by in the exercise in good faith of any function, authority or discretion conferred to either Party under this Contract.

“Hazardous Substances” shall mean such hazardous substances and materials, regulated as dangerous, toxic, hazardous or noxious pollution. **“Hydrocarbons”** shall mean Liquid Hydrocarbons and Natural Gas.

“Incremental Gas Production” shall mean, for any Month, all Natural Gas Production in excess of Baseline Gas Production for such Month.

“Incremental Oil Production” shall mean, for any Month, all Liquid Hydrocarbons Production net of Basic Sediment and Water and in excess of Baseline Oil Production for such Month.

“Incremental Production” shall mean both Incremental Gas Production and Incremental Oil Production.

“Joint Monitoring Committee” shall mean that committee comprised of six (6) members, three (3) representatives of each of the Owner and the Contractor whose function is set out at Article 5.

“Law” shall mean all laws, brought into force and effect by the Authority, including rules, regulations, government order and notifications, judgements, decrees, injunctions, writs and orders of any competent court of law, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract.

“Liquid Hydrocarbons” shall mean Crude Oil, regardless of gravity, which is produced at the wellhead in a liquid state at ambient conditions of temperature and atmospheric pressure, or which is obtained from Natural Gas by natural condensation

“Mining Lease” shall mean the petroleum mining lease issued pursuant to the Rules.

“Mobilisation and Handover Plan” shall mean the document prepared by the Contractor, describing the actions to be carried out by the Parties during the mobilisation period in terms of the Article 3.6 of this Contract.

“Month” shall mean any period of time from and including the first calendar day of any month through and including the last calendar day of the respective month.

“Natural Gas” shall mean wet gas, dry gas, all other gaseous hydrocarbons and all substances contained therein, which are produced from oil or gas wells or are subject to be transferred through gas Delivery Points for delivery to consumers and/or technological purposes, excluding Liquid Hydrocarbons that condense upstream of the Delivery Point naturally

“Net Baseline Oil Production” shall mean, for any given Month, the Baseline Oil Production net of processing, transportation and any other loss till the Custody Transfer Point. For avoidance of doubt, such processing, transportation and any other loss shall be in accordance with the methodology for measurement of petroleum agreed between the parties as per Article 8

“Net Incremental Oil Production” shall mean, for any given Month, the Incremental Oil Production net of processing, transportation and any other loss till Custody Transfer Point. For avoidance of doubt, such processing, transportation and any other loss shall be in accordance with the methodology for measurement of petroleum agreed between the parties as per Article 8

“Net Baseline Gas Production” shall mean for any given Month, the Baseline Gas Production net of internal consumption, loss and flaring till Custody Transfer Point. For avoidance of doubt, internal consumption, loss and flaring shall be in accordance with the methodology for measurement of petroleum agreed between the parties as per Article 8

“Net Incremental Gas Production” shall mean for any given Month, the Incremental Gas Production net of internal consumption, loss and flaring till Custody Transfer Point. For avoidance of doubt, internal consumption, loss and flaring shall be in accordance with the methodology for measurement of petroleum agreed between the parties as per Article 8

“Net Incremental Production” shall mean both Net Incremental Gas Production and Net Incremental Oil Production.

“Net Baseline Production” shall mean both Net Baseline Gas Production and Net Baseline Oil Production.

“New Discovery” shall mean a discovery of Hydrocarbons whose existence until that moment was unproven by any production test done.

“Notice Inviting Offer” or **“NIO”** shall mean the notice inviting tender dated [] issued by the Owner, pursuant to which the Contractor has submitted the Bid.

“Owner Representative” shall mean the representative nominated by the Owner with authority to represent the Owner on all operation matters under this Contract.

“Performance Bank Guarantee” shall be the bank guarantee provided by the Contractor to the Owner in terms of Article 14.1 of this Contract.

“Person” shall mean any individual, corporation, association, joint venture, partnership, trust, limited liability company, joint venture company, unincorporated organisation or government, or any agency or political subdivision thereof.

“Petroleum” means naturally occurring hydrocarbons in a free state, whether in the form of Natural Gas and/or in a liquid, viscous and/ or solid and/or Condensate form and/ or extracted through any unconventional means or sources such as CBM, shale gas, shale oil, tight gas, and gas hydrates, but does not include helium occurring in association with petroleum, or coal, or shale, or any substance which may be extracted from coal, shale or other rock by application of heat or by a chemical Process. For the purpose of this definition, “shale oil” means crude oil/ condensate generated in-situ and retained in shale and associated fine grained rock matrix including carbonate stringers and within fractures in shales of source rock origin and obtained there from through boreholes.

“Petroleum Operations” shall mean, as the context may require, Exploration Operations, Development Operations or Production Operations or any combination of two or more of such operations, including construction, operation and maintenance of all necessary facilities, plugging and abandonment of Wells, safety, environmental protection, transportation, storage, sale or disposition of Petroleum to the Delivery Point, Site Restoration and any or all other incidental operations or activities as may be necessary.

“Post-Effective Date Environmental Claim and Clean-up Liability” shall mean any Environmental Claim and Clean-up Liability other than Pre-Effective Date Environmental Claim and Clean-up Liability, that is related to or results from any activities/ in-activities or operations of the Contractor under this Contract, including the continued use after the Effective Date of wells and other facilities, installations and equipment existing in the Area and made available to the Contractor as of the Effective Date.

“Pre-Effective Date Environmental Claim and Clean-up Liability” shall mean any Environmental Claim and Clean-up Liability occurring or identified prior to the Effective Date. To the extent to which it is otherwise provided herein, the Pre-Effective Date Environmental Claim and Clean-up Liability shall not include (i) any costs or expenses needed to cause the continuing use of any facilities, installations, equipment or other

assets, that are in use on or prior to the Effective Date and that are thereafter used by the Contractor in connection with the Petroleum Operations, to comply with applicable Environmental Law governing continuing Releases or the on-going storage, treatment, disposal, recycling, recovery, elimination, transportation, emissions, discharges, releases, escapes into the environment of any Hazardous Substance and (ii) inactive wells

“Processing” shall mean the activities undertaken to purify, obtain parts, increase the quality and added value of petroleum and or natural gas

“Production” shall mean the Hydrocarbons produced from the Contract Area.

“Production Operations” shall mean all operations conducted for the purpose of producing Petroleum from the Contract Area after the commencement of production from the Contract Area including the operation and maintenance of all necessary facilities therefore.

“Quarter” shall mean a period extending from April 1 to June 30, July 1 to September 30, October 1 to December 31 or January 1 to March 31 in any Financial Year.

“Release” shall mean any spill, discharge, leak, emission, injection, escape, dumping, leaching, dispersal, emanation, migration or release of any Hazardous Substance into the environment including, without limitation, the abandonment or discarding of barrels, containers, tanks or other receptacles containing or previously containing any Hazardous Substance.

“INR” shall mean the lawful currency in India

“Royalty” means the royalty payable by the Owner to the Government under the applicable laws in force from time to time.

“Rules” means the Petroleum and Natural Gas Rules, 1959 and any amendments made there to from time to time.

“Sales Agreement” shall mean the agreement entered between the Owner and the buyer(s) for the sale of Hydrocarbons,

“Taxes” or “Tax” shall mean, any present or future taxes, levy, cess, impost, duty, stamp duty, registration charges or other charges, fee, Interest Tax, service tax, deduction or withholding in the nature of tax wherever imposed, levied, collected, withheld or assessed by any Government Authority pursuant to the Applicable Laws, as may be amended from time to time.

“Termination Date” shall mean the date of expiry or termination of this Contract; such date shall be the earliest of the following:

- 15 (fifteen) years from the Effective Date or such extended period pursuant to Article 2.2 below; or
- the date of earlier termination of this Contract in accordance with Article 23.

“Transportation and Handling” shall mean the physical transportation of Hydrocarbons from the wellhead or other point of extraction to the relevant Delivery Point, including processing, separation, storage and other activities reasonably necessary for such physical transportation and the delivery of such Hydrocarbons to Owner at such Delivery Point.

ARTICLE- 2

2.0 CONTRACT PERIOD

2.1 The term of this Contract shall be effective from the Effective Date and terminate on the Termination Date.

2.2 The term of this Contract may be extended by 5 (five) years, upon written request made by the Contractor, at least 1 (one) year prior to the date on which the initial duration of this Contract would otherwise expire. The Owner may extend the term of this Contract based on the following considerations.

(a) the Contractor has produced Baseline Production and at least 50% of the quoted Incremental Production on cumulative basis during the Contract Period;

(b) no dispute(s) is pending which is likely to have adverse financial impact on the Owner; or

(c) no dispute(s) is pending which is likely to have adverse impact on rights and obligations under this Contract;

(d) the Contractor has complied with the provision as provided in Article 4.2.3;

(e) the Owner is not constrained by Law or any of its policy

Notwithstanding, anything contained in this Article 2.2 or under this Contract, such extension of the Contract shall be at the sole discretion of the Owner.

2.3 In the event the Parties agree to extend the term of this Contract as provided under Article 2.2, such extension shall be on the same terms and conditions as provided under this Contract.

ARTICLE- 3

3.0 LETTER OF AWARD, EFFECTIVENESS AND MOBILIZATION

3.1 The Owner issued the Letter of Award (LOA) to the Contractor on [insert date] which is deemed to be the Execution Date for this Contract

3.2 The Contractor was required to undertake the following activities during the indicated timeline against each activity from the Execution Date:

Activity	Timeline from Execution Date
Nominate Contractor's Representative	15 Days
Furnishing Performance Bank Guarantee	60 Days
Signing of Contract	45 Days
Mutual agreement between the Parties on the methodology of Measurement of Petroleum in accordance with Article 8 of this Contract	90 Days
Submission of Field Development Plan to the Joint Monitoring Committee, by the Parties	120 Days
Submit a Mobilisation and Handover Plan to the Joint Monitoring Committee	180 days
Completion of Mobilisation and Handover	210 days

3.3 This Contract and all obligations of the Parties shall come into effect on the Effective Date.

3.4 The Contractor shall notify the Effective Date, a date after fulfilling the conditions mentioned in the Notification of Award and no later than 210 days from the Execution Date. The Contractor shall notify such Effective Date to the Owner with a notice; no later than 30 days prior to the Effective Date.

- 3.5** All actions required to be taken in order for the Contract to come into effect as set forth herein or the LOA and all agreements, documents and instruments executed and/or delivered with respect thereto shall be considered to have been taken and delivered or made and shall be deemed to be effective simultaneously on the Effective Date and no such action, delivery or payment shall be considered complete until all such actions, deliveries and payments incidental to effectiveness have been duly completed.
- 3.6** Parties shall execute in writing the Mobilisation and Handover Plan as per the timeline indicated in the table in Article 3.2 above. The Mobilisation and Handover Plan shall cover the following aspects –
- 3.6.1** Closure of transitional arrangement and plans for transfer of operations, including the assignment and/ or novation of all relevant existing contracts in relation to the operation of the Contract Area
 - 3.6.2** Arrangement for sharing of facilities and the coordination of activities with Owner
 - 3.6.3** Verified list of Fixed Assets, if any, related to the Contract Area that would be handed over to the Contractor
 - 3.6.4** List of all relevant data and documentation handed over to Contractor
 - 3.6.5** Any other aspect as deemed necessary by either party

ARTICLE- 4

4.0 RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 Subject to the provisions of this Contract, Contractor shall have the following rights:

4.1.1 To use all available licenses, permits, technical data, seismic data and well information, maps, samples and study reports and other relevant documents of the Contract Area, if available with the Owner.

4.1.2 Access to all available data at different work centres of the Owner with respect to the Contract Area.

4.1.3 Right to use Fixed Assets necessary for undertaking Petroleum Operations as per the provisions of Article 18 of this Contract.

4.1.4 Right to use the shared assets or common facilities owned by the Owner necessary for undertaking Petroleum Operations subject to availability of spare capacity.

4.1.5 Such other rights as are specified in this Contract.

4.2 Obligations of the Contractor:

4.2.1 Except as otherwise expressly provided in this Contract, the Contractor shall conduct all Petroleum Operations at its sole risk, cost and expenses and provide all funds necessary for the conduct of Petroleum Operations in such manner to ensure the Baseline Production and Incremental Production from the Contract Area as committed under the Bid Document.

4.2.2 The Contractor shall infuse new technology for Petroleum Operations. Such technology may include drilling, logging, side-track wells, artificial lift, hydraulic fracking, infill drilling, work overs, well interventions, EOR/IOR technology, reservoir management and any other production enhancement technology as may be required.

4.2.3 The Contractor shall conduct all Petroleum Operations in the Contract Area with all diligence, expeditiously, efficiently and in a safe and workmanlike manner at all times complying with Laws and best GIIP.

4.2.4 The Contractor shall install remote monitoring capabilities for each field and share live feed of the same with the Owner in accordance with provisions of Article 18.9.

- 4.2.5** Contractor shall ensure the record keeping and furnishing of all information including but not limited to data and samples which may be required to keep and furnish under the applicable laws, rules or under this Contract, as the case may be.
- 4.2.6** Contractor shall ensure that all equipment, materials, supplies, plant and installations used by the Contractor and/ or its Sub-contractors for the Petroleum Operations shall be kept in good working conditions at all times.
- 4.2.7** The Contractor for the preparation and implementation of the Annual Work Program and in the conduct of Petroleum Operations shall follow Good International Petroleum Industry Practices with such degree of diligence and prudence as reasonably and ordinarily exercised by experienced parties engaged in a similar activity.
- 4.2.8** Pursuant to this Contract, the Contractor shall forthwith proceed to take all necessary action for prompt and orderly development of the Contract Area and for Petroleum Operations in accordance with the terms of this Contract;
- 4.2.9** The Contractor shall undertake operations including but not limited to operation of the Contract Area, handling of all Production, processing, treatment, sampling, effluent disposal, Transportation and Handling of Petroleum to the relevant Delivery Point(s), the Contractor shall also deliver such Petroleum to the Owner at the Delivery Point(s). All costs and expenses till the Delivery Point shall be borne by the Contractor unless otherwise provided under this Contract.
- 4.2.10** The Contractor shall undertake any other activities which are necessary, ancillary and incidental or are in relation to the Petroleum Operations including, but not limited to, project management, process management, allocation of resources, outsourcing, procurement, engineering, construction, pre-commissioning, commissioning, testing, training, abandonment, subject to the terms and conditions provided under this Contract.
- 4.2.11** Contractor shall be solely responsible for rectifying any or all audit observations raised by any Authority including but not limited to DGMS and OISD from the Effective Date. However, before the Effective Date all such audit observations raised by the Authority pertaining to the Contract Area shall be the responsibility of the Owner.
- 4.2.12** The Contractor shall appoint a mines manager who shall be responsible for the supervision of safety and environment protection during the Contract Period as may be required under the Law. Further, the Contractor shall strictly adhere to the safety and environmental norms as required by the Authority and Law for the Contract Area, during the Contract Period.

4.2.13 Contractor Representative

4.2.13.1 Contractor shall designate a Contractor Representative within a period of 15 days from the Execution Date which shall be the single point contact for the Owner for all the activities as provided under this Contract. The Contractor shall ensure that the Contractor Representative is available during the term of this Contract.

4.2.13.2 The Contractor shall change the designated Contractor Representative only for reasons beyond the reasonable control of the Contractor.

4.2.13.3 In the event of change of Contractor Representative, the Contractor shall ensure the replacement of Contractor Representative with immediate effect and shall inform the Owner with the new Contractor Representative along with all reasonable details of such designate.

4.2.14 The Contractor shall take over the Contract Area on "*as is where is*" basis. For the avoidance of any doubt, it is clarified that "*as is where is*" only includes the Fixed Assets. Under no circumstance the manpower of the Owner or its contractor shall be considered for "*as is where is*". The Contractor shall be solely responsible for manpower required for any purpose to perform its obligations under this Contract.

4.2.15 Subject to the terms of this Contract, the Contractor shall conduct all Petroleum Operations at its sole expense and risk. The Fee payable in accordance with the provisions of this Contract shall constitute the sole consideration owed by Owner to the Contractor in return for all the Petroleum Operations. The Fee so payable shall be inclusive of all costs, all applicable taxes including but not limited to GST on payment of Fee by Owner and all the economic rights of the Contractor under this Contract. The Contractor shall issue the Tax invoice indicating value of Taxable service and GST separately.

4.2.16 The Contractor shall be solely responsible for acquiring all approvals, statutory compliances such as essentiality certificates against equipment or materials, permits, consents, authorizations, visas, work permits, licenses, rights of way, easement, surface rights, Environmental Clearances (EC), Forest Clearance and security protection, required under this Contract, at its cost and expense. The Owner will provide necessary assistance that may be required by the Contractor for the provisions of this Article. It is understood between the Parties that the assistance by the Owner shall not in any manner constitute an obligation on the Owner.

4.2.17 The Contractor shall acquire or lease any land necessary for performing the Petroleum Operations under this Contract. Contractor shall solely be responsible for the land acquisition or rental and the Owner shall provide all necessary support in its capacity as the titleholder of the Mining Lease.

4.2.18 The Contractor shall endeavour to acquire or rent land or Right of Way (ROW). In the event, the Contractor fails to acquire or rent such land or ROW within six (6) months, the Contractor shall put its best efforts to work on alternate plans to meet its production commitments.

4.2.19 The Contractor shall be mindful of the rights and interest of India in the conduct of Petroleum Operations.

4.3 Rights of Owner

4.3.1 All rights, title and interest to any and all Production from the Contract Area shall vest directly and solely with the Owner and shall constitute the exclusive property of the Owner.

4.3.2 During the Contract Period, the Owner shall have the right at all times for ingress to and egress from the Contract Area or any facility created by the Contractor for performing its obligations under this Contract.

4.3.3 Any matter in respect of a New Discovery made by the Contractor post the Effective Date including review and approval of the Field Development Plan proposed by the Contractor for Development and Production of the New Discovery.

4.3.4 Review and approval of any unit or joint development plan proposed by the Contractor with Owner or any other third party which owns the mining lease in the area adjoining the Contract Area

4.3.5 Such other rights as are specified in this Contract.

4.4 Obligations of the Owner

4.4.1 The Owner shall provide to the Contractor on a non-exclusive basis, the right to use the Contract Area and Fixed Assets required for the Petroleum Operations.

4.4.2 The Owner shall pay to the Contractor the Fee for the Petroleum Operations undertaken by the Contractor in accordance with the terms and conditions of this Contract.

ARTICLE- 5

5.0 JOINT MONITORING COMMITTEE

5.1 Powers

The Joint Monitoring Committee shall be the advisory body for the functions and duties as are enumerated in this Contract. The Joint Monitoring Committee shall exercise overall supervision on all matters pertaining to the Petroleum Operations to ensure compliance with GIPI, applicable Law including environmental law and provisions of this Contract. In particular the Joint Monitoring Committee shall discuss and deliberate on the following:

- 5.1.1** Annual Work Program/ development activities identified in the Field Development Plan and the Petroleum Operations, including revision in the work program, development plan or the production plan
- 5.1.2** Project progress and any major issue
- 5.1.3** New development locations
- 5.1.4** Any matter/ issue referred by either Party
- 5.1.5** Health of reservoir
- 5.1.6** Actual Production Levels in each field of the Contract Area in accordance with year on year projections of production as provided by the Contractor in FDP
- 5.1.7** Price discovery of Petroleum
- 5.1.8** All proposed Annual Work Programmes, including amendments or revisions to such annual programmes, prepared and submitted to the Joint Monitoring Committee pursuant to the provisions of this Contract.
- 5.1.9** Any other matter relating to the Petroleum Operations which either one of the Parties deem relevant or important for the performance of the Petroleum Operations. Each Party is obliged to refer to the Joint Monitoring Committee any matter that might have a liability or a reputational significance (e.g. such as the failure to obtain any permit) on either one of the Parties to the Contract.
- 5.1.10** Any amendments to the development plan.

5.1.11 Abandonment of any of the wells and/ or the Contract Area, as well as any activities which may impact on the environmental liability/ obligations of the Parties.

5.1.12 Any document proposed to be submitted to Authorities to ensure compliance with Law.

5.1.13 Any other matters, as provided elsewhere in this Contract or as contemplated under the Law.

5.2 Notwithstanding anything to the contrary provided for in this Contract, the Owner shall be solely entitled to make any decision and to take any action it deems appropriate in its sole discretion in accordance with Law. Review of any aspect by the Joint Monitoring Committee shall not release the Contractor from its liability to perform any obligations hereunder unless expressly written to reflect such an explicit waiver.

5.3 The Contractor acknowledges that merely because certain issues were discussed in the Joint Monitoring Committee by both the Parties, the same shall not create any liability on the Owner for non-compliance on part of the Contractor. For example, but not by way of limitation, the fact that the Parties discussed the failure of the Contractor to obtain one of the permits required by Law for the provision of the Petroleum Operations shall neither release the Contractor from its obligation to obtain it nor create a liability for the Owner.

5.4 Except as otherwise provided herein, the Joint Monitoring Committee shall use its best efforts to give its views with respect to any matter submitted for its review within 30 (thirty) days following submission.

5.5 Representation

The Joint Monitoring Committee shall consist of six (6) members, of which three (3) representatives will be appointed by Owner and three (3) representatives will be appointed by the Contractor. In the event the Contractor has entered into this Contract as a consortium comprising of more than one company, each such member company of the consortium shall have representation in the Joint Monitoring Committee. Each of Owner and the Contractor shall, within 30 days from the Execution Date of this Contract, give notice to the other of the name of its representatives for the Joint Monitoring Committee. Such representatives may

be replaced from time to time, by like notice. Representatives may bring to meetings of the Joint Monitoring Committee such advisers, as they consider necessary. The representative of a Party or, in the absence of the representative, an alternate shall be deemed authorised to represent and bind such Party with respect to any matter which is within the powers of the Joint Monitoring Committee pursuant to this Contract.

5.5.1 Chairman

One of Contractor's representatives shall act as the chairman for the meetings of the Joint Monitoring Committee.

5.5.2 Meetings

5.5.2.1 The Joint Monitoring Committee shall hold a meeting every month (or at such other more regular intervals as may be agreed by the Joint Monitoring Committee's members) at Owner's head office or at such other place as may be resolved by the Joint Monitoring Committee. The Owner or the Contractor shall call such meetings and shall give at least 7 (seven) days' notice of the time and date of each meeting, together with an agenda and appropriate data and information in relating to the matters to be considered at that meeting. By notice to the other Party, either Party can advise of additional matters which that Party desires to be considered at the meeting.

5.5.2.2 The Joint Monitoring Committee shall hold a special meeting upon the request of either Party. Such request shall be made by written notice to the other Party and state the matters to be considered at that meeting.

5.5.2.3 For any meeting of the Joint Monitoring Committee, the period of notice stipulated above may be waived with the consent of both Parties.

5.5.2.4 The Contractor shall submit the necessary documents and presentations for all committee meetings no less than 3 (three) days before the meeting date to Owner for review and comments.

5.5.3 Minutes

The chairman of the meeting shall appoint a secretary who will prepare the minutes of the meeting and provide both Parties with a copy thereof no later than 7 (seven) days after the end of the meeting. Both Parties shall sign the minutes within 7 (seven) days of receipt thereof.

5.6 All discussions with the Authorities within the oil and gas industry, including but not limited to the DGH, shall be conducted by the Owner or jointly with the

Contractor at Owner's sole discretion. The Contractor shall not have any power to represent the Owner before any Authorities or third parties. Any interaction between the Contractor and the Authorities, including without limitation the DGH, shall not be in any way binding on the Owner and the Contractor shall keep the Owner fully indemnified for any cost, loss or other pecuniary or non-pecuniary detrimental effects such interaction might have on the Owner (except those that are allowed hereunder or required by Law). Moreover, the Contractor shall refrain from contacting any Authority or from answering directly to any queries it might receive from such Authorities with respect to the Contract Area, the Petroleum Operations, the petroleum activities in respect of which the Petroleum Operations are contracted and any such matters, except for any matter referring exclusively to the Contractor's internal affairs (including without limitation the Contractor's own compliance status), without the prior consent of Owner of any such correspondence or interaction. Matters pertaining to the Contractor's internal affairs shall include such matters related to the compliance by the Contractor with the applicable Law governing its capacity as an undertaking and its activities such as tax obligations, payroll obligations, its permits and authorisations required to be obtained by itself for the purpose of performing its activities. Any correspondence of this kind which might impact on its capacity to perform the Petroleum Operations must be promptly notified in writing to the Owner.

ARTICLE-6

6.0 DISCOVERY, DEVELOPMENT AND PRODUCTION

- 6.1** For Existing Discovery or group of Existing Discoveries, the Contractor shall submit to the Joint Monitoring Committee within One Hundred Twenty (120) days from the Execution Date, a detailed Field Development Plan (FDP) either individually or jointly for all the Existing Discoveries in the Contract Area to achieve the Baseline Production and Incremental Production. Such Field Development Plan shall include the detailed technical assessment, the detailed work plan with timelines, induction of new technology, reservoir statistics, reservoir evaluation, estimate of in-place, production magnitude, Health, Safety and Environment related aspects.
- 6.2** For any New Discovery in the Contract Area after the Effective Date, the Contractor shall notify the Joint Monitoring Committee within seven (7) days from the establishment of such New Discovery. The Contractor shall submit to the Joint Monitoring Committee a new Field Development Plan (FDP) for such new discovery(ies) at the earliest which shall not be later than 6 months from the date of notification of discovery and enter into a development plan which shall begin after submission of the FDP and continue till commencement of Commercial Production, unless terminated earlier in accordance with the provisions of this Contract.
- 6.3** For any New Discovery which is identified for further development extended in the area beyond the Contract Area for which the Government has licenced the Owner or a third party to conduct Petroleum Operations, and which may be efficiently developed with another Existing Well/ Discovery made in the Contract Area, the Contractor for securing further effective recovery of Petroleum, may propose joint development of such existing wells/ discoveries, to the Owner in accordance with the applicable Law. In the event the Owner approves such development, the Contractor may then propose the plan and agree on joint development to the Owner or the other third party, as the case may be. Any such joint development shall be undertaken after the approval by the Authority. Such

development shall be done by the Contractor as per the generally accepted Good International Petroleum Industry Practices.

