

**OIL INDIA LIMITED
KG BASIN PROJECT
KAKINADA**

AMENDMENT NO. 3 DATED 28.07.2026

to

TENDER NO. CEG1823P27 for Charter Hire of 2 (Two) Nos. of DP-3 Drillship (MODU) Package with equipment and crew for drilling, testing and abandonment of exploratory wells in water depths from 500 meters to 3000 meters.

1.0 Consequent of the Pre-bid Conference held on 12.06.2026, this amendment is issued to amend / correct the following clauses of bidding document:

SL NO	CLAUSE NO.	ORIGINAL CLAUSE	AMENDMENT CLAUSE
1	General (wherever mentioned in the tender)	Tentative deployment of First Drillship (Category 1) – June 2027 Tentative deployment of Second Drillship (Category 2) – April 2028	Tentative deployment of First Drillship (Category 1) – September 2027 Tentative deployment of Second Drillship (Category 2) – July 2028
PART-2 BID EVALUATION CRITERIA (BEC)			
2	A. TECHNICAL EVALUATION CRITERIA: 1.0 Experience:	b. Bidder should have minimum 03 (three) years of experience in providing and operating dynamically positioned floater rig in the last 07 (seven) years. c. Bidder must have drilled/completed minimum 03 (three) wells in water depth of 1,500 meters or more with dynamically positioned floater rig in the last 07 years.	b. Bidder should have minimum 03 (three) years of experience in providing and operating dynamically positioned floater rig in the last 10 (ten) years. Bidder must have drilled/completed minimum 03 (three) wells in water depth of 1,500 meters or more with dynamically positioned floater rig in the last 10 (ten) years.

		d. Bidder should have executed at least 01 (one) contract of minimum 01 (One) year duration with DP-3 Drillship Unit in the last 07 years.	d. Bidder should have executed at least 01 (one) contract of minimum 01 (One) year duration with DP-3 Drillship Unit in the last 10 (ten) years.
3	A. TECHNICAL EVALUATION CRITERIA: 8.0 Valid certificates Sub Clause: (i)	Class Certification: - confirming that the Drilling Unit offered conforms to the specifications as built. Note: In case of warm stacked Drilling Unit(s), bidder shall submit annual survey endorsement by the classification agency valid as on the date of original bid opening and confirmation that the relevant Class certificate will be submitted after reactivation of the Drilling Unit(s), prior to third party inspection.	Class Certification: - confirming that the Drilling Unit offered conforms to the specifications as built. Note: In case of Drilling Unit which is maintained in warm stacked condition but is not in class certification validity will also be considered for evaluation. Bidder shall submit annual survey endorsement by the classification agency as on the date of original bid closing. However, bidder should confirm in their technical bid that the relevant Valid Class Certificate will be submitted after reactivation of the Drilling Unit, prior to third party inspection.
4	A. TECHNICAL EVALUATION CRITERIA: 11.0	11.0 The bidders should submit a certificate from any of the following Internationally reputed insurance underwriter's surveyors in the unpriced bid, to the effect that, the drilling unit is capable to work in Offshore environment for the water depth specified in the specifications / scope of work and Meteorological and Oceanographic parameters provided in SOW: a) DNVGL NDA b) Matthew's Daniel International c) Braemer Technical Services (Offshore) Pte Ltd d) London Offshore Consultants e) John Lebouris f) Aqualis Braemer Certificates from any other agency will not be accepted.	11.0 The bidders should submit a certificate from any of the following Internationally reputed insurance underwriter's surveyors in the unpriced bid, to the effect that, the drilling unit is capable to work in Offshore environment for the water depth specified in the specifications / scope of work and Meteorological and Oceanographic parameters provided in SOW: a) DNVGL NDA b) Matthew's Daniel International c) Braemer Technical Services (Offshore) Pte Ltd d) London Offshore Consultants e) John Lebouris f) Aqualis Braemer g) Global Maritime h) Bureau Veritas i) RINA j) Sterling Technical Certificates from any other agency will not be accepted.

5	B. FINANCIAL EVALUATION CRITERIA: 1.0	Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial / accounting years from the original bid closing date should be as follows: For bidders participating in - Category-1: Minimum INR 772.00 Cr. / USD 81.26 Million (1 USD = INR 95.00). Category-2: Minimum INR 786.00 Cr. / USD 82.75 Million (1 USD = INR 95.00). Both Categories: Minimum INR 1,558.00 Cr. / USD 164.00 Million (1 USD = INR 95.00).	Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial / accounting years from the original bid closing date should be as follows: For bidders participating in - Category-1: Minimum INR 772.00 Cr. / USD 81.26 Million (1 USD = INR 95.00). Category-2: Minimum INR 750.50 Cr. / USD 79.00 Million (1 USD = INR 95.00). Both Categories: Minimum INR 1522.50 Cr. / USD 160.26 Million (1 USD = INR 95.00).
6	B. FINANCIAL EVALUATION CRITERIA: 4.0 Sub Clause: iv	A certificate from the statutory Auditor of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.	A certificate from the Director of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary of the company concerned.
7	D. PRICE EVALUATION CRITERIA: 1.1	Except for the mobilisation schedule, the SOW, TOR, Technical Specifications, terms and conditions of service shall remain unchanged for both Categories of Drillships.	Except for the mobilisation schedule and non-requirement of MPD services under Category-2 Drillship, the SOW, TOR, Technical Specifications, terms and conditions of service shall remain unchanged for both Categories of Drillships.
8	D. PRICE EVALUATION CRITERIA: 7.0 Quality & Cost based selection (QCBS) Methodology 7.3 Technical (Quality) Parameters:	Supporting Documents Required Client certified monthly time sheets covering the operating downtime and repair hours attributable to contractor's equipment or to contractor's account both for the last five completed drilling wells of operation (or less if the rig has done only that many) for which the stated performance has been achieved.	Supporting Documents Required System generated reports or Client certified monthly time sheets covering the operating downtime and repair hours attributable to contractor's equipment or to contractor's account both for the last five completed drilling wells of operation (or less if the rig has done only that many) for which the stated performance has been achieved.

	Serial No. 1		
9	D. PRICE EVALUATION CRITERIA: 7.0 Quality & Cost based selection (QCBS) Methodology 7.3 Technical (Quality) Parameters: Serial No. 2	Supporting Documents Required Client certified inhouse key performance tracking software outputs for the proposed rig / rigs for last five completed drilling wells (or less if the rig has done only that many wells) and for the same wells from which the time sheets have been submitted above.	Supporting Documents Required System generated reports or Client certified inhouse key performance tracking software outputs for the proposed rig / rigs for last five completed drilling wells (or less if the rig has done only that many wells) and for the same wells from which the time sheets have been submitted above.
10	D. PRICE EVALUATION CRITERIA: 7.0 Quality & Cost based selection (QCBS) Methodology 7.4 QCBS based Bid Evaluation Methodology A. Calculation of Technical Score (TS)	Minimum qualifying marks for Technical Quality are 50%. Only Rigs, achieving TS of ≥ 50 marks out of total 100 marks, shall be considered as technically responsive and processed further. Bids for Rigs not scoring the minimum qualifying marks in Quality Criteria shall be rejected.	Minimum qualifying marks for Technical Quality are 60%. Only Rigs, achieving TS of ≥ 60 marks out of total 100 marks, shall be considered as technically responsive and processed further. Bids for Rigs not scoring the minimum qualifying marks in Quality Criteria shall be rejected.
11	D. PRICE EVALUATION CRITERIA: 7.0 Quality & Cost based	Bidders must verify and certify the aforesaid documents by a Third-Party Inspection Agency and submit the duly certified Inspection Certificate issued by the Agency along with the Technical Bid (refer to Clause No. 12.0 below for details).	Bidders must verify and certify the aforesaid documents by a Third-Party Inspection Agency and submit the duly certified Inspection Certificate issued by the Agency along with the Technical Bid (refer to Clause No. A.6.3 for details).

	selection (QCBS) Methodology 7.4 QCBS based Bid Evaluation Methodology A. Calculation of Technical Score (TS) Note IV.		
12	7.5 Price Bid Evaluation Criteria	Evaluation of Priced bids shall be on basis of Effective day rate (EDR) which shall be worked out as under: $\text{EDR} = (\text{T1} + \text{T2} + \text{T3} + \text{T4}) / 730$ <u>Where,</u> - T1 (Total Cost of Rig Hiring) = [M + {ODR * 642 + NODR* 44 + MDR* 20 + EBDR* 24} + D] +GST (as per Proforma-B1 /B2) - T2 =Total cost for Hiring of MPD services inclusive of GST (as per Proforma-B1 /B2)	Evaluation of Priced bids shall be on basis of Effective day rate (EDR) which shall be worked out as under: EDR= (T1+T2+T3+T4)/730 for Category -1 Drillship EDR= (T1+T3+T4)/730 for Category -2 Drillship Note: As MPD Services are not required for drillship under Category-2, the EDR Formula for 2nd Drillship will not have cost component under T2. <u>Where,</u> - T1 (Total Cost of Rig Hiring) = [M + {ODR * 642 + NODR* 44 + MDR* 20 + EBDR* 24} + D] +GST (as per Proforma-B1 /B2) - T2 =Total cost for Hiring of MPD services inclusive of GST (as per Proforma-B1 /B2)

PART- 3 FRAMEWORK AGREEMENT			
13	FRAMEWORK AGREEMENT	WHEREAS, Contractor is legal owner of Drillship "-----" (hereinafter referred to as `Drilling Unit') and engaged themselves in the business of conducting drilling operations in ultra deep waters and represents that they have adequate resources, equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith by deploying their Drilling Unit _____ with Associated Services and crew on turnkey basis in accordance with this Framework Agreement.	WHEREAS, Contractor is legal owner of Drillship or has the right to provide and deploy, the Drillship "-----" (hereinafter referred to as `Drilling Unit') through ownership, lease, bareboat charter or any other appropriate contractual arrangement, and engaged themselves in the business of conducting drilling operations in ultra deep waters and represents that they have adequate resources, equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith by deploying their Drilling Unit _____ with Associated Services and crew on turnkey basis in accordance with this Framework Agreement.
14	4.3.2 (i)	i) The Company may add the time taken by the rig during the rig moves (which constitutes rig positioning and travel time for DP mode rig) during the primary period of the contract including actual time taken for rig move.	i) The Company may add the time taken by the rig during the rig moves (which constitutes rig positioning and travel time for DP mode rig) during the primary period of the contract including actual time taken for rig move. However, Company shall notify the Contractor of adding back such rig move time 90 days prior to completion of the Contract for Phase 1.
15	6.2 Assignment of Framework Agreement by Company	6.2.2 Company reserves the right to transfer the Drillship contract to other NOC(s) either at the end of Phase 1 or anytime during Phase 2 of this Framework Agreement and Contractor has no objection for such Assignment/Transfer of their Drillship.	6.2.2 Company reserves the right to transfer the Drillship contract to other NOC(s) either at the end of Phase 1 or anytime during Phase 2 of this Framework Agreement and Contractor has no objection for such Assignment/Transfer of their Drillship. Any such Assignment shall be subject to the execution of a Tripartite Assignment Agreement between the parties.
16	Clause 7.0 Rate Structure and Costs	 There shall be no change in rates for call out MPD services mentioned in Rate Schedule throughout the Framework Agreement period of 7 years.	 There shall be no change in rates for call out MPD services mentioned in Rate Schedule during Phase-1 of the Contract period. However, the operating day rates

	Clause 7.1 – Day Rates		for MPD Services during Phase 2 shall be mutually agreed upon.
17	7.3.2 Assignment (within India) to another NOC:	7.3.2 Assignment (within India) to another NOC: If Company assigns the Drillship service to another NOC as per clause 6.2 above after competition of Phase 1 Work, then Moving Day rate charges shall apply till the Drillship reaches the new Location assigned by the other NOC. Further, demobilization charges of Drillship shall be payable by Company (OIL) on completion of drilling program of other NOC and re-export of Drillship outside India. However, if the Drillship is deployed by Contractor with another non-NOC (private) operator within India on completion of the assigned NOC's work program, no demobilization charges shall be payable. If the Drillship is deployed by Contractor under Phase 2 on completion of drilling program of other NOC, then Moving Day rate charges shall apply till the Drillship reaches the new Location assigned by OIL.	7.3.2 Assignment (within India) to another NOC: If Company assigns the Drillship service to another NOC as per clause 6.2 above after completion of Phase 1 Work, then Moving Day rate charges shall apply until the Drillship reaches the new Location assigned by the other NOC. Further, demobilization charges of Drillship shall be payable by Company (OIL) on completion of drilling program of other NOC and re-export of Drillship outside India. However, if the Drillship is deployed by Contractor with another non-NOC (private) operator within India on completion of the assigned NOC's work program, no demobilization charges shall be payable. If the Drillship is deployed by Contractor under Phase 2 on completion of drilling program of other NOC, then Moving Day rate charges shall apply till the Drillship reaches the new Location assigned by OIL.
PART 3 - SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK			
18	Appendix-1 Exhibit-4	1. Voice and Data shall be VSAT based through C-band/ Extended C-Band through DOT authorized Indian service provider or combination of VSAT and leased lines. The Bidder shall arrange necessary equipment like Antenna, redundant RF equipment, IF equipment, Switches, Routers, Interfaces and cabling, firewalls (wherever required) at Drilling Rig end and base offices of OIL at Kakinada/ Bhubaneswar/Duliajan/Delhi. Suitable spares, modules and accessories should be maintained to ensure availability of the link. OIL shall be responsible only for providing a point of contact for LAN at Kakinada and other OIL offices.	1. Voice and Data shall be VSAT based through C-band/ Extended C-Band/ KU-band through DOT authorized Indian service provider or combination of VSAT and leased lines. The Bidder shall arrange necessary equipment like Antenna, redundant RF equipment, IF equipment, Switches, Routers, Interfaces and cabling, firewalls (wherever required) at Drilling Rig end and base offices of OIL at Kakinada/ Bhubaneswar/Duliajan/Delhi. Suitable spares, modules and accessories should be maintained to ensure availability of the link. OIL shall be responsible only for providing a point of contact for LAN at Kakinada and other OIL offices.
19	Appendix-1 Exhibit-4	12. Data Bandwidth: Online Data communication shall cater to the need of drilling surface	12. Data Bandwidth: Online Data communication shall cater to the need of drilling surface /subsurface data

		/subsurface data like Rig Instrumentation data, well logging, Mud Logging and MWD/LWD data transmission, SAP, Web-ice, RTDMA (Real Time Data Management and Analytics) data, E-mail and Intranet applications, for which required bandwidth 10mbps shall be provided by the Bidder. Internet connections should be provided separately and not to be provided on the network providing 10mbps Bandwidth exclusively for other OIL applications. Minimum Eight 8 or more port RJ-45 LAN network to be established at Rig and each OIL Base offices for Voice & data communication. Bidder to ensure exclusive availability of the 02mbps bandwidth for OIL applications other than internet connectivity. 16. A bandwidth of 10mbps to be provided for all OIL applications and other requirements	like Rig Instrumentation data, well logging, Mud Logging and MWD/LWD data transmission, SAP, Web-ice, RTDMA (Real Time Data Management and Analytics) data, E-mail and Intranet applications, for which required bandwidth 6mbps shall be provided by the Bidder. Internet connections should be provided separately and not to be provided on the network providing 6mbps Bandwidth exclusively for other OIL applications. Minimum Eight 8 or more port RJ-45 LAN network to be established at Rig and each OIL Base offices for Voice & data communication. Bidder to ensure exclusive availability of the 02mbps bandwidth for OIL applications other than internet connectivity. 16. A bandwidth of 6mbps to be provided for all OIL applications and other requirements
20	Appendix-1, Exhibit-6 MPD SERVICES – ON CALL OUT BASIS	Rig Contractor to provide complete MPD service package (MPD Well Engineering, equipment, and personnel) on call out basis for the following MPD variants: 1. PMCD: Pressurized Mud Cap Drilling and 2. CBHP: Constant Bottom Hole Pressure Drilling Rig shall be MPD ready (rig shall have all surface piping and other modifications ready to receive MPD equipment) prior to Rig Mobilisation. As & when required, OIL shall issue Mobilisation notice for MPD services (Engineering, equipment and personnel).	Rig Contractor to provide complete MPD service package (MPD Well Engineering, equipment, and personnel) for Drillship under Category-1 on call out basis for the following MPD variants: 1. PMCD: Pressurized Mud Cap Drilling and 2. CBHP: Constant Bottom Hole Pressure Drilling Rig under Category-1 shall be MPD ready (rig shall have all surface piping and other modifications ready to receive MPD equipment) prior to Rig Mobilisation. As & when required, OIL shall issue Mobilisation notice for MPD services (Engineering, equipment and personnel). Note: Contractor shall mobilise the MPD equipment and services within 180 days from the date of issue of mobilisation notice against each call out.

21	Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER 1. Type, details of Rig	<table><tr><th>SL NO</th><th>Equipment Parameter</th><th>Company Technical Requirement</th><th>Minimum</th></tr><tr><td>1</td><td>Type, details of Rig</td><td>ii. Bidder to confirm that Survey/Recertification requiring docking of the Drilling Unit must not fall within the Contract period. • Bidder to provide the updated and latest Class Survey report • Bidder to confirm the Rig mobilization origin location and its present location along with ongoing contract details</td><td></td></tr></table>	SL NO	Equipment Parameter	Company Technical Requirement	Minimum	1	Type, details of Rig	ii. Bidder to confirm that Survey/Recertification requiring docking of the Drilling Unit must not fall within the Contract period. • Bidder to provide the updated and latest Class Survey report • Bidder to confirm the Rig mobilization origin location and its present location along with ongoing contract details		<table><tr><th>SL NO</th><th>Equipment Parameter</th><th>Company Technical Requirement</th><th>Minimum</th></tr><tr><td>1</td><td>Type, details of Rig</td><td>ii. Bidder to confirm that Survey/Recertification requiring docking of the Drilling Unit must not fall within the Contract period. • Bidder to provide the updated and latest Class certificate with annual endorsement. • Bidder to confirm the Rig mobilization origin location and its present location along with ongoing contract details</td><td></td></tr></table>	SL NO	Equipment Parameter	Company Technical Requirement	Minimum	1	Type, details of Rig	ii. Bidder to confirm that Survey/Recertification requiring docking of the Drilling Unit must not fall within the Contract period. • Bidder to provide the updated and latest Class certificate with annual endorsement. • Bidder to confirm the Rig mobilization origin location and its present location along with ongoing contract details												
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		Wave Crest Height (m)	12	6	Surface Current (kts)	3	2.5
		Surface Current (kts)	3.5	3			
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		2	Water Depth and Rig particulars	1. The rig must be capable of working in water depth range from minimum 500 meters up to 3,000 meters in the Indian offshore environment as specified. 2. Moon Pool: Minimum clear opening of 20 m(L) x 9 m(W) required Note: OIL can deploy the rig up to the minimum & maximum rated water depth capacity of the rig (as per Rig Operating Manual) as and when required.	2	Water Depth and Rig particulars	1. The rig must be capable of working in water depth range from minimum 500 meters up to 3,000 meters in the Indian offshore environment as specified. 2. Moon Pool: Minimum clear opening of 20 m(L) x 9 m(W) required Note: OIL can deploy the rig up to the minimum & maximum rated water depth capacity of the rig (as per Contract) as and when required.
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		3	Station Keeping	The Rig shall be able to operate in 500 m of min WD to 3,000 m	3	Station Keeping	The Rig shall be able to operate in 500 m of min WD to 3,000 m water

	INFORMATION TO BE PROVIDED BY BIDDER			water depth round the year in weather conditions prevailing in East coast of Indian Offshore. At least 27 MW power should be available at all the Azimuth Thrusters taken together. The rig shall be originally designed for minimum rating of DP-3) Note: 1. Confirm that Riser analysis shall be provided by the Bidder for each location based on riser system with 17.0 ppg of mud. Report on Riser analysis shall be certified from recognized organization of DG Shipping 2. Confirm that DP capability plot is provided. 3. Confirm Rig having continuous recording Current meter to support weather related operational data.			depth round the year in weather conditions prevailing in East coast of Indian Offshore. At least 27 MW power should be available at all the Azimuth Thrusters taken together. The rig shall be originally designed for minimum rating of DP-3) Note: 1. Confirm that Riser analysis shall be provided by the Bidder for each location based on riser system with 17.0 ppg of mud. 2. Confirm that DP capability plot is provided. 3. Confirm Rig having continuous recording Current meter to support weather related operational data.								
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				 11. Rig must have Drift Indicator (Totco 0-16 degree) with baffle plates and complete with wire line retrieving tool and Wire line winch for carrying out directional surveys.			 11. Deleted												
26	Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER	<table><tr><th>SL NO</th><th>Equipment Parameter</th><th>Company Minimum Technical Requirement</th></tr><tr><td>5</td><td>Power Management and Distribution system</td><td>4. The engines and generators must be in condition that no OEM specified overhauls will be required during the contract term. Bidder to submit documentary evidence.</td></tr></table>			SL NO	Equipment Parameter	Company Minimum Technical Requirement	5	Power Management and Distribution system	4. The engines and generators must be in condition that no OEM specified overhauls will be required during the contract term. Bidder to submit documentary evidence.	<table><tr><th>SL NO</th><th>Equipment Parameter</th><th>Company Minimum Technical Requirement</th></tr><tr><td>5</td><td>Power Management and Distribution system</td><td>4. The engines and generators shall be maintained and overhauled as per OEM specified frequency when due. However, Contractor shall ensure that adequate power is available during such times meeting the operational requirements.</td></tr></table>			SL NO	Equipment Parameter	Company Minimum Technical Requirement	5	Power Management and Distribution system	4. The engines and generators shall be maintained and overhauled as per OEM specified frequency when due. However, Contractor shall ensure that adequate power is available during such times meeting the operational requirements.
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27	Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER	<table><tr><th>SL NO</th><th>Equipment Parameter</th><th>Company Minimum Technical Requirement</th></tr><tr><td>10</td><td>Mud Processing system</td><td>Mud Handling Equipment shall include the following: a) Shale shaker system: Two (2) or more Scalping type Shakers cascading into a minimum of four (4) shakers, or alternatively a minimum of four (4) Shakers with in-built Scalping deck. The Shale shaker system shall be capable of handling a minimum of 1400 GPM together at a time when fitted</td></tr></table>			SL NO	Equipment Parameter	Company Minimum Technical Requirement	10	Mud Processing system	Mud Handling Equipment shall include the following: a) Shale shaker system: Two (2) or more Scalping type Shakers cascading into a minimum of four (4) shakers, or alternatively a minimum of four (4) Shakers with in-built Scalping deck. The Shale shaker system shall be capable of handling a minimum of 1400 GPM together at a time when fitted	<table><tr><th>SL NO</th><th>Equipment Parameter</th><th>Company Minimum Technical Requirement</th></tr><tr><td>10</td><td>Mud Processing system</td><td>Mud Handling Equipment shall include the following: a) Shale shaker system: Two (2) or more Scalping type Shakers cascading into a minimum of four (4) shakers, or alternatively a minimum of four (4) Shakers with in-built Scalping deck. The shale shakers installed on the rigs should have minimum 400 GPM flowrate handling capacity with 12 ppg mud and 120 mesh screen size installed and 600 GPM</td></tr></table>			SL NO	Equipment Parameter	Company Minimum Technical Requirement	10	Mud Processing system	Mud Handling Equipment shall include the following: a) Shale shaker system: Two (2) or more Scalping type Shakers cascading into a minimum of four (4) shakers, or alternatively a minimum of four (4) Shakers with in-built Scalping deck. The shale shakers installed on the rigs should have minimum 400 GPM flowrate handling capacity with 12 ppg mud and 120 mesh screen size installed and 600 GPM
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			with API No. 120 screens while running 12.0 ppg water base mud (OEM specifications must conform to required specifications). • All replacement Screens from API Screen No. 20 to 270 of OEM/ OES supplied only to be always made in sufficient quantities. • All shakers referred to above must be Linear / Balanced Elliptical / Progressive Elliptical / Tuned Elliptical Motion Shakers capable of generating a 'G' force of 7G or more. Ditch magnet must be provided in the flow channel. b) Mud Cleaner: Additionally, "One Mud Cleaner System" comprising of a shaker fitted with a Desander with at least two 12" hydro cyclone assemblies and Desilter with at least sixteen 4" hydro cyclone assemblies with a minimum capacity of 1000 GPM.		flowrate handling capacity with 10.0 ppg mud and 120 mesh screen size installed (OEM specifications must conform to required specifications). • All replacement Screens from API Screen No. 20 to 270 of OEM / OES supplied only to be always made available in sufficient quantities. • All shakers referred to above must be Linear / Balanced Elliptical / Progressive Elliptical / Tuned Elliptical Motion Shakers capable of generating a 'G' force of 7G or more. Ditch magnet must be provided in the flow channel. b) Mud Cleaner: Additionally, "One Mud Cleaner System" comprising of a shaker fitted with a Desander with at least two 12" hydro cyclone assemblies and Desilter with at least sixteen 4" hydro cyclone assemblies with a minimum capacity of 1000 GPM. Note: However, where six or more Shale shakers meeting tendered specifications are provided, offers without the dedicated mud cleaner as mentioned under clause b) above will also be acceptable.
28	Appendix-2				

	Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER	SL NO	Equipment Parameter	Company Minimum Technical Requirement	SL NO	Equipment Parameter	Company Minimum Technical Requirement
		12	Pipe Handling Equipment and arrangement (Main & Auxiliary)	2. Rig must be equipped with Casing Stabbing arrangements with all safety measures.	12	Pipe Handling Equipment and arrangement (Main & Auxiliary)	2. Deleted
29	Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER	SL NO	Equipment Parameter	Company Minimum Technical Requirement	SL NO	Equipment Parameter	Company Minimum Technical Requirement
		14	BOP	5. If BOP requires mid-term re certification for any other reason during the term of the contract, then the same shall be acceptable, provided the Bidder replaces the BOPs at its cost during the contract period but prior to expiry of the five yearly re certification, with those having valid recertification from OEM or OEM authorized facility. However, in such a case, Bidder shall bear all the cost(s) of the other services which are hired by OIL separately and are dedicated to the operations of wells drilled by this rig apart from zero-day rate being applicable for the drilling unit during the period operations are materially affected due to	14	BOP	5. If BOP requires mid-term re certification for any other reason during the term of the contract, then the same shall be acceptable, provided the Bidder replaces the BOPs at its cost during the contract period but prior to expiry of the five yearly re certification, with those having valid recertification from OEM or OEM authorized facility. However, in such a case, zero- day rate will be applicable for the drilling unit during the period operations are materially affected due to replacement of BOP. Also, Bidder shall replace the old BOP with re-certified BOP only during the period between the pull-out of BOP from one well and lowering of BOP in next well. For this purpose, Bidder shall pre-plan with Operator depending upon

				replacement of BOP. Cost of such other services as intimated by OIL, based on the rates at which the services contracts specific to this rig have been concluded, shall be accepted by Bidder and shall be binding on them Also, Bidder shall replace the old BOP with re-certified BOP only during the period between the pull-out of BOP from one well and lowering of BOP in next well. For this purpose, Bidder shall pre-plan with Operator depending upon the expiry of re-certification of existing BOP and drilling schedule of rig. The BOP stack shall be manufactured and re-certified as per relevant API standards. Configuration, Installation and Testing of the BOP stack shall be as per API STD 53.			the expiry of re-certification of existing BOP and drilling schedule of rig. The BOP stack shall be manufactured and re-certified as per relevant API standards. Configuration, Installation and Testing of the BOP stack shall be as per API STD 53.
30	Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER						

				and OEM authorized facilities offered at the time of third-party inspection by OIL nominated third party inspection agency.			facilities offered at the time of third-party inspection by OIL nominated third party inspection agency. For BOP Control system and BOP Control Pods, statement of fact by OEM/CEM or OEM/CEM authorized entity will also be acceptable.
31	Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER						
		SL NO	Equipment Parameter	Company Minimum Technical Requirement	SL NO	Equipment Parameter	Company Minimum Technical Requirement
		14	BOP	23. In case both the rigs are awarded to same bidder then successful bidder should mobilise 1(one) additional BOP stack amongst 2 Rigs at no extra cost to OIL as per mutually agreed schedule.	14	BOP	23. Deleted
32	Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER						
		SL NO	Equipment Parameter	Company Minimum Technical Requirement	SL NO	Equipment Parameter	Company Minimum Technical Requirement
		15	Marine Riser and Riser Tensioner Systems	2. Marine Drilling Riser System shall meet the requirements of latest edition of API RP-16Q - Design, Selection, Operation, Maintenance and Certification of Marine Drilling Riser Systems.	15	Marine Riser and Riser Tensioner Systems	2. Marine Drilling Riser System shall meet the requirements of relevant edition of API RP-16Q - Design, Selection, Operation, Maintenance and Certification of Marine Drilling Riser Systems.
33	Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF						
		SL NO	Equipment Parameter	Company Minimum Technical Requirement	SL NO	Equipment Parameter	Company Minimum Technical Requirement
		19	Fishing Tools	The rig must be equipped with fishing tools to enable fishing of all Bidder provided	19	Fishing Tools	The rig must be equipped with fishing tools to enable fishing of all Bidder provided drilling tools

	WORK AND INFORMATION TO BE PROVIDED BY BIDDER			drilling tools and tubulars, plus Operator provided casing, such as Overshot, Junk Subs, Reverse Circulating Junk Baskets, Junk Mills, Taper Mills, Magnets, Impression Blocks, Safety Joints, Fishing Jars, Jar Intensifiers, etc. 			and tubulars such as Overshot, Junk Subs, Reverse Circulating Junk Baskets, Junk Mills, Taper Mills, Magnets, Impression Blocks, Safety Joints, Fishing Jars, Jar Intensifiers, etc.
34	Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER						
		SL NO	Equipment Parameter	Company Technical Requirement	SL NO	Equipment Parameter	Company Minimum Technical Requirement
		25	Helideck & Helicopter Refueling system	Helideck must be suitable for landing and take-off of twin-engine helicopters. Helideck should be suitable for taking off and landing AW-139/S-92 helicopters or equivalent. Landing system should meet the latest CAP 437 regulations and OISD standard Circular No. AV22031/55(H)/2014-FSD Vol-1 dated Feb 2018 providing "Joint Standard Operating Procedure, Night Medical Evacuation Operations" Helideck and its markings shall be as per Civil Aviation requirement, Series B Part III of DGCA, Govt of India. The Helideck should have minimum D	25	Fishing Tools	Helideck must be suitable for landing and take-off of twin-engine helicopters. Helideck should be suitable for taking off and landing AW-139/S-92 helicopters or equivalent. Landing system should meet the latest CAP 437 regulations and OISD standard Circular No. AV22031/55(H)/2014-FSD Vol-1 dated Feb 2018 providing "Joint Standard Operating Procedure, Night Medical Evacuation Operations" Helideck and its markings shall be as per Civil Aviation requirement, Series B Part III of DGCA, Govt of India. The Helideck should have minimum

				value of 20m and T value of 12t Helideck should also have following lightings available: • Peripheral Lightings. • TD/PM Lights (Touch down/Position Marking) • H marking light. • Lit up windsock • HAPI (Helicopter Approach Path Indicator) Rig should have helicopter re-fueling system, approved by DGCA with adequate safety devices.			D value of 20m and T value of 12t Helideck should also have following lightings available: • Peripheral Lightings. • TD/PM Lights (Touch down/Position Marking) • H marking light. • Lit up windsock • HAPI (Helicopter Approach Path Indicator)												
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	PROVIDED BY BIDDER			during well testing / subsea well completions			
37	Appendix -2 Exhibit – B TECHNICAL SPECIFICATION OF ROV AND ASSOCIATED EQUIPMENT	New Addition (Revised Appendix 2, Exhibit-B Attached)			Description	Specification	
					6. LEFT HAND MANIPULATOR		
					Manufacturer		
					Type		
					Construction		
					Control Method		
					No of functions		
					Horizontal reach		
					Vertical reach below lowest part of ROV		
					Vertical Reach upwards from lowest part of ROV		
					Lift capacity at full extension		
					Push/pull force capacity		
					Claw rotation torque		
					Claw grip force		
					Claw capacity - Outer diameter of handles and tubular		
					7. Television System		
					7. (a)		
					Resolution at surface monitor/video recorder		
					7. (b)		
					Description	Specification	
					Low light camera		
					-Type		
					-Light sensitivity		
					-Resolution		

				-Focus Control	Pan and tilt camera (colour)	-Type	-Light sensitivity	-Resolution	-Focus Control	Manipulator camera	-Type	-Light sensitivity	-Resolution	-Focus Control	Utility camera (y/n)	-Type	-Light sensitivity	-Resolution	-Focus Control	Still picture camera	Moveable arm for pan & tilt unit
38	Appendix – 3 SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES	A	Utilities	Provided By		At cost of		A	Utilities	Provided By		At cost of									
				Company	Bidder	Company	Bidder			Compan y	Bidde r	Compan y	Bidde r								
		3b	Diesel fuel for all equipment of the drilling unit beyond 3a above including transportation charges.	X			X	3b	Diesel fuel for all equipment of the drilling unit beyond 3a above including transportation charges exclusive of diesel fuel for OIL's Third-party equipment.	X			X								
39	Appendix – 3	A	Utilities	Provided By		At cost of		A	Utilities	Provided By		At cost of									
				Com pany	Bidde r	Compan y	Bidde r			Com pany	Bidde r	Compan y	Bidde r								

			No personnel are allowed to go on offshore rigs without carrying out the above training.
PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT			
42	Preamble to SCC:	Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Section-I: "General Conditions of Contract". Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.	The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
43	2.4 DURATION OF CONTRACT (PHASE-1):	 OIL shall intimate the Contractor prior to expiry of 20 months whether the Contract will be extended beyond 24 months or not.	 OIL shall intimate the Contractor prior to expiry of 18 months whether the Contract will be extended beyond 24 months or not.
44	4.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION Clause No: 4.3	In case the Contractor fails to mobilize and deploy the Drilling Unit along with crew and/or fails to commence operations within the allocated mobilization time, Company shall have, without prejudice to any other provision in the contract including sub clause below, the right to invoke the Performance Security, forfeit the amount of Performance Security and terminate the Contract. Apart from termination, Contractor will be put up on holiday of two years (CONSEQUENCES OF TERMINATION).	In case the Contractor fails to mobilize and deploy the Drilling Unit along with crew and/or fails to commence operations within the allocated mobilization time, Company shall have, without prejudice to any other provision in the contract including sub clause below, the right to invoke the Performance Security, forfeit the amount of Performance Security and terminate the Contract. However, the right to termination due to delay in completion of mobilization will be exercised only after the Liquidated Damage phase (maximum 15 weeks from the date of completion of mobilization as per mobilization notice) is over. Apart from termination, Contractor will be put up on holiday of two years (CONSEQUENCES OF TERMINATION).
45	4.0 LIQUIDATED DAMAGES FOR DEFAULT IN	Liquidated Damages will be calculated on the basis of Annual Estimated Contract Price after deducting the Contract value for hiring of MPD on call out basis (i.e. Effective Day Rate of the drilling unit at	Liquidated Damages will be calculated on the basis of Estimated Contract Price after deducting the Contract value for hiring of MPD on call out basis (wherever applicable), excluding duties and taxes & diesel

	TIMELY MOBILISATION Clause No: 4.5	the time of LOA x 365 days) excluding duties and taxes & diesel loading, where such duties/taxes have been shown separately in the Contract.	loading, where such duties/taxes have been shown separately in the Contract.
46	6.0 CONTRACTOR'S OBLIGATIONS 6.1 PERSONNEL: Clause No. 6.1.7	Contractor will immediately remove the personnel upon receiving notice from the Company without hampering the operations and replace the personnel at the earliest , who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable. Contractor may have more personnel in excess of crew list, if considered necessary for which their request will be considered on its merits by Company. Those personnel shall be transported by boats/helicopter by Company on chargeable basis to Contractor. However Marine Warranty surveyor / Class Surveyor/ Naval Inspectors / ISO Auditors, after the Commencement of the Contract (maximum two at a time) shall be transported by helicopter at no cost to the Contractor.	Contractor will remove the personnel upon receiving notice from the Company without hampering the operations and replace the personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable. After approval of submitted replacement personnel CV by the Company, Indian National should be mobilized within 30 Days and Foreign National should be mobilized within 60 days. Contractor may have more personnel in excess of crew list, if considered necessary for which their request will be considered on its merits by Company. Also, Marine Warranty surveyor / Class Surveyor/ Naval Inspectors / ISO Auditors, after the Commencement of the Contract (maximum two at a time) shall be transported by helicopter at no cost to the Contractor.
47	6.3 CONTRACTOR'S ITEMS Clause No. 6.3.4	Contractor at its cost shall have the drill strings inspected by a recognized inspection agency mutually acceptable by both parties prior to the first Well unless inspected within last six months in previous contract, and thereafter every six months or 50,000 feet of drilling, whichever occurs first. Company, shall, at any other time, have the right to request the Contractor to have the drill pipe inspected by a recognized inspection agency at Company's cost.	Contractor at its cost shall have the drill strings inspected by a recognized inspection agency mutually acceptable by both parties prior to the first Well unless inspected within last six months in previous contract, and thereafter every year or 50,000 feet of drilling, whichever occurs first. Company, shall, at any other time, have the right to request the Contractor to have the drill pipe inspected by a recognized inspection agency at Company's cost.
48	6.3 CONTRACTOR'S ITEMS Clause No. 6.3.6	Further the Contractor has to indicate the daily consumption of the HSD for the Drilling Unit and its equipment. The Contractor also has to submit day wise HSD stock and consumption statement indicating the daily consumption of the HSD for Drilling Rig package and all its equipment	Further the Contractor has to indicate the daily consumption of the HSD for the Drilling Unit and its equipment. The Contractor also has to submit day wise HSD stock and consumption statement indicating the daily consumption of the HSD for Drilling Rig package and all its equipment including mud treatment at the

	Sub Clause: (c)	including mud treatment at the site in the DPR/IADC report. Company's responsibility is to provide _____ KL/day of diesel multiplied by the number of days of the Contract period.	site in the DPR/IADC report. Company's responsibility is to provide _____ KL/day of diesel multiplied by the number of days of the Contract period. However, diesel consumed during any normal rig moves or during cyclone period, over the contract duration, shall be provided by Company at actual consumption and the same shall be excluded from the daily consumption limit specified herein.
49	15.0 SUBSEQUENTLY ENACTED LAWS:	Subsequent to the date of issue of letter of award/intent if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred subject to the submission of documentary evidence by Contractor/Company.	Subsequent to the Bid Closing date, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred subject to the submission of documentary evidence by Contractor/Company.
50	16.0 LIABILITY FOR THE WELL	Company shall be liable for the cost of regaining control of any wild Well, as well as the cost of removal of debris and shall defend, indemnify and hold Contractor harmless, for any such cost, regardless of the cause thereof, including but not limited to the negligence of Contractor, its agents, employees or sub-contractors. Company shall be responsible for and shall defend, indemnify and hold harmless Contractor from any claims in respect of loss or damage to the hole or well. In the event the hole is lost or damaged because of the negligence of Contractor, Contractor's sole responsibility thereafter shall be the obligation to repair such damage within the limits of Contractor's normal complement of equipment and personnel or redrill the hole in the same Well or an alternate Well to the depth at which, such hole was lost at a rate equal to fifty (50) percent of the Operating Rate only by deploying the Drilling Unit	Company shall be liable for the cost of regaining control of any wild Well, as well as the cost of removal of debris and shall defend, indemnify and hold Contractor harmless, for any such cost, regardless of the cause thereof, including but not limited to the negligence of Contractor, its agents, employees or sub-contractors. Company shall be responsible for and shall defend, indemnify and hold harmless Contractor from any claims in respect of loss or damage to the hole or well. In the event the hole is lost or damaged because of Gross Negligence/Wilful Misconduct of Contractor, Contractor's sole responsibility thereafter shall be the obligation to repair such damage within the limits of Contractor's normal complement of equipment and personnel or redrill the hole in the same Well or an alternate Well to the depth at which, such hole was lost at a rate equal to fifty (50) percent of the Operating Rate only by deploying the Drilling Unit and personnel provided however, that in the case of any relief Well,

		and personnel provided however, that in the case of any relief Well, Company shall be solely responsible for all other costs or damage with respect to such loss or damage, regardless of the cause of such loss or damage.	Company shall be solely responsible for all other costs or damage with respect to such loss or damage, regardless of the cause of such loss or damage.																																																
51	18.4 DAMAGE OR LOSS OF COMPANY EQUIPMENT	DAMAGE OR LOSS OF COMPANY EQUIPMENT Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company.	Deleted																																																
52	30.0 FAILURE/DEFICIENCY PENALTY Clause No. 30.2	In case operations are not affected due to failure on the part of the Contractor to provide any Associated Services, then penalty will be levied at the rate of 2.5% of operating day rate. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the non-availability of any such services during the contractual period.	Deleted																																																
53	30.0 FAILURE/DEFICIENCY PENALTY Clause No. 30.5	Inter Location Movement Times – The prescribed time limits for Inter Location Movements for the Drillship will be as follows: <table border="1"> <thead> <tr> <th></th><th>Avg Speed ~4 kn</th><th>Avg Speed ~8 kn</th><th>Practical Planning Time (days)</th></tr> </thead> <tbody> <tr> <td>250 nm</td><td>62.5 hrs</td><td>31.25 hrs</td><td>~1.30–2.60 days</td></tr> <tr> <td>500 nm</td><td>125 hrs</td><td>62.5 hrs</td><td>~2.60–5.21 days</td></tr> <tr> <td>750 nm</td><td>187.5 hrs</td><td>93.75 hrs</td><td>~3.90–7.81 days</td></tr> <tr> <td>1000 nm</td><td>250 hrs</td><td>125 hrs</td><td>~5.20–10.41 days</td></tr> <tr> <td>1250 nm</td><td>312.50 hrs</td><td>104.2 hrs</td><td>~6.50–13.01 days</td></tr> </tbody> </table>		Avg Speed ~4 kn	Avg Speed ~8 kn	Practical Planning Time (days)	250 nm	62.5 hrs	31.25 hrs	~1.30–2.60 days	500 nm	125 hrs	62.5 hrs	~2.60–5.21 days	750 nm	187.5 hrs	93.75 hrs	~3.90–7.81 days	1000 nm	250 hrs	125 hrs	~5.20–10.41 days	1250 nm	312.50 hrs	104.2 hrs	~6.50–13.01 days	Inter Location Movement Times – The prescribed time limits for Inter Location Movements for the Drillship will be as follows: <table border="1"> <thead> <tr> <th></th><th>Avg Speed ~4 kn</th><th>Avg Speed ~8 kn</th><th>Practical Planning Time (days)</th></tr> </thead> <tbody> <tr> <td>250 nm</td><td>62.5 hrs</td><td>31.25 hrs</td><td>~1.30–2.60 days</td></tr> <tr> <td>500 nm</td><td>125 hrs</td><td>62.5 hrs</td><td>~2.60–5.21 days</td></tr> <tr> <td>750 nm</td><td>187.5 hrs</td><td>93.75 hrs</td><td>~3.90–7.81 days</td></tr> <tr> <td>1000 nm</td><td>250 hrs</td><td>125 hrs</td><td>~5.20–10.41 days</td></tr> <tr> <td>1250 nm</td><td>312.50 hrs</td><td>156.25 hrs</td><td>~6.50–13.01 days</td></tr> </tbody> </table>		Avg Speed ~4 kn	Avg Speed ~8 kn	Practical Planning Time (days)	250 nm	62.5 hrs	31.25 hrs	~1.30–2.60 days	500 nm	125 hrs	62.5 hrs	~2.60–5.21 days	750 nm	187.5 hrs	93.75 hrs	~3.90–7.81 days	1000 nm	250 hrs	125 hrs	~5.20–10.41 days	1250 nm	312.50 hrs	156.25 hrs	~6.50–13.01 days
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750 nm	187.5 hrs	93.75 hrs	~3.90–7.81 days																																																
1000 nm	250 hrs	125 hrs	~5.20–10.41 days																																																
1250 nm	312.50 hrs	156.25 hrs	~6.50–13.01 days																																																

