

OIL INDIA LIMITED
KG BASIN PROJECT
KAKINADA

Amendment No. 2 dated 10.09.2025

Tender No. CEG9805P26

for

Charter hire two (02) nos. of Anchor Handling Tugs (AHTS) for supporting drilling operations in East and West Coast Indian Waters for a period of 12 (twelve) months

1.0 This amendment is issued for incorporation of the following:

A) To amend / correct the following clauses of bidding document:

SL NO.	Section/ Clause No./Page No.	Original Clause	Amended Clause
1	Terms of Reference/ Scope of Work- Marine Logistics Service -Vessel Specification Sheet – AHTS (Serial no. 9.1) (Page No. 90 of 186)	Minimum continuous BP not less than 100 metric tons.	Minimum continuous BP not less than 120 metric tons.
2	Terms of Reference/ Scope of Work- Marine Logistics Service -Vessel Specification Sheet – AHTS (Serial no. 9.11) (Page No. 90 of 186)	Must be sufficient to carry out Anchoring operations in the water depth range as specified	Should be capable for holding 120 MT Bollard Pull.

SL NO.	Section/ Clause No./Page No.	Original Clause	Amended Clause
3	Terms of Reference/ Scope of Work-Marine Logistics Service -Vessel Specification Sheet – AHTS (Serial no. 9.16) (Page No. 91 of 186)	Shark Jaw: By remote control with a minimum safe working load of 200 T for 100 MT BP AHTSV	Shark Jaw: By remote control with a minimum safe working load of 200 T for 120 MT BP AHTSV
4	Terms of Reference/ Scope of Work-Marine Logistics Service -Vessel Specification Sheet – AHTS (Serial no. 9.17) (Page No. 91 of 186)	Towing pin: By remote control with minimum safe working load of 200T for 100 MT BP AHTS	Towing pin: By remote control with minimum safe working load of 200T for 120 MT BP AHTS
5	Terms of Reference/ Scope of Work-Marine Logistics Service-G (Experience Criteria for Master, Chief Officer and Chief Engineer)-Designation Master. (Page No. 96)	(a) Minimum 1 (one) year experience as Master on a similar type and powered vessel ‘OR’ Minimum 2 (two) years’ experience as Chief Officer on a similar type and powered vessel.	(a) Minimum 1 (one) year experience as Master on minimum 80 MT Bollard Pull and powered vessel ‘OR’ Minimum 2 (two) years’ experience as Chief Officer on minimum 80 MT Bollard Pull and powered vessel.
6	Terms of Reference/ Scope of Work-Marine Logistics Service-G (Experience Criteria for Master, Chief Officer and Chief Engineer)-Designation Chief Officer (Page No. 96)	a) Minimum 1 (one) year experience as Chief Officer on a similar type and powered vessel ‘OR’ Minimum 2 (two) years’ experience as 2nd Officer/NWKO on a similar type and powered vessel	a) Minimum 1 (one) year experience as Chief Officer on minimum 80 MT Bollard Pull and powered vessel ‘OR’ Minimum 2 (two) years’ experience as 2nd Officer/NWKO on minimum 80 MT Bollard Pull and powered vessel.
7	Part-3, Section III (SCC) Clause 2.4 – DURATION OF CONTRACT: (Page No. 100)	DURATION OF CONTRACT: The duration of the contract shall be for a period of 12 (twelve) months from the date of commencement of the contract, subject to following condition: (i) The contract duration may be extended by another 06 (six) months, at the sole discretion of the Company at the same rates, terms and conditions.	DURATION OF CONTRACT: The duration of the contract shall be for a period of 12 (twelve) months from the date of commencement of the contract, subject to following condition: (i) The contract duration may be extended by another 06 (six) months, at the sole discretion of the Company at the same rates, terms and conditions.

SL NO.	Section/ Clause No./Page No.	Original Clause	Amended Clause
		Note: The contractor is required to sign a formal detailed contract with Company within a maximum period of 60 days of date of issue of Letter of Award (LOA) subject to submission of necessary Performance Security (Bank Guarantee) as per the T & C of the tender. Until the formal Contract is signed, LOA shall remain binding amongst the two parties.	Note: 1) The contractor is required to sign a formal detailed contract with Company within a maximum period of 60 days of date of issue of Letter of Award (LOA) subject to submission of necessary Performance Security (Bank Guarantee) as per the T & C of the tender. Until the formal Contract is signed, LOA shall remain binding amongst the two parties. 2) OIL will inform 60 days beforehand to the Contractor for any extension planned.
8	Terms of Reference/ Scope of Work- Marine Logistics Service-D (Page No. 84)	Technical Specifications for AHTS 100 MT Bollard Pull or Greater	Technical Specifications for AHTS 120 MT Bollard Pull or Greater.
9	Terms of Reference/ Scope of Work- Marine Logistics Service-F (Page No. 95)	DETAILS OF PERSONNEL: AHTS OF NOT LESS THAN 100 MT BOLLARD PULL	DETAILS OF PERSONNEL: AHTS OF NOT LESS THAN 120 MT BOLLARD PULL

B) To include the minutes of pre-bid meeting and OIL's response to the pre-bid queries.

C) To extend the bid closing date, as under –

Description	Existing Date & time	Revised date & time
Bid Closing Date & Time	16.09.2025 (at 13.00 Hrs. IST)	23.09.2025 (at 13.00 Hrs. IST)
Technical Bid Opening Date & Time	16.09.2025 (at 15.00 Hrs. IST)	23.09.2025 (at 15.00 Hrs. IST)

All other terms and conditions of the tender remains unchanged.

Thanking You,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(AMRIT L BORA)
CHIEF MANAGER (C&P)
FOR CHIEF GENERAL MANAGER (C&P)
FOR CHIEF GENERAL MANAGER (KGB & MBP) -HOD

Date: 10.09.2025

Meeting / Project Name:	Pre-Bid Meeting for Tender No. CEG9805P26 for “Charter hire two (02) nos. of Anchor Handling Tugs (AHTS) for supporting drilling operations in East and West Coast Indian Waters for a period of 12 (twelve) months from the date of commencement of the contract, with provision for an extension of up to 06 (six) months at the quoted rates and same terms & conditions.”		
Date of Meeting:	12 th August 2025	Time:	11:00 AM
Meeting Facilitator:	GM - Drilling	Location / Mode:	OIL KG Basin Project Office, Kakinada / Online & On site

1. Meeting Objective

Objective:

OIL is planning to Charter Hire 02 (two) no. of Anchor Handling Tugs (AHTS) to support its offshore drilling operations in Andaman & Nicobar and Krishna-Godavari Basins, in terms of transportation of various Rig Items, Consumables, Equipment, HF-HSD, Food Items etc. from the shore to the Drilling Unit as well as towing of the drilling unit from the nearest seaport to the location and then back to the seaport.

On receiving technical, financial and commercial queries from various parties regarding the tender for Charter Hire of AHTSs, 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)	Participants (Vendors)
S. S. Dash, CGM-F&A	M/s Manna Shipping & Logistics Pvt. Ltd.
G. C. Sarma, CGM (C&P)	M/s Executive Offshore Pte Ltd.
Pranjal Pran Bhattacharyya, GM (Drilling)	M/s All Energies Services Holding BV
Ashok Borgohain, GM (Drilling)	M/s Hai Duong Petroleum and Marine Corporation
Amrit L. Bora, CM (C&P)	M/s Greatship India Limited
Tanushree Agrawal, SM (C&P)	M/s Vision Projects Technologies Pvt. Ltd.
	M/s Executive Offshore Pte Ltd.
*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 representatives of various firms physically as well as through Video conference from their locations.

The meeting was initiated by welcoming all the vendors who attended the pre-bid conference physically and via videocall followed by introductions of the attendees from OIL and the vendors's side.

CM (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. Subsequently, GM (Drilling) briefed about the project, its timelines, and the salient features of the tender.

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 are highlighted below:

- i. Increase in minimum prescribed Bollard Pull (BP): During the Pre-Bid discussions, the vendors pointed out that 100 MT BP may not be sufficient for towing the Drilling Unit considering various factors like adverse weather conditions, sea current, long distance between the port and the drilling location etc. Therefore, it was agreed that the AHTS should have minimum continuous BP not less than 120 metric tons instead of 100 MT.
- ii. Change in Personnel Experience: It was requested by bidders to relax the experience criteria of personnel from "Experience of working in similar AHTS" to "Experience of working in 80 Bollard Pull AHTS", considering the current market scenario. It was agreed by OIL.
- iii. Terms of Duration of Contract - Intimation regarding extension of Contract: It was requested by all participating bidders to provide prior notice / intimation of extension of Contract, as the Contractor should have some time in hand to complete formalities with the Charterer / other agencies to continue service in the extension period. OIL informed that point has been noted and prior intimation will be made such that the Contractor has sufficient time to complete the formalities.

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

GM-Drilling 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 suitably to elicit wider response.

Clause No	Exceptions & Deviations	OIL's Remarks
Page No 2 Clause (k)	<p data-bbox="562 240 730 272">Bid Security</p> <p data-bbox="562 320 1666 389">As per the Notice for tender invitation, the bidders are to submit a bid security for USD 483,243 for 2 Nos AHTS.</p> <p data-bbox="562 400 1592 469">We would like to bring to your kind attention that this amount is very high as compared to similar tenders in India.</p> <p data-bbox="562 517 1621 585">For the ONGC tender, that we participated recently the bid bond amount is as follows:</p> <ol data-bbox="622 633 1039 767" style="list-style-type: none"> 1. AHTS 80 T BP – USD 92,100 2. PSV 3000 DWT – USD 93,600 3. OSV DWT 1500 T – USD 82,300 4. AHTS 120 T BP – USD 98,500 <p data-bbox="562 815 1659 963">Proposal: In view of the above, and also to encourage higher participation amongst the bidders, it is submitted that the bid security for this tender be reduced to USD 100,000 per vessel and if 2 vessels are being bid, then the total bid security be reduced to USD 150,000.</p>	No change
Part 2 BEC Clause D 10 (a)	<p data-bbox="562 1015 1666 1259">D 10 [a] Quoted Repair Day Rate of the Marine Vessel shall not exceed 50% of the Marine Vessel Operating Day Rate. If the quoted Repair Day Rate of the Marine Vessel is found more than 50% of the Marine Vessel Operating Day Rate quoted in the price bid, then evaluation will be done based on the price / rate quoted by the bidder in the price bid. However, in the event of award of contract and payment, Repair Day Rate of the Marine Vessel, if quoted more than 50% of the Marine Vessel Operating Day Rate, will be paid @50% of the Marine Vessel Operating Day Rate.</p> <p data-bbox="562 1299 1659 1366">Proposal: It is submitted that the repair day rate be increased to same as the operating day rate.</p>	As per Tender terms

	<p>As a general practice in offshore vessel tenders, the vessel owners are given a breakdown/maintenance period of 24 hours in a month to cater for essential maintenance and for repair in case a short breakdown. Oil India have allowed 32 hours per month as repair day rate, but have reduced the amount by 50% of operating day rate. We request that the repair day rate be same as operating day rate and also be allowed to carry forward the unutilized repair day rate hours for a maximum of 3 months.</p>	
GCC	<p>Clause 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.</p> <p>Proposal: It is submitted that Clause 44.9 be removed from GCC, as this clause gives the right to the charterer to terminate the contract without providing any reason. If the charterer would like to terminate without reason, then the contractor should be paid compensation amounting to full day rate for the balance period of the contract.</p>	No change