- 6.4** For any New Discovery which is identified for further development extended in the area beyond the Contract Area for which the Government has not licenced to any party including the Owner for any Petroleum activity, the Contractor shall notify the same to the Owner for its approval. In the event the Owner approves the same, the Owner may make suitable recommendations to the Authority for securing the rights for the enlargement of the Contract Area. In the event the Government approves the proposal made by the Owner, such development shall be done by the Contractor as per the generally accepted Good International Petroleum Industry Practices.

Without limiting the generality of the above, Owner retains the right to the reserves accreted from Existing Discovery and New Discovery and the Production. It is clarified that the Production from any New Discovery in the Contract Area shall be considered for fulfilment of the Baseline Production and Incremental Production subject to the provisions of this Article 6.

ARTICLE- 7

7.0 PETROLEUM EXPLORATION LICENCE AND PETROLEUM MINING LEASE

- 7.1** The Owner shall continue to remain the titleholder of the Mining Lease and the Contractor shall under no circumstances would have any rights to request for transfer of Mining Lease or title or interest in reserves or any production, thereof.
- 7.2** Subject to Article 7.3, the Contractor may undertake the Exploration Operation within the Contract Area for the entire duration of this Contract.
- 7.3** In the event the Mining Lease is expiring for the Contract Area, the Owner shall take all steps necessary to renew the Mining Lease for the Contract Area. Further, the Owner shall use its best efforts to ensure that the right to mine the Contract Area is available with the Owner and/or the Contractor for the entire Contract Period.

ARTICLE- 8

8.0 MEASUREMENT OF PETROLEUM

- 8.1** Petroleum used for internal consumption, Petroleum Operations, flared, saved and sold from the Contract Area shall be measured for the volume, weight, energy value and quality by such methods and appliances which are generally accepted and customarily used in Good International Petroleum Industry Practices.
- 8.2** The Parties may, at all reasonable times, inspect and test the appliances operated by the other Party, used for measuring the volume, weight, energy value and determining the quality of Petroleum, provided that any such inspection or testing shall be carried out in such a manner so as not to unduly interfere with Petroleum Operations and may at any time be at variance with accuracy levels mutually agreed between the Parties.
- 8.3** Before the Effective Date, the Parties shall mutually agree on the following aspects related to the measurement and in accordance with the Good International Petroleum Industry Practices and which are being followed by OIL:
the point or points at which the Petroleum shall be delivered
- 8.3.1** The point or points at which Petroleum shall be measured
- 8.3.2** The frequency of inspections, accuracy level and testing of measurement appliances and relevant procedures relating thereto;
- 8.3.3** The consequences of a determination of an error in measurement;
- 8.3.4** Reconciliation mechanism between Petroleum produced and saved and sold; and
- 8.3.5** Methods to be employed for measurement of volume, weight, energy value and quality, provided however that either Party shall not be responsible for any leakage or shortage, which shall be to the account of the other Party operating and maintaining the measurement equipment/facility.

- 8.4** The Parties shall jointly undertake to measure the volume, weight, energy value and quality of the Petroleum Produced and Saved from the Contract Area, unless such joint measurement is waived by any of the Party, at the agreed measurement point consistent with generally accepted Good International Petroleum Industry Practices.
- 8.5** The Contractor shall ensure that any new measurement equipment installation by the Contractor in the Contract Area for measurement of the Petroleum be integrated with SCADA system of the Owner to ensure real-time measurement of the petroleum.
- 8.6** The Contractor shall not make any alteration in the agreed method or procedures for measurement or to any of the approved appliances used for that purpose without the written consent of the Owner.
- 8.7** The Parties shall keep all the records of analysis and measurement of hydrocarbons calibrations and proving of measurement system and make available to the other Party or its authorized agency for any such records on request.
- 8.8** The deductions in quantity on account of processing loss, transportation, effluent, gas flaring, gas internal consumption etc. if processed at OIL installations shall be in terms of the methodology as is followed by OIL.

Notwithstanding anything contained in this Article 8 above, the Parties shall be bound to change the methodology of measurement, or the equipment used for the measurement or the points of measurement of Petroleum, in accordance with any instruction or direction issued by any Authority, for which cost, if any, shall be borne by the Contractor.

ARTICLE- 9

9.0 VALUATION OF PETROLEUM

- 9.1** The Contractor shall have the right to use Petroleum produced and saved from the Contract Area for the purpose of Petroleum Operations including reinjection for pressure maintenance in the fields, gas lifting and captive power generation required for Petroleum Operations.

Provided that the Contractor shall submit at the end of each Quarter the records relating to the quantity of Petroleum used for the purposes of Petroleum Operations to the satisfaction of the Owner.

- 9.2** For the purpose of this Contract, the value of Crude Oil, Natural Gas shall be determined in terms of United States Dollars based on the pricing methodology provided herein.

9.2.1 Valuation of Petroleum (other than Natural Gas)

- 9.2.1.1** The Contractor shall be free to market the Crude Oil from the Contract Area exclusively in domestic market, on the prices discovered through a transparent bidding process on Arm's Length Sales. For the purpose of calculation of the valuation under this Article, the price of Crude Oil shall be the price at which the Crude Oil is sold to the buyer in terms of Article 10.

9.2.2 Valuation of Natural Gas

- 9.2.2.1** The Contractor shall be free to market the gas produced from the Contract Area exclusively in domestic market, through a transparent bidding process on Arm's Length Sales principles. For the purpose of calculation of valuation under this Article, the

price of Natural Gas shall be the price at which the Natural Gas is sold to the buyer in terms of Article 10.

ARTICLE- 10

10.0 SALE AND MARKETING OF CRUDE OIL AND NATURAL GAS

10.1 The marketing of the Crude Oil and Natural Gas shall be undertaken by the Contractor through a transparent bidding process on Arm's Length Sales, in accordance with the applicable Law as may be amended from time to time.

10.2 The Contractor shall ensure a transparent process for marketing and price discovery of Crude Oil and Natural Gas, in consultation with ONGC, with the objective that the best possible price is realized to the benefit of both the Parties to this Contract, without any restrictive commercial practices following the principles of Arm's Length Sales, in strict compliance with the relevant guidelines for marketing as issued by Government from time to time.

10.3 For the purpose of implementing the provisions of this Article, a crude oil lifting procedure, crude oil sales agreement and gas sales agreement, based on generally acceptable industry terms shall be executed between the Owner and the buyer(s).

10.4 An Affiliate of the Contractor may participate and qualify as a buyer in accordance with the procedure prescribed by Government or Directorate General of Hydrocarbons for Arm's Length Sales as may be amended from time to time.

10.5 In the event the price discovered through the bids invited by the Contractor is less than the price at which Owner is supplying Crude Oil and Natural Gas under its existing sale arrangement, for the said Contract Area then Crude Oil and/or Natural Gas, as the case may be, shall be supplied under the existing sales arrangement of the Owner. For avoidance of any doubt, the price comparison under this Article 10.5 shall be made based on the pricing formulation under the respective existing sales contract of the Owner with its buyer.

ARTICLE- 11

11.0 ANNUAL WORK PROGRAMME

11.1 The Contractor shall submit the proposed Annual Work Programme for each year to the Joint Monitoring Committee. Such Annual Work Programme shall include all the provisions set forth in Article 11.2 below except for the provisions related to past production and accomplishments.

11.2 The Annual Work Programme as provided under Article 11.1 above shall be submitted no later than December 31 of each Year immediately preceding the Financial Year. Each Annual Work Programme shall contain a minimum of the following:

11.2.1 A detailed description of the work that the Contractor expects to undertake in the implementation of the development plan during such Financial Year,

11.2.2 The volume of Hydrocarbons pertaining to Crude Oil and Natural Gas that the Contractor expects to deliver to the Owner for the Incremental Production during such Financial Year.

11.3 The Joint Monitoring Committee after 31st October shall decide on the Annual Work Programme and shall deliberate and discuss the Annual Work Programme and in the event of any change, revision or amendment in the proposed Annual Work Programme may make such suggestions and recommendations to the Contractor.

ARTICLE- 12

12.0 FEES AND PAYMENT TERMS

12.1 Fee

12.1.1 Owner shall pay to the Contractor the Fee determined in the manner set forth herein below. The Fee will be calculated and paid monthly beginning with the Effective Date on the basis of statements and invoices presented by the Contractor pursuant to the revenue realised from the sale of Net Incremental Production and subject to the provisions of this Contract.

12.1.2 "Revenue" for the purposes of determining the Fee under Article 12.1 shall be all amounts that are realized from the sale of Net Incremental Production net of taxes on sales, on account of or in relation to the Petroleum produced and saved from the Contract Area, during a Month after the Effective Date; Less: Royalty and Cess, and all other statutory levies including GST payable on Royalty, Cess and other applicable levies.

12.1.3 The Fee for each month shall be calculated as per the following formula:

$$F = (1-Z) \times R$$

Where,

F is the Fee applicable for the month inclusive of the applicable GST

Z is [] % i.e. the Owner's share of the Revenue as quoted by the Contractor

R is the Revenue computed for each Month from the sale of Incremental Production computed in accordance with Article 12.1.2.

The total fee payable to the Contractor is the summation of the fees for Crude Oil and Natural Gas shall be computed as per formula defined in Article 12.1.3

- 12.1.4** The Owner shall inform the Contractor no later than 7 days from close of each month the "Revenue", in INR as realised in the respective crude oil sales agreement and/or gas sales agreement, if any for the said Month along with all necessary details and supporting document. Accordingly, on basis of the "Revenue" notified by the Owner, the Contractor shall raise an invoice to the Owner. The Owner shall make payment no later than 21 days from the receipt of the invoice from the Contractor. Any GST applicable on Fee shall be borne by the Contractor.
- 12.1.5** In the event of any dispute in a portion or whole of any invoice, the Owner shall make payment of undisputed portion and shall promptly notify the Contractor in writing for the remaining portion to mutually resolve the dispute and if resolved in part or full, such payment shall be settled between the Parties within Ten (10) days of such settlement.
- 12.1.6** In the event of dispute on the invoice is reported by the Owner after making the payment, the Contractor shall refund any undue payment upon the resolution of the dispute. Any amount required to be refunded by the Contractor shall be settled between the Parties within Ten (10) days of such settlement.
- 12.1.7** Payment by the Owner shall not constitute a waiver of the Owner's right to object to all or part of such invoice, provided that the Owner raises such dispute within a period of twelve (12) months from date of issue of invoice. Further, in no circumstances the Contractor shall have the right to retain any Hydrocarbons as Fee or otherwise.
- 12.1.8** The Contractor shall raise the invoice to the Owner along with a list of all supporting document as may be required for the purpose of invoice.
- 12.1.9** The liability to pay all applicable taxes on the Fee shall be solely borne by the Contractor. Any change or amendment in the rate of Taxes applicable on Fees

shall be borne by the Contractor and shall not be construed to be an event of Force Majeure.

12.2 Incentive Payment

- 12.2.1** The Contractor shall have the right to claim incentive (Incentive) from the Owner in the event the Production exceeds the sum of Net Incremental Production corresponding to the quoted Incremental Production and Net Baseline Production corresponding to the Baseline Production, from the Contract Area. In such event, in addition to the Fee as provided in Article 12.1.3, the Contractor shall also have the right to receive additional consideration computed as per the provisions of Article 12.2.8.
- 12.2.2** In the event the Effective Date occurs prior to the end of the second Quarter of a Financial Year, the said Financial Year shall be considered in full towards the calculation of Incentive. In the event the Effective Date occurs after the end of the second Quarter of a Financial Year, the subsequent Financial Year shall be considered towards the calculation of Incentive.
- 12.2.3** Incentive shall be calculated and paid in a block of 3 review periods (herein for the purpose of Article 12.2, "review period" to be referred to as "Review Period"). Each Review Period shall be for a block of 5 (five) Financial Year. The (1st) first Review Period shall commence from the Effective Date and in accordance with Article 12.2.2 and end on the last day of the (5th) Financial Year. Similarly, (2nd) second and (3rd) third Review Period, shall commence from the beginning of the (6th) sixth Financial Year and (11th) eleventh Financial Year, respectively and ending on last day of the (10th) Financial Year and (15th) Financial Year respectively, from the Effective Date. In the event of any extension of the Contract Period as provided under Article 2.2, the 4th or any further Review Period shall be construed in a block of five years, till the Termination Date and as per the methodology provided under this Article 12.2.3.
- 12.2.4** It is agreed between the Parties that the Incentive payment shall be calculated and paid for the respective Review period and no Incentive payment shall be carried forward and adjusted in the subsequent Review

Period(s). The Incentive shall be computed no later than 1 month from the end of each Review Period and the payment for the Incentive shall be made by the Owner to the Contractor within a period of 30 days from the date of final computation of the Incentive by the Owner.

12.2.5 The Incentive for Crude Oil and Natural Gas respectively shall be computed separately. The sum of the Incentive for Crude Oil and Natural Gas then, shall be the total Incentive payment to the Contractor for that Review Period.

12.2.6 The Incentive for the Crude Oil shall be calculated as per the following formula:

$$Io = (Po) \times (Do) \times (Z) \times (Ao - No)$$

Where,

Io is the Incentive payment for Crude Oil for the respective Review Period

Po is the price of Crude Oil realized from the sale of the Crude Oil Production in the Review Period, Net of Sales Tax, Royalty and Other levies.

Do is the ratio of (Ao-No) to No or 50%, whichever is minimum

Z is [] % i.e. the Owner's share of the revenue as quoted by the Contractor

Ao is the actual Crude Oil Production by the Contractor in the Review Period, delivered at the Custody Transfer Point.

No is the sum of Net Baseline Oil Production corresponding to the Baseline Oil Production and Net Incremental Oil Production corresponding to the quoted Incremental Oil Production, for a Review Period.

*In the event **(Ao-No)** is negative, the **Io** for the said Review Period shall deemed to be (0) Zero.*

12.2.7 The Incentive for Natural Gas shall be calculated as per the following formula:

$$I_g = (P_g) \times (D_g) \times (Z) \times (A_g - N_g)$$

Where,

I_g is the Incentive payment for Natural Gas for the respective Review Period

P_g is the price of Natural Gas realized from the sale of the Natural Gas Production in the Review Period, Net of Sales Tax, Royalty and Other levies.

D_g is the ratio of (A_g-N_g) to N_g or 50%, whichever is minimum

Z is [] % i.e. the Owner's share of the revenue as quoted by the Contractor

A_g is the actual Natural Gas Production by the Contractor in the Review Period, delivered at the Custody Transfer Point.

N_g is the sum of Net Baseline Gas Production corresponding to the Baseline Gas Production and Net Incremental Gas Production corresponding to the quoted Incremental Gas Production, for a Review Period.

*In the event (**A_g-N_g**) is negative, the **I_g** for the said Review Period shall deemed to be (0) Zero.*

12.2.8 The total Incentive payable to the Contractor shall be:

$$I = I_o + I_g$$

Where,

I is the total Incentive payment for the respective Review Period

I_o is the Incentive for the Crude Oil as calculated in Article 12.2.6

I_g is the Incentive for the Natural Gas as calculated in Article 12.2.7

12.3 Shortfall Penalty

12.3.1 Enhancement of the Production from the Contract Area is the essence of this Contract. The Contractor shall be liable to pay a penalty payment (hereinafter referred to as Shortfall Penalty), in the event it delivers to the Owner, an actual

Production which is less the sum of Baseline Production and 90% of quoted Incremental Production, from the Contract Area.

- 12.3.2** In the event the Effective Date occurs prior to the end of the second Quarter of a Financial Year, the said Financial Year shall be considered in full towards the calculation of Shortfall Penalty. In the event the Effective Date occurs after the end of the second Quarter of a Financial Year, the subsequent Financial Year shall be considered towards the calculation of Shortfall Penalty.
- 12.3.3** Shortfall Penalty shall be calculated and paid in a block of 3 review periods (herein for the purpose of Article 12.2, "review period" to be referred to as "Review Period"). Each Review Period shall be for a block of 5 (five) Financial Year. The (1st) first Review Period shall commence from the Effective Date and in accordance with Article 12.3.2 and end on the last day of the (5th) Financial Year. Similarly, (2nd) second and (3rd) third Review Period, shall commence from the beginning of the (6th) sixth Financial Year and (11th) eleventh Financial Year, respectively and ending on last day of the (10th) Financial Year and (15th) Financial Year respectively, from the Effective Date. In the event of any extension of the Contract Period as provided under Article 2.2, the 4th or any further Review Period shall be construed in a block of five years, till the Termination Date and as per the methodology provided under this Article 12.3.3.
- 12.3.4** It is agreed between the Parties that the Shortfall Penalty shall be calculated and charged in the respective Review period only and no Shortfall Penalty shall be carried forward for adjustment to the subsequent Review Period (s). The Shortfall Penalty shall be computed no later than 1 month from the end of each Review Period and the payment for such Shortfall Penalty shall be made by the Contractor to the Owner within a period of 30 days from the date of final computation of the Shortfall Penalty by the Owner. In the event of failure by the Contractor to pay to the Owner the Shortfall Penalty as calculated in terms of Article 12.3, the Owner shall have the right to invoke and encash the Performance Bank Guarantee.
- 12.3.5** The Shortfall Penalty for Crude Oil and Natural Gas respectively shall be computed separately. The sum of Shortfall Penalty for Crude Oil and Natural

Gas then, shall be the total Shortfall Penalty to be paid by the Contractor for that Review Period.

12.3.6 The Shortfall Penalty for Crude Oil shall be calculated as per the following formula:

$$SPo = USD\ 2/ \text{ barrel of Crude Oil } \times (No - Ao)$$

Where,

SPo is the Shortfall Penalty for Crude Oil for the respective Review Period.

No is the sum of Net Baseline Oil Production corresponding to the Baseline Oil Production and 90 %the Net Incremental Oil Production corresponding to the quoted Incremental Oil Production during the Review Period

Ao is the actual Crude Oil Production by the Contractor in the Review Period, delivered at the Custody Transfer Point.

*In the event the quantity **(No-Ao)** is negative, the **SPo** for the said Review Period shall deemed to be (0) Zero.*

12.3.7 The Shortfall Penalty for Natural Gas shall be calculated as per the following formula:

$$SP_g = \text{USD } 0.3 / \text{MMBTU of gas} \times (Ng - Ag)$$

Where,

SP_g is the Shortfall Penalty for Natural Gas for the respective Review Period

Ng is the sum of Net Baseline Gas Production corresponding to the Baseline Gas Production and 90% of the Net Incremental Gas Production corresponding to the quoted Incremental Gas Production during the Review Period

Ag is the actual Natural Gas Production by the Contractor in the Review Period, delivered at the Custody Transfer Point.

*In the event the quantity (Ng-Ag) is negative, the **SP_g** for the said Review Period shall deemed to be (0) Zero.*

12.3.8 The total Shortfall Penalty payable by the Contractor shall be:

$$SP = SP_o + SP_g$$

Where,

SP is the total Shortfall Penalty for the respective Review Period

SP_o is the Shortfall Penalty for the Crude Oil as calculated in Article 12.3.6

SP_g is the Shortfall Penalty for the Natural Gas as calculated in Article 12.3.7

12.4 All payments of Fee and Incentive under this Article 12 shall be made to a single account in India in INR, to be designated by the Contractor in writing prior to the Effective Date. The Contractor shall make the payment towards the Shortfall Penalty, as per the mode and method, as may be suggested by the Owner. In the event of early termination before any Review Period has ended in terms of Article 19 read with Article 23, the Shortfall Penalty or the Incentive payment, as the case may be, shall be calculated on pro-rata basis for such respective Review Period till the Termination Date. The Owner shall be deemed to have fulfilled its obligations to pay the Fee by payment to such designated account.

CONFIDENTIAL

ARTICLE- 13

13.0 TAXES, ROYALTIES, RENTALS, DUTIES AND RESTORATION FUND

- 13.1** The Parties shall comply with all fiscal legislation in India except where, pursuant to any authority granted under any applicable law, they are exempted

wholly or partly exempted from the application of the provisions of a particular law or as otherwise provided herein.

- 13.2** The Owner shall pay the Royalty and all other statutory levies as may be applicable from time to time, to the Authority, of the value of Crude Oil and Natural Gas sold from the Contract Area, in accordance with Article 9 of this Contract. Such Royalty and statutory levies paid by the Owner in relation to the Net Incremental Production, shall be recovered from the revenue realized from the Net Incremental Production.
- 13.3** All taxes, duties and levies on the costs, materials and the services procured by the Contractor for performance of this Petroleum Operations, as applicable under the current law or fiscal legislation in India shall be the sole responsibility of the Contractor.
- 13.4** All Taxes, duties and levies applicable on the Fee including GST, as applicable under the current law or fiscal legislation in India, shall be borne by the Contractor.
- 13.5** In the event of any Site Restoration/ Abandonment/ Decommissioning of the wells, facilities and assets existing prior to the Effective Date, the same shall be borne by the Owner.
- 13.6** It is agreed between the Parties that all costs and expenses towards the liability for Site Restoration/ Decommissioning of the wells drilled and facilities made after the Effective Date (such liability hereinafter referred to as Abandonment Liability) shall be the sole responsibility of the Contractor. The Contractor shall provide the Owner with the detailed list of the new wells and facilities created by it within a period of 15 days from the end of the corresponding Financial Year. The Contractor shall ensure that after the Contract Period it leaves the Contract Area free from all encumbrances.
- 13.7** For the purpose of Article 13.6, the Contractor shall provide the Abandonment Bank Guarantee in terms of Article 14.2 for a sum as may be decided by the Owner at the end of each Financial Year. The amount of such bank guarantee shall be inclusive of the applicable taxes. The said details of the amount by the

Owner shall be provided not later than the end of the two (2) months of the corresponding Financial Year. The Contractor shall submit an Abandonment Bank Guarantee towards the value of Abandonment Liability for every Financial Year within two (2) months of completion of the corresponding Financial year which shall be valid for fifteen (15) months. For the wells and facilities which shall not be abandoned at the end of the Contract Period, the Contractor shall pay to the Owner a sum equivalent to the amount of the Abandonment Bank Guarantee for the corresponding well or facility as the case may be. In the event of failure by the Contractor to pay the Abandonment Liability atleast three (3) months prior to the expiry of the Contract Period, the Owner shall have the right to invoke and encash the said Abandonment Bank Guarantee.

- 13.8** For the purposes of determining the Abandonment Liability for the purposes of this Article 13, the methodology adopted by the Owner for computation along with the rates applicable for the respective Financial Year shall be provided by the Owner. Such Abandonment Liability is indicative for the computation of Abandonment Bank Guarantee only.

ARTICLE- 14

14.0 GUARANTEES

- 14.1** The Contractor shall procure and deliver to the Owner within 60 days of the Execution Date a Performance Bank Guarantee in the form of a an

irrevocable, unconditional bank guarantee, in favour of the Owner, for the amount equal to the **sum of 5% of annualized contract value based on the committed Baseline Production** and 10% **of annualized contract value** of committed Incremental Production computed at a Crude Oil price of **US \$ 48.65** per barrel and a Natural Gas price of **US \$ 1.96** per MMBTU converted at an exchange rate of **INR 75 per US \$**. The Contractor shall provide the Performance Bank Guarantee valid for the entire Contract Period or valid for not less than 12 months provided that it shall be renewed no later than one month prior to the expiry of the existing Performance Bank Guarantee. **However, Fields would be handed over only after submission of Performance Bank Guarantee by the contractor.**

14.2 The Contractor shall procure and deliver to the **Owner an Abandonment Bank Guarantee for every Financial Year within 2 (two) Months of completion of the corresponding Financial Year in the form of an irrevocable, unconditional bank guarantee acceptable to the Owner** from a reputed bank of good standing in India, for the Abandonment Liability which shall be computed as per methodology and rates specified in **Annexure – 5** and updated by Owner from time to time .

14.3 The Contractor will give Bank Guarantee from any of the following categories of Banks:

(a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches/ foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

OR

(b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

OR

(c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

CONFIDENTIAL

ARTICLE- 15

15.0 LOCAL GOODS AND SERVICES

15.1 In the conduct of Petroleum Operations, the Contractor shall:

15.1.1 Give preference to the purchase and use of goods manufactured or produced in India provided that such goods are available on

competitive prices or are better than imported goods with respect to delivery timing, quality and quantity required, price and other terms.

15.1.2 Employ Indian Subcontractors having the required skills or expertise to the maximum extent possible, insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms; further provided that where no such Subcontractors are available, preference shall be given to non-Indian Subcontractors who utilize Indian goods to the maximum extent possible as provided under 15.1.1.

15.1.3 Ensure that the provisions of Article 15.1.1 and 15.1.2 above are incorporated in contracts between the Contractor and its Subcontractors.

