



**EXPRESSION OF INTEREST (EOI) FOR
“INTEGRATED WELL CONSTRUCTION CAMPAIGN IN RAVVA BLOCK”**

Cairn Oil & Gas vertical of **Vedanta Limited** is India’s largest private upstream O&G company with operating interest in several producing fields in India contributing ~25% of India’s domestic production. Cairn operates Offshore Ravva Oil and Gas Field (Andhra Pradesh), on behalf of itself and its Joint Venture (JV) partners, located off the east coast of the state of Andhra Pradesh, India.

Ravva Oil and Gas Field consists of eight un-manned well head platforms installed in 8-15m of water depth. The offshore well fluid produced from the wells in the Ravva Field are received at the onshore processing terminal via subsea pipelines. A 225 acre onshore processing terminal at Surasaniyanam processes the natural gas and crude oil produced from the Ravva offshore field

Brief Scope of Work and Bids

Vedanta Limited intends to carry out drilling campaign in Ravva field in order to maximize the resource monetization with cost optimization.

To achieve this objective, Vedanta on behalf of itself and its joint venture partners invites global Oil Field Services and/or consortiums with end-to-end capabilities in **offshore field** for domains such as subsurface technical evaluations, well planning, well construction (including but not limited to drilling, completion, testing and associated well services, application of production technology for enhancing the well productivity and ultimate recovery).

Interested parties/ consortiums would need to express their interest in pre-qualification to participate in the International Competitive Bidding (ICB) Process for the integrated services in Ravva block. Interested parties/consortiums would need to demonstrate strong and integrated capabilities across the entire O&G value chain as well as past experience of executing similar large-scale developments.

Vendor/Consortiums that are in a position to deliver end to end proposition would be required.

“SPECIFIC PRE-QUALIFICATION CRITERIA”

NOTE: APPLICANT wherever referred to in this document, would mean the leader of **CONSORTIUM** of Oil & Gas Services (in case the bidder applies as a **CONSORTIUM**) or an Oil & Gas Services provider itself (in case the bidder applies as an individual company).

Each CONSORTIUM partner/individual bidder will be required to meet the below mentioned financial pre-qualification criteria to legitimately express interest for collaboration with Vedanta Limited.

PRE-QUALIFICATION CRITERIA

1. **Financial performance:** Minimum annual average turnover of **each CONSORTIUM partner (cumulatively in proportion to the percentage of work to be performed by them)/individual bidder** in last two financial years should be equal to or more than the estimated average annual Contract

value, with positive net worth in each of those financial years and minimum liquidity ratio 1.0 in each of the preceding two years.

Each CONSORTIUM partner/individual bidder shall submit company's financial performance documents (Audited Balance sheets, Profit and Loss Account & cash flow statement , Auditors Report and Notes to Accounts etc.) for last 2 (two) financial years. Latest financial statement **should not be older than 12 months** on the date of submission of response to Expression of interest.

Additional points to be considered for evaluation of financial performance:

- Normally standalone financials of the bidding entity only will be considered. Parent/Holding company financials can be submitted and considered, subject to
 - i. Acceptance of Submission of financial guarantee in the form of 10% Bank Guarantee of estimated Contract value, as per the format enclosed- Appendix 1A
 - ii. Commitment letter from Parent/ Holding Co. to provide financial support to the bidding entity, as per the format enclosed- Appendix 1B
- Evaluation will be done only on the basis of the published annual reports / audited financials containing Auditor’s report, Balance sheet, Profit & Loss a/c and Notes to Accounts
- In case of unaudited statements (if there are no audit requirements for auditing of financials as per the local law), the financials shall be accompanied by a certificate from a Certified Accountant. Certificate should also mention the fact that there is no requirement of audit of the financials as per the local law
- All qualifications and exceptions brought out in Auditor’s report and Notes to Accounts would be factored in while undertaking financial evaluation

2. Delivery capabilities:

The APPLICANT must demonstrate which of the capabilities they possess (directly or as a part of the CONSORTIUM):

- I. Subsurface evaluation: G&G capabilities including seismic interpretation, stratigraphic/well correlation, well planning and pore pressure estimates, geomechanical studies, formation evaluation, well testing and other relevant sub-surface capabilities.
- II. Integrated well construction (Offshore): Capabilities include ‘Drilling’, ‘Completions’ and ‘Associated well services’

Please mention the following details against the two listed capabilities.

