OIL INDIA LIMITED
KG BASIN PROJECT
KAKINADA

AMENDMENT No. 3 Dated 06.11.2024
To TENDER No. CEG7203P25

1.0 Consequent of the Pre-bid Conference held on 27.09.2024, this amendment is issued to amend / correct the following clauses of bidding document:

Sl. No.	CLAUSE No.	Page No.	ORIGINAL CLAUSE	AMENDED CLAUSE
1	Forwarding Letter Clause 2.0 (l)	2 of 317	**Bid Security Validity: 180 (One Hundred Eighty)** days from Bid Closing Date	**Bid Security Validity: 195 (One Hundred Ninety-five)** days from Bid Closing Date
2	Instruction to Bidders Clause 8.0	13 of 317	Currencies of bid and payment The Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees. Indian Bidders are required to quote their prices in INR only. If any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB. However, currency once quoted will not be allowed to be changed.	Currencies of bid and payment **FOR FOREIGN BIDDERS**: Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees, except for expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees. For determining the expenditure incurred in India, the foreign bidder must quote the percentage of the Indian Component/expenditure against each line item of the Price Bid Format. During payment (if successful), the Expenses in India component of the price shall be converted to INR (if their quoted price is other than INR) considering the conversion rate as per Clause 21.0 of ITB. The bidder shall submit an Undertaking as per **Annexure-VIII** along with the technical bid. **FOR INDIAN BIDDERS**: Indian Bidders are to quote in INR only. However, if any Indian bidder quotes their price in currency other than INR, contract to

				the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB.
3	Instruction to Bidders Clause 22.3	20 of 317	Exchange rate risk: Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.	Exchange rate risk: Company will not be compensating for any exchange rate fluctuations in respect of the services.
4	BEC / A. Technical Evaluation Criteria / 12.0	31 of 317	The bidder shall submit relevant Class certificate with annual survey endorsement by the classification agency valid as on the date of original bid opening or otherwise confirmation of the Class certificate valid as on the date of original bid opening should be submitted from the concerned classification agency along with the un-priced bid. Classification agency should be a member of the International Association of classification societies (IACS). The bidders should submit along with their unpriced bid, copy of the following valid certificates: - (i) Class Certification: - confirming that the Drilling Unit offered conforms to the specifications as built (ii) Registry (iii) MODU code – minimum 1989 Bidder shall confirm to maintain all the class certificates valid throughout the contract period.	The bidder shall submit relevant Class certificate with annual survey endorsement by the classification agency valid as on the date of original bid opening or otherwise confirmation of the Class certificate valid as on the date of original bid opening should be submitted from the concerned classification agency along with the un-priced bid. Classification agency should be a member of the International Association of classification societies (IACS). The bidders should submit along with their unpriced bid, copy of the following valid certificates: (i) Class Certification: - confirming that the Drilling Unit offered conforms to the specifications as built (ii) Registry (iii) MODU code – To comply with minimum MODU Code 1989 before commencement of operations and subject to the following: a) Bidders offering Drilling Unit(s) operating in Indian Waters should submit updated status of Progressive Implementation Plan as per DGS Guidelines for up-gradation of Mobile Offshore Drilling Units from 1979 MODU Code to 1989 MODU Code or above, before Price Bid Opening. Offered Drilling Unit(s) whose timelines are not met will not be considered for further evaluation. b) Bidders offering Drilling Unit(s) which are not operating in Indian Waters should submit an undertaking before Price Bid

				Opening that the offered Drilling Unit(s) shall comply with the requirements of MODU Code, 1989 or 2009, before commencement of operations. Offered Drilling Unit(s) whose undertakings are not received will not be considered for further evaluation. Bidder shall confirm to maintain all the class certificates valid throughout the contract period.
5	BEC / A. Technical Evaluation Criteria / 14.0 / (i)	32 of 317	**Mobilization period:** (i) Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit and associated services along with the crew so as to commence operations at the designated drilling location nominated by OIL INDIA LIMITED within a period of **180 days** (inclusive of inspection of the Drilling Unit) from the date of issuance of the Mobilization Notice by OIL INDIA LIMITED. Bids with offer quoting more than **180 days** will be out rightly rejected.	**Mobilization period:** (i) Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit and associated services along with the crew so as to commence operations at the designated drilling location nominated by OIL INDIA LIMITED within a period of **180 days** (inclusive of inspection of the Drilling Unit) from the date of issuance of the Mobilization Notice by OIL INDIA LIMITED. Bids with offer quoting more than **180 days** will be out rightly rejected. **Note:** **The Mobilization Notice will be issued within 60 Calendar Days after issue of the "Letter of Award" provided PBG in full is submitted by the successful Bidder.**
6	Part-3 Section-I General Conditions of Contract Clause 10.1	54 of 317	On receipt of notification of award from the Company, the Contractor shall furnish the Performance Security to Company within **15 (fifteen) days** from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque* ~~/ NEFT / RTGS~~ / Electronic fund transfer to designated account of OIL# or ~~Fixed Deposit Receipt (account OIL INDIA LIMITED)~~ or irrevocable Bank Guarantee ~~or irrevocable Letter of Credit (LC)~~ from:	On receipt of notification of award from the Company, the Contractor shall furnish the Performance Security to Company within **30 (thirty) days** from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque* ~~/ NEFT / RTGS~~ / Electronic fund transfer to designated account of OIL# or ~~Fixed Deposit Receipt (account OIL INDIA LIMITED)~~ or irrevocable Bank Guarantee ~~or irrevocable Letter of Credit (LC)~~ from:
7	Part-3 / Section-II TERMS OF REFERENCE / TECHNICAL	96 of 317	MEDICAL EVACUATION SERVICES	MEDICAL EVACUATION SERVICES

<table>
<tr><td></td><td>SPECIFICATIONS /SCOPE OF WORK/ Appendix-1 /Exhibit-5</td><td></td><td>The Contractor is required to provide facilities for emergency medical services, in Kochi/ Thiruvananthapuram, Kerala.</td><td>The Contractor is required to provide facilities for emergency medical services, in Thiruvananthapuram, Kerala.</td></tr>
<tr><td>8</td><td>Section II/ Terms of Reference / Technical Specifications / Scope of Work /Appendix 1/Exhibit 6</td><td>97 of 317</td><td>DRILLING TOOLS:<table><tr><th>Stabilisers (all with connections to suit Contractor's drilling tubulars)</th><th></th></tr><tr><td>26" NB Stabiliser - spiral integral blade</td><td>2</td></tr><tr><td>26" String Stabiliser - spiral integral blade</td><td>2</td></tr><tr><td>17-1/2" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>17-3/8" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>17-1/4" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>16-3/4" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>16-1/4" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>17-1/2" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>17-3/8" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>12-1/4" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>12" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>12-1/4" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>412-1/8" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>152" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>11-3/4" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>8-1/2" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>8-1/4" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>8-1/2" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>8-3/8" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>8-1/4" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>5-7/8" NB Stabiliser - integral blade</td><td>2</td></tr><tr><td>5-7/8" String Stabiliser - integral blade</td><td>2</td></tr><tr><td>5-3/4" String Stabiliser - integral blade</td><td>2</td></tr></table></td><td>DRILLING TOOLS:<table><tr><th>Stabilisers (all with connections to suit Contractor's drilling tubulars)</th><th></th></tr><tr><td>26" NB Stabiliser - spiral integral blade/sleeve type</td><td>2</td></tr><tr><td>26" String Stabiliser - spiral integral blade/ sleeve type</td><td>2</td></tr><tr><td>17-1/2" NB Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>17-3/8" NB Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>17-1/4" NB Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>16-3/4" NB Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>16-1/4" NB Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>17-1/2" String Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>17-3/8" String Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>12-1/4" NB Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>12" NB Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>12-1/4" String Stabiliser - integral blade/ sleeve type</td><td>2</td></tr><tr><td>412-1/8" String Stabiliser - integral blade/ sleeve type</td><td>2</td></tr></table></td></tr>
</table>

				152" String Stabiliser - integral blade/ sleeve type: 2 11-3/4" String Stabiliser - integral blade/ sleeve type: 2 8-1/2" NB Stabiliser - integral blade/ sleeve type: 2 8-1/4" NB Stabiliser - integral blade/ sleeve type: 2 8-1/2" String Stabiliser - integral blade/ sleeve type: 2 8-3/8" String Stabiliser - integral blade/ sleeve type: 2 8-1/4" String Stabiliser - integral blade/ sleeve type: 2 5-7/8" NB Stabiliser - integral blade/ sleeve type: 2 5-7/8" String Stabiliser - integral blade/ sleeve type: 2 5-3/4" String Stabiliser - integral blade/ sleeve type: 2
9	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Appendix-1 - Exhibit-6	98 of 317	Casing Scrapers for rotating application Casing Scrapers – 13-3/8”, 9-5/8”, 7” & 4-1/2” - 02 Each of all sizes	Casing Scrapers for rotating application Casing Scrapers – 13-3/8”, 9-5/8”, 7” & 4-1/2” - 01 Each of all sizes complete assembly plus 01 Each size spare replaceable lantern.
10	Section II/ Terms of Reference / Technical Specifications / Scope of Work /Appendix 1/Exhibit 6	99 of 317	**DRILLING TUBULARS**	**DRILLING TUBULARS**

			5-1/2" x 21.9 or 24.7 lb./ft Range 3 Grade S drill pipe, with 5-1/2" FH or equivalent connection – 6500m or 5-1/2" x 21.9 or 24.7 lb./ft Range 3 Grade S drill pipe 3500m, plus 5-1/2" x 21.9 or 24.7 lb./ft Range 3 Grade G drill pipe 3000m with 5-1/2" FH or equivalent connection or 5-7/8" x 26.4 or 28.67 lb/ft Range 3 Grade S drill pipe, with 5-7/8" FH or equivalent connection – 6500m or 5-7/8" x 26.4 or 28.67 lb/ft Range 3 Grade S drill pipe – 3500m, plus 5-7/8" x 26.4 or 28.67 lb/ft Range 3 Grade G drill pipe – 3000m with 5-7/8" FH or equivalent connection	6500 m		5-1/2" x 21.9 or 24.7 lb./ft Range 2 / Range 3 Grade S drill pipe, with 5-1/2" FH or equivalent connection – 6500m or 5-1/2" x 21.9 or 24.7 lb./ft Range 2 / Range 3 Grade S drill pipe 3500m, plus 5-1/2" x 21.9 or 24.7 lb./ft Range 2 / Range 3 Grade G drill pipe 3000m with 5-1/2" FH or equivalent connection or 5-7/8" x 26.4 or 28.67 lb/ft Range 2 / Range 3 Grade S drill pipe, with 5-7/8" FH or equivalent connection – 6500m or 5-7/8" x 26.4 or 28.67 lb/ft Range 2 / Range 3 Grade S drill pipe – 3500m, plus 5-7/8" x 26.4 or 28.67 lb/ft Range 2 / Range 3 Grade G drill pipe – 3000m with 5-7/8" FH or equivalent connection	6500 m
			3-1/2" Drill Pipe, S-135, 15.5 lbs./ft, 3-1/2" IF connection (Range 3 or Range 2, R3 preferred)	2000 m		3-1/2" Drill Pipe, S-135, 15.5 lbs./ft, 3-1/2" IF connection (Range 3 or Range 2, R3 preferred)	2000 m
11	Section II / Terms of Reference / Technical Specifications / Scope of Work /Appendix 2 /Exhibit A/ 10. Jacking, mooring and towing systems,	105 of 317	Rack & pinion type. The rig must have capacity to jack up with full variable load permissible during afloat/ moving and bidder should submit documentary evidence to this effect. Mooring winches must be in operating condition. 1.Jacking system: Hydraulic a. Type: Rack and pinion b. Make: c. Jacking speed: 1ft/min minimum d. No of pinions: 4 per leg			Rack & pinion type. The rig must have capacity to jack up with full variable load permissible during afloat/ moving and bidder should submit documentary evidence to this effect. Mooring winches must be in operating condition. 1.Jacking system: Hydraulic or Electric. a. Type: Rack and pinion b. Make: c. Jacking speed: 1ft/min minimum d. No of pinions: 4 per leg	
12	Part-3, Sec-II, Terms of Reference / Technical Specifications / Scope of Work/Appendix-2,	107 0f 317	Rig must have air-conditioned accommodation space for not less than 105 persons. (Rig must have accommodation space to accommodate rig crew plus provision of 35 beds for Company and its service personnel.)			1. Rig must have air-conditioned accommodation space for not less than 98 persons. (Rig must have accommodation space to accommodate rig crew plus provision of 35 beds for Company and its service personnel.)	