		<table> <tr> <td>1500 nm</td><td>375 hrs</td><td>125 hrs</td><td>~7.80–15.62 days</td></tr> <tr> <td>1750 nm</td><td>437.50</td><td>145.8 hrs</td><td>~9.10–18.23 days</td></tr> <tr> <td>2000 nm</td><td>500 hrs</td><td>166.7 hrs</td><td>~10.40–20.83 days</td></tr> </table> The ILM or Moving Day Rate will be applicable from the time of lifting of first transponder to dropping of last transponder and vice versa. For any time taken beyond above prescribed times, zero-day rate will apply.	1500 nm	375 hrs	125 hrs	~7.80–15.62 days	1750 nm	437.50	145.8 hrs	~9.10–18.23 days	2000 nm	500 hrs	166.7 hrs	~10.40–20.83 days	<table> <tr> <td>1500 nm</td><td>375 hrs</td><td>187.5 hrs</td><td>~7.80–15.62 days</td></tr> <tr> <td>1750 nm</td><td>437.50</td><td>218.75 hrs</td><td>~9.10–18.23 days</td></tr> <tr> <td>2000 nm</td><td>500 hrs</td><td>250.0 hrs</td><td>~10.40–20.83 days</td></tr> </table> The ILM or Moving Day Rate will be applicable from the time of lifting of first transponder to dropping of last transponder and vice versa. Additionally, 24 hours' time will be given for retrieving and dropping of transponders. For any time taken beyond above prescribed times, zero-day rate will apply.	1500 nm	375 hrs	187.5 hrs	~7.80–15.62 days	1750 nm	437.50	218.75 hrs	~9.10–18.23 days	2000 nm	500 hrs	250.0 hrs	~10.40–20.83 days
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2000 nm	500 hrs	250.0 hrs	~10.40–20.83 days																								
54	43.0 MATERIALS, SUPPLIES, EQUIPMENT & SERVICES Sub Clause: 43.1	For all services rendered or materials supplied to Company by Contractor at Company's request, which services or materials are the obligations of the Company, the Contractor shall charge the Company for actual costs as supported by vendor's invoice plus 7.5% fee on FOB value for each procurement costing up to US\$ 60,000 and 5% for each procurement costing more than US\$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation costs paid and / or incurred would be reimbursed at actuals against documentary evidence. Company will provide Essentiality Certificate for availing Customs duty exemption for eligible items. Any equipment, materials, or supplies purchased by Contractor on account of Company shall be at the Company's cost and risk and thereafter become the property of Company upon payment by Company.	For all services rendered or materials supplied to Company by Contractor at Company's request, which services or materials are the obligations of the Company, the Contractor shall charge the Company for actual costs as supported by vendor's invoice plus 12% fee on FOB value for each procurement costing up to US\$ 60,000 and 10% for each procurement costing more than US\$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation costs paid and / or incurred would be reimbursed at actuals against documentary evidence. Company will provide Essentiality Certificate for availing Customs duty exemption for eligible items. Any equipment, materials, or supplies purchased by Contractor on account of Company shall be at the Company's cost and risk and thereafter become the property of Company upon payment by Company.																								
55	46.0	The following insurance provisions under General Conditions of Contract stand amended as mentioned hereunder for the particular services under this tender/contract:	The following provisions under General Conditions of Contract stand amended as mentioned hereunder for the particular services under this tender/contract:																								

		<table><tr><th>GCC Clause No.</th><th>Amended Clause</th></tr><tr><td>14.6</td><td>Loss Payee Clause: Not Applicable against this tender/contract</td></tr><tr><td>14.9</td><td>If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 0.5% of the Total Contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting there from shall be to the sole account of Contractor.</td></tr></table>	GCC Clause No.	Amended Clause	14.6	Loss Payee Clause: Not Applicable against this tender/contract	14.9	If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 0.5% of the Total Contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting there from shall be to the sole account of Contractor.			
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				14.12 (vi)	Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): These policies will be applicable for only Indian citizens and not for foreign nationals.
				44.5	Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY

					shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 45 days' notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. However, if CONTRACTOR repeats non-performance subsequently more than thrice, COMPANY shall exercise the option to terminate contract by giving 30 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL	
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					[available at www.oil-india.in].	
				44.7	If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 30 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.	
				45.0	TO DETERMINE THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.8 above), the contract shall stand terminated and shall cease to be in force from the date	

					of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages.	
				19.0	Not applicable to this tender, as a special dispensation considering the nature of the tendered service.	
				23.0		
				46.0		
				44.9		
56	47.0 Survival	Additional Clause	Notwithstanding the termination or expiration of this Contract, any provisions which by their nature should survive shall remain in full force and effect, including, without limitation, provisions relating to confidentiality, taxes, indemnity, limitation of liability, and dispute resolution.			
57	48.0 Critical Spares for equipment related to Drill Ship operations	Additional Clause	The Contractor shall, at their own cost and responsibility, identify, mobilise, maintain and replenish the critical spares for the Equipment and systems specified by the Company here under. The requirement of spares should be in consonance with the IMO International Safety Management (ISM) Code, the IMO MODU Code, API well-control and equipment standards, IADC HSE Case/equipment-list practice, OCIMF safety-critical-spares			

			<i>guidance, and the ICS/ISF Guidelines on the Application of the ISM Code.</i> 1. Well Control Equipment Systems (Highest Criticality) 2. Dynamic Positioning (DP-3) Systems 3. Thrusters & Propulsion Systems 4. Power Generation Systems 5. Drilling Package Systems (Top Drive System, Draw Works, Mud Pumps, Solids Control Equipment, Cementing Equipment) 6. Marine Systems 7. Riser Systems 8. Motion Compensation Systems 9. Safety Systems (Fire and Gas Detection equipment, Life Saving appliances and Emergency Shut Down Equipment) 10. Cranes and Lifting Equipment Systems 11. Communications Equipment Systems The Contractor shall ensure that the prescribed inventory (to be decided by the Contractor) of such critical spares remains available throughout the Contract Period to facilitate uninterrupted drilling operations. In this regard, the Contractor shall comply with the following requirements: a) Prior to mobilisation of the Drillship, the Contractor shall mobilise the complete inventory of critical spares for the above listed equipment and ensure that the same is available onboard the Drillship. The availability, quantity, specification and condition of the
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			critical spares shall be verified by the Company's appointed Third-Party Inspection (TPI) agency during the inspection prior to mobilisation. b) The Contractor shall maintain the prescribed inventory of critical spares at all times during the Contract Period. Any critical spare consumed, damaged, lost, expired or otherwise rendered unavailable shall be replaced or replenished promptly by Contractor so that the prescribed inventory level is continuously maintained. c) Contractor shall carry out a complete review of the critical spares inventory at intervals not exceeding six (6) months and replenish the stock, wherever required, to restore the inventory to the levels prescribed. The Company and/or its authorised representative shall have the right to inspect and verify the availability, quantity and condition of the critical spares at any time during the Contract Period. d) The cost of procurement, mobilisation, storage, preservation, handling, replenishment and replacement of all such critical spares shall be deemed to be included in the Contract Price, and no additional payment shall be made by the Company on this account.
PART-3 SECTION-IV - SCHEDULE OF RATES			
58	9.0 SPECIAL NOTES TO RATE	1. Waiting on Weather within Operating Parameters of the Rig	1. Waiting on Weather within Operating Parameters of the Rig

	SCHEDULE OF DRILLING UNIT	In case, Contractor informs that Rig cannot continue to operate under a particular weather condition and has to be under “waiting on weather” even though the individual environmental parameters/rig motions are within values as indicated in Appendix 6, then it has to be supported by analysis and certification by the Marine Warranty Service provider acceptable to OIL. In case, such analysis and certificate are not provided, the rig shall be under “zero rate” for such period of waiting on weather.	In case, Contractor informs that Rig cannot continue to operate under a particular weather condition and has to be under “waiting on weather”, then it has to be supported by analysis and certification by the Marine Warranty Service provider.
59	9.0 SPECIAL NOTES TO RATE SCHEDULE OF DRILLING UNIT	2. Waiting on Weather (WOW) on NODR NODR at full rate is admissible for first 07 days of WOW. If the waiting on weather conditions exists more than a period of 07 days continuously, Contractor shall be paid 2/3rd of non-operating rate for a period from eighth day till 20th day and if such waiting on weather lasts for a further period Contractor shall be paid at 1/3rd of the non-operating rate in excess of 20th day. Waiting on Weather will continue and the applicable rate under this clause will be paid to Contractor for any rig movement to safer location on the instruction of OIL to ensure safety of well, Rig and Rig personnel during Cyclone / rough weather / Waiting on Weather.	2. Waiting on Weather (WOW) on NODR NODR at full rate is admissible for first 15 days of WOW. If such waiting on weather lasts for a further period beyond 15 days, Contractor shall be paid at 2/3rd of the non-operating rate in excess of 15th day. Waiting on Weather will continue and the applicable rate under this clause will be paid to Contractor for any rig movement to safer location on the instruction of OIL to ensure safety of well, Rig and Rig personnel during Cyclone / rough weather / Waiting on Weather.
60	9.0 SPECIAL NOTES TO RATE SCHEDULE OF DRILLING UNIT Clause No: 3 Sub Clause: b)	During Completion Preparations – Contractor shall be paid NODR rates for the time involved when rig is preparing for Completions or dismantling/disengaging after the Completions on a well.	Deleted

61	10.0 Managed Pressure Drilling (MPD) – Call out Services Sub Clause: b)	STANDBY DAY RATE (MSDR) MSDR shall become payable after the Successful Onshore System Integrity test (Dry run) and On-hire survey witnessed by Company, subject to successful first usage at rig. Upon arrival of equipment at rig & requirement of well, all MPD equipment shall be successfully installed at rig within 7 days. No payment of MSDR beyond 7 days shall be made in case Contractor fails to install this equipment at rigs till successful installation. Additionally, any waiting on rig due to delay in Installation of MPD, shall be considered as Rig Contractor's downtime and shall be treated under Clause 5.0 of SOR (of Drilling Unit above) accordingly.	STANDBY DAY RATE (MSDR) MSDR shall become payable after the Successful Onshore System Integrity test (Dry run) and On-hire survey witnessed by Company, subject to successful first usage at rig. Upon arrival of equipment at rig & requirement of well, all MPD equipment shall be successfully installed at rig within 14 days. No payment of MSDR beyond 14 days shall be made in case Contractor fails to install this equipment at rigs till successful installation. Additionally, any waiting on rig due to delay in Installation of MPD, shall be considered as Rig Contractor's downtime and shall be treated under Clause 5.0 of SOR (of Drilling Unit above) accordingly.
62	10.0 Managed Pressure Drilling (MPD) – Call out Services Sub Clause: c)	OPERATING DAY RATE (MODR) MODR is payable from the successful activation of the equipment after RCD/ACD is rigged up for the intended operation till its rig down after the operations.	OPERATING DAY RATE (MODR) MODR will be payable from the time the Integrated Riser Joint (IRJ) is picked up to the time the Integrated Riser Joint (IRJ) is laid down.
63	OIL's Bank Details <i>(Newly added for information of bidders for EMD)</i>	-	OIL's Bank Details are provided below: A/c Holder Name: OIL INDIA LIMITED A/c NO: 31991231042 Branch: SME Branch, Kakinada BANK: STATE BANK OF INDIA IFSC Code: SBIN0004248
64	Proforma-N FORM OF BID SECURITY (BANK GUARANTEE FORMAT)	-	Revised Proforma-N enclosed

- 2.0 Revised **Proforma – B2 (Price Bid Format for Category-2)** uploaded in OIL’s e-portal under “Notes & Attachments” Tab.
- 3.0 The bid closing/opening of subject tender is extended as under -

Description	Existing date & time	Extended to
Bid Closing	12.08.2026 [1300 Hrs (IST)]	31.08.2026 [1300 Hrs (IST)]
Bid Opening	12.08.2026 [1500 Hrs (IST)]	31.08.2026 [1500 Hrs (IST)]

- 4.0 Minutes of Pre-bid Meeting and OIL’s response to Pre-bid queries of bidders are uploaded in OIL’s e-portal under “Technical Attachments” Tab.
- 5.0 All other terms and conditions of the Tender remain unchanged. Bidders are requested to submit their offer considering above amendments / notifications within the above extended deadline.

Oil India Limited
KG Basin Project

TECHNICAL SPECIFICATION OF ROV AND ASSOCIATED EQUIPMENT**1. ROV System General**

Description	Specification
1. GENERAL	
Weights (maximum) Kg	
- Vehicle	
- Tether Management System / Cage	
- Umbilical winch	
- Control container	
- Handling system	
- Aux. Power Pack/Clean Power Unit	
Power Supply and Requirement	
- Vehicle	
- Tether Management System	
- Umbilical winch	
- Control container	
- Handling system	
Maximum total power consumption/requirements	
Maximum total deck space requirement	
Main Power Supply	
- Voltage	
- Amperage	
- Frequency	
- Fault rating (max short circuit current equipment is designed for)	
Operating Water Depth, meters (maximum)	
Operational radius, meters	
Limiting operational conditions (weather parameters):	
- Wind speed	
- Wave height, maximum	
- Wave period	
- Current speed	
- Vessel heave	

2. VEHICLE	
Description	Specification
Manufacturer/type	
Maximum Dimensions	
- length, meters	
- width, meters	
- height, meters	
Frame	
Frame Load Capacity (under slung), kg	
Depth Rating, meters	
- Auto control and sensing system	
- Auto heading	
- Auto depth	
- Auto attitude	
- Auto roll control	
- Auto pitch control	
3. MAIN HYDRAULIC SYSTEM	
Hydraulic Power Unit. Output HP	
4. BUOYANCY	
Description	Specification
Fixed Buoyancy	
- payload, kg	
Variable buoyancy? (yes/no)	
- payload, kg	
Propulsion	
Forward thrust , speed kg , m/sec	
Aft thrust/speed (kg / m/s)	
Vertical thrust , speed kg , m/sec	
Lateral thrust , speed kg , m/sec	
Turning rate, degrees/sec	
Thrust, lifting capacity in front of vehicle kg, kg	
No of thrusters and positions	
5. RIGHT HAND MANIPULATOR	
Description	Specification
Manufacturer	
Type	
Construction	
Control method	
No of functions	

Horizontal reach, cm	
Vertical reach below lowest part of ROV, cm	
Lift capacity at full extension, kg	
Push/pull force capacity, kg/kg	
Claw rotation torque, n-m	
Claw grip force	
Claw capacity - Outer diameter of handles and tubular	
6. LEFT HAND MANIPULATOR	
Description	Specification
Manufacturer	
Type	
Construction	
Control Method	
No of functions	
Horizontal reach	
Vertical reach below lowest part of ROV	
Vertical Reach upwards from lowest part of ROV	
Lift capacity at full extension	
Push/pull force capacity	
Claw rotation torque	
Claw grip force	
Claw capacity - Outer diameter of handles and tubular	
7. Television System	
7. (a)	
Resolution at surface monitor/video recorder	
7. (b)	
Description	Specification
Low light camera	
- Type	
- Light sensitivity	
- Resolution	
- Focus Control	
Pan and tilt camera (colour)	
- Type	
- Light sensitivity	
- Resolution	
- Focus Control	
Manipulator camera	
- Type	
- Light sensitivity	
- Resolution	

- Focus Control	
Utility camera (y/n)	
- Type	
- Light sensitivity	
- Resolution	
- Focus Control	
Still picture camera	
Moveable arm for pan & tilt unit	
8. LIGHTING	
No. of lights-vehicle	
Lighting capacity-vehicle	
No. of lights manipulator	
Lighting capacity-manipulator	
9. SONAR	
Description	Specification
Manufacturer	
Type	
Frequency	
Range	
Scanning sector	
Scanning speed	
10. SENSORS AND EQUIPMENT	
Altimeter	
Pitch/Roll sensors	
Compass/Gyro system	
Current meter	
Temperature sensor	
Emergency flasher	
Emergency locating pinger / beacon	
Mini-transponder	
Monitor, cable and signals for drill floor	
Monitor, cable and signals installed in Operator office	
Brackets for mounting additional equipment on vehicle	
11. UMBILICAL	
Description	Specification
Manufacturer / Type	
Length, m	

Diameter, cm	
Construction	
Weight, kg	
Breaking strength, kg	
Cable insulation material	
Conductors	
Telemetry	
Video	
Spare conductors	
Redundancy for signal and power? (yes / no)	
12. CONTROL CABIN	
Description	Specification
Maximum dimensions	
- length, meters	
- width, meters	
- height, meters	
Area classification Control console	
No. of video monitors and type	
No. of VCR's and type	
Video timer	
Computerized video/photo handling w/printer Colour printer	
Ground fault detection/shutdown system	
13. UMBILICAL WINCH	
Dimensions	
- length, meters	
- width, meters	
- height, meters	
Manufacturer	
Line pull, kg	
Line speed, meters/sec	
Brake (manual/auto)	
Storage (on drum), meters	
Remote control (y/n)	
Active heave compensator	
14. TETHER MANAGEMENT SYSTEM	
Manufacturer / Type	
Dimensions	

- length, meters	
- width, meters	
- height, meters	
Tether length	
Cameras (no. and type)	
Pan/tilt	
Lighting	
Power pack	
Thrusters for propulsion and station keeping	
Gyro compass	
15. AUXILIARY POWER PACK / CLEAN POWER UNIT	
Auxiliary power pack /clean power unit? (yes / no)	
Description	Specification
Manufacturer / Type	
Dimensions	
- length, meters	
- width, meters	
- height, meters	
Area Classification	
16. CURRENT METER	
Description	Specification
Manufacturer / Type	
Dimensions (L x W x H. cm)	
Weight, kg	
Operating water depth range, meters	
Operating temperature range, °C	
Current speed measurement:	
- Sensor	
- Range	
- Precision	
Current direction measurement:	
- Sensor	
- Range	
- Precision	
Memory	
Recording Frequency	
Battery life	

17. TEMPERATURE PROBE	
Description	Specification
Manufacturer / Type	
Dimensions (L x W x H. cm)	
Weight, kg	
Temperature measurement range, °C	
Precision	
Memory	
Water depth rating, meters	
Battery life	
18. ADDITIONAL EQUIPMENT	

XXX

Additional note on MPD integration for Drillship under Category-1

The Tenderer shall submit, as part of the bid, a detailed Managed Pressure Drilling Readiness Package (MPD-RP) for the proposed rig. The MPD-RP shall define all rig modifications, interfaces, equipment requirements, control system integration, structural requirements, operating limitations, and procedural changes necessary for safe and efficient MPD operations. All modifications identified in the approved MPD-RP shall be fully completed, tested, and made available prior to rig mobilisation.

Where the MPD service provider is not the Tenderer himself, the Tenderer shall clearly identify the proposed MPD service provider and submit its credentials, including relevant experience, personnel competence, equipment track record, and references for similar offshore MPD operations.

Upon issuance of the MPD mobilisation notice by the Company, the Tenderer shall mobilise all MPD equipment within the agreed mobilisation period. Following arrival of the MPD equipment on the rig, the rig, associated systems, and supporting interfaces shall be ready for MPD operations within 14 days. The Tenderer shall clearly identify all activities to be carried out online and offline for MPD installation, testing, and commissioning, and shall allocate the required duration for each such activity in the detailed schedule and submit.

For project control and technical assurance, the MPD-RP shall include, the following deliverables, but not limited to:

- Basis of design and operating envelope matrix.
- Riser-stack general arrangement drawing and interface register.
- Surface piping and instrumentation diagrams (P&IDs) and line list, including pressure ratings, valve numbering, and normal/emergency line-ups.
- Structural assessment and hose operability analysis report.
- Factory Acceptance Test (FAT), Site Integration Test (SIT), commissioning procedures, and acceptance criteria, **in case of award.**
- MPD operating manual covering drilling, making connections, tripping, cementing, loss scenarios, influx/gain scenarios, and transition to conventional well control, **in case of award.**
- HAZID, HAZOP, SIMOPS review, and management of change (MOC) register, **in case of award.**

The MPD-RP shall also demonstrate the Tenderer's approach for rapid rig-up and early operational readiness, with emphasis on minimising offshore installation time, reducing interference with ongoing rig activities, and ensuring that all integration activities are completed in a safe, planned, and auditable manner.

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To,

Executive Director

Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

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, Kakinada, India (hereinafter called the Company) 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 (*_____) ("Guaranteed Amount") 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 _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. 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 Guaranteed 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:

A. Issuing Bank:

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 _____

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till (Expiry Date)
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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 minimum 45 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

Meeting / Project Name:	Pre-Bid Meeting for Tender No. CEG1823P27 for “Charter hire of 2 (Two) Nos. of DP-3 Drillship (MODU) Package with equipment and crew for drilling, testing and abandonment of exploratory wells in water depths from 500 meters to 3000 meters.”		
Date of Meeting:	12 th June 2026	Time:	11:00 AM
Meeting Facilitator:	Drilling / C&P	Location / Mode:	OIL KG Basin Project Office, Kakinada / Online & On site

1. Meeting Objective

Objective:

OIL, for its upcoming deepwater drilling campaign in Blocks: MN-UDWHP-2023/2, MN-UDWHP-2023/3, KG-UDWHP-2023/1, and KG-UDWHP-2023/2, located in the Mahanadi and Krishna-Godavari (KG) Basins, intends to Charter hire 02 nos. of DP-3 Drillships (MODU) with equipment and crew. The subject tender had been floated for hiring of the rig packages on 09.05.2026 with a provision for pre-bid conference.

On receiving technical, financial and commercial queries from various parties regarding the tender, pre-bid meeting was held to deliberate on bidders’ queries, contemplate if any suggested modifications / additions / deletions are appropriate and if found suitable, incorporate the same in the bidding document.

Participants (OIL/PMC)	Participants (Vendors)
Sanjib Kumar Gogoi, ED (Offshore)	M/s Constellation
S. S. Dash, CGM-F&A	M/s Drill Xplore
G. C. Sarma, CGM (C&P)	M/s Transocean
A. Borgohain, GM-Drilling	M/s Noble Corp (represented by M/s Dynamic Drilling)
P. P. Bhattacharyya, GM-Drilling	M/s Vantage Drilling
Amrit L. Bora, CM (C&P)	
Tanushree Agrawal, SM (C&P)	
Tridip Gogoi, Dy. CE (Drilling)	
Members from M/s Manan Oilfields (Consultant)	
*Pre-bid Attendance sheet enclosed.	

2. Opening Remarks

The Pre-Bid conference was held in the Conference room of KG Basin Project office which was attended by members from OIL and its Consultant and representatives of various firms physically as well as through Video conference from their locations.

SM (C&P) opened the meeting by introducing the attendees from OIL and then greeted all the vendors who attended physically and via videocall. The attendees from the vendors' side were also given a chance to introduce themselves.

Dy. CE (Drilling) then briefed about the project, its timelines, and the salient features of the tender. Subsequently, CGM (C&P) explained the bidders various non-negotiable commercial points of the tender like EMD, Bid Validity, Integrity Pact, TPI Document Verification etc. requesting for strict compliance of the same.

3. Issues, Decisions, Notes

Pre-bid queries received in advance were discussed amongst all the participants present in the conference. The queries related to technical terms and specs. were clarified / resolved. In regard to the queries related to General Conditions of Contract, it was stressed by OIL that any exceptions / modifications to the GCC shall not be accepted, unless otherwise necessitated in which case a counter clause shall be included in SCC of NIT. Additional queries asked during the conference were also clarified. The consolidated list of pre-bid queries and OIL's clarifications is enclosed herewith.

Some of the major points of discussions related to BEC and other sections of the tender are highlighted below:

1. One of the bidders requested modification of the Technical Evaluation Criteria related to experience, such that the minimum qualifying experience would not be limited to experience gained within the seven-year period preceding the original bid closing date. In order to encourage wider participation, OIL agreed to extend the said period from seven years to ten years.
2. A bidder requested to expand the list of acceptable agencies for certifying the capability of offered drilling unit(s) for the specified water depth and environmental parameters mentioned under BEC Clause No. A. 11, informing that Out of the 5 originally listed companies, 4 have merged into one entity, leaving only 2 distinct options. Therefore, OIL agreed to include more agencies to provide more flexibility to the bidders.
3. Against BEC Clause B. 4.0 IV related to establishing relationship between bidder and its supporting company for compliance of financial evaluation criteria, some of the bidders requested for acceptance of the Relationship Certificate issued by the Directors of both Companies (bidder and supporting company) instead of a Statutory Auditor (as per the clause) informing that their statutory auditors have refused to issue such certificates. Therefore, OIL agreed to modify the clause to ensure wider participation considering the market scenario.
4. Bidders sought clarification on whether the supporting documents submitted for evaluation under the QCBS Matrix are required to be verified by OIL's prescribed Third-Party Inspection (TPI) Agency.

It was clarified that the supporting documents for QCBS need not be certified by TPI as per BEC Clause No. D.12.0. Accordingly, Note IV to BEC Clause No. D.7.4A would be rectified by changing the BEC Clause reference from D. 12.0 to A. 6.3.

5. During the course of discussions, the bidders requested to include 'system generated reports' as an alternate option for Client Certified Reports as supporting documents for evaluation of the Productive Time and performance data of the offered Drillship under QCBS, to allow them more flexibility in submitting supporting documents. OIL agreed to consider the same.
6. Bidders requested more clarity on the expected scope of work of the Managed Pressure Drilling Services included in the tender on call-out basis, in order to prepare a comprehensive and commercially accurate proposal. It was clarified that currently MPD services are envisaged to be utilised in two numbers of wells and duration for each well is estimated to be about 180 days – a total of about 365 days for both wells. For each MPD callout, mobilization time will be 06 months.

Further, it was informed to the bidders that as the MPD Services are presently required only for Drillship under Category-1, the services will be removed from the scope of rig package under Category-2 and accordingly, the tender terms will be modified.

7. Bidders requested for mutually agreed rates / introduction of a fluctuating pricing mechanism for the rates for MPD Services in Phase-II, as the critical MPD equipment are usually hired through third party due to which bidders will have no control over the rates of the MPD services and will be unable to maintain firm rates for 7 years of the Framework Agreement. Hence, **OIL agreed to modify the terms such that the MPD Rates are fixed for Phase-1 only while for Phase-2, the operating day rates for MPD will be mutually agreed.**
8. Multiple queries were received related to the applicable rates, terms & conditions for Phase-2 of the Framework Agreement. Bidders expressed their inability to hold the rates, terms & conditions firm for the long duration of 7 years of the Framework Agreement. It was then clarified that since Phase-2 is nonbinding on parties, any work under this Phase will be with mutual agreement at same mobilization and demobilization charges discovered through the bidding process, operating day rates of the drilling unit applicable as per fluctuating rate mechanism prescribed in Framework Agreement, mutually agreed MPD operating day rates and mutually agreed terms & conditions of the Framework Agreement.
9. Bidders also requested clarification on the consequences of delay in mobilisation, stating that the current provisions of the tender provide the Company the right to levy Liquidated Damages (LD) as well as terminate the Contract, which is not a balanced and consistent allocation of risk in line with standard offshore drilling industry practice. After due consideration, it was clarified that the Company's right to terminate the Contract on account of delay in mobilisation shall be exercised only after expiry of the period prescribed for levy of LD and corresponding SCC Clause will be modified accordingly.
10. Bidders requested to delete the SCC Clause 18.4 related to Damage or Loss of Company Equipment mentioning that this allocation of risk is inconsistent with standard offshore drilling industry practice. Hence, OIL agreed for deletion of the clause.
11. Bidder requested to delete the SCC Clause 30.2 which provides for application of penalty in situations where operations are not affected due to failure on the part of the Contractor to provide any Associated Services,

mentioning that application of a penalty is not justified if there is no impact to operations, safety, or performance from the absence of Associated Services. OIL agreed for the same.

12. Some of the major queries raised by multiple bidders on the provisions covered under the GCC are as follows:

- Requests were raised for deletion of GCC Clause No. 19.0 – Risk Purchase, pointing out its irrelevance by stating that the Company cannot take over the drilling unit.
- Requests were also raised for deletion of GCC Clause No. 23.0 – Warranty and Remedy of Defects, stating that the said clause is more relevant to supply of goods contracts.
- Against GCC Clause No. 44.9, which provides the Company the right to terminate the Contract at any time by giving 30 (thirty) days' written notice to the Contractor for any reason not covered elsewhere in the Contract, multiple bidders requested deletion of the clause or incorporation of commercially reasonable safeguards in the form of compensation, stating that such a provision exposes the Contractor to significant commercial risks, particularly in the context of long-term offshore drilling commitments involving substantial upfront investments, rig allocation, and long-term resource planning.

After due consideration, it was clarified that GCC Clause Nos. 19.0, 23.0 and 44.9 shall not be applicable to this tender. **It was further clarified that the above dispensation is specific to the present tender and shall not be construed as creating any precedent for any future tenders of OIL.**

13. Bidders requested OIL to provide the following data and information:

- Metocean data (including wind, wave, current, and seasonal conditions);
- Geophysical data;
- Geotechnical data; and
- Shallow hazard information.

It was agreed that the requested data (except Geotechnical) will be provided after award of contract.

14. Multiple bidders raised queries regarding the payment for Bid Security through Electronic Funds Transfer. In this regard, the following clarifications were provided:

- The funds must mandatorily be credited to OIL's account within the bid closing date & time, otherwise the bid will be rejected.
- The funds will be credited to OIL's account in Indian Rupees. At the time of release of the EMD, the amount will be refunded in bidder's currency using the conversion rate prevalent on the date of release, which in any case shall not exceed the amount received in OIL's account in INR.
- Bank details of OIL for electronic transfer (NEFT/RTGS) will be provided along with pre-bid amendments.

Additionally, bidders were informed that the EMD can also be deposited through OIL's online payment gateway integrated with the portal which is available for all bidders.

15. Bidders requested to clarify whether the Contractor has the right to replace the Performance Bank Guarantee during the term of the Contract. It was clarified that the old PBG can be replaced provided it in accordance with the terms of the Contract. However, the old PBG will be returned only after receipt of confirmation from the Company's Bank regarding the new PBG.

Finally after taking up all the queries, the vendors were assured that after compilation of the queries, MOM, consolidated OIL's reply / clarifications along with requisite tender amendment will be notified on OIL's e-tender portal with sufficient time for bid submission.

5. Closing Remarks

ED (Offshore) thanked all the vendors for taking time to attend the pre-bid conference and making it a success. He also mentioned that the observations have been taken positively and the changes which are feasible and plausible will be amended in the tender document suitable to elicit wider response.

Vendor-1

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

1st Set:

S. No.	Clause No. & Description	Existing Clause	Change / Modification Proposed by Bidder	OIL's Response
PART 1 - Forwarding Letter and Instructions to Bidders (ITB)				
1			We kindly request OIL to provide the minutes of the Pre-Bid Conference.	Will be provided. Further, the pre-bid queries and OIL's response thereto form part of the Agreement with the successful bidder.
2	FORWARDING LETTER 1) Bid Security/EMD Amount.		We understand that if the Bidder intends to submit a proposal for two units, however for the same Category, it will only be due 01 bid security. Please confirm if this understanding is correct.	Only one Bid security to be provided if bidder is submitting proposal for under one category only i.e. 1 or 2. However, if quoting for both categories, two bid securities for same amounts to be submitted.
3	PART 1 INSTRUCTIONS TO BIDDERS (ITB) 4.3.1 CONTRACT PHASES OVERVIEW.		Please note that DP-3 drill ships suitable for deepwater operations are in high demand globally and are typically committed under long-term contracts with limited flexibility, often subject to "well in progress" conditions and existing contractual commitments. While the staggered commencement of the two	Not Agreed

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			drilling units is noted, the currently defined mobilization window for the second unit (April 2028) may be restrictive and could limit the availability of suitable drilling units, potentially impacting bidder participation and overall competitiveness. Accordingly, the Bidder kindly requests that additional flexibility of 6 months to be introduced in the mobilization window for the second unit. Such flexibility would improve the pool of available units, reduce execution risk, and support a more efficient and reliable project delivery.	
4	PART 1 INSTRUCTIONS TO BIDDERS (ITB) 9.0 Bid Security.		The Bidder respectfully requests OIL to kindly waive the requirement for submission of the Bid Security/EMD and to accept, in its place, a Corporate Undertaking or a Bid Securing Declaration, similar to the provision applicable to EMD-exempt bidders. This request is based on the following: (i) The purpose of the EMD is fully met through a Corporate	Not acceptable.

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			Undertaking issued by the Bidder, given that all rig-contracting companies are large, well-established entities with strong corporate governance frameworks; and (ii) Acceptance of a Corporate Undertaking is expected to enhance competition and participation in the tender.	
5	PART 1 INSTRUCTIONS TO BIDDERS (ITB) 9.0 Bid Security.		In case Bid Security/EMD is submitted through NEFT/RTGS/Electronic Fund Transfer, please confirm that it should be uploaded with the Unpriced Techno-Commercial Bid documents, therefore it is not necessary to deliver physically at the Executive Director's Office before bid submission date.	Bidder's understanding is correct. In regards too electronic fund transfer, the following may be noted: - The funds must mandatorily be credited to OIL's account within the bid closing date & time, otherwise the bid will be rejected. - The funds will be credited to OIL's account in Indian Rupees. At the time of release of the EMD, the amount will be refunded in bidder's currency using the conversion rate prevalent on the date of release, which in any case shall not

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

				exceed the amount received in OIL's account in INR.
6	PART 1 INSTRUCTIONS TO BIDDERS (ITB) 12.0 Submission of bids: 12.1.		Considering that we are a foreign bidder, currently with no local representative in India, we kindly request your consideration for a waiver of the physical submission requirement for the documents indicated on item 12.1, allowing us to submit all proposal documents electronically via OIL's E-Tender Portal.	In case the Bid Security is submitted in the form of Bank Guarantee (except e-BG)/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security in a sealed envelope must reach the OIL's office, Kakinada, Andhra Pradesh, India within the stipulated bid closing date and time otherwise bid will be rejected. The remaining documents shall be uploaded in OIL's e-Tender Portal as part of the Techno-Commercial Bid. However, OIL reserves the right to seek submission of the original documents during bid evaluation, for verification of the documents uploaded by the bidder.

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7	PART 1 INSTRUCTIONS TO BIDDERS (ITB) 20.0 Conversion to single currency		Considering that exchange rate fluctuations may impact the commercial evaluation, the Bidder kindly requests the Company to clarify the exchange rate benchmark that will be applied for the evaluation and payment of bids submitted in foreign currency.	For bid evaluation, BC Selling (Market) rate of SBI, one day prior to BC date will be considered as per ITB Clause No. 20.0. Payment of bids in foreign currency will be made as per clause 7.1 of ITB in Page 14 of tender.
8	PART 1 INSTRUCTIONS TO BIDDERS (ITB) 27.0 Performance Security.		We kindly request your consideration to reduce the Performance Security from the current 5% of the total estimated contract value to 3%. Given the current challenges in the oil and gas market, this requirement places a significant financial burden on drilling contractors, and a reduction would help ensure a more balanced approach while maintaining our full commitment to contract performance.	As per tender.
9	PART-1 INSTRUCTIONS TO BIDDERS Clause 36.0.		The Bidder kindly requests Oil India Limited to clarify whether it has an internal human rights policy or procedure based on, or aligned with, the UN Guiding Principles on Business and Human Rights (UNGPs). If	As per company policy. Detailed procedure provided in Appendix C of tender.

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			such policy or procedure exists, the Bidder further requests Oil India Limited to provide or indicate where the relevant document may be accessed.	
PART 2 - Bid Evaluation Criteria (BEC)				
10	PART-2 BID EVALUATION CRITERIA (BEC) Section A (Technical Evaluation Criteria), Item 6.3		Referring to PART-2, Bid Evaluation Criteria (BEC), Section A (Technical Evaluation Criteria), Item 6.3, which requires the Bidder to furnish a certificate from an approved Third-Party Inspection (TPI) agency confirming the condition, status, and minimum residual life of five (5) years of the drilling unit, the Bidder kindly requests clarification on whether the TPI survey report is required to be submitted together with the bid documents, or only upon contract award.	Along with Unpriced Bid.
11	PART-2 BID EVALUATION CRITERIA (BEC) D. PRICE EVALUATION CRITERIA Item 7.2		Referring to PART-2, Bid Evaluation Criteria (BEC), Section D (Price Evaluation Criteria), Item 7.2, which describes the detailed stepwise evaluation methodology under the Quality and Cost Based Selection (QCBS) process, the	TPI certification of QCBS matrix not required. Supporting documents for QCBS need not be certified by TPI as per BEC Clause No. D.12.

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			Bidder kindly requests clarification on whether the QCBS matrix is required to be submitted for Third-Party Inspection (TPI) certification during the bid stage, or whether such certification (if applicable) is required only after contract award.	
12	PART-2 BID EVALUATION CRITERIA (BEC) D. PRICE EVALUATION CRITERIA Item 7.5 Priced Bid Evaluation Criteria Note 8		Mobilization Fee: Please note that mobilization costs are incurred upfront and are directly linked to the relocation of the drilling unit, including vessel fuel, towing/transit, logistics, crew, port costs, all of which arise prior to the commencement of operations. As currently written in the BEC, a portion of the Mobilization Fee is deferred until the end of the Contract period, which may extend over several years. This creates a significant cash flow imbalance, as the Contractor incurs substantial costs at the outset while payment is delayed. As a result, the Contractor is effectively required to finance a portion of the mobilization at its own cost, leading to	As per tender.

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			unnecessary working capital exposure without compensation. Accordingly, the Bidder kindly requests that the Mobilization Fee structure be revised such that it is fully payable upon completion of mobilization. Furthermore, the Bidder notes that the cap of 1.8% for drilling units mobilized from locations other than the specified regions may not adequately reflect the actual cost of long-distance mobilizations, which can represent a significant cost exposure. The Bidder therefore kindly requests that this limitation be removed.	
13	PART-2 BID EVALUATION CRITERIA (BEC) Section A (Technical Evaluation Criteria), Items 12.0, 12.1 and 12.2		Referring to PART-2, Bid Evaluation Criteria (BEC), Section A (Technical Evaluation Criteria), Items 12.0, 12.1 and 12.2, which require bidders to have various documents verified and certified by an approved Independent Third-Party Inspection Agency (TPIA) and to submit the duly certified inspection certificates along with the Technical Bid, the	At the bid stage.