Sl No.	Category	Applicant has capability (Yes/ No)	If Applicant doesn't have the capability, will it be addressed by CONSORTIUM. Names of finalised/ likely CONSORTIUM PARTNERS	If Applicant doesn't have the capability, will it be addressed by SUB-CONTRACTOR. Names of finalised/ likely sub-contractor
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1	Subsurface Evaluation			
2	Offshore Integrated well Construction			

For either of the above (I to II), please separately submit details of completed / on-going medium to large scale projects in last 10 years – where the APPLICANT or any CONSORTIUM MEMBER has demonstrated the respective capability in a similar context. Please submit project details as per Annexure 1. In case, any project qualifies for more than one capability, please clearly state the same.

3. Quality, Health, Safety and Environment (QHSE): APPLICANT (Bidder/all members of the consortium) must have a comprehensive Quality, Health, Safety and Environmental Management system in place.

APPLICANTS are requested to submit the following documents related to QHSE:

- a) QHSE Management System (inclusive but not limited to QHSE Policy, QHSE Manuals and Procedures, QHSE Objectives, Standard Operating Procedures Index, QHSE organogram, Quality System Certifications, Key procedures related to Purchase, Inspection and Testing, Calibration, Applicable Product certifications).
- b) LTI statistics for past 3 years
- c) Valid Quality and HSE certifications (ISO, OSHAS, API or Equivalent etc.)

ANNEXURE 1 - SPECIFIC EXPERIENCE RELEVANT TO THE OPPORTUNITY AREA

Provide case study for a project completed / on-going from the last 10 years, demonstrating specific capability requested. The case study should necessarily include:

- a) List of integrated offshore well construction projects executed or under execution over the last 10 years and with Project start & completion date and percentage completion
 - o **APPLICANT’s** or **CONSORTIUM MEMBER’s** role & responsibilities in the project
 - o Other remarks (e.g. contractual details, partnerships, sub-contractors, etc.)
- b) List of projects consisting of G&G work (including seismic interpretation, Formation evaluation, well planning, pore pressure and geo-mechanical studies) and other relevant subsurface studies executed or under execution over the last 10 years and with Project start & completion date and percentage completion
 - o **APPLICANT’s** or **CONSORTIUM MEMBER’s** role & responsibilities in the project
 - o Other remarks (e.g. contractual details, partnerships, sub-contractors, etc.)
- c) Existing Local base for support/service etc.

Documents to be furnished in the Proposal for Pre-Qualification

- 1. Letter of interest from the **APPLICANT** on their letter head.
- 2. In case of bidding as a consortium, the % division of the scope of work shall be submitted along with a Memorandum of Understanding (MoU)/declaration of intent.
- 3. Financial performance documents as listed in the Pre-qualification criteria 1 (Financial performance)

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4. If the APPLICANT is unable to meet the Financial Evaluation Criteria, Parent/Holding Company Audited Financials can be considered, subject to (i) Applicant confirming submission of Financial guarantee equivalent to 10% of contract value in addition to the 10% performance Bank Guarantee and (ii) a Commitment Letter from Parent/Holding Company to provide financial support to the APPLICANT
 5. Technical capabilities details as listed in Pre-qualification criteria 2 (Delivery capabilities) including specific experience as per Annexure 1.
 6. QHSE performance documents of the bidder/all members of the consortium as listed in Pre-qualification criteria 3 (QHSE)
 7. Complete administrative details of your company such as but not limited to nature of legal entity, registration details, office and site locations etc.
 8. Declaration specifying that the APPLICANT is not under liquidation, court receivership or other similar proceedings
 9. Any other documents in support of APPLICANT's credentials and experience and expertise, relevant to Cairn opportunity areas

Vedanta Limited requests interested bidders who wish to receive Tender for the above, to submit their Expression of Interest under ICB Process. The interested bidders should evince interest to participate in the Expression of Interest by clicking on the "Evince Interest" link against the corresponding EoI listing on the Cairn website i.e. <http://www.cairnindia.com> and submit their contact details online. Further to this, interested bidders would be invited to submit their response via Smart Source (Cairn's e Sourcing Platform) within 21 Days from publishing of this EoI.