	Exhibit-A/13.1			
13	Part-3, Sec-II, Terms of Reference / Technical Specifications / Scope of Work/Appendix-2, Exhibit-A/13.3	107 of 317	Rig must have 2 galleys.	3,0 Rigs with either 01 galley or 02 galleys will be acceptable.
14	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Appendix-2 - Exhibit-A/ Sl. No. 13.4	107 of 317	Accommodation 4.0 The Bidder shall also provide minimum two Air-conditioned Offices for Company man / Company personnel with all facilities for monitoring of operations, such as online display of drilling parameters The office must be equipped with computer, internet with e-mail, printer, fax machine and other communication.	Accommodation 4.0 The Bidder shall also provide: a) One Air-conditioned Office for Company man/ Company personnel with all facilities for monitoring of operations, such as online display of drilling parameters. The office must be equipped with computer, internet with e-mail, printer, fax machine and other communication. b) One Air-conditioned office for Third parties, with computer, internet with e-mail, printer, fax machine and other communication.
15	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Appendix-2 - Exhibit-A/ Sl. No. 16.1	109 of 317	Minimum 3 nos. 1600 HP Mud pumps. Rated Working Pressure (RWP) of the High Pressure (HP) system, HP lines from Pump to Top Drive, to be 7500 psi or greater. Complete with suitable supercharging pumps and two no. GE752 or equivalent electric motors and suitable pulsation dampeners. Provision must be there for one of the mixing pumps to be able to work as supercharger for the mud pumps if required. Bidder must provide 5.1/2”, 6”, 6 1/2” and 7” Liners along with mud pumps for the entire drilling programme as per the hole size and discharge requirement.	Minimum 3 nos. 2000 HP Mud pumps. Rated Working Pressure (RWP) of the High Pressure (HP) system, HP lines from Pump to Top Drive, to be 7500 psi or greater. Complete with suitable supercharging pumps and two nos. of suitable electric motors and suitable pulsation dampeners. Provision must be there for one of the mixing pumps to be able to work as supercharger for the mud pumps if required. Bidder must provide 5.1/2”, 6”, 6 1/2” and 7” Liners along with mud pumps for the entire drilling programme as per the hole size and discharge requirement.
16	Part-3 Section-II	110 of 317	Hoppers: Minimum 2 nos. of hoppers for mixing chemicals and a deck hopper for mixing salt along with suitable centrifugal	Hoppers: Minimum 2 nos. of hoppers for mixing chemicals and salt along with suitable centrifugal pumps must be provided. Line

	TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Appendix 2-Exhibit-A/ Sl. No 17.7		pumps must be provided. Line arrangement must enable suction from and discharge to each tank.	arrangement must enable suction from and discharge to each tank.
17	Section II/ Terms of Reference / Technical Specifications / Scope of Work /Appendix 2/Exhibit A/31. Cementing Unit	121 of 317	Electric Motor or Diesel Engine driven Horizontal Twin Pump Cementing Unit with appropriate plunger sizes and pumping pressures. Cementing Unit must have RCM / PSM or equivalent recirculating system having minimum 10 bbl. slurry tub capacity and complete with all accessories: Cementing Unit must have 15000 psi rated pumping manifold. Cementing Unit must have as a minimum: • Two numbers Triplex Plunger Pumps having 15,000 psi rated working pressure and maximum discharge rate of 10-11 BPM per pump. • Centrifugal water mixing Pumps, rated working pressure-200-220 psi minimum, and maximum discharge rate of 10.5 bbl./min per pump. • Slurry Supercharger / Booster centrifugal pump rated working pressure 40-50 psi and maximum flow rate 20-22 BPM. • Standard high-pressure discharge and release manifold rated working pressure 15000 psi (same working pressure as of cementing unit) • Cementing unit must have one number Densimeter which can measure slurry density accurately. • Provision for monitoring and recording system to record and show the real time parameters such as pressures, flow rate, density etc. up to 8 operating parameters • Cement surge tank of 70-80 cu.ft. capacity with load cell arrangement is to be provided. •Contractor to provide experienced personnel to run the cementing unit as and when required.	Electric Motor or Diesel Engine driven Horizontal Twin Pump Cementing Unit with appropriate plunger sizes and pumping pressures. Cementing Unit must have RCM / PSM or equivalent recirculating system having minimum 10 bbl. slurry tub capacity and complete with all accessories: Cementing Unit must have 15000 psi rated pumping manifold. Cementing Unit must have as a minimum: • Two numbers Triplex Plunger Pumps having 15,000 psi rated working pressure discharge rate of 10-11 BPM per pump. Each pump should be capable of delivering a discharge of 10-11 BPM at a pressure lower than the rated pressure. • Centrifugal water mixing Pumps, rated working pressure-200-220 psi minimum, and maximum discharge rate of 10.5 bbl./min per pump. • Slurry Supercharger / Booster centrifugal pump rated working pressure 40-50 psi and maximum flow rate 20-22 BPM. • Standard high-pressure discharge and release manifold rated working pressure 15000 psi (same working pressure as of cementing unit) • Cementing unit must have one number Densimeter which can measure slurry density accurately. • Provision for monitoring and recording system to record and show the real time parameters such as pressures, flow rate, density etc. up to 8 operating parameters • Cement surge tank of 70-80 cu.ft. capacity with load cell arrangement is to be provided. ~~• Contractor to provide experienced personnel to run the cementing unit as and when required.~~

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<tr><td></td><td></td><td></td><td>• Bidder shall always maintain minimum one set of operational spares as per recommendation of cementing unit manufacturer.
• Low pressure butterfly valves must be pneumatic actuated type with control valves at cementing Company console panel.</td><td>• Bidder shall always maintain minimum one set of operational spares as per recommendation of cementing unit manufacturer.
• Low pressure butterfly valves must be pneumatic actuated type with control valves at cementing Company console panel.</td></tr>
<tr><td>18</td><td>Section II/ Terms of Reference / Technical Specifications / Scope of Work /Appendix 2/Exhibit A/ 33. Water Maker</td><td>122 of 317</td><td>Water maker of adequate capacity of around 40 to 50 tons per day</td><td>Water maker of adequate capacity of around 30 to 35 tons per day.</td></tr>
<tr><td>19</td><td>Part-3
Section-II
TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Appendix-2 - Exhibit-A</td><td>126 of 317</td><td>41. Compliances required to operate in Indian Offshore
3. Drilling Unit must be compliant with International Ship and Port facility Security (ISPS) Code as applicable</td><td>41. Compliances required to operate in Indian Offshore
3. DELETED

As ISPS doesn’t apply to non-propelled MODU, ISPS compliance not required to offered rig.</td></tr>
<tr><td>20</td><td>Part-3, Sect-II, Terms of Reference / Technical Specifications / Scope of Work/ Appendix-3/B. 5.0</td><td>131 of 317</td><td>SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES:

5.0 Towing vessels for mobilization, demobilization and rig moves (if required).

<table><tr><td colspan="2">Provided by</td><td colspan="2">At the cost of</td></tr><tr><td>Company</td><td>Bidder</td><td>Company</td><td>Bidder</td></tr><tr><td></td><td>X</td><td></td><td>X</td></tr></table></td><td>SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES:

5.0 Towing vessels for mobilization and demobilization ~~and rig moves (if required).~~

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Section-II
TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Appendix-3</td>
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<td>New Clause</td>
<td>SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES
B. Transportation

6.0 Towing vessels for rig moves

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Section-II
TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Appendix-3</td>
<td>132 of 317</td>
<td>SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES
D. DRILLING UNIT EQUIPMENT and PERSONNEL
10a. Initial vessel mooring ropes
10b.Replacement of vessel mooring ropes during term of contract</td>
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<td>New Clause</td>
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<tr><td>14.</td><td>Rig Positioning Services</td><td>X</td><td></td><td>X</td><td></td></tr>
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<tr><td>Security and Naval Defence Clearance of Drilling Rig and its Equipment, Vessels and Bidder’s personnel from Ministry of Home and Defence, DRDO, IB, Police and other Government agencies as required.</td><td></td><td>X</td><td></td><td>X</td></tr>
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<td>133 of 317</td>
<td>SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES:

11.a Fishing Tool.</td>
<td>SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES:

11.a Fishing Tool for Contractor’s downhole tools.</td>
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<td>Part 3 Sec-II, Terms of Reference / Technical Specifications / Scope of Work, Appendix 4/Item 24</td>
<td>136 of 317</td>
<td>RATE OF DEDUCTION FOR SHORT DEPLOYMENT FOR RIG CREW PERSONNEL:
<table>
<tr><th>No.</th><th>Category</th><th>Min. Crew on board in 2 shifts</th><th>Short Deployment Rate (US $)/day</th></tr>
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<td>Part 3 Sec-II, Terms of Reference / Technical Specifications / Scope of Work, Appendix 5</td>
<td>137 of 317</td>
<td>LIST OF (PERSONNEL) CREW :</td>
<td>LIST OF (PERSONNEL) CREW :</td>
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			<table><tr><th>No.</th><th>Personnel</th><th>Minimum present on board at any time for 2 shift operations</th></tr><tr><td>24.</td><td>Cementing Unit Operator</td><td>1</td></tr></table>	<table><tr><th>No.</th><th>Personnel</th><th>Minimum present on board at any time for 2 shift operations</th></tr><tr><td>24.</td><td>Deleted</td><td>Deleted</td></tr></table>
28	Part 3 Sec-II, Terms of Reference / Technical Specifications / Scope of Work, Appendix 5		New Note:	**LIST OF (PERSONNEL) CREW:** Note: Cementing Unit Operator shall be provided by the Company. However, Maintenance Crew and maintenance shall be under Rig's Scope.
29	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Appendix-5	137 of 317	List of (Personnel) Crew 2. Catering and House-keeping personnel as required but not to exceed the limit of 14 personnel.	List of (Personnel) Crew 2. Required number of Catering and House-keeping personnel to serve total POB.
30	Part-3, Sec-III, Special Conditions of Contract, 2.3	171 of 317	DATE OF COMMENCEMENT OF OPERATION: The commencement of operations for the purposes of any compensation to the Contractor under this service, shall commence when the Drilling Unit ready in all respects, including obtaining all statutory clearances e.g. Naval clearance, Customs clearance etc. and positioned at the drilling location ready to commence operations duly certified by the Company Representative herein referred to as "Commencement Date". However, any time lost due to location not being ready or delay on account of the Company provided equipment / material / consumables / services shall be paid at Non-Operating Day Rate as defined in this bid document under 'Schedule of Rates'	DATE OF COMMENCEMENT OF OPERATION: The commencement of operations for the purposes of any compensation to the Contractor under this service, shall commence when the Drilling Unit ready in all respects, including obtaining all statutory clearances e.g. Naval clearance, Customs clearance etc. and positioned at the drilling location ready to commence operations duly certified by the Company Representative herein referred to as "Commencement Date ". However, any time lost due to location not being ready or delay on account of the Company provided equipment/material/consumables/services and for the period of loading Company / Company's third-party equipment on board the Drilling Unit shall be paid at Non-Operating Day Rate as defined in this bid document under 'Schedule of Rates'."

31	Part-3, Sec-III, Special Conditions of Contract, 2.4 b	171 of 317	2.4 DURATION OF CONTRACT (b) The successful bidder/ Contractor will be given a Notice Period of 15 days if OIL exercises the option to extend the contract.	(b) The successful bidder/ Contractor will be given a Notice Period of 60 days if OIL exercises the option to extend the contract. If OIL gives a Notice Period of less than 60 days, the Contractor shall have the right to accept the extension or discontinue the contract. However, the Contract shall continue until the completion / abandonment of the last well being drilled.
32	Part 3/Section III/ Special Conditions of Contract/ 6.1.1	173 of 317	Except as otherwise hereinafter provided, the selection, replacement, Contractor shall determine remuneration of Contractor's personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent as required under the service to be provided. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment i.e. within the mobilization period. The contractor shall not deploy its personnel unless cleared by the Company.	Except as otherwise hereinafter provided, Contractor shall determine the selection, replacement, remuneration of Contractor's personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent as required under the service to be provided. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment i.e. within the mobilization period. The contractor shall not deploy its personnel unless cleared by the Company.
33	Part-3, Sec-III, Special Conditions of Contract, 7.17	177 of 317	The Contractor will be responsible for the disposal of the rig generated waste viz. used oil, soiled coverall, gloves, scrap, containers, skips etc., cuttings and waste drilling fluids.	The Contractor will be responsible for the disposal of the rig generated waste viz. used oil, soiled coverall, gloves, scrap, containers, skips etc. However, Company shall be responsible for transfer of the above wastes from the Drilling Unit to shore base at Company's cost.
34	Part-3/ Section-III/ Special Conditions of Contract Clause 11.2	179 of 317	Contractor should provide the list of items to be imported in the format specified in Proforma-A for issuance of **recommendatory letter to Custom office** for clearance of goods from customs at concessional (nil) rate of customs duty. Similarly, Contractor shall furnish list of all remaining and balance items imported under the recommendatory letter for re-export at the end of the Contract and prior to de-mobilization.	Contractor should provide the list of items to be imported in the format specified in Proforma-A for issuance of **Essentiality Certificate** for clearance of goods from customs at concessional (nil) rate of customs duty. Similarly, Contractor shall furnish list of all remaining and balance items imported under the **Essentiality Certificate** for re-export at the end of the Contract and prior to de-mobilization.
35	Part 3/Section III/ Special Conditions of Contract/ 11.4	179 of 317	In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of de-mobilization issued by the Company. If the	In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay

			re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.	shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.
36	Part-3, Sec-III, Special Conditions of Contract, 13.3	180 of 317	To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval.	To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval. Notwithstanding the foregoing, Contractor shall have sole discretionary right without Company's prior approval to subcontract the catering, labour and ad-hoc services to any other contractor and/or Contractor's affiliates.
37	Part 3/Section III/ Special Conditions of Contract/ 13.6	180 of 317	To reduce the rates reasonably, at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.	Deleted.
38	Part 3/Section III/ Special Conditions of Contract/ 17.1	182 of 317	USE OF CONTRACTOR'S EQUIPMENT: The Company shall have the right to use the Drilling Unit 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 Drilling Unit and associated equipment/tools will perform all activities related to well control.	USE OF CONTRACTOR'S EQUIPMENT: The Company shall have the right to use the Drilling Unit 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 Drilling Unit and associated equipment/tools will perform all activities related to well control but subject to the prior written consent of and any additional conditions imposed by Contractor's underwriters. Any additional premiums and all deductibles shall be for Company's account during such operations.
39	Part 3/Section III/ Special Conditions of Contract/ 22.0	185 of 317	The Contractor shall arrange for and execute demobilization of the entire rig package, tools / equipment / spare / accessories / manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the Contract and shall include dismantling of the complete rig package, its accessories / equipment, including the manpower and re-export of the complete rig package (if re-exportable), its accessories / equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by	**The Contractor shall arrange for removal of all items forming part of the Mobilization from the site of the Company and acceptance thereafter by the Company including compliance of relevant notification from Customs Authorities in relation to re-export / transfer of imported equipment / materials under concessional duty scheme, within 60 days of issue of demobilization notice by Company.**

			Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the rig package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure 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.	The Contractor shall arrange for and execute demobilization of the entire rig package, tools / equipment / spare / accessories / manpower etc. upon receipt of notice for demobilization from Company. **Contractor shall carry out the dismantling of the complete rig package, including the manpower and re-export (if re-exportable) the complete rig package, its accessories / equipment, unutilized spares and consumables / transfer the same to areas where concessional rate of Customs is applicable, at the cost of the contractor. The contractor shall comply with the provisions of Customs Notification no. 50/2017-Cus and amendments thereof during re-export along with compliance of Notification No. notification No. 28/2013-Customs, dated 16th May, 2013 in case of transfer of imported items from one eligible PEL/ML to another and indemnify the Company against any claim arising out of non-compliance of such notifications**. Immediately after re-exporting **/ transferring** the rig package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detailed re-export **/ transfer** documents to Company as documentary proof of re-exporting **/ transferring** the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above 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 from Contractor's final settlement of bills and performance security.
40	Part 3/Section III/ Special Conditions of Contract/ 22.2	185 of 317	Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In	Contractor must furnish an undertaking that "**after completion of contract period or any extension thereof of Contract period,** the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported / transferred to another eligible PEL/ML at their own cost after completion of contractual obligation after

			case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.	observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject and **the responsibility for handling all Customs related issues shall be of the Contractor. OIL will be free from Customs duty payment, if any, after expiry of the contract**". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
41	Part 3/Section III/ Special Conditions of Contract/ 25.1	187 of 317	Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. Company employee also shall comply with safety procedures/ policy.	Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. Company employees and the Company's subcontractor and third-party personnel also shall comply with safety procedures/ policy.
42	Part 3/Section III/ Special Conditions of Contract/ 27.1	188 of 317	In case operations are affected due to failure on the part of the Contractor to provide any Associated Services then zero rates will be applicable during the period.	In case operations are suspended due to failure on the part of the Contractor to provide any Associated Services then zero rates will be applicable during the period.
43	Part 3/Section III/ Special Conditions of Contract/ 27.2	188 of 317	In case operations are **NOT** affected due to failure on the part of the Contractor to provide any Associated Services, then penalty will be levied at the rate of 2.5% of operating day rate. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the no availability of any such services during the contractual period.	In case operations are **NOT** affected due to failure on the part of the Contractor to provide any Associated Services (excluding those services that will be provided by the Contractor at the cost of the Company as per 'Schedule of Responsibilities'), then penalty will be levied at the rate of 2.5% of operating day rate. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the no availability of any such services during the contractual period.
44	Part 3/Section III/ Special Conditions of Contract/ 30	189 of 317	CERTIFICATE OF INSURANCE: Before commencing performance of the Contract, Contractor shall upon request, furnish the Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) Insurance Company or Companies carrying	CERTIFICATE OF INSURANCE: Before commencing performance of the Contract, Contractor shall upon request, furnish the Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) Insurance Company or Companies carrying

			the aforesaid coverages, (3) effective and expiration dates of policies, (4) that the Company will be given thirty (30) days written advance notice for any material change in the policy, (5) waiver of subrogation endorsement has been attached to all policies, (6) the territorial limits of all policies. If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then the Company may replace same and charge the cost thereof to Contractor.	the aforesaid coverages, (3) effective and expiration dates of policies, (4) that the Company will be given written notice for any material change in the policy by the Contractor, (5) waiver of subrogation endorsement has been attached to all policies, (6) the territorial limits of all policies. If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then the Company may replace same and charge the cost thereof to Contractor.
45	Part 3/Section III/ Special Conditions of Contract/ 34.2	191 of 317	Contractor should provide the list of the items to be imported by the Service Provider them under the Contract will be as per the items to be imported as submitted in the format specified in Proforma-A along with their bid for issuance of Certificate / Undertaking. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (at least 10 days in advance) requesting Company for issuance of the Certificate / Undertaking / Recommendatory Letter. Company shall issue the requisite documents provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from Customs and clear the goods through customs. Company shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor shall indemnify Company from all liabilities of Customs Duty.	Contractor should provide the list of the items to be imported by the Service Provider them under the Contract will be as per the items to be imported as submitted in the format specified in Proforma-A along with their bid for issuance of Certificate / Undertaking. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (at least 10 days in advance) requesting Company for issuance of EC. Company shall issue the EC provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to clear the goods through customs. Company shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor shall indemnify Company from all liabilities of Customs Duty.
46	Part 3/Section III/ Special Conditions of Contract/ 35	193 of 317	SUSPENSION AT COMPANY'S REQUEST: The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid 'Stack Day Rate' as per the provisions of 'Schedule of Rates'. The Company shall	SUSPENSION AT COMPANY'S REQUEST: The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid 'Stack Day Rate' as per the provisions of 'Schedule of Rates'. The Company shall

			notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location. The total suspension period during the Contract duration shall not exceed a maximum 2 (two) months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract. However, beyond the said period of 2 (two) months, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions.	notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location. During the suspension period, Company shall continue to provide at Company's cost, all logistical supports such as but not limited to fuel, water, vessels, helicopter for crew change and the like, including vessels for towage to and from stack location. The total suspension period during the Contract duration shall not exceed a maximum 2 (two) months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. Failing which, Contractor shall have the sole discretionary right to terminate the Contract after completion / abandonment of the last well being drilled. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract. However, beyond the said period of 2 (two) months, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions.
47	Part 3/Section III/ Special Conditions of Contract/ 36	193 of 317	The Contractor shall complete re-export 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) formalities upon completion/termination of this Contract against all such items which were brought into India on re-exportable basis and provide the list of the items, equipment, consumables etc. to Company along with all relevant export documents. It will also be the sole responsibility of the Contractor to ensure cancellation & discharge of all undertakings/bonds from Customs authorities within 60 days which were provided by Company at the time of import against this Contract. De-mobilization will not be considered completed, till re-export or block transfer or re-export to SEZ of all equipment and	The Contractor shall complete re-export 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) formalities upon completion/termination of this Contract against all such items which were brought into India on re-exportable basis and provide the list of the items, equipment, consumables etc. to Company along with all relevant export documents. In case of non-observance of formalities of any provisions of the Customs Act or any other act of Government of India, the contractor shall be held solely responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be

			documentation with customs and other regulatory authorities are completed fully and submitted to Company.	treated as breach of contract and their performance bond will be forfeited.
48	Part 3/Section III/ Special Conditions of Contract/ 37	193 of 317	DIESEL: Contractor to indicate the consumption of diesel (To be declared only in the price Bid) in KL/day for the Drilling Unit and its equipment. Company responsibility is to provide (As declared in Price Bid) KL/day of diesel multiplied by the number of days of the particular month or part thereof (where rig had operated for part of the month and not full month) or as per actual consumption for the respective months, whichever is lower. For requirement of diesel in excess of the above monthly quantity, Company shall provide diesel at Contractors cost. No carry forward will be permitted if actual consumption per month is less than that calculated based on indicated consumption above.	DIESEL: Contractor to indicate the consumption of diesel (To be declared only in the price Bid) in KL/day for the Drilling Unit and its equipment. Company responsibility is to provide (As declared in Price Bid) KL/day of diesel multiplied by the number of days of the firm contract period. For requirement of diesel in excess of the above quantity, Company shall provide diesel at Contractors cost.
49	Part 3/Section III/ Special Conditions of Contract/ 39	194 of 317	MATERIALS, SUPPLIES, EQUIPMENT & SERVICES: For all services rendered or materials supplied to Company by Contractor at Company's request, which services or materials are the obligations of the Company, the Contractor shall charge the Company for actual costs as supported by vendor's invoice plus 7.5% fee on FOB value for each procurement costing up to US$ 60,000 and 5% for each procurement costing more than US$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation costs paid and/ or incurred would be reimbursed at actuals against documentary evidence. Company will provide Recommendatory Letter to Contractor for Contractor to obtain Essentiality Certificate from DGH for availing Customs duty exemption. Any equipment, materials, or supplies purchased by Contractor on account of Company shall thereafter become the property of Company upon payment by Company.	MATERIALS, SUPPLIES, EQUIPMENT & SERVICES: For all services rendered or materials supplied to Company by Contractor at Company's request, which services or materials are the obligations of the Company, the Contractor shall charge the Company for actual costs as supported by vendor's invoice plus 7.5% fee on FOB value for each procurement costing up to US$ 60,000 and 5% for each procurement costing more than US$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation and insurance costs paid and/ or incurred would be reimbursed at actuals against documentary evidence. Company will provide Essentiality Certificate for availing Customs duty exemption **for eligible items**. Any equipment, materials, or supplies purchased by Contractor on account of Company shall be at the Company’s cost and risk and thereafter become the property of Company upon payment by Company.

50	Part 3/Section III/ Special Conditions of Contract/ 41	195 of 317	SUBCONTRACTING: Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies). Except for the main services under this Contract, Contractor may sub-contract the support services. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.	SUBCONTRACTING: Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies). Except for the main services under this Contract, Contractor may sub-contract the support services, such as but not limited to, catering, labour and ad-hoc services and Contractor shall have sole discretionary right to subcontract to Contractor's affiliates. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
51	PART-3 SECTION-IV SCHEDULE OF RATES (SOR)/ Clause 1.1	197 of 317	…….. Company will issue certificate on the basis of documents to be provided by the Contractor for import of items, if envisaged in Proforma-A, for Contractor to avail nil/concessional Basic Customs Duty. However, responsibility for securing EC and payment of port charges, demurrage etc. and clearance of goods through Indian Customs authority will rest exclusively on the Contractor.	…….. Company will issue certificate on the basis of documents to be provided by the Contractor for import of items, if envisaged in Proforma-A, for Contractor to avail nil/concessional Basic Customs Duty. However, responsibility for payment of port charges, demurrage etc. and clearance of goods through Indian Customs authority will rest exclusively on the Contractor.
52	PART-3 SECTION-IV SCHEDULE OF RATES (SOR)/ Clause 2.4	198 of 317	Demobilization charges shall be paid one time to the Contractor for demobilizing the complete Drilling Unit and Associated Services, Tools/Equipment/Spare/ Accessories etc. after successful completion of all contractual obligations including Re-export/block transfer, if any.	Demobilization charges shall be paid one time to the Contractor for demobilizing the complete Drilling Unit and Associated Services, Tools / Equipment / Spare / Accessories etc. after successful completion of all contractual obligations including **compliances of Customs Notifications and any other Act of Govt. of India related to** Re-export/block transfer, if any.
53	PART-3 SECTION-IV SCHEDULE OF RATES (SOR)/ Clause 2.4	198 of 317	The Contractor is required to clear off the site within 30 days and complete the Demobilization within 60 days from the date of Demobilization notice served by the Company.	The Contractor is required to clear off the site and complete the Demobilization within 60 days from the date of Demobilization notice served by the Company.
54	PART-3 SECTION-IV SCHEDULE OF RATES (SOR)/ Clause 2.6 (NEW)		New Clause	In case Company continues with its drilling operation beyond 31st May and de-hire the Rig during monsoon, then the Company shall pay Stack Day Rate for the period until the Rig can be safely moved out of the location. For avoidance of doubt the monsoon Period shall be from 01st June to 30th September. Further in addition to Stack Day Rate during the monsoon standby, the Company shall also provide:

				i. Fuel for Rig ii. Two (02) helicopter sortie per week iii. Marine Logistics Support.
55	PART-3 SECTION-IV SCHEDULE OF RATES (SOR)/ Clause 5.0	198 of 317	**REPAIR DAY RATE – Drilling Unit and Associated Services (Per 24 Hrs. Day) (RDR & RDR1)** If operations hereunder are suspended, due to break-down of or the need for repairs to Contractor's equipment, or due to the failure of Contractor to furnish any requirement for the operation, such as but not limited to, materials, supplies, equipment or services to which Contractor is obligated to furnish hereunder or due to failure of Drilling Unit due to whatever reasons and if such failure results in the operations being materially affected, Contractor shall be paid at the Repair Day Rate up to a maximum of 32 (thirty two) hours as compensation per calendar month. Beyond the said 32 hours, 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. Beyond the above-mentioned permissible period, zero rate will be applicable for further period of breakdown. Company shall provide water and other services, including tug boats at its cost for a maximum period of seven days during breakdown. Thereafter, the cost of water and other services including tug boats shall be borne by Contractor.	**REPAIR DAY RATE – Drilling Unit and Associated Services (Per 24 Hrs. Day) (RDR & RDR1)** If operations hereunder are suspended, due to break-down of or the need for repairs to Contractor's equipment or due to the failure of Contractor to furnish any requirement for the operation, such as but not limited to, materials, supplies, equipment or services to which Contractor is obligated to furnish hereunder or due to failure of Drilling Unit due to Contractor's sole default and if such failure results in the operations being materially affected, Contractor shall be paid at the Repair Day Rate up to a maximum of 32 (thirty two) hours as compensation per calendar month. Beyond the said 32 hours, 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. Beyond the above-mentioned permissible period, zero rate will be applicable for further period of breakdown. Company shall provide water and other services, including tug boats at its cost for a maximum period of seven days during breakdown. Thereafter, the cost of water and other services including tug boats shall be borne by Contractor.
56	PART-3 SECTION-IV SCHEDULE OF RATES (SOR)/ Clause 6	199 of 317	MOVING DAY RATE FOR DRILLING UNIT AND ASSOCIATED SERVICES – MDR Note: (ii) During inter-location movement any period for MDR beyond 7 days will be paid zero-day rate.	MOVING DAY RATE FOR DRILLING UNIT AND ASSOCIATED SERVICES – MDR Note –

				(ii) During inter-location movement, any period for MDR beyond 7 days (excluding reasons not attributable to Contractor) will be paid zero-day rate.
57	PART-3 SECTION-IV SCHEDULE OF RATES (SOR)/ Clause 9.12	201 of 317	Payment of other invoices as set forth in Clause 9.7 (reimbursable items) shall be made within 60 days following the date of receipt of the invoices by Company.	Payment of other invoices as set forth in Clause 9.7 (reimbursable items) shall be made within 30 days following the date of receipt of the invoices by Company.
58	Annexure-II (Format for PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE)	258 of 317	4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.	4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
59	Check list II/ BEC CHECK LIST 12	288 of 317	Unit offered conforms to the specifications as built (ii) Registry (iii) MODU code – minimum 1989 Bidder shall confirm to maintain all the class certificates valid throughout the contract period.	Unit offered conforms to the specifications as built (ii) Registry (iii) MODU code – To comply with minimum MODU Code 1989 before commencement of operations and subject to the following: a) Bidders offering Drilling Unit(s) operating in Indian Waters should submit updated status of Progressive Implementation Plan as per DGS Guidelines for up-gradation of Mobile Offshore Drilling Units from 1979 MODU Code to 1989 MODU Code or above, before Price Bid Opening. Offered Drilling Unit(s) whose timelines are not met will not be considered for further evaluation. b) Bidders offering Drilling Unit(s) which are not operating in Indian Waters should submit an undertaking before Price Bid Opening that the offered Drilling Unit(s) shall comply with the requirements of MODU Code, 1989 or 2009, before commencement of operations. Offered Drilling Unit(s) whose undertakings are not received will not be considered for further evaluation.