15.2 Within sixty (60) days after the end of each Year, the Contractor shall provide the Owner with a report outlining its achievements in utilizing Indian resources during that Year

15.3 The Contractor shall make all endeavours to utilize Indian goods and services in line with the Government initiative of "Make in India": For the purpose of this Article "goods" means equipment, materials and supplies.

ARTICLE- 16

16.0 ENVIRONMENT PROTECTION

16.1 Owner and the Contractor recognize that Petroleum Operations may cause some impact on the environment in the Contract Area. Accordingly, in performance of this Contract, the Contractor shall conduct its Petroleum

Operations in accordance with applicable Laws having due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular;

16.1.1 Employ GIPIP and standards including advanced techniques, practices and methods of operation for the prevention of Environmental Damage in conducting its Petroleum Operations;

16.1.2 Take necessary and adequate steps to:

- I. Prevent Environmental Damage and, where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effect thereof on property and people;
- II. Ensure adequate compensation for injury to persons or damage to property caused by the effect of Petroleum Operations.
- III. Comply with the requirements of applicable laws and the reasonable requirements of OIL from time to time.

16.2 If the Contractor fails to comply with the provisions of Article 16.1.2(i) or contravenes any Law, and such failure or contravention results in any Environmental Damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.

16.3 If OIL has good reason to believe that any works or installations erected by the Contractor or any operations conducted by the Contractor are endangering or may endanger persons or any property of any person, or are causing or may cause pollution, or are harming or may harm fauna or flora or the environment to a degree which OIL deems unacceptable, OIL may require the Contractor to take remedial measures within such reasonable period as may be determined by OIL and to repair any damage to the environment. If OIL deems it necessary, it may also require the Contractor to discontinue Petroleum Operations in whole or in part until the Contractor has taken such remedial measures or has repaired any damage caused.

16.4 The measures and methods to be used by the Contractor for the purpose of complying with the terms of Article 16.1.2 (i) of Article 10.1 shall be discharged in timely consultation with OIL upon the commencement of Petroleum

Operations or whenever there is a significant change in the scope or method of conducting Petroleum Operations and shall take into account the international standards applicable in similar circumstances and the relevant environmental impact study carried out in accordance with Article 10.5 below. The Contractor shall notify OIL, in writing of the measures and methods finally decided by the Contractor and shall cause such measures and methods to be reviewed from time to time in the light of prevailing circumstances.

16.5 For any new project or expansion or modernization projects for Petroleum Operations under this contract, which may require environmental impact studies, the Contractor shall cause a person or persons with special knowledge on environmental matters to carry out environmental impact studies in order:

- a) To determine at the time of the studies the prevailing situation relating to the environment, human beings and local communities, the flora and fauna in the Contract Area and in the adjoining or neighbouring areas; and
- b) To establish the likely effect on the environment, human beings and local communities, the flora and fauna in the Contract Area and in the adjoining or neighbouring areas in consequence of the relevant phase of Petroleum Operations to be conducted under this Contract, and to submit, for consideration by the Parties, methods and measures contemplated in Article 16 for minimizing Environmental Damage and carrying out site restoration activities.

16.6 The first of the aforementioned studies shall be carried out in two parts, namely, a preliminary part, which must be concluded before commencement of any fieldwork relating to a seismographic or other survey, and a final part relating to drilling during the Contract period OIL shall approve the part of the study relating to drilling operations in the Contract Period before the commencement of slick drilling operations, it being understood that such approval shall not be unreasonably withheld.

16.7 The second of the aforementioned studies shall be completed before commencement of Development Operations and shall be submitted by the

Contractor as part of the development plan, before commencement of Petroleum Operations.

16.8 The studies mentioned in Article 16.5 above shall contain proposed environmental guidelines to be followed in order to minimize Environmental Damage and shall include, but not be limited to, the following, to the extent appropriate to the respective study taking into account the phase of operations to which the study relates,

- (a) Proposed access cutting;
- (b) Clearing and timber salvage;
- (c) Wildlife, Marine life and habitat protection;
- (d) Fuel storage and handling;
- (e) Use of explosives;
- (f) Camps and staging;
- (g) Liquid and solid waste disposal;
- (h) Cultural and archaeological sites;
- (i) Selection of drilling sites;
- (j) Terrain stabilization;
- (k) Protection of freshwater horizons;
- (l) Blow out prevention plan;
- (m) Oaring during completion and testing of Gas and Oil Wells;
- (n) Abandonment of Wells;
- (o) Rig dismantling and site completion;
- (p) Reclamation for abandonment;
- (q) Noise control;
- (r) Debris disposal; and
- (s) Protection of natural drainage and water flow.

16.9 The Contractor shall ensure that:

- a) Petroleum Operations are conducted in an environmentally acceptable and safe manner consistent with Good International Petroleum Industry Practices and that such Petroleum Operations are properly monitored;
- b) The pertinent completed environmental impact studies are made available to its employees and to its vendors, contractors and Sub-contractors to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the Petroleum Operations; and
- c) The contracts entered into between the Contractor and its sub-contractors relating to its Petroleum Operations shall include the provisions stipulated

herein and any established measures and methods for the implementation of the Contractor's obligations in relation to the environment under this Contract.

16.10

- a) The Contractor shall, prior to conducting any drilling activities, prepare and inform OIL about contingency plans for dealing with oil spills, fires, accidents and emergencies, designed to achieve rapid and collective emergency response. In the event of an emergency, accident, oil spill or fire arising from Petroleum Operations affecting the environment, the Contractor shall forthwith notify OIL and shall promptly implement the relevant contingency plan and perform such Site Restoration as may be necessary in accordance with Good International Petroleum Industry Practices.
- b) In the event of any other emergency or accident arising from the Petroleum Operations affecting the environment, the Contractor shall take such action as may be prudent and necessary in accordance with Good International Petroleum Industry Practice and Law in such circumstances.

16.11 In the event that the Contractor fails to comply with any of the terms contained in Article 4, OIL, after giving the Contractor reasonable notice in the circumstances, may take any action, which may be necessary to ensure compliance with such terms and shall recover from the Contractor, immediately after having taken such action, all costs and expenditure incurred in connection with such action.

16.12 Notwithstanding other provisions in the Contract, on expiry or termination of this Contract or relinquishment of part of the Contract Area, the Contractor shall Perform all necessary Site Restoration in accordance with Good International Petroleum Industry Practice and take all other action necessary to prevent hazards to human life or to the property of others or the environment.

16.13 All the cost incurred at Site during exploration, development, operation and its Restoration shall be met by Contractor.

- 16.14** Where the Contract Area is partly located on areas forming part of certain national parks, sanctuaries, mangroves, wetlands of national importance, biosphere reserves and other biologically sensitive areas, passage through these areas are generally not permitted for any activity. However, if there is no passage, other than through these areas to reach a particular point beyond these areas, permission of the appropriate authorities shall be obtained by the Contractor.
- 16.15** The obligations and liability of the Contractor for the environment hereunder shall be limited to damage to the environment which:
- a) Occurs after the commencement of operations by Contractor till contract termination/ expiry.
 - b) Results from an act or omission of the Contractor and or its sub-contractor.
- 16.16** Adopting and application of all necessary and desirable measures, practices, equipment and systems to ensure and prevent environmental damage (sub surface, land and air) and adopting all other suitable means to maintain industrial and social harmony in the Contract Area including making payments on such activities.
- 16.17** The Contractor shall not create any charge/ mortgage/ lien or any encumbrance over the assets/ facilities/ equipment/ machinery created in the course of performance of the Contract without permission of OIL and any action of the service provider in contravention of this provision shall be void ab-initio.
- 16.18** Provide all necessary information and access to information and facilities during all necessary inspection, safety and security assessment as required in the Contract or by statutory agencies/ OIL free of cost.
- 16.19** Develop and adopt appropriate quality assurance (QA), quality control (QC), Safety policy and Safety Management System (SMS), Disaster Management Plan (DMP) and Emergency Response Procedure (ERP) and program for work-man health protection and integrate the same with existing plans of OIL. The Contractor may also take necessary accreditation/ certification of fitness

of the Contract Area from third party to demonstrate its commitments to safety and fitness of equipment and systems.

16.20 The Contractor shall follow and strictly adhere to safety and environmental norms as laid down by different Authority(ies) (OISD / DGMS, Pollution Control Boards etc.) for the mining lease area.

16.21 OIL may terminate the Contract in case there is danger to the safety of the facility, environment, surrounding areas, underground Reservoir (s) or the Contract Area activities do not confirm to the Contract or continuation of the Contract is no longer viable for the actions attributable to the Contractor.

16.22 Contractor shall be absolved of any environmental compliance liability arising out of external pipelines/ utilities/ infrastructure belonging to other areas and not covered under this Contract.

16.23 Use And Handling of Radioactive Material

The Parties acknowledges, the radioactive sources used in operations by the Contractor are potentially dangerous both to humans and to animals and should any such source be lost in the well. Special precautions must be taken in fishing operations in order that the container of the source is not broken or damaged, and that such source if not recovered must be isolated by cementing it in place or by some other appropriate means; and the Contractor by performing any service involving the use of radioactive material accepts the possibility of such risks and agrees to take responsibility for any injury to or death or persons or damage to property or any other loss or damage whatsoever, direct or consequential, irrespective of the cause, whether caused by the Sub-contractors personnel or equipment or otherwise, arising from or in any way connected with the use or placing by the contractor of radioactive material in a bore hole. The Contractor shall provide OIL complete information on the construction of radioactive sources, pressure vessels and shields and certificates on usability and safety. The Contractor shall not use any material, which is not certified by the international Atomic Energy Agency (I.A.E.A) for use under the conditions prevailing in the well.

ARTICLE- 17

17.0 INFORMATION, DATA, CONFIDENTIALITY, INSPECTION AND SECURITY

- 17.1** The Parties have entered into a Confidentiality Agreement as per the format prescribed by the Owner. The Parties acknowledge that the said Confidentiality Agreement forms integral part of this Contract.
- 17.2** The Contractor shall promptly provide OIL, free of cost with all data (both in hard copy and digital form) obtained as a result of Petroleum Operations under the Contract including, but not limited to, Geological, Geophysical, Petro physical, Engineering, Well logs, Maps, Magnetic tapes, Cores, Cuttings and Production data as well as all interpretative and derivative data including reports, analysis, interpretations and evaluation prepared in respect of Petroleum Operations (Hereinafter referred to as "Data"). Data shall be the property of OIL, provided, however, that the Contractor shall have the right to make use of such Data, free of cost, for the purpose of Petroleum Operations under this Contract as provided herein.
- 17.3** Contractor may, for use in Petroleum Operations, retain copies or samples of material or information constituting the Data and, with the approval of the OIL, original material, except that where such material is capable of reproduction and copies have been supplied to OIL, Contractor may, subject to the right of inspection by OIL, subject to any applicable regulations, samples or other original data for processing or laboratory examination or analysis, provided that Representative samples equivalent in quality, size and quantity, or, where such material is capable of reproduction, copies of equivalent quality, have First been delivered to OIL. However no paper/booklet/information based on the data generated in contract, is to be published/ shared with third party conferences/ symposiums etc., without consent of OIL.
- 17.4** Contractor shall keep OIL apprised of all developments taking place during the course of Petroleum Operations and shall furnish OIL with full and accurate information and progress reports relating to Petroleum Operations (on a daily, monthly, yearly or other periodic Basis) as OIL may reasonably require, provided that this obligation shall not extend to proprietary technology.
- 17.5** All Data, information and reports given by OIL to the Contractor in terms of this Contract as well as data obtained or prepared by for or on behalf of the

Contractor pursuant to this Contract shall be treated as confidential and, subject to the provisions herein below, the Contractor shall not disclose the Contents thereof to any third party without the consent in writing by OIL.

17.6 The obligation specified in Article 17.4 shall not be restrictive to the extent required so as to prevent Disclosure:

- a) To Affiliates, Contractor or Sub-contractors for the purpose of Petroleum Operations;
- b) To employees, professional consultants, advisers, data processing Centres and laboratories, where required, for the performance of Functions in connection with Petroleum Operations for any Party Comprising the Contractor;
- c) To banks or other financial institutions, in connection with Petroleum Operations.
- d) To the extent required by any applicable law or in connection with any legal proceedings or by the regulations of any stock exchange upon which the shares of a Party comprising the Contractor are quoted;
- e) To OIL departments for, or in connection with, the Preparation by or on behalf of Government of statistical reports with respect to Petroleum Operations or in connection with the Administration of this Contract or any relevant law or for any Purpose connected with Petroleum Operations;
- f) By a Party with respect to any Data or information which, without disclosure by such a party, is generally known to the public.

Provided that the data shall be shared under Article 17.5 (a) to (d), limited to the need to know basis.

17.7 Any Data, information or reports disclosed by the Contractor to any other person pursuant to Article 17.5 (a) to (d) shall be disclosed on the terms that such Data, information or reports shall be treated as confidential by the recipient. Prompt notice of disclosures made by the Contractor pursuant to Article 17.5 shall be given to OIL.

17.8 Any Data, information and reports relating to the Contract Area which in the opinion of OIL might have significance in connection with offers by OIL of open

acreage or an exploration or exploitation Program be conducted by a third party in another area, may be disclosed by OIL for such purposes.

17.9 Where an area ceases to be part of the Contract Area or in case of termination of this Contract, the Contractor shall continue to treat Data and information with respect to the said area as Confidential and shall forthwith deliver to OIL Copies or originals of all Data and information in its possession with respect to the said area. OIL shall, have the right to freely use the said Data and information thereafter.

17.10 OIL shall, at all reasonable times, through duly authorized Owner Representative, be entitled to observe Petroleum Operations and to inspect all assets, Books, records, reports, contracts, samples and Data kept by the Contractor or its Sub-contractors in respect of Petroleum Operations in the Contract Area, provided, however, that the Contractor shall not be required to disclose any proprietary technology

17.11 Breach of Confidentiality:

Contractor agrees that the Data disclosed or originating out of this Contract is confidential in nature. The Contractor shall indemnify and hold harmless OIL and its representatives, affiliates against all Claims, loss, damages, expenses and liabilities arising out of or in relation to the Contractor's and its representatives, Sub-Contractor's breach of its obligation under this Article 17.

17.12 Intellectual Property Rights:

During the term of this Contract, in an effort to address and provide solutions for problems that are specifically related to the performance of this Contract, Contractor may conceive or make new inventions, idea, or discoveries that may be protected by patent or copyright or maintained as a trade secret ("**Intellectual Property**"), OIL agrees that the right, title and interest in and to any such Intellectual Property shall be always be with the Contractor and Contractor is free to use its Intellectual Property, nothing in this Article shall mean to stop Contractor to use its Intellectual Property.

The Contractor shall prepare and maintain an office in India with accurate records & reports of its activities for and in connection with Petroleum Operations so as to present a fair, clear and accurate record of all its activities.

17.13 The Contractor shall submit to OIL regular Reports relating to Petroleum Operations as may be provided by the OIL in its prescribed format.

CONFIDENTIAL

ARTICLE- 18

18.0 USE OF FIXED ASSESTS AND SERVICES

18.1 The Contractor shall have right to use the Fixed Assets to perform Petroleum Operations in the Contract Area as per the provisions of this Agreement.

18.2 The Contractor shall have the non- exclusive right, subject to availability, to use all existing wells in the Contract Area, flow lines, feeder lines, gas injection lines between such wells and gathering stations and electricity lines, gas lines and water lines between the appropriate measurement point and such wells, in addition to the Fixed Assets that are essential for undertaking the Petroleum Operations, owned/ available to OIL. In the event of any leakage or damage, the Contractor shall repair or replace any of such assets regardless of the cause of such damage, loss or destruction.

18.3 In case the Crude Oil and Natural Gas Delivery Point is at the common facilities operated by OIL for further processing and transportation, the processing and transportation charges shall not be levied and such facility may be provided to the Contractor subject to availability. In the event of non- availability of such common facilities for the Contractor, the Contractor shall arrange for the said facilities for processing and transportation at its sole cost and expenses.

18.4 The Contractor shall safeguard and maintain in good condition, subject to normal wear and tear, all assets of OIL that the Contractor uses in accordance with GIPIP.

18.5 The Contractor may use OIL's services (either in – house or contracted from third party) wherever available on a chargeable basis as per mutual agreement. The Contractor and OIL (or concerned third party) may mutually discuss and agree on the terms & conditions including commercial arrangements for utilization of OIL's services in the Contract Area. However, for avoidance of

doubt, any service or cost of operations related to the common facilities shall not be charged to the Contractor.

18.6 Fire & security services shall be the sole responsibility of the Contractor. The Contractor shall take all measures under applicable laws to ensure the security of the Contract Area.

18.7 OIL shall continue to pay lease rent in good faith for the existing land in the Contract Area, if any. In case of failure of OIL to renew the existing lease for the Contract Period due to circumstances beyond its reasonable control, the Contractor may take actions necessary for performance of Petroleum Operations which may include acquisition of the existing land or surrender of existing land, decommissioning and restoration and creation of alternate wells and facilities, at its sole cost and expenses.

The Contractor shall be solely responsible towards the costs and expenses as may be incurred for acquiring new land / lease and other facilities for performance of its obligations under the Contract.

18.8 The Contractor shall maintain a detailed list of infrastructure/ assets created during the Contract Period and shall provide to OIL the list of such assets no later than 15 days from end of each Financial Year.

18.9 The Contractor shall hand over/ transfer the facilities/ infrastructure/ assets created during the term of this Contract to OIL without any financial encumbrance on the Termination Date.

18.10 Any existing or upcoming SCADA system components i.e. RTUs, SCADA operator workstation/ PCs shall be maintained by OIL. However, installation & maintenance of any new process control & instrumentation systems or any of its system components, if required by the Contractor, shall be maintained by the Contractor. Process control & instrumentation system shall include field instruments/ meters, associated wiring, controllers/ DCS etc. If any new controller/ DCS is required to be installed by the Contractor, appropriate OPC servers for sharing all acquired process parameters, historic data, alarms & events, to the existing SCADA system of OIL, shall be implemented by the Contractor.

18.11 The list of facilities/fixed assets that can be handed over to the Contractor in mentioned in the “Information Docket”.

18.12 In case of facilities shared between multiple parties including OIL or Contractor(s) of other Contract Areas or any other concerned party(ies), as the case may be, the Contractor may enter in to a multi – party agreement with all such concerned party(ies) for utilization of such facilities for Petroleum Operations. In case of failure to agree on terms and conditions with other concerned party(ies), the Contractor shall be solely responsible for making necessary arrangements for undertaking Petroleum Operations in the Contract Area, at its own sole cost and expenses.

18.13 In case any asset(s) created prior to handover of operation to Contractor, in the Contract Area needs to be replaced, the Contractor shall undertake necessary replacement(s) for continuing Petroleum Operations and fulfilling the contractual obligations. Any such replacement(s) of the asset(s) shall only be undertaken by the Contractor with the prior consent from Owner. For avoidance of doubt, the cost of replacement(s) shall solely be borne by the Contractor. The Contractor may sell, dispose, or scrap the old asset(s) with prior consent from the Owner. Any proceeds from the sale or disposal of asset(s) shall be realized by the Owner.

ARTICLE- 19

19.0 EXIT OPTION

19.1 Notwithstanding anything contained in this Contract, the Contractor may exercise the option to exit this Contract by giving a notice to the Owner, subject to the condition that such exit option can be exercised only after a period of 3 years from the Effective Date.

19.2 The Contractor while exercising the exit option as provided under Article 19.1 shall give valid reasons detailing the circumstances and facts impacting the continuation of the Contract. Such reasons may include reasons pertaining to but not limited to operations becoming "Uneconomical". The Contractor shall give a notice period of at least One Hundred Eighty (180) days to the Owner. The Owner may accept the exit notice if the reasons provided by the Contractor in the given facts and circumstances are found to be genuine.

19.3 On the acceptance of exit notice pursuant to Article 19.1 and 19.2, the Contractor shall pay to the Owner, an exit fee which shall be an amount equal

a) 100% of the Performance Bank Guarantee in case the exit option is exercised by the contractor before 3 years from the Effective Date.

Or

b) 50% of the Performance Bank Guarantee in case the exit option is exercised by the contractor on or after 3 years from the Effective Date.

On exit by the Contractor, it shall handover the operations and transfer the assets (including the new facilities created by Contractor) related to the Contract Area, on "*as is where is*" basis and at no cost to the Owner.

19.4 Notwithstanding anything contrary to the above provisions, upon such exit by the Contractor, the Parties shall remain liable to fulfilment of its obligation arising out of this Contract prior to the date of exit from this Contract. For

avoidance of doubt, the Contractor shall provide for and carry out Site Restoration/ Abandonment /Decommissioning of the new wells drilled and the new facilities created by the Contractor during the Contract Period until the date of exit, in accordance with the Article 13.

- 19.5** The Petroleum Operation shall be termed as “Uneconomical” for the Contractor if the post- tax net present value at the discount rate of 10% per year (NPV (10)) calculation during the Contract period falls below (0) zero. The Contractor will provide an economic model to the Owner for review which shall contain revenues, expenditures and any other cash flows relating to the Petroleum Operations from the Effective Date up to the month prior to the date which the Contractor gave notice to the Owner under this Article and all estimates of future revenues, expenditure and any other cash flows relating to the Petroleum Operations for the remaining Contract Period. For the avoidance of doubt the model will reflect costs on a nominal basis for future years and all past costs will be recorded on an actual basis.
- 19.6** For the purpose of determining “Uneconomical”, the Contractor shall appoint an expert agency having relevant experience in such matters, with the consent of the Owner to independently validate whether the Petroleum Operations have become “Uneconomical” as provided under Article 19.5. The Contractor shall borne the cost and expenses towards such expert agency solely.

ARTICLE- 20

20.0 ELECTRICITY AND WATER CHARGES

- 20.1** The Contractor shall pay for all the applicable Electricity and Water charges which may be used for installations/wells (existing & new). Upon receipt of bills from concerned authorities, OIL shall provide the Contractor with the bills received by it from such authorities. Contractor shall immediately upon receiving of such bills shall pay to the concerned Authority within the prescribed time line. Any penalty for late payment of the same, if attributable to delay on part of the Contractor shall be borne by the Contractor.
- 20.2** Procurement/ Management of Electricity and Water required for the purpose of operating the field and to fulfil its production commitments, shall be the sole responsibility of the Contractor. OIL shall provide necessary assistance in the capacity of the Owner of the Contract Area.
- 20.3** In the event of failure of the Contractor to pay the electricity and water charges and late fees and taxes, to the concerned authorities as provided under Article 21.1 and 21.2 above, the Owner shall be entitled to deduct the same from the Fee of the Contractor.

ARTICLE- 21

21.0 CONDUCT OF PETROLEUM OPERATIONS

- 21.1** The Contractor agrees to act under this Contract to carry out and execute all activities involved for the Petroleum Operations, in accordance with the Law, this Contract and the relevant development plan, and Annual Work Programme. The Contractor shall be responsible for the full and timely performance of all its obligations under this Contract with respect to the Contract Area and in accordance with the Law.
- 21.2** All operations and activities relating to the provision of the Petroleum Operations shall be carried out by the Contractor in accordance with:
- a) The Law and the decisions of the Authority.
 - b) The requirements of this Contract including all its Annexures, the development plan, the Annual Work Programmes.
 - c) Good International Petroleum Industry Practices.
 - d) Any other Owner's internal standard, regulation or procedure that is duly notified in writing to the Contractor provided that the Contractor consents to their application.
 - e) Any audit or other observation or recommendation made by any Authority.
- 21.3** The Contractor shall apply for and shall obtain and maintain in force throughout the Contract Period all permits required by the Law in order to enable the Contractor to provide the Petroleum Operations (including without limitation permits to allow any works which qualify under the Law as constructions although title to such constructions may vest directly with the Owner), as well as all permits required by Law in consideration of the activities themselves, the assets used, owned or developed during the Contract and the permits and authorisations required by Law in relation to the Contractor's personnel. In the performance of the Petroleum Operations the Contractor shall monitor

permanently its activity and the condition of its sites and assets (including, without limitation the Fixed Assets) to confirm compliance with the Law and the conditions of all the existing permits and authorisations. Likewise, the Contractor shall strictly comply with all written instructions delivered by any Authority to the Contractor or to the Owner where, in the latter case, the Owner has communicated such instructions to the Contractor. If necessary, the Owner will cooperate with the Contractor in obtaining and maintaining such permits in force and will take all reasonable steps that may be requested by the Contractor to cause the issuance of such permits, including making applications in its own name where applications in the name of the Contractor are not possible according to the Law. Any such collaboration by Owner shall not relieve the Contractor from its exclusive responsibility to ensure the obtaining and maintenance of such permits in force in accordance with the Law.

- 21.4** To undertake Petroleum Operations, during the Contract Period, to the extent permitted by the relevant contracts and the Law, Owner shall permit the Contractor the right to use all its rights in land, including but not limited to rights of way and other similar rights of any nature whatsoever relating to the Contract Area and upstream of the Delivery Point, without payment of any lease rent or license fee. The Contractor shall be entitled to use such rights solely in connection with activities relating to the Petroleum Operations, and shall not use them for any other purpose or transfer or otherwise dispose of such rights in any manner without the prior written consent of the Owner. The Contractor shall use such rights in accordance with the instructions received from the Owner and in accordance with the Owner's obligations under the relevant contracts or other source from where such rights were derived and shall comply in all respects with any obligations of the Owner covered by such relevant contracts or sources of the rights which were notified to the Contractor in writing. Such rights in respect of activities relating to the Petroleum Operations are granted to the Contractor with respect to the Contract Area subject to Article 4. However, in no event will the exercise of such rights by the Contractor imply any assignment of title or right from the Owner to the Contractor, nor will it deprive the Owner of the use of such rights for purposes related or unrelated to the activities contemplated in this Contract. The Owner shall provide reasonable assistance to the Contractor upon request in securing any additional rights to facilitate the orderly provision of the Petroleum Operations.