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			Bidder kindly requests clarification on whether all bid documents are required to be submitted for TPI verification and certification at the bid stage, or whether such certification may be provided upon contract award.	
14	PART-2, BID EVALUATION CRITERIA (BEC) Appendix-1, Exhibit-8 MEDICAL EVACUATION SERVICES		The Bidder notes the requirement to arrange emergency medical evacuation services, including prior arrangements with an air ambulance service where injuries cannot be treated at local hospitals. The Bidder kindly requests that the provision of air medical evacuation (air ambulance) services be undertaken by OIL, given that such services are typically coordinated at the Operator level and form part of the overall emergency response framework for offshore operations.	As per tender. (The Rig Contractor will have to extend medevac services to all personnel onboard the rig, however the Rig Contractor will only be liable for their personnel. liability of others will be on respective service provider. OIL will provide helicopter services for transportation from rig to the shore.)
15	PART-2, BID EVALUATION CRITERIA (BEC) Appendix-1, Exhibit-9		Referring to PART-2, Bid Evaluation Criteria (BEC), Appendix-1, Exhibit-9, which specifies the requirement for "Stabilizers (all with connections to suit Bidder's	Bidder to provide.

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			drilling tubulars)” and “Casing Scrapers”, the Bidder notes that, under standard offshore drilling industry practice, such tools are typically included within the Contractor’s scope of supply, including procurement through qualified subcontractors. The Bidder kindly requests clarification on whether OIL may elect to supply these items, or whether they are to be fully provided by the Contractor.	
16	PART-2, BID EVALUATION CRITERIA (BEC) Appendix-2 Exhibit-A Item 3 Station Keeping		Referring to PART-2, Bid Evaluation Criteria (BEC), Appendix 2, Exhibit A, Item 3 (Station Keeping), which establishes that “the rig shall be originally designed for a minimum rating of DP-3”, and further requires that “riser analysis shall be provided by the Bidder for each location based on a riser system with 17.0 ppg mud”, with certification by a recognized organization of DG Shipping, the Bidder kindly requests the following clarifications:	(a) and (b) - after award of contract; (c) - Lower mud weight not to be considered Certification from recognized organization of DG Shipping will be removed. Tender Amendments will be published.

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			a) Please confirm whether the riser analysis is required to be submitted only after contract award; b) Please confirm when the Company will provide the necessary input data and parameters required to perform such analysis; and c) Please confirm whether a lower mud weight (e.g. up to 13.0 ppg) may be considered in the riser analysis for wells with water depths greater than 2,400 meters.	
17	PART-2, BID EVALUATION CRITERIA (BEC) Appendix-2 Exhibit-A Item 20 (Drill String and Accessories), sub-items 7 and 8		Referring to PART-2, Bid Evaluation Criteria (BEC), Item 20 (Drill String and Accessories), sub-items 7 and 8 which specifies the requirement for “Drilling Jar and Bumper Sub” and “Hole Openers”, the Bidder notes that, under standard offshore drilling industry practice, such equipment is typically included within the Contractor’s scope of supply, including through qualified subcontractors. The Bidder kindly requests clarification on whether OIL may alternatively elect to	Bidder to provide.

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			supply these items, or whether they are to be fully provided by the Contractor.	
18	PART-2, Bid Evaluation Criteria (BEC), Appendix-1, Exhibit-68 regarding MPD Services on a call-out basis.		Referring to PART-2, Bid Evaluation Criteria (BEC), Appendix-1, Exhibit-68 regarding MPD Services on a call-out basis, which requires the Rig Contractor to provide a complete MPD service package (including MPD well engineering, equipment, and personnel) for the following variants: - PMCD: Pressurized Mud Cap Drilling - CBHP: Constant Bottom Hole Pressure Drilling the Bidder kindly requests clarification on the expected scope of work in order to prepare a comprehensive and commercially accurate proposal. In particular, the Bidder requests confirmation of: a) the estimated number of wells for which MPD services are expected to be utilized; and b) the anticipated duration (in days) of MPD operations.	Refer attached Note on SOW. Estimated wells where MPD services expected - 2, Duration for each well (estimated) ~ 365 days for both the wells together. For each MPD callout mobilization time will be 06 months. Tender Amendments will be published. MPD Services are now required only for Drillship under Category-1.
PART 3 - FRAMEWORK AGREEMENT				

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

19	PART 3		The Bidder kindly requests OIL to confirm where the acceptance of the rig will take place.	As per clause 2.3 in page 224 of tender
20	PART- 3 FRAMEWORK AGREEMENT WHEREAS		The Bidder notes that the current wording of the recital refers to the Contractor being the legal owner of the Drilling Unit. Note that in standard offshore drilling industry practice, drilling units may be owned by an affiliated entity within the same group and made available to the contracting entity under bareboat charter or similar arrangements. In order to accommodate such standard ownership structures, the Bidder proposes that the wording be adjusted to reflect that the Contractor may either be the legal owner of the Drilling Unit or have the right to provide and deploy the unit under appropriate contractual arrangements. The Bidder therefore proposes the following revised wording: "WHEREAS, Contractor is the	Agreed. Tender Amendments will be published.

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			legal owner, or has the right to provide and deploy, the Drillship "-----" (hereinafter referred to as 'Drilling Unit') through ownership, lease, bareboat charter or any other appropriate contractual arrangement, and is engaged in the business of..."	
21	PART- 3 FRAMEWORK AGREEMENT 2.0 FRAMEWORK DOCUMENT: Clause 2.4		The Bidder notes that Clause 2.4 provides that services under Phase 2 shall be performed upon "issuance and acceptance of a Work Order". In order to avoid any ambiguity and to clearly reflect the intended contractual mechanism, the Bidder understands that: - Work Orders are issued by the Company; and - such Work Orders are subject to acceptance by the Contractor. In this context, the Bidder proposes that the clause be clarified as follows: "...Services under Phase 2 shall be performed only upon issuance of a Work Order by the Company and subsequent acceptance of such Work	Clarified. The Work under Phase-2 of Framework Agreement is with mutual agreement only (refer clause 6.0 in Page 65 and 66 of the bidding document)

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			Order by the Contractor in accordance with this Agreement."	
22	PART- 3 FRAMEWORK AGREEMENT 6.2 Assignment of Framework Agreement by Company		Bidder kindly requests that any assignment or transfer of the Agreement to another National Oil Company (NOC) in India be subject to mutual agreement between the Parties. Bidder also notes that the term "day rates prevailing at the date of assignment" is not clearly defined and requests that applicable day rates be mutually agreed between the Parties (and the assignee), taking into account prevailing market conditions at the time of assignment. In addition, Bidder seeks clarification regarding Phase-2 and requests confirmation that, in the absence of an agreed Phase-2 Work Order: a) the Contractor shall have no obligation to provide services; b) assignment shall not create any obligation to accept Phase-2 services; and c) any assignee shall be bound by the same	No change

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			provisions, including the Contractor's right to decline Phase-2 Work Orders without penalty. In this context, the Bidder proposes that the clause be amended as follows: "6.2.1 During the pendency of this Framework Agreement, Company reserves the right, at any time, to assign all or any part of its rights hereunder, to any other National Oil Company (NOC) in India or its affiliated company provided that Company shall remain fully liable and responsible to Contractor to complete performance of all its obligations imposed by this Agreement. However, any such Assignment during Phase 1 shall be at the day rates prevailing on the date of Assignment while all other rates, terms and conditions remain unchanged. 6.2.2 Company reserves the right to transfer the Drillship contract to other NOC(s) either at the end of Phase 1 or anytime during Phase 2 of	
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Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			this Framework Agreement, subject to the prior written agreement of the Contractor, which shall not be unreasonably withheld. For the avoidance of doubt, in the event of any such assignment during Phase 2, the applicable day rates shall be mutually agreed between the Parties (and the assignee), taking into account the prevailing market conditions at the time of such assignment. and Contractor has no objection for such Assignment/Transfer of their Drillship. "	
23	PART- 3 FRAMEWORK AGREEMENT Clause 7.1 – MPD Services Pricing		The Bidder notes that the rates for call-out MPD services are fixed for the entire Framework Agreement period of seven (7) years, which does not reflect industry practice and may lead to commercial imbalance. The Bidder would like to highlight that MPD services are subject to third-party involvement and market-driven pricing, which may vary over time. Accordingly, fixing such rates	MPD Rates are fixed for Phase 1 only. Tender Amendment will be published.

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			over an extended period may expose the Contractor to factors beyond its control. Therefore, the Bidder kindly requests that such rates be subject to periodic adjustment, on an annual basis, to reflect prevailing market conditions and ensure fair and sustainable pricing.	
24	PART- 3 FRAMEWORK AGREEMENT Clause 7.2 – Mobilization and Demobilization Charges		The Bidder notes that mobilization and demobilization charges are fixed for the entire Framework Agreement period of seven (7) years, which may not adequately reflect evolving market conditions and could result in commercial imbalance. Accordingly, the Bidder proposes that mobilization and demobilization charges be subject to adjustment during Phase-2, if agreed between the Parties.	No change
25	PART- 3 FRAMEWORK AGREEMENT Clause 7.3 – Mobilization and		The Bidder notes that mobilization and demobilization charges are waived in certain intra-India deployment scenarios. The Bidder would like to	No change

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	Demobilization within Indias		clarify that mobilization and demobilization activities are not limited to import and export costs, but also include operational, logistical, and resource-related efforts associated with rig relocation and readiness. Accordingly, the Bidder considers that complete elimination of such charges does not reflect the actual costs involved and proposes that mobilization and demobilization charges in such cases shall be mutually agreed between the Parties.	
26	Clause 7.3.1 - Back-to-Back Contract (Within India) secured by Contractor:		Therefore, Bidder kindly requests the following amendments to Clauses 7.3.1 and 7.3.2: "7.3.1 Back-to-Back Contract (Within India) secured by Contractor: No demobilization charges shall be payable if the Drillship secures immediate follow-on work with another operator (NOC/Private) within India after completion of Phase 1 and/or Phase 2. No mobilization charge shall	No change

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			apply if Drillship is mobilized by Contractor for Company's drilling program directly from another Indian operator (NOC or Private) under Phase 2. Likewise, no Moving day rate charge shall apply in case of transfer of Drillship to/from another contract (Private/ NOC) within India by Contractor under this Agreement."	
27	Clause 7.3.2 – Assignment (within India) to another NOC:		"7.3.1. If Company assigns the Drillship service to another NOC as per clause 6.2 above after competition completion of Phase 1 Work, then Moving Day rate charges shall apply till until the Drillship reaches the new Location assigned by the other NOC. Further, demobilization charges of Drillship shall be payable by Company (OIL) on completion of drilling program of other NOC and re-export of Drillship outside India. However, if the Drillship is deployed by Contractor with another non-NOC (private) operator within India on completion of the assigned NOC's work program, no	Only typographical error will be corrected i.e. 'competition' replaced by 'completion' and 'till' replaced by 'until'. Tender Amendments will be published.

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			demobilization charges shall also be payable. If the Drillship is deployed by Contractor under Phase 2 on completion of drilling program of other NOC, then Moving Day rate charges shall apply till the Drillship reaches the new Location assigned by OIL."	
28	PART- 3 FRAMEWORK AGREEMENT 8.0 DAY RATES AND THEIR STRUCTURE: 8.2 Floating Day Rates (Phase 2)		The Bidder notes that Phase-2 is optional and subject to mutual agreement between the Parties. In addition, Phase-2 does not provide any committed scope, timing, or duration and may occur over an extended period (Years 4–7), during which market conditions may change significantly. Given the optional and mutually agreed nature of Phase-2, and the Contractor's right to decline participation, the Bidder considers that the proposed pricing mechanism based on a predefined formula linked to Brent may not fully reflect the dynamics of the offshore drilling market and may introduce unnecessary commercial risk. The application of a rigid	No change.

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			pricing mechanism therefore appears inconsistent with the principles governing this phase. Accordingly, the Bidder proposes that the applicable day rates for Phase-2 shall be subject to mutual agreement between the Parties at the time of issuance of the relevant Work Order, taking into account prevailing market conditions and rig availability. Alternatively, the Bidder is open to discussing an adjustment mechanism that appropriately reflects offshore drilling market conditions and ensures a balanced allocation of risk between the Parties. The Bidder therefore requests that Clause 8 be reviewed and amended accordingly.	
PART 3 - SECTION I - General Conditions of Contract (GCC)				
29	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) 6.0 GENERAL OBLIGATION OF CONTRACTOR:		The Bidder kindly requests that obligations be limited to those expressly defined in the Contract and the agreed Scope of Work. Accordingly, the Bidder proposes that	No change

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	Clause 6.3 – General Obligations of Contractor		Clause 6.3 be revised as follows: "6.3. Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work. "	
30	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) 9.0 Personnel to be deployed by contractor: Clause 9.1 – Personnel Replacement		As currently drafted, the Company has full discretion to reject or remove personnel without justification, which may lead to an unbalanced allocation of rights and obligations. Therefore, the Bidder kindly requests that such requests be made on reasonable grounds and supported by adequate justification. Accordingly, the Bidder proposes that Clause 9.1 be amended as follows: "...Upon Company's reasonable written request, supported by justification, Contractor shall remove any personnel of the Contractor determined by the Company to be unsuitable. The	No change

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			Company shall provide the reasons for such determination. Contractor shall use reasonable efforts to promptly replace such personnel with suitably qualified personnel acceptable to the Company..."	
31	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) 9.0 Personnel to be deployed by contractor: Clause 9.2 – Personnel Logistics		The Bidder kindly requests that Clause 9.2 be amended to ensure a more balanced and appropriate allocation of responsibilities, as follows: "The CONTRACTOR shall be responsible throughout the period of the Contract for providing all requirements of its personnel, including but not limited to transportation to and from Duliajan/field site, en route/local boarding, lodging, personal protective equipment, and medical attention. For the avoidance of doubt, transportation between the designated onshore base (Duliajan or any other agreed logistics base) and the offshore Rig / Site / Location / Operating Area shall be provided by the COMPANY in accordance with	Transport from/to onshore base to/from rig site is Company's responsibility

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			standard offshore operational practices".	
32	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 9.1		The Contractor should ensure that their personnel observe all statutory safety requirement including those prescribed by the Company. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company. Bidder kindly requests Company considers to replace the sentence "Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company." by "After approval of submitted replacement personnel CV, National	No change. However, corresponding clause in the SCC will be modified as requested. Tender amendments will be published.

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			Personnel should be mobilized in 30 Days and International Personnel within 60 days". The reason for that is the time taken for PCC issuance for Nationals (avg 30 days) and MOHA for International workers (avg 60 days). Bidder kindly requests Company to confirm that no short deployment and chopper seats charges will be applied to the above mentioned situation.	
33	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 10.7 – Performance Security		The Bidder notes that Clause 10.7 of the GCC permits encashment of the Performance Security on the grounds of "non-performance/un-satisfactory performance," yet this standard is undefined and confers broad, potentially unilateral discretion on the Company, particularly when read together with the express stipulation that Company shall not be required to prove any loss or damage on account of Contractor's non-performance/un-satisfactory performance. The absence of an objective	No change

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			materiality threshold, coupled with the waiver of any proof of loss, creates a disproportionate risk of invocation for trivial, immaterial, or contested deviations, and sits in tension with the termination-for-unsatisfactory-performance mechanism under Clause 44.5, which by contrast affords the Contractor written notice and a defined cure period before the Company may act. Accordingly, the Bidder respectfully requests confirmation that invocation of the Performance Security shall be confined to the Contractor's failure to fulfil its material obligations under the Contract, and shall be exercised only following written notice and a reasonable opportunity to cure, in accordance with the provisions of the Agreement.	
34	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 12.3.6		Bidder kindly requests Company to add following paragraph: A non-resident Contractor i.e., a Contractor who is not	No change required as, the existing clause takes care of everything as the case may be.

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			an Indian tax resident according to the Indian Income Tax Act, 1961, has the option to obtain on its own either (A) a Certificate u/s. 195(3) of the Income Tax Act, 1961, or (B) a Certificate u/s. 197 of the Income Tax Act, 1961, and furnish the said Certificate u/s. 195(3) or the Certificate u/s.197, as the case may be, to Operator along with each of its Invoices. In case the non-resident Contractor wishes to exercise this option, it should convey the same in writing to Operator at the time of signing the Contract and an option so exercised shall be final and cannot be changed during the currency of this Contract. In case an option is so exercised, Operator shall deduct tax at source in accordance with the directions contained in the Certificate u/s. 195(3) or the Certificate u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.	
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35	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 12.4		We kindly request the inclusion of a new paragraph: "Any unutilized GST credit balance and excess GST TDS balance, refund rejected by the tax authorities if any, shall be paid by the Company to Contractor on submission of documentary proof in support of the claim." Bidder's Comment: Bidder will make all efforts to get the refund of the unutilized amounts from the tax authorities. GST balance refund subject is still not clear with the authorities. All cost that is incurred by the Bidder will be on account of the said contract with Company.	No change
36	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 12.4.4		"The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws." i) Bidder kindly requests confirmation from OIL on	i) Present rate of GST 18% ii) Exemptions like concessional customs duty with EC etc. are to be availed

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			present rate of GST for hiring of rigs is 12%. ii) Bidder kindly requests OIL to explain further the clause for "Contractor shall avail and pass on benefits of all exemptions / concessions available under tax laws".	
37	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 12.4.6		"Beyond the Contract Period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service Provider's account." The Bidder kindly requests Company to revisit this clause and consider the GST charged on the invoice to be reimbursed by Company, as GST being a statutory payment to Indian Government on behalf of the services provided by the Bidder for the Company.	No change
38	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 13 &		Customs Duty: The Bidder seeks clarification that Clause 13 of the GCC shall be read in conjunction with Clause 37 of the SCC, and that the provisions of Clause 37 shall prevail in case of any inconsistency.	SCC will prevail over GCC (Intro clause in page 221)

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	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 37 of the SCC		For clarity, the Bidder understands that where items are eligible for concessional/customs duty benefits and all contractual requirements (including submission of Proforma-A and supporting documentation) are fulfilled, the applicable provisions of Clause 37 regarding exemption and reimbursement shall apply. The Bidder further requests confirmation that any variation in customs valuation or denial of exemption by the authorities shall be treated as reimbursable, provided that the Contractor has complied with all contractual requirements.	
39	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.1.e		"All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account." The Bidder kindly requests confirmation that the Contractor's responsibility for insurance under the Contract shall be limited to insuring	Not agreed. The Bidder has to bear the cost of Insurance as well as the consequences of short insurance, as the case may be.

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			the liabilities and risks expressly assumed by the Contractor under the Agreement.	
40	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.2		"The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor." The Bidder kindly requests confirmation that the Contractor's responsibility in respect of insurance deductibles shall be limited to liabilities and risks assumed by the Contractor under the Agreement.	Bidder's understanding is correct
41	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.3		"The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of	No change

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			agreements with its sub-Contractors." The Bidder notes the requirement for all subcontractors to maintain insurance coverage equivalent to that of the Contractor. Considering the practical implications and the varied nature of subcontracted services, the Bidder respectfully requests that this requirement be limited to: a) subcontractors directly involved in critical offshore drilling operations; and/or b) subcontractors whose activities present a material risk to the performance of the Services. This clarification would ensure that insurance requirements are proportionate to the scope and risk profile of the subcontracted work.	
42	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.5		"All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be	No change

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			endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees." Considering the practical implications and the varied nature of subcontracted services, the Bidder respectfully requests that this requirement be limited to: a) subcontractors directly involved in critical offshore drilling operations; and/or b) subcontractors whose activities present a material risk to the performance of the Services. This clarification would ensure that the insurance requirements remain proportionate to the scope and risk profile of the subcontracted work. The Bidder further requests confirmation that the waiver of subrogation shall apply only in favor of Oil India Limited (OIL).	
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43	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.7		“Oil India Limited” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s Compensation/Employer’s Liability insurance). The Bidder notes that Oil India Limited (OIL) is required to be included as Additional Assured/Principal Assured in the relevant insurance policies, except for Workmen’s Compensation/Employer’s Liability insurance. The Bidder understands that a similar exclusion should also apply to: - “Pradhan Mantri Suraksha Bima Yojana (PMSBY)” and “Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)” referred to under Clause 14.12 (vi); and - “Carrier’s Legal Liability Insurance” referred to under Clause 14.12(iv), for which inclusion of OIL as Additional/Principal Assured may not be applicable. Accordingly, the Bidder	Existing clause of 14.7 to continue without any change. It may be noted that, PMSBY and PMJJBY of foreign nationals are not required. For Career legal liability insurance OIL has to be included as additional assured to protect the interest of OIL.
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			kindly requests confirmation of this understanding.	
44	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.8.e		"That OIL shall be given thirty (30) days written advance notice of any material change in the policy" The Bidder notes the requirement to provide thirty (30) days' prior written notice to OIL of any material change in the insurance policies. Considering that such insurance policies may cover multiple operations beyond the scope of this Contract, the Bidder respectfully requests confirmation that this obligation shall be limited to material changes that affect the coverage, terms, or guarantees relevant to the Services and liabilities assumed under this Contract.	No change
45	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.9		"If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not	No change

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			effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor." Bidder respectfully requests that such penalty provision be deleted and that the clause be revised to reflect that the Contractor shall remain responsible for any gaps in insurance coverage strictly to the extent of its contractual liabilities under the Contract, rather than being subject to additional penalties, as the allocation of risk should be appropriately addressed through the agreed liability and indemnity framework.	
46	PART-3 SECTION-I GENERAL CONDITIONS		"On account payment to OIL in case of claim.. In case any loss or damage happen and where	No change

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	OF CONTRACT (GCC) Clause 14.11		Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim." Bidder respectfully requests that the clause be clarified to specify that Contractor's obligations and resulting liabilities shall apply only to the extent of its contractual responsibilities under the Contract, and not extend beyond the agreed risk allocation framework, ensuring consistency with the liability and indemnity provisions set forth elsewhere in the agreement.	
47	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.12.i)		"Employees Compensation (EC) Policy or Employer's Liability Policy insurance as required by the laws of the country of origin of the employee." In the context of services provided by drilling units, tenderer understands that the Protection & Indemnity (P&I) policy typically addresses this exposure and	No change

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			should therefore be deemed acceptable for meeting this requirement. Kindly confirm. Furthermore, Bidder kindly request clarification that this obligation applies exclusively to employees directly engaged in offshore drilling operations.	
48	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.12.ii)		"Commercial General Liability Insurance: Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract." In the context of services provided by drilling units, tenderer understands that the Protection & Indemnity (P&I) policy typically addresses this exposure and should therefore be deemed acceptable for meeting this requirement. Kindly confirm. Furthermore, kindly clarify that this obligation applies	No change

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			exclusively to offshore drilling operations.	
49	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.12(vi)		Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY). Bidder kindly requests Company to exclude international worker from this clause, as for obtaining PMSBY & PMJJBY, all personnel requires bank account in India.	Agreed. SCC Clause to be incorporated mentioning that the policy is applicable only for Indian Nationals. Tender Amendments to be published.
50	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 15 – Liability		The Contractor notes that Clauses 15.1 and 15.2 grant the Company absolute immunity for loss of or damage to the Contractor's equipment and property, and for injury, illness or death of the Contractor's personnel, "even if caused by the negligence of Company," with no exception of any kind. While the knock-for-knock allocation of risk is established practice in offshore drilling contracts, market practice commonly provides for an exception to the extent of the gross negligence of the other party and Clause 16(a) of this very	No change

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			Agreement already recognises Wilful Misconduct, criminal acts and criminal negligence as exceptions to the limitation of liability regime. The term "Gross Negligence" is, moreover, already defined in Clause 1.2.28. The unqualified immunity conferred by Clauses 15.1 and 15.2 is therefore internally inconsistent with the Agreement's own treatment of egregious conduct, and diverges from the balanced regime the parties otherwise adopted. In the interest of preserving the symmetry of the risk-allocation regime, the Contractor proposes that the following proviso be inserted on a reciprocal basis into Clauses 15.1 and 15.2 and into the mirror Clauses 15.5 to 15.8: "Notwithstanding the foregoing, the exemption and indemnity set out in this Clause shall not apply to the extent that such loss, damage, injury, illness or	
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			death was directly and solely caused by the Gross Negligence or Wilful Misconduct of the indemnified party, its servants, agents or nominees."	
51	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 16 – Limitation of Liability And Clause 42.1 (SCC) – Limitation of Liability		The Bidder notes that Clause 42.1 of the SCC provides for an aggregate limitation of liability of 50% of the annualized Contract Price, which prevails over Clause 16 of the GCC. The Bidder further notes that, as currently drafted, the limitation of liability does not represent the Contractor's total aggregate exposure, as certain elements—such as Liquidated Damages and Performance Security—are applied outside the stated cap, resulting in cumulative and potentially disproportionate liability. The Bidder also notes that, in standard offshore drilling industry practice, the limitation of liability is intended to operate as a true aggregate cap on the Contractor's total financial	No change

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			exposure under the Contract, excluding only those matters governed by the knock-for-knock (K4K) risk allocation regime. In this context, and taking into account the nature of the Services, the allocation of risks under the Contract, and prevailing market practice, the Bidder respectfully requests that: a) the Contractor's aggregate liability be limited to 20% of the Contract Price; and b) all contractual remedies, including Liquidated Damages and any forfeiture or invocation of Performance Security, be included within, and not applied in addition to, such aggregate liability cap.	
52	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 19 – Risk Purchase		Clause 19 is not aligned with standard offshore drilling risk allocation, as risk purchase mechanisms are typically applied in equipment supply contracts. In addition, Bidder notes that Clause 44.5 of the Contract already provides a structured mechanism in case of unsatisfactory performance, including	Clause 19 (Risk Purchase) – Not applicable for this tender.

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			notice, opportunity to remedy, and termination rights. Accordingly, the Bidder considers that, in the event of Contractor's material breach not remedied within the specified cure period, the appropriate contractual remedy should be addressed through the termination provisions of the Contract, rather than through uncapped cost recovery mechanisms. The Bidder therefore considers that Clause 19 is not applicable in the context of this Contract and requests that Clause 19 be removed in its entirety. 19.0 RISK PURCHASE: In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL	
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			shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR. Clause 19 is not aligned with standard offshore drilling risk allocation, as risk purchase mechanisms are typically applied in equipment supply contracts.	
53	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 23 – Warranty and Remedy of Defects		As currently drafted, Clause 23 is not fully aligned with standard offshore drilling practice. Certain elements appear to reflect equipment supply contract provisions rather than offshore drilling services. Accordingly, the Bidder kindly requests that the clause be adjusted to align with prevailing industry practice, as follows: 23.1 CONTRACTOR warrants that they shall perform the work in a first class, shall be performed in a professional and workmanlike, and	Clause 23 (Warranty and Remedy of Defects) – Not applicable for this tender.

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			professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all applicable specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR, always in accordance with the agreed scope of work under this Framework Agreement. 23.2 Should COMPANY reasonably determine discover at any time during the tenure o the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing requirements warranty, CONTRACTOR shall, upon receipt of prior written notice, propose a reasonable period within which to perform the necessary corrective Work. after receipt of notice from	
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			COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall apply only to non-conformance directly attributable to the CONTRACTOR's performance and shall be carried out by the be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.	
54	PART-3 SECTION-I GENERAL CONDITIONS		The construction of the Drilling Rig was funded through project finances,	Not required

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	OF CONTRACT (GCC) Clause 26.2		and, because of that it is necessary to share information with banks, financial institutions, and financiers to the extent appropriate in connection with our financing arrangements. For this type of disclosure of information, the Bidder needs to request Oil India's prior approval?	
55	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 27.5 (Mobilization Payment) & 27.9 (Invoice payment)		Bidder kindly requests Company confirmation if GST charged on invoice will be reimbursed along with the Mobilisation payment and Day rate invoice payment.	All invoices are to be GST compliant. Payment will be released after deduction of applicable TDS under GST and IT Act.
56	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 28		Bidder understand that the clause is unclear as to in what cases the amount of commission/ fee/ remuneration of Indian agent/ consultant/ representative/ retainer / associate of foreign principal will be deducted by OIL from invoices of Contractor and paid to the Indian agent/ consultant/ representative/ retainer / associate directly, and in which cases such amounts will be paid to	All Agency commissions will be paid by Company to Agent directly in INR at the prescribed conversion rate. Bidder to quote percentage of Indian commission included in their quoted prices. Refer clause 7 in page 14, clause 13 in page 19 and clause 3 in page 44.

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			Contractor and will have to be paid by the Contractor to the Indian agent/ consultant/ representative/ retainer / associate within 30 days of payment of invoice. Bidder kindly requests OIL to clarify in this regard.	
57	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 29 - DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:		Bidder kindly request Company to include the following paragraph under the clause "Details of Statutory Payments Like EPF & ESC, etc" section: List of "Excluded Employees", if any, not be covered under the EPF scheme with certificate to that effect issued by the EPFO or list of excluded employees if any, not be covered under the EPF scheme self -certificated by the Contractor and certificate from the excluded employees to the effect that they are not covered under EPF Act, 1952 and / or ESI Act 1948 along wiht an undertaking / confirmation that the contractor indemnifies Contract for any liabilities for violation of the provision of hte EPF Act 1952 and ESI Act	No change required. Please refer to the words: "Wherever applicable" in the beginning of the said clause.

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			1948 arising out of declaration made by the contractor.	
58	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 30 – Timely Mobilization and Liquidated Damages	i	Regarding the Liquidated Damages for delay in mobilization, the Bidder kindly requests the following amendments to ensure a balanced and consistent allocation of risk in line with standard offshore drilling industry practice: <i>a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.</i> <i>b) If the contractor is unable to mobilize/ deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of</i>	No change. However, as against counter clause no. 4.0 of SCC, it is clarified that the right to termination due to delay will be exercised only after the LD phase has ended.

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			<i>the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% 0,1% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price. Such Liquidated Damages shall apply only to delays directly attributable to the CONTRACTOR and shall accrue up to a maximum period of 180 days (the "Liquidated Damages cap"), beyond which no further Liquidated Damages shall be applicable. The COMPANY shall have the right to terminate the Contract for delay in mobilization only upon the Liquidated Damages cap having been reached. For the avoidance of doubt, any delay arising from weather conditions, Force</i>	
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			<i>Majeure or from causes attributable to the COMPANY shall not be considered a delay for which Liquidated Damages are applicable, and shall not give rise to any entitlement of the COMPANY to levy Liquidated Damages.</i> <i>c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.</i> <i>e) Liquidated Damages under this Clause shall constitute the sole and exclusive remedy of the COMPANY for delay in mobilization, and no additional remedies, including forfeiture of Performance Security or any other penalties, shall apply in respect of such delay.</i> <i>e) Liquidated Damages under this Clause shall constitute the sole and exclusive remedy of the COMPANY for delay in mobilization, and no</i>	
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			additional remedies, including forfeiture of Performance Security or any other penalties, shall apply in respect of such delay.	
59	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 31 – Force Majeure		Force majeure rate The Bidder notes that, during a Force Majeure event, the Contractor continues to incur significant ongoing costs, including but not limited to crew, maintenance, standby, insurance, and financing. However, under the current provision, while the Contract allows termination only after 60 days of Force Majeure, the Force Majeure rate applies for only the first 15 days. This creates a clear imbalance, as the Contractor would be required to sustain operational and standby costs beyond the initial 15-day period without any corresponding remuneration. Accordingly, the Bidder kindly requests that the Force Majeure rate be applicable for the entire duration of the Force Majeure event, in order to ensure a fair and balanced allocation of risk.	No change

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60	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 32 – Set-Off		The Bidder notes the set-off provision and considers that cross-contract set-off is not appropriate in the context of offshore drilling services. Accordingly, the Bidder requests that any right of set-off be limited to amounts arising under the same Contract only, and that the provision for cross-contract set-off be removed.	No change
61	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 33 – Withholding		The Bidder notes the withholding provisions and requests that the application of such rights be subject to reasonable and clearly defined limitations. In particular, the Bidder kindly requests that: - the Company shall not withhold payment of any undisputed amounts; - any withholding shall be limited strictly to the specific amounts under dispute; - withholding shall be based on demonstrable and substantiated claims, and not on anticipated or potential claims; - the Contractor shall be provided with a reasonable	No change

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			cure period to address any identified issue prior to any withholding; - The Company shall not disburse any amounts withheld to any third party without the prior written consent of the Contractor. Accordingly, the clause should be revised to reflect the above principles.	
62	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 38 – Polution and Contamination		The Contract currently allocates subsurface and well risks across several provisions that are inconsistent with one another. GCC Clause 38.0 indemnifies the Contractor in respect of the well, reservoir, subsurface damage and blowout, but subject to an exception for "willful misconduct or criminal misconduct". The Special Conditions of Contract address the same risks differently and without that exception, as Clause 16.0 makes Company responsible for the well "regardless of the cause thereof, including but not limited to the negligence	No change

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			of Contractor" (subject only to the Contractor's redrill obligation), while Clause 17.0 caps the Contractor's blowout-control exposure at US\$1 million and Clause 18.5 places underground damage on Company. Although the SCC are expressed to prevail over the GCC, the continued presence of the GCC 38.0 "willful/criminal misconduct" exception creates a genuine and avoidable interpretive ambiguity. In a serious well-control incident, Company would be expected to invoke GCC 38.0 to allege wilful misconduct and resist payment, forcing the Contractor to litigate the order of precedence in precisely the circumstances where the indemnity is most needed. This ambiguity defeats the commercial purpose of the indemnity. The allocation of subsurface risk to the operator is a fundamental and well-established principle of offshore drilling contracts:	
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			the operator is the concession holder and well-programme designer, and the Contractor controls neither the well plan, the reservoir characteristics, the geological formation, nor the decisions leading to loss of well control. The only residual well-related responsibility properly retained by the Contractor is its express obligation to repair or redrill a lost or damaged hole, which is dealt with separately in this Contract. Contractor therefore requests that the well, reservoir and blowout indemnity be consolidated into a single, unconditional and overriding provision, and that the conflicting elements of GCC Clause 38.0 (the "willful/criminal misconduct" exception) and of SCC Clauses 16.0, 17.0, 18.5 and 20.0 be amended accordingly so that no narrower or contradictory allocation survives. The proposed wording is: <i>"Well, Reservoir and Blowout Indemnity</i>	
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			<i>Notwithstanding any other provision of this Contract to the contrary — including GCC Clause 38.0 and Clauses 16.0, 17.0, 18.5 and 20.0 of the Special Conditions of Contract — and which provisions shall be read subject to and overridden by this Clause to the extent of any inconsistency, and save only for the Contractor's express obligation to repair or redrill a lost or damaged hole as provided elsewhere in this Contract, Company shall — regardless of cause, of negligence in any form, of Gross Negligence, of Wilful Misconduct or of default on the part of any member of the Contractor Group — be solely responsible for, and shall defend, protect, indemnify and hold harmless the Contractor Group from and against, any and all loss, claim, liability, demand, damages and costs whatsoever (without limit and without any deductible, cap or threshold) in respect of:</i> <i>(a) loss of or damage to any well or hole; and/or</i>	
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			<i>(b) blow-out, fire, explosion, cratering or any other uncontrolled well condition, including the costs to regain control of a wild well and the removal of debris; and/or</i> <i>(c) loss of or damage to any reservoir, geological formation or underground strata, or the loss of oil or gas therefrom.</i> <i>For the avoidance of doubt, in the event of any conflict between this Clause and any other provision of the Contract, this Clause shall prevail."</i>	
63	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 39.2		Pursuant to Clause 39.2, if new legislation is introduced that impacts the Bid Price, the Parties shall reach an agreement on the price review. Nonetheless, this type of clause, essentially, acts as a safeguard against the risk and uncertainty associated with the sudden change in the price of materials needed to give effect to the contractual obligations. The situation is external and beyond the control of the parties. In this way, the Bidder kindly requests the	No change

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			amendment of the clause to bring greater clarity to its wording, with the inclusion that the Contractor will be indemnified by the Company in case of a price increase, provided that it is duly proven.	
64	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 44 – Termination Sub-clause 44.2 – Termination for Death		Sub-clause 44.2 – Termination for Death The Bidder notes that this provision appears to apply to individual or partnership contractors and does not appear to be applicable in the context of a corporate contractor. The Bidder kindly requests confirmation that this provision shall not apply where the Contractor is a corporate entity.	Confirmed
65	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 44 – Termination Sub-clause 44.5 – Unsatisfactory Performance		Sub-clause 44.5 – Unsatisfactory Performance The Bidder notes that the concept of “unsatisfactory performance” is not defined and may lead to subjective interpretation. Accordingly, the Bidder requests that: a) performance be assessed based on objective and	Requested changes not acceptable. However, refer tender amendment for modified clause.

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			measurable criteria consistent with offshore drilling industry practice; b) termination rights be limited to cases of material breach of the Contractor's obligations; and c) reasonable cure periods, to be mutually agreed between the Parties, be provided prior to termination. The currently prescribed period of 15 days is considered insufficient given the nature and complexity of offshore drilling operations.	
66	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 44 – Termination Sub-clause 44.7 – Equipment Breakdown		Sub-clause 44.7 – Equipment Breakdown The Bidder notes that this sub-clause provides the Company with the right to terminate the Contract if a breakdown of the Contractor's equipment results in non-performance for a period of 15 consecutive days, without prior notice. The Bidder considers that this timeframe is not aligned with standard offshore drilling industry practice, particularly given the complexity of deepwater drilling units, the nature of	No change Tender Amendment will be issued to modify the period from 15 days to 30 days.

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			critical equipment repairs, and the logistical and regulatory constraints typically involved. Accordingly, the Bidder respectfully requests that termination rights under this sub-clause apply only where the Contractor is unable to perform its obligations for a period of not less than 60 consecutive days, following a reasonable opportunity to remedy the non-performance.	
67	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 44 – Termination Sub-clause 44.8 – Delay in Mobilization		Sub-clause 44.8 – Delay in Mobilization The Bidder notes that this sub-clause provides the Company with the right to terminate the Contract in the event of delay in mobilization, regardless of duration. In this respect, the Bidder highlights that Liquidated Damages are already provided for under Clause 30 as the agreed remedy for delays in mobilization. Allowing termination prior to the Contractor reaching the maximum Liquidated Damages cap would result in overlapping remedies and create a disproportionate	No change

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			allocation of risk. Accordingly, and in alignment with the Bidder's comments on Clause 30, the Bidder kindly requests that termination for delay in mobilization shall apply only after the Contractor has reached the maximum applicable Liquidated Damages cap, consistent with standard practice in the oil and gas industry.	
68	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 44 – Termination Sub-clause 44.9 – Termination for Convenience		Sub-clause 44.9 – Termination for Convenience The Bidder notes that such termination introduces significant commercial exposure to the Contractor, particularly in the context of long-term offshore drilling commitments involving substantial upfront costs, rig allocation, and long-term resource planning. Accordingly, the Bidder respectfully requests that termination for convenience be subject to commercially reasonable protections, including: 1) a minimum prior written notice period of not less than	Clause not applicable in this tender.