				Bidder shall confirm to maintain all the class certificates valid throughout the contract period.
60	Check list II/ BEC CHECK LIST 12	289 of 317	**Mobilization period:** (i) Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit and associated services along with the crew so as to commence operations at the designated drilling location nominated by OIL INDIA LIMITED within a period of **180 days** (inclusive of inspection of the Drilling Unit) from the date of issuance of the Mobilization Notice by OIL INDIA LIMITED. Bids with offer quoting more than **180 days** will be out rightly rejected.	**Mobilization period:** (i) Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit and associated services along with the crew so as to commence operations at the designated drilling location nominated by OIL INDIA LIMITED within a period of **180 days** (inclusive of inspection of the Drilling Unit) from the date of issuance of the Mobilization Notice by OIL INDIA LIMITED. Bids with offer quoting more than **180 days** will be out rightly rejected. **Note:** **The Mobilization Notice will be issued within 60 Calendar Days after issue of the "Letter of Award" provided PBG in full is submitted by the successful Bidder.**

2.0 **Annexure-VIII** in relation to the amended ITB Clause No. 8.0, **DOE Notification** in relation to amended ITB Clause 22.3 and **MoEF Notification GSR 546 (E)** are enclosed herewith.

3.0 Minutes of Pre-bid Meeting and OIL's response to Pre-bid queries of bidders are uploaded in OIL's e-portal under "Technical Attachments" Tab.

3.0 Bid Closing / Bid Opening extended as per following:

i) Bid Closing Date & Time : Extended up to **26.11.2024** [1300 Hrs (IST)]
ii) Bid Opening Date & Time : Extended up to **26.11.2024** [1500 Hrs (IST)]

4.0 All other terms and conditions of the Tender remain unchanged. Bidders are requested to submit their offer considering above amendments/notifications.

Oil India Limited
KG Basin Project

Annexure-VIII

Format for undertaking by Foreign Bidders towards taking payment against Expenses in India (refer ITB Clause 8.0)
(To be typed on the letter head of the bidder)

Ref. No_____
Date _____

Sub: Undertaking for taking payment against Expenses in India

To

The CGM-Contracts (HoD)
Contracts Department,

OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby confirm that we have gone through the Tender document in toto and quoted **Expenses to be incurred in India** in percentage (%) against each line item (wherever applicable) of the Price Bid Format (Proforma-B). We have quoted after proper due diligence and take full responsibility for the same. We agree to the condition that during payment (if successful), the "Expenses in India" component of the price shall be converted to INR (if quoted price is other than INR) considering the conversion rate as per Clause **21.0 of ITB**. If any Expense incur in India over and above the aforesaid percentage (%), then we will inform Oil India Limited in due course of time and same will also be considered while calculating "Expenses in India" component.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory
Name:
Designation:
Phone No.:
Place:
Date:
(Affix Seal of the Organization here, if applicable)

Meeting / Project Name:	Pre-Bid Meeting for Tender No. CEG7203P25 for Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit along with equipment for drilling, testing and abandonment of exploratory well in water depths up to 80 m with drilling depth capability up to a minimum 6,500 m in the West Coast of India for a period of 07 (Seven) months or till completion of 01 (One) well, extendable by another 07 (Seven) months or part thereof, for an optional well at the quoted rates and same terms & conditions.”.		
Date of Meeting:	27th September 2024	**Time:**	11:00 AM
Meeting Facilitator:	CGM (Drilling) (KGB&MBP)	**Location / Mode:**	OIL KG Basin Project Office, Kakinada / Online & On site

1. Meeting Objective

Objective:

OIL is planning to drill, evaluate, plug and abandon one (01) firm well in about 07 months’ time (extendable by another 07 (seven) months for an optional well) in the KK-OSHP-2018/1 block in Kerala-Konkan Basin. In order to drill the well, a tender had been floated for Charter hire of 1 (one) no. Jack-Up Drilling Unit along with Associated Services on 21.08.2024 with a provision for pre-bid conference.

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

Participants (OIL/PMC)	**Participants (Vendors)**
Anjan Jyoti Phukan, ED (KGB & MBP)	M/s Aban Singapore Pte Ltd.
Sanjib Kumar Gogoi, CGM (Drilling)	M/s Greatship (India) Limited
S. S. Dash, CGM-F&A	M/s Shelf Drilling
Debasish Thakur, GM (C&P)	M/s Advanced Energy Systems (ADES)
Pranjal Pran Bhattacharyya, DGM (Drilling)	M/s Ocean Oilfield
Gitartha Swargari, DGM (Drilling)	M/s Egyptian Drilling Company
Amrit L. Bora, CM (C&P)	M/s Jindal Drilling and Industries Ltd.
Tanushree Agrawal, M (C&P)	M/s Dynamic Drilling & Services Pvt. Ltd.
Anoop Hansda (Contractual Base Drilling Manager)	
***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, PMC and representatives of various firms physically as well as through Video conference from their locations.

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

Executive Director (KGB & MBP) then, briefed about the project subsequent to which M (C&P) put forward the meeting's agenda and explained the bidders various non-negotiable commercial points of the tender like EMD, Bid Validity, Integrity Pact, TPI Document Verification etc. requesting for strict compliance of the same.

3. Issues, Decisions, Notes

Subsequently, queries received in advance were discussed amongst all the participants present in the conference. Most of the queries were related to technical terms and specs. which 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.

The gist of discussion is highlighted below:

i. One of the vendors raised a query expressing their non-agreement to issuance of separate mobilization notice after award of contract and requested for a firm date of contract commencement which was also backed by other vendors. OIL informed the parties that the drilling program will start tentatively from Q4 of 2025 as mentioned in tender. However, to resolve the issue raised by the vendors it was agreed to limit the period by which mobilization notice will be issued after LOA.

ii. A query was raised regarding acceptance of 1979 MODU Rigs which are operating in Indian waters and have submitted upgradation plans to comply to 1989 MODU Code as per the timelines set by DG Shipping in line with DG Shipping Addendum No. 03 to Order 20 of 2022. OIL agreed to incorporate a suitable clause for the same.

iii. Some of the bidders requested OIL to allow the contractor to sub-contract services like catering, labour and adhoc services without Company's prior approval. OIL accepted the request and agreed to list these services under sub-contracting of support / petty services in the SCC section of the tender.

iv. A bidder sought to amend the SCC clause for Diesel to be provided by the Company based on the daily consumption (in kL/day) declared by the bidder in bidding stage. Bidder proposed to change the ceiling quantity defined in the clause as the monthly quantity or actual consumed quantity in a month (whichever is lower) to the total quantity for 210 days, for the reason that the consumption pattern shall not be uniform through out the contract period. OIL agreed to the same.

v. Some of the vendors made requests for deletion of clause for declaring the list of items to be imported and their CIF value at the bidding stage as the same cannot be ascertained this early to which OIL clarified that the bidders are to provide CIF value of major items / equipment and a consolidated value for other items in their bid.

vi. Bidders requested to remove the re-export clause of the rig package within 60 days of de-mobilisation period mentioning that the same is not mandated by the Customs or any other relevant act of GOI.

Instead, they proposed to furnish an undertaking to abide by all the prevalent Customs Notifications for re-export / transfer of Rig package / equipment / tools etc. OIL agreed to review the relevant clauses in the tender and make suitable modifications, as deemed fit.

vii. One of the bidders requested to increase the notice period for optional well from 15 to 90 days which was backed by other bidders. Upon elaborate deliberations, OIL agreed to review the clause and revert through tender amendments.

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

5. Closing Remarks

CGM-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.

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 1

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
Part 2 Bid Evaluation Criteria				
1.	A. Technical Evaluation Criteria Clause 8.0 (h)	MOUs submitted by the bidder with owner of the Drilling Unit should be signed by the authorized representatives of the bidder and the owner of the Drilling Unit with seal / stamp. The same should be attested by Notary if it is signed in India and if it is signed abroad then it should be duly attested by Indian Embassy where MOU is signed/ Notarized by the Notary where MOU is signed	Bidder requests Notarized copy of MOU only as Indian Embassy/Consulates does not attest such MOU's	Provision already exists.
2.	A. Technical Evaluation Criteria Clause 12.0 (iii)	MODU code – minimum 1989	Bidder request Oil India to accept 1979 MODU Rigs which are operating in India and have submitted upgradation plans to comply to 1989 MODU Code as per the timelines set by DG Shipping in line with DG Shipping Addendum No. 02 to Order 20 of 2022.	To comply with minimum MODU Code 1989 before commencement of operations and subjected to the following: 1) Bidders offering Drilling Unit(s) operating in Indian Waters should submit updated status of Progressive Implementation Plan as per DGS Guidelines for up-gradation of Mobile Offshore Drilling Units from 1979 MODU Code to 1989 MODU Code or above, before Price Bid Opening. Offered Drilling Unit(s) whose timelines are not met will not be considered for further evaluation.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
				2) Bidders offering Drilling Unit(s) which are not operating in Indian Waters should submit an undertaking before Price Bid Opening that the offered Drilling Unit(s) shall comply with the requirements of MODU Code, 1989 or 2009, before commencement of operations. Offered Drilling Unit(s) whose undertakings are not received will not be considered for further evaluation.
Part 3 Section 1 General Conditions of Contract				
3.	9.0 Personnel to be deployed by Contractor Clause 9.2	The Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field site, enroute /local boarding, lodging, personal protective gear & medical attention etc. Company shall have no responsibility or liability in this regard.	Client requests to replace "field site" to "heli-base" as it is Oil's responsibility to transportation from "heli-base" to "field site".	No change. Relevant clause available in SCC.
4.	16.0 Limitation to Liability Clause (b)	Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any	Bidder requests limitation of the aggregate liability of the Contractor be limited to 50% of the Contract Price	No change. Superseding clause available in SCC.

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 1

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.		
5.	19.0 Risk Purchase	In the event, Contractor's failure to provide the services as per the Contractual scope, terms and conditions, Company (OIL) reserves the right to hire the services from any other source at the Contractor's risk & cost and the difference in cost shall be borne by the Contractor. Further, OIL 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.	Bidder requests deletion of clause as bidder cannot accept unlimited liability and is not in line with other PSU's. such as ONGC.	Not acceptable.
6.	44.0 Termination Clause 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.	Bidder requests Oil India to delete this clause.	Standard / General Clause under GCC which cannot be changed / amended.

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 1

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
7.	45.0 To Determine the Contract	In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Contract shall stand terminated and shall cease to be in force from the date of such notification by the Company. Thereafter the Contractor shall stop forthwith any of the work then in progress, except those work which the Company may, in writing, require to be done to safeguard any property or work, or installations from damages, and the Company may take over the remaining unfinished work of the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of its sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.	Bidder requests Oil India to delete this clause.	Complete deletion of clause not agreeable. However, amenable to change Article Nos. (from 44.4 - 44.9 to 44.4 - 44.8).
Appendix-3 Schedule of Responsibilities for Drilling Equipment Materials, Supplies and Services				
8.	B. Transportation Clause 5	Towing vessels for mobilization, demobilization and rig moves (if required).	Bidder Request Oil India to provide AHTS for tow from Kollam Seaport to "Drilling Location" and back including Inter-location movement	Accepted. Refer Tender Amendment .
Appendix-1 Exhibit 6 Drilling Tools				

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 1

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
9.		Stabilisers (all with connections to suit Contractor's drilling tubulars)	Contractor requests Oil India to allow the use of sleeve stabilizers in lieu of integral blade stabilizers. The required sleeves will be always kept onboard the rig and shall be swapped out from the stabilizer mandrels as required.	Accepted. Refer Tender Amendment
10.		Casing Scrapers	Contractor requests Oil India to accept standard Non Rotating Casing Scrappers	Not accepted.
11.		Drilling Tubulars	Contractor request Oil India to accept Range II Drill Pipes in lieu of Range III Drill Pipes	Range II or Range III will be acceptable. Refer Tender Amendment
Appendix-2 Exhibit-A Drilling Unit Technical Scope of Work and Information To Be Provided By Bidder				
12.	7. Drilling Depth and Capability	5. Mast (Derrick) Gross nominal capacity must be minimum 1,500,000 lbs. and must be capable of handling loads as per the environment conditions such as Wind speed as per the Rig Marine Operations Manual.	Contractor Requests Oil India to accept the Gross Nominal Capacity of the Mast of 1,250,000 lbs.	Not acceptable.
13.	7. Drilling Depth and Capability	6. The entire travelling system must be of minimum 650 MT capacity (Crown Block/Travelling Block/Top Drive/ Swivel/associated systems)	Contractor requests Oil India to accept lower capacity of 500 MT	Not acceptable.
14.	7. Drilling Depth and Capability	9. Rotary table should preferably have 49 ½" opening and Independent Electric motor driven with 750 HP output power and rated capacity of 800 T and with # 1/2/3 Bushings"	Contractor Requests Oil India to accept the Rotary Table Opening size of 37-1/2"	Not acceptable. Minimum 49.1/2".
15.	13. Accommodation	1. Rig must have air-conditioned accommodation space for not less than 105 persons. (Rig must have	Contractor request Oil India to accept POB of 98 pax	Accepted. Refer Tender Amendment

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 1

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		accommodation space to accommodate rig crew plus provision of 35 beds for Company and its service personnel.)		
16.	13. Accommodation	3. Rig must have 2 galleys	Contractor request Oil India to accept Rig with single Galley	Both Single and Two galleys will be acceptable. Refer Tender Amendment
17.	15. Power Management and Distribution system	11. The rig must have power packs having minimum power of 7500 HP	Contractor request Oil India to accept minimum power of 6000 HP.	Not acceptable.
18.	16. High Pressure (HP) Mud system	1. Minimum 3 nos. 1600 HP Mud pumps. Rated Working Pressure (RWP) of the High Pressure (HP) system, HP lines from Pump to Top Drive, to be 7500 psi or greater.	Contractor request Oil India to accept High Pressure Mud System rated to 5000 psi	Not acceptable.
19.	21. Top Drive	1. Electric or hydraulic top drive system with all accessories including pipe handler. Capacity (minimum) 650 T, torque rating continuous 40,000 ft-lbs. (minimum) with IBOP Rated Working Pressure of 15000 Psi.	Contractor Request Oil India to accept Capacity of 500 T and IBOP Rated Working Pressure of 10,000 psi	Not acceptable.
20.	21. Top Drive	2. Pipe Handler: With minimum 75000 ft-lbs. capacity	Contractor Request Oil India to accept Pipe Hander with minimum torque capacity of 60000 ft-lbs.	Not acceptable.