Prebid Queries from M/s. XXX2

Item	Clause / Article Reference	Clarification	Oil India's Response
1	2.0 k) Bid Security Amount INR 4,17,86,035.00 or USD 4,83,243.00 (Refer Clause 11.0 of Part-1 Instruction to Bidders regarding Exemption from submission of Bid security.)	Please confirm if the bid security amount is correct.	Yes
2	2.0 l) Bid Security Validity 165 (One Hundred Eighty) days from Bid Closing Date	Please confirm if the bid validity is 165 or 180 days?	Bid Validity: 120 days from BCD Bid Security Validity: 165 days from BCD
3	2.0 u) Bids to be addressed to	Please confirm if bid is to be submit online or physical hard copy ?	Not required except original bank guarantee for Bid Security (original must reach OIL's office within the bid closing date & time)
4	2.1 Pre-Bid Conference	Please confirm if bidder is able to send a representative not employed by bidder's company to attend the physical pre-bid conference. Please also confirm there shall be a virtual link send for those who are unable to attend the pre-bid conference physically.	-
5	Part 2 Bid Evaluation Criteria (BEC) B) Financial Evaluation Criteria 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 at least INR 104.46 Crore or USD 12.08 Million.	Please confirm the annual turnover mentioned is for USD12.08 million for a total of 3 years.	To refer the tender clause.
6	Part 2 Bid Evaluation Criteria (BEC) B) Financial Evaluation Criteria 3i) Annual Turnover from operation of last three accounting years of the parent / ultimate parent / holding company (supporting company) shall be as per BEC Clause B.1 above.	Please confirm if bidder annual turnover is above USD12.08 million for the past 3 years, we do not need to provide any parent company guarantee/ corporate guarantee submission.	To refer the tender clause.
7	<i>Added on: 7 August 2025</i> Notice inviting tenders – SI No 2 (k) Bid Security Amount	Bid Security amount required to be submitted by the bidders for participation in this tender is USD 483,243 for 2 Nos AHTSs. We would like to bring to your kind attention that this amount is substantially high, when compared with similar tenders of other Oil and Operators in the region. You will appreciate that by submitting such large amounts as Bid security, the company will be	No change

Item	Clause / Article Reference	Clarification	Oil India's Response
		<p>blocking large funds with bank for about 6-9 months.</p> <p>In view of the above, we would request you to reduce the bid bond amount to a reasonable level of USD 100,000 for the bid. This will ensure more participation by the vessel owners and also the vessel owner would be able to provide a competitive bid without considering the additional cost of bid bond.</p>	
8	<p><i>Added on: 7 August 2025</i></p> <p>Part 3 Section 1 General Conditions of Contract Clause 44.9 Termination Clause</p>	<p>As per clause no 44 of General Conditions of Contract, company has the right to terminate the contract under clause 44.1 to 44.8 for various eventualities. However, as per clause 44.9, company can terminate the contract, by giving 30 days' notice without assigning any reasons 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.</p> <p>It is requested that this clause of termination under clause 44.9 be removed, as such termination would be huge financial risk to the contractor, after incurring expenditure for mobilizing the vessel to East Coast of India.</p> <p>It is further requested that a new clause be added in the termination clause, that if the contract is terminated under convenience clause, the vessel owner may be compensated by payment of the operating day charter rate for the balance period of contract.</p>	<p>No change</p>

Sr. No.	Clause	Comment / Exception / Suggestion	Reasons / Justification	OIL's response
1.	(FORWARDING LETTER) NOTICE INVITING TENDERS. j) Mobilization Time	Please advise the tentative schedule for commencement of contract. Within 90 days of Mobilization notice issued by the Company. The tentative commencement of contract is _____, 2025.	Bidder requires to have opportunity to offer the vessels that are available / getting free from charter during commencement schedule to have maximum participation options.	Q4, FY 2025-26
2.	(FORWARDING LETTER) NOTICE INVITING TENDERS. k) Bid Security Amount	Please reduce the Bid Security Amount i.e. for 2 x AHTSV (100T BP) - INR 4,17,86,035.00 or USD 4,83,243.00 (for both vessels) and INR ₹ 2,08,93,017.50 or USD \$2,41,621.50 for each vessel.	The EMD amount is on a very higher side having validity to be kept for 165 days from bid submission date. It blocks the credit line of bidder. Bidder to be allowed to submit half of the requested amount in case of 1 vessel being offered.	Not acceptable
3.	GCC 1.2.27 De-mobilization:	Please delete the lines: 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.	Condition to re-export is presently not prescribed under Customs Notification	Not acceptable
4.	GCC 1.2.30	Criminal 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.	Please delete this definition as criminal negligence is fact-specific and is best determined by the courts of law.	Not acceptable
5.	GCC 12.3.1	Contractor, unless specified otherwise in the Contract, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty , Corporate and	GST and customs duty should be the responsibility of the Company.	Not acceptable

		<p>personnel taxes levied or imposed on the Contractor on account of payments received by it from the Company for the work done under this Contract. 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.</p>		
6.	GCC 14.1	<p>Contractor shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:</p> <p>a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings <u>of the Contractor</u> and <u>its</u> personnel during the entire period of this Contract including extensions thereof.</p> <p>b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property <u>as per its obligations under the Contract</u>.</p> <p>e) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.</p>	<p>Our H&M policies cover named perils while other policies have coverages as per their terms. The policies are not 'All Risks'.</p> <p>These insurances will cover the contractor's liabilities under the contract.</p> <p>We cannot arrange cover for WIP. The contract is for AHSTV vessel services.</p> <p>For clarity.</p>	Not acceptable

		<p>d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.</p> <p>e) All costs on account of insurance liabilities covered <u>required to be maintained by the Contractor</u> under the Contract will be to the Contractor's account.</p>		
7.	GCC 14.5	<p>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 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 <u>for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Contractor</u>”.</p>	The waiver of subrogation shall be to the extent of contractual indemnities undertaken by the Contractor.	Not acceptable
8.	GCC 14.6	Please delete this clause	OIL will be covered as co-assured and the waiver of subrogation shall be to the extent of contractual indemnities undertaken by the Contractor. The, insurers cannot agree to seeking OIL’s consent under our policies.	Not acceptable
9.	GCC 14.7	Please delete this clause	OIL will be covered as co-assured and the waiver of subrogation shall be to the extent of contractual indemnities undertaken by the Contractor. We cannot name OIL as additional assured under our policies.	Not acceptable
10	GCC 14.11	<u>Subject to the terms of this Contract, in</u> 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.	Such loss should be recoverable from the contractor as per the terms of the contract.	Not acceptable

11	GCC 14.12	Please delete (i) to (v)	The elements of workmen compensation / employer's liability and third-party liability arising from vessel operation are covered under our P&I policy and we do not take separate covers for the same. Automobile liability is not part of the SOW. Carrier's legal liability should not be required by OIL as contractor is responsible for its own items. Public liability insurance for vessel operations is not required as pollution liability is covered under P&I.	Not acceptable
12	GCC 15.7	The Company hereby 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 <u>and or property</u> of Company and/or its contractors or sub-contractors <u>and /or their employees</u> when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.	Change in line with other indemnity provisions of the contractor.	Not acceptable
13	GCC 16 (a) & (b)	(a) Notwithstanding any other provisions herein to the contrary, except only in cases of Willful 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. b) Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the	The consequential loss provisions should be clean, without exceptions. Typographical error has been corrected. The contractor is responsible for its own equipment.	Not acceptable

		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 of by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.		
14	GCC 19	Please delete this clause as Risk Purchase provisions are not acceptable to the Contractor as this cost is unknown.		Not acceptable
15	GCC 22	ROYALTY PATENTS: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of breach of any patent rights, design, trade mark or other protected rights arising from any use the provision of materials, equipment, processes, inventions and methods by the indemnifying party, which have not been imposed on the attending party by the terms of the Contract or the specifications forming part thereof.	The clause lacked interpretational clarity.	Not acceptable
16	GCC 26.1	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. The Contractor may, however, disclose such information to the Contractor's insurers, lawyers, auditors and consultants. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information which is:	Reasonable request.	Not acceptable

17	GCC 27.4	Please delete this clause	The Company shall make payment of invoices after due verification, hence, this clause is not required.	Not acceptable
18	GCC 27.9	Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.	The Company shall make payment of invoices after due verification, hence, this clause is not required.	Not acceptable
19	27.10	The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in that or any other billing, the payment of which may then or thereafter be due.	Such acceptance shall not be deemed to be a waiver of rights pertaining to that delayed billing.	Not acceptable
20	GCC 30 (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 subject to any other right or remedy in law or Contract including sub clause (b) below, the right to terminate the Contract.	OIL may levy LD or terminate the contract in case of delay in Mobilization.	Not acceptable
21	GCC 31	Please delete 'if not caused by Contractor's fault' from the 9 th line	This clause is unfair to the contractor as such events will not be caused intentionally.	Not acceptable
22	GCC 31	Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. Company shall have the absolute right to decide whether any safety hazard exists	Given the clause deals with FM, the right to terminate should be restricted only in case of a safety hazard.	Not acceptable

		or operation is at critical position and decision of the Company shall binding upon the Contractor.		
23	GCC 33	<p>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 <u>and giving the Contractor a reasonable opportunity of being heard</u>, on account of subsequently discovered evidence in order to protect Company from loss on account of:</p> <p>33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.</p> <p>33.2 Defective work not remedied by Contractor.</p> <p>33.3 Claims by Company's recognized sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.</p> <p>33.4 Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the Contractor.</p> <p>33.5 Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery <u>in accordance with the terms of the Contract</u>.</p> <p>33.6 Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Contractor, under any circumstances in the opinion of Company, may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.</p>	This clause is very onerous and gives wide discretion to the company. We can accept this right of the company for legitimate causes.	Not acceptable

		<p>33.7 Withholding will also be effected on account of the following:</p> <p>i) Order issued by a Court of Law or statutory authority in India.</p> <p>ii) Income-tax deductible at source according to law prevalent from time to time in the country.</p> <p>iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.</p> <p>iv) Any payment due from Contractor in respect of unauthorized imports.</p> <p>When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.</p> <p>33.8 Company reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be; besides nullifying such amount on account of loss suffered by the Company against 33.2, 33.3, 33.6 & 33.7 above.</p>		
24	GCC 37.3	Please delete this clause as this is governed by the indemnity provisions of the contract.		Not acceptable
25	GCC 38	<p>The Contractor shall be liable for all surface and sub-surface pollution to the extent <u>such pollution emanates from the Contractor's Vessel and is</u> 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, <u>except such pollution as may emanate from the cargo on / in the Vessel.</u></p> <p>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-</p>	Reasonable request as such other pollution is beyond the control of the contractor.	Not acceptable