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			90 days; and 2) adequate compensation to the Contractor, including: i) payment for all Services performed up to the effective date of termination; ii) payment for the remaining committed Contract period at a reduced rate (e.g. 90% of the operation day rate), iii) full demobilization charges; and iv) reimbursement of all reasonable, properly documented, and directly incurred costs resulting from such termination.	
69	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 44 – Termination Sub-clause 44.10 - Consequence of Termination		The Bidder notes the provisions relating to the consequences of termination. The Bidder respectfully requests that, in all cases of termination: the Contractor shall be entitled to payment for all Services performed up to the effective date of termination; and demobilization charges shall be payable, as such costs are necessarily incurred by the Contractor irrespective of the cause of termination.	No change

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			The Bidder further notes that demobilization involves substantial logistical and operational effort and costs, which cannot be avoided, and therefore should be reimbursed in order to ensure a fair and balanced allocation of risk.	
70	"PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 44 – Termination" New Clause		The termination provisions do not include any right for the Contractor to terminate by reason of any non-payment by Company or any other default on the part of Company. We Kindly request that an express right to terminate for these reasons is included to bring balance of the parties' right to the Contract. <i>44.11 Termination by Contractor for Company Default</i> <i>Notwithstanding any other provision of this Framework Agreement, Contractor shall have the right, by giving written notice to Company, to terminate this Framework Agreement only for the</i>	Not acceptable

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			<i>following reasons:</i> <i>(a) Non-payment. Non-payment by Company of true and correct invoices submitted in accordance with the provisions of Clause 27.0 of this Framework Agreement, which are not disputed by Company in accordance with Clause 27.9. In the event of any such non-payment, Contractor may terminate this Framework Agreement by giving Company fifteen (15) days' written notice. If payment is made within the fifteen (15) day notice period, the notice shall be deemed to have been withdrawn and this Framework Agreement shall continue in full force and effect;</i> <i>(b) Insolvency of Company. In the event that Company, at any time during the term of this Framework Agreement, becomes insolvent, makes a voluntary assignment of its assets for the benefit of creditors, passes a resolution for its winding up (other than for the purposes of a solvent amalgamation or reconstruction), has a receiver,</i>	
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			<i>liquidator, administrator, resolution professional or similar officer appointed over the whole or any material part of its assets or undertaking, or becomes the subject of any proceeding under the insolvency and bankruptcy laws of India, or any analogous proceeding under any applicable law. To the maximum extent permitted by applicable law, Contractor shall have the right to terminate this Framework Agreement by written notice with immediate effect;</i> <i>(c) Sanctions / Restricted Party. If Company becomes a Restricted Party during the term of this Framework Agreement, or comes to interact with a Restricted Party or a Restricted Jurisdiction in a manner that affects the execution of this Framework Agreement. For the purposes of this Clause: (i) "Restricted Party" means any natural or legal person, group or entity (A) subject to economic sanctions at any level under applicable laws, including but not limited</i>	
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			<i>to those designated on the sanctions lists of the United Nations (UN), the European Union (EU) and/or its Member States, or the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC); or (B) directly or indirectly owned, controlled by, or acting on behalf of such persons; and (ii) "Restricted Jurisdiction" means any territory, country or state that is subject to economic sanctions or an embargo imposed by a Governmental Authority.</i> <i>Upon any termination by Contractor under this Clause 44.11, the consequences of termination set out in Clause 44.10 shall apply, and Company shall pay Contractor all sums due up to and including the date of termination, together with all demobilization charges and any other amounts payable to Contractor under this Framework Agreement, without set-off or deduction.</i>	
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71	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) 45.0 TO DETERMINE THE CONTRACT		The Bidder acknowledges that, following termination, the Company may take over the remaining work and complete it through a new contractor or by other means. The Bidder does not accept that such work be performed at the Contractor's risk and cost, as this would create an unbounded exposure that is not aligned with offshore drilling industry practice. Accordingly, the Bidder kindly requests that Clause 45 be amended as follows: <i>"In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter, the CONTRACTOR shall stop forthwith any of the work then in progress, except those works which the COMPANY may, in writing, require to be done to safeguard any property, work, or installations from damage, and the COMPANY may take</i>	Refer Tender Amendment for modified clause.
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			<i>over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh contractor or by other means. at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices. For the avoidance of doubt, such completion shall be carried out independently by the Company and its appointed contractor(s), and shall not involve the use of the Contractor's equipment without prior agreement."</i>	
72	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) 46.0 WITHOUT DETERMINING THE CONTRACT		The Bidder notes that Clause 46 applies in the same circumstances as Clause 45, following termination under Clause 44.4 to 44.9, and provides for completion of the work at the Contractor's risk and cost. The Bidder considers that	No change Refer tender amendment

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			this clause duplicates the provisions already set out under Clause 45, while reinforcing exposure to unbounded and overlapping liabilities. Accordingly, the Bidder requests that Clause 46 be removed in its entirety. 46.0 WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.	
PART 3 - SECTION II - Terms of Reference / Technical Specifications / Scope of Work				

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73	PART-3 SECTION-II Appendix - 4 RATE OF DEDUCTION FOR SHORT DEPLOYMENT FOR RIG CREW PERSONNEL Note		"Note: The above Rate of Deduction is for 1st seven days only. Subsequently the Rate of Deduction will be double every week thereafter (for example in case of Tool Pusher for 8th day to 14th day: 1000US\$ per day, for 15th to 21st day: 2000 US\$ per day and so on)." The Bidder notes the provision whereby the rate of deduction for short deployment of rig crew personnel doubles on a weekly basis after the initial seven-day period. The Bidder considers that such an escalating mechanism may lead to disproportionate deductions that do not reflect the actual impact of the personnel deficiency, particularly in cases of temporary absence due to sickness, logistics, or other operational constraints. Accordingly, the Bidder kindly requests that the rate of deduction be maintained at a fixed level for the duration of the short deployment	Penalty will be doubled only once after 15 Days. Tender amendment to be published.
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			period, without escalation on a weekly basis.	
74	PART-3 SECTION-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Appendix-2 Exhibit-A Table - DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER Item 14 - BOP - point 5		The wording as currently drafted is not acceptable, as it effectively transfers operational and consequential costs to the Contractor, which is not consistent with market practice in offshore drilling contracts, and the Contractor cannot assume this level of risk. Accordingly, the Contractor shall not be responsible for costs related to third-party services engaged by the Company during BOP replacement, which shall remain for the Company's account, in accordance with the knock-for-knock principle and the overall liability framework of the Contract. Therefore, the Bidder kindly requests that this item 14 be amended as follows: NO change <i>"Item 14 - point 5. If BOP requires mid-term recertification for any other</i>	Agreed. Tender Amendments to be published.

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			reason during the term of the contract, then the same shall be acceptable, provided the Bidder replaces the BOPs at its cost during the contract period but prior to expiry of the five yearly recertification, with those having valid recertification from OEM or OEM authorized facility. However, in such a case, Bidder shall bear all the cost(s) of the other services which are hired by OIL separately and are dedicated to the operations of wells drilled by this rig apart from zero day rate being applicable for the drilling unit during the period operations are materially affected due to replacement of BOP. Cost of such other services as intimated by OIL, based on the rates at which the services contracts specific to this rig have been concluded, shall be accepted by Bidder and shall be binding on them Also, Bidder shall replace the old BOP with re-certified BOP only during the period between the pull-out of BOP from one well and	
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			<i>lowering of BOP in next well. For this purpose, Bidder shall pre-plan with Operator depending upon the expiry of re-certification of existing BOP and drilling schedule of rig. The BOP stack shall be manufactured and re-certified as per relevant API standards. Configuration, Installation and Testing of the BOP stack shall be as per API STD 53. "</i>	
75	Data Availability – Clarification		The Bidder kindly requests OIL to provide the following data and information: - Metocean data (including wind, wave, current, and seasonal conditions); - Geophysical data; - Geotechnical data; and - Shallow hazard information.	Will be provided after award of contract (except Geotechnical)
PART 3 - SECTION III - Special Conditions of Contract				
76	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT 2.2 MOBILISATION TIME		Regarding the mobilization timelines, from an execution perspective, certain elements of the mobilization process—such as third-party inspections, statutory approvals, and availability of Company-provided services—may depend on factors	Clarified

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			outside the Contractor's control. In this context, the Bidder kindly requests clarification that: a) mobilization completion will be assessed based on objective compliance with applicable statutory and contractual requirements, rather than subject to the sole satisfaction of the Company; and b) any delays attributable to third-party inspection agencies, regulatory authorities, or Company readiness (including site readiness and equipment loading) will not be considered as Contractor delay.	
77	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT 4.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION		The Bidder notes that the provisions under Clause 4.0 (SCC) regarding Liquidated Damages, termination, and forfeiture of Performance Security appear to provide for multiple and overlapping remedies in the event of delay in mobilization. In this respect, the Bidder	Clarified

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			refers to Clause 30 of the General Conditions of Contract (GCC), which establishes the framework for Liquidated Damages for delay in mobilization. The Bidder kindly requests clarification that the provisions under Clause 4.0 shall be aligned with Clause 30 of the GCC, such that: - Liquidated Damages constitute the sole and exclusive remedy for delay in mobilization; - the right of termination for delay shall arise only upon the Contractor reaching the maximum Liquidated Damages cap; and - any forfeiture or invocation of Performance Security shall not apply in addition to Liquidated Damages for the same event.	
78	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT 6.0 PERSONNEL:		The Bidder notes the personnel approval and replacement provisions under this clause. For consistency with the Bidder's comments on PART-3, Section-I, General	Noted

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			Conditions of Contract (GCC), Clause 9.1 – Personnel Replacement, the Bidder kindly requests clarification that: a) Company approval for deployment and replacement of personnel shall not be unreasonably withheld or delayed; and b) any request for replacement of personnel shall be based on reasonable and justifiable grounds, taking into account operational requirements.	
79	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 16		Clause 16.0 provides that, where the hole is lost or damaged "because of the negligence of Contractor", Contractor's sole responsibility is to repair or redrill the hole at fifty percent (50%) of the Operating Rate. As currently drafted, this carve-out from Company's well indemnity is triggered by simple/ordinary negligence. This allocation is inconsistent with established market practice for offshore drilling contracts. Under the prevailing knock-for-knock	Because of Gross Negligence/Wilful Misconduct. Tender amendment to be published.

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			regime (reflected in the IADC and equivalent industry model forms), subsurface and well risks rest with the Operator as the concession holder and designer of the well programme. Where any residual liability for loss of the hole is placed on the drilling contractor, it is consistently confined to wilful/criminal misconduct of the contractor's senior/supervisory personnel, and never to the ordinary negligence of individual crew members. Accordingly, Contractor requests that the negligence trigger in Clause 16.0 be qualified as follows: <i>"In the event the hole is lost or damaged solely and directly as a result of the wilful/criminal misconduct of the Contractor's Senior Supervisory Personnel, Contractor's sole responsibility thereafter shall be the obligation to repair such damage within the limits of Contractor's normal</i>	
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			<i>complement of equipment and personnel, or to redrill the hole in the same Well or an alternate Well to the depth at which such hole was lost, at a rate equal to fifty percent (50%) of the Operating Rate, by deploying the Drilling Unit and personnel. In all other circumstances, including the ordinary negligence of Contractor or its personnel, Company shall be solely responsible for and shall defend, indemnify and hold harmless the Contractor Group from and against all loss of or damage to the hole or well, regardless of cause.</i> <i>For the purposes of this Clause, 'Senior Supervisory Personnel' means the Contractor's onshore management and the Offshore Installation Manager / Rig Manager, and expressly excludes other offshore crew and personnel."</i>	
80	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 16.1		Clause 16.1 currently allocates to Contractor responsibility for damage to third-party pipelines, platforms, rigs and	To be as per the Tender.

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			equipment in the area of operation up to US\$500,000 per occurrence, with Company indemnifying only the excess. Damage to permanent third-party oil and gas production facilities and pipelines within the Operating Area is a Company (operator)-domain risk: their location, presence and proximity to the designated drilling locations are within Company's knowledge and control, not Contractor's. Consistent with market practice for offshore drilling contracts, Contractor requests that Clause 16.1 be amended so that this risk rests with Company without deductible or threshold, as follows: <i>"Notwithstanding any other provision of this Agreement, Company shall — regardless of cause, of negligence in any form, of Wilful Misconduct or of default on the part of any member of the Contractor Group, and without any deductible, cap or threshold — be solely responsible for and</i>	
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			<i>shall defend, protect, indemnify and hold harmless the Contractor Group from and against any loss, claim, liability, demand, damages and costs whatsoever (including but not limited to judicial or administrative awards, attorney or expert fees, lawsuit costs, fees, penalties and interest) in respect of loss of or damage to any permanent third party oil and gas production facilities and pipelines within the Operating Area, where such loss or damage arises from or relates to the performance of drilling operations under this Agreement or any Work Order issued hereunder. In the event of any conflict between this provision and any other provision of the Contract, this provision shall prevail."</i>	
81	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 18.4		As drafted, this clause makes the Contractor solely responsible for loss of or damage to equipment and materials furnished by the Company—assets which are owned and controlled by the Company.	18.4 will be deleted. Tender amendment to be published

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			The Bidder notes that this allocation of risk is inconsistent with standard offshore drilling industry practice and, more importantly, with the knock-for-knock (K4K) risk allocation regime embodied elsewhere in the Contract (including GCC Clause 15 and SCC Clause 18.5), whereby each party bears responsibility for its own property irrespective of fault. Accordingly, the Bidder respectfully requests that this clause be removed or aligned with the agreed K4K framework under the Contract to ensure consistency in the allocation of risk.	
82	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 19		Clause 19 states that the indemnities apply "without limit," whereas Clause 42.1 (SCC) caps the Contractor's aggregate liability at 50% of the annualized Contract Price, with only two carve-outs (defective equipment and Intellectual Property Rights). It is therefore unclear whether the Clause 19	No change

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			indemnities sit inside or outside that cap. Therefore, we propose the following addition to the clause drafting: <i>"(c) Relationship with limitation of liability. Notwithstanding the words 'without limit' in this Clause 19, the indemnity obligations under this Clause are subject to the aggregate limitation of liability set out in Clause 42.1 (SCC), save for the exclusions expressly stated therein."</i>	
83	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT 27.1 COMPREHENSIVE GENERAL LIABILITY INSURANCE		In the context of services provided by drilling units, tenderer understands that the Protection & Indemnity (P&I) policy typically addresses this exposure and should therefore be deemed acceptable for meeting this requirement. Kindly confirm.	Bidder's understanding is correct.
84	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT 30.0 FAILURE/DEFICIENCY PENALTY a)		The Bidder notes the safety penalty provision stipulating a rate of 5% per day of the applicable day rate and requests that the same be aligned with standard offshore drilling industry practice.	No change

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			The Bidder considers that the current level of 5% per day is disproportionate, as not all safety deviations are of a severe nature. Minor or administrative non-compliances could trigger the same level of penalty, which is not reasonable and does not reflect the nature or impact of the deviation. Accordingly, the Bidder kindly requests that the penalty be reduced to 0.5% per day of respective day rate of the applicable day rate, and that such penalties apply only in cases of material non-compliance attributable to the Contractor.	
85	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT 30.0 FAILURE/DEFICIENCY PENALTY Sub-clause 30.2		Clause 30.2 provides for the application of penalties in situations where operations are not affected. If no impact to operations, safety, or performance arises from the absence of Associated Services, the application of a penalty is not considered justified. Bidder therefore kindly requests deletion of this clause.	Clause will be deleted. Tender amendment to be published.

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86	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT 30.4 Running and Pulling Times for Subsea BOPs and LMRP		With reference to item 30.4, the Bidder would like to confirm whether the "zero-day rate" will be applicable to the "Total Round Trip Time" and not to the "Running Time", or "Pulling Time" individually.	Confirm 'zero day rate' will apply to Total Round Trip time and not to the "Running Time", or "Pulling Time" individually.
87	Inter Location Movement Times specified in Part 3 – Section III – Item 30.5		Bidder kindly requests clarification regarding the Inter Location Movement Times specified in Part 3 – Section III – Item 30.5, entitled “Inter Location Movement Times – The prescribed time limits for Inter Location Movements for the Drillship will be as follows.” Upon review, the Bidder has identified inconsistencies in the movement time table, as the durations presented—particularly for distances between approximately 1,250 nm and 2,000 nm—do not align with the stated average transit speed of 8 knots, and appear to reflect a higher effective speed. In addition, the Bidder notes	1) Figures will be checked and corrected. Tender amendments will be published if required. 2) Additionally, 24 hours’ time will be given for retrieving and dropping of transponders. Tender amendments to be published.

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			that the prescribed movement times do not account for operational activities associated with subsea transponder retrieval and deployment, which, based on standard industry practice, typically require approximately 12 hours for retrieval and 12 hours for deployment (total ~24 hours). In this context, the Bidder kindly requests that the Company: a) Review and correct the Inter Location Movement Time table to ensure full consistency with an average transit speed of 8 knots, as specified in the ITT; and b) Revise the prescribed movement durations to explicitly include an additional allowance of approximately 24 hours to account for transponder retrieval and deployment activities. This correction would ensure that the movement time assumptions are technically consistent, operationally	
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			realistic, and uniformly applicable across all Tenderers, providing a fair and accurate basis for planning and performance evaluation.	
88	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 34 – Force Majeure		Force Majeure Termination Threshold — Consistency Between GCC and SCC GCC Clause 31.0 permits termination if Force Majeure continues "beyond successive 60 (Sixty) days," whereas SCC Clause 34.0 adds the qualifier "for each occasion." To avoid any interpretive dispute, Bidder requests that GCC Clause 31.0 be aligned with SCC Clause 34.0 by inserting "for each occasion," and confirms its understanding that the 60-day period means a continuous, uninterrupted period arising from a single Force Majeure occurrence — not the aggregation of separate, intermittent events. Company is requested to confirm this understanding and adopt the amendment.	Force Majeure To be guided by SCC clause 34.
89	PART-3 SECTION-III		The term "Force Majeure" as employed herein shall mean	Refer para 2 of clause 34.1

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	SPECIAL CONDITIONS OF CONTRACT Clause 34 – Force Majeure		war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Company and the Contractor, directly affecting the performance of the Contract. Bidder kindly requests Company to include Cyclones and Cyclones Consequences (not allowing the Rig to go back to work) as ACT OF GOD in FM definition.	
90	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 34.1 - CONDITIONS FOR FORCE MAJEURE		The term "Force Majeure" as employed herein shall mean war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Company and the Contractor, directly affecting the performance of the Contract. Bidder kindly requests Company to include Cyclones and Cyclones Consequences (not allowing the Rig to go back to work) as ACT OF GOD in FM definition.	Refer para 2 of clause 34.1.
91	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT		"The Company, at its discretion, may add back such suspension period to the original Contract duration	Refer last para of clause 38.0.

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	Clause 35 SUSPENSION AT COMPANY'S REQUEST		at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract." As Bidder/Contractor must be able to market its unit for opportunities commencing after the contract term, Bidder requests Company to limit the maximum suspension period, exercised at its discretion, to a total aggregated 90-day period. Any extension to an on-going suspension period or additional suspension period that result in more than a total aggregated 90-day limit during the entire contract term must be mutually agreed between Company and Bidder/Contractor.	
PART 3 - SECTION IV - Schedule of Rates				
92	PART 3 Section IV SCHEDULE OF RATES ITEM 8 - STACK DAY RATE		iii) Payment towards Stack Day Rate shall be 75% (Seventy Five percent) of ODR. Bidder kindly requests Company to consider Stack Day Rate to be 90% of ODR as OPEX costs remains the	No change

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			same or higher as maintenance and personnel will remain same during the temporary period of stack plus extra expenditures for port facilities, customs, etc.	
93	PART-3 SECTION-IV - SCHEDULE OF RATES 9.0 SPECIAL NOTES TO RATE SCHEDULE OF DRILLING UNIT 2. Waiting on Weather (WOW) on NODR		The Bidder notes that this clause provides for a progressive reduction of the Non-Operating Day Rate (NODR) after the first seven (7) days of continuous Waiting on Weather (WOW). Please note that in the Indian offshore environment, prolonged WOW periods due to monsoon and cyclonic conditions are common and beyond the Contractor's control. Furthermore, during such periods, the Contractor continues to incur full standby, crew, insurance, and financing costs. The proposed reduction of NODR to two-thirds and subsequently to one-third for extended WOW periods results in a disproportionate transfer of weather-related risk to the Contractor and is not aligned with standard	Increase from 7 days to 15 days (NODR). After 15 days reduce to 2/3rd of NODR. Tender amendment to be published.

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			offshore drilling industry practice. Accordingly, the Bidder kindly requests that the WOW payment structure be revised such that NODR remains payable at 100% for the entire duration of WOW, without any reduction.	
94	PART-3 SECTION-IV SCHEDULE OF RATES 11.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF etc. Item 9.		Item 9: The Bidder notes that the payment terms allow for potential delays of up to two months for the first two (2) and the final monthly invoices. The Bidder considers that such extended payment periods for undisputed invoices are not aligned with standard offshore drilling industry practice and may adversely impact the Contractor's cash flow, particularly at the commencement and close-out of the Contract. Accordingly, the Bidder kindly requests that all undisputed monthly invoices, including the first two (2) and	Noted

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			the final invoice, be paid within the standard 30-day period from the date of receipt.	
95	27 REMUNERATION AND TERMS OF PAYMENT - 27.5 & PART-3 SECTION-IV SCHEDULE OF RATES 11.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF etc. Item 13		Item 13: The Bidder notes that there is an inconsistency between the Schedule of Prices and Clause 27.5 (Remuneration) regarding the payment timeline for Mobilization charges, where one provision, schedule of prices, specifies 30 days and the other, item 27.5, specify 45 days from receipt of undisputed invoices. The Bidder considers that such inconsistency may lead to ambiguity in contract interpretation during execution. Accordingly, the Bidder kindly requests that both provisions be aligned, and that the payment period for Mobilization charges be consistently defined as 30 days from the date of receipt of undisputed invoices.	SOR will prevail over GCC. Mobilization Charges shall be made within 30 days following the date of receipt of undisputed invoices by Company.
96	27 REMUNERATION AND TERMS OF		The Bidder notes that there is an inconsistency between	SOR will prevail over GCC. It is clarified that

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	PAYMENT - 27.6 And PART-3 SECTION-IV SCHEDULE OF RATES 17. INVOICE SUBMISSION		Clause 27.6 (Remuneration) and Item 17 of the Schedule of Prices regarding the timeline for submission of monthly invoices, where one provision requires submission on the day following the end of the month, while the other allows submission up to the 10th day of the succeeding month. Accordingly, the Bidder kindly requests that both provisions be aligned, and that the timeline for submission of monthly invoices be defined as on or before the 10th day of the succeeding month.	timeline for submission of monthly invoices to Operator's office is on or before the tenth (10th) day of each succeeding month.
97	PART 3 Section IV SCHEDULE OF RATES		Considering this campaign's high associated costs and risks relative to logistics, weather conditions and supply chain, Bidder kindly requests OIL to raise upper limit of (i) Non-Operating Day Rate and (ii) Rig Package Equipment Breakdown Day Rate and (iii) Rig Package Moving Day Rate, to 95% of Operating Day Rate of Drilling Unit.	As per tender
PROFORMAS, EXHIBITS, APPENDICES, ETC.				

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98	PROFORMAS, EXHIBITS, APPENDICES, ETC. Appendix C - ESG Questionnaire for vendors and suppliers		We kindly request clarification whether the Appendix C must be filled in and uploaded along with the proposal, or only in case of award.	As per clause 36 in page 27, ESG Questionnaire in the prescribed format to be submitted within fifteen (15) calendar days from the date of award of contract.
99	Appendix 2 – Exhibit A – Item 5.4		Bidder kindly requests clarification regarding the requirement set forth in Appendix 2 – Exhibit A – Item 5.4, which states that “the engines and generators must be in condition that no OEM-specified overhauls will be required during the contract term, and Bidder is to submit documentary evidence.” The Bidder’s unit is equipped with redundant power generation capability, and based on extensive operational experience, it is standard industry practice to perform planned, rotational engine overhauls during operations. This approach enables the distribution of engine running hours, avoids multiple engines reaching major overhaul thresholds simultaneously, and	Agreed without affecting operation.

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			enhances overall reliability and availability of the unit.	
100	PART 1 INSTRUCTIONS TO BIDDERS (ITB) 9.3 and 9.5		We would like to seek clarification regarding the acceptable modes of payment for Bid Security as outlined in Clauses of the tender document: i) For the Electronic Transfer (NEFT/RTGS), are international transfers (SWIFT) also acceptable, or restricted to domestic Indian transfers only? ii) Please confirm the complete bank details (account name, account number, IFSC/SWIFT code, beneficiary bank, etc.) for remittance. iii) Regarding the Online Payment through OIL's e-portal, please clarify if it is available for all bidders, including international companies/banks. Also, what are the accepted payment methods within the portal, which documents must be included, and if it must be done directly through OIL e-portal.	i. Acceptable ii. Bank details will be provided along with pre-bid amendments. iii. An online payment gateway is integrated with the portal which is available for all bidders.

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2nd Set:

No	Reference	Bidder Query / Clarification Requested	OIL reply
1	Bid Security Submission	The Bidder notes that the tender requires the original Bid Security to be submitted to the address of Oil India Ltd., KG Basin Project, Kakinada. Considering that the Bidder is a foreign company and that the submission of original Bid Security documents involves international logistics, the Bidder kindly requests OIL to confirm whether the original Bid Security may alternatively be delivered in person at OIL's office in New Delhi. If acceptable, the Bidder further requests OIL to provide the applicable address, contact details and submission procedure for such delivery.	Not acceptable
2	Category 2 Drillship Deployment Schedule	The Bidder notes that Clause 13.0 provides that the Category 2 Drillship shall be mobilized within 270 days from the date of issuance of the Mobilization Notice and that the Mobilization Notice may be issued within 60 days from the date of issuance of the Letter of Award. The Bidder further notes that the tender indicates a tentative deployment date of April 2028 for the Category 2 Drillship. However, the relationship between the bid validity period, the anticipated timing of the Letter of Award, the issuance of the Mobilization Notice and the stated deployment date of April 2028 is not entirely clear. As these dates are critical for fleet allocation and long-term planning purposes, and unless otherwise advised by OIL, the Bidder has interpreted April 2028 as the tentative deployment date for the Category 2 Drillship and will plan its rig allocation accordingly. In addition, the Bidder respectfully requests OIL to consider a flexibility window of up to ninety (90) days around the planned deployment date for the Category 2 Drillship in order to accommodate rig transit to India, final preparations and mobilization planning requirements.	The Bidder to note that the tentative deployment date for Category 2 Drillship is July 2028. The Drillship will have to be mobilized within 270 days after issue of the mobilization notice.

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3rd set:

No	Reference	Bidder Query / Clarification Requested	OIL reply
PART 2 - Bid Evaluation Criteria (BEC)			
1	Bid Evaluation Criteria (BEC)	Throughout the BEC document, there are several requirements indicating that the bidder must include specific undertakings in the technical proposal. However, we have noted that Annex Checklist III (Technical Evaluation Sheet for BEC) appears to repeat all such requirements and undertakings listed in the BEC. In this regard, could you kindly confirm whether: We are required to submit the undertakings separately in addition to completing Checklist III; or The duly completed Checklist III alone would be considered sufficient for compliance with these requirements. We appreciate your guidance on this matter.	Confirmation/Undertaking/compliance in Checklist III will be sufficient. Alternately, a letter addressed to OIL with all the requisite undertakings in a consolidated manner can also be provided.
2	Item 7.5 Priced Bid Evaluation Criteria Note 8	We would like to reiterate that, since mobilization costs are incurred upfront, any deferment of payment effectively introduces a significant cost exposure for the Contractor. In addition, the cap of 1.8% does not adequately reflect the actual cost of long-distance mobilizations. Therefore, we respectfully request that the Company reconsider this point and remove this limitation, as it does not reflect the commercial reality of mobilizing drilling units over long distances.	Reviewed the matter and regret to accede to bidder's request. The tender stipulation will stand as it is.
3	Appendix-1, Exhibit-8 MEDICAL EVACUATION SERVICES	The Bidder notes that OIL requires the Contractor to extend medevac services for all personnel onboard, while liability for costs is divided between different service providers depending on the personnel involved. The Bidder considers that this creates a fragmented framework, where operational responsibility is centralized with the Contractor, while liability and cost responsibility are distributed across multiple parties. This may lead to challenges in emergency situations, particularly in terms of coordination, accountability, and response time. Medevac is, by nature, a critical emergency response function requiring clear and centralized control and immediate decision-making. In offshore operations, such services are typically coordinated at the Operator level to ensure consistency, efficiency, and effective integration with the overall emergency response system. Accordingly, the Bidder respectfully requests that OIL reconsider this approach and that the provision and coordination of medevac services, including air ambulance services, be managed by the Company as part of its overall emergency response framework, in line with standard industry practice.	The Rig Contractor will have to extend medevac services to all personnel onboard the rig. However, the Rig Contractor will only be liable for their personnel. Liability of others will be on respective service provider. OIL will provide helicopter services for transportation from rig to the shore.
PART 3 - FRAMEWORK AGREEMENT			
4	PART 3	The Bidder kindly requests OIL to confirm where the acceptance of the rig will take place. We note that Clause 2.3 defines the commencement of operations at the first drilling location, once the rig is ready and certified. However, our question relates specifically to the acceptance process.	The Drilling Rig will be accepted for operations when it is ready in all respects including obtaining all statutory clearances viz. Naval clearance, customs clearance etc, mobilised and is positioned at the first drilling location nominated by Company. Acceptance of the Rig will be thus at the 1st drilling location.

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5	Clause 7.3.1 - Back-to-Back Contract (Within India) secured by Contractor:	The Bidder notes that, in the event the Drillship secures immediate follow-on work with another operator (NOC/Private) within India after completion of Phase 1 and/or Phase 2, no moving day rate is currently applicable. However, Bidder kindly requests that the moving day rate be applicable in such scenarios.	The charges for moving the Drillship to be charged by Contractor to the next Operator as Mobilisation charges. This is the general accepted practice followed for such contracts locally.
PART 3 - SECTION I - GENERAL CONDITIONS OF CONTRACT			
6	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 9.1 ITEM 32 OF PRE-BID QUERIES	As agreed by OIL during the Pre-Bid Conference, please confirm that modification in the SCC will indicate that "After approval of submitted replacement personnel CV, National Personnel should be mobilized in 30 days , and International Personnel within 60 days ".	Already agreed by OIL in prebid. SCC clause modification will be done in Tender Amendment to be published shortly.
7	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 12.3.6 ITEM 34 OF PRE-BID QUERIES	We kindly request reconsideration of our proposal regarding Clause 12.3.6 to explicitly allow the submission of certificates under Sections 195(3) or 197. This provision was accepted in a previous OIL tender (#CEG 2290P23), and our intention is simply to ensure alignment with applicable tax regulations and avoid potential excess withholding and related cash flow impacts.	The Corporate Income Tax will be deducted at source from the invoice at specified rate of income tax as per provisions of Indian Income Tax as may be in force from time to time and company will issues TDS certificate. The Indian Income Tax Act and existing clause of tender already covers the provisions of additional clause sought by bidder and hence further modification of tender clause is not warranted. However, if the bidder insists for inclusion of the additional clause in the final Agreement/Contract (when awarded), same will be duly considered.

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8	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 14.12.i) ITEM 47 OF PRE- BID QUERIES	Further to the clarification provided regarding the non-acceptance of P&I insurance for this requirement, Bidder kindly requests additional confirmation with respect to Brazilian personnel. For employees hired under Brazilian labor regulations, mandatory social security contributions (INSS) already provide statutory compensation coverage for work-related injuries, occupational diseases, disability, and death, as required by local legislation. In this context, Bidder kindly requests confirmation whether compliance with INSS obligations would be deemed acceptable, either fully or partially, for satisfying the Employees Compensation requirement, or if supplementary Employer's Liability insurance is still required. Additionally, Bidder would appreciate confirmation that this requirement applies exclusively to personnel directly engaged in offshore drilling activities.	Tender clause calls for the Employees Compensation Policy or Employer's Liability Policy Insurance as required by the laws of country of origin of employee. Bidder has to satisfy themselves of their compliance towards insurance coverage of their Nationals for fulfilment of requirements under this tender clause. The requirement applies exclusively to all personnel engaged in offshore drilling activities specifically for company's contract.
9	PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC) Clause 16 and 18	We note that the Framework Agreement uses the terms "consequential loss or damage" (GCC Clause 16.0) and "special, indirect or consequential damages" (GCC Clause 18.0) in the limitation/exclusion of liability provisions, but the Agreement does not define these terms in the Definitions section (GCC Clause 1.2). To avoid interpretive uncertainty for both parties as to the scope of the excluded losses, we request that Oil India introduce a clear contractual definition of "Consequential Loss," ideally specifying the categories intended to be excluded (e.g., loss of profit, loss of production, loss of revenue, loss of use, and business interruption), and align Clauses 16.0 and 18.0 to that single definition. We also note that the two clauses are inconsistent: Clause 18.0 excludes consequential loss "howsoever caused and regardless of... negligence," while Clause 16.0 reintroduces liability for Wilful Misconduct, criminal acts and criminal negligence, leaving it unclear whether the waiver survives in such cases. Consistent with international market practice for offshore drilling contracts, where the mutual waiver of consequential loss is a cornerstone of the agreed risk allocation and gives each party certainty as to its maximum exposure, Contractor kindly requests that Clauses 16.0 and 18.0 be aligned into a single mutual provision applying the waiver fully and reciprocally, regardless of cause.	GCC Clause No. 16.0 is superseded by SCC Clause No. 42.0 and GCC Clause No. 18 defines "Consequential Damages/loss" which is to be read in conjunction with the Definitions and Interpretations vide Clause 1.2.
10	Clause 30 – Timely Mobilization and Liquidated Damages	The Bidder kindly requests OIL to confirm that Liquidated Damages shall constitute the sole and exclusive remedy of the Company in respect of delay in mobilization, and that no additional remedies, including forfeiture or invocation of the Performance Security or any other penalties, shall apply in relation to such delay.	In case of delay in mobilisation, LD shall apply as per terms of Contract (SCC clause 4). Performance Security will be invoked for nonfulfillment of contractual obligations including failure to mobilise the Drillship with crew as per contract.
11	Clause 44 – Termination Sub-clause 44.5 – Unsatisfactory Performance	Given the nature and complexity of offshore drilling operations, certain deficiencies may require additional time to properly investigate, mobilize resources, and implement corrective measures. Accordingly, the Bidder kindly requests that a reasonable cure period of not less than thirty (30) days be provided to rectify notified deficiencies prior to the Company exercising its right to terminate.	Refer Tender Amendments

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12	Clause 44 – Termination Sub-clause 44.7 – Equipment Breakdown	Considering the complex nature of deepwater drilling operations, rectification of equipment breakdown may, in certain cases, require more than 15 consecutive days due to the need for specialized parts, logistics, and regulatory clearances. Accordingly, the Bidder respectfully requests that the period be extended to at least thirty (30) consecutive days, which is considered a reasonable timeframe in view of the significant operational and commercial implications of termination for the Contractor.	Refer Tender Amendments
13	Clause 44 – Termination Sub-clause 44.10 - Consequence of Termination	The Bidder would like to highlight that the demobilization of the drilling unit involves substantial and unavoidable logistical, operational, and contractual costs, which are incurred regardless of the cause of termination. In this context, the exclusion of demobilization charges in certain termination scenarios may result in an unbalanced allocation of cost and risk, particularly where such costs cannot be mitigated by the Contractor. Accordingly, the Bidder respectfully requests that, in addition to payment for all Services performed up to the effective date of termination, demobilization charges be considered payable in all cases of termination	As per tender. The exclusion scenarios are mainly for reasons attributable to contractor.
14	45.0 TO DETERMINE THE CONTRACT	The Bidder notes that the provision requiring the Contractor to bear the cost of completion by a third party creates an unbounded and disproportionate financial exposure, as such costs are outside the Contractor's control. In offshore drilling contracts, termination is typically the primary remedy for non-performance, and risk purchase mechanisms of this nature are not standard practice. Accordingly, the Bidder respectfully requests that OIL reconsider this point and amend the clause as follows: <i>"In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter, the CONTRACTOR shall stop forthwith any of the work then in progress, except those works which the COMPANY may, in writing, require to be done to safeguard any property, work, or installations from damage, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh contractor or by other means. at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices. For the avoidance of doubt, such completion shall be carried out independently by the Company and its appointed contractor(s), and shall not involve the use of the Contractor's equipment without prior agreement."</i>	Refer Tender Amendments
15	46.0 WITHOUT DETERMINING THE CONTRACT	The Bidder considers this clause not acceptable, as it creates unbounded and cumulative exposure through risk-and-cost completion mechanisms, which are not aligned with standard offshore oil and gas industry practice. Accordingly, the Bidder requests that this clause be removed or appropriately limited.	Refer Tender Amendments

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PART 3 - SECTION II - Terms of Reference / Technical Specifications / Scope of Work			
16	Appendix-2 / Exhibit-A Drilling Unit Technical Scope of Work and Information to be Provided by Bidder	With reference to Appendix-2, Exhibit-A “Drilling Unit Technical Scope of Work and Information to be Provided by Bidder,”: - Item 5 requires that “the entire travelling system must be of minimum 1000 MT capacity (Crown Block / Travelling Block / Top Drive / Swivel / associated systems)”; - Item 11 requires a Top Drive System with a minimum capacity of 1000 T, including specified torque and pressure ratings; - Item 17 requires that the rig be equipped with a motion compensation system with a minimum locked hook load rating of 1000 T or more, as per drilling depth capacity. Clarification Request: In this regard, the Bidder understands that the specified capacity of 1000 T refers to short tons (US tons) in accordance with OEM standard specifications, and not metric tons. Please confirm if this understanding is correct.	Bidder's understanding is correct
17	Appendix-2 / Exhibit-A Drilling Unit Technical Scope of Work and Information to be Provided by Bidder	With reference to Appendix-2, Exhibit-A “Drilling Unit Technical Scope of Work and Information to be Provided by Bidder,”: - Item 11 requires that the rig be equipped with a Drift Indicator (Totco 0–16 degrees) complete with baffle plates, wireline retrieving tools, and a wireline winch for directional surveys. Clarification Request: In this regard, the Bidder understands, based on discussions held during the pre-bid meeting, that the requirement for the Drift Indicator and wireline winch will be removed from the final scope of work. Please confirm if this understanding is correct.	Please refer tender amendment
18	Appendix-2 / Exhibit-A ROV Technical Specification	On the table 1. ROV System General, we noted that the Items 3, 4 and 5 are repeated, meanwhile 6 and 7 were skipped. Therefore, please confirm whether the following items, which are not listed in the document, are still required as part of the ROV technical scope: •Item 6: Left-Hand Manipulator •Item 7(a): Television System •Item 7(b): Camera System These components are typically considered standard for work-class ROV operations. Please confirm whether their omission is intentional or if they shall be included in the proposed configuration.	Please refer tender amendment
19	Appendix 6 (General Metocean Conditions)	With reference to Appendix 6, “General Metocean Conditions,” which is indicated to be provided after the pre-bid conference: The Bidder notes that this document has not yet been issued. Therefore, please confirm if and when Appendix 6 will be made available, as this information is essential for the preparation of DP capability plots and for the proper evaluation of environmental conditions.	Has already been uploaded vide Amendment No:2

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PART 3 - SECTION III - Special Conditions of Contract			
20	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 16.1	We respectfully reiterate our request that Clause 16.1 be amended so that liability for loss of or damage to permanent third-party oil and gas facilities and pipelines in the Operating Area rests with Company, without deductible, cap or threshold. The risk belongs with the party that controls the relevant information: such facilities are pre-existing infrastructure whose location, status and proximity to the designated drilling locations are within Company's knowledge as operator, whereas Contractor selects neither the wells nor the locations and cannot identify, assess or mitigate this risk. The current US\$500,000 deductible therefore exposes Contractor to a per-occurrence risk it cannot price or insure efficiently, which only inflates the bid through added contingency or creates an uninsured gap, neither serving Company's interests. This reallocation is also consistent with the Agreement's own knock-for-knock framework, which already places subsurface, well-control and reservoir risk on Company, and with international market practice for offshore drilling contracts, where such damage is customarily an operator-domain risk indemnified without deductible or threshold. We remain open to alternative drafting achieving the same allocation.	No change
21	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 19	We note Oil India's position that no amendment will be made. We are not seeking to reallocate any risk; our concern is solely the internal consistency of the Contract, which affects both parties equally. As drafted, Clause 19 (SCC) provides indemnities "without limit," while Clause 42.1 (SCC) caps the Contractor's aggregate liability at 50% of the annualized Contract Price. The Contract does not state whether the Clause 19 indemnities fall inside or outside that cap, and this ambiguity is most likely to surface in a high-value dispute, to the disadvantage of both parties. We would therefore ask only that Oil India confirm its understanding of the intended relationship between the two clauses.	Cap as per clause 42.1 (SCC) will prevail. This clause states/begins with "Notwithstanding any other provisions incorporated elsewhere in the Contract..." and hence overrides all other contract provisions.
22	PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 37 of the SCC	The Bidder kindly requests confirmation that any variation in customs valuation or any denial of exemption by the authorities shall be treated as reimbursable, provided that the Contractor has complied with all contractual requirements.	Exemptions in Basic customs duty are provided by statute for OIL's deep water oilfield exploration operations for certain category of items and there should be no reason for denial of exemption for the items listed in the Customs Notification when contractor has complied with all requirements. Cases of variation in customs valuation are to be addressed on merit as per tender clause 37.3.
23	Clause 42.1 (SCC) – Limitation of Liability	We would like to specifically revisit the treatment of Liquidated Damages and Performance Security. As currently structured, these are applied outside the limitation of liability cap, which means the Contractor's total exposure is not effectively capped. We would therefore kindly request that OIL reconsider this aspect and that Liquidated Damages and Performance Security be included within the overall limitation of liability, so that the cap operates as a true and meaningful cap.	No change.