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 1

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
21.	31. Cement Unit	Electric Motor or Diesel Engine driven Horizontal Twin Pump Cementing Unit with appropriate plunger sizes and pumping pressures. Cementing Unit must have RCM / PSM or equivalent recirculating system having minimum 10 bbl. slurry tub capacity and complete with all accessories: Cementing Unit must have 15000 psi rated pumping manifold. Cementing Unit must have as a minimum: • Two numbers Triplex Plunger Pumps having 15,000 psi rated working pressure and maximum discharge rate of 10-11 BPM per pump. • Centrifugal water mixing Pumps, rated working pressure-200-220 psi minimum, and maximum discharge rate of 10.5 bbl./min per pump. • Slurry Supercharger / Booster centrifugal pump, rated working pressure 40-50 psi and maximum flow rate 20-22 BPM. • Standard high pressure discharge and release manifold rated working pressure 15000 psi (same working pressure as of cementing unit) • Cementing unit must have one number Densimeter which can measure slurry density accurately. • Provision for monitoring and recording system to record and show the real time parameters such as	Contractor request Oil India to accept Cement Unit with pumping arrangement with Pumping Manifold rated to 10000 psi	Not acceptable.

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 1

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		pressures, flow rate, density etc. up to 8 operating parameters • Cement surge tank of 70-80 cu.ft. capacity with load cell arrangement is to be provided		

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder : Bidder 2

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
1.	14.0 Mobilization period / Page 32 of 317	(i) Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit and associated services along with the crew so as to commence operations at the designated drilling location nominated by OIL INDIA LIMITED within a period of 180 days (inclusive of inspection of the Drilling Unit) from the date of issuance of the Mobilization Notice by OIL INDIA LIMITED. Bids with offer quoting more than 180 days will be out rightly rejected. (ii) The Drilling Unit will be deployed by OIL INDIA LIMITED anywhere in West Coast of Indian waters. However, the first drilling location will be at Kerala-Konkan offshore basin in the West Coast of Indian waters. Note: The succeeding day of the issue of the Mobilization Notice shall be counted as Day 1 for the purposes of the Mobilization period.	Note: The succeeding day of the issue of the Mobilization Notice shall be counted as Day 1 for the purposes of the Mobilization period. Is Mobilization Notice date Different from LOA date ?	Yes.
2.	10. Jacking, mooring and towing systems/ Page 105 of 317	1. Jacking system: Hydraulic	Is this not Hydraulic or Electric.	Both Hydraulic or Electric will be acceptable. Refer Tender Amendment ..

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder : Bidder 2

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
3.	13. Accommodation/ Page 107 of 317	3. Rig must have 2 galleys.	Do we need two, if one unit can handle the POB.	One Galley is acceptable if it can handle the POB. Refer Tender Amendment
4.	31. Cementing unit/ Page 121 of 317	Two numbers Triplex Plunger Pumps having 15,000 psi rated working pressure and maximum discharge rate of 10-11 BPM per pump.	Two numbers Triplex Plunger Pumps having 15,000 psi rated working pressure and maximum discharge rate of 10-11 BPM per pump. Do we need 15,000 PSI cement unit?	Pump rating will be 15,000 psi. However, discharge rate of 10-11 BPM per pump should be available at lower pressure. Refer Tender Amendment .
5.	Appendix-5 LIST OF (PERSONNEL) CREW/ Page 137 of 317	24. Cementing Unit Operator.	We request OIL to provide.	Acceptable. Refer Tender Amendment. (Maintenance Crew and maintenance to be under Rig Scope).

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
Covering Letter				
1.	Covering Letter Section 2 Table Item (p) Duration of the Contract / 1st paragraph	**Duration of the Contract:** The term of the contract shall be for 01 (one) firm well (approximately for a period of 07 months from the date of commencement of operation with an option for extension of the Contract duration by another 07 months, for an optional well or otherwise, at the sole discretion of the Company at the quoted rates and same terms & conditions of the Contract). The rates, terms and conditions shall continue until the completion / abandonment of the last well being drilled at the time of the expiry of the Contract.	Please revise as indicated below: "The term of the contract shall be for 01 (one) firm well (approximately for a period of 07 months from the date of commencement of operation with an option for extension of the Contract duration by another 07 months, for an optional well or otherwise, at the sole discretion of the Company at the quoted rates and same terms & conditions of the Contract). The rates, terms and conditions shall continue until the completion / abandonment of the last well being drilled ~~at the time of the expiry of the Contract~~ and until the completion of demobilization of the Drilling Unit." Bidder's remarks: The Terms and Conditions should still continue apply after the completion of any well until the completion of demobilization, as the Parties still have their respective duties and obligations thereafter.	NOT ACCEPTABLE
2.	Covering Letter Section 2 Table Item (p) Duration of the Contract / Paragraph b)	**Duration of the Contract:** b) The successful bidder / Contractor will be given a Notice Period of 15 days if OIL exercises the option to extend the contract.	Please revise as indicated below: "The successful bidder / Contractor will be given a Notice Period of ~~15~~ 90 days prior to the commencement of the first well if OIL exercises the option to extend the contract." Bidder's remarks: The basis of our proposal.	NOT ACCPETABLE
Part 1 – Instructions to Bidders (ITB)				

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
3.	Clause 7.3	All duties (except basic customs duty on eligible imported items, as per latest relevant Customs Notifications, for whose exemption necessary recommendations letter shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Entry Tax (if applicable) etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the GST rate quoted by the bidder in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.	Please revise as indicated below: "Unless otherwise provided, ~~A~~all duties (except basic customs duty on eligible imported items, as per latest relevant Customs Notifications, for whose exemption necessary recommendations letter shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Entry Tax (if applicable) etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the GST rate quoted by the bidder in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder." Bidder's remarks : The basis of our proposal.	No change
4.	Clause 8.0	**Currencies of bid and payment:** The Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees. Indian Bidders are required to quote their prices in INR only. If any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB. However, currency once quoted will not be allowed to be changed.	Please revise as indicated below: The Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees. Indian Bidders are ~~required~~ allowed to quote their prices in any currency other than INR and Contract shall be awarded in that currency. ~~only~~. ~~If any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB.~~ However, currency once quoted will not be allowed to be changed.	Not acceptable. Ref. Notification F.1/11/2019-PPD dated 18.01.2022 of DoE of Ministry of Finance.

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			Bidder's remarks: The basis of our proposal and in line with clause 22.3 of ITB [22.3 Exchange rate risk: Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.[	However, ITB Clause 22.3 amended Refer tender amendment.
5.	BEC/ Section A / Clause 14.0 (i)	(i) Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit and associated services along with the crew so as to commence operations at the designated drilling location nominated by OIL INDIA LIMITED within a period of 180 days (inclusive of inspection of the Drilling Unit) from the date of issuance of the Mobilization Notice by OIL INDIA LIMITED. Bids with offer quoting more than 180 days will be out **rightly rejected.**	Please revise as indicated below: "Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit, and associated services along with the crew so as to commence operations at the designated drilling location nominated by OIL INDIA LIMITED within a period of 180 days (inclusive of inspection of the Drilling Unit) from the date of issuance of the ~~Mobilization Notice~~ Letter of Award by OIL INDIA LIMITED. Bids with offer quoting more than **180** days will be outrightly rejected. In case mobilization period (210 days) falls in monsoon (between 16th May and 15th October), the mobilization date stands extended up to 15th October." Bidder's remarks : Contractor cannot agree to a separate mobilization notice after award of contract and keep the rig waiting, without a firm date of contract commencement.	NOT ACCEPTABLE. However, OIL will limit the period by which mobilization notice will be issued after LOA.

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			Request OIL to consider a mob window of 180 days from date of Contract award and not from Mobilization Notice, to increase participation. Request OIL to add Monsoon related clause as a part of Mobilization period because if the monsoon period occurs & results in disruptions to the mobilization schedule, the contract date shall be automatically found extended.	
6.	Section D / Clause 7.1 / Bullet#6	• Total Charges for Food and Accommodation (TFAC) on the Drilling Unit in excess of 35 number of Company's (Own + Hired) personnel shall be based as mentioned below:	Please revise as indicated below: "Total Charges for Food and Accommodation (TFAC) on the Drilling Unit ~~in excess of 35 number of~~ for Company's (Own + Hired) personnel shall be based as mentioned below:" Bidder's remarks : In line with international contracts, charges towards TFAC for each Company personnel on-board shall have to be reimbursed. In India, this practice is also followed in ONGC Contracts too.	NOT ACCEPTABLE
7.	Section D / Clause 7.1 / Bullet#8	• Declared Price of Diesel per KL by Company on the date of technical bid opening for evaluation of the offers subsequently.	Please revise as indicated below: "Declared Price of Diesel per KL by Company ~~on the date of technical bid opening~~ with pre-bid clarification for evaluation of the offers subsequently." Bidder's remarks: Reasonable request, to prepare for costing, bidders needs to know the prices of diesel before bid submission and this is anyway a number mainly for comparison.	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
8.	Section D / Clause 8.0 last paragraph	The bidders offering Drilling Units to be mobilized from different zones will not be paid mobilization fee (MOB Fee) more than the amount as mentioned below: i) Drilling units to be mobilized from Indian EEZ - USD 3.0 million ii) Drilling units to be mobilized from Middle East / Singapore - USD 5.0 Million iii) Drilling units to be mobilized from areas other than (i) and (ii) above - USD 10.0 Million Note: The mobilization fee limitation is excluding GST. The bidder(s) must adhere to the above limits. In case the bidders are quoting more than the above specified limits, the excess differential amount will be kept on hold from the mobilization invoice and this excess differential amount will be paid at the end of the contract period. The bidder shall submit an undertaking in this regard along with techno- commercial bid as per format enclosed as Annexure-VI.	Please revise as indicated below: "The bidder(s) must adhere to the above limits. ~~In case the bidders are quoting more than the above specified limits, the excess differential amount will be kept on hold from the mobilization invoice and this excess differential amount will be paid at the end of the contract period.~~ The bidder shall submit an undertaking in this regard along with techno-commercial bid as per format enclosed as Annexure-VI." Bidder's remarks : Please clarify whether bidder has to quote as per limits, or they can quote more than limits which will be reimbursed by OIL. If not, please delete as requested.	Bidder can quote more than the limits which will be considered for evaluation. Excess amount will be paid as mentioned in the tender.
9.	Section D / Clause 10 / 4th paragraph	Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the bidder.	Please revise as indicated below: "~~Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid.~~ Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items~~, provide the same are included in the Proforma-A submitted by the bidder~~." Bidder's remarks : It is impossible to identify all the consumables, materials and replacement equipment at	No change Total consolidated landed cost of procurement for the items to be imported is to be mentioned in Proforma-A along with tentative list of items. Note: *Proforma-A is to be submitted with price offer only.*

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			bidding stage. If any equipment is to be replaced during a contract or some extra material / supplies / consumables are required/ replaced, then OIL will not issue the letter as per this clause. Instead, we would suggest that OIL ask for Fair Market Value of the drilling unit for custom duty purpose. This practice is currently being followed in ONGC tender without asking for list of items at the bidding stage. In any case OIL has clarified undertaking / certificate for availing concessional rate of custom duty shall be issued for items falling under list 33.	
10.	Section D / Clause 10 / Note b)	The Bidder has to re-export 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) the rigs after completion of the contract in case of imported rigs. The bidder will be fully responsible to pay the customs duty in case the rigs are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues the certificate for availing concessional customs duty for import of goods.	Please revise as indicated below: "The Bidder has to re-export 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) the rigs after completion of the contract in case of imported rigs. The bidder will, unless otherwise provided, be fully responsible to pay the customs duty in case the rigs are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues the certificate for availing concessional customs duty for import of goods." Bidder's remarks: The basis of our proposal.	NOT ACCEPTABLE
11.	Clause 14.3	As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting	Please revise as indicated below: As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered.	NOT ACCEPTABLE

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		documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies / verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies / verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third-party certification within 07 (seven) days from date of Bid Closing date, but certified document(s) reaches OIL within the cut-off-date of above 07 (seven) days, then such bids shall be considered.	However, in case a bidder submits its bid along with all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies / verification certificate within ~~07 (Seven)~~ 28 (Twenty-Eight) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies / verification certificate within ~~07 (Seven)~~ 28 (Twenty-Eight) days of bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third-party certification within ~~07 (Seven)~~ 28 (Twenty-Eight) days from date of Bid Closing date, but certified document(s) reaches OIL within the cut-off-date of above ~~07 (Seven)~~ 28 (Twenty-Eight) days, then such bids shall be considered." Bidder's remarks : The copies of bid documents are assembled and uploaded online at the time of bidding and this may go on till the last day of bid submission. As many documents are arranged from various remote locations and islands and countries like Cayman Islands, and Rigs are inspected in the country where they are deployed around the world, the logistics of getting all original documents to one location by courier etc for verification, can take at least 10 to 14 days.	