21.5 In the event that the Owner loses or is deprived of, for whatever reason, any of the rights referred to in Article 4, the Contractor agrees that the Owner can no longer make them available to the Contractor and shall not hold the Owner responsible or liable in respect of the loss or deprivation thereof. In such circumstances the Parties shall meet and assess if the loss has any material impact on the and how to mitigate.

21.6 In the event that any activities proposed by Owner in the Contract Area or in any areas adjacent to the Contract Area conflict with or may conflict with any existing or proposed activities of the Contractor, the Contractor and the Owner shall attempt to develop a plan to allow Owner to conduct its activities without interference with the Contractor, provided that in the absence of agreement on such a plan, the following priorities will apply:

21.6.1 Emergency activities (e.g. due to blowout, pipeline rupture etc.) will have absolute priority,

21.6.2 Activities already in progress and activities of the Contractor included in an approved Annual Work Programme will have priority over proposed activities, and

21.6.3 Otherwise, Owner's proposed activities will have priority.

In any event, Owner will, except in emergency circumstances, give the Contractor at least 30 (thirty) days' notice of any planned activities that may conflict with activities of the Contractor in the Area.

In addition, the Contractor will give to Owner Representative at least 30 (thirty) days' notice of any planned activities that may conflict with activities of Owner in the Contract Area.

21.7 The Contractor undertakes to conduct its activities in an efficient and cost effective manner.

21.8 The Contractor shall coordinate its activities in providing the Petroleum Operations with the activities conducted by Owner in and around the Contract Area. In particular:

21.8.1 The Contractor shall ensure that its automation and information **systems are capable of interfacing with those of Owner.**

21.8.2 The Contractor shall endeavour to utilise equipment in connection with the Petroleum Operations that is consistent with the norms and standards of the Owner, to the extent consistent with the Contractor's obligations under this Contract, including without limitation the Contractor's obligations Article 4.

21.9 Owner shall provide the Contractor with such information as the Contractor may reasonably request to permit the Contractor to comply with its obligations under this Article 22.9.

ARTICLE- 22

22.0 INSURANCE, LIABILITY AND INDEMNIFICATION

22.1 Insurance

22.1.1 OIL will continue to maintain insurance for its onshore assets as per its standard package policy.

22.1.2 The Contractor shall, at his own expense, arrange appropriate insurance to cover all assets created by it and risks assumed by the Contractor under this Contract in respect of its personnel deputed under this Contract as well as Contractor's equipment, tools and any other belongings of the Contractor or their personnel including the additional facilities created for the purpose of the Contract during the entire term of their engagement in connection with this Contract. OIL shall have no liability towards such risks.

22.1.3 The Contractor may at its own cost take such additional insurance as it deems necessary after review of the comprehensive policy maintained by the Owner. Copy of insurance maintained by the Owner shall be made available to the Contractor on request.

22.1.4 Notwithstanding the above provisions the liability to restore all assets and operations in the event of an accident shall solely be on the Contractor

22.1.5 Waiver of subrogation:

All insurance policies of the Contractor with respect to the Petroleum Operations conducted by it shall be endorsed by the underwriter in accordance with the following policy wording:-

The insurers hereby waive their rights of subrogation against any individual, Company, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Contractor”.

If any of the above policy expires or/ are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, the Owner may replace same and charge the cost thereof to Contractor. Any delay and latches in any insurance as is required to be carried by the Contractor for any reason whatsoever, the losses resulting shall be to the sole account of the Contractor.

The said insurance shall be effected within insurance company incorporated and registered in India or jointly with a company of International repute and an Insurance Company incorporated and registered in India.

22.1.6 The Contractor shall provide the Owner with satisfactory evidence that it has obtained and is maintaining in force all the insurances including, without limitation, third party liability and other insurance policies typically taken out in accordance with the international standards from reputable insurance companies with regard to the Petroleum Operations, in each case covering such risks and in such amounts as Owner notifies to the Contractor. In case of third party damages due to Contractor's negligence causing well blow-outs the Contractor's insurance policies shall be primary.

22.1.7 The insurance shall without prejudice shall cover the following:

- (a) loss or damage to all installations, equipment and other assets, after the Effective Date, for so long as they are used in or in connection with Petroleum Operations; provided however, that if

for any reason the Contractor fails to insure any such installation, equipment or assets, it shall replace any loss thereof or repair any damage caused thereto;

- (b) loss, damage or injury caused by pollution in the course of or as a result of Petroleum Operations;
- (c) loss of property or damage or bodily injury suffered by any third party in the course of or as a result of Petroleum Operations for which the Contractor may be liable;
- (d) any claim for which the Owner may be liable relating to the loss of property or damage or bodily injury suffered by any third party in the course of or as a result of Petroleum Operations for which the Owner is liable to indemnify the Central, or the State Government;
- (e) with respect to Petroleum Operations offshore, the cost of removing wrecks and cleaning up operations following any accident in the course of or as a result of Petroleum Operations; and
- (f) the Contractor's liability to its employees engaged in Petroleum Operations.

22.2 The Contractor may in its discretion require its sub-contractor to obtain and maintain insurance against the risks referred above relating mutatis mutandis to such Subcontractors. Notwithstanding anything to the contrary in this Contract, any restriction of liability of the Contractor shall not be applicable if and to the extent that the Contractor's liability is covered by an insurance policy, up to the insured amount. In case the Contractor fails to keep in force the insurance policy, breaching its contractual obligations, the said restriction of liability shall not be applicable as far as the Contractor's liability would have been covered by the respective insurance policy.

22.3 Liability of the Parties

22.3.1 *Liability for personnel and property*

A Party (the "**First Party**") shall be responsible to the other Party (the "**Other Party**") for and shall save, indemnify, defend and hold harmless the Other Party against:

All Claims of the Other Party in respect of injury, disease or death of any person caused by or resulting from any Gross Negligence or Wilful Misconduct, fault or breach of duty of the First Party.

All Claims of the Other Party for loss of and damage to the facilities, properties, equipment and other assets of the Other Party (other than normal wear and tear in the ordinary course of operations) resulting from any Gross Negligence or Wilful Misconduct, fault or breach of duty of the First Party.

In respect of the facilities, properties, equipment and other assets of the Other Party, the liability arising under this Clause shall be limited to returning at the Contractor's cost such facilities, properties, equipment and other assets of the Other Party to the conditions they were in immediately prior to such loss or damage.

22.3.2 Contractor's liability for subsurface damage and well control

The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless Owner against all Claims in respect of damage to any reservoir, geological formation or underground strata or loss of oil or gas therefrom, howsoever arising including without limitation the loss of the production that would have been originated therefrom, any damage resulting from the loss of such reserves, all the expenditure incurred by Owner in order to identify the reservoir, geological formation or underground strata which was thus damaged, the clean-up and any remediation thereof, resulting from any Gross Negligence or Wilful Misconduct. For any pollution thus caused, the Contractor shall be liable in accordance with Environmental Law and with the Contract.

- (i) *The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the Owner against all Claims:*
- (ii) for any injury, loss or damage caused by any blow out, including all related control, containment and clean-up costs and the costs of the reparation and remediation of any such loss or damage and arising from or in connection with loss of or damage to any well or hole or

fire, explosion, cratering or other uncontrolled well condition, resulting from Gross Negligence or Wilful Misconduct of the Contractor.

(iii) For any pollution thus caused by the Contractor in accordance with Environmental Law and this Contract.

22.3.3 Liability for third party Claims

Except when expressly provided otherwise, the Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the other Party against any and all Claims brought by or on behalf of any third party for:

- a) damage to or loss of property of such claiming third party or
- b) injury to, illness or death of any claiming third party or any person employed or engaged by any claiming third party

22.3.4 Consequential Loss

In no event shall any Party be liable to the other Party for any Consequential Loss that such Party or any member of such other Party's Group may suffer or incur.

Notwithstanding anything to the contrary contained in this Contract, both Parties acknowledge that any loss of physical Production, any damage of the reserves or any damage to the reservoir, geological formation or underground strata does not fall within the scope of Consequential Loss and should be deemed a direct damage and the Contractor shall be liable to the Owner for any such loss resulting from any Gross Negligence or Wilful Misconduct, fault or breach of duty of the Contractor. In respect of this Clause, loss of physical Production means, but is not limited to:

- a) Leakage emanating from facilities, property, equipment or assets operated by the Contractor wherever located within the Area.
- b) Leakage emanating from the new subsurface pipelines, which were not in existence at the Effective Date
- c) Leakage emanating from drilling and any other operation/activity performed by the Contractor on or with respect to any new wells which were not in existence at the Effective Date.

Also, both Parties acknowledge that any environmental losses shall be viewed as direct damage and shall be thus excluded from the definition of Consequential Loss.

22.3.5 *Pre-Effective Date Environmental Claim and Clean-up Liability*

The Contractor shall not have any liability for any Pre Effective Date Environmental Claim and Clean-up Liability, and Owner shall be liable for such Pre Effective Date Environmental Claim and Clean-up Liability.

In the event that the Contractor is threatened with, or reasonably and justifiably believes it may be held liable for, any Pre- Effective Date Environmental Claim and Clean-up Liability, the Contractor shall promptly notify the Owner in writing and follow the Owner's reasonable instructions with respect to such Pre-Effective Date Environmental Claim and Clean-up Liability. The Contractor shall take all steps subject to prior written instructions from the Owner for any and all necessary steps in order to allow the Owner to defend such threatened or raised Claims from third parties and mitigate to the extent possible the effects of such Claims.

In case of such Pre-Effective Date Environmental Claim and Clean-up Liability, the Contractor shall act as a services provider (where permitted under the Law) to the Owner.

Upon the Contractor having complied with obligations in this Article, the Owner will reimburse to the Contractor the amount effectively incurred by the Contractor as Pre-Effective Date Environmental Claim and Clean-up Liability based on supporting documents to be provided in original by the Contractor to the Owner upon claiming such amounts from the Owner whether or not the Owner obtains any reimbursement for such liabilities.

22.3.6 *Post-Effective Date Environmental Claim and Clean-up Liability*

The Contractor shall be exclusively liable for, and shall save, defend, indemnify and hold harmless the Owner from and against any Post-Effective Date Environmental Claims and Clean-up Liabilities arising as a result of:

- (a) Pollution emanating from the surface and subsurface assets after the Effective Date.
- (b) Pollution emanating from any new surface and subsurface assets (including, inter alia, new pipelines) acquired or developed by the Contractor after the Effective Date.
- (c) The drilling and operation/activities performed by the Contractor on or with respect of any new wells which were not in existence as of the Effective Date.
- (d) Pollution emanating from facilities, property, equipment or assets used or operated by the Contractor wherever located, whether owned, hired, leased, used by or otherwise provided to the Contractor and the related control, containment and clean-up costs thereof and the costs of the reparation and remediation of any such loss and damage.
- (e) The installation and operating by the Contractor of new subsurface pipelines, which were not in existence at the Effective Date,

With the exception in each case of situations where such Post-Effective Date Environmental Claim and Clean-up Liability are exclusively attributable to acts or omission of the Owner.

In the event that the Owner is threatened with, or reasonably believes it may be held liable for any Post-Effective Date Environmental Claim and Clean-up Liability where such is the responsibility of the Contractor in terms of this Contract, it shall promptly notify the Contractor in writing and follow the instructions agreed together with the Contractor with respect to such Post-Effective Date Environmental Claim and Clean-up Liability in order to allow the Contractor to fight such Claims and mitigate the impact of such Claims. The Contractor shall promptly reimburse the Owner for any Post-Effective Date Environmental Claim and Clean-up Liability that the Owner may suffer or incur

to the extent to which such liability is the liability of the Contractor under this Clause.

22.3.7 *Liability for fines imposed by public authorities*

In the event the Owner is held liable by any Authority for reasons regarding the manner in which the Petroleum Operations have been performed or for consequences of the Petroleum Operations, the Contractor shall immediately upon demand without demur reimburse the Owner the value of such penalties, cost, damage or other expense imposed by the Authority within the payment deadline specified in the document issued by the respective Authority. The failure to observe such deadlines shall trigger for the Contractor penalties and interests in the amount owed under Law.

ARTICLE- 23

23.0 TERMINATION

23.1 This Contract shall be terminated on the following grounds:

- a) On the expiry of the Contract Period.
- b) Either Party shall have the right to terminate this Contract on account of Force Majeure, as set forth in Article 24.
- c) On exit by the Contractor in terms of Article 19.
- d) In the event the Contractor at any time during the term of this Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Owner shall, by a notice in writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

23.2 The Owner may terminate this Contract by giving a notice, exclusively based on the failure of the Contractor to fulfil the respective obligations and only if such failure has not been remedied by the Contractor within a remedy period of Ninety (90) days from the receipt by the Contractor of such notice sent by the Owner, in the event that:

- a) the violation of the conditions of the Mining Lease of the Owner by the Contractor, whether or not such violation materializes or not in a warning or any other sanction imposed or threatened by Authorities;
- b) the material breach of the provisions of this Contract by the Contractor;
- c) Contractor fails to notify an Effective Date within the stipulated period of 210 days or extended period as agreed between the Parties as per the provision of Article 3;
- d) At the end of the third Financial Year from the Effective Date, if the cumulative Production is less than the 90% of the cumulative Baseline Production;
- e) In the period starting from the fourth year till the end of Contract Period, if in any relevant Financial Year, the cumulative production is less than the sum of cumulative Baseline Production and 30% of the cumulative Incremental Production quoted by the Contractor and if the Contractor fails to make up such deficiency and such deficiency has continued for a period of (2) two Financial Year; or
- f) Contractor fails to maintain the Performance Bank Guarantee or Abandonment Bank Guarantee as per the provisions of this Contract; or

g) Contractor assigns its interest, rights or obligation to its Affiliate, subsidiary or any other party without prior consent of the Owner

23.3 The Contractor shall pay to the Owner, a termination fee equal to the value of the Performance Bank Guarantee and shall handover the operations and transfer the assets (including the new facilities created by the Contractor) related to the Contract Area, at no cost basis. Such termination fee shall not be applicable if the Contract is terminated on account of Force Majeure or upon expiry of the Contract Period.

23.4 In case if the Owner fails to renew the right to mine in the Contract Area during the Contract Period, the Contractor shall have the right to terminate the Contract and on such termination, the Owner shall pay the Contractor a termination fee equal to 20% of the Performance Bank Guarantee. The Contractor on receiving the termination fee shall handover the operations (including the control and ownership of assets) of the Contract Area.

Notwithstanding anything contrary to the above provisions, upon termination of this Contract, the Parties shall remain liable to fulfilment of its obligation arising out of this Contract for the Petroleum Operations prior to the termination of the Contract.

ARTICLE- 24

24.0 FORCE MAJEURE

- 24.1** Any non-performance or delay in performance by any Party hereto of any of its obligations under this Contract, or in fulfilling any condition of any License or Lease granted to such Party, or in meeting any requirement of the Act, the Rules or any License or Lease, shall, except for the payment of monies due under this Contract or under the Act and the Rules or any law, be excused if ,and to the extent that ,such non-performance or delay in performance under this Contract is caused by Force Majeure as defined in this Article.
- 24.2** For the purpose of this Contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance. Without limitation to the generality of the foregoing, the term Event of Force Majeure shall include natural phenomena or calamities, earthquakes, typhoons, fires, wars, hostilities, invasions, blockades, riots, industrywide strike, civil disturbances insurrection, any law, rules, regulations, orders, judgements, decrees or other legislative measures having force of law issued by the Authority, which permanently impairs the ability of the affected Party to perform its obligation in full under the Contract. Without prejudice to the generality of the above definition, strike called by the workers of the Contractor or its sub-contractors shall not qualify as Force Majeure.
- 24.3** Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than seven (7) days after the occurrence of the event of Force Majeure, notify the other Party in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension. The other Party may, at its discretion, accept notice of occurrence of a continuing Force Majeure after seven (7) days of the occurrence of the said Force Majeure, if the rights of the other Party are not adversely affected due to delayed submission of notice of occurrence of Force Majeure.

- 24.4** A Party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Contract. The Party affected shall promptly notify the other Party and Joint Monitoring Committee as soon as the Force Majeure condition has ceased and no longer prevents it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.
- 24.5** The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Article and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure.
- 24.6** Where a Party is prevented from exercising any rights or performing any obligations under this Contract due to Force Majeure and has suspended obligation pursuant to Article 24.3 by serving notice within 7 days of occurrence of the event, the time for the performance of the obligations affected thereby and for performance of any obligation or the exercise of any right dependent thereon, and the term of this Contract, may be extended to the extent of Force Majeure period or by such period as may be approved by the other Party.
- 24.7** The Party which has given notice of an Event of Force Majeure shall endeavour to mitigate the effects of such Event of Force Majeure on the performance of its obligations within a period of six (6) months from the date of notification of such event of Force Majeure by the affected Party. Where an Event of Force Majeure continues for more than six (6) months, the Parties shall meet to review the situation and its implications for operations and to discuss the appropriate course of action in the circumstances. If the effect of the Force Majeure continue to impede the development or exploitation or production activities relating to the Contract Area beyond nine (9) months, either Party may terminate the Contract, by further issuing a written notice of two (2) month.

ARTICLE- 25

25.0 APPLICABLE LAW

- 25.1** This Contract shall be governed and interpreted in accordance with the laws of India.
- 25.2** Nothing in this Contract shall entitle the Contractor to exercise the rights, privileges and powers conferred upon it by this Contract in a manner, which will contravene the laws of India.
- 25.3** The English language shall be the language of this Contract and shall be used in arbitral proceedings. All communications, hearing or visual materials or documents relating to this Contract shall be written or prepared in English.
- 25.4** The laws shall also include any amendments, revisions, modifications thereof.
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ARTICLE- 26

26.0 TECHNICAL EXPERT

- 26.1** In the event any provision of this Contract requires or provides for any matter to be referred to a technical expert (the "Expert") for determination this Clause shall apply.
- 26.2** The Expert shall be a reputable individual or an agency with recognized authority and possessing expert knowledge and experience for the determination of the matter in question and shall be independent of the Parties. The Expert shall be appointed by agreement between the Parties to the dispute within 30 (thirty) days after a Party has requested the appointment. Representatives of the Parties shall have the right to consult with the Expert and provide him with data and information, taking into consideration that the Expert may impose reasonable limitations on this right. The Expert shall be free to evaluate the extent to which any data, information or other evidence is substantiated or pertinent. Such Expert shall determine the matter in question within 60 (sixty) days after his appointment on the basis of terms of reference agreed between the Parties or otherwise as the Expert may himself determine as an expert and not as arbitrator, and such determination shall be final and binding on the Parties hereto, except as otherwise provided herein. All costs of such Expert shall be borne by the Party against whose interest the substantiated opinion has been rendered.

ARTICLE- 27

27.0 DISPUTE RESOLUTION

- 27.1** The Parties will use all reasonable efforts to resolve any and all contractual or other disputes or Claims arising out of or in connection with this Contract, including but not limited to any questions regarding its existence, performance, breach, validity or termination thereof or the exercise of the powers of the Joint Monitoring Committee (the "Dispute") by amicable discussions between the Parties.
- 27.2** In the event of a Dispute, either Party shall serve a written notice upon the other Party (the "Dispute Notice") proposing that the Parties seek to resolve the Dispute by amicable negotiation. If a Dispute is not amicably settled within 15 (fifteen) days as of the receipt of the Dispute Notice or such extended time as the Parties may agree upon, either Party may require that senior management of each Party meet in person or by phone within 25 (twenty five) days of the Dispute Notice to attempt to resolve the Dispute.
- 27.3** If a Dispute is not amicably settled within 30 (thirty) days as of the receipt of the Dispute Notice, such Dispute shall at the request of either Party, to the exclusion of the ordinary courts be referred to and finally resolved through arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time) by 3 (three) arbitrators. The Parties shall appoint one arbitrator each and the Arbitrators so appointed shall appoint the third Arbitrator which shall act as the presiding Arbitrator.
- 27.4** If any Party fails to appoint an Arbitrator within thirty (30) days of receipt of the written request to do so, or if the Arbitrators, so appointed by the Parties fail to agree on the appointment of the third Arbitrator within thirty (30) days of the appointment of the last arbitrator to the Arbitral Tribunal, the third arbitrator shall be appointed in accordance with Arbitration and Conciliation Act, 1996 as amended from time to time.
- 27.5** The seat of arbitration shall be New Delhi. The language of arbitration shall be English, including oral hearings, written evidence and correspondence. The arbitral award shall determine the liability of the Parties as to the costs incurred by the Parties. The award of the arbitrators will be final and binding, and enforceable against the Parties, subject to the mandatory procedures of the Law. Judgment upon the award may be entered in any court having jurisdiction

and application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

27.6 The provisions of this Contract relating to arbitration shall continue in force notwithstanding the termination of this Contract.

27.7 Subject to any order to the contrary by the arbitral tribunal, the Parties shall share the cost of arbitration equally.

CONFIDENTIAL

ARTICLE- 28

28.0 NOTICES

28.1 All notices and other communications issued pursuant to this Contract must be in writing and quote this Contract. Whenever practicable, all such notices shall be sent by fax or other electronic means. When this is not practicable, notices may be delivered by hand to an authorised representative of the recipient Party or sent by registered first class post (postage and charges prepaid) to the address specified in Article 28.2. Any notice or other communication given as aforesaid shall be deemed to have been given at the time of delivery (if delivered by hand) or when received (if sent by registered/speed post).

Any party may, by reasonable notice as provided hereunder to the other parties, change its address and other particulars for notice purpose.

28.2 All notices to be given to the Owner under this Contract must be sent to:

Fax No: [PLEASE ENTER]

Email: [PLEASE ENTER]

Address: [PLEASE ENTER]

Marked for the attention of: [Non Operated Assets Manager]

All notices to be given to Contractor under this Contract must be sent to:

Fax No: [PLEASE ENTER]

Email: [PLEASE ENTER]

Address: [PLEASE ENTER]

Marked for the attention of: [PLEASE ENTER]

ARTICLE- 29

29.0 MISCELLANEOUS

29.1 Assignment:

The Contractor shall not, save with the previous consent in writing of the OIL, transfer or assign the Contract or any part thereof in any manner whatsoever. However, such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract and Contractor shall be fully responsible for the job hereunder and for the execution and performance of the Contract.

29.2 Certificate:

The Contractor shall furnish, prior to Execution of this Contract, a duly authorized copy of a resolution properly and legally passed by the Board of Directors of the Contractor authorizing its President or any Vice-President or any other representative to execute this Contract along with a certificate duly signed by the Secretary or an Assistant Secretary of the Contractor under its seal in this regard and to the effect that the Contractor has the power and authority to enter into this Contract and to perform its obligations thereunder and has taken all necessary action to authorize the execution, delivery and performance of the Contract.

29.3 Novation of Existing Contracts

The parties, with mutual agreement, may novate existing contracts entered by OIL in relation to Petroleum Operation in the Contract Area till their validity at the existing terms and conditions as per the list of contracts provided by OIL.

29.4 Relation of Parties

The Contractor shall perform the Petroleum Operations as an independent contractor and the relationship of the Parties hereunder shall in no event be construed to be a partnership or that of principal and agent or employee or employer. The Contractor shall be fully responsible for and save insofar as otherwise expressly provided in this Contract, shall have exclusive direction of its employees, servants, agents and subcontractors and subcontractors' employees, servants or agents and shall direct, control, supervise, inspect and

remain responsible for the manner and method of performing the Petroleum Operations.

29.5 Amendments

Any changes, modifications or amendments to this Contract shall be made only in full compliance with the Law by mutual consent in writing between the Parties. No amendment of this Contract shall be valid unless it is in writing, signed by both the Owner and the Contractor.

29.6 Succession

This Contract shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. The Contractor shall seek prior written consent of the Owner before this Contract is assigned to any third party to this Contract.

29.7 Non-Waiver

The failure to exercise or delay in exercising a right or remedy provided by this Contract or by Law does not constitute a waiver of that right or remedy or of any other rights or remedies that may be available. No single or partial exercise of a right or remedy provided by this Contract or by Law prevents further exercise of that right or remedy or the exercise of any other right or remedy that may be available.

29.8 Severability

Should any term hereof be, in whole or in part, held by a court of competent jurisdiction to be illegal or in conflict with any law, be or become invalid, this shall not affect the validity of the remaining terms hereof and this Contract, except for the case when such invalidity, illegality or conflict with law is of such materiality as to substantially affect the major rights herein granted considered by the Parties as major provisions when entering into this Contract.

The invalid term shall be deemed replaced by a valid term which closest reflects the technical and economic purpose of the invalid term. The same shall apply to any gap of this Contract or to insufficient provisions hereof.

29.9 Survival

Termination shall:

- (a) not relieve the Contractor or the Owner, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination

29.10 Change of status of companies

Subject to the terms of this Article and other terms of the Contract, any Party comprising the Contractor may enter into transaction which may result in change in the management or control of a Company(ies) or the relationship with any guarantor of the Company(ies) with the prior written consent of the Authority provided that the Authority is satisfied that:

- a. Technical and Financial strength of the new Company;
- b. Details of shareholders agreement;
- c. Composition of Board of Directors consequent upon such transaction;

29.11 Integrity Pact

The Integrity Pact duly signed by the Owner and the Contractor shall form an integral part of this Contract.