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24	Clause 33 – Withholding	We kindly request OIL to confirm that withholding will not apply to undisputed payments.	Confirm
PART 3 - SECTION IV - SCHEDULE OF RATES			
25	8.0 (iii) – Stack Day Rate ITEM 92 OF PRE-BID QUERIES	Bidder kindly requests Company to reconsider request for Stack Day Rate to be at least 80% of ODR, as OPEX costs remains the same or higher as maintenance and personnel will remain same during the temporary period of stack plus extra expenditures for port facilities, customs, etc. Bidder trusts that this request is fair and respectfully refers to OIL's acceptance to the same change back in 2023, for the bid process #CEG 2290P23.	No change
26	PART 3 Section IV SCHEDULE OF RATES ITEM 97 OF PRE-BID QUERIES	Bidder kindly requests OIL to reconsider our request, on item 97, to raise upper limit of (i) Non-Operating Day Rate and (ii) Rig Package Equipment Breakdown Day Rate and (iii) Rig Package Moving Day Rate, to 95% of Operating Day Rate of Drilling Unit, considering that OPEX costs remains the same or higher as maintenance and personnel will remain same during these periods. Bidder trusts that this request is fair and respectfully refers to OIL's acceptance to the same change back in 2023, for the bid process #CEG 2290P23.	No change
27	11.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF etc. Item 9.	The Bidder respectfully reiterates its request that all undisputed invoices, including the first two (2) and the final invoice, be paid within 30 days from the date of receipt, as extended payment periods are not aligned with standard industry practice.	As per tender and earlier responses.
PROFORMAS, EXHIBITS, APPENDICES, ETC.			
28	Proforma-N	Regarding the PROFORMA-N - FORM OF BID SECURITY (BANK GUARANTEE FORMAT), we would like to confirm if the following amendments are acceptable: Application of ICC Uniform Rules for Demand Guarantees (URDG 758); Clear limitation of liability to the guaranteed amount; Defined expiry date of the guarantee; Payment upon written demand received on or before the claim date; Automatic discharge of the bank if no claim is made within the claim period; One-year limitation period for enforcement of claims before the competent court. Note: please find attached, in a word format, the revised document for your evaluation.	Revised Proforma-N acceptable to OIL is enclosed.
29	Proforma-R	Could you please clarify whether Proforma R must be submitted together with the unpriced proposal, or only in the event of an award? As a foreign bidder, It is important to highlight that, in case of award, we would have to establish a project office in India and open a dedicated bank account for this contract - therefore, currently we do not have the exact information regarding the contractor's bank account that will be used in case of contract signature.	Required for e-remittance of any funds such as Bid security refund (if submitted in cash/bank transfer) etc. The details may be furnished after award of contract.

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

4th Set:

No	Reference	Bidder Query / Clarification Requested	OIL reply
1	Instructions to Bidders (Clause 9.14 and 9.16) Bid Evaluation Criteria (Clause 7.0-f)	The Bidder notes that Clause 7.0(f) of BEC expressly permits the offering of a Drilling Unit on a "subject to availability" basis and further provides that, if availability is not confirmed prior to price bid opening, the respective Drilling Unit will not be considered for further evaluation. The Bidder further notes that Clause 9.16 of ITB sets out the circumstances under which the Bid Security may be forfeited, and non-confirmation of Drilling Unit availability under Clause 7.0(f) is not included among such circumstances. Accordingly, the Bidder kindly requests OIL to confirm that where a Drilling Unit offered on a "subject to availability" basis is subsequently not confirmed by the Bidder in accordance with Clause 7.0(f), such non-confirmation shall not result in forfeiture of the Bid Security. In addition, the Bidder kindly requests OIL to clarify whether, in such circumstances, the Bid Security will be discharged and/or returned upon exclusion of the respective Drilling Unit from further evaluation, or only upon finalization of the tender in accordance with Clause 9.14 of ITB.	If the bidder confirms before price bid opening that the drilling unit offered by them on 'subject to availability' basis is no longer available for OIL's project, then the bid security will not be forfeited. Further, the bid security will be released within 30 days from the confirmation of non-availability by the bidder, as their offer will not be considered for further evaluation.

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

5th Set:

No	Reference	Bidder Query / Clarification Requested	OIL reply
1	Appendix-2, Exhibit-A, Sl. No. 15 – "Equipment Parameter – Marine Riser and Riser Tensioner System"	Regarding Appendix-2, Exhibit-A, Sl. No. 15 – "Equipment Parameter – Marine Riser and Riser Tensioner System," Bidder kindly requests clarification from OIL regarding the information ("documentary evidence") required to comply with item 13, which states: "Bidder to provide documentary evidence that the compensation system is adequate for the water depth mentioned and other requirements for station keeping, riser management, and others as applicable." Specifically, the Bidder would like to know what type of documentary evidence and supporting information shall be provided to demonstrate compliance with this requirement. Furthermore, the Bidder requests confirmation as to whether this information shall be submitted as part of the bid proposal or may be provided after contract award.	Bidder to provide copies of API RP-16Q and also the maintenance management program for Marine Drilling Riser Systems Documentary evidence – As documentary evidence bidder has to include design basis, calculations, test/verification records and operating limits that demonstrate the compensator can handle the required stroke, load, and motion at the specified water depth of 3000m. It must support the marine drilling riser system at the specified water depth, vessel motions, and metocean conditions. The evidence should therefore show that the compensation capacity, stroke, and load range remain suitable when the riser is extended to the intended depth and when the ship heaves and moves.
2	Bid Evaluation Criteria (BEC)	Whereas Part-2 Bid Evaluation Criteria (BEC), Item 6.3, states: "The bidders shall also furnish a certificate from any one of the Third-Party Inspection (TPI) agencies such as LRDISI, ABS, Oil Field Audit Services Inc., OES, OMCI, or DNV-GL along with the unpriced bid, clearly indicating the condition and status of the drilling unit and the equipment onboard, and confirming a minimum residual life of the drilling unit of five (5) years. Note: The issuance date of the TPI inspection certificate should not be older than six (6) months as of the original bid opening date." Clarification Requested: The bidder would like to clarify whether Bureau Veritas (BV) Mathews Daniels, Brazil and Latin America Division, would be considered an acceptable Third-Party Inspection (TPI) agency for meeting this requirement. Accordingly, Bureau Veritas (BV) Mathews Daniels, Brazil and Latin America Division, being a globally recognized independent inspection and certification organization with extensive experience in offshore drilling unit inspections, OIL could agree that may be considered acceptable, provided that: 1. The inspection is carried out by BV Mathews Daniels as an independent third-party inspection agency. 2. The certificate clearly brings out the condition and status of the drilling unit and equipment onboard. 3. The certificate confirms a minimum residual life of five (5) years for the drilling unit. 4. The certificate issuance date is not older than six (6) months from the original bid opening date.	TPI inspection has to be from agencies as listed in Tender Document

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3	Bid Security	Regarding the Form of Bid Security (Bank Guarantee Format) validity, if OIL decides to grant additional extension to Bid Closing Date, Bidder may not have enough time for all necessary banking arrangements to revise Bid Security validity according to the new Bid Closing Date. In such a case, Bidder kindly requests OIL to accept the non-revised Bid Security on temporary basis along with the proposal, and allow additional time for a revised security document with the new validity.	As per the tender terms, the bid security validity should be 195 days from Original Bid Closing Date (i.e. 31.07.2026) for the purpose of bid submission. However, the bid security must remain valid for a period of 45 (forty-five) days beyond the bid validity period. Accordingly, in case of short validity of the submitted bid security (due to extension of bid closing date), the bidder will be required to submit revised security before expiry of the submitted EMD.
4	Bid Evaluation Criteria (BEC)	We kindly ask confirmation which documents from BEC should be certified by a Third-Party Inspection (TPI) Agency for proposal submission.	These are listed in Bid Evaluation Criteria (BEC) of the Bid document (Part-2). These can be seen in clause 6.3, 6.4(b) and 6.4(c)

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6th set:

No	Reference	Bidder Query / Clarification Requested	OIL reply
1	Proforma A	Regarding Proforma-A, considering that the final list of equipment, tools, accessories, spares and consumables to be imported, as well as the corresponding CIF values, can only be finalized after contract award upon completion of the detailed mobilization and execution planning, bidders may not be in a position to provide complete and accurate information at the bid stage. Furthermore, the information required under Proforma-A is intended to support importation procedures, issuance of Essentiality Certificates, customs duty administration and other contract execution activities, all of which take place after contract award. In view of the above, we kindly request OIL to confirm that Proforma-A may be submitted by the successful bidder after contract award and prior to the importation of the relevant items.	Proforma-A must be submitted along with the techno-commercial bid. Consolidated CIF value of major items / group of items (main equipment including its spares, consumables etc.) along with indicative first two/four digits of HSN code (as applicable) and other information as sought in Proforma-A, must be provided, if not the exhaustive list. A detailed exhaustive list with total CIF value not exceeding the value declared in techno-commercial bid, can be submitted after award of contract but before signing of the formal agreement.

Vendor-2

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

Sl No	Clause	Existing Clause	Non-compliance / Modification Proposed by Bidder	OIL's Response
1	PART 3 Section III Special Conditions of contract	Page no. 223 2.2 MOBILISATION TIME: The mobilization of the Drilling Unit and Associated Services along with all equipment, personnel etc. to commence the operations at the designated first drilling location nominated by Company should be completed by Contractor within 180 days for category-1 Drilling Unit / 270 days for Category-2 Drilling Unit, from the date of issue of the Mobilization Notice which includes TPI inspection days subsequent to the issue of the Letter of Award by the Company. Mobilization Notices for both the Drillships will be issued by OIL separately within 60 days from date of issue of Letter of Award(s) (LOA). In case of delay on account of the Company for readiness of site, consumables and other services etc, mobilization period for the above delayed period will be extended without imposing Liquidated Damage.	We request OIL to consider the following modification: Clause 2.2. stipulates that the successful bidder shall mobilize and deploy the Drilling Unit so as to commence operations at the designated first drilling location within 180 for category-1 Drilling Unit. In this regard, it is submitted that mobilization of a Deepwater drilling unit involves multiple critical preparatory activities including rig readiness works, class and statutory surveys, regulatory approvals, towing and transit planning, crew mobilization and pre-acceptance inspections. Where rigs are mobilized from international locations or require preparatory reactivation works prior to deployment,. It is respectfully submitted that the currently stipulated 180 days mobilization period may significantly limit the participation of several technically capable drilling units available in the international market, particularly those requiring intercontinental mobilization or standard readiness works prior to deployment. In order to ensure wider participation of technically suitable rigs and to promote a more competitive bidding environment, it is	No Change based on tight project timelines.

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			requested that the mobilization period may kindly be modified to 300 days, which typically allows an adequate window for safe mobilization and regulatory compliance. OIL is requested to kindly clarify and consider the above.	
2.	PART 3 Section III CHECKLIST-III TECHNICAL EVALUATION SHEET FOR BEC	Page no. 344 6.0 Bidder's Equipment: 6.1 The bidders should offer only serviceable drilling units. Also, the idling period of the Drilling Unit should not be more than 3 (three) years as on original bid opening date i.e. the Drilling Unit should have carried out operations on minimum one well during last 3 (three) years as on original bid opening date.	We request OIL to consider the following modifications: For establishing serviceability, the idling period of the Drilling Unit should be more than 3 years i.e., the drilling unit should have carried out drilling operations on at least one (1) well during the last seven (7) years as on the originally scheduled date of opening of the techno-commercial bid. However, any period of non-operation during the preceding seven (7) years attributable to global or regional offshore drilling market downturn, lack of contract opportunities or commercial considerations shall not be construed as idling, provided the drilling unit remained in warm-stacked or preservation status with adequate crew and resources deployed for continuous upkeepment and readiness. During such warm-stacked period, the rig owners have ensured continued preservation and operational readiness of the drilling unit, including but not limited to:	No Change

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			a) Deployment of essential marine and technical crew onboard for monitoring and upkeepment of the rig; b) Execution of general maintenance and preservation programs for drilling, marine and safety systems; c) Completion of class surveys, statutory inspections and structural integrity checks including NDT as required; d) Periodic logistics support including fuel, provisions, consumables and spares supplied through supply vessels as necessary for preservation and maintenance activities. Drilling units maintained in such warm-stacked or preserved condition with valid class status shall be considered technically serviceable and operationally ready for the purpose of bid evaluation. OIL reserves the right to evaluate the overall technical readiness and preservation status of the drilling unit and a bid shall not be rejected solely on the basis of absence of drilling activity within the specified period. OIL is therefore requested to kindly consider the above and issue the necessary clarification.	
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3.	PART-3 SECTION-IV SCHEDULE OF RATES	Page no. 254 1.2 The bidders offering Drilling Units to be mobilized from different zones will not be paid mobilization fee more than the amount as mentioned below: (i) Drilling units to be mobilised from Indian EEZ- (i) 0.9% of the total evaluated value as per the offer of the bidder (ii) Drilling units to be mobilised from Middle East, Dubai, Singapore/Far East- 1.2% of the total evaluated value as per the offer of the bidder. (iii) Drilling units to be mobilised from areas other than (i) and (ii) above- 1.8% of the total evaluated value as per the offer of the bidder.	OIL may kindly review the prescribed upper limits of Mobilization Fee under Clause 1.2. Considering the prevailing international rig mobilization costs, extended towing/transit durations, regulatory clearances, insurance, and associated logistics for mobilizing offshore drilling units to Indian waters, the existing caps of 0.9%, 1.2%, and 1.8% may not adequately reflect the actual expenditure incurred by contractors. OIL is therefore requested to reconsider and suitably enhance the mobilization fee limits to 1.8%, 2.4%, and 3% in order to ensure wider participation of technically suitable drilling units and facilitate timely mobilization for the project.	No Change. As per tender
4	Annexure-V Bid Evaluation Criteria C.1 Price Evaluation Criteria	Page no. 45 7.0 Quality & Cost based selection (QCBS) Methodology 7.1 The Deepwater Rig(s) to be hired by OIL shall be ranked based on the following combined Quality and Cost score: 7.2 Detailed Stepwise Evaluation Methodology: Quality & Cost based Selection (QCBS) Process will be as under: Each of the offered deepwater rigs to be received from the prospective bidders will be Techno-Commercially	It is understood from the tender that all offered rigs will first undergo Techno-Commercial Evaluation against the minimum technical requirements and the BEC. Only those rigs meeting these requirements will qualify for further evaluation. However, it is noted that the tender proposes Quality and Cost Based Selection (QCBS) methodology for ranking the techno-commercially qualified rigs based on combined Quality and Cost score.	No Change. As per tender

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		evaluated for minimum stipulated technical requirement as per Section-II of Part-3 of NIT and the BEC Clauses A, B & C above.	In this regard, it is respectfully submitted that once a rig has already qualified the minimum technical requirements, introducing an additional quality scoring mechanism based on design parameters such as Variable Deck Load, station-keeping systems and other design-specific characteristics effectively subjects technically qualified rigs to a second round of technical evaluation. Many offshore drilling units are purpose-designed rigs with proven operational track records, and their fundamental design parameters are determined at the time of construction. Such design features may vary between rigs but do not necessarily translate into operational inefficiency or inferior performance, especially when the rigs already meet the minimum technical requirements defined by OIL. Therefore, extending QCBS scoring to design-specific parameters may inadvertently disadvantage rigs that are technically compliant and operationally proven, thereby restricting fair competition and limiting participation in the campaign. In view of the above, it is requested that: • QCBS methodology may kindly be deleted and • Financial evaluation may be carried out among all techno-commercially qualified	
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			rigs on L1 basis, as per standard industry practice for offshore drilling rig charter contracts. This approach would ensure fair competition, wider participation and transparent evaluation, while maintaining the technical standards already established in the tender.	

Vendor-3

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

S. No.	Clause No. & Description	Existing Clause	Change / Modification Proposed by Bidder	OIL's Response
Notice Inviting Tenders				
1	Clause 13 Mobilization Period (BEC)	First Drillship (Category-1) to be mobilized within 180 days and Second Drillship (Category-2) within 270 days from the date of issuance of the Mobilization Notice by OIL.	Request OIL to consider increasing the mobilization period for Category-1 Drillship from 180 days to 270 days from the date of LOA. Additionally, OIL is requested to allow mutually agreed extensions in mobilization timelines in case of shipyard delays, Force Majeure events, regulatory approvals, OEM delivery delays, or client-driven changes.	No Change based on tight project timelines.
2	Clause 4.0 (SCC) Liquidated Damages for Delayed Mobilization	Liquidated Damages applicable as per Clause 4.0 of Part-3, Section-III (SCC) for default in timely mobilization of Drilling Unit.	Request reduction of LD rate to 0.25% per week, capped at 5% of annual contract value. Alternatively, request that LDs be excluded for delays caused by Force Majeure, customs clearance, port restrictions, regulatory approvals, or COMPANY-attributed delays.	No Change as a standard SCC clause.
3	Clause 16 (GCC) Limitations of Liability – General	Aggregate liability of CONTRACTOR shall not exceed 100% of the Contract Price. Limitation does not apply to cost of repairing/replacing defective equipment or Intellectual Property Rights indemnity obligations.	Contractor requests capping of aggregate liability to 25% of annualized contract value, excluding indemnities. The cap should include Wilful Misconduct but expressly exclude criminal acts.	Standard GCC clause as per tender document – No Change. However, counter clause available in SCC which will prevail over GCC.

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4	Clause 16 (GCC) Indemnity – Regardless of Fault	Indemnities under the Contract do not expressly state application to Gross Negligence and Wilful Misconduct. The definition of 'Negligence' includes reckless, wilful or wanton disregard which may overlap with Gross Negligence and Wilful Misconduct concepts.	Contractor requests that: 1. Indemnities be expressly stated to apply regardless of fault including Gross Negligence and Wilful Misconduct. 2. 'Gross Negligence' and 'Wilful Misconduct' be defined using internationally accepted offshore drilling definitions. 3. Indemnified claims expressly include fines and penalties. [object Object] Proposed definition of Wilful Misconduct: any intentional act or failure to act (whether sole, joint or concurrent) by any Senior Managerial Personnel which was maliciously intended to cause harmful, avoidable and foreseeable consequences... [object Object] Proposed definition of Gross Negligence: any act or failure to act (whether sole, joint or concurrent) by any Senior Managerial Personnel which was in reckless disregard of or wanton indifference to	Standard GCC clause as per tender document – No Change.
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Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

			harmful, avoidable and foreseeable consequences...	
5	Clause 16 (GCC) / Clause 18 Consequential Loss	Clause 16: Neither party shall be liable for special, indirect or consequential damages, loss of profit, business interruption, howsoever caused. Clause 18: Consequential loss waiver does not apply in cases of Wilful Misconduct or criminal acts.	Contractor requests insertion of a comprehensive mutual consequential loss definition applicable regardless of cause (including Gross Negligence and Wilful Misconduct) and structured as a full group indemnity. The 'Consequential Loss' shall mean: (i) any consequential, special or indirect loss; (ii) whether direct or indirect or consequential: (a) any loss/damage from delay, postponement, interruption or loss of production/product, or inability to produce, deliver or process hydrocarbons; (b) any loss/damage or liquidated/pre-estimated damages under any hydrocarbon sale/exchange/transportation contract; (c) any losses associated with business interruption including overhead costs;	Standard GCC clause as per tender document – No Change. However, Clause 16 of GCC is superseded by Clause 42 of SCC.

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			(d) any loss of use, profit, revenue, bargain, contract, expectation or opportunity; (e) either PARTY's wasted expenditure or spread costs (vessel/equipment hire charges etc.); (f) any other loss consequential upon the foregoing; howsoever caused, whether or not foreseeable at the time of contracting. Also request: limit carve-out solely to criminal acts finally determined by a competent tribunal. Remove 'wilful misconduct' from the carve-out.	
6	Clause 9.21 / Bid Security Bid Bond / PBG	Foreign Bidders: USD 1.00 Million Bid Security per category. Performance Security: 5% of total estimated contract value.	Request OIL to: 1. Reduce Performance Security to 3% of contract value (5% results in substantial banking costs and working capital blockage). 2. Accept Corporate / Parent Company Guarantee In lieu of Bank Guarantee for established contractors.	1. No change 2. Not acceptable
7	GCC – Termination (SCC Article 44.1–44.9)	COMPANY may terminate the Contract at any time with 30 days' notice for convenience without liability except	Contractor requests that termination for convenience by COMPANY shall entitle CONTRACTOR to:	Clause 44.9 of GCC (Page 103 of 380) not applicable for this tender.

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		payment for services rendered up to termination date.	1. Payment of all accrued and outstanding dues. 2. Reasonable demobilization costs. 3. Committed third-party costs and obligations. 4. Reasonable early termination compensation based on remaining contract value.	
8	GCC – Regulatory Compliance Costs	CONTRACTOR to comply with all applicable laws and regulations throughout contract period.	Request that compliance with new regulations introduced after the contract effective date involving additional costs shall be reimbursable by COMPANY on actual, documented basis.	Refer clause 15 in page 237 of tender.
9	GCC – Taxation	Tax and duties structure as per tender provisions.	Request explicit confirmation that any new taxes, duties, cess, or changes in existing tax regulations (including GST rate changes) introduced after bid submission date and prior to contract completion shall be reimbursed by COMPANY on actual, documented basis.	Refer clause 15 in page 237 of tender. Tender Amendment to be published. Clause under SCC to be modified to make the Clause effective from the 'Bid closing date' instead of from the 'date of issue of LOA'.
10	GCC – Framework Agreement Duration (7 Years)	Framework Agreement valid for 7 years including optional Phase-2 periods.	Request that commercial rates for Phase-2 (optional) periods be mutually discussed and adjusted based on prevailing market conditions at the time	Rates (exclusive of MPD ODR) will be as per tender. Other terms and conditions can be mutually agreed upon. Moreover, the Agreement

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			of exercise, rather than being locked at Phase-1 rates.	provides for acceptance by both parties to function under Phase -2 and hence nonbinding
SECTION B: TECHNICAL SPECIFICATIONS				
11	Clause 11 Surveyor / Suitability Certificate	Bidders must submit a suitability certificate from one of 5 internationally reputed insurance underwriter's surveyors confirming drilling unit capability for the specified water depth and environmental parameters.	Request OIL to expand the list of accepted certifying agencies to include: Global Maritime, Bureau Veritas, RINA, and Sterling Technical, in addition to existing listed agencies. Note: Out of the 5 originally listed companies, 4 have merged and effectively become one entity (ABL), leaving only 2 distinct options.	Agreed. Tender Amendments will be published.
12	Appendix-2, Exhibit-A Section 3 – station keeping	The Rig shall operate in 500m to 3,000m water depth. At least 27 MW power shall be available at all Azimuth Thrusters combined.	Request removal of the specific 27 MW power requirement at Azimuth Thrusters. station keeping capability should instead be substantiated through DP Capability Plots for the vessel's design, reviewed and approved by a Marine Warranty Surveyor (MWS).	Not agreed. Tender condition applies
13	Appendix-2, Exhibit-A Section 4 – Drilling Depth (Travelling System)	The entire travelling system (Crown Block/Travelling Block/Top Drive/Swivel) must be of minimum 1,000 MT capacity.	Request relaxation of capacity requirement to 1,000 Short Tons (907 MT) as most ultra-deepwater rigs are rated in short tons and have travelling system capacity of 1,000 Short Tons (≈ 907 MT).	Agreed. Tender Amendments will be published.

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14	Appendix-2, Exhibit-A Section 5 – Power Management (Individual Power Packs)	The rig must have power packs with minimum power of 7,500 HP each.	Request removal of the individual power pack power rating criterion. Total installed power and power distribution system design should be evaluated holistically against operational load requirements.	Not agreed. Tender condition applies.
15	Appendix-2, Exhibit-A Section 13 – Deck Cranes	1. Minimum 3 nos. Deck Cranes with adequate capacity and boom length. 2. One crane of minimum 85 MT SWL at port or starboard side. 3. Other cranes of minimum 45 MT SWL capacity.	Request relaxation as follows: 1. Minimum 2 nos. Deck Cranes with adequate capacity and boom length to cover all deck area and Rig Floor (excluding dedicated Riser Handling Crane). 2. One crane of minimum 80 MT SWL at port or starboard side. 3. Other cranes of minimum 45 MT SWL capacity (excluding Riser Handling Crane).	Not agreed. Tender condition applies.
SECTION C: QUALIFICATION CRITERIA				
16	Technical Evaluation Criteria 1.0 EXPERIENCE	Bidder should have minimum 03 (three) years of experience in providing and operating dynamically positioned floater rig in the last 07 (seven) years.	Bidder should have minimum 03 (three) years of experience in providing and operating dynamically positioned floater rig in the last 07 (seven) years.	Period to be increased from 07 to 10 years. Tender Amendments will be published.
		Bidder must have drilled/completed minimum 03 (three) wells in water depth of 1,500 meters or more with	Request that the water depth criterion for well experience be reduced from 1,500 m to 1,000 m; OR that bidders who have experience in providing	Not agreed, Tender condition applies.

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		dynamically positioned floater rig in the last 07 years.	floaters with successful deepwater drilling operations (regardless of exact water depth) be considered eligible.	
		Bidder should have executed at least 01 (one) contract of minimum 01 (One) year duration with DP-3 Drillship Unit in the last 07 years.	Bidder should have executed at least 01 (one) contract of minimum 01 (One) year duration with DP-3 Drillship Unit in the last 07 years.	Period to be increased from 07 to 10 years. Tender Amendments will be published.
17	General – Technical Collaboration / JV	No specific provision for Indian contractors to participate through technical collaboration with international partners.	Request OIL to permit Indian drilling contractors to participate in tenders through Technical Collaboration Support from proven international offshore drilling partners. Experience and technical credentials of the international collaborator should be accepted to meet qualification criteria.	Not agreed, Tender condition applies.

Vendor-4

Pre-bid queries and responses against Tender No. CEG1823P27 for Charter Hire of DP-3 Drillships

S. No.	Clause No. & Description	Existing Clause	Change / Modification Proposed by Bidder	OIL's Response
NOTICE INVITING TENDERS				
1	2.0 (o) - Amount of Performance Security	Contract for Category-1 Drillship: 5% of total estimated contract value. Contract for Category-2 Drillship: 5% of total estimated contract value., To be furnished within 30 days from the date of notification of the award.	Please revise as indicated below: Contract for Category-1 Drillship: 5 3% of total estimated contract value <u>considering the firm period of 2 years (excluding taxes & duties and diesel loading).</u> Contract for Category-2 Drillship: 5 3% of total estimated contract value <u>considering the firm period of 2 years (excluding taxes & duties and diesel loading).</u> To be furnished within 30 days from the date of notification of the award. In line with the standard industry practice followed by other E&P Operators in India	Not agreed. Tender condition applies.
Part - 3 Framework Agreement				
2	1.0 (q) - Definitions	“Firm price” means prices remain unchanged, except for statutory changes, during currency of the Contract unless specifically agreed to in writing by Company.	Please revise as indicated below: “Firm price” means prices remain unchanged, except for statutory changes , during currency of the Contract unless specifically <u>provided</u>	Terms of Phase-2 will be mutually agreed upon.

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			<u>in the Contract or</u> agreed to in writing by Company. For clarity and to ensure that the contractual provisions apply.	
3	3.2 – Change Program	Change Program: It is agreed that Contractor shall carry out work in accordance with the completion program (e.g. Drilling Program) to be furnished by the Company, which may be changed from time to time by reasonable modifications in the program as Company sees fit. Company's instruction in this regard shall be final and binding.	Please revise as indicated below: It is agreed that Contractor shall carry out work in accordance with the completion program (e.g. Drilling Program) to be furnished by the Company, which may be changed from time to time by reasonable modifications in the program as Company sees fit provided it would be carried out within the technical specifications and contracted capacity of the Drilling Unit. Company's instruction in this regard shall be final and binding. Any change in the drilling program should be within the contracted capacity of the Drilling Unit.	Agreed
4	4.2 -Mobilisation Period/Commencement Date	MOBILISATION PERIOD/COMMENCEMENT DATE The Contractor shall mobilize and deploy the Drilling Unit along with crew to commence operations within a period of ____days from Mobilization Notice issued by Company, at the designated	The Clause reads as follows: The Contractor shall mobilize and deploy the Drilling Unit along with crew to commence operations within a period of ____ days from	Yes. The mobilization period specified in the tender for mobilization of Rig 1 (180 Days) or Rig 2 (270 days),

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		first drilling location nominated by Company in Indian East Coast waters. Operations under Phase-1 (Firm program at fixed rates) of this Agreement shall commence when the Drilling Unit and Associated services with crew, ready in all respects, including obtaining all statutory clearances viz. Naval clearance, customs clearance etc. mobilised and is positioned at the first drilling location nominated and made ready in all respects duly certified by Company, herein referred to as Commencement Date.	Mobilization Notice issued by Company, at the designated first drilling location nominated by Company in Indian East Coast waters. Bidder request OIL to clarify whether the period of mobilization which has been left BLANK shall be inserted based on the mobilization period specified in the tender for mobilization of Rig 1 (180 Days) or Rig 2 (270 days), as the case may be?	as the case may be applies.
5	4.3.1 - Contract Phases Overview, Para 1	Phase 1: FIRM Hiring of Drillship with crew initially for a period of 2 years. During the initial 2 years period, Company envisages drilling of about 6 (six) exploratory wells per Drillship. Company reserves the right to extend the primary duration of two (2) years by up to one (1) more year at same rates, terms and conditions.	Please revise as indicated below: Para 1 - Phase 1: FIRM Hiring of Drillship with crew initially for a period of 2 years. During the initial 2 years period, Company envisages drilling of about 6 (six) exploratory wells per Drillship. Company reserves the right to extend the primary duration of two (2) years by up to one (1) more year at same rates, terms and conditions. For avoidance of doubt, the operations during the extended period shall be in direct continuation of completion of 2 years firm period.	On Para 1- Bidder's observation is correct Regarding observation in Para4- No change. Refer clause 4.0 in page 255 of tender which addresses the bidder's view here.

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			Para 4 - Commencement of drilling activities under Phase -1 will be tentatively from June 2027 (for Drillship under Category-1)/ April 2028 (for Drillship under Category-2) after completion of mobilisation of Drillship service by Contractor as per specification. Company shall issue Work Order to cover the Drilling program under Phase-1 of this Framework Agreement incorporating Commencement Date on completion of Mobilisation. However, Contractor shall be paid Non-operating Day Rate (NODR) while waiting on readiness of Company or its service providers and Liquidated Damages shall not apply for the period of such delay, provided; i) TPI inspection has been completed, and a report has been issued; and ii) all the requisite licences and permits for drilling unit such as SPL, NSC, OISD Consent to Operate etc. are in place. For clarity	
6	4.3.2.i	The Company may add the time taken by the rig during the rig moves (which constitutes rig positioning and travel time for DP mode rig) during the	Please revise as indicated below:	Noted, but notice period shall be 90 days instead of 120 days. Tender

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		primary period of the contract including actual time taken for rig move.	The Company may add the time taken by the rig during the rig moves (which constitutes rig positioning and travel time for DP mode rig) during the primary period of the contract including actual time taken for rig move. However, Company shall notify the Contractor of adding back such rig move time 120 days prior to completion of the Contract for Phase 1. Request reasonable notice period to have visibility of the rig availability for future contracts.	amendments to be published.
7	4.5 – Expiry Date	This Framework Agreement shall come to an end if before expiry of the term of the Agreement drilling of the last well (under Phase 1 or 2, if executed) is completed/ terminated or the well is abandoned and all equipment belonging to Company and/or its third parties are offloaded.	Please revise as indicated below: This Framework Agreement shall come to an end if before expiry of the term of the Agreement when drilling of the last well (under Phase 1 or 2, if executed) is completed/terminated or <u>and</u> the well is plugged and abandoned (P&A) and all equipment belonging to Company and/or its third parties are offloaded. This clarity is important.	Agreed
8	6.0- Rig Deployment	Work Order issued by Company with agreement by Parties	Please revise the third bullet as indicated below:	Work Order will contain detailed

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	Schedule/Activities (A) & (B)		• <u>The applicable terms and conditions for the deployment of the rig in Phase 2 shall be covered in the</u> Work Order issued by Company with agreement and as further agreed by Parties To provide flexibility to both parties it will be beneficial to capture the specific terms and conditions related to such deployment within the mutually agreed work order.	terms and conditions. No change in clause required.
9	6.2 – Assignment of Framework Agreement by Company	6.2.1 During the pendency of this Framework Agreement, Company reserves the right, at any time, to assign all or any part of its rights hereunder, to any other National Oil Company (NOC) in India or its affiliated company provided that Company shall remain fully liable and responsible to Contractor to complete performance of all its obligations imposed by this Agreement. However, any such Assignment shall be at the day rates prevailing on the date of Assignment while all other rates, terms and conditions remain unchanged. 6.2.2 Company reserves the right to transfer the Drillship contract to other NOC(s) either at the end of Phase 1 or anytime during Phase 2 of this	Please revise as indicated below: 6.2.1) During the pendency of this Framework Agreement, Company reserves the right, at any time, to assign all or any part of its rights hereunder, to any other National Oil Company (NOC) in India or its affiliated company provided that Company shall remain fully liable and responsible to Contractor to complete performance of all its obligations imposed by this Agreement. However, any such Assignment shall be at the day rates prevailing on the date of Assignment while all other rates,	6.2.1 – No change 6.2.2 – Change in existing clause not acceptable. However, addition of sentence for a Tripartite Agreement is acceptable. Tender amendments to be published.

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		Framework Agreement and Contractor has no objection for such Assignment/Transfer of their Drillship	terms and conditions remain unchanged. 6.2.2) Company reserves the right to transfer the Drillship contract to other NOC(s) either at the end of Phase 1 or anytime during Phase 2 of this Framework Agreement and as mutually agreed with the Contractor has no objection for such Assignment/Transfer of their Drillship. Any such assignment shall be subject to the execution of a mutually agreed Tripartite Assignment Agreement between the parties. Any Assignment should be on mutually agreed terms and conditions	
10	7.1 – Day Rates, Para 3	There shall be no change in rates for call out MPD services mentioned in Rate Schedule throughout the Framework Agreement period of 7 years.	There shall be no change in rates for call out MPD services mentioned in Rate Schedule throughout the <u>Phase - 1 firm program. Rates for MPD Services shall change during the Framework Agreement period after completion of Phase-1 firm program of 7 years subject to mutual agreement based on the proposal submitted by the Contractor at such stage for OIL's review and consideration</u>	MPD operating day rates will be mutually agreed upon in Phase-2.

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			As the critical MPD equipment are hired through a third party, bidder has no control over the rates of the MPD services and committing the same rates for 7 years is not practical.	
11	7.3 – Mobilization and Demobilization Scenarios	Mobilisation and Demobilization Scenarios from/to within India and applicable charges	We have noted Company's proposed mechanism for multiple mobilization and demobilization during Phase 2. More importantly, zero mob and demob charges if the rig is mobilized from within India. In this regard, we request Company to kindly clarify the following: a) Whether Company intends to carry out the third-party inspection on each subsequent mobilization; b) How Company intends to address the OISD Consent on each occasion; c) What would be the compensation during load out and installation of Company & Company's third-party equipment / material; These clarifications are critical to ascertain the effectiveness and cost implications of the proposed Framework Agreement.	It is clarified that a. Company will carry out third-party inspection on each subsequent mobilization. b. OISD consent on each occasion will be required. c. Refer clause 4.0 in page 255 of tender

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12	8.2 Floating Day Rates (Phase 2)	The Operating Day Rate of Drilling Unit applicable during Phase 2 shall be linked to the Benchmark Crude Oil Price (Brent) and adjusted in accordance with the formula provided below, subject to maximum variation of $\pm 30\%$ from the Operating Day Rate prevailing under Phase 1.	The clause reads as follows: The Operating Day Rate of Drilling Unit applicable during Phase 2 shall be linked to the Benchmark Crude Oil Price (Brent) and adjusted in accordance with the formula provided below, subject to maximum variation of $\pm 30\%$ from the Operating Day Rate prevailing under Phase 1. Due to highly volatile crude oil prices expected over next 3- 6 months i.e. at the time of contract award, agreeing to a substantial variation to the baseline rate will be extremely difficult for the Contractor. We suggest that the awarded Day Rates are benchmarked to a fixed crude price e.g. 30-day average crude price prevailing prior to the West Asia conflict. Further the variation could be capped at 15%	No change
13	9.0 – Documents	In case of contradiction between GCC/SCC/TOR/SOR, the terms and conditions mentioned in TOR will prevail followed by SOR, SCC and GCC - in that order.	Please revise as indicated below: In case of contradiction between GCC/SCC/TOR/SOR, the terms and conditions mentioned in TOR-GCC will prevail followed by SOR, SCC, <u>SOR</u> and <u>GCC TOR</u> - in that order.	Not agreed. Tender condition applies.

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			The proposed order seems incorrect as critical conditions are mentioned in GCC & SCC	
PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC)				
14	1.2.7 – Sub-contractor	Sub-Contractor: Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY.	Please revise as indicated below: Shall mean any person or firm or COMPANY company (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY. It is impractical to obtain OIL's consent for each sub-contract. Moreover, Contractor has global agreements in place for several scopes & services which cannot be changed.	No change
15	1.2.11- Services/Works / Operation	Service/Works/Operations: Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.	Please revise as indicated below: Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include any agreed all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.	No change

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			Reasonable request as requirement of any additional equipment for execution of the contract shall be agreed upon by the parties.	
16	1.2.24 -Guarantee	Guarantee: Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT	Please delete the clause in entirety Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT. This is more relevant for supply of goods contract.	No change
17	1.2.26- Demobilization	De-mobilization: Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.	Please revise as indicated below: Shall mean the removal of all items forming part of the Mobilization Contractor from the site of the Company and inspection and acceptance thereafter by the Company including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities. Contractor cannot be made responsible for removal of items owned or provided by Company as well for inspection / acceptance of those items on completion of drilling.	No change
18	1.2.29 – Criminal Negligenc	Criminal Negligence: Shall mean that the crime happened negligently, there	Please delete the clause in entirety	No change

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		was duty of care upon the Person but inadvertently due to his negligence	Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.	
19	3.2 – Change Program	Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.	Please revise as indicated below: It is agreed that Contractor shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the Company, which may be changed from time to time by reasonable modifications in the program as Company sees fit <u>provided it would be carried out within the technical specifications and contracted capacity of the Drilling Unit.</u> Company's instruction in this regard shall be final and binding. Any change in the drilling program should be within the contracted capacity of the Drilling Unit.	Agreed
20	6.7 – General Obligation of Contractor	CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.	Please revise as indicated below: CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of	Noted

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			CONTRACTOR's obligations under the contract. Warranty period is not relevant for drilling contract	
21	9.2 – Personnel to be deployed	The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.	Please revise as indicated below: The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Company's designated helibase, Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard. It is the responsibility of the Operator for providing helicopter services for transportation of crew to & fro from field site(Drilling Rig).	Clause will be incorporated in SCC. Tender amendments to be published.
22	12.3.1 – Taxes	CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to	Please revise as indicated below: CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the	Clarified

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		submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.	COMPNAV COMPANY for the work done under this CONTRACT, <u>but excludes GST and the customs duty on the importation of the Drilling Rig, if applicable.</u> It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time As per the statutory rules, GST is to the account of COMPANY. Further, Company should be responsible to reimburse Customs Duty, if levied in future on importation of the Rig.	
23	12.3.5 – Taxes	Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.	Please revise as indicated below: Prior to start of operations under the contract <u>and annually thereafter</u>, the CONTRACTOR shall furnish the COMPANY with the <u>lower withholding tax certificate</u> <u>obtained from the tax authorities necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate"</u> for	No Change. Documents for NOC, if any, will be asked for depending upon the requirement at the time of processing of the bills.

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			releasing payments to the CONTRACTOR. TDS certificate is required to be obtained from the tax authorities and not a 'No Objection Certificate'	
24	12.3.6 – Taxes	Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.	Please revise as indicated below: Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the <u>lower withholding tax certificate provided by the CONTRACTOR or in its absence as per</u> provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act. To enable deduction of TDS as per WHT certificate	Clarified
25	12.3.9 – Taxes	CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax	Please revise as indicated below: CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the	No change

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		Invoice/Bill of entry for availing input tax credit (as applicable).	components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable). GST should be payable only against Tax Invoice as this is not a supply of goods contract.	
26	12.3.11 – Taxes	In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.	The clause reads as follows: In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority. Kindly clarify the requirement of BOE.	Applicable in case of import of goods into India by Contractor at the request of Company on reimbursement basis as per clause 43 in page 251 of tender
27	12.4.4 – Goods and Services Tax	The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions /concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.	Please revise as indicated below: The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error (excluding Bonafide error) of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.	No change

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			Unintentional errors should be excluded	
28	12.4.6 & 12.4.7 – Goods and Services Tax	12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL. 12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.	Please delete these clauses in entirety and replace with “Not Used” This clause is ambiguous and is more relevant for supply of goods contract	No change. The clause is applicable only for the supplies / services provided beyond the Contract period. If company wishes any service after the period of Contract, the period will be extended accordingly.
29	12.4.8 - Goods and Services Tax	Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.	Please revise as indicated below: Claim for payment of GST/ Statutory variation, should be raised within two [02] next applicable invoice or sooner thereafter but not later than 4 (four) months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. To allow reasonable period	Extension will be allowed on merit.
30	12.5.2 – Anti profiteering Clause	In case rating of Contractor is negative/black listed after award of	Please delete this clause in entirety and replace with “Not Used”	No change

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		work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.	This clause is ambiguous. We are unsure what “rating” is being referred to.	
31	14.6 – Insurance	Loss Payee Clause: The Insurance Policies should mention the following in Loss Payee Clause: “In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.	Please delete the clause in entirety and replace with “Not Used” As specified in SCC Clause 46.0, request Company to delete this clause to avoid any ambiguity.	As per SCC clause 46, GCC clause 14.6 is not applicable to this tender.
32	14.7 – Insurance	Additional Assured: “Oil India Limited” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s Compensation/Employer’s Liability insurance).	Please revise as indicated below: “Oil India Limited” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s Compensation /Employer’s Liability insurance) <u>to the extent of the liabilities assumed by Contractor under this Contract.</u> The liabilities for additional assured cannot be open-ended and should be capped.	Okay
33	14.8 (e) – Insurance	That OIL shall be given thirty (30) days written advance notice of any material change in the policy.	Please revise as indicated below: That OIL shall be given thirty (30) days written advance notice of any material change in the policy, <u>except</u>	Okay

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			<u>for war which should be three (3) days.</u> This is the standard exclusion in Insurance policies.	
34	14.10 & 14.11 – Insurance	14.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company. 14.11 On account payment to OIL in case of claim In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.	Please delete these clauses requiring submission of Insurance Policy in entirety and replace with “Not Used” The Insurance policy is confidential and in lieu the Contract already requires certificate of insurance in Article 14.8 of GCC which provides all the necessary information to confirm the compliance of the policy with Contract requirements. Article 14.11 conflicts with K4K provision	Clarified
35	15.0 – Liability	15.0 LIABILITY:	Please delete the clause in entirety This is a duplication of the indemnity clause with respect to people and property which already exist in the SCC and, hence creating ambiguity. Indemnity related provisions are critical and should be dealt with at one place.	No change. SCC will prevail GCC as per tender/ Contract. No ambiguity
36	16.0 (a) – Limitation of Liability	Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal	Please revise as indicated below: Notwithstanding any other provisions herein to the contrary, except only in	No change.