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			On top of this, the inspection agency will require reasonable time of about 7 to 10 days for the issuing the required verification certificate. Therefore, it is reasonable to allow at least 28 days for submission of final verification certificate, for all documents, as submission of the documents part by part will make scrutiny of these by OIL, a very laborious task. This is the most practical solution to this requirement.	
Section I General Conditions of Contract				
11.	GCC/ Clause 1.1	Applicability All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.	Please revise as indicated below: "All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC and for clarity, the SCC shall take precedence over BEC-BRC. ~~Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.~~" Bidder's Remarks : For clarity. Also, it is not clear what is 'Principal text'.	Precedence of SCC over GCC is clearly mentioned at the beginning of Part-3 Section-III. Principal text: If any Clause is there in GCC or SCC or BEC/BRC and certain points of this Clause are mentioned in Appendix and conflict occurs, then the above clause which is called Principal Text will prevail. Hence, no modification required.
12.	GCC/ Clause 1.2.6	Sub-contract: Shall mean order / contract placed by the Contractor for any portion of the Contract or work sublet with necessary written consent of Company on third party. Such sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.	Please revise as indicated below: "Sub-contract: Shall mean order / contract placed by the Contractor for any portion of the Contract or work sublet with necessary written consent of Company on third party. Notwithstanding the foregoing, Contractor shall have sole discretionary right	No change in GCC. Suitable clause in SCC incorporated. Refer Tender Amendment.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			without Company's prior approval to subcontract the catering, labour and ad-hoc services and/or to Contractor's affiliates. Such sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract." Bidder's Remarks : For practicality and the basis of our proposal.	
13.	GCC/ Clause 1.2.7	Sub-contractor: Shall mean any person or firm or company (other than Contractor) to whom any part of the work has been entrusted by Contractor, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or company).	Please revise as indicated below: "Sub-contractor: Shall mean any person or firm or company (other than Contractor) to whom any part of the work has been entrusted by Contractor, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or company). Notwithstanding the foregoing, Contractor shall have sole discretionary right without Company's prior approval to subcontract the catering, labour and ad-hoc services and/or to Contractor's affiliates." Bidder's Remarks : For practicality, to be consistent with the definition of Subcontract and Clause 13.3 of Section III Special Conditions of Contract and the basis of our proposal.	No change in GCC. Suitable clause in SCC incorporated. Refer Tender Amendment.
14.	GCC/ Clause 1.2.9	Contract Price / Value: Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and / or the Contract rates as payable to the Contractor for the entire execution and completion of the services / works, including	Please revise as indicated below: "Contract Price / Value: Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and / or the Contract rates as payable to the Contractor for the entire execution and completion of the services / works, subject to	Standard/General definition of OIL under GCC. Cannot be amended.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		amendments / modification / change order issued by the Company.	any termination provision(s) in the Contract, including amendments / modification / change order issued by the Company." Bidder's Remarks : The Contract include early termination prior to the completion of the Contract.	
15.	GCC/ Clause 1.2.10	Firm price: The prices will remain unchanged, except for statutory changes, during currency of the Contract unless specifically agreed to in writing by Company.	Please revise as indicated below: "Firm price: The prices will remain unchanged, except for statutory changes, during currency of the Contract unless ~~specifically agreed to in writing by Company~~ otherwise provided in the Contract." Bidder's Remarks : The Contract includes (example) change in law provision(s) allowing the adjustment of the prices. Hence, it should not be subject to just Company's agreement. Example – Section III Special Conditions of Contract Clause 15.	Standard/General definition of OIL under GCC. Cannot be amended.
16.	GCC/ Clause 1.2.11	Service / Works / Operations: Shall mean and include all items and things to be supplied / done and all work / Service to be performed by the Contractor as specified in the Scope of Work under this Contract and shall also include all extra, additional, altered or substituted works / services as required for the purpose of successful execution of the Contract.	Please revise as indicated below: "Service / Works / Operations: Shall mean and include all items and things to be supplied / done and all work / Service to be performed by the Contractor as specified in the Scope of Work under this Contract and, subject always to Contractor's prior written agreement, shall also include all extra, additional, altered or substituted works / services as required for the purpose of successful execution of the Contract."	Standard/General definition of OIL under GCC. Cannot be amended.

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			Bidder's Remarks : Some variation may not be of Contractor's expertise, etc.	
17.	GCC/ Clause 1.2.28	Wilful Misconduct: Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.	Please revise as indicated below: "Willful Misconduct: Shall mean intentional or reckless disregard of good and prudent standards of performance or any intentional or reckless wrongful act or any act committed attributable to a party's managerial and senior supervisory personnel acting or failing to act in a manner actually authorized by such party's senior management with a willful and utter disregard for the harmful and avoidable consequences of such act or a deliberate intent to cause them or run a risk of so causing them; but shall not include any error of judgment, mistake, act or omission, whether negligent or not, made in good faith by that party or by its managerial or senior supervisory personnel ~~proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party~~. For the avoidance of doubt, Willful Misconduct requires a significantly greater degree of fault than would be required to constitute Gross Negligence. For Contractor, a managerial or senior supervisory personnel is any employee of Contractor starting at the position of Tool Pusher of the DRILLING UNIT and above. For Company, a managerial or senior supervisory personnel is any employee of Company starting at the position of Company's Site Representative (or equivalent) and above."	Standard/General definition of OIL under GCC. Cannot be amended.

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			Bidder's Remarks : The basis of our proposal.	
18.	GCC/ Clause 1.2.29	Gross Negligence: Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.	Please revise as indicated below: "Gross Negligence: Shall mean any act or failure to act (whether sole, joint or concurrent) ~~by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property~~shall mean any act or failure to act (whether sole, joint or concurrent) attributable to a party's managerial and senior supervisory personnel acting or failing to act in a manner which seriously and substantially deviates from a diligent course of action and which is in reckless disregard of or indifference to the harmful consequences; but shall not include any error of judgment, mistake, act or omission, whether negligent or not, made in good faith by that party or by its managerial or senior supervisory personnel. For the avoidance of doubt, Gross Negligence requires a significantly greater degree of lack of care than would be required to constitute simple negligence. For Contractor, a managerial or senior supervisory personnel is any employee of Contractor starting at the position of Tool Pusher of the DRILLING UNIT and above.	Standard/General definition of OIL under GCC. Cannot be amended.

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			For Company, a managerial or senior supervisory personnel is any employee of Company starting at the position of Company's Site Representative (or equivalent) and above." Bidder's Remarks : The basis of our proposal.	
19.	GCC/ Clause 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 revise as indicated below: "Criminal Negligence: Shall mean that the crime happened due to act grossly negligent~~ly~~, there was duty of care upon the Person but ~~inadvertently~~ due to his gross negligence, the duty was breached, which causes harm to the people in the form of death or serious injury." Bidder's Remarks : The basis of our proposal.	Standard/General definition of OIL under GCC. Cannot be amended.
20.	GCC / Clause 4.2	Date of Commencement of Operation: The date on which the mobilization is completed in all respects and Contractor is ready to commence operation as per the Contract provision [Certified by the Company's representative] will be treated as the date of Commencement of Operation.	Please revise as indicated below: "Date of Commencement of Operation: The date on which the mobilization is completed in all respects and Contractor is ready to commence operation from the moment Contractor starts to pin down as per the Contract provision [Certified by the Company's representative] will be treated as the date of Commencement of Operation. However, any time lost due to location not being ready shall be paid at Non-operating Day Rate." The basis of our proposal.	No change in GCC.

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			Request to add commencement of the operations, as rig ready in all respects, and mobilized on to the location and ready to pin down.	
21.	GCC / Clause 10.1	On receipt of notification of award from the Company, the Contractor shall furnish the Performance Security to Company within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque* / ~~NEFT / RTGS~~ / Electronic fund transfer to designated account of OIL# or ~~Fixed Deposit Receipt~~ (~~account OIL INDIA LIMITED~~) or irrevocable Bank Guarantee ~~or irrevocable Letter of Credit (LC)from:~~	Please revise as indicated below: "On receipt of notification of award from the Company, the Contractor shall furnish the Performance Security to Company ~~within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA)~~ as per Proforma-Form, subject always to any proposed revisions required by the issuing bank, no later than three (3) months prior to the Commencement of Operation and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque* / ~~NEFT / RTGS~~ / Electronic fund transfer to designated account of OIL# or ~~Fixed Deposit Receipt (account OIL INDIA LIMITED)~~ or irrevocable Bank Guarantee ~~or irrevocable Letter of Credit (LC)~~from:" Bidder's Remarks : The basis of our proposal.	Not acceptable. However, period of submission amended as per Company policy. Refer Tender amendment.
22.	GCC/ Clause 10.9	The Performance Security shall be encashed by Company on account of Contractor's failure to fulfil its obligations under the Contract and / or non-performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.	Please revise as indicated below: "The Performance Security shall be encashed by Company on account of Contractor's failure to fulfil its material obligations under the Contract and / or non-performance ~~/ un-satisfactory performance~~ of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance ~~/ un-satisfactory~~ performance."	Standard / General Clause under GCC which cannot be changed / amended.

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			Any invocation of the Performance Security should be due to a breach a material nature. The term un-satisfactory is subjective. The basis of our proposal.	
23.	GCC/ Clause 12.1	**Claims:** Contractor agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of Company. Company may, at its option, pay and discharge any liens or overdue charges for Contractor's equipment, labour, materials, services and supplies under this Contract and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to Contractor hereunder.	Please revise as indicated below: "Claims: Contractor agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of Company. Company may, at its option, pay and discharge any liens or overdue charges for ~~Contractor's~~ Company's equipment, labour, materials, services and supplies under this Contract and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to Contractor hereunder." Bidder's Remarks : Company's rights to pay/discharge the liens in the 2nd sentence is with reference to Company's property in the 1st sentence.	Not acceptable
24.	GCC/ Clause 14.1 paragraph 2	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. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance	Please revise as indicated below: "Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its ~~full~~ declared 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. ~~The form and the limit of such insurance, as defined here in together with the under works thereof in each~~	Standard/General Clause under GCC which cannot be changed / amended.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.	~~case should be as acceptable to the Company.~~ However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone insofar for the liabilities assumed by Contractor under the Contract. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract unless otherwise provided. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies." Bidder's Remarks : The basis of our proposal and for clarity to tie in with Contractor's qualification to Section III Special Conditions of Contract Clause 17.1.	
25.	GCC/ Clause 14.3	Contractor shall require all of his sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.	Please revise as indicated below: "Contractor shall require all of his sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract insofar relevant to such sub-contractor's scope of work and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors."	Standard/General Clause under GCC which cannot be changed / amended.

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			Bidder's Remarks : Relevance.	
26.	GCC/ Clause 14.7	If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total Contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting therefrom shall be to the sole account of Contractor.	Please revise as indicated below: "If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. ~~Furthermore, a penal interest @ 1% of the Total Contract value shall be charged towards not fulfilling of the contractual obligations.~~ Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting therefrom shall be to the sole account of Contractor." Bidder's Remarks : The basis of our proposal.	Standard/General Clause under GCC which cannot be changed / amended. However, refer Clause 40.0 of SCC for overriding clause.
27.	GCC/ Clause 14.8 1st paragraph	Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.	Please delete the first paragraph that reads: "Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company." Bidder's Remarks : Terms and conditions to any insurance policy are privilege, private and confidential.	Standard/General Clause under GCC which cannot be changed / amended.
28.	GCC/ Clause 14.10 last paragraph	"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".	Please revise as indicated below: ""The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees <u>only to the extent of the liabilities expressly assumed by Contractor under the Contract</u>"."	Standard/General Clause under GCC which cannot be changed / amended. However, refer Clause 40.0 of SCC for overriding clause.

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			Bidder's Remarks : For clarity and to be consistent with the risk allocation agreed under the Contract. This also ties in with Clause 15.4.	
29.	GCC/ Clause 14.14	**On account payment to OIL in case of claim** In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.	Please revise as indicated below: "On account payment to OIL in case of claim In case any loss or damage happen and where OIL's interest is involved, subject always without prejudice to all the indemnity benefits, liability limitations and/or exclusions granted by Company to Contractor Group under the Contract, OIL reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim." Bidder's Remarks : For clarity.	Standard/General Clause under GCC which cannot be changed / amended.
30.	GCC/ Clause 14.15	Contractor shall require all of its sub-contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract.	Please revise as indicated below: "Contractor shall require all of its sub-contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract insofar relevant to such sub-contractor's scope of work." Bidder's Remarks : Relevance.	Standard/General Clause under GCC which cannot be changed / amended.
31.	GCC/ Clause 15.1	Except as otherwise expressly provided herein, neither Company nor its servants, agents, nominees, contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of	Please revise as indicated below: "Except as otherwise expressly provided herein the Contract, ~~neither~~ Company Group ~~nor its servants, agents, nominees, contractors, or sub- contractors~~ shall not have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor Group ~~and/or their contractors or~~	Standard/General Clause under GCC which cannot be changed / amended.