		<p>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:</p> <p>a) Damage to or loss of any reservoir or producing formation; and/ or</p> <p>b) Damage to or loss of any well; and/ or</p> <p>c) Any other subsurface damage or loss; and/ or</p> <p>d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.</p> <p><u>e) Any other pollution except for pollution emanating from the Contractor’s Vessel and is caused by the Contractor</u></p> <p><u>f) Any pollution as may emanate from the cargo on / in the Contractor’s Vessel</u></p>		
26	GCC 39.2	Please insert ‘or change interpretation’ after ‘enforcement of’ in the second line	Change in interpretation may also lead to a change in tax incidence	Not acceptable
27	GCC 39.5(iii)	Please delete this sub-clause	Customs Duty and GST shall be the responsibility of the Company.	Not acceptable
28	GCC 39.7	Please delete this clause	Change in input tax can have an impact of the contractor’s cost or works therefore the same should be considered under the provisions of this clause.	Not acceptable
29	GCC 42.3	<p>2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days’ notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.</p> <p>3) The number of arbitrators and the appointing authority will be as under: Claim amount</p>	<p>The parties should have the ability to add this with the permission of the arbitral tribunal.</p> <p>Arbitration shall apply irrespective of the amount being upto INR 25 Lakhs. In earlier tenders, this limit was upto 25 Crs which should be maintained. Further, it is not permissible for one party to</p>	Not acceptable

		<p>(excluding claim for interest and counter claim, if any):</p> <table border="0"> <tr> <td>Claim amount (excluding claim for interest and counter claim, if any) Up to Rs. 25.00 Lakh Above Rs. 25.00 Lakh Up to Rs. 25 Crore</td> <td>Number of Arbitrator Not applicable Sole Arbitrator from the panel of Arbitrators' List maintained by OIL</td> <td>Appointing Authority Not applicable Mutually to be decided by the Parties.</td> </tr> </table> <p>(4)The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 25 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.</p>	Claim amount (excluding claim for interest and counter claim, if any) Up to Rs. 25.00 Lakh Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Number of Arbitrator Not applicable Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Appointing Authority Not applicable Mutually to be decided by the Parties.	<p>appoint sole arbitrator as per recent judgements and this would extend to a panel solely maintained by one party.</p> <p>It is a reasonable request that arbitration should be allowed as an effective remedy for disputes upto INR 25 Crs as was the case in earlier tender.</p> <p>Please note that cl. 34 states that High Court of Andhra Pradesh has the sole jurisdiction. There is also a conflict with clause 3 of SCC which states AP High Court has jurisdiction. Please resolve the conflict of jurisdiction by maintaining only Delhi High Court in both clauses.</p>	
Claim amount (excluding claim for interest and counter claim, if any) Up to Rs. 25.00 Lakh Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Number of Arbitrator Not applicable Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Appointing Authority Not applicable Mutually to be decided by the Parties.					
30	GCC 44.7	<p>If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract, <u>by a 15 days' notice in writing,</u> in its entirety or partially to the extent of 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.</p>	Reasonable request.	Not acceptable			
31	GCC 44.8	<p>Termination for delay in mobilization: Contractor is required to mobilize complete equipment along with crew for commencement of services at the specified site</p>	<p>Termination should be the sole remedy in this case after the period of delay against payment of LD is exhausted.</p>	Not acceptable			

		<p>within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of Contract <u>including the 15 weeks of delay in mobilization against payment of liquidated damages as per clause 4.1 of the Special Conditions of Contract</u>. 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.</p>		
32	GCC 44.9	<p>Please delete this clause on termination for convenience. 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.</p>	<p>This clause is too wide and can be arbitrarily used. Termination should be only for causes specified in the contract.</p> <p>This has been standard Industry practise followed in India. Moreover, Indian's largest Offshore NOC ONGC had removed this detrimental clause from all their vessel chartering tenders.</p>	Not acceptable
33	GCC 45	<p>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.</p>	<p>The contractor cannot agree to be liable for these costs which are unknown.</p>	Not acceptable

34	GCC 46	<p>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.</p>	The contractor cannot agree to be liable for these costs which are unknown.	Not acceptable
35	SCC 4	<p>4.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization within the stipulated period for commencement of operations, the Contractor shall be liable to pay liquidated damages @ 0.5% of the estimated Contract value, per week or part thereof of delay subject to maximum of 7.5%.</p> <p>4.2 Company shall have at any time but after the stipulated period for mobilization, the right to terminate the Contract in the event Contractor fails to deploy the services at the designated locations within aforesaid period, without prejudice to any other clauses including subject to the LD Clause. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the contractor and the said amount will be payable on demand, without there being any proof of the actual loss or damages caused by such delay/breach.</p> <p>4.3 In case the Contractor fails to mobilize and deploy the services along with personnel and/or are not ready to commence operations, Company shall have, subject to the, without prejudice to any other provision in the contract including sub clause below, the right to</p>	In case of delay in mobilization, the company can either impose LD or terminate the contract.	Not Agreed

		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).		
36	SCC 7.1	7.1 Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for the overall coordination and operational management at the location. The Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing, <u>subject to such changes being agreed in writing by the Contractor</u> . He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance with the provisions of the contract.	All changes to the SOW to be mutually agreed by the parties.	Not Agreed
37	SCC 13	<u>Subject to the provisions of clause 15 of the General Conditions of Contract</u> , Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs, 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 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.	This should be subject to the indemnity provisions in the GCC.	Not Agreed
38	SCC 14.2	14.2 If the Marine Vessel or any part thereof is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or obstruction to navigation or the operations of the Company or is otherwise abandoned, the Contractor shall, if required by the Company or by the law's	The contractor can agree to be liable for statutory wreck removal.	Not Agreed

		regulation or order of Governmental authorities or agency remove the Marine Vessel at Contractors own cost from Offshore area to the satisfaction of the Company. If the Contractor unreasonably delays in removing the Marine Vessel or any part thereof, the Company may remove it and the Contractor shall indemnify and reimburse the Company for all cost and expenses incurred by the Company in connection therewith. Any expense incurred by the Company in connection with or for locating the area/price of such loss/ damage and/or to ascertain whether such loss/damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to the Company.		
39	SCC 14.3	Please delete this clause	The contractor cannot accept the obligation to provide a substitute vessel.	Not Agreed
40	SCC 14.4	Please delete this clause	The company to indemnify the contractor for damage to its equipment / property as per clause 15 of GCC.	Not Agreed
41	SCC 14.5	USE OF CONTRACTOR'S EQUIPMENT: Subject to the Contractor's prior written consent, which shall not be unreasonably withheld, The Company shall have the right to use the Marine Vessels and all of Contractor's equipment and personnel provided under this Contract during such times as the Company or both Company and Contractor are engaged in bringing a well under control and the marine vessels will perform all activities related to well control, <u>always subject to the natural and safe capacities and capabilities of the Marine Vessel and its crew.</u>	Reasonable request as the contractor has to approve the use of their vessel.	Not Agreed
42	SCC 16	Please delete this clause	The indemnity agreements contained in clause 15 of the GCC address the liability position of both parties. The duplication of these clauses can lead to interpretational conflict.	Not Agreed
43	SCC 17.1	17.1 Also, the Contractor agrees to be bound by professional secrecy and undertake to keep confidential	Reasonable request.	Not Agreed

		any information obtained during the conduct of drilling operations, including, but not limited to, formations penetrated, results of testing, and surveying of the well. And to take all-reasonable steps to ensure the Contractor's personnel likewise keep such information confidential. <u>The Contractor may, however, disclose such information to the Contractor's insurers, lawyers, auditors and consultants.</u>		
44	SCC 18	<p>Notwithstanding anything to the contrary contained herein, it is understood and agreed by the Contractor and Company that the responsibility for pollution or contamination shall be as follows:</p> <p>18.1 The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates above the surface of the water from spills or fuels, lubricants, motor oils, pipe dope, paints solvents, ballast, bilge and garbage <u>emanating from the Marine Vessel</u> wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities, <u>except any pollution or contamination which may emanate from the cargo on / in the Marine Vessel and / or equipment / property of the Company and / or its contractors and subcontractors</u>, provided, however, Contractor's liability shall be limited to US Dollars One Million (US\$ 1 Million) where after the Operator shall indemnify and hold harmless Contractor for amounts in excess.</p> <p>18.2 Except as otherwise provided in article 18.1 above, Operator shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, <u>indemnify</u> defend and save the Contractor harmless from and against all claims,</p>	The contractor shall be responsible for pollution emanating from the vessel except for cargo or company equipment thereon or therein. The Company shall be responsible for all other pollution.	Not Agreed

		demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in sub-clause 18.1 above; which may occur from gross negligence of Contractor including but not limited to; that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oils, gas, water or other substances, as well as the use or disposition of oil emulsion, oil base or chemically treated drilling fluids, contaminated cuttings or caving, lost circulation and fish recovery materials and fluids provided however, Contractor's sole liability under this sub-clause is to reimburse Operator US Dollars One Million (US\$ 1 Million) of cost paid/incurred by Operator in control of the pollutant, clean-up costs, or damage to a third party, provided said pollution results from contractor's gross negligence, where after the Company shall indemnify and hold harmless Contractor for amounts in excess.		
45	SCC 22	Please note that our Marine vessel policy is based on ITC Hulls 83. Trust the same is acceptable.		Not Agreed
46	SCC 23.1	Such Force Majeure situations shall be paid at Force Majeure Rate for a period of first thirty days, for each occasion, after which zero rate shall be payable to the Contractor after which either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days, for each occasion, with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. The Company shall have the absolute right to decide whether any safety hazard exists, or operation is in a critical position and the decision of the Company shall be binding upon the Contractor.	Given the clause deals with FM, the right to terminate should be restricted only in case of a safety hazard.	Not Agreed

47	SCC 24	<p>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 Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment ofby the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.</p> <p><u>Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of the clause above.</u></p>	<p>Typographical error has been corrected. The contractor is responsible for its own equipment. The Company should indemnify the contractor in excess of the limit of liability prescribed.</p>	Not Agreed
48	SCC 25	Please delete this clause.	Suspension of contract is not acceptable to the contractor. Further, the contractor will not be able to plan future deployment of its vessel should the suspension period be added to the contract period.	Not Agreed
49	SCC 29	Please delete the line ' Offer(s) from Bidders who do not confirms availability of Marine Vessel(s) will not be considered for further evaluation.'	Since this clause allows 'subject to availability' offers.	Not Agreed
50	Vessel Specification Sheet – AHTSV Vessel	<p>SPECIAL INSURANCE</p> <p>Insurance policies (as applicable) are to be procured and maintained by the Owners under the Insurance:</p> <p>(1) Marine Hull Insurance - Hull and Machinery Insurance shall be provided with limits equal to the full value of the Vessel.</p> <p>(2) Protection and Indemnity (Marine Liability) Insurance - Protection and Indemnity or Marine Liability insurance shall be provided for the Vessel with <u>standard poolable</u> a limit equal to the value under paragraph 1 above or U.S. \$30 million per occurrence,</p>	<p>The P&I limits should refer to the poolable limit provided by members of the International Group of P&I Clubs.</p> <p>Cargo and other liabilities shall be determined as per the provisions of the contract. The P&I cover</p>	Not Agreed