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		negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.	cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, <u>business interruption, cost of a replacement rig, overheads and spread costs</u>, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract. In line with the exception to Clause 1.2.29	
37	16.0 (b) – Limitation of Liability	Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the	Please revise as indicated below: Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC) 50% of the annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any	No change. Counter Clause available in SCC which will prevail.

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		COMPANY with respect to Intellectual Property Rights.	obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights. This is Clause already exists in SCC	
38	18.0 – Consequential Damage	CONSEQUENTIAL DAMAGE: Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.	Please delete this clause in entirety This provision is already covered under Clause 16.0 (a) of GCC	No change. Further, GCC Clause 16.0 is superseded by SCC Clause 42
39	19.0-Risk Purchase	RISK PURCHASE: In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.	Please delete this clause in entirety This provision is onerous and inconsistent with the industry practice.	Clause 19 (Risk Purchase) – Not applicable for this tender.

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40	20.0 – Indemnity Agreement	INDEMNITY AGREEMENT:	Please delete this clause in entirety This is a duplication of the indemnity clause with respect to people and property which already exist in the SCC and hence creating ambiguity. Indemnity related provisions are critical and should be dealt with at one place.	No change Clause 20 of the General Conditions of Contract (GCC) shall be superseded by Clause 19 of the Special Conditions of Contract (SCC).
41	23.0– Warranty and remedy of Defects	WARRANTY AND REMEDY OF DEFECTS:	Please delete this clause in entirety Warranty and remedy defects is more relevant for supply of goods contract and hence request deletion	Clause 23 (Warranty and Remedy of Defects) – Not applicable for this tender.
42	24.1- Subcontracting / Assignment	CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.	Please revise as indicated below: CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main drilling services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract. <u>CONTRACTOR shall be entitled to assign the CONTRACT to any of its AFFILIATES with COMPANY's prior approval.</u>	No change

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			It is impractical to obtain OIL's consent for each support service. Moreover, Contractor has global agreements in place for several scopes & services which cannot be changed.	
43	26.1 – Confidentiality, Use of Contract Documents and Information	CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is: a) b) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power	Please insert a new sub-clause (c) as indicated below: <u>(c) any disclosure which CONTRACTOR must make by applicable law or pursuant to the rules of any stock exchange.</u> Contractor has to comply with Stock Exchange regulations and make disclosures accordingly.	Agreed. Addition of new clause not required.

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		to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.		
44	27.5 – Remunerations and Terms of Payment	INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.	Please revise as indicated below: INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45-30 days following the date of receipt of undisputed invoices by COMPANY. To be consistent with provision provided in Schedule of Rates	No change
45	27.11 – Remuneration and Terms of Payment	Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR: a. Audited account up to completion of the Contract. b. Tax audit report for the above period as required under the Indian Tax Laws. c. Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel	Please revise as indicated below: Payment of Final demobilization charges shall be made if applicable within 45-30 days on receipt of invoice by Company accompanied by the following documents from the Contractor: a) Audited account up to completion of the Contract. b) Tax audit report for the above period as required under the Indian Tax Laws. c) Documentary evidence regarding the submission of returns and	No change

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		engaged by the CONTRACTOR or by its sub-CONTRACTOR. d. Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any. e. Any other documents as required by applicable Indian Laws. In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice	payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor. d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the Contract period) and also cancellation of re-export bond if any. e) Any other documents as required by applicable Indian Laws. In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice In line with normal payment terms as envisaged in the contract. Further, the financial documents requested does not have any link with demobilization of the drilling unit. Moreover, as per DGH regulation it is no more mandatory to re export the drilling unit on completion of a project in India.	
46	30.0 – Timely Mobilization and	TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:	Please revise as indicated below:	No change in tender clauses.

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	Liquidated Damages	a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract. b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price. c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of	(a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of Annual Estimated Contract value Price after deducting the value for hiring of MPD on call out basis including mobilization cost (i.e. Effective Day Rate of the Drilling unit at the time of LOA excluding duties and taxes & diesel loading x 365 days) , per week or part thereof of delay subject to maximum of 7.5% of the Annual	Confirm GST not applicable on LD
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		the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay. d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.	<u>Estimated Contract Price (excluding duties and taxes & diesel loading).</u> (d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] <u>Annualized Contract Price</u> excluding duties and taxes <u>and diesel loading</u>, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST. The phrase “time is the essence of this Contract” imposes an absolute obligation on strict adherence to timelines. In the context of rig operations, delays can arise from factors beyond the contractor’s control, such as weather conditions, supply chain disruptions, regulatory approvals, or unforeseen technical challenges. Retaining this clause could unfairly expose parties to disproportionate liability for minor or unavoidable delays. Moreover, in case of delay, Company has the remedy of Liquidated Damages or terminate the contract.	
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			In line with Clause 4.5 of SCC and as per the provisions followed by other E&P Operators GST is not applicable on LD as per CBIC Circular No.178/10/2022	
47	31.0 – Force Majeure, Para 3 & 5	Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]	Please revise as indicated below: Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall <u>continue to apply until the end of force majeure period or termination of Contract, whichever is earlier</u> for the first 15 (fifteen) days for each such occasion. Should either party decide not to terminate the Contract even under such condition, <u>Force Majeure Rates shall continue to</u> no payment would apply after expiry of fifteen (15) days <u>until the end of force majeure period or termination of Contract, whichever is earlier.</u> [or exclusively mentioned in the SCC of the Contract] Contractor should be paid compensation for the entire duration of Force Majeure at the stipulated rate.	No change

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48	32.0- Set Off	SET-OFF: Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL)	Please delete this clause in entirety and replace with “Not Used” Request deletion to avoid mis interpretation of the clause and reduce financial risks.	No change
49	33.0- Withholding	COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of: 33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference. 33.2 Defective work not remedied by CONTRACTOR.	Please delete the sub-clauses 33.1 & 33.2 in entirety and replace with “Not Used” To remove any misinterpretation & ambiguity	No change
50	37.3 - General Health, Safety & Environment (HSE) Guidelines:	Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.	Please delete the sub-clause in entirety and replace with “Not Used” The liability of the Contractor towards pollution is already capped in the contract.	Mutual indemnification clause of SCC will prevail

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51	38.0 – Pollution and Contamination	POLLUTION AND CONTAMINATION: The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract. Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for: a. Damage to or loss of any reservoir or producing formation; and/ or b. Damage to or loss of any well; and/ or c. Any other subsurface damage or loss; and/ or d. Any property damage or loss or personal injury or death arising out of or in connection with a blowout,	Please delete this clause in entirety and replace with "Not Used". This is already covered under GCC Article 18.	SCC clause will prevail
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		fire explosion and loss of well control regardless of cause.		
52	39.3 - Statutory Variation/ Newly Enacted Law	Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.	Please revise as indicated below: Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) <u>during the extended period after the contractual completion date until actual completion of contract / after the mobilization date until commencement of contract</u> after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) <u>during the extended period</u> after the contractual completion/mobilization date will be to COMPANY's account. To clarify which period is excluded	No change
53	39.6 - Statutory Variation/ Newly Enacted Law	In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties,	Please delete the clause in entirety and replace with " Not Used "	Clarified. To provide as applicable.

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		the CONTRACTOR is liable to provide following disclosure to COMPANY: i. Details of each of the input services used in relation to provide service to COMPANY including estimated monthly value of input service and GST tax amount. ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.	It is impractical to provide details of all input services, and we may be bound by certain confidentiality conditions with the vendors.	
54	42.2 – Settlement of Disputes	Resolution of Dispute through SAC: a. OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. b. If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time	Please delete the sub-clause 42.2 in entirety and replace with “Not Used” Contractor does not agree to settle any dispute through any committee created by the Operator.	No change

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		to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com c. Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020. d. Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.								
55	42.3 & 42.4 – Arbitration		Please revise as indicated below: <table><tr><td>Claim amount. {excluding claim for interest and counter claim, if any)</td><td>Number of Arbitrator</td><td>Appointing Authority</td></tr><tr><td>Up to Rs. 25.00 Lakh</td><td>Not Applicable</td><td>Not Applicable</td></tr></table>	Claim amount. {excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority	Up to Rs. 25.00 Lakh	Not Applicable	Not Applicable	No change
Claim amount. {excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority								
Up to Rs. 25.00 Lakh	Not Applicable	Not Applicable								

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			<table><tr><td>Above Rs. 25.00 Lakh Up to Rs. 5 Crore</td><td>Sole Arbitrator from the panel of Arbitrators ' List maintaine d by OIL</td><td>Mutually to be decided by the Parties.</td></tr><tr><td>Above Rs. 5 Crore to Rs. 250 Crore</td><td>Tribunal of Three Arbitrator s from the panel of Arbitrator s' List maintaine d by OIL</td><td>Parties to nominate one Arbitrator each and the two co- Arbitrator s shall nominate the presiding Arbitrator</td></tr></table>	Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators ' List maintaine d by OIL	Mutually to be decided by the Parties.	Above Rs. 5 Crore to Rs. 250 Crore	Tribunal of Three Arbitrator s from the panel of Arbitrator s' List maintaine d by OIL	Parties to nominate one Arbitrator each and the two co- Arbitrator s shall nominate the presiding Arbitrator
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators ' List maintaine d by OIL	Mutually to be decided by the Parties.							
Above Rs. 5 Crore to Rs. 250 Crore	Tribunal of Three Arbitrator s from the panel of Arbitrator s' List maintaine d by OIL	Parties to nominate one Arbitrator each and the two co- Arbitrator s shall nominate the presiding Arbitrator							
The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 250 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi. Given that there is no limit prescribed in the relevant Arbitration and Conciliation Act 1996, we request OIL to remove the cap of 5 crores for									

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			resolving disputes through arbitration. Moreover, the Indian courts are already over-burdened with a lot of cases, and it would take longer time than arbitration to resolve the disputes.	
56	43.0 – Completion of Contract	COMPLETION OF CONTRACT: Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.	Please revise as indicated below: Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in Clause 2.4 of SCC of the contract or period of defect liability, as provided for under the Contract, whichever is later. Since this a drilling contract, there should not be any defect liability period to the contract	No change
57	44.5 - Termination for Unsatisfactory Performances	Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in detail the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days' notice in writing to the	Please revise as indicated below: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in detail the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 45 days' notice in writing to the CONTRACTOR, if CONTRACTOR fails	No change Refer tender amendment for modified clause.

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		CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however, CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].	to reasonably comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR's repeats non-performance continues subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in]. To allow reasonable time for rectifying the notified deficiencies	
58	44.7 - Termination	If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above	Please revise as indicated below: If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15-30 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of	No change Refer Tender Amendments

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			money then due. No notice shall be served by the COMPANY under the condition stated above. Considering the complex nature of Deepwater operations, where rectification of breakdown at times can take more than 15 days. 30 days is a reasonable period considering the onerous implications of termination to the contractor.	
59	44.9 – Termination	Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract up to the date of termination.	Please delete this clause in entirety and replace with “Not Used”: Request deletion as Termination for Convenience provision is onerous and can be interpreted to have no contract in place at all.	Clause not applicable in this tender.
60	45 – To Determine the Contract	TO DETERMINE THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the	Please revise as indicated below: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to	No change

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		COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.	be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices. Company has several remedies under the Contract and this risk, which is inconsistent with the industry standards, is unacceptable to the Contractor.	
61	46 – Without Determining the Contract	WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its	Please delete this clause in entirety and replace with “Not Used”: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the	No change

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		sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantitie	CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY. Company has several remedies under the Contract and this risk, which is inconsistent with the industry standards, is unacceptable to the Contractor.	
Part 3: Section III: Special Conditions of Contract				
62	2.2- Mobilization Time, Para 1 and Clause 13.0 of BEC	The mobilization of the Drilling Unit and Associated Services along with all equipment, personnel etc. to commence the operations at the designated first drilling location nominated by Company should be completed by Contractor within 180 days for category-1 Drilling Unit / 270 days for Category-2 Drilling Unit, from the date of issue of the Mobilization Notice which includes TPI inspection days subsequent to the issue of the Letter of Award by the Company. Mobilization Notices for both the Drillships will be issued by OIL separately within 60 days from date of issue of Letter of Award(s) (LOA). In case of delay on account of the Company for readiness of site,	The clause reads as below: The mobilization of the Drilling Unit and Associated Services along with all equipment, personnel etc. to commence the operations at the designated first drilling location nominated by Company should be completed by Contractor within 180 days for category-1 Drilling Unit / 270 days for Category-2 Drilling Unit, from the date of issue of the Mobilization Notice which includes TPI inspection days subsequent to the issue of the Letter of Award by the Company. Mobilization Notices for both the Drillships will be issued by OIL separately within 60 days from date of	The Mob Notice will confirm the date by which Rig is required to be at site keeping in view the mobilisation time permitted for LD purposes. Accordingly, Contractor to mobilise as per schedule in consultation with Company

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		consumables and other services etc, mobilization period for the above delayed period will be extended without imposing Liquidated Damage.	issue of Letter of Award(s) (LOA). In case of delay on account of the Company for readiness of site, consumables and other services etc, mobilization period for the above delayed period will be extended without imposing Liquidated Damage. In case, the Contractor intends to mobilize the Drilling Unit and Associated Services earlier than the maximum specified days, the Contractor shall inform the Company in writing, the date on which the rig will be mobilized to the specified location for Company's concurrence. Company reserves the right to accept or decline early mobilisation without assigning any reason thereof, at its discretion. We request OIL to kindly illustrate how this clause will work with respect to the desired mobilization dates i.e. June 2027 for Rig 1 and more so April 2028 for Rig 2. Bidder understands that once the Mobilization Notice is issued, bidder can mobilize anytime within the applicable mobilization period. Kindly clarify.	
63	2.4 – Duration of Contract (Phase-1)		Please revise as indicated below: OIL shall intimate the Contractor prior to expiry of 20 15 months whether the	No change

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			Contract will be extended beyond 24 months or not. Reasonable request to allow the bidder to market the rig or prepare the rig for next contract	
64	3.0		Please delete the clause in entirety – Company at its discretion may allow Drilling Unit without complete mobilization, however necessary deduction for short supplied items will be made as per cost evaluated by Company. (i) Deduction will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall be provided to the Contractor. (iii) Notwithstanding this provision for partial mobilization Contractor must quote in accordance with relevant clauses for full mobilization. Request deletion since this is a drilling contract and a rig cannot be mobilized partially as well as to avoid any misinterpretation of this clause.	No change
65	4.0 – Liquidated Damage for Default in Timely Mobilization	LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION	Please delete the clause in entirety and replace with “Not Used” Request to consolidate LD provisions at one place. Refer to exceptions taken	No change

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			to Clause No. 30.0 (a) & (b) of the GCC.	
66	6.2.3	The Contractor shall arrange for first aid & emergency medical facilities (as per OISD guidelines) and doctor including an ambulance at Vishakhapatnam/Bhubaneswar/Vijaya Puram (Port Blair) at Contractor's cost. Contractor should provide proper First Aid trained personnel with required quantity of first aid equipment and medicines to meet any emergency on the Drilling Unit.	Please revise as indicated below: The Contractor shall arrange for first aid & emergency medical facilities (as per OISD guidelines) and doctor including an ambulance at Vishakhapatnam/Bhubaneswar/Vijaya Puram (Port Blair) for Contractor's Personnel at Contractor's cost. Contractor should provide, for Contractor's Personnel, proper First Aid trained personnel with required quantity of first aid equipment and medicines to meet any emergency on the Drilling Unit. The responsibility of the Contractor is to arrange first aid or medical facilities for its personnel only.	The Rig Contractor will have to extend medevac services to all personnel onboard the rig, however the Rig Contractor will only be liable for their personnel. liability of others will be on respective service provider.
67	6.3.4	Contractor at its cost shall have the drill strings inspected by a recognized inspection agency mutually acceptable by both parties prior to the first Well unless inspected within last six months in previous contract, and thereafter every six months or 50,000 feet of drilling, whichever occurs first. Company, shall, at any other time, have the right to request the Contractor to have the drill pipe inspected by a recognized inspection agency at Company's cost.	Please revise as indicated below: Contractor at its cost shall have the drill strings inspected by a recognized inspection agency mutually acceptable by both parties prior to the first Well unless inspected within last six months in previous contract, and thereafter every six months one year or 50,000 75,000 feet of drilling, whichever occurs first. Company, shall, at any other time, have the right to request the Contractor to have the	Tender amendments will be published for change in period only.

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			drill pipe inspected by a recognized inspection agency at Company's cost. The timeline stipulated by OIL for inspection is too short	
68	6.3.6 (c) Contractors Item	Further the Contractor has to indicate the daily consumption of the HSD for the Drilling Unit and its equipment. The Contractor also has to submit day wise HSD stock and consumption statement indicating the daily consumption of the HSD for Drilling Rig package and all its equipment including mud treatment at the site in the DPR/IADC report. Company's responsibility is to provide _____ KL/day of diesel multiplied by the number of days of the Contract period.	Please revise as indicated below: Further the Contractor has to indicate the daily consumption of the HSD for the Drilling Unit and its equipment. The Contractor also has to submit day wise HSD stock and consumption statement indicating the daily consumption of the HSD for Drilling Rig package and all its equipment including mud treatment at the site in the DPR/IADC report. Company's responsibility is to provide ____KL/day of diesel multiplied by the number of days of the Contract period. <u>However, diesel consumed during any rig moves (including cyclone period) over the contract period shall be provided by Company at actual consumption and the same shall be excluded from the daily consumption limit specified herein.</u> Forecasting fuel consumption during rig moves is difficult and may lead to avoidable risk hedging.	Excess diesel consumed for Rig move during cyclone as instructed by Company, shall not be considered for excess calculation. Tender amendment to be published.
69	6.3.7	Zero-day rate will be applicable for shutdown of rig operations on account	Please delete the clause in entirety and replace with "Not Used"	No change

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		of inadequate supply of Contractor's relevant equipment/material.	Request deletion as this provision is covered in the Clause related to Equipment Breakdown	
70	7.8-Depth	Depth: Contractor confirms that the Drilling Unit shall be capable of operating in water depth from 500 to 3000 meter (DP Rig) with drilling depth capacity of wells up to a maximum depth of 9000 meter.	Please revise as indicated below: Contractor confirms that the Drilling Unit shall be capable of operating in water depth from 500 to 3000 meter (DP Rig) with drilling depth capacity of wells up to a maximum depth of 9000 7500 meter. In line with the drilling depth stipulated in the tender	No change
71	7.21	If time taken for pulling or running of transponders is more than 12 hours, the Contractor shall be paid zero rate for any such excess time.	Please delete the clause in entirety and replace with “Not Used” The time taken to pull or run the transponders can depend on many external factors which may be beyond the control of the Contractor.	No change
72	11.2 & 11.4	11.2 Contractor should provide the list of items to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Custom office for clearance of goods from customs at concessional (nil) rate of customs duty. Similarly, Contractor shall furnish list of all remaining and balance items imported under the recommendatory letter for re-export at the end of the Contract and prior to de-mobilization.	Please revise as indicated below: 11.2) Contractor should provide the list of items with Essentiality Certificate application mentioning the CIF value of each shipment to be imported in the format specified in Proforma-A for issuance of recommendatory letter Essentiality Certificate to Custom office for clearance of goods from customs at concessional (nil) rate of customs duty. Similarly, Contractor shall	No change

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		11.4 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.	furnish list of all remaining and balance items imported under the recommendatory letter for re-export at the end of the Contract and prior to de mobilization. 11.4) In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. <u>In case the Rig is awarded a contract by another operator in India, the Company shall issue No Objection Certificate for such transfer as per present Customs procedures. In case, the Rig is awaiting a contract with another operator in India, the Contractor</u> should arrange for re-export of equipment within <u>a reasonable period 60 days</u> of after notice of de-mobilization is issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the	
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			Company from Contractor's bills and security deposit. Bidder will provide list of good for EC application with the total CIF value in each shipment however, providing the required details in Proforma-A for each individual item to be imported is not practical. Further, re-export is not mandatory as per present customs procedures. Re-export is not mandatory as per present customs procedures especially if another contract is likely to be awarded in India.	
73	13.3 – Rights and privileges of Company	To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, personnel and services to be rendered by contractor. Sub-contract may be entered into by contractor only after company's approval.	Please delete the clause in entirety and replace with “Not Used” It is impractical to obtain OIL’s consent for each support service. Moreover, Contractor has global agreements in place for several scopes & services which cannot be changed.	No change
74	13.5 - Rights and privileges of Company	To order suspension of operations while and whenever: a. Contractor's personnel is/are deemed by company to be not satisfactory, or b. Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.	Please delete the clause in entirety and replace with “Not Used” Request deletion as this provision is adequately covered in the Clause related to Equipment Breakdown	No change

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		c. Contractor's equipment turns into a danger to personnel on or around the rig or to the well. d. Contractor's insurance in connection with the operations hereunder is found by company not to conform with the requirements set forth in the contract. e. Contractor fails to meet any of the provisions in the contract. f. Any shortage in key/additional (compulsory) personnel g. Contractor is found non-compliant to HSE requirement as per Safe Operating Practices or applicable law.		
75	14.0 – Ingress and Egress at Location, Para 1	INGRESS AND EGRESS AT LOCATION Company hereby agrees that it shall provide Contractor with all necessary rights to the location where the well is to be located including any drilling permission/licenses as required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Company's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its subcontractors, Company agrees promptly to advise Contractor in writing with respect to such restrictions,	Please revise as indicated below: Company hereby agrees that it shall provide Contractor with all necessary rights to the location where the well is to be located including any drilling permission/licenses as required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Company's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its subcontractors, Company agrees promptly to advise Contractor in	No change

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		conditions or limitations and Contractor agrees to observe the same. Should any permits/licenses/Certificates - as applicable be delayed because of objections of statutory authorities in respect of Contractor's issue, the Contractor should make good and take corrective actions immediately and in that case no rate will be payable to the Contractor.	writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same <u>and during such period the Contractor shall be paid Non-operating Day Rate in line with Clause No. 2.3.</u> Should any permits/licenses/Certificates—as applicable be delayed because of objections of statutory authorities in respect of Contractor's issue, the Contractor should make good and take corrective actions immediately and in that case no rate will be payable to the Contractor. Reasonable request. Ingress / egress rights has no connection with Drilling rig permits/licenses and have been dealt with separately.	
76	14.1-Drilling Unit License, Para 7	DRILLING UNIT LICENCES Contractor agrees that it shall secure permits and licenses for operations of the Drilling Unit in Indian waters, if required and Contractor shall pay any expenses in this regard. It is the responsibility of the Contractor to obtain Naval Defense Clearance of	Please revise as indicated below: The Contractor shall maintain all the required Statutory Certificates / Clearances / Permits valid throughout the duration of the Contract. Zero-day rate will be applicable if the same is not complied with by the Contractor <u>and it results in suspension of drilling operations.</u>	Clarified. Zero rate will only be applicable after the well is secured and the operations are suspended.

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	Drilling Unit and ROV prior to commencement of contract from Ministry of Defense through Ministry of Petroleum and Natural Gas (India), at their cost. It is the responsibility of the Contractor to obtain all necessary permissions and clearances from the concerned statutory authorities, for operating the Drilling Unit and Associated Services in Indian waters, at their cost. Contractor shall ensure that the Drilling Unit is in class and confirm that they would obtain permission / clearance of DG Shipping, wherever required for operating the Drilling Unit in Indian waters, at their cost. However, for obtaining Naval Defense Clearance and other necessary permissions and clearances from the statutory authorities, the Company shall issue forwarding letter upon request from Contractor supported by all relevant valid documents. Bidder to confirm that they would obtain the permission of DG Shipping for deploying the offered Drilling Unit in Indian waters, as per the DGS notification F.No.16-1701U5/2021- SD-DGS Dated: 20.10.2022.	Zero rate shall be applicable only when the non-validity of Certificates or Permits results in suspension of drilling operations.	
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		The Contractor shall maintain all the required Statutory Certificates / Clearances / Permits valid throughout the duration of the Contract. Zero-day rate will be applicable if the same is not complied with by the Contractor. The Contractor shall provide an undertaking to maintain all the required Statutory Certificates / Clearance / Permit valid throughout the duration of the Contract. Further, Contractor to provide the list of all the Statutory Certificates / Clearance / Permits which are required to be maintained under statutory requirement for operations of the Drilling Unit in Indian waters along with expiry dates of all such documents.		
77	16.1 - Damage to Pipeline, Platforms or Drilling Rigs	DAMAGE TO PIPELINE, PLATFORMS OR DRILLING RIGS Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs (other than Drilling Unit), vessels and damage or loss of materials or equipment of Company and/or other third-party materials or equipment in the area of operation for reasons attributed to the gross negligence of the Contractor, provided that Contractor's	Please revise as indicated below: Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs (other than Drilling Unit), vessels and damage or loss of materials or equipment of Company and/or other third-party materials or equipment in the area of operation for reasons attributed to the gross negligence of the Contractor, provided that Contractor's liability shall not	To be as per the Tender.

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		liability shall not exceed US Dollars Five Hundred Thousand per occurrence. The Company shall be responsible for and shall indemnify and hold Contractor harmless for all amounts in excess thereof.	exceed US Dollars Five Hundred Thousand Rupees Twenty Lakhs per occurrence. The Company shall be responsible for and shall indemnify and hold Contractor harmless for all amounts in excess thereof. In line with the liability accepted by other E&P Operators	
78	18.4-Damage or Loss of Company Equipment	DAMAGE OR LOSS OF COMPANY EQUIPMENT Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company.	Please delete the clause in entirety and replace with "Not Used" This clause imposes an unreasonable obligation. While the Contractor accepts responsibility for safety at Company provided equipment/items, it cannot agree to punitive measures.	18.4 will be deleted. Tender amendment to be published
79	30.0 (a) – Failure / Deficiency Penalty	FAILURE/DEFICIENCY PENALTY a) SAFETY: Non-compliance of Safety Management System of as per Company and Contractor Bridging document, violation of HSE specification and statutory requirement will attract penalty(ies) at the rate of 5% per day of respective day rate.	Please delete the clause in entirety and replace with " Not Used " This clause imposes an unreasonable obligation. While the Contractor accepts responsibility for safety at the drilling unit, it cannot agree to punitive measures.	No change
80	30.2 – 30.5 Failure / Deficiency Penalty	In case operations are not affected due to failure on the part of the Contractor to provide any Associated Services, then penalty will be levied at the rate of	Please delete the clause in entirety and replace with " Not Used "	Only Clause 30.2 will be deleted. Tender

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		2.5% of operating day rate. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the non-availability of any such services during the contractual period. 30.3 Subsea BOP Testing Time – The prescribed time limit for testing of Contractor’s subsea BOPs will be 15 hours. Any time taken beyond prescribed time limit of 15 hours will be paid at Zero Day Rate. 30.4 Running and Pulling Times for Subsea BOPs and LMRP – The prescribed time limits for BOPs and Riser packages will be as follows: <table><tr><td>Water Depth</td><td>Running Time (hrs)</td><td>Pulling Time (hrs)</td><td>Total Round Trip (hrs)</td></tr><tr><td>500 m</td><td>14–18 hrs</td><td>14–18 hrs</td><td>28–36 hrs</td></tr><tr><td>1000 m</td><td>22–28 hrs</td><td>22–28 hrs</td><td>44–56 hrs</td></tr><tr><td>1500 m</td><td>33–40 hrs</td><td>33–40 hrs</td><td>66–80 hrs</td></tr><tr><td>2000 m</td><td>44–52 hrs</td><td>44–52 hrs</td><td>88–104 hrs</td></tr><tr><td>2500 m</td><td>52–60 hrs</td><td>52–60 hrs</td><td>104–120 hrs</td></tr><tr><td>3000 m</td><td>60–70 hrs</td><td>60–70 hrs</td><td>120–140 hrs</td></tr></table> For any time taken beyond above prescribed times, zero-day rate will apply. 30.5 Inter Location Movement Times – The prescribed time limits for Inter Location Movements for the Drillship will be as follows: <table><tr><td>Avg Speed</td><td>~4 kn</td><td>250 nm</td><td>500 nm</td><td>750 nm</td><td>1000 nm</td><td>1250 nm</td><td>1500 nm</td><td>1750 nm</td></tr><tr><td></td><td></td><td>62.5 hrs</td><td>125 hrs</td><td>187.5 hrs</td><td>250 hrs</td><td>312.50 hrs</td><td>375 hrs</td><td>437.50 hrs</td></tr><tr><td>500 hrs Avg Speed</td><td>~8 kn</td><td>31.25 hrs</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Water Depth	Running Time (hrs)	Pulling Time (hrs)	Total Round Trip (hrs)	500 m	14–18 hrs	14–18 hrs	28–36 hrs	1000 m	22–28 hrs	22–28 hrs	44–56 hrs	1500 m	33–40 hrs	33–40 hrs	66–80 hrs	2000 m	44–52 hrs	44–52 hrs	88–104 hrs	2500 m	52–60 hrs	52–60 hrs	104–120 hrs	3000 m	60–70 hrs	60–70 hrs	120–140 hrs	Avg Speed	~4 kn	250 nm	500 nm	750 nm	1000 nm	1250 nm	1500 nm	1750 nm			62.5 hrs	125 hrs	187.5 hrs	250 hrs	312.50 hrs	375 hrs	437.50 hrs	500 hrs Avg Speed	~8 kn	31.25 hrs							This clause imposes an unreasonable obligation. While the Contractor accepts responsibility for timely execution of various operations, it cannot agree to punitive measures as these operations depend on various factors which may be beyond the control of the Contractor.	amendment to be published.
Water Depth	Running Time (hrs)	Pulling Time (hrs)	Total Round Trip (hrs)																																																								
500 m	14–18 hrs	14–18 hrs	28–36 hrs																																																								
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		62.5 hrs 93.75 hrs 125 hrs 104.2 hrs 125 hrs 145.8 hrs 166.7 hrs Practical Planning Time (days) ~1.30–2.60 days ~2.60–5.21 days ~3.90–7.81 days ~5.20–10.41 days ~6.50–13.01 days ~7.80–15.62 days ~9.10–18.23 days ~10.40–20.83 days The ILM or Moving Day Rate will be applicable from the time of lifting of first transponder to dropping of last transponder and vice versa. For any time taken beyond above prescribed times, zero-day rate will apply.		
81	34 – Force Majeure	FORCE MAJEURE	Please delete this clause in entirety and replace with “Not Used” This provision is already addressed in GCC Clause 31.0	No change
82	37.1 – Customs Duty, Para 5	37.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty (BCD Nil & concessional IGST) subject to conditions specified therein (Condition No. 48). The Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 30/2024-Customs dated 23.07.2024 and subsequently vide Custom Notification No. 45/2025- Customs dated 24.10.2025 (S. No. 229 of Table I, List 16, and Condition No.	Please revise as indicated below: Bidder should submit the list of items <u>with Essentiality Certificate</u> <u>application mentioning the CIF</u> <u>value of each shipment</u> which are to be imported for execution of the contract against this tender as per <u>Proforma A.Undertaking</u> /Essentiality Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the <u>list of items</u> <u>mentioning the CIF value of</u> <u>shipment is same are included in</u>	No change

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		28). Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 45/2025- Customs dated 24.10.2025 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-16 therein. Items of import other than those appearing in List-16 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-16 of Customs Notification No. 45/2025- Customs dated 24.10.2025 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. In terms of CBIC Circular No. 189/01/2023-GST dated 13.1.2023, if standard/merit rate of GST is lower than 18% on specified goods, then such lower rate of GST would apply along with exemption of BCD & SWS, upon submission of EC. The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 Page 247 of 380 dated 01.03.2008 available to them	the Proforma-A submitted by the Bidder. Bidder will provide list of good for EC application with the total CIF value in each shipment however, providing the required details in Proforma-A for each individual item to be imported is not practical.	
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		upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates. Items other than those appearing in List-16 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof is deemed to be included by the contractor in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession / exemption for those items (not included in List-16 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the contractor considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that		
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		subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence. Bidder should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the Bidder. Similarly, the domestic supply of such goods would attract 18% GST (i.e. IGST or CGST & SGST/UTGST) on submission of EC in terms of GST Notification no. 03/2017 dated 28.6.2017 and amended vide Notification Nos. 08/2022 dated 13.07.2022 and 11/2025 dated 17.9.2025. If the standard/merit rate of GST on the specified good itself is 18% or lower then such lower rate of GST would apply directly without invoking Notification No. 3/2017. Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the		
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		provisions ruling at the time of Bid Closing of tender will be applicable.		
83	37.2 – Customs Duty	Contractor has to provide the list of the items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Essentiality Certificate. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Essentiality Certificate. Company shall issue the Essentiality Certificate provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from Customs and clear the goods through customs. Company shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor shall indemnify Company from all liabilities of Customs Duty.	Please revise as indicated below: Contractor has to provide the list of the items <u>with Essentiality Certificate application mentioning the CIF value of each shipment</u> to be imported by them under the <u>Contract in the format specified in Proforma-A along with their bid</u> for issuance of Essentiality Certificate. Contractor shall make written request to Company immediately after shipment of the goods indicated by them <u>in list of items Proforma-A</u>, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Essentiality Certificate. Company shall issue the Essentiality Certificate provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to <u>submit EC from to Customs and clear the goods through customs upon obtaining EC from Company.</u> Company shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor	No change

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			shall indemnify Company from all liabilities of Customs Duty. Bidder will provide list of good for EC application with the total CIF value in each shipment however, providing the required details in Proforma-A for each individual items to be imported is not practical. Further, the EC is generally issued by the Operator as per new policy and it is Contractor's responsibility to submit the same to Customs on receipt from the Operator.	
84	42.0 – Limitation of Liability	LIMITATION OF LIABILITY 42.0 42.1 Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.	Please delete this clause in entirety and replace with “Not Used” This clause is duplicate and already covered in the GCC	No change
85	43.0 – Materials, Supplies, Equipment & Services	MATERIALS, SUPPLIES, EQUIPMENT & SERVICES 43.1 For all services rendered or materials supplied to Company by Contractor at Company's request, which services or materials are the	Please revise as indicated below: For all services rendered or materials supplied to Company by Contractor at Company's request, which services or materials are the obligations of the Company, the Contractor shall charge	GST as applicable will be reimbursed. Service charges will be increased to 12.5% (Plus

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		obligations of the Company, the Contractor shall charge the Company for actual costs as supported by vendor's invoice plus 7.5% fee on FOB value for each procurement costing up to US\$ 60,000 and 5% for each procurement costing more than US\$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation costs paid and / or incurred would be reimbursed at actuals against documentary evidence. Company will provide Essentiality Certificate for availing Customs duty exemption for eligible items. Any equipment, materials, or supplies purchased by Contractor on account of Company shall be at the Company's cost and risk and thereafter become the property of Company upon payment by Company.	the Company for actual costs as supported by vendor's invoice plus 7.5% fee <u>(Plus applicable GST on Service Fee)</u> on FOB value for each procurement costing up to US\$ 60,000 and 5% <u>(Plus applicable GST on Service Fee)</u> for each procurement costing more than US\$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation costs paid and / or incurred would be reimbursed at actuals against documentary evidence. Company will provide Essentiality Certificate for availing Customs duty exemption for eligible items. Any equipment, materials, or supplies purchased by Contractor on account of Company shall be at the Company's cost and risk and thereafter become the property of Company upon payment by Company. <u>If CONTRACTOR is required to pay any taxes in relation to reimbursement of the cost of items requested by COMPANY or any tax is withheld by COMPANY, COMPANY will reimburse CONTRACTOR in a manner such that the net amount of all sums received by CONTRACTOR are the same as if no tax was applicable or withheld.</u>	GST) on FOB value for each procurement costing up to US\$ 60,000 and 10% (Plus GST) for each procurement costing more than US\$ 60,000. Tender amendments to be published.
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			In line with the provisions followed by another major E&P Operator. To ensure that Contractor is not out of pocket while trying to meet the requirement of the Company.	
86	46.0	The following insurance provisions under General Conditions of Contract stand amended as mentioned hereunder for the particular services under this tender/contract: GCC Clause No. Amended Clause 14.6 Loss Payee Clause: Not Applicable against this tender/contract 14.9 If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 0.5% of the Total Contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting there from shall be to the sole account of Contractor.	Please delete the clause in entirety and replace as “Not Used” This provision is onerous and completely misaligned with the industrywide drilling contracts.	No change

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87	47.0 – Survival (New Clause)		Please include a new clause as indicated below: <u>Notwithstanding the termination or expiration of this Contract, any provisions which by their nature should survive shall remain in full force and effect, including, without limitation, provisions relating to confidentiality, taxes, indemnity, limitation of liability, and dispute resolution.</u> This is a critical clause which is missing from the Contract Documents.	Agreed. Tender amendments to be published.
Part 3: Section IV: Schedule of Rates (SOR)				
88	1.2-Mobilization Charges And BEC Clause B.7.5 (Notes Clause 8.0)	The bidders offering Drilling Units to be mobilized from different zones will not be paid mobilization fee more than the amount as mentioned below: (i) Drilling units to be mobilised from Indian EEZ- (i) 0.9% of the total evaluated value as per the offer of the bidder (ii) Drilling units to be mobilised from Middle East, Dubai, Singapore/Far East- 1.2% of the total evaluated value as per the offer of the bidder. (iii) Drilling units to be mobilised from areas other than (i) and (ii) above- 1.8% of the total evaluated value as per the offer of the bidder. Note: The mobilization fee limitation is excluding GST. Note: The bidder(s) must adhere to the above limits. In case	Please revise as indicated below: The bidders offering Drilling Units to be mobilized from different zones will not be paid mobilization fee more than the amount as mentioned below: i) Drilling units to be mobilised from Indian EEZ- (i) 0.91.53% of the total evaluated value excluding GST and diesel as per the offer of the bidder ii) Drilling units to be mobilised from Middle East, Dubai, Singapore/Far	No change

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		the bidders are quoting more than the above-specified limits, the excess differential amount will be kept on hold from the mobilization invoice, and this excess differential amount will be paid at the end of the contract period. The bidder shall submit an undertaking in this regard along with techno-commercial bid as per format enclosed as Annexure-V	East- 1.2 2.14% of the total evaluated value excluding GST and diesel as per the offer of the bidder. iii) Drilling units to be mobilised from areas other than (i) and (ii) above- 1.83.05% of the total evaluated value excluding GST and diesel as per the offer of the bidder. In line with the changes made by major Indian E&P Operators in their tender	
89	4.0 - NODR	Note: NODR shall not exceed 90% of the ODR.	Please revise as indicated below: Note: NODR shall not exceed 90 95% of the ODR. Contractor's cost remains unchanged during the events covered by NODR. Our proposed revision to 95% is in line with OIL's earlier practice, which itself is a significant reduction. Also worldwide practice for NODR/ Standby rate is in the range of 95% – 98% of ODR.	No change
90	5.0 – EBDR, Para 3	Company shall provide water and other services, including boats at its cost for a maximum period of seven days during breakdown. Thereafter, the cost of	Please revise as indicated below: Company shall provide diesel, water and other services, including boats at its cost for a maximum period of seven	Not agreed

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		water and other services including boats shall be borne by Contractor. Note: Payment towards Equipment Breakdown Day Rate shall not exceed 75% of the ODR	ten days during breakdown. Thereafter, the cost of diesel, water and other services including boats utilized by Contractor shall be borne by Contractor. Reasonable request. Operator should recover the cost of only those services which are utilized by the Contractor during the break down period beyond the limit of 10 days.	
91	7.2 – Force Majeure Day Rate	Payment towards Force majeure day rate shall be 75% of ODR.	Please revise as indicated below: Payment towards Force majeure day rate shall be 75 90% of ODR. In line with prevailing worldwide practice	Not agreed
92	8.0 (iii) – Stack Day Rate	Payment towards Stack Day Rate shall be 75% of ODR.	Please revise as indicated below: Payment towards Stack Day Rate shall be 75 90% of ODR. In line with prevailing worldwide practice	Not agreed
93	9.0 (1) - Waiting on Weather within Operating Parameters of the Rig	Waiting on Weather within Operating Parameters of the Rig. In case, Contractor informs that Rig cannot continue to operate under a particular weather condition and has to be under “waiting on weather” even though the individual environmental parameters/rig motions are within	Please delete this sub clause and replace with “Not Used” Waiting on Weather can be due to combination of environmental parameters which cannot be viewed in isolation. Contractor should not be penalized for the same.	Tender amendment to be published.