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		Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.	~~sub-contractors~~, irrespective of how such loss or damage is caused and even if caused by the negligence of Company Group ~~and/or its servants, agent, nominees, assignees, contractors and sub-contractors~~. The Contractor shall protect, defend, indemnify and hold harmless Company Group from and against such loss or damage and any suit, claim or expense resulting there from." Bidder's Remarks : For clarity, as Special Conditions of Contract is to take precedence over the other parts of the same. Also, we propose to include the group indemnity concept.	
32.	GCC/ Clause 15.2	Except as otherwise expressly provided herein, neither Company nor its servants, agents, nominees, assignees, contractors, Sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Contractor and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.	Please revise as indicated below: "Except as otherwise expressly provided herein the Contract, ~~neither~~ Company Group ~~nor its servants, agents, nominees, assignees, contractors, Sub-contractors~~ shall not have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Contractor Group ~~and/or of its contractors or sub-contractors~~ irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company Group ~~and/or its servants, agents, nominees, assignees, contractors and sub-contractors~~. Contractor shall protect, defend indemnify and hold harmless Company Group from and against such liabilities and any suit, claim or expense resulting there from."	Standard/General Clause under GCC which cannot be changed / amended.

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			Bidder's Remarks : For clarity, as Special Conditions of Contract is to take precedence over the other parts of the same. Also, we propose to include the group indemnity concept.	
33.	GCC/ Clause 15.3	The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.	Please revise as indicated below: "The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company Group ~~and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors~~ for loss or damage to the equipment of the Contractor Group ~~and/or its sub-contractors and/or their employees~~ when such loss or damage or liabilities arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract." Bidder's Remarks : We propose to include the group indemnity concept.	Standard/General Clause under GCC which cannot be changed / amended.
34.	GCC/ Clause 15.4	The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.	Please revise as indicated below: "The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company Group ~~and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors~~ for injury to, illness or death of any employee of the Contractor Group's ~~and of its contractors, sub-contractors and/or their~~ employees when such injury, illness or death arises out of or in connection with	Standard/General Clause under GCC which cannot be changed / amended.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract." Bidder's Remarks : We propose to include the group indemnity concept.	
35.	GCC/ Clause 15.5	Except as otherwise expressly provided herein, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub- contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.	Please revise as indicated below: "Except as otherwise expressly provided herein the Contract, ~~neither~~ Contractor Group ~~nor its servants, agents, nominees, contractors or sub-contractors~~ shall not have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company Group ~~and/or their contractors or sub-contractors~~, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor Group ~~and/or its servants, agents, nominees, assignees, contractors and sub- contractors~~. The Company shall protect, defend, indemnify and hold harmless Contractor Group from and against such loss or damage and any suit, claim or expense resulting there from." Bidder's Remarks : For clarity, as Special Conditions of Contract is to take precedence over the other parts of the same. Also, we propose to include the group indemnity concept.	Standard/General Clause under GCC which cannot be changed / amended.
36.	GCC/ Clause 15.6	Except as otherwise expressly provided herein, neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or	Please revise as indicated below: "Except as otherwise expressly provided herein the Contract, ~~neither~~ Contractor Group ~~nor its servants, agents, nominees,~~	Standard/General Clause under GCC which cannot be changed / amended.

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		death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub- contractors. Company shall protect, defend indemnify and hold harmless Contractor From and against such liabilities and any suit, claim or expense resulting there from.	~~assignees, contractors, sub-contractors~~ shall not have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company Group, ~~and/or of its contractors or sub-contractors~~ irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor Group ~~and/or its servants, agents, nominees, assignees, contractors and sub-contractors~~. Company shall protect, defend indemnify and hold harmless Contractor Group ~~F~~from and against such liabilities and any suit, claim or expense resulting there from." Bidder's Remarks : For clarity, as Special Conditions of Contract is to take precedence over the other parts of the same. Also, we propose to include the group indemnity concept.	
37.	GCC/ Clause 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 of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.	Please revise as indicated below: "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 Group ~~and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors~~ for loss or damage to the equipment of Company Group ~~and/or its contractors or sub-contractors~~ when such loss or damage or liabilities arises out of or in connection with the performance of the Contract." Bidder's Remarks : We propose to include the group indemnity concept.	Standard/General Clause under GCC which cannot be changed / amended.

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38.	GCC/ Clause 15.8	The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and Sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.	Please revise as indicated below: "The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor Group ~~and/or its underwriters, servants, agents, nominees, assignees, contractors and Sub-contractors~~ for injury to, illness or death of any employee of the Company Group's personnel ~~and of its contractors, sub-contractors and/or their employees~~ when such injury, illness or death arises out of or in connection with the performance of the Contract." Bidder's Remarks : We propose to include the group indemnity concept.	Standard/General Clause under GCC which cannot be changed / amended.
39.	GCC/ Clause 16.0a)	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.	Please delete this Clause entirely, which reads: "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." And replace it with "Not Used".	Clause 18.0 "Consequential Damages" to be read as an extension to Clause 16.0 (a). No Change / deletion required.

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			Bidder's Remarks : For clarity, consequential loss / consequential damages and the like has been covered in Clause 18 hereinafter. To avoid ambiguity and conflict.	
40.	GCC/ Clause 16.0b)	Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.	Please revise as indicated below: "Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor Group in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed ~~100~~ **50**% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights." Bidder's Remarks : For clarity and the basis of our proposal.	No change in GCC Clause. For overriding clause, refer SCC Clause No. 38.0.
41.	GCC/ Clause 16.0c)	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 clause (b)above.	Please revise as indicated below: "Company shall indemnify and keep indemnified Contractor Group harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above." Bidder's Remarks : The indemnity should be extended to Contractor Group and not just Contractor.	Standard/General Clause under GCC which cannot be changed / amended.
42.	GCC/ Clause 18	**CONSEQUENTIALDAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss or profit or business interruptions,	Please delete this Clause entirely, which reads: "Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss or profit or business	Standard/General Clause under GCC which cannot be changed / amended.

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		howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.	interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors." And replace it with the following: "Subject to and without affecting the provisions of this Contract regarding the payment rights and obligations of the Parties but notwithstanding any provision of the Contract to the contrary, the Company shall save, indemnify, defend and hold harmless the Contractor Group from the Company Group's own Consequential Loss and the Contractor shall save, indemnify, defend and hold harmless the Company Group from the Contractor Group's own Consequential Loss. The expression "Consequential Loss" shall mean any indirect or consequential loss howsoever caused or arising whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity. Without prejudice to the foregoing, "Consequential Loss" shall be deemed to include, also, the following losses, whether direct or indirect or consequential: (i) loss or damage arising out of any delay, postponement, interruption or loss of production, any inability to produce, deliver or process hydrocarbons; (ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable, under	

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			any contract for the sale, exchange, transportation, processing, storage or other disposal of hydrocarbons; (iii) losses associated with business interruption including the cost of overheads incurred during business interruption; (iv) or any loss of or anticipated loss of use, profit or revenue, or loss of bargain, contract, expectation or opportunity (which for the avoidance of doubt shall not include payments due to Contractor by way of remuneration under this Contract or damages of Contractor for the loss of this Contract or any profit, revenue, expectation or opportunity thereunder); (v) Company Group's spread costs, such as hire or other charges payable to owners of vessels or equipment and the costs of keeping the Company Group's vessels, equipment and personnel on location or other similar costs or to perform/re-perform, remedy and/or continue the Services; and (vi) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing." Bidder's Remarks : Any reciprocal exclusion of consequential loss liability should include a reciprocal group level indemnity.	
43.	GCC/ Clause 19.0	RISKPURCHASE: 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	Please delete this Clause entirely, which reads: "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	Standard/General Clause under GCC which cannot be changed / amended.

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		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.	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." And replace it with "Not Used". Bidder's Remarks : The basis of our proposal.	
44.	GCC/ Clause 20.1	Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.	Please revise as indicated below: "Except as provided ~~hereof~~ in the Contract, Contractor agrees to protect, defend, indemnify and hold Company Group harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise ~~in favour of Contractor's employees, agents, contractors and sub-contractors or their employees or~~ in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults." Bidder's Remarks : For clarity, as Special Conditions of Contract is to take precedence over the other parts of the same. We propose to include the group indemnity concept.	Standard/General Clause under GCC which cannot be changed / amended.

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			Risk allocation on Contractor Group's personnel and property have been covered in Clause 15 hereinbefore. We believe this deals with pure Third Party liability.	
45.	GCC/ Clause 20.2	Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.	Please revise as indicated below: "Except as provided ~~hereof~~ in the Contract, Company agrees to protect, defend, indemnify and hold Contractor Group harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise ~~in favour of Company's employees, agents, contractors and sub-contractors or their employees or~~ in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults." Bidder's Remarks : For clarity, as Special Conditions of Contract is to take precedence over the other parts of the same. We propose to include the group indemnity concept. Risk allocation on Contractor Group's personnel and property have been covered in Clause 15 hereinbefore. We believe this deals with pure Third Party liability.	Standard/General Clause under GCC which cannot be changed / amended.
46.	GCC/Clause 20.3 (new)		Please append the following as a new Clause:	Not acceptable

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			"For the purpose of this Clause 20.0, the term "third party" mean any person or entity other than Company Group or Contractor Group." Bidder's Remarks : For clarity.	
47.	GCC/Clause 21.0	The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.	Please revise as indicated below: "The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party or the party's Group even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party or the party's Group." Bidder's Remarks : The indemnity and causation should be at group level.	Standard/General Clause under GCC which cannot be changed / amended.
48.	GCC/Clause 23.0	23.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which Company may, from time to time, furnish to the Contractor.	Please delete this Clause entirely, which reads: "WARRANTY AND REMEDY OF DEFECTS: 23.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with	Not acceptable

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		23.2 Should Company discover at any time during the tenure of the Contract or till the Unit / equipment / tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the Contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.	instructions and guidance, which Company may, from time to time, furnish to the Contractor. 23.2 Should Company discover at any time during the tenure of the Contract or till the Unit / equipment / tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the Contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited." And replace it with "Not Used". Bidder's Remarks : This is not industry practice. It also conflict with the spirit of drilling contracts, where any default would be deal with (example) Rig Package Repair Day Rate.	
49.	GCC/ Clause 24.1	Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies). Except for the main services under this Contract, Contractor may sub-contract the petty support services subject to Company's prior written approval. However, Contractor shall be fully responsible	Please revise as indicated below: "Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies). Except for the main services under this Contract,	No change in GCC. Suitable clause in SCC incorporated. Refer Tender Amendment.

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		for complete execution and performance of the services under the Contract.	Contractor may sub-contract the petty support services such as but not limited to the catering, labour and ad-hoc services and/or to Contractor's affiliates, which Contractor may have sole discretionary to subcontract without Company's prior consent ~~subject to Company's prior written approval~~. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract." Bidder's Remarks : Practicality.	
50.	GCC/ Clause 27.5	Invoices: Mobilization charges (if any) will be invoiced only upon completion of mobilization as certified by Company representative and Contractor is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.	Please revise as indicated below: "Invoices: Mobilization charges (if any) will be invoiced only upon completion of mobilization as certified by Company representative and Contractor is ready at site for starting the services / operation. Payment of mobilization charges shall be made within ~~45~~ 21 calendar days following the date of receipt of undisputed invoices by Company." Bidder's Remarks : The basis of our proposal.	Suggested change not acceptable. However, refer corresponding clause in SCC (clause no. 9.13).
51.	GCC/ Clause 27.6	Contractor shall send invoice to Company on the day following the end of each month for all daily or monthly charges due to the Contractor.	Please revise as indicated below: "Contractor shall send invoice to Company on or before the tenth (10th) ~~the day following the end~~ of each succeeding month or soon thereafter for all daily or monthly charges due to the Contractor." Bidder's Remarks : Practicality, as we normally would not have received the signed time sheets to prepare and submit our	No change

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			invoice at the end of the month. Also, to be consistent with Section IV Clause 9.0 INVOICE SUBMISSION.	
52.	GCC/ Clause 27.8	Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.	Please revise as indicated below: Payment of monthly invoices, if undisputed, shall be made within ~~30~~ 21 calendar days following the date of receipt of invoice by Company. Bidder's Remarks : The basis of our proposal.	Not acceptable
53.	GCC/ Clause 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. 27.4above.	Please revise as indicated below: "Company shall within ~~30~~15 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." Bidder's Remarks : The basis of our proposal.	Not acceptable
54.	GCC/ Clause 27.11	Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor: a) Audited account up to completion of the Contract. b)Tax audit report for the above period as required under the Indian Tax Laws.	Please revise as indicated below: "Payment of Final demobilization charges shall be made if applicable within ~~45~~ 21 calendar days on receipt of invoice by Company ~~accompanied by the following documents from the Contractor:~~ ~~a) Audited account up to completion of the Contract.~~	No change in GCC Clause. However, refer clarification against Query No. 141

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		c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor. d)Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the Contract period) and also cancellation of re-export bond if any. e)Any other documents as required by applicable Indian Laws. In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.	~~b) Tax audit report for the above period as required under the Indian Tax Laws.~~ ~~c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor.~~ ~~d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the Contract period) and also cancellation of re-export bond if any.~~ ~~e) Any other documents as required by applicable Indian Laws~~. ~~In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.~~" Bidder's Remarks : The basis of our proposal.	
55.	GCC/ Clause 30.0a)	TIMELY MOBILIZATION AND LIQUIDATED DAMAGES: a) Time is the essence of this Contract. If the Contractor fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or Contract including sub clause (b) below, the right to terminate the Contract.	Please revise as indicated below: "~~Time is the essence of this Contract.~~ If the Contractor fails to complete mobilization ~~mobilize and deploy the required manpower / equipment and / or fails to commence the operation within~~ after the latest date of the period specified as specified under mobilization clause under SCC, OIL shall have, ~~without prejudice to any other right or remedy in law or Contract including sub clause (b) below~~ unless OIL invoke Clause 30.0b) below, the right to terminate the Contract."	Standard/General Clause under GCC which cannot be changed / amended.