	<p>whichever is greater and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability of the owners and the Charterers, including collision liability, towers liability (unless carried elsewhere), damage to the Platform or the Rigs, loss or damage of the goods or property of the Charterers and pollution liability. The policy limits must be increased by US\$10 Million for the loss of cargo per occurrence carried by the Vessel either of the Charterers or their contractors or subcontractors or third party cargo as per instructions of the Charterers.</p> <p>(3) — General Third Party Liability Insurance— Coverage shall be for:</p> <ul style="list-style-type: none"> • — Bodily injury U.S.D. \$2 MILLION...per person • — Property Damage U.S.D. \$5 MILLION ...per occurrence <p>(4) — Workmen's Compensation and Employer's Liability Insurance for Employees— Covering non-employees for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.</p> <p>(5) War risk insurance on the Vessel for the same value as in item (1) above, including war risk P & I coverage.</p> <p>(6) — Cargo Insurance: Loss of Cargo of the owners or their contractors or subcontractors or third party to the extent of US\$10 Million per occurrence. The policy coverage must include the loss of cargo caused by any reason including but not limited to negligence of the owner, its crew, master, officers or employees or workers of the contractors or subcontractors of the Charterers or deficiency of vessel, breakdown or failure of the vessel or its equipment, force majeure or any other reason attributable to owners or Charterers or their contractors or subcontractors.</p>	<p>responds as per the liabilities of the owner under the contract.</p> <p>The elements of workmen compensation / employer's liability and third-party liability arising from vessel operation are covered under our P&I policy and we do not take separate covers for the same.</p> <p>Cargo and other liabilities shall be determined as per the provisions of the contract. The P&I cover responds as per the liabilities of the owner under the contract.</p>	
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51	3.4.1 Number of generators	If vessel doesn't have main shaft generator, then is their any minimum requirement of Generator?		Not Agreed. No changes in Tender terms
52	9.11 Chain locker capacity - chain length-OD	Please advise the chain dia /length expected to be stored.		Should be capable for holding 120 MT Bollard Pull . Amendment will be issued.
53	G. Experience Criteria for Master, Chief Officer and Chief Engineer	Request to allow Masters / Chief Engineer's having experience of AHTS 80T BP to be allowed.	Indian Offshore requirements have always remained consistent for AHTSV 80T and therefore most of the Senior Officers are having continuous experience on AHTSV 80T BP. Further there is severe shortage of Masters / Chief Engineer's.	Agreed, Amendment will be issued.
54	BEC, Clause 14(b)	Please delete: The Bidder has to re-export the items/consumables/equipment after completion of the contract in case of imported items / consumables / equipment. The bidder will be fully responsible to pay the customs duty in case the items/consumables/equipment are taken by the Contractor to an area where the customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letters for availing concessional customs duty for the import of goods.	There is no re-export condition mentioned in Customs law.	Not acceptable

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
1	2 (k)	<p>It is seen from the bid document that the bidder has to submit a Bid Security amount of USD 483,243 for bidding 2 Nos AHTS.</p> <p>It is submitted that the bid security amount is very high approximately amounting to 4.4% of the total estimated cost for charter hire of two AHTS vessels, considering the average charter rate of USD 15,000 per AHTS.</p> <p>We would like to bring to your kind attention that this extremely high cost of bid security will discourage the vessel owners from submitting competitive bid to Oil India, as the normal bid security amount in the Oil & Gas Industry is seen to be 1-2% of the estimated contract value.</p>	<p>It is therefore requested that the bid security amount be reduced to about USD 50,000 per vessel as per the normal practice in the industry.</p> <p>The bidder may be asked to submit USD 100,000 if bidding for 2 AHTSs.</p>	Not acceptable
* PART-3 - SECTION-I - GENERAL CONDITIONS OF CONTRACT				
1.	1.2.10	<p>The prices will remain unchanged for <i>firm 12 (twelve) months as stipulated in SCOPE OF WORK</i>, except for statutory changes, during currency of the Contract unless specifically agreed to in writing by Company. <i>The prices for any extension of the Contract Period shall be subject to mutual agreement between the Parties.</i></p>	<p>The prices stated in our Commercial proposal shall be proposed for the firm duration only.</p> <p>Any extension of period of hire should be mutually agreed by the Parties. The Contractor must actively plan for its vessel before the firm duration ends.</p>	No change
2.	3.2	Change Program: It is agreed that Contractor	Any change of the program must	No change

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		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 <i>with prior consent of Contractor</i> . Company's instruction in this regard shall be final and binding <i>but always be within the natural capacities and capabilities of the Contractor's Equipment (including vessel)</i>	be notified and approved by Contractor before implementation.	
3.	10.4	The Performance Security shall be encashed by Company on account of Contractor's failure to fulfil its obligations under the Contract and / or nonperformance / unsatisfactory performance of the Contractor, <i>and unable to remedy its faults/ negligence within a reasonable timeframe as agreed by both Parties</i> . Company shall not be required to proof any loss or damage on account of Contractor's nonperformance / unsatisfactory performance.	For clarity. Contractor shall be allowed to remedy its defaults within a reasonable time before Company takes any further action. In the event the Contractor fails to remedy such defaults within the stipulated period, Company shall be entitled to encash the Performance Security without the need to demonstrate any loss or damage.	No change
4.	11.1	The successful bidder is required to sign a formal detailed Contract with OIL within a maximum period of 60 days of date of LOA. Until the Contract is signed, the LOA as well	For clarity	No change

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>as GCC & SCC <i>(including any related clarifications, amendments arise thereof)</i> as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the Contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such Contractor shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].</p>		
5.	12.3.6	<p>[...]</p> <p><i>A non-resident Contractor i.e., a Contractor who is not 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 OIL 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 OIL at the time of signing the Contract and an option so exercised shall be final</i></p>	For clarity.	Clarified

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<i>and cannot be changed during the currency of this Contract. In case an option is so exercised, OIL 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.</i>		
6.	14.1 (b)	The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property <i>to the extent caused by its solely faults/ negligence.</i>	The third party indemnity should be on knock for knock basis. Each party shall be responsible for any damage, loss of property and personnel of any third party due to its fault/ negligence.	No change in Standard GCC
7.	14.1 (e)	All <i>additional</i> costs on account of insurance liabilities covered under Contract will be to Contractor <i>Company's</i> account.	In line with our proposal. The quoted prices are net to Contractor on the "as is" basis. Any additional requirement to the current/ existed insurance of Contractor incurred cost impact shall be reimbursed by Company to Contractor.	No change in Standard GCC
8.	14.7	Additional <i>Protective Co-</i> Assured: "Oil India Limited" is to be included as Additional <i>Protective Co-</i> Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's	For clarity. Kindly be advised that in insurance glossary, they used the term "Protective co-assured" instead of "Additional Assured".	No change in Standard GCC

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		Liability insurance).		
9.	14.8 (e)	That OIL shall be given <i>by Contractor</i> thirty (30) days written advance notice of any material change in the policy	For clarity.	Okay, however no change.
10.	14.11	Please delete this clause in its entirety and mark as "NOT APPLICABLE".	According to the insurance policy, the insurance club does not agree this clause.	No change in Standard GCC
11.	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.	Contractor as a experienced service provider will at its best effort complete the Work under this CONTRACT to avoid any disruption to Company's operation. However, in the unlikely case of any unforeseeable situation occurs, which no one wishes for, it is necessary to cap the Contractor's liability for such situation rather than a vague, unlimited liability. This aligns with industry standards and BIMCO templates in which the Contractor's liability for a non-operational vessel shall be limited to the suspension of hire payments.	No change
12.	23 (WARRANTY)	Please delete this clause in its entirety and	Due to nature of Work performed by Contractor under this contract,	No change

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
	AND REMEDY OF DEFECTS)	mark as "NOT APPLICABLE".	this clause is not applicable.	
13.	24.1	Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies) <i>without prior consent of Company</i> . 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.	For clarity. As the direct party in this Contract, Contractor has the right to subcontract, transfer or assign the Contract with prior consent of Company.	No change
14.	27.3	Manner of Payment: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges <i>arise from the receiving bank</i> , if any, will be on account of the Contractor. <i>Bank charges arise from the sending bank, if any will be on account of the Company</i> .	For clarity on the payment liability of Contractor and Company about bank charges.	No change in Standard GCC
15.	27.5	Invoices: Mobilization charges (if any) will be invoiced <i>right upon the Contract signing</i> only upon completion of mobilization as certified by Company representative and Contractor is ready at site for starting the services / operation . Payment of mobilization	Following our internal policy, regarding new client, we require the Mobilization charges shall be invoiced and paid before the Vessel departs from its origin port in Commercial Port/ PTSC	Not acceptable.

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		charges shall be made within 45 <i>five (5)</i> days following the date of receipt of undisputed invoices by Company <i>but always before the Vessel departs from its origin port.</i>	Downstream Port, Ho Chi Minh City, SR.Vietnam.	
16.	27.6	Contractor shall send invoice to Company on the day following the end of each month <i>no later than 10th day of following month</i> for all daily or monthly charges due to the Contractor <i>performed in the preceding month.</i>	Contractor needs adequate time to collect adequate supporting documents for invoicing. It is will be more appropriate to indicate the time for invoice issuance on the beginning of each month for the work performed in previous month. The electric invoice has the date fixed and cannot be altered.	No change in Standard GCC
17.	27.8	Payment of monthly invoices, if undisputed, shall be made within 30 <i>21</i> days following the date of receipt of invoice by Company. <i>If payment is not received by Contractor within five (5) banking days following the due date, Contractor is entitled to charge interest at the rate of 1% per month on the amount outstanding from and including the due date until the payment is received.</i>	Common practice. 21-day is a sufficient time for Company to process payment. For any late payment, interest shall be applied.	No change in Standard GCC
18.	27.9	Company shall within 30 <i>7</i> days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed	7 days from receiving the dispute invoice by the COMPANY is sufficient time for Company to check the invoices and inform	No change in Standard GCC

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. [...]	Contractor the disputed item(s).	
19.	27.11	Payment of Final demobilization charges shall be made if applicable within 45 <i>five (5) working</i> days on receipt of invoice by Company accompanied by the following documents from the Contractor <i>but always before Vessel departs from the Redelivery place</i> : [...]	Following our internal policy, regarding new client, we require the Demobilization charges shall be invoiced and paid before Vessel departs from the Redelivery place.	No change in Standard GCC
20.	27.13 (New)	<p><i>Company shall pay as following milestones:</i></p> <ul style="list-style-type: none"> <i>- 100% Mobilization fee within five (5) working days after signing the Contract but always before the Vessel departs from Commercial Port/ PTSC Downstream Port, Ho Chi Minh City, SR.Vietnam.</i> <i>- Charter Hire: On monthly basis, all amounts that become due to Contractor by Company for the Services performed in the previous month.</i> <i>- 100% Demobilization fee and all other remaining charges within five (5) working days before Vessel departs from the Redelivery place.</i> 	In line with our commercial proposal on the payment terms.	Not acceptable

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<i>- Other fees which provided by Contractor at Company requirement shall be reimbursed by Company at cost plus 10% handling fees.</i>		
21.	28	Please delete this clause at its entirety and mark as "NOT APPLICABLE".	The Vessel shall be provided by Haduco to OIL, not through any agent. Therefore, this clause shall not be applied.	No change
22.	30 (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 USD 5,000 @ 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.	We would like to propose a reasonable liquidated damages rate for your kind consideration.	Not acceptable
23.	30 (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	To be consistent with our comment in clause 30(b) above.	Not acceptable