In witness whereof, the Parties have signed this Contract through their authorised representatives, as above stated, as of the date first hereinabove mentioned:

<p>Signed for and on behalf of: Oil India Limited by a duly authorized representative:</p> <p>_____</p> <p>[____ <i>Name</i> ____]</p> <p>[__ <i>Designation</i> __]</p>	<p>Signed for and on behalf of: [____ Contractor ____] by a duly authorized representative:</p> <p>_____</p> <p>[____ <i>Name</i> ____]</p> <p>[__ <i>Designation</i> __]</p>
<p><i>Signature of the Witness:</i></p> <p>_____</p> <p>[____ <i>Name</i> ____]</p> <p>[__ <i>Designation</i> __]</p> <p>Oil India Limited</p>	<p><i>Signature of the Witness:</i></p> <p>_____</p> <p>[____ <i>Name</i> ____]</p> <p>[__ <i>Designation</i> __]</p> <p>[Contractor]</p>

CONFIDENTIAL

ANNEXURES

CONFIDENTIAL

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BASELINE PRODUCTION

Baseline Oil Production (in Cubic Meter)

Baseline Gas Production (in Thousand Cubic Meter)

Baseline Oil Production (in Cubic Meter)

Baseline Gas Production (in Thousand Cubic Meter)

[illegible]

Monthly Baseline Production for the duration of FY 2022 – 23 to FY 2036-37 for the contract area to be filled in the table

1. Since the monthly baseline production is provided, the actual total production can be used to compute the monthly incremental production and therefore the fees payable
2. In case the contract starts or ends during the middle of a month, then the monthly production will be prorated for the number of applicable days i.e. $\text{Monthly Baseline} / \text{Number of Days in the Month} * \text{Number of Applicable Days in the Month}$. For avoidance of doubt, in case of a leap year, number of days in the month of February shall be considered as Twenty-nine (29).
3. **Number of applicable days in the month is computed as follows**
 - **If (contract effective date falls in the month):** Number of applicable days in the month = Difference between Number of days in the month and Contract effective date plus 1
 - **If (contract effective date doesn't fall in the month & contract end date doesn't fall in the month):** Number of applicable days in the month = Number of days in the month
 - **If (contract end date falls in the month):** Number of applicable days in the month = Number of days in the month till the contract end date

Annexure-2

Delivery Point

(Details will be provided during data viewing)

CONFIDENTIAL

Annexure 3

Asset Details

Table 1: List of Installations to be Handed Over to Contractor [Details will be provided during data viewing]

Table 2: List of Common Facilities available to the Contractor subject to availability of spare capacity [Details will be provided at the time of handover]

Annexure 4

Methodology and Rates for Abandonment Bank Guarantee

Abandonment Liability shall be computed as per methodology and rates as updated by Owner from time to time.

Annexure 5

Quoted Incremental Production

The monthly incremental production for the contract period (15 years or 180 months) as per the successful bidder's quote is provided in the table below for reference.

Year	Month	Incremental Crude Production (m ³)	Incremental Natural Gas Production (Thousand m ³)
Year 1	Month 1		
Year 15	Month 180		

Notes

1. For the purpose of incentive and penalty computations as per Article 12, the quoted incremental production in the above table shall be used appropriately
2. Year 1 is comprised of Month 1 to Month 12, Year 2 is comprised of Month 13 to Month 24 and so on counted from effective date

Annexure 1

FORMAT FOR SUBMISSION OF BIDS

Table of Contents

S.NO.	CONTENTS
Technical Bid	
1(A)	BIDDING ENTITY DETAILS
1(B)	CORPORATE INFORMATION
1(C)	INFORMATION OF TECHNICAL CAPABILITY – CRITERIA I
1(D)	INFORMATION OF TECHNICAL CAPABILITY – CRITERIA II
1(E)	INFORMATION OF FINANCIAL CAPABILITY
1(F)	DOCUMENTS EVIDENCING THE LEGAL EXISTENCE OF THE BIDDING COMPANY
1(G)	AUDITED ANNUAL REPORTS
1(H)	MEMORANDUM OF UNDERSTANDING/JOINT VENTURE AGREEMENT
1(I)	PAYMENT RELATED DETAILS
1(J)	FORM 10F
1(K)	UNDERTAKING FOR CONFORMITY TO BASELINE PRODUCTION
1(L)	UNDERTAKING FOR ACCEPTANCE OF EXISTING PROCESSES
1(M)	DECLARATION BY BIDDERS FOR AUTHENTICITY OF INFORMATION
1(N)	PROFORMA FOR BID VALIDITY
1(O)	PROFORMA CERTIFICATE ON RELATIVES OF DIRECTORS OF OIL
1(P)	PROFORMA FOR CHANGES/MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS
1(Q)	UNDERTAKING REGARDING GST CREDIT
1(R)	DECLARATION ON NOT BEING UNDER BANNING ORDERS ISSUED BY OIL
1(S)	CERTIFICATE OF ACCEPTANCE OF TENDER CONDITIONS
1(T)	CERTIFICATE IN RESPECT OF FRAUD PREVENTION POLICY
1(U)	POWER OF ATTORNEY/LETTER OF AUTHORIZATION FOR PERSON BIDDING IN ONLINE E-BIDDING PORTAL
1(V)	CERTIFICATE IN RESPECT OF POLICY ON CLIMATE CHANGE & SUSTAINABILITY
1(W)	PROFORMA OF INTEGRITY PACT



Tender No. CDG9906P22

1(X)	CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
1(Y-1) 1(Y-2)	PROFORMAS FOR BANK GUARANTEE TOWARDS BID BOND AND BANK GUARANTEE TOWARDS PERFORMANCE SECURITY
Commercial Bid	
1(Z-1) & 1(Z-2)	INCREMENTAL PRODUCTION PROFILE (TO BE QUOTED BY THE BIDDERS)
1(AA-1) &1(AA-2)	BIDDABLE SHARE OF OIL REVENUE



ANNEXURE 1(A)

BIDDER ENTITY DETAILS

Contract Area No. _____

S.No.	Name of Company/Companies	Proposed Percentage of Equity
1		
2		
3		

Place: _____

Signature of Authorized Signatory

(Affix Seal)

Date: _____

Name: _____

Designation: _____

ANNEXURE 1(B)

CORPORATE INFORMATION

Contract Area No. _____

• **Company Information**

S.No.	Details to be Provided	
1	Legal name of the bidding company(s)	
2	Date and Complete Address of Registration	
3	Other addresses including address of Head Office, Regional Offices	
4	Links and interests in other company(ies) – (with details)	
5	Name & contact details of authorized representative of the company for communication on the bid	
6	Name & address of Chairman of Board of Directors	
4	Name & address of Chief Executive Officer	
5	Name & address of the shareholders holding more than 10% of company's stock	
6	Ultimate ownership of shareholding companies and the investing company along with detailed particulars of owners	
7	Presence of investing companies and shareholders in countries across the world, Including collaborations with other foreign companies	
9	Business activities of the company	
10	Name & address of parent company(ies) if applicable	
11	Number of total corporate employees of the company	
12	Number of employees engaged in technical and administrative activities	
13	Details of judgments/arbitral awards against company or consortium members or any corporate member of the group of companies to which the bidder belongs in the	



Tender No. CDG9906P22

	past 10 years. Please mention the nature of the case	
14	Details of any anticipated material events, risks, activities or plans which will have significant impact either positively or negatively on the bidder's ability to perform its obligations in India under the contract	
15	Details of earlier works of bidder in India, if applicable	
16	Details of any termination of or any withdrawal from any earlier contract or license for Exploration, Development or Production of Hydrocarbons in India or abroad by the bidding company/member of bidding consortium	

Key Individuals (Board of Directors)

Contract Area No. _____

S.No.	Full Name	Date of Birth	Parentage	Complete Address	Nationality	Contact

(In case of consortium, each consortium member to provide similar information)

Place: _____

Signature of Authorized Signatory
(Affix Seal)



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Annexures - Production Enhancement Operations in
Marginal Nomination Fields

Tender No. CDG9906P22

Date: _____

Name: _____

Designation: _____



INFORMATION OF TECHNICAL CAPABILITY – CRITERIA I

Contract Area No. _____

The bidder's experience to be provided in the following format on the company's letterhead, duly signed and stamped by authorized signatory. Please mention "Not Applicable" in case this technical criteria is not proposed.

Name of Bidder:

(Experience in hydrocarbon development or hydrocarbon exploration or hydrocarbon production, with atleast 5 wells in the last 10 years)

Name of Field	Description of Field	Details of Principal/Owner	Nature of Services (Hydrocarbon Development/ Exploration/ Production)	Description of Services including location and duration	Type of Contract- PSC, Revenue sharing , PEC, other Risk & Reward contracts (pls specify)

Place: _____
Signatory

Signature of Authorized

(Affix Seal)

Date: _____

Name: _____

ANNEXURE 1(D)

INFORMATION OF TECHNICAL CAPABILITY – CRITERIA II

Contract Area No. _____

The experience of the proposed technically qualified personnel to be provided in the following format on the company's letterhead, duly signed and stamped by authorized signatory. Separate format to be filled for each proposed personnel. Please mention "Not Applicable" in case this technical criteria is not proposed.

Name of Bidder:

(The entity shall have technically qualified personnel with experience of development or exploration or production of Hydrocarbon fields)

Name	Designation	Employer	Year and Duration	Nature of Experience (Drilling & Completion/ Field Operations/Hydrocarbon production/ Safety in field operations/ Reservoir engg & mgmt./ geology & geophysics)	Brief Description of Experience

Place: _____

Signature of Authorized Signatory



ऑयल इंडिया लिमिटेड
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Oil India Limited
(A Government of India Enterprise)

Annexures - Production Enhancement Operations in Marginal Nomination Fields

Tender No. CDG9906P22

(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(D)

INFORMATION OF TECHNICAL CAPABILITY – CRITERIA II

Additional Documents to be submitted:

- Detailed CVs of the proposed personnel
- Employment Certificate which indicates that the proposed personnel are on the rolls of the bidding company(s), duly signed by the authorized signatories and statutory auditors of the company to be submitted



ANNEXURE 1(E)

INFORMATION OF FINANCIAL CAPABILITY

Contract Area No. _____

Certificate from statutory auditor to be provided describing details of Net Worth of the bidding company, duly signed and stamped by authorized signatory.

(In case of consortium, each consortium member to provide similar information)

Name of Bidder:

S.No.	Sub-Criteria	Amount (USD)
1	Paid-up capital (a)	
2	Reserve and surplus (b)	
3	Misc. expenditure to the extent not written off (c)	
4	Net-worth=(a) +(b) - (c)	
Signature and Stamp of Statutory Auditor		

Note: Above information should be provided for the year for which the latest audited annual account and annual reports are furnished

Place: _____

Signature of Authorized Signatory
(Affix Seal)



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Annexures - Production Enhancement Operations in Marginal
Nomination Fields

Tender No. CDG9906P22

Date: _____

Name: _____

Designation: _____

ANNEXURE 1(F)

Contract Area No. _____

Documents evidencing the legal existence of the bidding company (including latest Article of Association and Memorandum and certificate of incorporation/registration) to be provided.



ANNEXURE 1(G)

Contract Area No. _____

Audited annual reports, balance sheets and profit and loss statements in English language along with the schedule of notes forming part of balance sheet for the latest completed year to be provided.

(In case of consortium, each consortium member to provide similar information)



ANNEXURE 1(H)

Contract Area No. _____

Memorandum of Understanding/Joint Venture agreement to be provided by member companies of bidding consortium, if applicable.

Note: This agreement to clearly indicate that the member companies are jointly and severally liable for obligations under this contract. The Memorandum of Understanding/Joint Venture shall be in conformity to the bid document.

ANNEXURE 1(I)

Payment Related Details

Contract Area No. _____

OIL shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars along with their offers:

S.No.	Details	
1	Name & Complete Address of the Supplier/Contractor as per Bank records.	
2	Name & Complete Address of the Bank with Branch details.	
3	Type of Bank account (Current/Savings/Cash Credit).	
4	Bank Account Number (indicate 'Core Bank Account Number', if any).	
5	IFSC/NEFT Code (11 digit code)/MICR code, as applicable, along with a cancelled cheque leaf.	
6	Permanent Account Number (PAN) under Income Tax Act.	
7	GST Registration Number (for supply of Goods and services)	
8	E-mail address of the vendor/authorized official (for receiving the updates on status of payments).	
9	Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.	Yes/No

(For receiving payment through NEFT/RTGS, the bank/branch in which the bidder holds an account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility)

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Tender No. CDG9906P22

Designation: _____

ANNEXURE 1(J)

FORM 10F

(ONLY FOR FOREIGN BIDDERS – FOR AVOIDANCE OF DOUBLE TAXATION)

Contract Area No. _____

Information to be Provided Under Sub-Section (5) Of Section 90 Or Sub-Section (5) of Section 90A of The Income-Tax Act, 1961

I.....*son/daughter of Shri.....in the capacity of (Designation) do provide the following information relevant to the previous year.....in the case offor the purpose of sub-section (5) of *section 90/section90A:

S.No.	Nature of information	Details
(i)	Status (individual, company, firm etc. of the assessee	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which assessee claims to be a resident	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	

Place: _____

Signature of Authorized Signatory
(Affix Seal)



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Annexures - Production Enhancement Operations in Marginal
Nomination Fields

Tender No. CDG9906P22

Date: _____

Name: _____

Designation: _____

ANNEXURE 1(K)

UNDERTAKING FOR CONFORMITY TO BASELINE PRODUCTION

Contract Area No. _____

I _____ (Name), _____ (Designation) hereby
declare that _____ (Name of Bidder) affirm and commit to the
year-wise baseline production as provided in Annexure 2(B)

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(L)

UNDERTAKING FOR ACCEPTANCE OF EXISTING PROCESSES

Contract Area No. _____

I _____(Name), _____(Designation)
hereby declare that _____(Name of Bidder) have visited the
field/fields on offer and detailed surveys about the wells, process installations, pipe lines,
tanks, structures, offices, records, etc. have been carried out.

It is also clarified that the status of all the statutory approvals, statutory clearances,
DGMS, PCB and OISD observations etc. has been checked and understood. All issues with
respect to OIL's operations and OIL's commitments to various organisations about supply
of oil and gas have also been checked and understood. All outstanding issues, if any, with
any organisation, State and Central governments, local public are also comprehensively
recognized.

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(M)

UNDERTAKING BY BIDDERS ON AUTHENTICITY OF INFORMATION

Contract Area No. _____

I _____(Name), _____(Designation) of
_____ (Name of Company) hereby declare as under:

That the information and documents submitted along with the bid for the award of the contract area (s) _____ are true and correct and nothing is false or any material information forming part of bid evaluation is suppressed.

I acknowledge, if any material information forming part of bid evaluation is suppressed or any information is found to be untrue, incorrect or misleading, the bid submitted shall be liable for rejection and, in case, contract has been awarded /executed pursuant to bid submitted, same shall be liable for cancellation.

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(N)

UNDERTAKING FOR BID VALIDITY

Contract Area No. _____

Bidder agrees that the Notice Inviting Offers (NIO) is an offer made on the condition that the Bid made by the bidder would be kept valid in its original form without variation or modification for a period of 120 days.

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(O)

PROFORMA CERTIFICATE ON RELATIONSHIP WITH DIRECTORS OF OIL

Contract Area No. _____

This is in reference to our bid in response to the Notice Inviting Offers for Production Enhancement Operation in Marginal Nomination Fields.

For the purpose of Section 184/188 of the Companies Act, 2013, we certify that to the best of my/our knowledge:

- (i) I am not a relative of any Director of OIL;
- (ii) We are not a firm in which a Director of OIL or his/her relative is a partner;
- (iii) I am not a partner in a firm in which a Director of OIL or his/her relative is a partner;
- (iv) We are not a private company in which a Director of OIL is a Member or Director;
- (v) We are not a company in which Directors of OIL hold more than 2 % of the paid- up share capital of our company or vice-versa.

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____

(In case of consortium, each consortium member to provide this declaration)



ANNEXURE 1(P)

**PROFORMA FOR CHANGES/MODIFICATIONS SOUGHT BY BIDDERS TO THE
BIDDING CONDITIONS**

Contract Area No. _____

Proposed changes/modifications to the terms and conditions of bidding documents, if any,
may be communicated in the following proforma.

Clause No. of Bidding Document	Full compliance/ Not agreed	Changes / modifications proposed by Bidders	Remarks

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(Q)
UNDERTAKING REGARDING GST CREDIT
(ONLY FOR INDIAN BIDDER)

Contract Area No. _____

We, M/s _____ hereby undertake to provide all the necessary compliances/invoice/documents required under GST legislation for enabling OIL to avail Input tax (GST) credit.

Note: Copy of valid GST Registration Certificate under GST legislations of India to be provided

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(R)

DECLARATION ON NOT BEING UNDER BANNING ORDERS ISSUED BY OIL

Contract Area No. _____

We, M/s _____ hereby declare that neither our company, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by OIL debarring them from carrying on business dealings with OIL.

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____

(In case of consortium, each consortium member to provide this declaration)



ANNEXURE 1(S)

CERTIFICATE OF ACCEPTANCE OF TENDER CONDITIONS

Contract Area No. _____

We, M/s _____ hereby certify that all conditions as contained in the document 'Notice Inviting Offers' including all corrigendum, addendums and clarifications as well as the instructions contained in the e-tender site '<https://etender.srm.oilindia.in>' are acceptable to us unconditionally.

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(T)

CERTIFICATE IN RESPECT OF BANNING POLICY

Contract Area No. _____

We, M/s _____ confirm that we have read the Banning Policy of OIL (Available at http://oil-india.com/PDF/Banning_Policy_Final-Implemented_6th.pdf) and would adhere to the same and shall not indulge ourselves or allow others to indulge in fraudulent activities. We would immediately apprise OIL of any fraud/suspected fraud as soon as it comes to our notice.

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Annexures - Production Enhancement Operations in Marginal
Nomination Fields

Tender No. CDG9906P22

ANNEXURE 1(U)

Contract Area No. _____

Power of Attorney/Letter of authorization for the authorized signatory to be provided



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Annexures - Production Enhancement Operations in Marginal
Nomination Fields

Tender No. CDG9906P22

ANNEXURE 1(V)

CERTIFICATE IN RESPECT OF POLICY ON SUSTAINABILITY

Contract Area No. _____

We, M/s _____ confirm that we have read the
OIL's "Policy on Sustainability" [https://oil-india.com/Document/OILs_SD_Policy_2013.pdf]
and we are working upon to develop our policy as well.

Tender No. CDG9906P22

ANNEXURE 1(W)

PROFORMA OF INTEGRITY PACT

(To be executed on plain paper)

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Production Enhancement Operations in Marginal Nomination Fields**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any



Tender No. CDG9906P22

Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

- (iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s)/Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s)/Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.



- (vi) The Bidder (s)/Contractor (s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder (s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act;
- (2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3)** The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.



Tender No. CDG9906P22

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

For the Principal

Place: Duliajan

Date: 23.02.2022

For the Bidder/Contractor

Witness1:

Witness 2:



ANNEXURE 1(X)

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidential and non-disclosure agreement is executed
on _____

BETWEEN

_____ (hereinafter referred to as _____) having its
registered office at _____, which expression, unless the context otherwise
requires, shall include its successors and assigns acting through its duly authorized
representative.

AND

OIL INDIA LIMITED (hereinafter referred to as OIL), having its office at **Plot No. 19, Near
Film City, Sector 16A, Noida - 201301**, India which expression, unless the context
otherwise requires, shall include its successors and assigns acting through its duly
authorized representatives;

WHEREAS, OIL and _____ have entered into a contract
for _____.

WHEREAS _____ will have access to certain proprietary and confidential information,
hence the confidentiality agreement is executed on the terms and condition set
henceforth.

As used herein "confidential Information" means all plans, drawings, tracings of
drawings, specifications, manuals, numerical results, general conclusions, design
reports, studies, cost estimates, well data, geological or geophysical data, lease
information and all other materials, information and data developed by, or in the
possession a party and which is directly or indirectly made available to the other party in
any from or which is directly or indirectly made available to the other party during the
performance of the services. Accordingly, each party is willing to allow the other party to
have access to such information, under the following terms and conditions:

- Each party agrees that it will maintain in confidence and will not disclose to any
third party, without the other party's prior written permission, any confidential
information that is disclosed to it directly or indirectly. Each party further
agrees that it will limit access to Confidential Information to only those
employees of their company who actually need to know such Confidential
Information for carrying out the above-indicated purpose of this agreement.
- Each party agrees that: (a) it will not use any of their Confidential Information
for any purpose other than as necessary to perform its services; and (b) it will



Tender No. CDG9906P22

promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof). Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes.

- Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.
- The foregoing obligations of each party shall not apply to:
 - Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;
 - Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
 - Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;

Or

 - Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

- All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
- This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of the ____ day of _____

Place: _____

Signature of Authorized Signatory of Bidder
(Affix Seal)



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Annexures - Production Enhancement Operations in Marginal
Nomination Fields

Tender No. CDG9906P22

Date: _____

Name: _____

Designation: _____

OIL INDIA LIMITED
(Affix Seal)

Name: _____

Designation: _____



ANNEXURE 1(Y-1)

PROFORMA OF BANK GUARANTEE TOWARDS BID SECURITY / BID BOND

To:

M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ____ day of _____ 2022.

THE CONDITIONS of these obligations are:

- If the Bidder withdraws their Bid within its original/extended validity; or
- The Bidder modifies/revises their bid suomoto; or
- The Bidder does not accept the contract; or
- The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
- If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:



Tender No. CDG9906P22

- Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:
- Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be as specified in the tender document.

Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

Note: The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC BANK LIMITED, Duliajan Branch, IFS Code – HDFC0002118, Branch address – HDFC BANK LIMITED, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.



ANNEXURE 1(Y-2)

PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

To:

M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS _____ (Name and address of Contractor)
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No.
_____ to execute (Name of Contract and Brief Description of the Work)
_____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

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 Contract 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.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract 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.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:



Tender No. CDG9906P22

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Witness: _____

Address: _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

Note: The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC BANK LIMITED, Duliajan Branch, IFS Code – HDFC0002118, Branch address – HDFC BANK LIMITED, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.



**INSTRUCTIONS FOR FURNISHING BANK GUARANTEES (ANNEXURE 1(Y-1) AND
ANNEXURE 1(Y-2))**

- The Bank Guarantee by Indian Bidders will be given on Rs. 100 non-judicial stamp paper/franking receipt. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
- Foreign Bidders are requested to execute Bank Guarantee as per law in their country.
- Please indicate the currency in which Bank Guarantee is being given Indian Rupees/US\$ have been mentioned only for illustration. Therefore, in case where Bank Guarantee is being given in a currency other than Rupees/US\$, these terms may be deleted and replaced by relevant currency.
- The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
- The bidders will give Bank Guarantee from any of the following categories of Banks:
- Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches/foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

OR

- Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

OR

- Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.