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		values as indicated in Appendix – 6, then it has to be supported by analysis and certification by the Marine Warranty Service provider. acceptable to OIL. In case, such analysis and certificate are not provided, the rig shall be under “zero rate” for such period of waiting on weather.		
94	9.0 (3). (C)	Rig move day rate under actual transit – During rig move when in actual transit between the locations (with BOP on surface), the Rig move day rate payment shall be limited to the duration mentioned in the Contract vide clause 30.5 of SCC and thereafter no remuneration (zero-day rate) shall be paid to the Contractor for the time taken in transit beyond that.	Please revise as indicated below: Rig move day rate under actual transit – During rig move when in actual transit between the locations (with BOP on surface), the Rig move day rate payment shall be limited to for the duration of actual transit mentioned in the Contract vide clause 30.5 of SCC and thereafter no remuneration (zero-day rate) shall be paid to the Contractor for the time taken in transit beyond that. The rig move duration can be impacted due to several factors beyond Contractors control.	No change
95	10 (b) – MSDR	STANDBY DAY RATE (MSDR) MS DR shall become payable after the Successful Onshore System Integrity test (Dry run) and On-hire survey witnessed by Company, subject to successful first usage at rig. Upon arrival of equipment at rig & requirement of well, all MPD equipment	Please revise para 1 as indicated below: MSDR shall become payable after the Successful Onshore System Integrity test (Dry run) and On-hire survey witnessed by Company, subject to successful first usage at rig. Upon	Tender amendment to be published.

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		shall be successfully installed at rig within 7 days. No payment of MSDR beyond 7 days shall be made in case Contractor fails to install this equipment at rigs till successful installation. Additionally, any waiting on rig due to delay in Installation of MPD, shall be considered as Rig Contractor's downtime and shall be treated under Clause 5.0 of SOR (of Drilling Unit above) accordingly. MSDR shall be payable for the period RCD/ACD is under rig down condition after the operations till demobilisation of equipment from rig. Quoted Standby Day Rate for MPD Services (MSDR) shall not exceed 60% of corresponding Operating Day Rate (MODR). However, after opening of price bids, if it is observed that charges/amount quoted are higher than the limits for above parameters, the offer(s) of such bidder(s) shall be evaluated based on the price(s) / rate(s) quoted by the bidder in the price bid. Contract (in case the bidder becomes winner) shall, however, be awarded restricting the charges/ amount up to specified limit as above.	arrival of equipment at rig & requirement of well, all MPD equipment shall be successfully installed at rig within 7 14 days. No payment of MSDR beyond 7 14 days shall be made in case Contractor fails to install this equipment at rigs till successful installation. Additionally, any waiting on rig due to delay in Installation of MPD, shall be considered as Rig Contractor's downtime and shall be treated under Clause 5.0 of SOR (of Drilling Unit above) accordingly. 7 days is too short for final commissioning and Rig up the MPD kit.	
96	10 (c) – MODR	OPERATING DAY RATE (MODR) MODR is payable from the successful activation of the equipment after RCD/ACD is rigged up for the intended	Please revise as indicated below: MODR is payable from the successful activation of the equipment after RCD/ACD is rigged up time	MODR starts from picking up of IRJ and ends when IRJ is laid down.

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		operation till its rig down after the operations.	<u>Integrated Riser Joint (IRJ) is deployed</u> for the intended operation till its rig down after the operations. We request OIL to clarify that the MPD ODR is payable from the time the IRJ is deployed.	Tender amendment to be published.
97	11.14- Payments, Manner of payment, Rates of payment, Set-off	Payment of Demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor: i) ii) iii) Audited account up to completion of the Contract. Tax audit report for the above period as required under the Indian Tax Laws. Documentary evidence regarding the submission of returns and payment of taxes for the personnel engaged by the Contractor or by its sub-contractor. iv) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any. v) Any other documents as required by applicable Indian Laws. In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by OIL.	Please revise as indicated below: Payment of Demobilization charges shall be made when applicable within 45 30 days following receipt of invoice by Company accompanied by the following documents from the Contractor: a. Audited account up to completion of the Contract. b. Tax audit report for the above period as required under the Indian Tax Laws. c. Documentary evidence regarding the submission of returns and payment of taxes for the personnel engaged by the Contractor or by its sub-contractor. d. Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also	No change

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			cancellation of re-export bond if any. e. Any other documents as required by applicable Indian Laws. In case, no de mobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by OIL. In line with our exception to Clause 27.11 of General Conditions of Contract	
98	11.16 – Set Off	SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL)	Please delete the clause in entirety and replace with “Not Used” This is a blanket provision which is very subjective	No change

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S. No.	Clause No. & Description	Existing Clause	Change / Modification Proposed by Bidder	OIL's Response
Part 3: Section II: Terms of Reference/Technical Specifications/Scope of Work Appendix 1 Exhibit 1				
99	Clause A.5	In addition to the usual rig equipment and services (Exhibit 1), the Bidder shall be required to provide the following tools, equipment and services: • Remote Operated Vehicle (ROV) along with crew for operation in water depths up to 3000 m. (Exhibit 2) • H2S services, on call-out basis. (Exhibit 3) • Voice and data communications from rig to Company's onshore base. (Exhibit 4) • Hull mounted or over-the-side ADCP current measurement system. (Exhibit 5) • MPD Services, on call-out basis. (Exhibit 6) • Weather forecasting services. (Exhibit 7) • Medical evacuation services, inclusive of pre-booked arrangements with suitable ambulances and hospitals in Visakhapatnam / Bhubaneswar / Port Blair. (Exhibit 8) • Additional drilling tools include stabilizers, drilling jars, accelerators, shock tools, hole openers (Exhibit 9) Details of each of the additional services listed above can be found in the appropriate exhibits.	Please revise as indicated below: In addition to the usual rig equipment and services (Exhibit 1), the Bidder shall be required to provide the following tools, equipment and services: • Remote Operated Vehicle (ROV) along with crew for operation in water depths up to 3000 m. (Exhibit 2) • H2S services, on call-out basis. (Exhibit 3) • Voice and data communications from rig to Company's onshore base. (Exhibit 4) • Hull mounted or over-the-side ADCP current measurement system. (Exhibit 5) • MPD Services, on call-out basis. (Exhibit 6) • Weather forecasting services. (Exhibit 7) • Medical evacuation services (excluding Medevac), inclusive of pre-booked arrangements with suitable ambulances and hospitals in Visakhapatnam / Bhubaneswar / Port Blair for Contractor's Personnel only. (Exhibit 8)	Not agreed. Tender condition applies. The Rig Contractor will have to extend medevac services to all personnel onboard the rig, however the Rig Contractor will only be liable for their personnel. liability of others will be on respective service provider. OIL will provide helicopter services for transportation from rig to the shore.

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			• Additional drilling tools include stabilizers, drilling jars, accelerators, shock tools, hole openers (Exhibit 9) Details of each of the additional services listed above can be found in the appropriate exhibits. Bidder can provide an independent over the side current meter for measurement of near surface currents. This current meter coupled with ROV current meter can provide the required information. Drilling Contractor would be responsible for the medical services of its own personnel, and any Medivac should be responsibility of the Operator as per standard industry practice.	
Appendix 1 Exhibit 3				
100	H2S SERVICES - ON CALL OUT BASIS	H2S SERVICES - ON CALL OUT BASIS.	Kindly Delete this requirement in entirety and also delete the references appearing elsewhere in the tender document. It will be more Cost efficient for Company to assign/mobilize one shared set of H2S package for use on OIL's all contracted rigs. It will be more Cost efficient for Company to assign/mobilize one shared set of H2S package for use on OIL's all contracted rigs	Not agreed. Tender condition applies.

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101	12 & 16	12. Data Bandwidth: Online Data communication shall cater to the need of drilling surface /subsurface data like Rig Instrumentation data, well logging, Mud Logging and MWD/LWD data transmission, SAP, Web-ice, RTDMA (Real Time Data Management and Analytics) data, E-mail and Intranet applications, for which required bandwidth 10mbps shall be provided by the Bidder. Internet connections should be provided separately and not to be provided on the network providing 10mbps Bandwidth exclusively for other OIL applications. Minimum Eight 8 or more port RJ-45 LAN network to be established at Rig and each OIL Base offices for Voice & data communication. Bidder to ensure exclusive availability of the 02mbps bandwidth for OIL applications other than internet connectivity. 16. A bandwidth of 10mbps to be provided for all OIL applications and other requirements	Data Bandwidth: Online Data communication shall cater to the need of drilling surface /subsurface data like Rig Instrumentation data, well logging, Mud Logging and MWD/LWD data transmission, SAP, Web-ice, RTDMA (Real Time Data Management and Analytics) data, E-mail and Intranet applications, for which required bandwidth 10 4mbps shall be provided by the Bidder. Internet connections should be provided separately and not to be provided on the network providing 10 4mbps Bandwidth exclusively for other OIL applications. Minimum Eight 8 or more port RJ-45 LAN network to be established at Rig and each OIL Base offices for Voice & data communication. Bidder to ensure exclusive availability of the 02mbps bandwidth for OIL applications other than internet connectivity. A bandwidth of 10 4mbps to be provided for all OIL applications and other requirements Request the proposed changes since the bandwidth requirement of 10 Mbps seems excessive. Alternately, bidder can provide additional bandwidth beyond 4 mbps for which bidder can quote per mbps cost in the	Agreed for 6 mbps. Tender amendment to be published.
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			bid and OIL can request Bidder to provide the required bandwidth depending upon the operational needs.	
102	19	Bidder should ensure that video conferencing facility is available between, Rig floor and OIL Offices at Kakinada/ Bhubaneswar/Duliajan/Delhi.	The clause reads as below Bidder should ensure that video conferencing facility is available between, Rig floor and OIL Offices at Kakinada / Bhubaneswar / Duliajan / Delhi. Kindly clarify that VC through Microsoft Teams is acceptable to OIL which provides Hi-quality audio video connectivity	Agreed.
Part 3 : Section II: Terms of Reference/Technical Specifications/Scope of Work Appendix 1 Exhibit 5				
103	Exhibit 5 – ADCP Current Measurement	Exhibit 5 – ADCP Current Measurement	Please delete this scope in entirety Bidder can provide an independent over the side current meter for measurement of near surface currents. This current meter coupled with ROV current meter can provide the required information	Not agreed. Tender condition applies.
Appendix -2 Exhibit A - Technical Specification				
104	1.1st Bullet- Type, details of Rig	Bidder to provide the updated and latest Class Survey report.	Please revise as indicated below: Bidder to provide the updated and latest class Survey report Certificates	Class certificate with annual endorsement. Tender

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			Bidder is submitting the valid Class Certificates as per the standard industry practice. Further Bidder is providing the third-party inspection report.	amendments to be published.																		
105			Please revise as indicated below	Surface Current for survival condition will be modified to 3 kts and for operating condition will be modified to 2.5 kts. Tender amendments to be published.																		
			<table><tr><td>Parameter</td><td>Survival Condition (Min)</td><td>Operating Condition (Min)</td></tr><tr><td>Wind Speed 3sec. (knots)</td><td>100</td><td>50</td></tr><tr><td>W/sp. 1 min. mean (knots)</td><td>100</td><td>40</td></tr><tr><td>Wave Height (m)</td><td>15 12</td><td>6</td></tr><tr><td>Wave Period (s)</td><td>12</td><td>9</td></tr><tr><td>Wave Crest</td><td>12</td><td>6</td></tr></table>		Parameter	Survival Condition (Min)	Operating Condition (Min)	Wind Speed 3sec. (knots)	100	50	W/sp. 1 min. mean (knots)	100	40	Wave Height (m)	15 12	6	Wave Period (s)	12	9	Wave Crest	12	6
			Parameter		Survival Condition (Min)	Operating Condition (Min)																
			Wind Speed 3sec. (knots)		100	50																
			W/sp. 1 min. mean (knots)		100	40																
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			Wave Period (s)		12	9																
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			<table><tr><td>Height (m)</td><td></td><td></td></tr><tr><td>Surface Current (kts)</td><td>3.5</td><td>≥ 2.5</td></tr></table> Request Wave Height as 12 meter & surface currents to be 2.5 kts which itself poses a significant challenge for certain operations.	Height (m)			Surface Current (kts)	3.5	≥ 2.5	
Height (m)										
Surface Current (kts)	3.5	≥ 2.5								
106	4 (11) – Drilling Depth and Capability	11.Rig must have Drift Indicator (Totco 0-16 degree) with baffle plates and complete with wire line retrieving tool and Wire line winch for carrying out directional surveys.	Please delete the requirement in entirety. Rig must have Drift Indicator (Totco 0-16 degree) with baffle plates and complete with wire line retrieving tool and Wire line winch for carrying out directional surveys. This is an outdated technology and is not being used.	Agreed. Tender amendment to be published.						
107	5.4-Power Management and Distribution system	The engines and generators must be in condition that no OEM specified overhauls will be required during the	Please revise as indicated below: The engines and generators <u>shall be maintained</u> must be in condition	Agreed. Tender amendment to be published.						

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		contract term. Bidder to submit documentary evidence.	that no and overhauled as per OEM specified <u>frequency when due overhauls will be required during the contract term. However, Contractor shall ensure that adequate power is available during such times meeting the operational requirements. Bidder to submit documentary evidence</u> It is an industry practice to overhaul the engines at OEM specified frequency when it is due without affecting the operations.	
108	7.Para 1 Accommodation	Accommodation (daily basis): The Bidder shall provide Air-conditioned accommodation for minimum 45 OIL and OIL service personnel in addition to the minimum crew as per Appendix-5. The Bidder shall provide free food and lodging for 25 OIL and OIL service personnel and on chargeable basis for excess thereof.	Please revise as indicated below: The Bidder shall provide Air-conditioned accommodation for minimum 45 OIL and OIL service personnel in addition to the minimum crew as per Appendix-5. The Bidder shall provide free food and lodging for 25 OIL and OIL service personnel and on chargeable basis for excess thereof In line with the ongoing practice with other PSUs in the E&P sector in India.	Not agreed. Tender condition applies.
109	10.b-Mud Processing system	b) Mud Cleaner: Additionally, “One Mud Cleaner System” comprising of a shaker fitted with a Desander with at least two 12” hydro cyclone assemblies and Desilter with at least sixteen 4” hydro	Please revise as indicated below: Mud Cleaner: Additionally, “One Mud Cleaner System” comprising of a shaker fitted with a Desander with at least two 12” hydro cyclone	Refer to tender amendment

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		cyclone assemblies with a minimum capacity of 1000 GPM	assemblies and Desilter with at least sixteen 4" hydro cyclone assemblies with a minimum capacity of 1000 GPM. <u>• However, where five or more shakers meeting tendered specifications are installed, the absence of a dedicated mud cleaner can be accepted.</u> Mud cleaner system is not required when rig is equipped with effective solid control system comprising of 5 or more shakers.	
110	12 (2)	Rig must be equipped with Casing Stabbing arrangements with all safety measures.	Please delete the requirement in entirety Rig must be equipped with Casing Stabbing arrangements with all safety measures. The casing up to 13-5/8" are run in stands using Hydra-racker. Bigger casing sizes are run in singles using the elevators.	Agreed. Tender amendment to be published.
111	14(10),(14), (18) & (23)- BOP	10) Maintenance of BOP equipment is the responsibility of the Bidder at its cost. BOP repairs should be Conducted to API Std 16AR Standard for Repair and Remanufacture of Drill-through Equipment, Latest Edition, Includes Errata 1 (2017)	Please revise as indicated below: 10)Maintenance of BOP equipment is the responsibility of the Bidder at its cost. BOP repairs should be Conducted to API Std 16AR Standard for Repair and Remanufacture of Drill-through Equipment, Latest Edition,	For BOP Control system and BOP Control Pods, statement of fact by OEM/CEM or OEM/CEM authorized entity

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		14) If BOP control system is older than 5 years, then the same should be re certified and the certification should be valid throughout the entire period of contract. Bidder to submit copy of recertification from OEM and OEM authorized facilities offered at the time of third-party inspection by OIL nominated third party inspection agency. 18) Riser must have provision of minimum 3 lines for Choke, Kill, and Booster lines (4" ID). Choke, kill lines must have minimum 3" ID and with rated working pressure to match BOP stack. The equipment must meet the requirement of latest API 22) The Rig provides Methanol and Glycol to prevent hydrate formation on BOP. 23) In case both the rigs are awarded to same bidder then successful bidder should mobilise 1(one) additional BOP stack amongst 2 Rigs at no extra cost to OIL as per mutually agreed schedule.	Includes Errata 1 (2017), applicable on the date of overhaul/repair 14)If BOP control system pods is older than 5 years then the same should be re-certified and the certification should be valid throughout the entire period of contract. Bidder to submit copy of recertification for BOP control pods from OEM and OEM authorised facilities offered at the time of third party inspection by OIL nominated third party inspection agency. Rest of the BOP control system shall be inspected by the OEM as per the OEM norms and a Statement of Fact shall be provided. 18)Riser must have provision of minimum 3 lines for Choke, Kill, and Booster lines(4" ID). Choke, Kill lines must have minimum 3" ID and with rated working pressure to match BOP stack. The equipment must meet the requirement of latest relevant API. 22)The Rig provides Methanol and Glycol to prevent hydrate formation on BOP. 23)In case both the rigs are awarded to the same bidder then successful bidder should mobilise 1(one) additional BOP stack amongst 2 Rigs	will also be acceptable. Tender Amendment to be published.
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			at no extra cost to OIL as per mutually agreed schedule Reasonable request The subsea BOP control systems except for the pods cannot be removed from the rig and sent to the workshops for certification. The industry practice on floaters is to carry out inspection by OEM and a Statement of Fact is issued post such inspection. The API standard applicable at the time of manufacturing should be relevant. These are typically provided by the Operator. Mobilizing additional BOP is not feasible.	
112	15 (2) & (13) – Marine Riser and Riser Tensioner System	2) Marine Drilling Riser System shall meet the requirements of latest edition of API RP-16Q - Design, Selection, Operation, Maintenance and Certification of Marine Drilling Riser Systems 13) Bidder to provide documentary evidence that the compensation system is adequate for the water depth mentioned and other	Please revise as indicated below: 2) Marine Drilling Riser System shall meet the requirements of latest relevant edition of API RP-16Q- Design, Selection, Operation, Maintenance and Certification of Marine Drilling Riser Systems. 13) Bidder to provide documentary evidence that the compensation	2. Relevant edition of API RP-16Q Tender Amendment to be published. Bidder to provide copies of API RP-16Q and also the maintenance

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		requirement for station keeping Diverter System /riser management/others as applicable.	system is adequate for the water depth mentioned and other requirement for station keeping/ riser management/ others as applicable Design and selection are carried out as per the API standard applicable at the time of manufacturing. Request OIL to clarify what documentary evidence is required	management program for Marine Drilling Riser Systems Documentary evidence – Bidder as documentary evidence to include design basis, calculations, test/verification records and operating limits that demonstrate the compensator can handle the required stroke, load, and motion at the specified water depth of 3000m. It must support the marine drilling riser system at the specified water depth, vessel motions, and metocean conditions. The evidence should therefore show
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				that the compensation capacity, stroke, and load range remain suitable when the riser is extended to the intended depth and when the ship heaves and moves.
113	Sl. No. 18 – Casing & Tubular Management System	Casing and Tubular management system	Please delete the requirement in entirety The casing handling equipment requirement is excessive and is typically in the scope of Casing service providers contracted by the Operator. We believe this is more efficient.	Not agreed. Tender condition applies.
114	Sl. No. 19- Fishing Tools	Fishing Tools	Please revise as indicated below: The rig must be equipped with fishing tools to enable fishing of all Bidder provided drilling tools and tubulars, plus Operator provided casing, such as Overshot, Junk Subs, Reverse Circulating Junk baskets, Junk Mills, Taper Mills, Magnets, Impression Blocks, Safety Joints, Fishing Jars, Jar Intensifiers, etc All fishing tools for Operator provided casing to be provided by Operator or Operator's third party	Agreed. Tender Amendment to be published.

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115	Sl. No. 20 (1), (7), (8)– Drill String & accessories	Drill String & accessories	Please revise as indicated below: 1.Main Drill Pipe string: 5.1/2” x 21.9 or 24.7 lb/ft x S135- 8000 meters 7000 meters or 5.7/8 x 26.4 or 28.67 lb/ft x S135- 8000 meters 7000 meters or One full combination string of 5.1/2”x 21.9 or 24.7lb/ftx S135 and 5.7/8 x 26.4 or 28.67 lb/ft x S135- 8000 meters 7000 meters 3.1/2” x 15.5 ppf x S-135- 2500 1500 meters 5-7/8 X 46,29 ppf or 5-1/2 X 48 or 55 ppf- 45 30 joints 3-1/2” X 26.7 ppf- 30 18 joints 7.Minimum three two Drilling Jars and Bumper subs each for 8” and 6. ½ “ sizes, having compatible connections to the Bidder provided tubulars. 8.Please delete the requirement of hole openers Proposed quantity is commensurate with the tender specified water depth/well depth.	Not agreed. Tender condition applies.
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			Two sets provide adequate redundancy. Request this equipment be provided by Operator's Third Party. Kindly clarify if Range III pipes would be acceptable.	
116	25, Last para Helideck & Helicopter Re fueling system,	Rig should have helicopter re-fueling system, approved by DGCA with adequate safety devices	Please delete the requirement in entirety Rig should have helicopter re-fueling system, approved by DGCA with adequate safety devices Due to ambiguity in the licensing requirements, we request deletion of helicopter refueling system.	Agreed. Tender amendment to be published.
117	Sl. No. 26(2) – Safety, Fire Fighting and Life Saving Equipment	Drilling Unit must be equipped with Early Kick Detection equipment to detect Combustible and Sour gases as per international practices.	Please delete the requirement in entirety Drilling Unit must be equipped with Early Kick Detection equipment to detect Combustible and Sour gases as per international practices. Early kick detection equipment is a specialized tool	Agreed. Tender amendment to be published.
118	Sl.No.32. 10-Miscellaneous	Bidder should have reverse circulating jetting tools for cleaning of ram cavities in BOP and well head area to trap debris during well testing / subsea well completions.	Please revise as indicated below: Bidder should have reverse circulating jetting tools for cleaning of ram cavities in BOP and well head	Agreed. Tender amendment to be published.

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			area to trap debris during well testing / subsea well completions Generally, only jetting tools are used for cleaning of ram cavities in BOP	
119	SI.No. 33.(1) & (3) General	1. All Rig Equipment such as Draw works, Mud Pumps, Main Generator Sets, Main Engines etc. must be in perfect working condition and must be capable of operating at full-rated capacity. 3. The Drilling Unit must be capable of always accommodating onboard marine riser and all of the Bidder's provided tubulars and handling tools during the Contract period	Please revise as indicated below: 1) All Rig Equipment such as Draw-works, Mud Pumps, Main Generator Sets, Main Engines etc. must be in perfect-good working condition and must be capable of operating at full-rated 90 % capacity. The requirement in Point No. 3 states the following: 3) The Drilling Unit must be capable of always accommodating onboard marine riser and all of the Bidder's provided tubulars and handling tools during Contract period This is the typical limit to which this equipment operates most of the times considering the safety margins. Bidder requests clarification that if any of OIL/OIL 3rd party equipment occupies space where rig equipment is stored, then this requirement shall not be applicable.	Not agreed. Tender condition applies.

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120	Table related to API standards	Drilling Unit must be compliant with, but not limited to, the applicable API standards as follows:	Please revise as indicated below: Where relevant, Drilling Unit must be compliant with, but not limited to applicable API standards as follows applicable at the time of construction of the Drilling Unit & its equipment: The rig complies with the standards applicable at the time of construction	Okay
Appendix-2 Exhibit-B Technical Specification of ROV and Associated Equipment				
121	6-Left hand Manipulator		Request OIL to provide the details of "Left hand Manipulator" which are missing from the Tech Specs of ROV system	Tender amendment to be published.
122	7-Television System		Request OIL to provide the details of "Television system" which are missing from the Tech Specs of ROV system	Tender amendment to be published.
Part 2 - Bid Evaluation Criteria				
123	7.3 Quality Data Validation Sheet		SI. No. 1) Drilling Productive Time of Drillship in water depths up to 1500m with regard to the supporting documents it would not be practical to provide multiple certified monthly timesheets of another Operator due to Confidentiality limitations. Instead, we propose a Snapshot of the NPT taken from an Online centralized database of Contractor duly certified by the TPIA. SI. No. 2) Drilling Rig Performance Data Similar to our proposal above, we propose a Snapshot of the	1) Client certified monthly time sheets or system generated reports covering theTender amendment to be published. 2) Client certified inhouse key performance tracking software outputs or system generated

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			Performance data taken from an Online centralized database of Contractor duly certified by the TPIA. SI. No. 3) Condition Based Monitoring/ Predictive Maintenance Capability This information will not be available in the relevant equipment manuals as these sensors are installed as “add ons” we suggest onboard verification by the rig TPI agency (from the pool nominated in the OIL tender document) should be considered as the supporting evidence SI. No. 10) Availability of Power Management Systems including back up We request OIL to kindly clarify this requirement.	reports...Tender amendment to be published 3) Clarified 10) Clarified.
124	9.0 – Customs Duty, Para 4	Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the bidder.	Please delete this clause in entirety. Bidders are required to submit the list of items with Essentiality Certificate application mentioning the CIF value of each shipment which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificates for availing concessional rate of Customs	Not agreed. Tender condition applies.

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			Duty shall be issued by OIL only for the eligible list of items mentioning the CIF value of shipment is, provided the same are included in the Proforma A submitted by the bidder. It would be difficult for the bidder to provide the list of items which are to be imported for execution of the contract during the bidding stage, as the list may vary based on the operational need nearer to the mobilization of the rig post award of contract.	
125	9.0 – Customs Duty, Note: (c)	OIL will allow block transfers and issue Essentiality Certificate against applications only when Transferor and Transferee are the same.	Please revise as indicated below: OIL will allow block transfers and issue Essentiality Certificate against applications only when Transferor and Transferee are the same. <u>However, upon completion of the Contract, Company shall issue the required No Objection Certificate (NOC) for transfer of the Rig, equipment, spares and consumables to another operator in India as permitted under the customs procedures.</u> The customs procedure allow block transfer from one Operator to another without requiring the Rig, equipment, spares and consumables to be re exported.	OK

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126	B. 4.0 Financial Evaluation Criteria Sl. (iv)	A certificate from the statutory Auditor of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.	Please revise as indicated below: A certificate from the statutory Auditor Director of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned. The statutory auditors have been refusing to issue such certificates.	Tender amendment to be published.
127	7.5 - Priced Bid Evaluation Criteria	• P = Price of diesel per KL intimated by OIL.	• P = Price of diesel per KL intimated by OIL. Request OIL to kindly issue the price of Diesel both in USD & INR, for bid evaluation purpose along with the Pre bid clarification	As per tender
Appendix-3 SOR				
128	A.6 and A.7	A.6 Glycol and Methanol to prevent hydrate formation (In case hydrate is formed due to malfunction of rig Bidder's equipment or due to improper operation / negligence by rig Bidder) A.7 Prevention of Hydrate Formation around BOP / Well Head / X-mass Tree area.	Please revise as indicated below: A.6) Glycol and Methanol to prevent hydrate formation (In case hydrate is formed due to malfunction of rig bidder's equipment or due to improper operation / negligence by rig bidder)	To be provided by Contractor at Company's cost. Refer Tender Amendment

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			Further, Please change the responsibility allocation to “Provided by Company” “At cost of Company” A.7) Please change the responsibility allocation to “Provided by Company” “At cost of Company” The Hydrate formation can be due to several reasons. We request company to provide Glycol and Methanol	
129	D.1	Drilling rig and equipment, complete with accommodation facilities.	Please revise as indicated below: Drilling rig and equipment, complete with accommodation facilities <u>as specified in the Contract</u> For clarity.	OK
130	D.6	Spare rams for each of the Bidder’s ram BOPS	Please revise as indicated below: Spare rams for each of the Bidder’s provided ram BOPS required under the Contract For clarity	Not agreed. Tender condition applies.
131	F.10 and 11	F.10 - Drilling tools F.11 – Fishing Tools	Please revise as indicated below: F.10) Drilling tools as specified in the Contract F.11) Fishing Tools as specified in the Contract For clarity	OK

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132	F.12	ADCP Current Measurement, per list in Appendix 1, Exhibit 6	Please delete this requirement for ADCP In line with our earlier request	Not agreed. Tender condition applies.
133	F.14	Medical Evacuation Services	Please revise as indicated below: Medical Evacuation Services <u>excluding medevac transportation from rig for Contractor's Personnel</u> Medical evacuation using helicopters is Company's responsibility. Further Contractor will arrange on ground medical support for its own personnel	Refer to clarification provided elsewhere.
134	I.15	King posts, boom mounts for burner boom installation on both port and starboard sides	Please revise as indicated below: King posts, boom mounts for burner boom installation either on both port and or starboard sides. In line with technical specification in the tender	Already mentioned in the tender Refer to the note (page no 168)
135	I.16	Catering including meals, accommodation for 45 Numbers of Company and Company's third-party personnel. Bidder should provide standard food & services as per industry practice for all its own & its sub-Bidder's personnel including Company's Personnel and service providers deployed by the Company	Please change the responsibility allocation to "Provided by Contractor" "At cost of Company" In line with our earlier request	Not agreed. Tender condition applies.
136	I.19	Assist during oil spill	Please revise as indicated below:	Noted (Tier-I response)

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			Assist during oil spill within the normal compliment of Contractors Personnel and equipment available onboard. The current wording without our suggested changes is open ended.	
Appendix-5 List of Personnel (Crew)				
137	Notes below List of Personnel Crew	Drilling Superintendent, Tool Pusher, Tour Pusher, Subsea Engineer, Driller and Assistant Driller must possess valid well control certificate of either IADC Well CAP or IWCF of respective level, First Aid Ticket / H2S ticket.	The clause reads as follows: • Drilling Superintendent, Tool Pusher, Tour Pusher, Subsea Engineer, Driller and Assistant Driller must possess valid well control certificate of either IADC Well CAP or IWCF of respective level, First Aid Ticket / H2S ticket. Request Oil to clarify the requirement of First Aid Ticket separately as this is already a part of STCW training undertaken by any crew.	To be complied
138	Notes below List of Personnel Crew	HSE Manager and Safety Officer should have valid NEBOSH (National Examination Board in Occupational Safety and Health) International Technical Certificate in Oil and Gas Operational Safety/ NEBOSH HSE Certificate in Process Safety Management.	Please revise as indicated below: d)HSE Manager and Safety Officer should have valid NEBOSH (National Examination Board in Occupational Safety and Health) International Technical Certificate in Oil and Gas Operational Safety/ NEBOSH HSE Certificate in Process Safety Management.	Not agreed. Tender condition applies.

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			This is an advanced training required for crew involved in process management in oil & gas operation and may not be so relevant for drilling operations	
139	2.a	All the crew members including catering personnel must have undergone Personal Survival Training (PST), Fire Prevention and Fire Fighting (FPFF) Training/Basic Fire Fighting Training (BFF), Elementary first Aid and Helicopter Underwater Escape Training (HUET). No personnel are allowed to go on offshore rigs without carrying out the above training.	The clause reads as follows: All the crew members including catering personnel must have undergone Personal Survival Training (PST), Fire Prevention and Fire Fighting (FPFF) Training/Basic Fire Fighting Training (BFF), Elementary first Aid and Helicopter Underwater Escape Training (HUET). No personnel are allowed to go on offshore rigs without carrying out the above training. Request OIL to clarify if BOSEIT would be acceptable towards training requirement of crew as BOSEIT covers all the trainings mentioned in the clause.	Agreed. Tender amendment to be published.
Appendix-8 HSE Questionnaire & Appendix C –ESG Questionnaire for Vendors & Suppliers				
140	Section 9 of Appendix 8 and Appendix C	Carbon Footprint Questionnaire	Please delete the requirement related to Carbon Footprint questionnaire and ESG questionnaire These provisions are not applicable to MODU Rigs as per IMO requirement	As per tender
General				

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141			With reference to the Bid Submission Date, Bidder requests at least 4 weeks to be allowed from the date of issuance of final Prebid Replies.	Noted
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Vendor-5

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S. No.	Clause No. & Description	Existing Clause	Change / Modification Proposed by Bidder	OIL's Response
NOTICE INVITING TENDERS				
1	c) Bid Closing Date & Time	08.07.2026 (however, for any updates, bidder(s) must refer to OIL's e-procurement portal)	We request to submit that the closing date needs to be a function of time after OIL response to the pre-bid enquiries has been issued. Tenderer requests for 6 weeks' time to complete Third party inspections, update the third-party costs and timelines for the services included in this bid. This will allow for a better-informed bid to be submitted for the proposed requirement.	Noted. Sufficient time will be provided for submission of bids after pre-bid queries response from the company is published.
2	k) Firm Duration of deployment of each Drillship (Phase-1)	2 (two) years from commencement date of service, extendable up to 1 (one) year at same rates, terms and conditions....	Tenderer would like to clarify if the contract duration calculations for this tender would be 2 years or 3 years.	It is clarified that firm contract duration for each rig is 2 years with an option to extend the term by one more year at same rates, terms and conditions for this tender.

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3	m) Bid Security / EMD Validity	195 days from Original Bid Closing Date for the purpose of bid submission. However, the bid security must remain valid for a period of 45 (forty-five) days beyond the bid validity period.	There needs to be reciprocal burdens on Company to prevent the bonds not being released promptly on conclusion of each respective tender, not just the end of the validity period. Tenderer's bond shall be released no later than 7 days either after confirmation their bid was not successful, or no later than 7 days after company has received the Performance Security.	Bid Securities shall be valid as per tender. Company will release the same as per clause Nos. 9.14 and 9.15 in page 16 of tender
4	o) Amount of Performance Security	Contract for Category-1 Drillship: 5% of total estimated contract value. Contract for Category-2 Drillship: 5% of total estimated contract value. To be furnished within 30 days from the date of notification of the award.	5% of full contract value for a 2-year firm contract duration is an extremely high cost for performance security. It is a prohibitive financial burden on the contractor. We request OIL to reconsider to change the amount to 5% of annualised contract value for performance security. Additionally, banks can be slow to process	As per tender. 30 days' time is sufficient to obtain PBG

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			guarantees, therefore we would like an additional 15 days to ensure compliance.	
PART-1 INSTRUCTIONS TO BIDDERS				
5	9.0 Bid Security:	9.3 Alternately Bid Security can also be paid through Insurance Surety Bond (format enclosed as PROFORMA-S)/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/ Online Payment through OIL's e-portal/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.	Company to provide the designated USD account for electronic fund transfer mode.	OIL doesn't have USD account. So the EMD to be received in INR account. Same INR amount to be converted to USD at the time of refund. Any exchange variations to be borne by the Bidder.
6	27.0 Performance security:	This Performance Security must be valid for 03 (three) months after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.	Clarification: If options are included in the contract, the security will be calculated based on firm period only and duration will be based on the firm period only.	Not acceptable
PART-2 BID EVALUATION CRITERIA (BEC)				
7	A. TECHNICAL EVALUATION CRITERIA: 7.0 Identification of Drilling Unit	(a) All the bidders are required to clearly identify the Drilling Unit(s) at the time of submission of un-priced bid with documentary proof thereof in the form of Registration Certificate so that the same Drilling Unit is not offered by more than one bidder. Bidder to ensure that the same	Request Company to allow for bidding in both categories with the same rig as the technical specifications & QCBS parameters are the same.	Not acceptable Tender condition applies.

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		Drilling Unit is not offered by them in more than one category (if applicable) in this tender.	The rigs should be removed from consideration in the second category only if it wins the tender for Category I. Company to not consider bids for category 1 winning rigs for Category II scope. Added comment for clarity.	
8	D. PRICE EVALUATION CRITERIA:	Bidders may offer one or more than one Drillships (Main/Alternate(s)) in each category. However, Bidders cannot Offer / quote for same Drillship under both the Categories.	Request Company to allow for bidding in both categories with the same rig as the technical specifications & QCBS parameters are the same. The rigs should be removed from consideration in the second category only if it wins the tender for Category I, which is planned to be awarded first.	Not acceptable Tender condition applies.
9	2.2 Eligibility Criteria in case bids are submitted based on technical experience of another company	In that case, as the bidding company is dependent upon the technical experience of another company, with a view to ensure commitment and involvement of the companies involved for successful execution of	Bidder rejects the necessity for this requirement. A Drilling Contractor has multiple entities within its	Not acceptable Tender condition applies.

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	(supporting company) which holds more than 50% (fifty percent) of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries, or vice versa:	the contract, the participating bidder should enclose the following Agreements / Guarantees / Undertakings along with the techno-commercial bid: (i) An Agreement (as per format enclosed at Appendix A-1) between the bidder and the supporting company. (ii) Guarantee (as per format enclosed at Appendix A-2) by the supporting company to Oil India Limited for fulfilling the obligation under the Agreement. (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix A-3), equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of performance security amount to be submitted by the bidder and additional performance security amount required to be submitted by the supporting company subject to the condition that supporting	corporate structure with a collective experience throughout each of them. Where a bidding entity is relying on a parent for anything, that should not entitle Company to an additional 50% performance security, it is prohibitive and serves no purpose other than to gouge the Contractor. Company at the end of the day is employing a drilling contractor with its collective corporate management and safety systems and support to perform the drilling function and support service, not just the entity contracted.	
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		company have more than 50% paid up equity share capital of the bidder either directly or through intermediate subsidiaries, or vice versa.		
10	2.4 Eligibility Criteria in case bid is submitted based on Technical Experience of Sister Subsidiary/Co-Subsidiary Company:	Note: In case of Clauses 2.3 & 2.4 above, bidders shall submit the following additional documents: a) Undertaking by the subsidiary / parent / sister company to provide a Performance Security (as per format and instructions enclosed vide PROFORMA-Q), equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the bidding company is the successful bidder. b) In cases where subsidiary / parent companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 50% of the value of the Performance Security which is to be submitted by the subsidiary / parent / sister company. In such case bidding company shall furnish an undertaking that their subsidiary / parent / sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.	Bidder requests to delete this clause	Not acceptable Tender condition applies.

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		c) Undertaking from the subsidiary / parent / sister company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by them shall also be invoked by OIL INDIA LIMITED due to non- performance of the contractor. Note: In case Supporting Company which supports the bidding company fails to submit Bank Guarantee as per (a) or (b) above, EMD/Bid Security submitted by the bidder shall be forfeited.		
PART- 3 FRAMEWORK AGREEMENT				
11	Whereas	WHEREAS, Contractor is legal owner of Drillship "-----" (hereinafter referred to as 'Drilling Unit') and engaged themselves in the business of conducting drilling operations in ultra deep waters and represents that they have adequate resources, equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith by deploying their Drilling Unit _____ with Associated Services and crew on turnkey basis in accordance with this Framework Agreement.	For clarity. Contractor is not the owners of the unit and will lease, directly and/or indirectly, the unit from the registered owners.	Noted.