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>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.</p>		
24.	31	<p>[...]</p> <p>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) 30 (thirty) days for each such occasion. [...]</p> <p>Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) last 30 (Thirty) consecutive days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. Company shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the Company shall binding upon the</p>	<p>To be consistent with our comment in Clause 23.1 – SCC and Item E – SOR.</p>	<p>Not acceptable</p>

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>Contractor.</p> <p>Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) thirty (30) days force majeure period. [or exclusively mentioned in the SCC of the Contract]</p> <p>[...]</p>		
25.	33	<p>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 and being confirmed by Contractor, on account of subsequently discovered evidence in order to protect Company from loss on account of :</p>	<p>Any withhold amount must be agreed by Company and Contractor in advance.</p>	<p>No change in Standard GCC</p>
26.	38	<p>The Contractor shall be liable for all surface and sub-surface pollution to the extent caused by Contractor and resulting from Contractor's Equipment (including vessel) 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.</p> <p>[...]</p>	<p>In line with our insurance policy. Contractor is only responsible for pollution emanating from the its Equipment or in this particular circumstance, from the vessel of the Contractor.</p>	<p>No change</p>

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
27.	44.1	Termination on expiry of the Contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL <i>both Parties have</i> has exercised— its option to extend this contract in accordance with the provisions, if any, of this contract.	Any extension of the charter duration should be mutually agreed by the Parties. The CONTRACTOR must actively plan for its vessel before the firm duration ends.	Not acceptable
28.	44.5	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 <i>and Contractor shall promptly remedy its faults within a reasonable timeframe agreed by both Parties.</i> 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 <i>and in case Contractor fails to rectify its faults within the abovementioned reasonable periods.</i> In the event Contractor rectifies its nonperformance to the satisfaction of the Company, the option of termination may <i>shall</i> not be exercised by the Company.	Contractor should have right to remedy its own faults within a reasonable timeframe agreed by both Parties before Company takes any further actions.	Not acceptable

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		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].		
29.	44.7	If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days <i>and Contractor fails to remedy its faults within the reasonable timeframe agreed by both Parties</i> , Company at its option, may terminate this Contract in its entirety or partially to the extent of nonperformance, 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.	Refer to our explanation in Clause 44.5 above.	Not acceptable
30.	44.8	[...] 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. <i>In the event the Company cancels</i>	Common practice.	Not acceptable

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<i>the Contract, it shall terminate on terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Contract.</i>		
31.	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 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 <i>and the remaining Charter hire for firm 12 (twelve) months as stipulated in SCOPE OF WORK and any firm extension period including but not limited to the mobilization and demobilization fees and any other documented costs arising due to the termination.</i>	This clause of termination by convenience would prevent the vessel owners from bidding in this tender, as the termination of Contract without assigning any reason would be a huge financial risk to the vessel owner to have mobilized the vessel to India at large expense. Therefore, it is reasonable for the Contractor to be entitled to the payment of lumpsum amount being the total charter rate of the balance days of the firm period including mobilization and demobilization fees due to the termination at Company's convenience.	Not acceptable
32.	44.10	<i>Apart from Article 44.9, in all other</i> cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of	For clarity.	Not acceptable

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>termination. [...] [...] Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7 <i>and to be payable by Company in case of 44.1 to 44.3.</i></p>		
33.	45	<p>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</p>	<p>Contractor as a experienced service provider will at its best effort complete the Work under this Contract to avoid any disruption to Company's operation. However, in the unlikely case of any unforeseeable situation occurs, which no one wishes for, it is necessary to cap the Contractor's liability for such situation rather than a vague, unlimited liability. This aligns with industry standards and BIMCO templates in which the Contractor's liability for a non-operational vessel shall be limited to remedy its faults and the suspension of hire payments.</p>	Not acceptable

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		rates/prices.		
34.	46	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.	Contractor as a experienced service provider will at its best effort complete the Work under this Contract to avoid any disruption to Company's operation. However, in the unlikely case of any unforeseeable situation occurs, which no one wishes for, it is necessary to cap the Contractor's liability for such situation rather than a vague, unlimited liability. This aligns with industry standards and BIMCO templates in which the Contractor's liability for a non-operational vessel shall be limited to remedy its faults and the suspension of hire payments.	Not acceptable
* PART-3 - SECTION-II: TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK				
35.	2.0 - D – “Likely commencement Date” Row	Q1 2026 <i>In all cases, the actual Commencement Date shall not be later than 31 March 2026. In the event that the Vessel is ready to deliver on the delivery date required by Company but Company is not ready to take</i>	Reasonable terms and conditions. In case the Company delays in onhire the Vessel on the Delivery date confirmed by Charterers, or 00:00LT 1st April 2026, Contractor shall be entitled to	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<i>the Vessel for on hire regardless of causes, the Contractor shall be entitled to get paid at 100% Daily Charter Rate as from the Delivery time and date confirmed by Charterers, or as from 00:00LT 1st April 2026, whichever is earlier.</i>	Charter hire.	
36.	2.0 - D – “Likely Duration of Programme” Row	<p>The <i>firm</i> duration of the contract shall be for a period of 12 (twelve) months from the date of commencement of the contract, with provision for an extension of up to 06 (six) months, <i>subject to mutual agreement between both Parties.</i></p> <p>Estimated commencement of drilling activities is expected to be circa February / March' 2026.</p> <p>[...]</p>	<p>Firm duration should be clearly indicated under any Contract in this kind of Services.</p> <p>Any extension of the charter period should be mutually agreed by both Parties. The Contractor must actively plan for its vessel before the firm duration ends.</p>	Not Agreed
37.	MARINE LOGISTICS SERVICE - D	<p>[...]</p> <p>d. The vessel must have at least two towing pendants of not less than the required breaking load and of the same construction and lay as the main towing/work wire.</p> <p>e. If synthetic stretchers are used at least two shall be carried. The min dry breaking load of the synthetic stretchers must be not less than 1.5 times the min required Break Load</p>	<p>In case Charterers require to comply with this clause, cost impact as below shall be applied at Charterer's account.</p> <p>- 2 towing pendants: 5000 USD</p> <p>- synthetic stretchers: 12000 USD.</p>	As per Tender terms

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		(BL) of the main tow/work wire. The stretchers must have heavy-duty gusseted thimbles at each end. [...]		
38.	MARINE LOGISTICS SERVICE - E (2)	Protection and Indemnity (Marine Liability) Insurance - Protection and Indemnity or Marine Liability insurance shall be provided for the Vessel with a limit equal to the value under paragraph 1 above or U.S. \$30 1,5 million per occurrence, whichever is greater and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability of the owners and the Charterers , including collision liability, towers liability (unless carried elsewhere), damage to the Platform or the Rigs, loss or damage of the goods or property of the Charterers Owners and pollution liability.	Owners therefore highly recommends P&I value at United States Dollars One Million and Five Hundred Thousand as this is the normal industry practice which we are doing with the other major oil & gas Companies with no cost impact. In case the scope of work consists of specialist operation, cost impact of 1,800 USD per year or pro rata per Vessel shall be applied, subject to minimum 61 days premium, which shall be reimbursed by Charterers to Owners. This cost impact is exclusive of VAT. However, in case Charterers require to apply the P&I limitation at USD 30 million, cost impact of USD 46,000 per year or pro rata per vessel, subject to minimum 61 days premium shall be applied at Charterer's account. This cost	As per Tender terms

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>The policy limits must be increased by US\$10 Million for the loss of cargo per occurrence carried by the Vessel either of the Charterers or their contractors or subcontractors or third party cargo as per instructions of the Charterers.</p>	<p>impact is exclusive of VAT. In case the scope of work consists of specialist operation, cost impact of 53,000 USD per year or pro rata per vessel, subject to minimum 61 days premium shall be applied at Charterer's account. This cost impact is exclusive of VAT. The actual cost incurred shall be due to Charterers' decision. Kindly advise if any specialist underwater operation activities is involved in this project. In addition, the indemnity should be on knock for knock basis. Contractor shall be responsible for its own property and personnel. We believe that Company already has insurance covering any risks related to its goods, property and personnel including cargo carried by the Vessel either of the Charterers or their contractors or subcontractors or third-party cargo as per instructions of the Charterers.</p>	
39.	MARINE LOGISTICS	<i>(NOT APPLICABLE)</i> (3) General Third-Party Liability Insurance - Coverage shall be	Given that this the Owners' Scope of Work under this project focuses	As per Tender terms

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
	SERVICE - E (3)(4)(6)	<p>for:</p> <p>a. Bodily injury U.S.D. \$2 MILLION...per person</p> <p>b. Property Damage U.S.D. \$5 MILLION ...per occurrence</p> <p><i>(NOT APPLICABLE)</i> 4. Workmen's Compensation and Employer's Liability Insurance for Employees</p> <p>a. Covering non-employees for statutory benefits as set out and required by local law in the area of operation or area in which the Owners may become legally obliged to pay benefits.</p> <p><i>(NOT APPLICABLE)</i> 6. Cargo Insurance: Loss of Cargo of the owners or their contractors or subcontractors or third party to the extent of US\$10 Million per occurrence. The policy coverage must include the loss of cargo caused by any reason including but not limited to negligence of the owner, its crew,</p>	<p>on the provision of offshore Vessel Services, the two primary applicable insurances are Hull and Machinery insurance and Protection and Indemnity (P&I) Insurance.</p> <p>Offshore Third Party Liability and shall be covered under the P&I Insurance.</p> <p>Workmen's Compensation and Employer's Liability Insurance, Onshore Third Party Liability are not relevant to the services we offer.</p> <p>Refer to explanation in clause E (2) above. Cargo Insurance should be provided by Charterers.</p>	

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		master, officers or employees or workers of the contractors or subcontractors of the Charterers or deficiency of vessel, breakdown or failure of the vessel or its equipment, force majeure or any other reason attributable to owners or Charterers or their contractors or subcontractors.		
* PART-3 - SECTION-III: SPECIAL CONDITIONS OF CONTRACT				
40.	2.2	<p>[...]</p> <p>Company will deploy TPI agency to inspect <i>in Commercial Port/ PTSC Downstream Port, Ho Chi Minh City, Vietnam</i> the Marine vessels before mobilization as spelt out in this bid document. Thus, the Marine vessels should be offered for inspection by Company's nominated TPI agency prior to mobilization with at least 15 days' notice. Contractor should indicate their acceptance to this effect in the techno-commercial bid.</p> <p><i>Notwithstanding otherwise stipulated under this Contract, the Vessel shall be pre-inspected at Commercial Port/ PTSC Downstream Port, Ho Chi Minh City, Vietnam and get approval from the Company prior it departs from Commercial Port/ PTSC Downstream Port. In case the Vessel passed the required inspection in</i></p>	<p>We propose that the inspection shall be implemented in Commercial Port/ PTSC Downstream Port, Ho Chi Minh City, Vietnam.</p> <p>Reasonable terms and conditions in case the Vessel passed the required inspection but not be accepted to be on-hired.</p>	<p>To be guided by Tender terms, however for clarification OIL agrees for deployment of TPI to inspect in Commercial Port/ PTSC Downstream Port, Ho Chi Minh City, Vietnam. No changes to tender term is required.</p>