ANNEXURE 1(Z-1 & Z-2)

INCREMENTAL PRODUCTION PROFILE

(to be quoted by the bidder for each Area in separate format)

AND

ANNEXURE 1(AA-1 & AA-2)

BIDDABLE SHARE OF REVENUE

(to be quoted by the bidder for each Area in separate format)

**[Attached separately under Notes and attachments Tab for Contract Area separately
in the E-tender]**

[To be filled and submitted in the same area as part of Commercial Bid]



ANNEXURE 2
OTHER INFORMATION

CONTENTS	
S.NO.	
2(A)	BASELINE PRODUCTION PROFILE
2(B)	DETAILS OF EXISTING SALES CONTRACT(S)



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Annexures - Production Enhancement Operations in Marginal
Nomination Fields

Tender No. CDG9906P22

ANNEXURE 2(A)

BASELINE PRODUCTION PROFILE

(Attached separately in Technical RFx/Technical Attachment Area in the E-tender)

GAS CUSTODY TRANSFER POINTS (CTP), DISTRICTS AND CONTRACT VALIDITY FOR GAS SUPPLY FROM 5 FIELDS

S. No	Field Name	State	District of Field	Gas CTP Location	District of Gas CTP	Contract Validity End
1	Bagitibba	Rajasthan	Jaisalmer	DND-GPC (8.0 KMs from Bagitibba wells)	Jaisalmer	31.07.2025
2	Bordubi	Assam	Tinsukia		-	-
3	Uriamguri	Assam				
4	Tarajan	Assam				
5	Rajgarh	Assam				

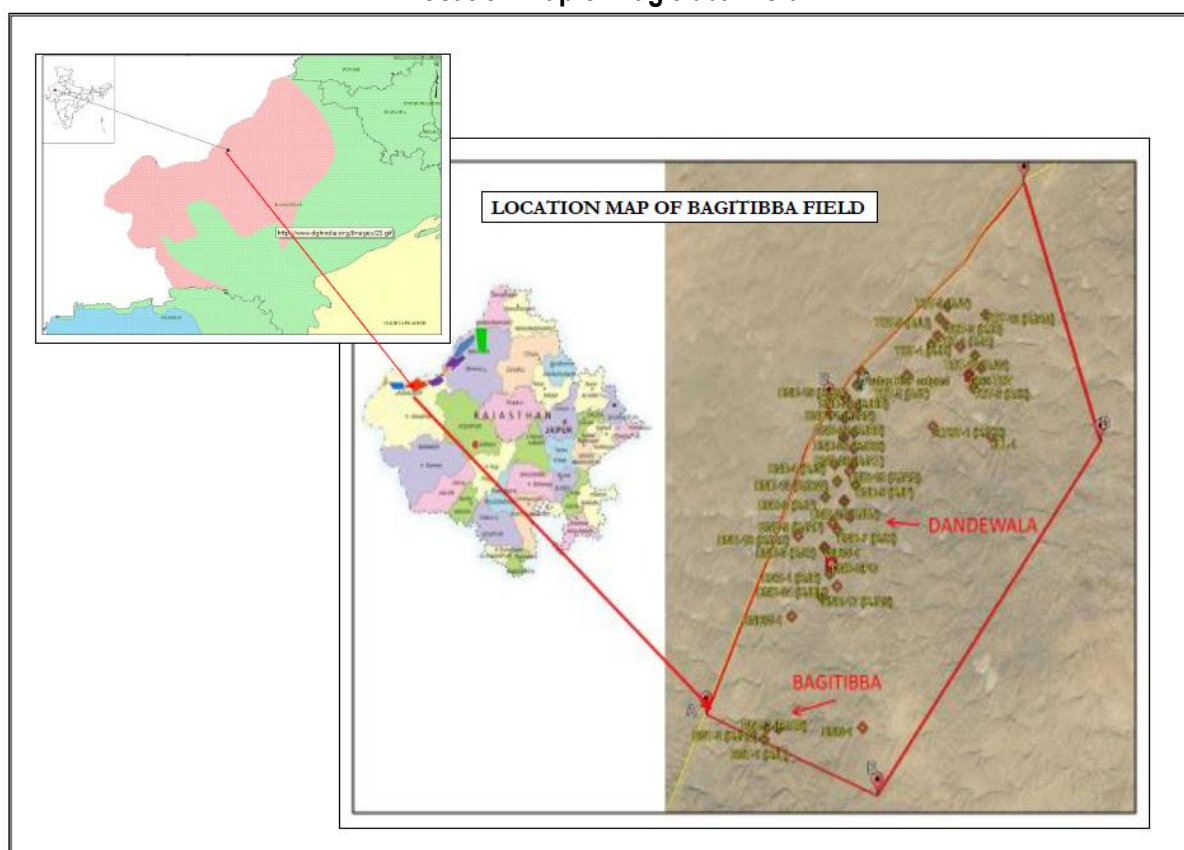


Technical Booklet -OIL MNF Bidding

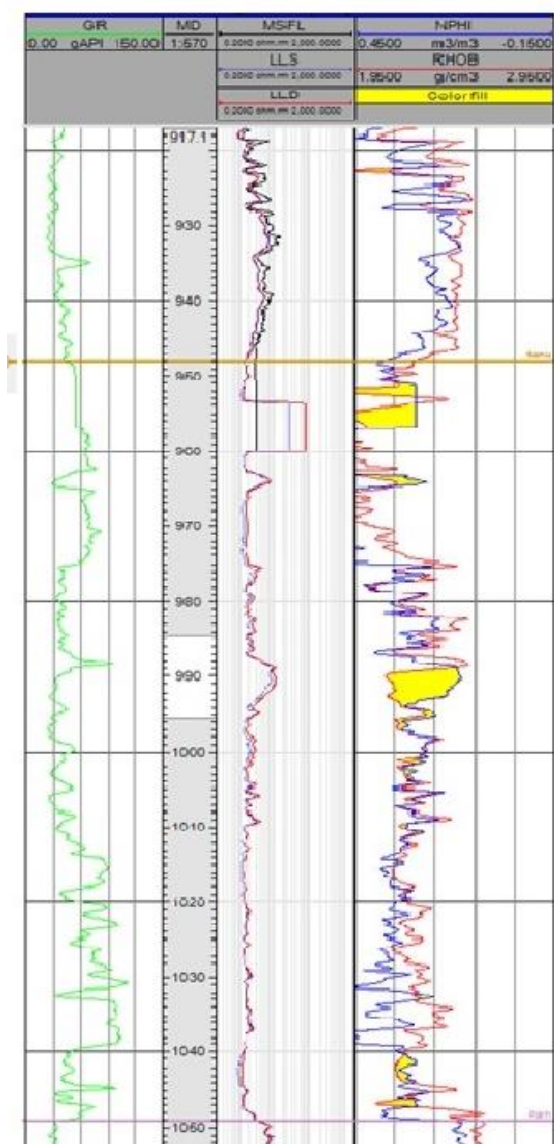
Sl. No.	State	Fields	Contract Area No.	Page No.
1	Rajasthan	Bagitibba	OIL/MNF/2022/CA-1	2- 3
2	Assam	Bordubi	OIL/MNF/2022/CA-2	4-6
3	Assam	Uriamguri	OIL/MNF/2022/CA-3	7-8
4	Assam	Tarajan	OIL/MNF/2022/CA-4	9-11
5	Assam	Rajgarh	OIL/MNF/2022/CA-5	12-13

OIL/NMF/2022/CA-1/BAGITIBBA	
FIELD	BAGITIBBA
Field Type	Gas
Location	Rajasthan, Onland
State, country	Rajasthan, India
Operator	OIL
Year of discovery	1994
Main Pay zone & Age	Sanu of Palaeocene
Average Depth of main pay zone, m	900-1000
Area, km ² (Contract Area)	≈3.8
STOIIP, MMSKLS	0
GIIP, BCM	0.5
Start of production	1996
Wells drilled	3
Wells flowing	2
Wells Shut-in	0
Wells abandoned	1
Current gas production, MSCMD	53
Cumulative gas production, MMSCM	195.1
3D Seismic, km ²	250 (in the PML Block)
2D Seismic, LKM	-
Nearest Surface facility	DND-GCP, 8 km
Nearest Dist. Headquarter/City	Jaisalmer

Location Map of Bagitibba Field

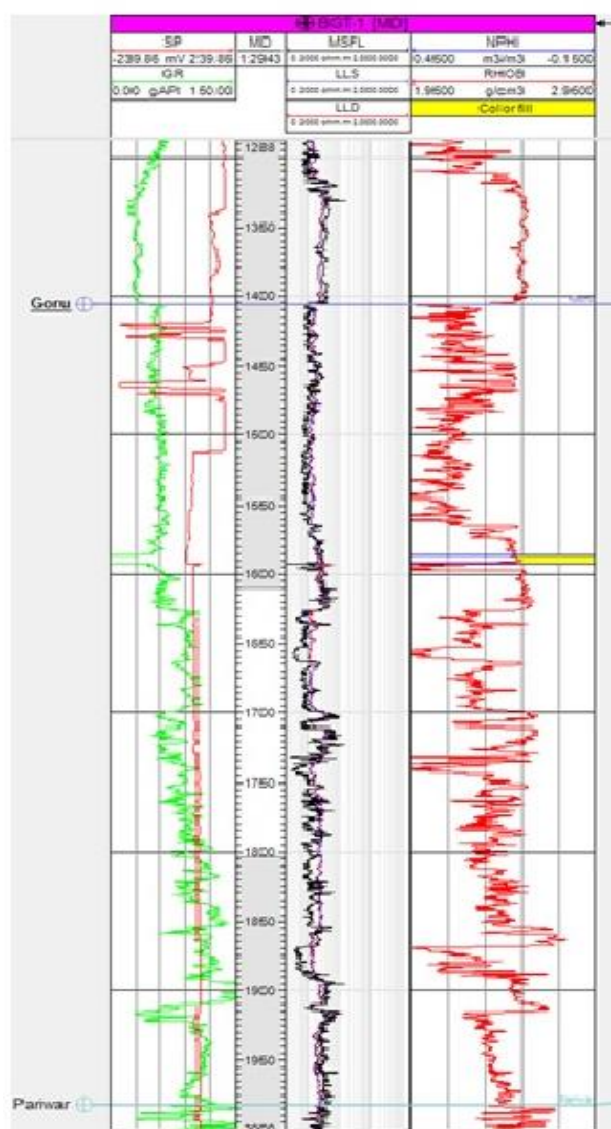


Log motif: BGT-2 (Sanu)

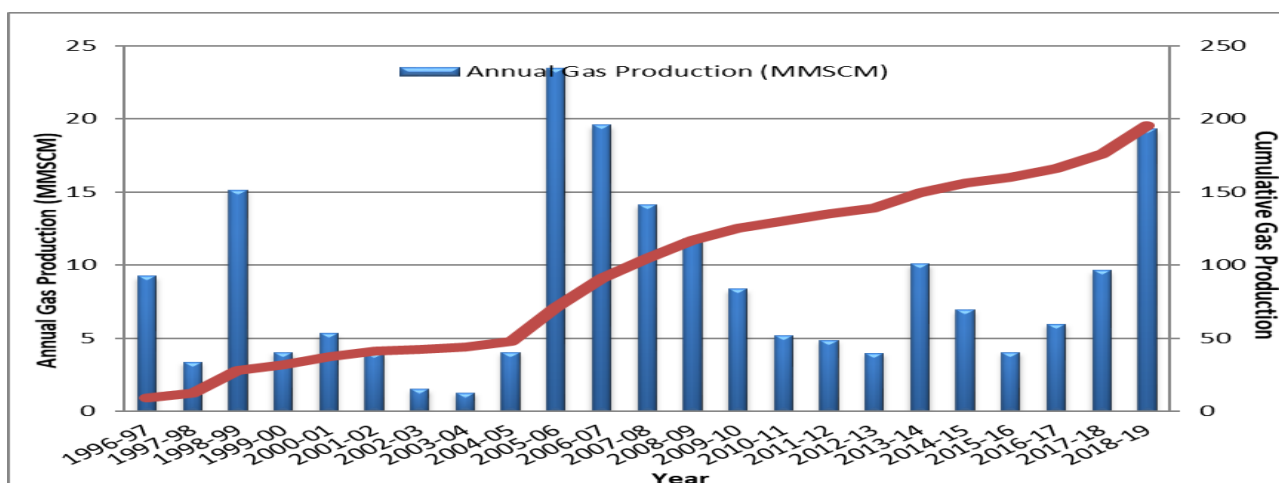
**Initial testing details:**

Produced gas @ 37000 SCMD through 6.0 mm bean with FTHP of 85 kg/cm².

Log motif: BGT-1 (Goru)

**Initial testing details:**

Produced gas @ 41000 SCMD through 6.0 mm bean with FTHP of 100 kg/cm².

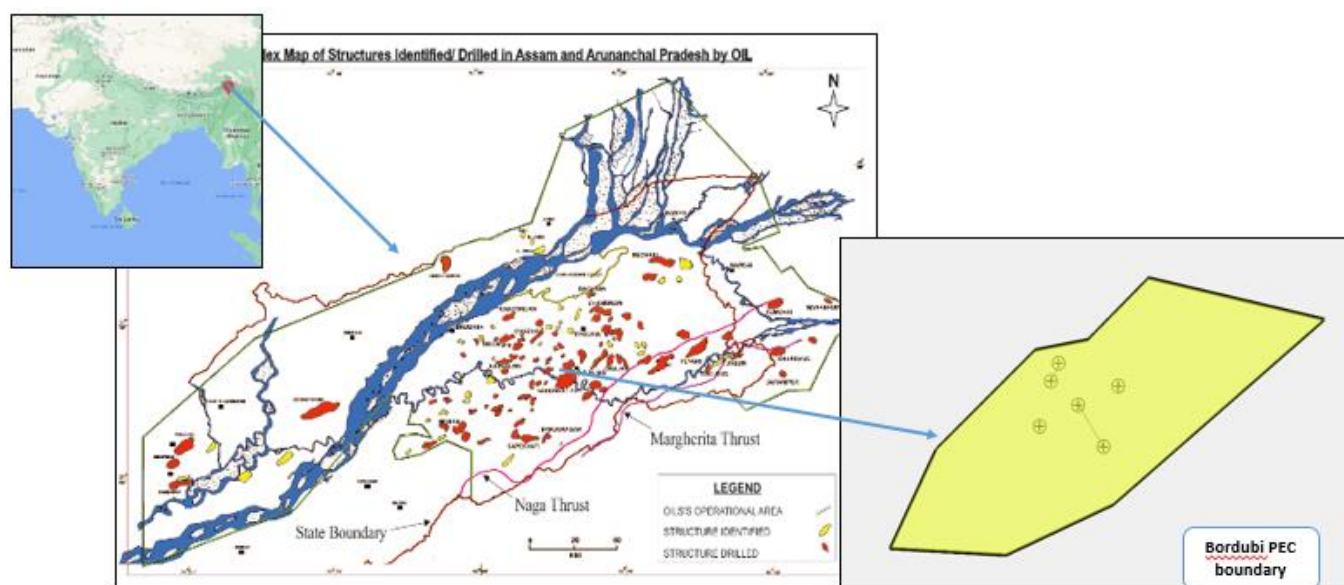


Production Performance of Bagitibba Field

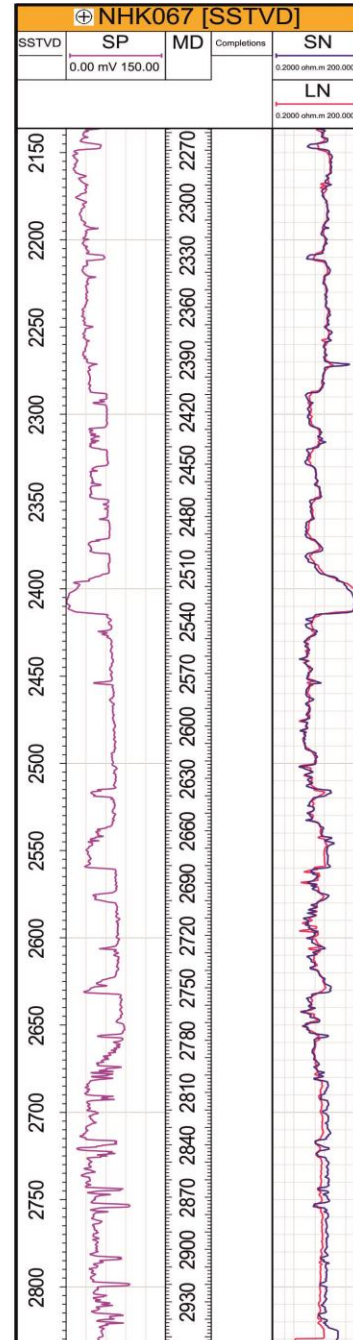
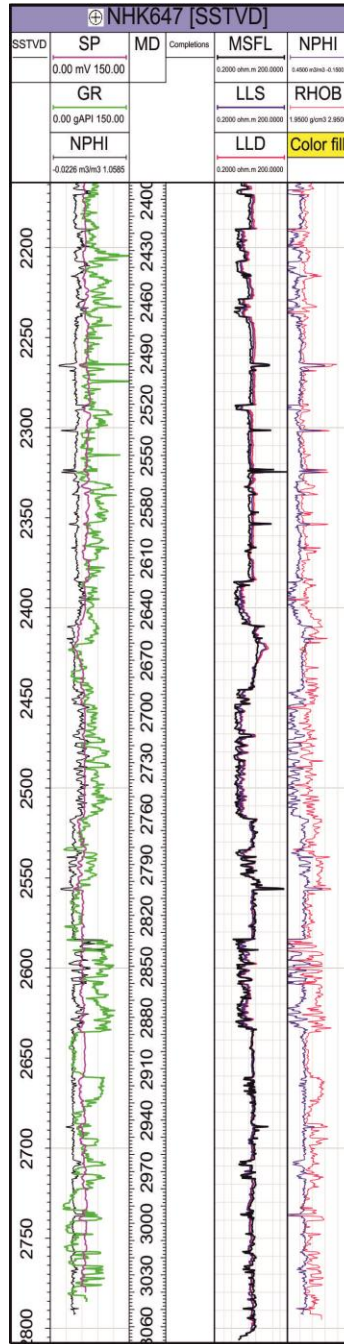
OIL/NMF/2022/CA-2

Area	Bordubi
Area Type	Oil & Gas
Location	Assam onland
State, country	Assam, India
Operator	OIL
Year of discovery	1957
Main pay zone & age	Barail Formation
Average Depth of main pay zone, m TVD	2500-2800
Contract area, SKM	17.5
Oil Inplace, MMSKL(2P)	2.6687
Gas Inplace, MMSCM (2P)	1974.0044
Start of production	1957
Wells drilled	6
Wells dry	1
Wells flowing (as on 01.04.2021)	0
Current oil production, KLPD	Nil
Cumulative oil production, MMSKLS	0.0310
Cumulative gas production, MMSCUM	193.5
3D Seismic, SKM	187.78 + 85.47
2D Seismic, LKM	173
Nearest Surface facility	OCS 5
Nearest City	Tinsukia

Map showing Bordubi Area



Log Motif NHK 647 & NHK067 (Barail 1st sand)



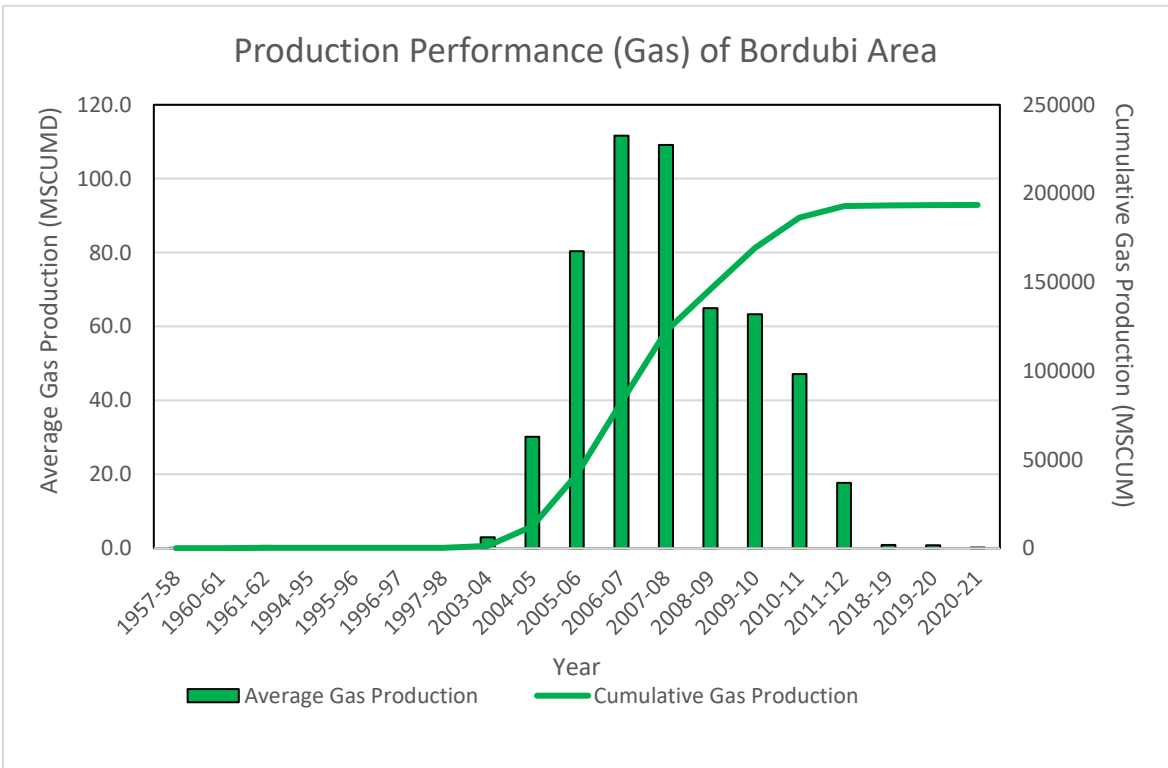
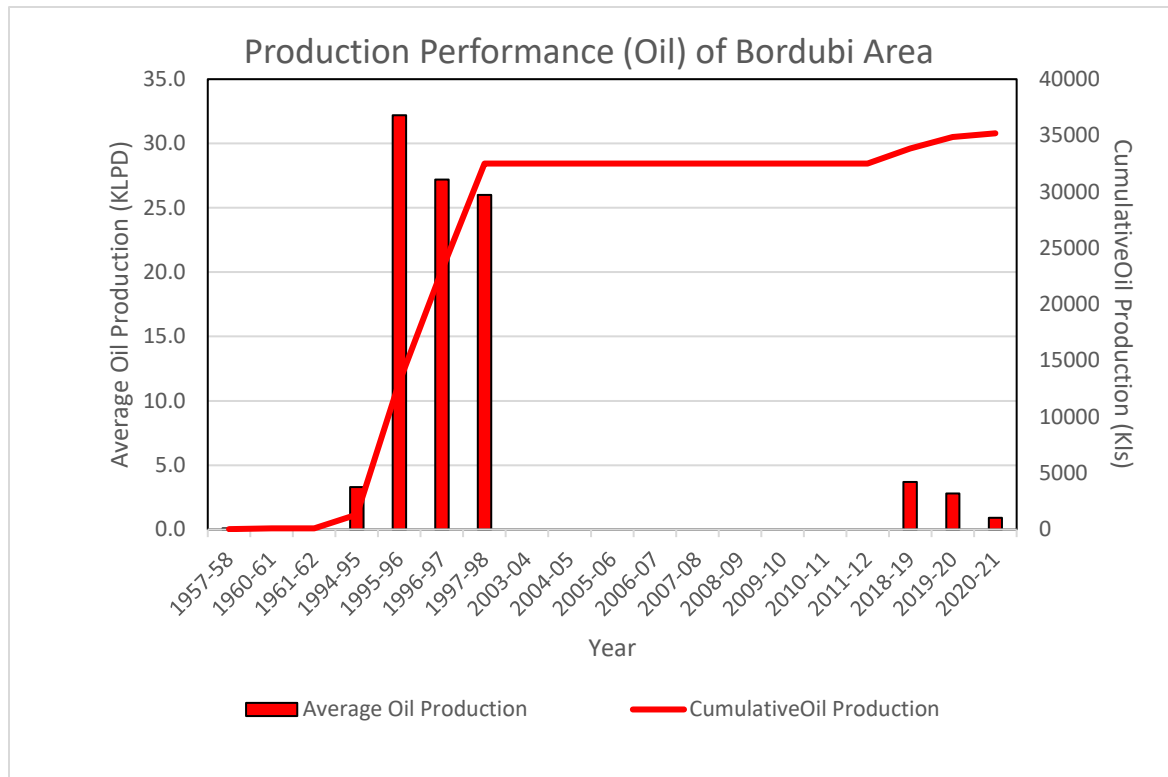
Initial Testing Details:

On testing the 2650-m Barail Sand and completing SRP the well produced 13 klpd oil with 6 klpd water.

Initial Testing Details:

The well was initially completed in 2515-m Barail First Sand and it produced gas @ 50000 SCUMD (Gas Gravity: 0.586).