In case of any clarifications, the interested bidders can communicate at response@cairnindia.com

Appendix IA- Bank Guarantee to be provided by Holding Company of the Bidder

To,
Vedanta Limited
DLF Atria, Jacaranda Marg,
DLF City – Phase-2,
Gurugram – 122002,
Haryana, India

1. In consideration Of VEDANTA LIMITED, a body corporate established under the laws of India, and having its Registered Office at 1st Floor , 'C' wing ,Unit 103, Corporate Avenue, Atul Project, Chakal, Andheri(East), Mumbai – 400093, Maharashtra, India. (hereinafter referred to as "Company", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, 'executors and permitted assigns) having entered into a Contract No..... dated (hereinafter called the "Contract" which expression 'shall include all the amendments thereto) with , a company incorporated and 'validly existing under the laws ofhaving its registered office at (hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns), based on the commitment to provide financial support to the Contractor by its Holding Company namely, (hereinafter referred to as the "Contractor's Parent", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns), the Contractor's Parent furnishes to the Company a bank guarantee for the amount of (.....) to guarantee the satisfactory performance by the Contractor in accordance with the terms and conditions of the Contract,
2. We, **BANK** registered under the laws of (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay to the Company (or if the bank has accepted the assignment of the benefit of this bank guarantee by the Company to any third party pursuant to Clause 4 of this bank guarantee then to that third party) forthwith within 1 (one) Business Day, after receipt by the Bank of a demand complying with the requirements of this bank guarantee on first demand in writing any / all moneys to the extent of (.....) without any demur reservation, recourse, contest or protest and without any reference to the Contractor or the Contractor's Parent. Any such demand made by Company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / of any other 'matter or thing whatsoever, as the Bank's liability under these presents being absolute and unequivocal. For the purposes of this Clause 2 "Business day" means a day on which commercial/scheduled banks are open for business in **India**. The Bank hereby agrees and acknowledges that this bank guarantee is irrevocable and continues to be enforceable until it is fully and finally discharged by Company in writing or **date:-** ("**Expiry Date**") whichever is earlier. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor or the Contractor's Parent and shall remain valid, binding and operative against the Bank.
3. The Bank also agrees that Company at its option shall be entitled to enforce this bank guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor or the Contractor's Parent and notwithstanding any security of other guarantee that Company may have in relation to the liabilities of the Contractor or the Contractor's Parent.
4. With the prior written consent of the Bank (which shall not be unreasonably withheld), the benefit of this bank guarantee may be assigned, charged or transferred by the Company to any person, company, bank or other

Appendix IA- Bank Guarantee to be provided by Holding Company of the Bidder

institution to which the benefit of the Contract is assigned in accordance with its terms only. The Bank shall be given written notice of any such assignment in advance. However, the Bank reserve the right at any time to refuse payment of or to reject documents presented bearing reference to any country, entity or individual that may be the subject of any boycott, sanction or embargo imposed by any laws, executive orders or regulations of the government and/or authorities of the [insert the country name] or other countries ("applicable restrictions"), This includes documents evidencing transshipment through any country affected by any applicable restrictions. The Bank shall not be liable for any delay or failure to make payment under this bank guarantee or disclosure of information in connection with such documents, or any other consequence thereof. Further, this bank guarantee may not be assigned or transferred to any person or entity that is the subject of any boycott, sanction or embargo under any applicable restrictions.