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p><i>Vietnam and mobilized to the Delivery Point on the Final Delivery Date but is not accepted for on-hire, the Contractor shall, at its discretion, be entitled to:</i></p> <p><i>(i) get paid for the charter hire as from the time the Vessel arrived the Delivery Point on the Delivery date, or</i></p> <p><i>(ii) pull out the Vessel of this project with no obligations to Company and the Contract shall deem to be terminated at Company's convenience. Contractor shall have right to claim the early termination fees as mentioned in Clause 44.9 - GCC including but not limited to Mobilization and Demobilization fees and any documented costs incurred due to such termination.</i></p> <p>[...]</p>		
41.	2.2-Note (iv), (vii)	<p>(iv) Mobilization charges shall become payable after the Marine Vessels, ready in all respects as per scope of work, including obtaining all statutory clearances (as applicable) are mobilised to the respective locations as above & provided it is ready to commence operations duly certified by the Company Representative <i>within five (5) days following the date of receipt of undisputed</i></p>	<p>To be consistent with our comment in clause 27.5 and 27.11 – GCC above.</p>	<p>Not Agreed</p>

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p><i>invoices by Company but always before the Vessel departs from its origin port.</i></p> <p>(vii) De-mobilization charge shall become payable <i>within five (5) working days before Vessel departs from the Redelivery place</i> on clearance & re-export (if applicable) of the Marine Vessels from Indian Port / Custom authorities for reexport of the vessels to Contractor's base or Block Transfer or re-export to SEZ as permissible under applicable customs rules / regulations and provided Company is out of charge after Block Transfer or re-export to SEZ. However, Company shall not pay de-mobilization charge if the Marine Vessel(s) are not re-exported (if applicable) on completion / termination of Contract.</p>		
42.	2.4	<p>The <i>firm</i> duration of the contract shall be for a period of 12 (twelve) months from the date of commencement of the contract, subject to following conditions:</p> <p>(i) The contract duration may be extended by another 06 (six) months <i>by giving written notice to Contractor sixty (60) days before the end of the firm contract duration, subject to mutual agreement by both</i></p>	<p>To be consistent with Clause D - SCOPE OF WORK.</p> <p>Any extension of the charter duration should be mutually agreed by the Parties. The Contractor must actively plan for its vessel before the firm duration ends.</p> <p>Common practice. Contractor requires at least 02 months</p>	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		Parties at the sole discretion of the Company at the same rates , terms & conditions. <i>The rates are subject to mutual agreement by both parties.</i> [...]	advance notice of extension time for proper preparation.	
43.	4.1	Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization within the stipulated period for commencement of operations, the Contractor shall be liable to pay liquidated damages @ 0.5% of the estimated Contract value <i>USD 5,000</i> , per week or part thereof of delay subject to maximum of 7.5% <i>of the Contract value</i> .	Refer to our explanation in Clause 30 (b) - GCC above.	Not Agreed
44.	4.6	LD will be calculated on the basis of annual Contract value excluding duties and taxes, where such duties / taxes have been shown separately in the Contract.	To be consistent with our comment in Clause 30 (b) - GCC above.	Not Agreed
45.	7.1	Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for the overall coordination and operational management at the location. The Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing <i>and</i>	Contractor directly perform Company's project. Therefore, any change in the scope of work should be discussed and agreed by both Parties.	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p><i>mutually agreed by Contractor.</i> He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance with the provisions of the contract.</p>		
46.	8.4	<p>The Company shall provide fuel (HF-HSD) and potable water for the Marine Vessels provided by the Contractor <i>during the Charter duration.</i></p> <p><i>*For fuel quantity remaining on board at on-hire and off-hire time:</i></p> <p><i>The Company upon delivery and the Contractor upon redelivery shall take over and pay for the fuel quantity on board the Vessel at the prices prevailing at the times and ports of delivery and redelivery as published on the website [TO BE PROVIDED BY COMPANY].</i></p> <p><i>For avoidance of doubt, the fuel quantity at redelivery time will not exceed the fuel quantity at delivery time.</i></p> <p><i>In case the fuel quantity at redelivery time exceeds the fuel quantity at delivery time, Company has responsibility to transfer the</i></p>	<p>For clarity</p> <p>Contractor proposes that we issue a separate invoice for fuel and water onboard the vessel at the time of delivery and redelivery since it is a long-term Contract. To streamline the process and minimize paperwork, we propose to clearly indicate the reference in the fuel and water unit rate applied for both parties ease in reference. We would like the fuel quantity at the redelivery time shall not exceed the fuel quantity of delivery time for avoidance of any exceeded budget on purchasing fuel.</p> <p>The current price of water from</p>	<p>Clarified during Pre-Bid. No changes in Tender clause is required.</p>

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p><i>exceeded difference fuel quantity out of the Vessel before redelivering the Vessel. Vessel shall be deemed on-hire and Contractor shall be paid the operating day rate until Company completes the transferring the exceeded fuel out of the Vessel.</i></p> <p><i>*For water quantity remaining on board at on-hire and off-hire time:</i></p> <p><i>The Company upon delivery and the Contractor upon redelivery shall pay for the water quantity on board at the times and ports of delivery and redelivery. The water unit rate shall be based on unit rates specified in the frame contract between Contractor and its supplier at the on-hire date and Company and its supplier at the off-hire date.</i></p>	<p>Contractor side is 2.0 USD/M3 (Exclusive of VAT). Please advise the water price from Company side.</p>	
47.	8.6	<p>There will be no escalation in day rates throughout the <i>firm</i> duration of the Contract inexcluding extension, on account of any price increase in lubricants, other consumables, etc.</p>	<p>The rates for the extension period shall be subject to mutual agreement by both parties.</p>	Not Agreed
48.	8.9	<p>Zero-day rate will be applicable for shutdown of Drilling Unit operations on account of inadequate supply of Contractor's relevant equipment / material <i>and</i></p>	<p>Contractor should have chance to remedy its faults before Company takes any further actions.</p>	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<i>Contractor does not take any action to remedy within the reasonable timeframe as per Company's request.</i>		
49.	9.0 (iii)	Contractor to complete all inspection before the Marine Vessels are allowed to be positioned at the specified location. <i>Notwithstanding anything stipulated in this Contract, the Vessel shall be subject to Company's pre-inspection at Commercial Port/ PTSC Downstream Port, Ho Chi Minh City, Vietnam and approval by Company prior to departure from Commercial Port/ PTSC Downstream Port.</i>	Refer to our explanation in Clause 2.2- SCC above.	Clarified in Pre-Bid Meeting. No changes in tender terms required.
50.	9.0 (vi) (vii)	vi. Maximum time allowed on board, for inspection of the marine vessels is 05 man-days. The Contractor has to offer the Marine Vessels for inspection on complete readiness of the Marine Vessels. In case inspection takes more than 05 man days, t The cost of inspection beyond 05 man days would be to the account of the Contractor <i>Company</i> . vii. In case inspection is required to be carried out in two stages and the cumulative inspection for two stages is more than 05 man-days then the inspection charges only up to 05 man days will be borne by OIL.	According to industry practice, the inspection cost should be fully borne by the Company under all circumstances.	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>However, all inspection charges beyond the cumulative inspection days in stage 2 inspection if required shall be to the Contractor's account. Moreover, all other expenses after the Stage-1 inspection shall be to the Contractor's account.</p>		
51.	9.0 (ix)(x)	<p>ix. During all stages, the entire to and fro expenses towards travel of the surveyors from point of origin or the nearest airport from the location of the Marine Vessels to the Marine Vessels on board, and Board & Lodging of the Surveyors during the inspection of the Marine Vessels, shall be the responsibility of the Contractor <i>Company</i>.</p> <p>x. Contractor <i>Company</i> agrees to provide the documents at their own cost required for obtaining visa (for the inspectors) of the country where the Marine vessel(s) is/are offered for inspection.</p>	As the surveyors are nominated by the Company, all related costs including travel, accommodation, and visa arrangements should be borne by the Company.	Not Agreed
52.	13.0	Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs, 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 indemnity should be on knock for knock basis. Each party shall be solely responsible for any damage, loss of its own property. We believe that Company already has insurance covering any risks related to its property.	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		the Contractor, provided that Contractor's 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.	In addition, each party shall be responsible for any damage, loss of materials or equipment of any third party due to its fault/negligence.	
53.	14.2	If the Marine Vessel(s) or any part thereof is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or obstruction to navigation or the operations of the Company or is otherwise abandoned, the Contractor shall, if required by the Company or <i>and</i> by the law's regulation or order of Governmental authorities or agency remove the Marine Vessel(s) at Contractors own cost from Offshore area to the satisfaction of the Company. [...]	Standard wreck removal terms. The order by law or government authority is the requisite condition for any wreck removal requirement.	Not Agreed
54.	14.4	Contractor <i>Company</i> 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.	Equivalent indemnity clause. Each party shall assume all responsibility for its own materials and equipment.	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
55.	18.3	Please delete this clause at its entirety and mark as "NOT APPLICABLE".	It is inequivalent when requires each party be responsible for pollution caused by third party for whom such party is performing work.	Not Agreed
56.	21.1	[...] In case of failure <i>caused by Contractor's faults</i> to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.	For clarity. Contractor shall be liable if it is caused by and fails to remedy its faults within the specified time.	No change required.
57.	23.1	[...] Such Force Majeure situations shall be paid at Force Majeure Rate for a period of first thirty days, for each occasion , after which zero rate shall be payable to the Contractor after which either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 <i>(Sixty) last Thirty (30) consecutive</i> days, for each occasion , with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life	It is suggested that the right to terminate the contract be granted if the force majeure period lasts 30 consecutive days to avoid any unexpected time and cost for the Parties. For clarity.	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>and property on account of withdrawal of operations or the operation is at critical stage. The Company shall have the absolute right to decide whether any safety hazard exists, or operation is in a critical position and the decision of the Company shall be binding upon the Contractor.</p> <p><i>In addition, the Company shall pay to the Contractor the mobilization and demobilization fee in case the Contract is terminated due to such reason.</i></p>		
58.	24	<p>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 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.</p>	<p>Contractor as a experienced service provider will at its best effort complete the Work under this Contract to avoid any disruption to Company's operation. However, in the unlikely case of any unforeseeable situation occurs, which no one wishes for, it is necessary to set reasonable cap amount on Contractor's liability.</p>	Not Agreed
59.	27, item 14.9	<p>If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew</p>	<p>We would like to propose a reasonable liquidated damages rate for your kind consideration.</p>	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>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 USD 1,000 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.</p>		
60.	27, item 14.5	<p>Waiver of subrogation: Except for the workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where OIL is neither required to be present as principal Assured or additional Protective co-Assured, all insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of</p>	<p>Kindly be advised that the insurance Club cannot include the required sentence, but a standard Club wording in accordance with protective co-assured clause. In insurance glossary, they used the term "Protective co-assured" instead of "principal Assured or Additional Assured".</p>	<p>Clarified in Pre-Bid Meeting. No changes in tender terms required.</p>