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12	6.0 RIG DEPLOYMENT SCHEDULE / ACTIVITIES	Phase 2 – Optional Appraisal /Development Period – Years # 4 to 7	The proposed scope is not clear for contractor availability, mobilization responsibility and mobilization and demobilization charges. The price format does not allow for any changes for Phase -2 and the rig cannot remain in India without an active contract and will require to depart from Indian waters. In addition, no definite timeline for phase-2 is provided. A budgetary evaluation for this phase is not possible.	The Phase -2 is nonbinding on parties. Any Work under this Phase will be with mutual agreement as per fluctuating rate mechanism, discovered mobilization and demobilization charges. Other terms and conditions prescribed in the Framework Agreement can be mutually agreed upon.
13	6.0 RIG DEPLOYMENT SCHEDULE / ACTIVITIES	Contractor is at liberty to deploy their Drillship with other operators in India or abroad during Phase2 period of Framework Agreement. During idle time in between contracts, the Contractor has flexibility to deploy their Drillship to Company by giving 12 months' prior notice as under- • Contractor provides rig readiness 12 months before spud date • Company confirms location availability and mobilization timeline. However, Company has the right to not accept Contractor's Rig availability Notice at all or seek changes in Contractor's schedule depending on its	Contractor requests for following clarifications: - Request Company to provide contractor similar notice time for extension in phase -1 as mentioned for responsibility of contractor. - Contractor's mobilisation timeline is to be	Phase-1 program is firm and binding and no changes in this Phase acceptable

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		forward drilling program without involving any penalty. • Work Order issued by Company with agreement by Parties	accepted in good faith and an agreement to be sought for benefit of both parties without prejudice and potential of damages. Contractor shall have no liability whatsoever if the Contractor's schedule is not accepted by Company and the Contract term is not extended.	
14	6.0 RIG DEPLOYMENT SCHEDULE / ACTIVITIES	6.1 Any number of interim mobilizations / demobilizations may take place within this flexible period (Phase 2) of the Agreement depending on rig and location availability. However, a Notice issued by Company/Contractor to the other should cover sufficiently adequate time for rig mobilization and contemplated drilling activities during the leftover period of the Framework Agreement as on the Notice date.	Company to clarify "Any number of interim mobilizations / demobilizations may take place within this flexible period (Phase 2) of the Agreement". If the rig is expected to transition multiple times between active and stand-by modes, a detailed review of the financial and personnel implications are to be evaluated.	Provision kept in Framework Agreement for ease of operation. In practice, there could be only one mob and demob in the Phase-2.
15	7.0 RATE STRUCTURE AND COSTS 7.1 Day Rates:	Fluctuating Day Rates for Drilling Unit only as per mechanism detailed under Clause 8.0 below shall apply after completion of Phase -1 firm program.....	The fluctuating day-rate formula assumes only a single variable impact on day rate of offered MODU, this is too limited in scope	The Phase -2 is nonbinding on parties. Any Work under this Phase will be with mutual agreement as per

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			and cannot be accepted for a long duration contract. Importantly, the applicable day rate is only applicable multiple years in the future which cannot be predicted. A day rate model can be evaluated, however, it is prudent to both parties for a renewed price negotiation to be scheduled for phase-2 of the program.	fluctuating rate mechanism, discovered mobilization and demobilization charges. Other terms and conditions prescribed in the Framework Agreement can be mutually agreed upon.
16	7.0 RATE STRUCTURE AND COSTS 7.1 Day Rates:	There shall be no change in rates for call out MPD services mentioned in Rate Schedule throughout the Framework Agreement period of 7 years.	DELETED TERMS MPD services (equipment and personnel) are currently in high demand and the change in pricing is a challenge to budget for a year in advance as availability of suitable equipment cannot be confirmed. Thus, we cannot accept fixed pricing for MPD services which are already structured in a penalising way to the contractor.	Operating day rates of MPD in phase-2 to be mutually agreed upon. Tender amendments to be published.

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PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC)				
17	12.4 Goods and Services Tax:	12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder.[IS10.1][I(10.2] In case of any variation in the executed quantities (If directed and/or certified by the In Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.	Full GST needs to be reimbursed We do not anticipate this to apply, but OIL to confirm that this does not apply, because 12.4.2 applies	No change. The bidder if quotes a lower rate of GST, he has to be evaluated as per that quote to arrive at the Total Bid value. Hence its binding on him to get that rate only, even if the actual rate is higher.
18	12.4 Goods and Services Tax:	12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to OIL's account and any decrease in the rate GST shall be passed on to the OIL.	Contractor is under statutory obligation to charge GST as per applicable rate. This is related to change of law. there needs to be a clear application of the protection in priority to this clause. GST related to day rate cannot ever be CONTRACTOR's cost. OIL to confirm that this clause does not apply because 12.4.7 applies	No Change. The clause is applicable only for the supplies/services provided beyond the contract period. If company wishes any service after the period of contract, necessarily the period will be extended accordingly.
19	27.0 REMUNERATION	27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY	a) The contractor being an offshore operator	No change. As per the merit of the case, it will be dealt

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	AND TERMS OF PAYMENT:	accompanied by the following documents from the CONTRACTOR: a) Audited account up to completion of the Contract. b) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR. c) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any. Any other documents as required by applicable Indian Laws.	avails special exemption and is not required to prepare financial statements b) Timing of tax audit is not within Contractor's control	in accordance with this provision.
20	27.0 REMUNERATION AND TERMS OF PAYMENT:	27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 30 days following the date of receipt of undisputed invoices by COMPANY.	Shorten the payment period of mobilization from 45 days to 30 days.	As per tender

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21	30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:	d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.	Not acceptable GST is charged as per applicable rate in addition to LD.	GST on LD is not applicable as per prevailing norms.
22	1.1 Applicability	Please delete “and/or BEC BRC”.	Any changes from BEC not regulated in the Contract shall be captured in such document prior to execution. For consistency and clarity	No change
23	1.2.29 – Gross negligence	Please replace “unjustifiable” with “wanton”.	Unjustifiable” is broad and subjective, while “wanton” sets a clearer and higher threshold, limited to deliberate or reckless misconduct. This is consistent with industry practices.	No change
24	3.2 Changes Program	Please clarify that changes shall be binding if within Rig and crew capabilities.	For clarity	Only within Rig’s capability
25	4.2 Date of Commencement of Operations	Certification by the Company’s representative shall not be unduly withheld of delayed. Please amend accordingly	For clarity	No change
26	6.3 General Obligation of Contractor	Please delete “or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work”	Requirements shall be clearly set forth in the agreement.	No change

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27	6.6 General Obligation of Contractor	Contractor relies on information and surveys provided by Company. Contractor shall not have any liability whatsoever for inaccurate or incomplete information provided by Company under the Contract.	Clarification and to be amended accordingly	No change
28	8.2 (a)	Please add at the end “provided that such representative shall not have authority to amend, vary, waive, or release any term, condition, obligation, or right under the Contract unless expressly authorised in writing in accordance with the Contract.”	For clarity	No change
29	10 – Performance Guarantee	Please clarify Contractor has the right to replace the Performance Guarantee during the term of Contract. Such replacement shall be in accordance with the terms of the Contract. Please amend accordingly.	Clarification.	Can be changed. However, the old PBG will be returned only after receipt of confirmation from the Bank regarding the new PPG.
30	11 – Singing of the Contract	Please add: “The Guarantee may only be invoked for breaches or delays solely attributable to the CONTRACTOR. Delays or defaults caused by the COMPANY shall not constitute grounds for invoking the Guarantee.”	Clarification. Contractor cannot be held responsible for delay attributable to Company	No change
31	14 (a) – Insurance	Please confirm that by all risks insurance COMPANY will accept P&I coverage which is consistent with International Standard Practices.	Clarification	As long as the P&I taken by bidder satisfies the requirement under this clause, it is acceptable.
32	14 .5 – Insurance	Please add at the end: "The insurers hereby waive their rights of subrogation against Oil India Limited or any	Aligning with terms of clause 14.4 of the Contract.	No change.

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		of their employees or their affiliates and assignees to the extent of the liabilities assumed by Contractor under this Contract "		
33	14.6 Loss Payee Clause	Please delete	Underwriters' requirement	No change.
34	14.7 Additional Insurance	Please note that Company will be named as protective co-assured.	Underwriters' requirement	No change.
35	14.10 – Insurance	Please delete	Contractor will provide certificate of insurance but cannot disclose policy which will contain information related to Contractor's fleet.	No change. In lieu of the policy, necessary and requisite documents will have to be submitted by the Contractor.
36	15.5 – Liability	Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or	For clarity; to be a true knock for knock, certain person and entities are missing in COMPANY's group	No change

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		damage and any suit, claim or expense resulting there from.		
37	15.6 – Liability	Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.	As above	No change
38	15.7 Liability	The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.	As above	No change
39	15.8 – Liability	The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of	As above	No change

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		subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.		
40	16 – Limitation of Liability	a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.	Please clarify Contractor cannot be liable for Company's spread costs	No change
41	16 – Limitation of Liability	b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided	For clarity	No change

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		however that this Page 86 of 380 limitation sha		
42	19 – Risk Purchase	In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.	Please delete. COMPANY cannot take over the drilling unit.	Clause 19 (Risk Purchase) – Not applicable for this tender.
43	20 – Indemnity Agreement	20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults. 20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold	Delete in its entirety. The terms of this provision is excessive and not consistent with industry practice. It is broad and requires CONTRACTOR to indemnify COMPANY for “without limit” and regardless of negligence or fault, even “in whole or in part.” That could mean the CONTRACTOR is liable even where the claim is caused partly, or possibly mainly, by COMPANY's negligence.	No change However, Clause 20 of the General Conditions of Contract (GCC) shall be superseded by Clause 19 of the Special Conditions of Contract (SCC).

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		CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.	Third-Party liability shall be as per law.	
44	31 – Force Majeure	Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.	Basis of commercial offer	No change
45	38 – Pollution	The CONTRACTOR shall be liable for all surface and sub-surface pollution above the waterline to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.	Please clarify that the Contractor's pollution liability is limited to pollution occurring above the waterline.	As per tender clause
46	44.5 Termination for unsatisfactory performance	If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in detail	Contractor shall be given the opportunity to remedy the breach. Each breach shall be treated separately.	Refer tender amendment for modified clause.

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		the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days' notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however, CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].		
47	44.8 (Termination for delay in mobilization)	CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.	Please clarify that COMPANY will only be entitled to exercise termination rights due to delay in commencing operations after the maximum LDs has been reached. Please amend accordingly.	Refer to tender amendment under SCC
48	44.9	Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the	Please delete. This is a two-year-old contract and priced accordingly. Termination for convenience shall not be allowed or shall incur an ETF lumpsum determined	Not applicable in this tender.

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		COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract up to the date of termination.	by the bidder in addition to the payment of demobilization fees and other associated costs.	
49	45.0 TO DETERMINE THE CONTRACT:	In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.	Please clarify that Contract shall be deemed terminated after the Well is secured and all COMPANY's GROUP property and personnel are removed from the rig	As per tender Refer tender amendment for modified clause.
PART-3 SECTION-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK				
50	2. OIL INDIA LIMITED'S OBJECTIVES: (D) TENTATIVE DRILLING SCHEDULE	2 (two) years from commencement date of service, extendable up to 1 (one) year at same rates, terms and conditions.	Bidder requests for Company to clarify that only the first 2 years term shall be treated as the duration of contract under each category.	Contract duration under Phase-1 (Firm program) for each rig will be 2 (two) years from commencement date of service, extendable up to 1

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	Duration of each Drillship deployment (Phase-1)			(one) year at same rates, terms and conditions.
51	2. OIL INDIA LIMITED'S OBJECTIVES: (F) WELL DETAILS		New Query: the well details provided do not confirm if there is a possibility of shallow gas or hydrates.	It is clarified that there is no possibility of shallow gas or hydrates in the wells to be drilled in the proposed area.
52	Appendix-1 Exhibit-4 VOICE AND DATA COMMUNICATIONS	Voice and Data shall be VSAT based through C-band/ Extended C-Band through DOT authorized Indian service provider or combination of VSAT and leased lines. The Bidder shall arrange necessary equipment like Antenna, redundant RF equipment, IF equipment, Switches, Routers, Interfaces and cabling, firewalls (wherever required) at Drilling Rig end and base offices of OIL at Kakinada/ Bhubaneswar/Duliajan/Delhi. Suitable spares, modules and accessories should be maintained to ensure availability of the link. OIL shall be responsible only for providing a point of contact for LAN at Kakinada and other OIL offices.	Request OIL to confirm if KU-Band, Starlink or equivalent services Can be provided instead of C-Band. All services will be from authorized by regulatory authorities.	KU-Band is acceptable. Tender amendment to be published.
53	Appendix-1 Exhibit-4 VOICE AND DATA COMMUNICATIONS	The VSAT connectivity at drilling rig needs to be integrated with the captive network of OIL for providing voice and data applications like SAP/RTDMA/WEBICE/Intranet, and other business applications through backbone from its office at Kakinada/ Bhubaneswar/Duliajan/Delhi.	We can provide a leased line to company office, and this can carry any application provided. The efficiency of how those applications will perform depends on:	Noted. 2 mbps for office

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			- Bandwidth requested - Ability for those apps to work on a VSAT connection (latency)	
54	Appendix-1 Exhibit-4 VOICE AND DATA COMMUNICATIONS	12. Data Bandwidth: Online Data communication shall cater to the need of drilling surface /subsurface data like Rig Instrumentation data, well logging, Mud Logging and MWD/LWD data transmission, SAP, Web-ice, RTDMA (Real Time Data Management and Analytics) data, E-mail and Intranet applications, for which required bandwidth 10mbps shall be provided by the Bidder. Internet connections should be provided separately and not to be provided on the network providing 10mbps Bandwidth exclusively for other OIL applications. Minimum Eight 8 or more port RJ-45 LAN network to be established at Rig and each OIL Base offices for Voice & data communication. Bidder to ensure exclusive availability of the 02mbps bandwidth for OIL applications other than internet connectivity. 13. Voice Communication 16. A bandwidth of 10mbps to be provided for all OIL applications and other requirements	Request Company to clarify - The complete bandwidth requirement as some of the statements here are in conflict. - Company to provide the upload bandwidth requirements. - Bandwidth allocation for video share is not provided.	A bandwidth of 6mbps to be provided for all OIL applications and other requirements.
55	Appendix-1 Exhibit-4 VOICE AND DATA COMMUNICATIONS	22. Encryption mechanisms in place on technology such as VPN with firewall to ensure adequate logical separation between OIL Network and other systems/networks at the Hub. This tunnel may not be subjected to TCP acceleration.	Generally, we provide the bandwidth while VPN is added by Company (for Security Reasons and they should have control over their LAN).	To set up a VPN communication over an IPsec tunnel, it is essential to install a firewall at the remote site. This

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			Please confirm if VPN to be managed by Network provider (which type / user authentication / protocol of who approves what etc.) Alternately, bidder can provide a pipe that allows VPN and company can add own VPN device on the rig to manage company network users.	firewall will be used to establish an IPsec tunnel with the firewall available at the OIL office location. The configuration of the firewall at the OIL's end will be under the scope of the OIL Network Team, while the configuration and management of the firewall at the remote VSAT location will be the responsibility of the bidder.
56	Appendix-1 Exhibit-5 ADCP CURRENT MEASUREMENT	The Bidder is required to provide an Acoustic Doppler Current Profiler device (ADCP) to continuously measure current speed and direction in the sea water column adjacent to, or below, the Drilling Unit.	A Current meter is included in the ROV equipment (item 16 of Appendix 2- Exhibit -B). Please confirm if the rig is required to provide an additional current meter. Additionally, offered vessel is equipped with doppler sonar for weather related support.	Yes, additional current meter to be provided.

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57	Appendix-1 Exhibit-6 MPD SERVICES – ON CALL OUT BASIS		We take this opportunity to inform that MPD services are a major capital investment for both bidder and bidder's selected sub-contractor. Provision of this service on short notice (180 days) is a challenge, and we request Company to reconsider the call-out based approach. Instead Company could implement a planned program with well-defined dates and forecasted usage for equipment and personnel. MPD equipment mobilisation is subject to multiple conditions beyond the control of the contractor. Application of penalties for mobilisation of MPD gear from overseas as well as to perform required engineering is beyond the control of bidder and cannot be budgeted at this stage. Contractor is very inclined to support	Not agreed. Tender condition applies.
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			OIL operations as the rig offered will be suitably MPD ready. This is the preferred modus operandi A risk loading for such a case can be very high as MPD equipment are currently in short supply and very expensive to secure.														
Appendix-2 Exhibit-A DRILLING UNIT TECHNICAL SCOPE OF WORK AND INFORMATION TO BE PROVIDED BY BIDDER																	
58	1 Type, details of Rig	17. Survival (station keeping) & operating design parameters of rig should be:		We request OIL to change the surviving condition to max. 3kts and operating condition to 1.5kts This is based on typical hull design criteria for drillships and changes in design parameters is not possible.	The operating conditions mentioned are minimum. However, rig can operate beyond these operating conditions if weather conditions / parameters permit. Surface Current for survival condition will be modified to 3 kts and for operating condition will be modified to 2.5 kts.												
		<table><tr><td>parameters</td><td>survival condition</td><td>operating condition</td></tr><tr><td>Wind Speed 3sec. (knots)</td><td>100</td><td>50</td></tr><tr><td>W/sp. 1 min. mean (knots)</td><td>100</td><td>40</td></tr><tr><td>Wave</td><td>12</td><td>6</td></tr></table>	parameters			survival condition	operating condition	Wind Speed 3sec. (knots)	100	50	W/sp. 1 min. mean (knots)	100	40	Wave	12	6	
		parameters	survival condition			operating condition											
		Wind Speed 3sec. (knots)	100			50											
		W/sp. 1 min. mean (knots)	100			40											
Wave	12	6															

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		<table><tr><td>Height (m)</td><td></td><td></td></tr><tr><td>Wave Period (s)</td><td>12</td><td>9</td></tr><tr><td>Wave Crest Height (m)</td><td>15</td><td>6</td></tr><tr><td>Surface Current (kts)</td><td>3.5</td><td>3</td></tr></table> The operating conditions mentioned above are minimum. However, rig to operate beyond these operating conditions if weather conditions / parameters permit. Operating surface current condition for operations such as Riser & BOP running/pulling: 2 knots	Height (m)			Wave Period (s)	12	9	Wave Crest Height (m)	15	6	Surface Current (kts)	3.5	3		Tender amendments to be published.
Height (m)																
Wave Period (s)	12	9														
Wave Crest Height (m)	15	6														
Surface Current (kts)	3.5	3														
59	2 Water Depth and Rig particulars	Note: OIL can deploy the rig up to the minimum & maximum rated water depth capacity of the rig (as per Rig Operating Manual) as and when required.	Contractor request for note to be deleted as minimum and maximum limits for the water depth operating window for OIL requirements is clearly defined and any	Instead of Rig Operating Manual, it will be as per Contract Tender amendment to be published												

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			additional capability is not budgeted. Request OIL to delete the note included. We can review such cases independently with applicable changes to be dealt with as extra-contractual expense.	
60	3 Station Keeping	1.Confirm that Riser analysis shall be provided by the Bidder for each location based on riser system with 17.0 ppg of mud. Report on Riser analysis shall be certified from recognized organization of DG Shipping	For the Riser analysis report to be certified from recognized organization of DG Shipping, the well location details required from COMPANY are requested to be issued 30 days in advance. This will ensure that there is no delay in commencement of operations.	Well locations shall be provided in advance.
61	5 Power Management and Distribution system	Rig shall supply power (230 V & 440 V) to Operator's third-party equipment during exploration and development well testing operations.	Contractor can provide power for limited equipment and request the Operator's third party to include power supply provisions. This is especially applicable to equipment placed in hazardous areas as per IEC standards.	Not agreed. Rig Contractor shall have to supply power (230 V & 440 V) to operator's third-party equipment.
62	6	The rig should accommodate all Risers; Bidder's provided all tubular & handling	The statement does not allow for optimal usage of	Not agreed.

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	1. Variable Deck Load and Draft	tools/equipment/ other material all the time on board during the Contract period. The rig should be capable to accommodate Company's and Company's service provider equipment/tubulars & handling tools/other material on board the rig without compromising variable load criteria.	rig space with an expectation to load the rig with all equipment without addressing removal of non-essential equipment. Added statement for clarity.	OIL tender clearly states that the rig should be capable to accommodate Company's and Company's service provider equipment/tubulars & handling tools/other material on board the rig without compromising variable load criteria.
63	10 Mud Processing system	b) Mud Cleaner: Additionally, "One Mud Cleaner System" comprising of a shaker fitted with a Desander with at least two 12" hydro cyclone assemblies and Desilter with at least sixteen 4" hydro cyclone assemblies with a minimum capacity of 1000 GPM.	Mud cleaners are used to support rigs with limited space to install shakers. We request OIL to exempt the Mud cleaner requirement for rigs equipped with 6 or more shakers.	Bidder to provide Minimum 4 shaker and one mud cleaner Or minimum 6 shaker. Tender amendment to be published.
64	14 BOP	5.... However, in such a case, Bidder shall bear all the cost(s) of the other services which are hired by OIL separately and are dedicated to the operations of wells drilled by this rig apart from zero-day rate being applicable for the drilling unit during the period operations are materially affected due to replacement of BOP. Cost of such other services as intimated by OIL, based on the rates at which the services contracts specific to this rig have	OIL to share the applicable cost prior to bid submission to complete the applicable financial risk for this case. Contractor confirms BOP certifications for only the	Tender Amendments to be published with revised terms.

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		been concluded, shall be accepted by Bidder and shall be binding on them.	firm term of contract, i.e. 2years + 1 year extension. For BOP recertification time beyond this OIL to cover own costs.	
65	14 BOP	6. Also, the BOP Stack should have the following minimum Ram Assemblies: Pipe Ram Assemblies - 2 Sets Blind Shear Ram Assembly – 2 Sets Variable Ram Assembly – 1 Set availability of Test Ram facility	Request OIL to please confirm if test ram facility is a mandatory requirement along with 2 sets of pipe ram, 2 sets of blind shear rams and 1 set of variable rams.	Yes, availability of Test Ram facility on board the rig is mandatory requirement.
66	14 BOP	If BOP control system is older than 5 years, then the same should be re certified and the certification should be valid throughout the entire period of contract. Bidder to submit copy of recertification from OEM and OEM authorized facilities offered at the time of third-party inspection by OIL nominated third party inspection agency.	BOP control system is typically part of onboard inspections based on OEM recommendation included in Maintenance Management system. A third-party verification of maintenance completion onboard can be provided. Please confirm if this is acceptable.	Agreed Provided statement of fact is submitted.
67	14 BOP	23. In case both the rigs are awarded to same bidder then successful bidder should mobilise 1(one) additional BOP stack amongst 2 Rigs at	Request to remove this requirement for 2 reasons:	Requirement is deleted. Tender amendment to be published.

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		no extra cost to OIL as per mutually agreed schedule.	- A new BOP cannot be procured in the timeline of the proposed contract. - The spare BOP stack must be exactly same as the BOP provided which is typically not compatible between 2 separate vessels. Please note, this clause is highly impractical and prejudiced against a single contractor to bid for both categories.	
68	15 Marine Riser and Riser Tensioner Systems	8. If Riser and Telescopic Joint are older than 5 years then the same should have re-certification from OEM and OEM authorized facilities/COC and the certification should be valid throughout the entire period of contract.	Recertification of Risers and Telescopic joints which are older than 5 years by third party workshops in compliance with Contractor maintenance management systems is an accepted industrywide practise. This maintenance is designed in compliance with OEM procedures. Operations in India are supported with such operation without incident for multiple years.	Agreed

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			Request OIL to withdraw this requirement and reinstate the previously accepted standard.	
69	16 Diverter System	 If diverter systems are older than 5 years, then the same should have re-certification from OEM and OEM authorized facilities. COC and the certification should be valid throughout the entire period of contract	Diverter system older than 5 years is remanufactured with thickness measurement of connectors, dimensional check on diverter body, replacement of seals and complete pressure test to reinstate operational compliance. This is completed as per Contractor maintenance procedures prepared as per OEM guidance. A third-party verification of maintenance completion onboard can be provided. Please confirm if this is acceptable.	Not agreed. Tender condition applies.
70	18 Casing and Tubular management system	Tentative Casing policy envisaged to drill the wells would require use of casing sizes 36", 20", 16" liner, 13.3/8" or 13.5/8", 9.5/8" or 9.7/8", 7" liner and 4.1/2" liner. Bidder must provide all the handling tools for these casing sizes, including but not limited to the following:....	Casing handling tools are typically provided by specialised tubing running services sub-contracted by Company. Please confirm if this responsibility can be handled by Company. As per section F. THIRD PARTY SERVICES of	As per tender

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			contract responsibility the TRS Services are under OIL responsibility. It would be more cost effective for Company to engage these services.	
71	20 Drill string and accessories	7. Drilling Jar and Bumper Sub • Minimum three of Drilling Jars and Bumper Subs each for 8" and 6.1/2" sizes, having compatible connections to the Bidder provided tubulars. 8. Hole Openers • 42", 36" and 26" hole openers. 9. Stabilizers Suitable stabilizers for drilling to be provided as below • 26" string IB stabilizer – 1 no. • 17.3/8" string IB stabilizer- 2 nos. • 14.5/8" string IB stabilizer- 1 no. • 12.1/8" string IB stabilizer-2 nos. • 8.3/8" string IB stabilizer- 2 nos. • 8" string IB stabilizer- 2 nos. Note: Stabilizers should be of slight helix 3 blade design type.	Drilling jars, Bumper subs Hole Openers and Stabilizers are specialised tools which are typically provided by operator as per Hole conditions and BHA design. These are sourced from a third party, not the drilling contractor, when required. We request to please remove the responsibility from Contractor. It would be more cost effective for Company to procure this equipment.	As per tender
72	21 Tubular Handling Tools	4. Bidder must provide at least 2 sets of the following sizes of Elevator links: • 2 sets of 4-1/2" x 10 ft x 500 ST • 2 sets of 4-3/4" x 15 ft x 500 ST • 2 sets of 3-3/4" x 10 ft x 350 ST • 2 sets of 3-3/4" x 50 ft x 350 ST	OIL to review the load rating for the links requested: Typically, the following size is utilised for load rating for elevator links:	As per tender

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			2-3/4" – 350ST 3-1/2" – 500ST 4-3/4" – 750ST 4-1/2" and 3-3/4" elevator links are not-standard sizes. Please confirm requirement.	
73	26 Safety, Fire-Fighting and Life Saving Equipment	2. Drilling Unit must be equipped with Early Kick Detection equipment to detect Combustible and Sour gases as per international practices.	When MPD system is in use, the rig will inherently have a kick detection system deployed, please confirm if a separate EKD system is to be deployed.	Not required. Tender Amendment to be published
74	33 General	4. The Drilling Unit must be able to accommodate Company's third-party service provider equipment on board the rig without compromising variable load criteria.	It is important to note that the deck space availability is subject to the water depth of the location. Riser bays with no riser on deck allow for space when risers are deployed subsea. In case the water depth is lower than 2000m, the presence of risers on deck impacts the space availability. For any location where we operate below 2000m, risers may be required to be mobilised off the vessel to be stored on shore base. We request OIL to provide	Okay

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								transport for risers in such a case.	
Appendix -2 Exhibit – B TECHNICAL SPECIFICATION OF ROV AND ASSOCIATED EQUIPMENT									
75	General inquiry							There seems to be information missing between pages 178 and 179. Many items are same on these pages and serial number 6 and 7 are missing.	Agreed. Tender Amendments to be published. On page number 179 Specification for Right Hand Manipulator is erroneously repeated and will be deleted. Also, the numbering needs correction which will be corrected. Revised Appendix-2, Exhibit -B will be provided
Appendix – 3 SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES									
76	A. Utilities, No. 3b	3 b .	Diesel fuel for all equipment of the drilling unit beyond 3a above including transportation charges and exclusive of diesel fuel for OIL's Third party equipment.	X			X	This is for ease of operations with provision of excess Diesel subject to agreement of both parties.	Agreed. Tender amendments to be published.

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77	A. Utilities, No.6	<table><tr><td>6</td><td>Glycol and Methanol to prevent hydrate formation (In case hydrate is formed due to malfunction of rig Bidder's equipment or due to improper operation / negligence by rig Bidder)</td><td></td><td>X</td><td></td><td>X</td></tr></table>	6	Glycol and Methanol to prevent hydrate formation (In case hydrate is formed due to malfunction of rig Bidder's equipment or due to improper operation / negligence by rig Bidder)		X		X	Contractor agrees to provide the equipment for glycol and methanol application; however, the quantity of glycol and methanol requirement cannot be budgeted. Contractor requests OIL to provide the glycol and methanol required for this application. Alternately, contractor can facilitate this at the cost of OIL	To be provided at OIL's cost. Tender amendments to be published.
6	Glycol and Methanol to prevent hydrate formation (In case hydrate is formed due to malfunction of rig Bidder's equipment or due to improper operation / negligence by rig Bidder)		X		X					
78	D. DRILLING UNIT EQUIPMENT AND PERSONNEL	12. Mud pump pistons, liners and valves	Contractors typically provide a limited selection of mud pump consumables. If additional sizes are required, these can be facilitated at additional cost to OIL	Not agreed. Tender condition applies.						
79	I. MISCELLANEOUS	3. Mud pump pistons and liners.	Contractors typically provide a limited selection of mud pump consumables. If additional sizes are required, these can be facilitated at additional cost to OIL	Not agreed. Tender condition applies						
80	I. MISCELLANEOUS	16. Catering including meals, accommodation for 45 Numbers of Company and Company's third-party personnel. Bidder should provide standard food & services as per industry	The charges for boarding and lodging do not reflect the inflation of service cost over multiple years.	No pricing indicated by OIL. Bidder to quote as per price format						

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		practice for all its own & its sub-Bidder's personnel including Company's Personnel and service providers deployed by the Company.	Request OIL to please revise the applied pricing as per current market rate.	
81	I. MISCELLANEOUS	19. Assist during oil spill	The clause is not well defined and cannot be agreed in current format. Oil has to address the extent of assistance required.	Bidder to have TIER-1 system in place
Appendix – 5 LIST OF (PERSONNEL) CREW				
82	Change requested.	2. OIM 5. Captain	Please confirm and clarify that re-designating for OIM / Captain would be ARM / OIM, in line with our fleet safety operations management system would be acceptable	Not agreed. Tender condition applies
83	Information requested.	Bidder may have more personnel, if considered necessary. Bidder may deploy additional personnel for maintenance/ operations/ supervision/ training/ inspection for which their request will be considered on merit by Company. Helicopter services for such personnel subject to two nos. at any one time will be provided by Company at the time of crew change at no extra cost to the Bidder and no special sortie shall be provided for such additional personnel. Any person exceeding two nos. shall be transported by Company on chargeable basis to Bidder.	For budgetary purposes please provide the current helicopter chargeable rate for additional personnel, as calculated by OIL procedure. Please confirm if this charge is to remain constant during the contract duration.	Noted. The current helicopter chargeable rate for additional personnel, as calculated by OIL will be provided in due course. Charge will depend on prevailing ATF price.
Appendix – 6 GENERAL METOCEAN CONDITIONS				

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84	Information requested.		Request for detailed Metocean conditions to be provided at the earliest to determine suitability of the rig offered for this scope.	Will be provided at the earliest.
Appendix – 7 RIG INFORMATION LIST				
85	Information requested.		OIL to provide guidance if the information here requested is to be provided at tendering stage or after the issue of LOA.	It is clarified that information requested here is to be provided at tendering stage.
PART-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT				
86	1.0 Definitions	h. "Company's items" – if any means the equipment, materials and services – if any, which are to be provided by company at the expense of company and as listed in the bid document	Clarification that Company obligations may extend beyond what is listed in the contract. Whereas for contractor it is always clearly defined.	Not agreed. Tender condition applies
87	1.0 Definitions	n. "Commencement Date" means the date on which the contractor commences the Drilling operation at the first well under this bid.	Clarification for contract drafting, this should apply throughout where bid should be updated to Contract.	Agreed. The word bid will be updated to Contract at contract award stage.
88	1.0 Definitions	“Spudding in of the well” means the initiation of drilling of the well at the location after alignment and after the Drilling Unit preparation is complete in all respects subsequent to clearance from safety, audit and the Company Representative	Time is of the essence, and given the daily cost of a rig, Company shall be compelled to act expediently	Not agreed. Company will follow the definition as provided.

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89	2.2 MOBILISATION TIME	LOADING OF COMPANY'S EQUIPMENT Company shall mobilize all of Company / Company's third-party equipment to the first drilling location nominated by the Company for loading on board the Drilling Unit. Note: Port of call will be Kakinada	The Company equipment loading time is not time bound and any delays beyond a reasonable accepted standard would penalise the Contractor. A edit is requested in order to limit any possible unforeseen cost for Contractor.	Not agreed. Company shall mobilize all of Company / Company's third-party equipment to the first drilling location nominated by the Company for loading on board the Drilling Unit in time.
90	2.4 DURATION OF CONTRACT (PHASE-1):	OIL shall intimate the Contractor prior to expiry of 20 months whether the Contract will be extended beyond 24 months or not.	4 months' time is extremely short for contracting of a deepwater vessel. A standard accepted duration is 12 months for such operations. We request OIL to increase the notification time up to 9 months to allow for the vessel to be suitably marketed for other contracts.	Prior to expiry of 18 months. Tender amendment to be published.
91	4.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION	4.2 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay Liquidated Damages (LD) @ 0.5% of the estimated annualized	To avoid ambiguity with clause 4.5. which defines the calculation as annualised.	Tender Amendments will be published to eliminate the ambiguity.

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		Contract value (excluding the Contract value for hiring of MPD on call out basis), per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined under Clause No. 2.0 above.		
92	4.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION	4.3 In case the Contractor fails to mobilize and deploy the Drilling Unit along with crew and/or fails to commence operations within the allocated mobilization time, Company shall have, without prejudice to any other provision in the contract including sub clause below, the right to invoke the Performance Security, forfeit the amount of Performance Security and terminate the Contract. Apart from termination, Contractor will be put up on holiday of two years (CONSEQUENCES OF TERMINATION).	Contractor does understand why it would lose the entire performance guarantee in the event it is a few days late. The right to invoke the guarantee shall be subject to the limitation set forth in the Contract and expressly regulated accordingly.	LD clause will be applied as per tender requirement
93	5.0 INSPECTION	vi. Notice for inspection as per clause 5.0 above is required to be given by the Contractor, at least 21 days in advance when the Drilling Unit is ready in all respect. Contractor should also ensure the commencement of inspection at least 50 days prior to stipulated mobilization period.	50 days is not practical.	Not agreed. Tender condition applies
94	5.0 INSPECTION	ix.	30 days is a lot, 60 is excessive.	Not agreed.

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		The charges for inspection for the cumulative period beyond 60 man-days for the Drilling Unit shall be paid directly by the Company to the TPI Agency and will be recovered from the Contractor from their invoices upon commencement of the Contract.		Tender condition applies. 60-man days imply 30 days' work by 2 people
95	6.3 CONTRACTORS ITEMS	6.3.6(b) Contractor will be responsible for fuel, lubricant and water consumed at its shore base. There will be no escalation in day rates throughout the initial duration of the Contract. including extension, on account of any price increase in fuel/lubricants, other consumables, etc.	To be clear the price may be altered for any subsequent durations beyond 2=1 years	For Phase-1 (2 years+1 year extension) there will be no change in rates. For Phase-2 work, day rates will be as per Framework Agreement formula. MPD operating day rates in Phase-2 will be mutually agreed upon.
96	6.3 CONTRACTORS ITEMS	6.3.6(b) Further the Contractor has to indicate the daily consumption of the HSD for the Drilling Unit and its equipment. The Contractor also has to submit day wise HSD stock and consumption statement indicating the daily consumption of the HSD for Drilling Rig package and all its equipment including mud treatment at the site in the DPR/IADC report. Company's responsibility is to provide _____ KL/day of diesel multiplied by the number of days of the Contract period.	The consumption during rigs moves changes significantly to that when stationary. Without knowing the drilling sequence and duration of each rig move, Contractor cannot assume liability of any potential fuel costs which might arise.	Not agreed. Tender condition applies.

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97	7.0 CONDUCTING DRILLING OPERATIONS	7.16 The Contractor will maintain the parameter of the drilling fluid in accordance with specifications and / or formulations set forth by the Company.	Contractor does not have the responsibility of drilling fluid chemicals or services. Contractor can measure limited parameters and report back to OIL, however; contractor does not have the responsibility, or expertise deployed onboard the vessel to maintain drilling fluids parameters.	Not agreed. Company is very clear and reasonable in asking Contractor to maintain the parameter of the drilling fluid in accordance with specifications and / or formulations set forth by the Company.
98	13.0 RIGHTS AND PRIVILEGES OF COMPANY	13.3 To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, personnel and services to be rendered by contractor. Sub-contract may be entered into by contractor only after company's approval.	NOT USED – Contractor should have the right to choose its own contractors and will take advise from Company where they have reason to believe they are not suitable.	Not agreed. Tender condition applies.
99	11.0 WELL RECORDS	Contractor shall provide the company on daily basis- ii) Daily mud report on IADC pro-form including mud stock, daily consumption and stock position of chemicals and daily mud hydraulics.	Mud engineering is under COMPANY responsibility and reports to be provided by Company Sub-contractor.	Not agreed. Tender condition applies.
100	30.0 FAILURE/DEFICIENCY PENALTY	30.5 Inter Location Movement Times	We request that an avg. speed of 7kn should be utilised for long distance move for inter location moves.	As per tender

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101	45.0 Safety Measures to deal with Floating Marine Debris	Contractor will take appropriate measures to safeguard its equipment from fishing nets, ropes and other floating marine debris in sea. OIL is not liable for any damage to Contractor's equipment due to same.	Contractor confirms to take appropriate measures, however OIL to share responsibility and damages due to unidentified/unauthorized vessel movement inside the 500m exclusion zone of the rig. While operating in the region we have noticed fishing vessels with nets near the vessel, and as such maintaining the exclusion zone is a mandatory requirement to minimize this risk. OIL to assist with supply vessels and services to ensure continuous operations/maintenance of exclusion zone and to safeguard rig from any floating marine debris.	OIL to assist.
PART-3 SECTION-IV SCHEDULE OF RATES				
102	MPD Services on Call out basis	10 Operating Day rate for providing MPD Services as per SOW [MODR] 120 Days 11 Standby Day Rates for providing MPD Services as per SOW [MSDR] – not exceeding 60% of MODR – 245 Days	The MPD Operating and stand-by days only add to 365 days (1yr) against a firm duration of 2 years for the contract.	It is clarified that planned use of MPD services is on 2 wells. Each well is estimated of 180

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			Please confirm if there is a planned schedule for MPD mobilisation and duration of MPD utilisation planned. Please confirm if MPD equipment is expected to be restricted for use for 1 year only.	days and hence 2 wells have been taken as 365 days.
103	MPD Services on Call out basis	11 Standby Day Rates for providing MPD Services as per SOW [MSDR] – not exceeding 60% of MODR	Request Stand-by rate for MPD equipment to be raised up to 80% instead of proposed 60%.	Not agreed. Tender condition applies.
104	3. Day rate implications under some other specific conditions	b) During Completion Preparations – Contractor shall be paid NODR rates for the time involved when rig is preparing for Completions or dismantling/disengaging after the Completions on a well.	Rig operations shall continue with full crew, and this time is utilised to maintain rig equipment in time hidden from operations. Request OIL to recognise this as a opportunity and retain ODR pricing for this phase.	Since completion operations of any of the proposed wells is not planned, this clause is proposed for deletion. Tender Amendment to be published.
105	10.0 Managed Pressure Drilling (MPD) – Call out Services	a) MOBILISATION Contractor shall mobilise the MPD equipment within 180 days from the date of issue of mobilisation notice.	MPD services are in high demand and 180 days is a very challenging proposition for any vessel considering the equipment certification and deployment requirements. In addition, the logistic challenges for importation and transit of	Not agreed. Tender condition applies.

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			an oversize and heavy equipment, the IRJ. Provision of this service on short notice (180 days) is a challenge, and we request Company to reconsider the call-out based approach. Instead Company could implement a planned program with well-defined dates and forecasted usage for equipment and personnel. MPD equipment mobilisation is subject to multiple conditions beyond the control of the contractor. Application of penalties for mobilisation of MPD gear from overseas as well as to perform required engineering is beyond the control of bidder and cannot be budgeted at this stage. Contractor is very inclined to support OIL operations as the rig	
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			offered will be suitably MPD ready. This is the preferred modus operandi A risk loading for such a case can be very high as MPD equipment are currently in short supply and very expensive to secure.	
106	10.0 Managed Pressure Drilling (MPD) – Call out Services	c) OPERATING DAY RATE (MODR)	OIL to requested to include in the Operating day rate the MPD equipment maintenance before and after MPD operations, importantly maintenance of IRJ, RCD and the manifolds.	MODR starts from picking up of IRJ and ends when IRJ is laid down. Tender amendment to be published.
107	10.0 Managed Pressure Drilling (MPD) – Call out Services	h) Total Mobilisation (MM) + Demobilization (MD) charges inclusive of taxes, quoted for MPD services shall not exceed 5% of ' T2' in the Price Format.	Contractor anticipates that the charges for mobilisation and demobilisation of MPD equipment could be much higher than 5% of MPD services as this is restricted to 365 days of charges with only 120 days of operations. Request OIL to remove any restriction on the equipment Mobilisation /	Not agreed. Tender condition applies

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			Demobilisation. These charges can be addressed as a contractual service as per other clauses in this contract. Contractor requests for these charges to be paid at cost plus 5% handling fee. This arrangement also allows for same terms to be accepted for the duration of the framework agreement including Phase 2 of the contract. In addition, OIL is free to mobilise MPD for any change in drilling plans in the future.	
108	Proforma-A	List of equipment to be imported (if any) for execution of contract	OIL to confirm that Proforma – A is to be provided as part of the final contract to be signed after LOA is issued.	Confirmed. Proforma – A is to be provided at the time of bidding along with the Technical bid.