5. The Bank further agrees that shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligations hereunder: to vary. any of the terms and conditions of the Contract or to extend time for satisfactory performance of the Contract by the said Contractor and to enforce, or to forebear to enforce any-of the terms and conditions relating to the Contract and the Bank. shall not be relieved from its liability by reason of any such variation, or extension being granted to the Contractor or any forbearance, act or omission on the part of the Company or any indulgence shown by Company to the Contractor or any such matter or thing: whatsoever which under the applicable laws may, but for this provision, have effect of relieving the Bank.
6. The Bank further agrees that the bank guarantee herein contained shall remain in full force till it is validly discharged by the Company or whichever is earlier, and all dues of the Company under or by virtue of the Contract have been fully paid and ail its claims satisfied or discharged or till the Company discharges this bank guarantee in writing, whichever is earlier but not later than
7. The bank guarantee shall not be discharged by any change in Bank's constitution, constitution of Company or that of the Contractor or change in appropriate laws.
8. The Bank confirms that this bank guarantee has been issued with observance of appropriate laws of **INDIA**.
9. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with **INDIA**. laws and subject to the exclusive jurisdiction of **INDIA** courts.
10. All changes, fees, commission and other costs shall be to the account of the Contractor's Parent. Failure of the Contractor's Parent to make such payments shall not in any way affect the bank's obligation under this bank guarantee and Company shall be paid the money due to it under this bank guarantee without any deduction.
11. Notwithstanding anything contained hereinabove:
 - (i) Bank's liability under this bank guarantee is limited to (.....)
 - (ii) Bank's guarantee shall remain in force until
 - (iii) Any letter from the Company to the of Branch Office at of the Bank, under the seal of Company shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
 - (iv) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

Place:

Date:

Appendix IB- Financial Commitment Letter from Holding Company of the Bidder

Date:

Vedanta Limited,
DLF Atria, Jacaranda Marg,
DLF City – Phase-2,
Gurugram – 122002,
Haryana, India

Commitment for Financial Support to (“Bidder”) in ITT NO.....(“Tender”)

Dear Sirs,

We,....., a Company incorporated under the laws of, have beneficial ownership of more than 50% shareholding in the Bidder.

While the Bidder is unable to fulfill the financial evaluation criteria of the Tender, Vedanta Limited has agreed to consider our the audited financial statements in support for Bidder’s qualification and in consideration thereof we confirm and commit as follows:

1. Should the Bidder be awarded a binding contract pursuant to the Tender (“the Contract”), we shall provide to the Bidder all necessary support to be able to meet all their costs and liabilities pursuant to the Contract;
2. We shall provide to Vedanta Limited a Bank Guarantee in the format provided therefor in the Tender;
3. If requested by Vedanta Limited, we shall extend the validity period of the aforesaid Bank Guarantee or issue a further Bank Guarantee in the event that the duration of the Contract is for any reason extended beyond validity date of the Bank Guarantee;
4. We understand and agree that Vedanta Limited shall have an unqualified right under to draw on the Bank Guarantees under the following circumstances:
 - (i) Any failure by the Bidder to duly perform any of its obligations under the Contract;
 - (ii) Any valid claim made by Vedanta Limited accruing due to any acts/omission of the Bidder and the Bidder fails to pay Vedanta Limited for such a claim immediately upon such demand;
 - (iii) Our failure to renew or replace the Bank Guarantee, at least 7 (seven) days’ prior to its expiry, in case the term of Contract has been extended.
5. We further undertake to indemnify all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by Vedanta Limited due to the failure or breach on the part of the Bidder.
6. The undertaking contained herein and the Bank Guarantee issued pursuant hereto shall remain valid through the term of the Contract and shall not be invalidated by any change in our shareholding of the Bidder or by any other agreement or arrangement, save and except with express written consent or agreement with Vedanta Limited.
7. The terms of this undertaking are to be construed in accordance with the laws governing the Contract.

Thanking you,

Yours faithfully,

Appendix IB- Financial Commitment Letter from Holding Company of the Bidder

For and on behalf of,

Signature :

Name :

Designation :

Date :