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		subrogation against Oil India Limited or any of their employees or their affiliates and assignees to the extent of the indemnities undertaken by the Contractor under this contract”.		
* PART-3 - SECTION-IV: SCHEDULE OF RATES (SOR)				
61.	A (iv)	Mobilization charges shall become payable <i>within five (5) days following the date of receipt of undisputed invoices by Company but always before the Vessel departs from its origin port</i> after the Marine Vessel, ready in all respects as per scope of work, including obtaining all statutory clearances (as applicable) are mobilised to the designated Port of Call (Kakinada) & provided it is ready to commence operations duly certified by the Company Representative.	To be consistent with our comment in clause 27.5 – GCC above.	Not Agreed
62.	B (ii)	De-mobilization charge shall become payable <i>within five (5) working days before Vessel departs from the Redelivery place</i> on clearance & re-export (if applicable) of the Marine Vessel from Indian Port / Custom authorities for reexport of the vessel to Contractor's base or Block Transfer or re-export to SEZ as permissible under applicable customs rules / regulations and	To be consistent with our comment in clause 27.11 – GCC above.	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>provided Company is out of charge after Block Transfer or re-export to SEZ. However, Company shall not pay demobilization charge if the Marine Vessel is not reexported (if applicable) on completion/ termination of Contract.</p>		
63.	D	<p>[...] Contractor shall be paid at the Repair Day Rate up to a maximum of 32 (thirty two) hours as compensation per calendar month, <i>which shall be cumulative from the commencement of the Charter Duration for maintenance and repairs including drydocking (hereinafter referred to as "Maintenance Allowance")</i>. Beyond the said 32 hours <i>Maintenance Allowance</i>, no daily compensation shall be payable to Contractor during such failure breakdown until operations are recommenced to the satisfaction of the Company at which time the applicable rate shall again come into force. Any unused portion of the 32 hours per calendar month cannot be carried forward and/or adjusted against any other calendar month.</p> <p>[...]</p> <p>Note: Repair day rate of Marine vessel</p>	<p>Any vessel working offshore must have minimum of 32 hours per month for maintenance and repairs as per the internationally recognised practice in the Oil& Gas Industry to ensure the vessel's smooth operation and safety. Therefore, 100% of the operating day rate should be paid within the Allowance Maintenance Period. In addition, Contractor should have the right to repair and maintain the Vessel during the entire accrued maintenance allowance period without limitation. This accumulated maintenance period would be utilized by Contractor to carry out essential repair activities/maintenance of essential equipment.</p>	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		(AHTS) shall be limited to maximum 5 100% of the operating day rate.		
64.	E	<p>FORCE MAJEURE DAY RATE (Per 24 Hrs. Day) (FMR): The Force Majeure Day Rate shall be payable for the first thirty days of Force Majeure period, for each occasion, after which zero rate shall be payable to the Contractor after which either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) <i>last Thirty (30) consecutive</i> days, for each occasion, with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. The Company shall have the absolute right to decide whether any safety hazard exists, or operation is in a critical position and the decision of the Company shall be binding upon the Contractor.</p> <p>(ii) Force majeure day rate shall be limited to maximum 80% of ODR. This will be considered as FORCE MAJEURE RATE under all conditions.</p>	<p>To be consistent with our comment in clause 23.1 – SCC above.</p> <p>For clarity.</p>	Not Agreed

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
65.	F	<p>SUSPENSION RATE (per 24 Hrs. Day) [SR] [...]</p> <ul style="list-style-type: none"> • Suspension rate shall be limited to maximum 8 100% of ODR. 	<p>Given the Contractor provides its Vessels with the competitive Prices and Rates based on the specific firm continuous charter period, Contractor proposes not to apply suspension due to Company's convenience.</p> <p>For compromise, we agree to apply this clause provided that the Charterer pays 100% of the Operating Day Rate to the Contractor for the suspension period.</p>	Not Agreed
66.	G	<p>PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, etc.: [...]</p> <p>1.2 MANNER OF PAYMENT: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges <i>arise from the receiving bank</i>, if any will be on account of the Contractor. <i>Bank charges arise from the sending bank, if any will be on account of the Company.</i></p> <p>1.3 Payment of any invoices shall not prejudice the right of Company to question</p>	<p>For clarity on the payment liability of Contractor and Company about bank charges.</p> <p>Any concern on payment by Company should be raised within 90 days upon completion of duration of the Contract.</p>	Not Acceptable

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>the validity of any charges therein, provided Company within 2 (two) year 90 (ninety) days after the date of payment shall make and deliver to Contractor notice of objection to any item or items the validity of which in question.</p> <p>1.4 Invoices written: Mobilization charges will be invoiced right upon the Contract signing only upon completion of mobilization (after commencement of operation at the first well), submission /production of appropriate inventory documents, and physical verification by Company representative. [...]</p> <p>1.9 Payment of monthly invoices, if undisputed, shall be made within 21 30 days following the date of receipt of invoice by Company excepting for the first two (2) and last monthly invoices where some delay (up to two months) may occur.</p> <p>1.10 Company shall within 30 7 calendar days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which</p>	<p>The payment is required to proceeded within 21 days from the date of receipt of invoice.</p> <p>7 days from receiving the dispute invoice by the Company is sufficient time for Company to check the invoices and inform Contractor the disputed item(s).</p> <p>Kindly apply same concept for monthly payment of charter hire as well as any other invoices.</p> <p>We require the Mobilization charges shall be invoiced and paid before the Vessel departs from its origin port in Commercial Port/ PTSC Downstream Port, Ho Chi Minh City, Vietnam.</p> <p>The payment is required to</p>	

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice OIL's right to question the validity of the payment at a later date as envisaged in Clause 1.3 above. [...]</p> <p>1.12 Payment of other invoices as set forth in Clause 1.7 (reimbursable items) shall be made <i>at the same time of monthly invoice mentioned in Clause 1.9 as above</i> within 60 days following the date of receipt of the invoices by Company.</p> <p>1.13 Payment of Mobilization Charges shall be made within <i>five (5)</i> 30 days following the date of receipt of undisputed invoices by Company <i>but always before the Vessel departs from its origin port.</i> Mobilization should be complete in all respect before raising invoice accompanied by all supporting documents.</p> <p>1.14 Payment of last invoice shall be made within 45 <i>21</i> days following receipt of invoice by Company accompanied by the</p>	<p>proceeded within 21 days from the date of receipt of invoice.</p> <p>Common practice.</p> <p>For clarity. We require the Demobilization charges shall be invoiced and paid before Vessel departs from the Redelivery place.</p>	

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>following documents from the Contractor:</p> <p>a) Audited account up to completion of the Contract.</p> <p>b) Tax audit report for the above period as required under the Indian Tax Laws.</p> <p>c) Documentary evidence regarding the submission of returns and payment of taxes for the personnel engaged by the Contractor.</p> <p>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.</p> <p>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.</p> <p>1.15 Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based up to 2 (two) 01 (one) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by</p>		

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's comments
		<p>Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Contract.</p> <p><i>1.16 Payment of Demobilization charges shall be made within five (5) working days before Vessel departs from the Redelivery place.</i></p>		

SL NO.	TENDER CLAUSE	QUERY	OIL INDIA REPLY
1	Forwarding letter SI No (k), pg no 2 / BEC SI No. B 1 Financial Evaluation Criteria, pg no 31	<p>We had in past participated for various charter hire tenders of OSV 1500MT /PSV 3000MT /AHTS 120 MT etc floated by PSU E&P Companies, wherein the per vessel requirement for bid bond was Rs 75 - 80 Lacs and bidder turnover around Rs 18 Crore.</p> <p>However, we have observed that in this tender having a requirement of 2 AHT's (100 MT), the bid bond requirement is as whopping INR 4,17,86,035.00 and turnover is INR 104.46 Crore. Financial parameters way above the standard market tendering practise for similar work scope will severely restrict participation of MSME bidders which will eventually hamper Oil India own interest.</p> <p>Hence, request Oil India to amend the financial requirement of this tender to align with the criteria being followed by other PSU's in India to permit healthy competition.</p>	No changes.
2	Vessel Specification Sheet - AHTS Vessel, pg no 87	We presume that vessel with bollard pull capacity of 100 MT meeting all technical and operational requirements but with less than 10,000 BHP is acceptable. Please confirm acceptance.	Less than 10,000 BHP is not acceptable. However, Amendment will be issued for increasing Bollard Pull to 120 MT.
3	Vessel Specification Sheet - AHTS Vessel, pg no 93	Please intimate the type of FRC required	Bidder to be guided by following tender condition – The vessel is to be equipped with at least one fast rescue craft (FRC) of a capacity of 5 persons in addition to the rescue boat (as per the SOLAS Convention). FRC must meet UKOOA Guidelines for “Standing by Duty” for Offshore Installations arranged and maintained to be permanently ready for use under all weather conditions.

	<p><i>Refusal (RoFR) would be as follows: (a) Indian built, Indian flagged, Indian owned ... (e) Indian built, foreign flagged, foreign owned. The priority is in sequence above. RoFR shall be applicable within 20% margin of purchase preference. The bidder who exercises RoFR must match the lowest L1 price. In case none of the eligible bidders matches L1, the charter is awarded to L1. Bidder offering a vessel not falling in categories (a)–(e) may undertake to convert such vessel to categories (a) or (b) prior to commencement of operations but after price bid opening... such bidder shall submit an additional 5% BG... forfeited if fails to convert the vessels as per undertaking.”</i></p>	<p>Indian registry is mandatory for foreign vessels and, if so, at what stage this must be done. Additionally, please confirm that if our foreign vessel is lowest-priced (L1), an eligible Indian-category bidder within 20% of our price will be given the chance to match our price and take the contract. We seek assurance on these points so we can assess the risk of losing an award due to RoFR and plan any re-flagging in advance.</p> <p>Please clarify the price evaluation criteria if bidder offered the foreign built, foreign flagged, foreign owned vessels.</p>	
<p>Part-3, Section III (SCC) Clause 2.2 – Mobilization Period (Page 99)</p>	<p><i>“The Marine Vessels shall be mobilized at the Port of Call – Kakinada, Andhra Pradesh, within 90 days of Mobilization Notice issued by the Company. Note: (ii) All documents pertaining to the Marine Vessels in connection with block transfer – if applicable, other statutory clearances/documents as applicable under law must be submitted/applied prior to mobilization. Mobilization will not... [continues].”</i> (Refer also to Part-3, Section II Clause 8.0 requiring naval defense clearance, DG Shipping</p>	<p>Mobilization Timeline & Regulatory Clearances: Given the 90-day mobilization period, we are concerned about obtaining all required statutory clearances for a foreign-flag vessel in time. These include Naval Defence Clearance from MoD, DG Shipping permission (NOC) for deployment of a foreign vessel, security clearance for foreign crew (MOHA/IB/police), customs clearance (block transfer), etc., all at the Contractor’s cost. Such clearances can be time-consuming and involve external authorities. Please clarify: (a) Will OIL assist in expediting these permissions by issuing necessary supporting/forwarding letters or facilitating communications with ministries (as</p>	<p>Clarified in the Pre Bid Meeting. No changes in tender terms.</p>

	permission, Customs/MOHA/IB clearances, etc.)	indicated, e.g., “Company shall issue forwarding letter upon request”)? (b) If delays in clearances occur due to government processing beyond the Contractor’s control, will OIL consider extending the mobilization period without levying liquidated damages, or treat such delays as permissible delays? We seek a clear understanding of how these regulatory approvals are to be managed within 90 days, and whether any relief or time-extension is available for clearance-related delays not caused by the Contractor.	
Part-3, Section III (SCC) Clause 2.4 – DURATION OF CONTRACT: (Page No. 100)	“2.4 Duration of Contract: 12 months from commencement, (i) The contract duration may be extended by another 6 (six) months at the sole discretion of the Company at the same rates, terms and conditions.”	Extension Option – Notice and Acceptance: We note that OIL has the right to extend the contract by up to 6 months on the same terms and rates, unilaterally. This poses planning considerations for vessel deployment. Could OIL please clarify: (a) Approximately how much advance notice will be given to the Contractor if OIL decides to exercise this 6-month extension option? (For example, will we be informed 1-2 months before the initial 12-month period ends?) (b) Is the Contractor’s agreement required for the extension or is it compulsory for us to continue if OIL so decides? We ask because market conditions or vessel scheduling might change after 12 months. Typically, we will factor in the possibility and keep the vessel available, but we need to know if there is any provision to mutually discuss the extension or if it is binding as per tender. Knowing the likely notice period and obligation will help us manage our vessel commitment accordingly.	OIL will inform 60 days beforehand for any extension. Amendment will be issued.
Part-3, Section III	“Time is of the essence... In event of Contractor’s default in timely	Mobilization Delays – LD Cap and Force Majeure: We note the liquidated damages for late	To be guided by Tender terms