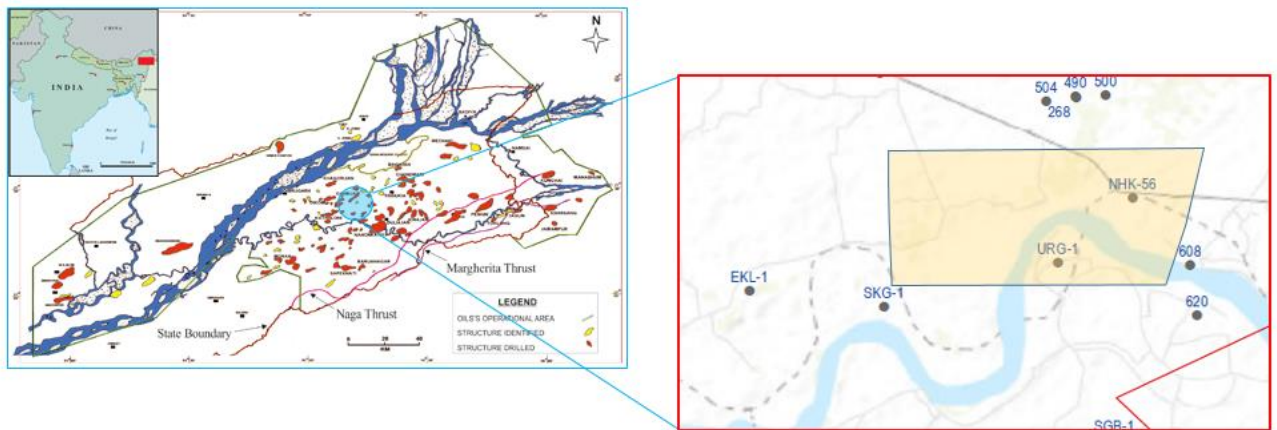
Historical Production Profile of Bordubi Area



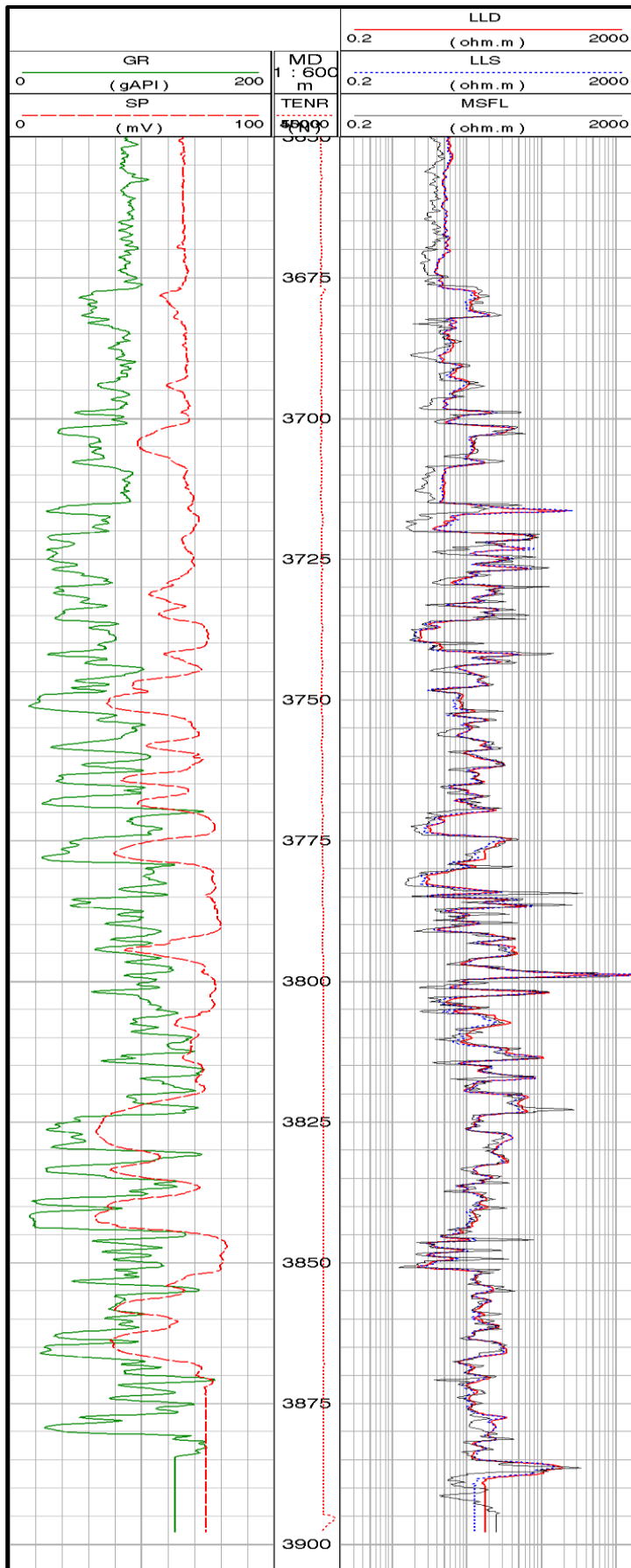
OIL/MNF/2022/CA-3

Area	Uriamguri
Area Type	Heavy Oil
Location	Assam onland
State, Country	Assam, India
Operator	OIL
Year of discovery	2001
Main pay zone and age	Lakadong+Therria Member of Eocene
Average Depth and main pay zone m TVD	3600-3700
Contract Area, SKM	9.58
Oil In-place, MMSKL (2P)	0.298
Gas In-place (MMSCM (2P)	10.4335
Start of production	2001
Well drilled	01
Wells dry	-
No. of wells flowing (as on 01.04.2021)	-
Current oil production, MMT	0
3D Seismic, SKM	327 (Ghuguloni 3D)
2D Seismic, LKM	-
Nearest Surface facility	Bhekulajan EPS
Nearest city	Tinsukia

Location Map of Uriamguri Area



Log Motif of URIAMGURI- 01 (Lakadong + Therria Formation)



On testing 3813-m Lk+Th sand, the well gave inflow of heavy/high pour point oil (API: 12.1°, pour point: 48°C). The sand was plugged back and the higher up sand was tested.

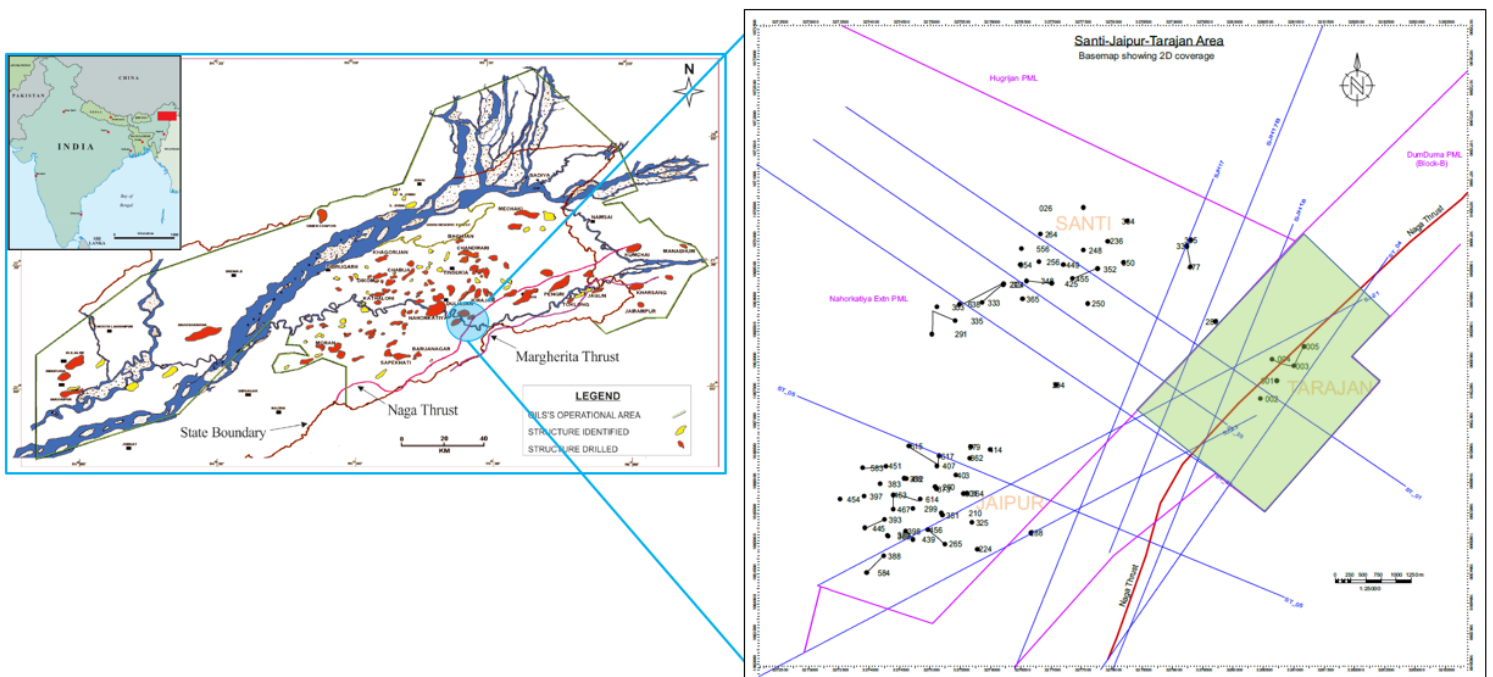
On testing the 3792- Lk+Th sand, the well gave inflow of heavy/high pour point oil (API: 15.5°, pour point: 42°C) and water (salinity: 3700 ppm, bicarbonate: 122 ppm)

During workover, on testing 3774 m Lk+Th sand with perforation in the range 3774.0 -3778.0 m, , unloaded 15 bbls of well fluid by CTU. Sample analysis (5.25 PM) - oil (API gr. 20.8 deg, PP<9 deg C)-99.9%, water: 0.1%.

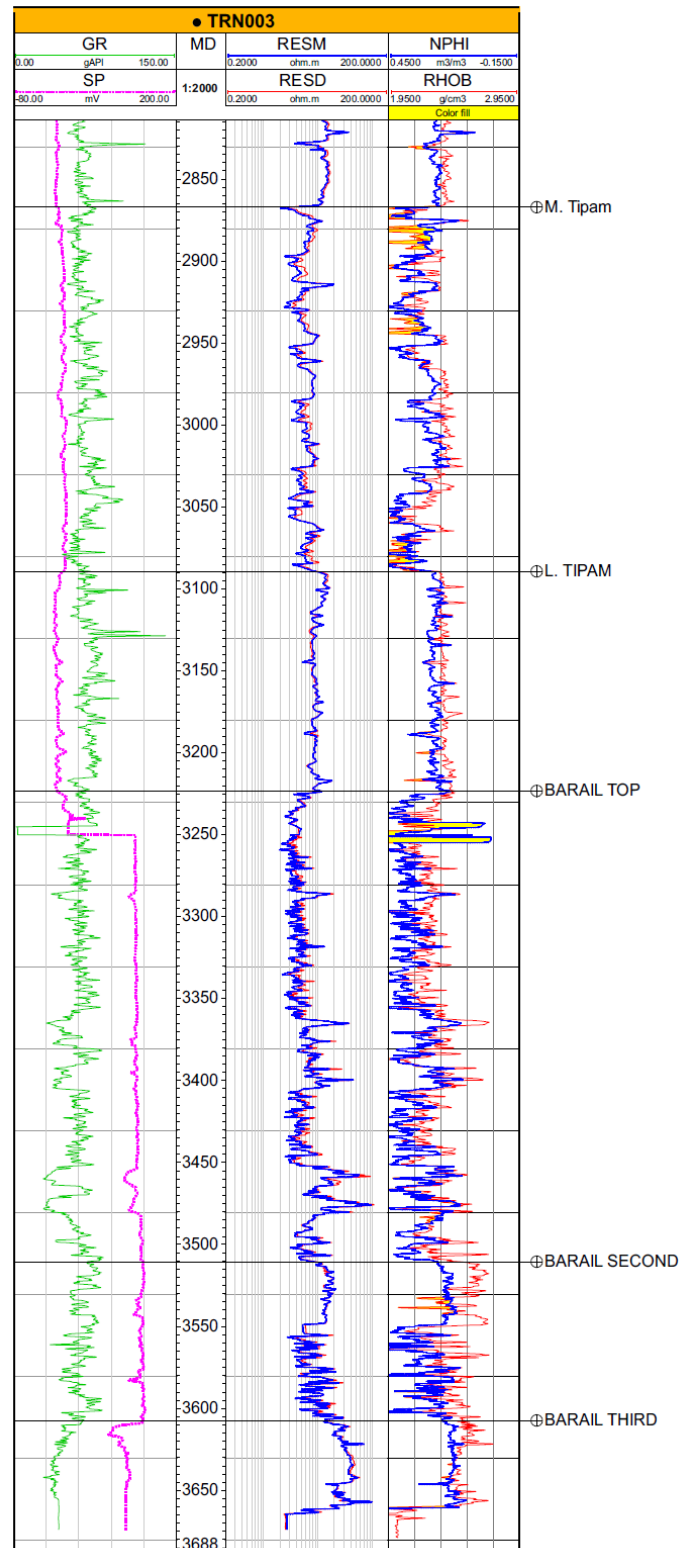
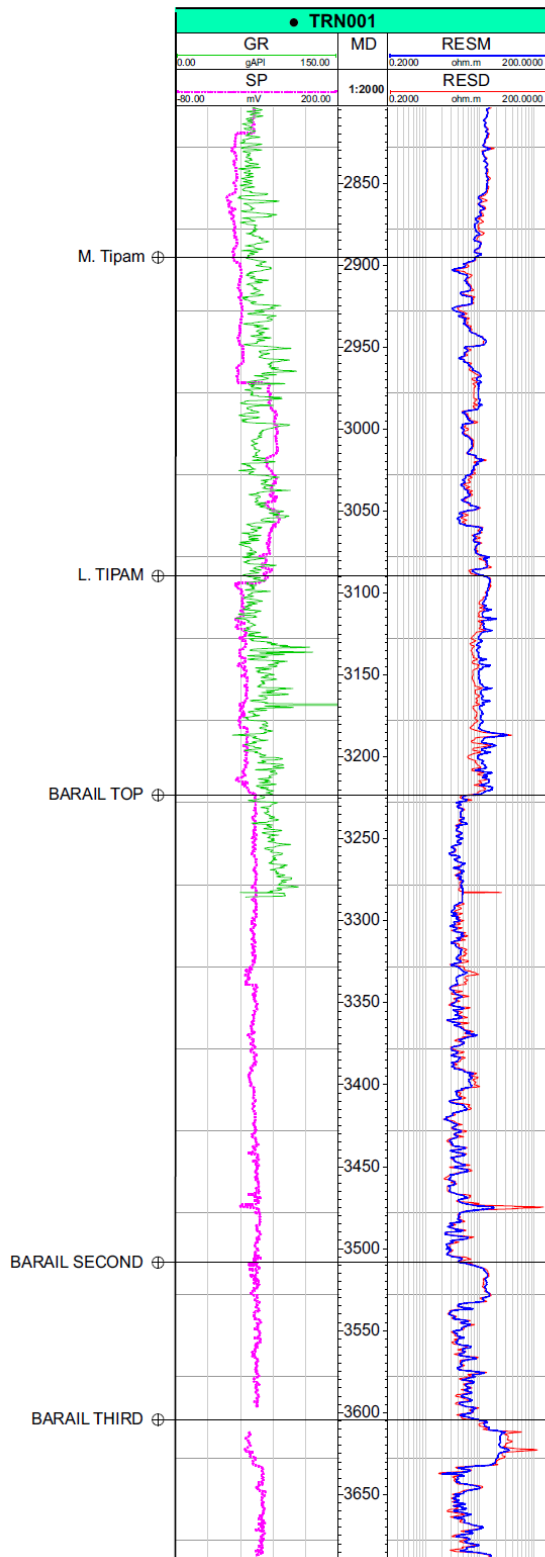
OIL/MNF/2022/CA-4

AREA	TARAJAN
Area Type	Oil & Gas
Location	Assam, Onland
State, country	Assam, India
Operator	OIL
Year of discovery	1972
Main Pay zone & Age	Tipams (Miocene) & Barails (Oligocene)
Average Depth of main pay zone, m	Ranges between 2900 - 3650
Area, km ² (Contract Area)	10.41
STOIP, MMSKLS (2P)	2.0254
GIIP, MMSCUM (2P)	935
Start of production	1987
Wells drilled	05
Wells flowing	00
Wells Shut-in	05
Wells abandoned	00
Current oil production, m3/d	Nil
Cumulative oil production, MMSKLS	0.097 (as on 31.03.2021)
Cumulative gas production, MMSCUM	194
2D Seismic, LKM	124.58 (10 nos. of 2D lines)
Nearest Surface facility	Ushapur OCS
Nearest Dist. Headquarter/City	Dibrugarh
Nearest Airport	Mohanbari, Dibrugarh

Location Map of Tarajan Area



Log motif: TARA-JAN-1 & 3 (Tipam & Barail Section)



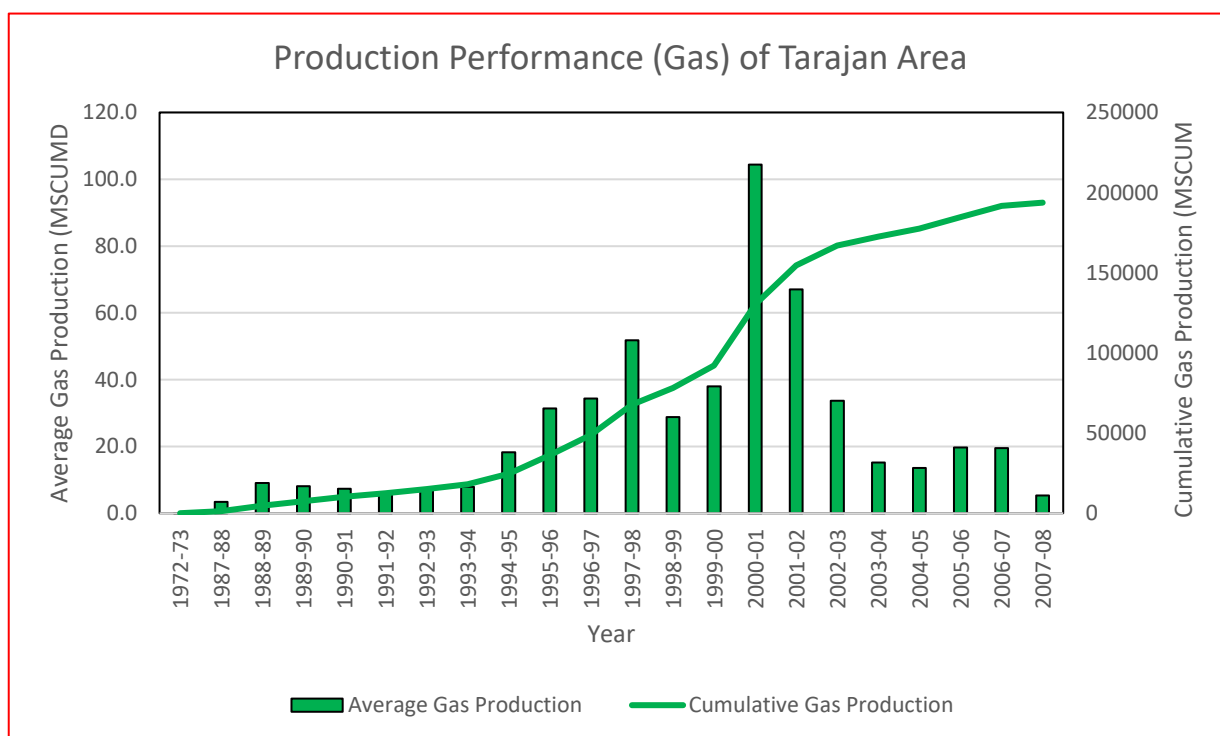
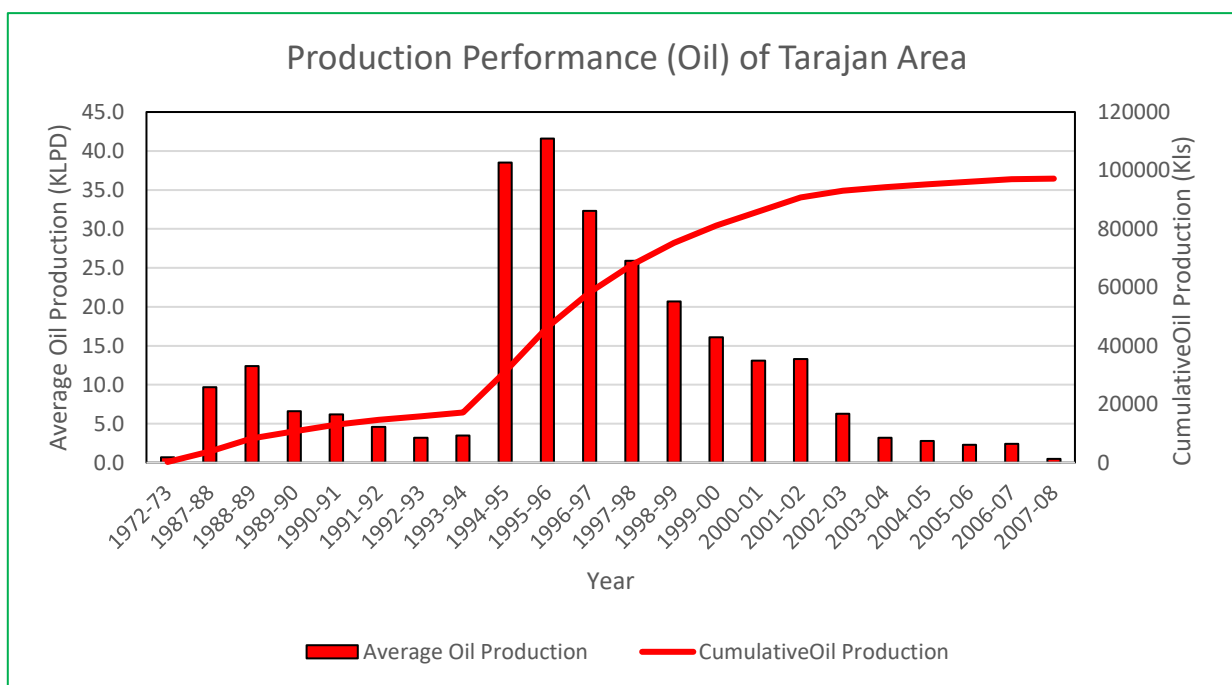
Initial testing details:

3603-m Barail Third Sand was tested through perforations in the range 3624.7-3627.7 m and the well-produced oil at average rate of around 50 KLPD [Oil: 98.6 % (API: 29.3°)] with GOR (129 scm/Kls) through 12 mm bean with FTHP- 10.5 Ksc.

Initial testing details:

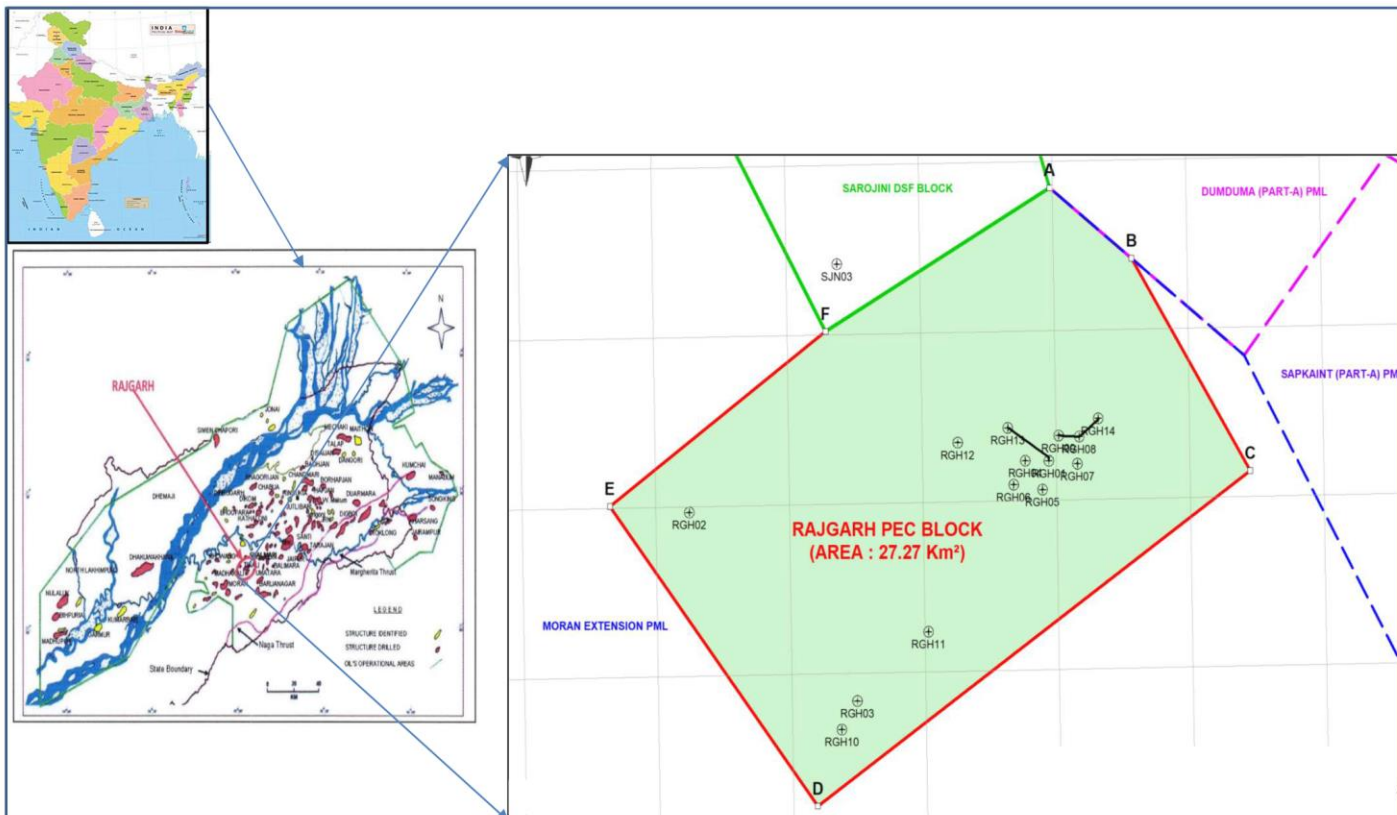
3602-m Barail Third Sand was tested through perforations in the range 3623.0 – 3629.0 m and the wells produced oil @ 60 KLPD [Oil: 96 % (API: 29°)], water: 4 %, GOR- 300-500 scum/kl) through 5 mm bean with a tubing head pressure of 98 Ksc.