<p>(SCC) Clause 4.1 & 4.4 – Liquidated Damages for Mobilization</p> <p>(Page No. 100)</p>	<p><i>mobilization, Contractor shall be liable to pay liquidated damages @ 0.5% of estimated Contract value per week or part thereof of delay, subject to maximum 7.5%. Company shall have the right to terminate the Contract after the stipulated mobilization period if Contractor fails to deploy within that period, without prejudice to other clauses including LD. ... If Contractor is unable to mobilize within the period, it may request extension with unconditional agreement for LD. Upon such request, Company at its discretion may extend and recover LD as above... LD will be calculated on annual Contract value excluding taxes.”</i></p>	<p>mobilization are capped at 7.5% of contract value, and the Company may also terminate for delay beyond the allowed period. Kindly confirm that this 7.5% of contract value is the maximum penalty for delayed mobilization (i.e. LD is capped at 7.5% and is the sole financial remedy for delay, aside from contract termination right). In case delays are due to reasons beyond the Contractor’s control (e.g. delay in statutory clearances, port closures, force majeure events), please confirm if such delays can be considered under force majeure or excused without imposition of LD. We want to ensure that unforeseeable delays in mobilization will not automatically trigger penalties or termination. If possible, please clarify the procedure to seek an extension for mobilization in such cases (e.g. documentation required to justify non-contractor-related delays).</p>	
<p>Part-3, Section III (SCC) Clause 5.0 – Sub-Contracting</p> <p>(Page No. 101)</p>	<p><i>“5.0 Sub-contracting shall not be allowed under this contract.”</i></p>	<p>Chartering of Vessel vs. Sub-Contracting: We will be bidding as a single contracting entity; however, we plan to charter (hire) the AHTS vessel from its owner and offer it to OIL for this contract. Kindly confirm that this arrangement is permitted and not considered “sub-contracting” under this clause. The bidder (our company) will be fully responsible to OIL for performing the contract, but the vessel’s legal owner and crew employer may be another company (with whom we have a time-charter agreement). We interpret that hiring a vessel (time-charter) is an internal arrangement and is acceptable, provided we do not sub-contract the execution of the OIL contract to a third party. Please confirm that bidders can offer</p>	<p>Clarified in the Pre Bid Meeting. No changes in tender terms.</p>

		chartered vessels and that the “no sub-contracting” clause is intended to prevent delegation of contract scope to third parties without consent, rather than prohibiting charter hire of a vessel. This clarification is crucial for us to utilize a foreign-flag vessel owned by another entity while we act as the prime contractor.	
Part-3, Section III (SCC) Clause 11.0 – Marine Vessel Licences & Permits (Page No. 105)	<p><i>“Contractor agrees to secure permits and licences for operation of the Marine Vessels in Indian waters at his cost. It is the responsibility of Contractor to obtain Naval Defence Clearance prior to commencement, at his cost. It is the responsibility of Contractor to obtain all necessary permissions and clearances from statutory authorities for operating the vessels in Indian waters at his cost. Contractor shall ensure vessels are classed and obtain DG Shipping permission, wherever required, for supporting the drilling unit in Indian waters, at their cost. However, for obtaining Naval Defence Clearance and other permissions, Company shall issue forwarding letter upon request. ... Contractor shall maintain all required statutory</i></p> <p><i>certificates/clearances/permits valid throughout the contract. Zero-day rate will be applicable if the same is not complied with by the contractor.”</i></p>	<p>Statutory Certificates & Zero-Rate Clause: We understand we must obtain and keep valid all certifications and permits (vessel’s class certificates, statutory trading certificates, safety and manning certificates, security clearances, etc.) for the vessel and crew during the contract. We seek clarification on the “zero-day rate” penalty: If a required certificate or permit lapses or is not available, the contract says zero hire is payable for that period. Please confirm that if, for example, a certificate expires and is not renewed in time, OIL will stop charter payment for the days the vessel is non-compliant (and presumably not allowed to work). Also, is there any grace period to rectify such issues? For instance, if a certificate renewal is delayed a few days due to administrative reasons but the vessel is otherwise operational, will hire be withheld immediately from day 1 of expiry? We request OIL to consider that minor lags in paperwork could happen; perhaps a short grace period (e.g. 7 days) to cure the compliance issue before invoking zero rate would be reasonable. Additionally, kindly confirm that OIL will promptly assist with any letters or endorsements needed from charterer’s side to obtain these licenses (especially Naval clearance</p>	Clarified in the Pre Bid Meeting. No changes in tender terms.

		and DG Shipping clearance), as mentioned in the clause.	
Part-3, Section 1 (GCC) Clause 14.0 – Insurance and Indemnity; SCC Clause 13.0 – Liability Limit (Page No. 56 & 106)	<p>“14.1 Contractor at its own expense shall secure and maintain comprehensive insurance (All Risks coverage as per international standards) for all equipment, tools, vessels, etc., and for injury/death of personnel and third-party liability, to the satisfaction of Company. ... 14.4 All insurance policies shall be endorsed to waive subrogation against Company to the extent of liabilities assumed by Contractor under this contract. The policies (except WC/EL) shall include a Loss Payee Clause: ‘In respect of insurance claims in which OIL’s interest is involved, payment shall be made to OIL...’ 14.10 Contractor shall furnish certificates of insurance to Company... including Employee Compensation, Employer’s Liability as per law of country of origin, Commercial General Liability (covering vehicles used) as per Indian law, Carrier’s Legal Liability for goods in transit, Public Liability as per Act 1991 (or provide undertaking of no hazardous substance), etc., and any other insurance in SCC.” ... “SCC 13.0 Damage to Pipeline/Rigs: Contractor responsible for any damage to pipelines, platforms, rigs, etc. due to Contractor’s gross negligence, limited to USD</p>	<p>Liability Cap and Indemnities: We appreciate that the SCC includes a knock-for-knock style indemnity: each party covers its own property and personnel. The Contractor’s liability for damage to OIL’s offshore installations due to gross negligence is capped at \$500,000 per occurrence, which is a reasonable limitation. We seek confirmation that neither party will claim indirect or consequential damages against the other. For example, if our vessel is unable to perform and causes rig downtime beyond the penalties stipulated, OIL would not pursue lost production or opportunity costs, etc., and similarly we waive any such claims. The tender does not explicitly mention “consequential damages,” so we want to clarify if the intent is to exclude them and stick to direct losses only. Additionally, please confirm that aside from the specific cap (\$500k for pipeline/rig damage) and the insurance cover requirements, all other liabilities are managed through the indemnity structure (Contractor covers its personnel/equipment, Company covers its own personnel, well, reservoir, blowout, etc. – as implied in SCC 14.1 and pollution/blowout clause). Understanding this risk allocation clearly is crucial for us to ensure our insurance program aligns with the contract terms and to evaluate any residual risks.</p>	To be guided by Tender terms

	<p>500,000 per occurrence. Company shall indemnify and hold Contractor harmless for all amounts in excess of this limit. SCC 14.1: Loss or damage to Contractor's equipment/vessel – Contractor's own loss (Contractor indemnifies Company for Contractor's property loss). ... 14.4 Damage or loss of Company's equipment: if due to Contractor's fault, Contractor shall compensate Company (no specific cap mentioned here). 14.5 Use of Contractor's equipment: Company has the right to use Contractor's vessel and equipment for well control efforts, etc., in emergency."</p>		
<p>Part-3 Section-IV, SCHEDULE OF RATES (SOR) – D. REPAIR DAY RATE (Page No. 120)</p>	<p><i>Pricing Notes: "Quoted Repair Day Rate of the vessel shall not exceed 50% of Operating Day Rate... If quoted more, it will be evaluated and paid at 50%. ... If operations are suspended due to breakdown or failure of the vessel or its equipment, the vessel shall be paid at the Repair Day Rate up to a maximum of 32 hours per calendar month as compensation. Beyond 32 hours, no daily hire shall be payable until operations resume... Beyond the permissible period, zero rate will be applicable for the vessel."</i></p>	<p>Downtime Allowance and Penalty: The tender's pricing conditions for downtime are noted. We seek confirmation and a bit of relief on the following: (a) The Repair Day Rate is to be ≤50% of the operating day rate, and any breakdown downtime up to 32 hours per month is paid at this 50% rate, while downtime beyond 32 hours in a month is unpaid (zero rate). Please confirm our understanding that the 32 hours allowance resets each calendar month and cannot be carried over – i.e., each month up to 32 hours of technical downtime is compensated at 50%, and after 32 hours in that month, no hire is paid. (b) Is the 32-hour tolerance per month intended to cover minor repairs cumulatively? For example, if there are multiple short breakdowns adding up to 32 hours, all would be paid at 50%, but once the total</p>	

		<p>exceeds 32 hours in that month, the additional time is unpaid – kindly confirm. (c) In the event of a major breakdown exceeding 32 hours, besides not paying hire, does OIL reserve the right to terminate the contract for non-performance or require a replacement vessel? The tender doesn't explicitly state but we want to know the consequences if downtime is prolonged. We request OIL to consider whether some pro-rated hire could be considered beyond 32 hours for long repairs, or at least clarify if after a certain number of zero-rate days the contract might be terminated for default. Understanding these provisions will help us plan maintenance and have contingency measures to minimize downtime.</p> <p>We request OIL to allow accrument of Any unused portion of the 32 hours per calendar month for a maximum of 6 months.</p> <p>For any unexpected, sudden breakdown of the vessel not anticipated, the repair works will include engaging service men and ordering of relevant spares, sometimes the repair exceeds 32 hours.</p> <p>All efforts will be taken by the Contractor to ensure nil breakdown of the vessel, however, during unexpected conditions, Contractor seeks full support of Oil India.</p>	
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