Historical Production profile of Tarajan Area

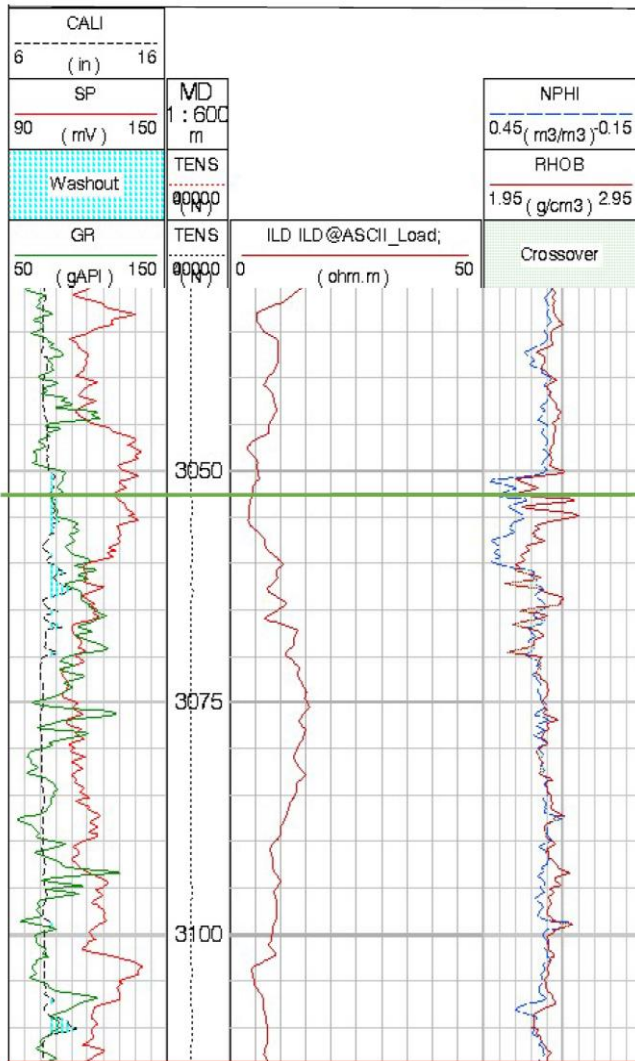


OIL/MNF/2022/CA-5	
FIELD	RAJGARH
Field Type	Oil & Gas
Location	Assam, Onland
State, country	Assam, India
Operator	OIL
Year of discovery	1985
Main Pay zone & Age	Tipams of Miocene
Average Depth of main pay zone, m	~2950 & ~3770
Area, km ² (Contract Area)	27.27
STOIIP, MMSKLS	3.142
GIIP, MMSCM	673.095
Start of production	1985
Wells drilled	14
Wells flowing	02
Wells Shut-in	07
Wells abandoned	05
Current oil production, m3/d	OIL- 3 m3/d, Condensate-9 m3/d
Cumulative oil production, MMSKLS	0.2005 (as on 31.03.2021)
3D Seismic, km ²	711 (Namrup-Borhat-Sapekhati 3D)
2D Seismic, LKM	-
Nearest Surface facility	Shalmari
Nearest Dist. Headquarter/City	Dibrugarh
Nearest Airport	Mohanbari, Dibrugarh

Location Map of the Rajgarh Area



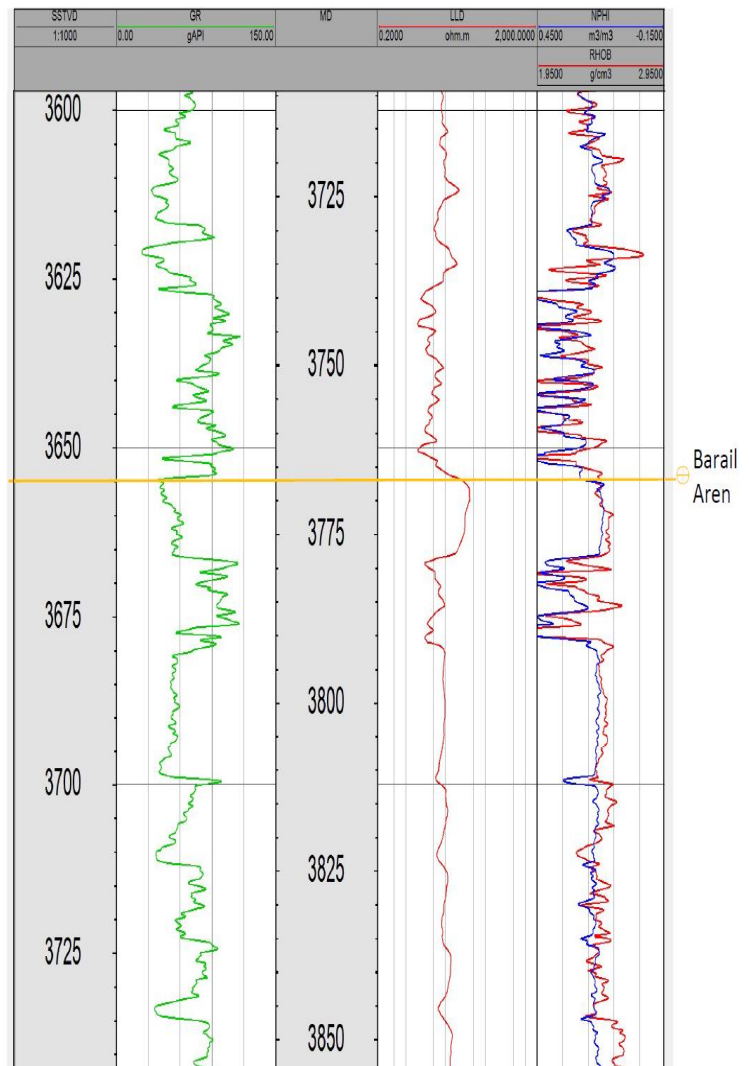
Log motif RGH-1 (Middle Tipam)



Initial Testing details:

Produced oil @ 53KLPD oil through 6.5 mm bean with FTHP of 46 kg/cm².

Log motif RGH-3 (Barail)



Initial Testing details:

Produced gas @ 45000 SCMD and 21.8 KLPD condensate through 5.0 mm bean.

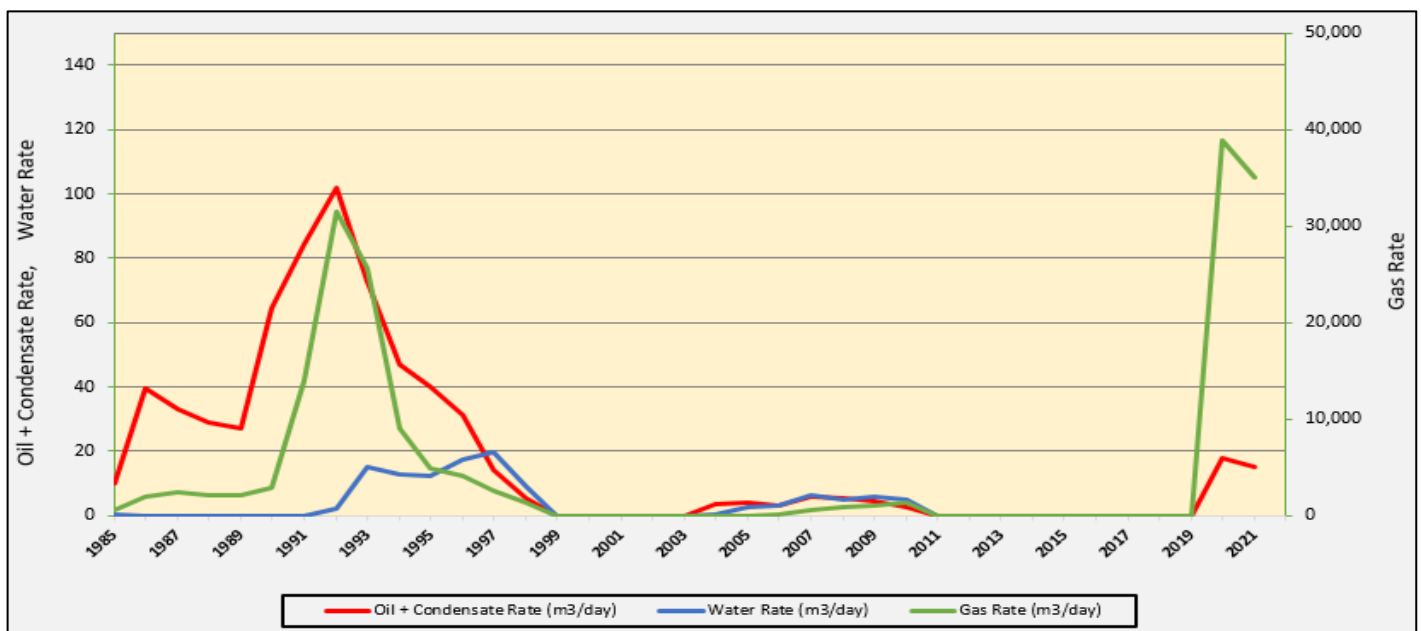


Figure: Historical Production Profile for Rajgarh Area

Annexure 2(A)

for the Baseline Production Profiles

Contract Area No. OIL/PEC/2021/CA-1/BOGITIBBA

TABLE 1
ESTIMATED ANNUAL PRODUCTION PERFORMANCE
BAU CASE
BAGITIBBA FIELD
INDIA
JUNE 2019



Fiscal Year	Gas		
	Average Rate (10 ³ m ³ /d)	Annual Volume (10 ⁶ m ³)	Cumulative (10 ⁶ m ³)
2019	52,9	19,3	19,3
2020	52,9	19,3	38,6
2021	52,9	19,3	57,9
2022	38,9	14,2	72,1
2023	16,7	6,1	78,2
2024	3,0	1,1	79,3
2025	0,3	0,1	79,4
Total		79,4	

Note: The fiscal year (FY) is defined as the period
from April 1 of the current calendar year
to March 31 of the next calendar year.

OIL'S INTERNAL BASELINE PRODUCTION

Contract Area No. OIL/PEC/2021/CA-4/RAJGARH

Baseline Oil and Condensate Production (in Cubic Meter)

Baseline Gas Production (in Thousand Cubic Meter)

Month	Baseline Condensate Production (m ³)	Baseline Crude Production (m ³)	Baseline Natural Gas Production (Thousand m ³)
Apr-21	278	-	1110
May-21	287	-	1147
Jun-21	278	-	1110
Jul-21	287	-	1147
Aug-21	287	-	1147
Sep-21	278	-	1110
Oct-21	287	-	1147
Nov-21	278	-	1110
Dec-21	287	310	1147
Jan-22	287	310	1147
Feb-22	259	280	1036
Mar-22	287	310	1147
Apr-22	278	300	1110
May-22	287	310	1147
Jun-22	278	300	1110
Jul-22	287	310	1147
Aug-22	287	310	1147
Sep-22	278	300	1110
Oct-22	287	310	1147
Nov-22	278	297	1110
Dec-22	287	304	1147
Jan-23	287	302	1147
Feb-23	259	270	1036
Mar-23	287	296	1147
Apr-23	278	284	1110
May-23	287	291	1147
Jun-23	278	279	1110
Jul-23	280	285	1119
Aug-23	273	283	1091
Sep-23	257	271	1030
Oct-23	259	278	1038
Nov-23	245	266	980
Dec-23	247	273	987
Jan-24	241	270	963
Feb-24	220	250	878

Mar-24	229	265	916
Apr-24	216	254	864
May-24	218	260	871
Jun-24	206	250	822
Jul-24	207	256	829
Aug-24	202	253	808
Sep-24	191	243	763
Oct-24	192	249	769
Nov-24	181	239	726
Dec-24	183	244	731
Jan-25	178	242	713
Feb-25	157	217	628
Mar-25	170	238	679
Apr-25	160	228	640
May-25	161	233	645
Jun-25	152	224	609
Jul-25	153	229	614
Aug-25	150	227	599
Sep-25	141	218	565
Oct-25	142	223	570
Nov-25	134	214	538
Dec-25	135	219	542
Jan-26	132	217	528
Feb-26	116	194	466
Mar-26	126	213	503
Apr-26	119	204	474
May-26	120	209	478
Jun-26	113	200	451
Jul-26	114	205	455
Aug-26	111	203	444
Sep-26	105	195	419
Oct-26	105	200	422
Nov-26	100	191	398
Dec-26	100	196	401
Jan-27	98	194	391
Feb-27	86	174	345
Mar-27	93	191	372
Apr-27	88	183	351
May-27	89	187	354
Jun-27	84	180	334
Jul-27	84	184	337
Aug-27	82	182	329
Sep-27	78	175	310
Oct-27	78	179	313
Nov-27	74	172	295
Dec-27	74	176	297
Jan-28	73	174	290
Feb-28	66	161	265
Mar-28	69	171	276
Apr-28	65	164	260

May-28	66	168	262
Jun-28	62	161	248
Jul-28	62	165	250
Aug-28	61	163	243
Sep-28	57	156	230
Oct-28	58	160	232
Nov-28	55	154	219
Dec-28	55	157	220
Jan-29	54	156	215
Feb-29	47	140	189
Mar-29	51	153	204
Apr-29	48	147	193
May-29	49	150	194
Jun-29	46	144	183
Jul-29	46	148	185
Aug-29	45	146	180
Sep-29	43	140	170
Oct-29	43	144	172
Nov-29	40	138	162
Dec-29	41	141	163
Jan-30	40	140	159
Feb-30	35	125	140
Mar-30	38	137	151
Apr-30	36	131	143
May-30	36	135	144
Jun-30	34	129	136
Jul-30	34	132	137
Aug-30	33	131	134
Sep-30	32	126	126
Oct-30	32	129	127
Nov-30	30	123	120
Dec-30	30	126	121
Jan-31	29	125	118
Feb-31	26	112	104
Mar-31	28	123	112
Apr-31	26	118	106
May-31	27	121	107
Jun-31	25	116	101
Jul-31	25	118	101
Aug-31	25	117	99
Sep-31	23	112	93
Oct-31	24	115	94
Nov-31	22	110	89
Dec-31	22	113	90
Jan-32	22	112	87
Feb-32	20	104	80
Mar-32	21	110	83
Apr-32	20	106	78
May-32	20	108	79
Jun-32	19	104	75

Jul-32	19	106	75
Aug-32	18	105	73
Sep-32	17	101	69
Oct-32	17	103	70
Nov-32	16	99	66
Dec-32	17	101	66
Jan-33	16	100	65
Feb-33	14	90	57
Mar-33	15	99	62
Apr-33	15	95	58
May-33	15	97	59
Jun-33	14	93	55
Jul-33	14	95	56
Aug-33	14	94	54
Sep-33	13	90	51
Oct-33	13	92	52
Nov-33	12	89	49
Dec-33	12	91	49
Jan-34	12	90	48
Feb-34	11	80	42
Mar-34	11	88	46
Apr-34	11	85	43
May-34	11	87	43
Jun-34	10	83	41
Jul-34	10	85	41
Aug-34	10	84	40
Sep-34	9	81	38
Oct-34	10	83	38
Nov-34	9	79	36
Dec-34	9	81	36
Jan-35	9	81	36
Feb-35	8	72	31
Mar-35	8	79	34
Apr-35	8	76	32
May-35	8	78	32
Jun-35	8	74	30
Jul-35	8	76	31
Aug-35	7	76	30
Sep-35	7	72	28
Oct-35	7	74	28
Nov-35	7	71	27
Dec-35	7	73	27
Jan-36	7	72	26
Feb-36	6	67	24
Mar-36	6	71	25
Apr-36	6	68	24
May-36	6	70	24
Jun-36	6	67	22
Jul-36	6	68	23
Aug-36	6	68	22

Sep-36	5	65	21
Oct-36	5	66	21
Nov-36	5	64	20
Dec-36	5	65	20
Jan-37	5	65	19
Feb-37	4	58	17
Mar-37	5	63	19
Apr-37	4	61	17
May-37	4	62	18
Jun-37	4	60	17
Jul-37	4	61	17
Aug-37	4	61	16
Sep-37	4	58	15
Oct-37	4	60	16
Nov-37	4	57	15
Dec-37	4	58	15
Jan-38	4	58	14
Feb-38	3	52	13
Mar-38	3	57	14
Apr-38	3	55	13
May-38	3	56	13
Jun-38	3	54	12
Jul-38	3	55	12
Aug-38	3	54	12
Sep-38	3	52	11
Oct-38	3	53	12
Nov-38	3	51	11
Dec-38	3	52	11
Jan-39	3	52	11
Feb-39	2	46	9
Mar-39	3	51	10
Apr-39	2	49	10
May-39	2	50	10
Jun-39	2	48	9
Jul-39	2	49	9
Aug-39	2	49	9
Sep-39	2	47	8
Oct-39	2	48	9
Nov-39	2	46	8
Dec-39	2	47	8
Jan-40	2	46	8
Feb-40	2	43	7
Mar-40	2	46	8

ANNEXURE 2(A)
OIL'S INTERNAL BASELINE PRODUCTION
Contract Area No. OIL/MNF/2022/CA-2/BORDUBI
Baseline Oil Production (in Cubic Meter)
Baseline Gas Production (in Thousand Cubic Meter)

Month	Baseline Crude Production (m3)	Baseline Natural Gas Production (Thousand m3)
Apr-22	89.2	22.3
May-22	88.4	22.1
Jun-22	87.7	21.9
Jul-22	86.9	21.7
Aug-22	86.1	21.5
Sep-22	85.4	21.3
Oct-22	84.6	21.2
Nov-22	83.9	21.0
Dec-22	83.2	20.8
Jan-23	82.4	20.6
Feb-23	81.7	20.4
Mar-23	81.0	20.3
Apr-23	80.3	20.1
May-23	79.6	19.9
Jun-23	78.9	19.7
Jul-23	78.2	19.6
Aug-23	77.5	19.4
Sep-23	76.8	19.2
Oct-23	76.2	19.0
Nov-23	75.5	18.9
Dec-23	74.8	18.7
Jan-24	74.2	18.5
Feb-24	73.5	18.4
Mar-24	72.9	18.2
Apr-24	72.3	18.1
May-24	71.6	17.9
Jun-24	71.0	17.8
Jul-24	70.4	17.6
Aug-24	69.8	17.4
Sep-24	69.2	17.3

Oct-24	68.6	17.1
Nov-24	68.0	17.0
Dec-24	67.4	16.8
Jan-25	66.8	16.7
Feb-25	66.2	16.5
Mar-25	65.6	16.4
Apr-25	65.0	16.3
May-25	64.5	16.1
Jun-25	63.9	16.0
Jul-25	63.3	15.8
Aug-25	62.8	15.7
Sep-25	62.2	15.6
Oct-25	61.7	15.4
Nov-25	61.2	15.3
Dec-25	60.6	15.2
Jan-26	60.1	15.0
Feb-26	59.6	14.9
Mar-26	59.0	14.8
Apr-26	58.5	14.6
May-26	58.0	14.5
Jun-26	57.5	14.4
Jul-26	57.0	14.3
Aug-26	56.5	14.1
Sep-26	56.0	14.0
Oct-26	55.5	13.9
Nov-26	55.0	13.8
Dec-26	54.6	13.6
Jan-27	54.1	13.5
Feb-27	53.6	13.4
Mar-27	53.1	13.3
Apr-27	52.7	13.2
May-27	52.2	13.1
Jun-27	51.8	12.9
Jul-27	51.3	12.8
Aug-27	50.9	12.7
Sep-27	50.4	12.6
Oct-27	50.0	12.5
Nov-27	49.5	12.4
Dec-27	49.1	12.3
Jan-28	48.7	12.2
Feb-28	48.3	12.1
Mar-28	47.8	12.0
Apr-28	47.4	11.9

May-28	47.0	11.7
Jun-28	46.6	11.6
Jul-28	46.2	11.5
Aug-28	45.8	11.4
Sep-28	45.4	11.3
Oct-28	45.0	11.2
Nov-28	44.6	11.1
Dec-28	44.2	11.0
Jan-29	43.8	11.0
Feb-29	43.4	10.9
Mar-29	43.0	10.8
Apr-29	42.7	10.7
May-29	42.3	10.6
Jun-29	41.9	10.5
Jul-29	41.6	10.4
Aug-29	41.2	10.3
Sep-29	40.8	10.2
Oct-29	40.5	10.1
Nov-29	40.1	10.0
Dec-29	39.8	9.9
Jan-30	39.4	9.9
Feb-30	39.1	9.8
Mar-30	38.7	9.7
Apr-30	38.4	9.6
May-30	38.1	9.5
Jun-30	37.7	9.4
Jul-30	37.4	9.4
Aug-30	37.1	9.3
Sep-30	36.8	9.2
Oct-30	36.4	9.1
Nov-30	36.1	9.0
Dec-30	35.8	8.9
Jan-31	35.5	8.9
Feb-31	35.2	8.8
Mar-31	34.9	8.7
Apr-31	34.6	8.6
May-31	34.3	8.6
Jun-31	34.0	8.5
Jul-31	33.7	8.4
Aug-31	33.4	8.3
Sep-31	33.1	8.3
Oct-31	32.8	8.2
Nov-31	32.5	8.1

Dec-31	32.2	8.1
Jan-32	31.9	8.0
Feb-32	31.7	7.9
Mar-32	31.4	7.8
Apr-32	31.1	7.8
May-32	30.8	7.7
Jun-32	30.6	7.6
Jul-32	30.3	7.6
Aug-32	30.0	7.5

** Vetted profile from third party will be made available before the pre bid conference



ANNEXURE 1(AA)

BIDDABLE SHARE OF OIL REVENUE

Contract Area No. OIL/MNF/2022/CA-1 [Bagitibba]

Percentage share of the “Revenue” realized from the sale of incremental production of hydrocarbon (i.e. crude oil, condensate and natural gas) that the contractor would share with OIL

[Please enter value in percentage]

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(AA)

BIDDABLE SHARE OF OIL REVENUE

Contract Area No. OIL/MNF/2022/CA-2 [Bordubi]

Percentage share of the “Revenue” realized from the sale of incremental production of hydrocarbon (i.e. crude oil, condensate and natural gas) that the contractor would share with OIL

[Please enter value in percentage]

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(AA)

BIDDABLE SHARE OF OIL REVENUE

Contract Area No. OIL/MNF/2022/CA-3 [Uriamguri]

Percentage share of the “Revenue” realized from the sale of incremental production of hydrocarbon (i.e. crude oil, condensate and natural gas) that the contractor would share with OIL

[Please enter value in percentage]

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(AA)

BIDDABLE SHARE OF OIL REVENUE

Contract Area No. OIL/MNF/2022/CA-4 [Tarajan]

Percentage share of the “Revenue” realized from the sale of incremental production of hydrocarbon (i.e. crude oil, condensate and natural gas) that the contractor would share with OIL

[Please enter value in percentage]

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____



ANNEXURE 1(AA)

BIDDABLE SHARE OF OIL REVENUE

Contract Area No. OIL/MNF/2022/CA-5 [Rajgarh]

Percentage share of the “Revenue” realized from the sale of incremental production of hydrocarbon (i.e. crude oil, condensate and natural gas) that the contractor would share with OIL

[Please enter value in percentage]

Place: _____

Signature of Authorized Signatory
(Affix Seal)

Date: _____

Name: _____

Designation: _____

ANNEXURE 1(Z)

INCREMENTAL PRODUCTION PROFILE (TO BE QUOTED BY THE BIDDERS)

Contract Area No. OIL/MNF/2022/CA-1 [Bagitibba]

Incremental Oil Production (in Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Bagitibba															
Total (Incremental Oil Production)															

Incremental Gas Production (in Thousand Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Bagitibba															
Total (Incremental Gas Production)															

Note: For the purpose of bid evaluation, the Incremental Oil Production and Incremental Gas Production shall be considered

Place: _____

Signature of Authorized Signatory

Date: _____

(Affix Seal)

Name: _____

Designation: _____

ANNEXURE 1(Z)

INCREMENTAL PRODUCTION PROFILE (TO BE QUOTED BY THE BIDDERS)

Contract Area No. OIL/MNF/2022/CA-2 [Bordubi]

Incremental Oil Production (in Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Bordubi															
Total (Incremental Oil Production)															

Incremental Gas Production (in Thousand Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Bordubi															
Total (Incremental Gas Production)															

Note: For the purpose of bid evaluation, the Incremental Oil Production and Incremental Gas Production shall be considered

Place: _____

Date: _____

Signature of Authorized Signatory

(Affix Seal)

Name: _____

Designation: _____

ANNEXURE 1(Z)

INCREMENTAL PRODUCTION PROFILE (TO BE QUOTED BY THE BIDDERS)

Contract Area No. OIL/MNF/2022/CA-3 [Uriamguri]

Incremental Oil Production (in Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Uriamguri															
Total (Incremental Oil Production)															

Incremental Gas Production (in Thousand Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Uriamguri															



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Annexures - Production Enhancement Operations in Marginal
Nomination Fields
Tender No. CDG9906P22
Commercial Bid Formats

Total (Incremental Gas Production)															
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Note: For the purpose of bid evaluation, the Incremental Oil Production and Incremental Gas Production shall be considered

Place: _____

Date: _____

Signature of Authorized Signatory
(Affix Seal)

Name: _____

Designation: _____

ANNEXURE 1(Z)

INCREMENTAL PRODUCTION PROFILE (TO BE QUOTED BY THE BIDDERS)

Contract Area No. OIL/MNF/2022/CA-4 [Tarajan]

Incremental Oil Production (in Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Tarajan															
Total (Incremental Oil Production)															

Incremental Gas Production (in Thousand Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Tarajan															
Total (Incremental Gas Production)															

Note: For the purpose of bid evaluation, the Incremental Oil Production and Incremental Gas Production shall be considered

Place: _____

Signature of Authorized Signatory

Date: _____

(Affix Seal)

Name: _____

Designation: _____

ANNEXURE 1(Z)

INCREMENTAL PRODUCTION PROFILE (TO BE QUOTED BY THE BIDDERS)

Contract Area No. OIL/MNF/2022/CA-5 [Rajgarh]

Incremental Oil Production (in Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Rajgarh															
Total (Incremental Oil Production)															

Incremental Gas Production (in Thousand Cubic Meter per Day)

Field Name	FY- 2024	FY- 2025	FY- 2026	FY- 2027	FY- 2028	FY- 2029	FY- 2030	FY- 2031	FY- 2032	FY- 2033	FY- 2034	FY- 2035	FY- 2036	FY- 2037	FY- 2038
Rajgarh															
Total (Incremental Gas Production)															

Note: For the purpose of bid evaluation, the Incremental Oil Production and Incremental Gas Production shall be considered

Place: _____

Date: _____

Signature of Authorized Signatory

(Affix Seal)

Name: _____

Designation: _____