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			Bidder's Remarks : The basis of our proposal.	
56.	GCC/ Clause 30.0b)	If the Contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.	Please revise as indicated below: "If the Contractor is ~~unable~~ fails to ~~mobilize / deploy and commence the operation~~ complete mobilization 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 Company's sole remedy under or at law, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of the Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price. If the Company is unable to mobilise /deploy the Third Party Inspector (TPI) as per Contractor's request, Company will pay to Contractor the Non-Operating Day Rate till the TPI is deployed on the rig for Inspection." Bidder's Remarks : The term 'unable' would include events beyond Contractor's control, such as Force Majeure, acts/omissions by Company Group, etc.	No change in GCC Clause Refer SCC Clause 4.0
57.	GCC/ Clause 32.0	SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of	Please revise as indicated below: "Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may, subject always to Contractor's prior written agreement, be appropriated by OIL and set-off against any claim of OIL (or	Standard/General Clause under GCC which cannot be changed / amended.

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		a sum of money arising out of this Contract or under any other Contract made by the Contractor with OIL (or such other person or persons contracting through OIL).	such other person or persons contracting through OIL) for payment of a sum of money arising out of this Contract or under any other Contract made by the Contractor with OIL (or such other person or persons contracting through OIL)." Bidder's Remarks : The basis of our proposal.	
58.	GCC/ Clause 33.0	Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of: 33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference. 33.2 Defective work not remedied by Contractor. 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. 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. 33.5 Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery. 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	Please revise as indicated below: "Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of: 33.1 ~~For non-completion of jobs assigned as per Scope of Work/Terms of Reference~~ Not Used. 33.2 ~~Defective work not remedied by Contractor~~ Not Used. 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. 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. 33.5 Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery. 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~~	Standard/General Clause under GCC which cannot be changed / amended.

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		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.	~~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~~ Not Used." Bidder's Remarks : The basis of our proposal.	
59.	GCC/ Clause 37.3	Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.	Please revise as indicated below: "Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only but always subject to and without prejudice to all the indemnity benefits, liability limitations and/or exclusions granted by Company to Contractor Group under the Contract." Bidder's Remarks : For clarity.	Standard/General Clause under GCC which cannot be changed / amended.
60.	GCC/ Clause 38.0	The Contractor shall be liable for all surface and sub-surface pollution to the extent caused by Contractor and resulting from Contractor's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the Contractor	Please delete this Clause entirely, which reads: "POLLUTION AND CONTAMINATION: The Contractor shall be liable for all surface and sub-surface pollution to the extent caused by Contractor and resulting	Standard/General Clause under GCC which cannot be changed / amended. However, refer SCC Clause 20.0

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		brings to the Site for use in connection with Work to be performed under this Contract. Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, Company shall release, indemnify and hold Contractor and its Sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for: a) Damage to or loss of any reservoir or producing formation; and/or b) Damage to or loss of any well; and/or	from Contractor's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the Contractor brings to the Site for use in connection with Work to be performed under this Contract. Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, Company shall release, indemnify and hold Contractor and its Subcontractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for: a) Damage to or loss of any reservoir or producing formation; and/ or b) Damage to or loss of any well; and/ or c) Any other subsurface damage or loss; and/ or d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause." And replace it with "Not Used". Bidder's Remarks : For clarity.	
61.	GCC/ Clause 43.0	Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the Contract or period of defect liability, as provided for under the Contract, whichever is later.	Please revise as indicated below: "Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the Contract	Standard/General Clause under GCC which cannot be changed / amended.

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			~~or period of defect liability, as provided for under the Contract, whichever is later~~." Bidder's Remarks : There is no 'defect liability' in drilling contracts. Such is more only relevant in construction.	
62.	GCC/ Clause 44.5	Termination for Unsatisfactory Performance: If the Company considers that, the performance of the Contractor is unsatisfactory, or not as per the provision of the Contract, the Company shall notify the Contractor in writing and specify in detail the cause of dissatisfaction. The company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company. In the event Contractor rectifies its non-performance to the satisfaction of the Company, the option of termination may not be exercised by the Company. If however, Contractor repeats non-performance subsequently, Company shall exercise the option to terminate Contract by giving 07 days' notice. Such Contractor shall be put on holiday as per the Banning Policy of OIL [available atwww.oil-india.in].	Please revise as indicated below: "Termination for Unsatisfactory Performance: If ~~the Company considers that, the performance of the~~ Contractor ~~is unsatisfactory, or not as per the~~ breaches any material provision of the Contract, the Company shall notify the Contractor in writing and specify in detail ~~the cause of dissatisfaction~~ of such breach. The ~~c~~Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to commence within 15 days of the receipt of the notice to comply with the requisitions contained in the said written notice issued by the Company. ~~In the event Contractor rectifies its non-performance to the satisfaction of the Company, the option of termination may not be exercised by the Company. If however Contractor repeats non-performance subsequently, Company shall exercise the option to terminate Contract by giving 07 days' notice.~~ Such Contractor, if terminated, shall be put on holiday as per the Banning Policy of OIL [available at www.oilindia.in]." Bidder's Remarks : The basis of our proposal.	Standard/General Clause under GCC which cannot be changed / amended.

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63.	GCC/ Clause 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, Company at its option, may terminate this Contract 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.	Please revise as indicated below: "If at any time during the term of this Contract, breakdown of Contractor's equipment due to Contractor's sole default which results in Contractor being unable to perform their obligations hereunder for a period of ~~15~~ 21 successive days, Company at its option, may terminate this Contract subject to at least 15 days prior written notice to Contractor, ~~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.~~" Bidder's Remarks : The basis of our proposal.	Standard/General Clause under GCC which cannot be changed / amended.
64.	GCC/ Clause 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.	Please revise as indicated below: "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~~ for the services as per the Contract up to the date of termination plus an early termination fee which shall be equal to the value of the unused days remaining in the Contract Duration (including any extension exercised) multiplied by the Operating Day Rate." Bidder's Remarks : The basis of our proposal.	Standard/General Clause under GCC which cannot be changed / amended.

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65.	GCC/ Clause 44.10 paragraph 3	In the event of termination of Contract, Company will issue Notice of termination of the Contract with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their personnel & materials. Demobilization charges shall not be payable by Company in case of Article from 44.4 to 44.7.	Please revise as indicated below: "In the event of termination of Contract, Company will issue Notice of termination of the Contract with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their personnel & materials. For the avoidance of doubt and notwithstanding anything to the contrary, the effective date of termination shall only occur upon the completion of demobilization of the Drilling Unit." Bidder's Remarks : The basis of our proposal.	Suggested changes not acceptable.
66.	GCC/ Clause 45	In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Contract shall stand terminated and shall cease to be in force from the date of such notification by the Company. Thereafter the Contractor shall stop forthwith any of the work then in progress, except those work which the Company may, in writing, require to be done to safeguard any property or work, or installations from damages, and the Company may take over the remaining unfinished work of the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of its sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.	Please revise as indicated below: "In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Contract shall stand terminated and shall cease to be in force from the date ~~of such notification by the Company~~ upon the completion of demobilization of the Drilling Unit. 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~~	Suggested change not acceptable. However, amenable to change Article Nos. (from 44.4 - 44.9 to 44.4 - 44.8).

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			~~at the rate/cost specified in the schedule of quantities and rates/prices~~." Bidder's Remarks : Contractor should never be liable for direct damages arising from any termination for convenience.	
67.	GCC/ Clause 46.0	WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Company may take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor. The Contractor and any of its sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the Company.	Please delete this Clause entirely, which reads: "WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Company may take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor. The Contractor and any of its sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the Company." And replace it with "Not Used". Bidder's Remarks : Contractor should never be liable for direct damages arising from any termination for convenience.	Suggested change not acceptable. However, amenable to change Article Nos. (from 44.4 - 44.9 to 44.4 - 44.8).
68.	GCC/ Clause 48.0 paragraph 3	During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials;	Please revise as indicated below: "During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and, subject to Clause 18.2 of Section III Special Conditions of Contract, remove from the site any wreckage, rubbish or	No change

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<tr><td></td><td></td><td>rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.</td><td>temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company."

Bidder's Remarks : For clarity.</td><td></td></tr>
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/Item 39 /
sub-item 6</td><td>6.
All other miscellaneous equipment required for Rig and drilling operations. which are not specifically detailed in here, but which are required for normal operations according to good oilfield practice where these are related to items already furnished by the Bidder and/or are normally Bidder supplied.</td><td>Please delete this item entirely, which reads:
"All other miscellaneous equipment required for Rig and drilling operations. which are not specifically detailed in here, but which are required for normal operations according to good oilfield practice where these are related to items already furnished by the Bidder and/or are normally Bidder supplied."
And replace it with "Not Used".

Bidder's Remarks: Contractor cannot take responsibility of all items not specified.</td><td>NOT ACCEPTABLE</td></tr>
<tr><td>70.</td><td>Appendix 3 /
Item B.5</td><td><table><tr><td></td><td colspan="2">Provided by</td><td colspan="2">At Cost of</td></tr><tr><td></td><td>Company</td><td>Bidder</td><td>Company</td><td>Bidder</td></tr><tr><td>Towing vessels for mobilization, demobilization and</td><td></td><td>X</td><td></td><td>X</td></tr></table></td><td>Please revise as indicated below:<table><tr><td></td><td colspan="2">Provided by</td><td colspan="2">At Cost of</td></tr><tr><td></td><td>Company</td><td>Bidder</td><td>Company</td><td>Bidder</td></tr><tr><td>Towing vessels for mobilization, demobilization</td><td>X</td><td>~~X~~</td><td>X</td><td>~~X~~</td></tr></table></td><td>Towing vessels will only be provided for Rig Move. Tender Amendments will be issued.</td></tr>
</table>

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

<table>
<tr><th>Sl. No.</th><th>Clause No. of Tender Document</th><th>Tender Clause Description</th><th>Query/ Clarifications/ Changes/ modifications proposed by the Bidder</th><th>OIL's reply</th></tr>
<tr><td></td><td></td><td>rig moves (if required)."</td><td>and rig moves (if required)."

Bidder's Remarks : For Clarity</td><td></td></tr>
<tr><td>71.</td><td>Appendix 3 / Item F.7</td><td><table><tr><td></td><td colspan="2">Provided by</td><td colspan="2">At Cost of</td></tr><tr><td></td><td>Company</td><td>Bidder</td><td>Company</td><td>Bidder</td></tr><tr><td>Hydraulic bolt torquing services</td><td></td><td>X</td><td>X</td><td></td></tr></table></td><td>Please revise as indicated below:<table><tr><td></td><td colspan="2">Provided by</td><td colspan="2">At Cost of</td></tr><tr><td></td><td>Company</td><td>Bidder</td><td>Company</td><td>Bidder</td></tr><tr><td>Hydraulic bolt torquing services</td><td>X</td><td>~~X~~</td><td>X</td><td></td></tr></table>Bidder's Remarks : The basis of our proposal.</td><td>NOT ACCEPTABLE</td></tr>
<tr><td>72.</td><td>Appendix 3 / Item F.14 (new)</td><td></td><td>Please append the following as a new item:<table><tr><td></td><td colspan="2">Provided by</td><td colspan="2">At Cost of</td></tr><tr><td></td><td>Company</td><td>Bidder</td><td>Company</td><td>Bidder</td></tr><tr><td>Rig Positioning Services</td><td>X</td><td></td><td>X</td><td></td></tr></table>Bidder's Remarks: The basis of our proposal.</td><td>ACCEPTABLE. Tender amendments will be published.</td></tr>
<tr><td>73.</td><td>Appendix 3 / Item G.4</td><td>Security and Naval Defence Clearance of Drilling Rig and its Equipment, Vessels and Bidder's personnel from Ministry of</td><td>Please revise as indicated below:
"Security and Naval Defence Clearance of Drilling Rig and its Equipment~~, Vessels~~ and Bidder's personnel from Ministry of</td><td>ACCEPTABLE. Tender amendments will be published.</td></tr>
</table>

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

<table>
<tr><th>Sl. No.</th><th>Clause No. of Tender Document</th><th>Tender Clause Description</th><th>Query/ Clarifications/ Changes/ modifications proposed by the Bidder</th><th>OIL's reply</th></tr>
<tr><td></td><td></td><td>Home and Defence, DRDO, IB, Police and other Government agencies as required.</td><td>Home and Defence, DRDO, IB, Police and other Government agencies as required."
Bidder's Remarks : Marine Vessels are to be provided by Company.</td><td></td></tr>
<tr><td>74.</td><td>Appendix 3 / Item I.8</td><td>
<table>
<tr><th rowspan="2"></th><th colspan="2">Provided by</th><th colspan="2">At Cost of</th></tr>
<tr><th>Company</th><th>Bidder</th><th>Company</th><th>Bidder</th></tr>
<tr><td>a. Cementing unit and Cement mixing pumps</td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td>b. Cementing Company for the cement unit as per 8a.</td><td>X</td><td></td><td>X</td><td></td></tr>
</table>
</td><td>Please append the following as a new item:
<table>
<tr><th rowspan="2"></th><th colspan="2">Provided by</th><th colspan="2">At Cost of</th></tr>
<tr><th>Company</th><th>Bidder</th><th>Company</th><th>Bidder</th></tr>
<tr><td>a. Cementing unit and Cement mixing pumps <u>if owned by Bidder</u></td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td>b. ~~Cementing Company for the cement unit as per 8a.~~<u>Cementing unit and Cement mixing pumps if unit is 'free placement' or installed by Company</u></td><td><u>X</u></td><td></td><td><u>X</u></td><td></td></tr>
<tr><td>~~b~~<u>c</u>. Cementing company for the</td><td>X</td><td></td><td>X</td><td></td></tr>
</table>
</td><td>NOT ACCEPTABLE</td></tr>
</table>

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

<table>
<tr><th>Sl. No.</th><th>Clause No. of Tender Document</th><th>Tender Clause Description</th><th>Query/ Clarifications/ Changes/ modifications proposed by the Bidder</th><th>OIL's reply</th></tr>
<tr><td></td><td></td><td></td><td>
<table>
<tr><td>cement unit as per 8a, 8b</td><td></td><td></td><td></td><td></td></tr>
</table>
</td><td></td></tr>
<tr><td>75.</td><td>Appendix 3 / Item I.9</td><td>
<table>
<tr><td rowspan="2"></td><td colspan="2">Provided by</td><td colspan="2">At Cost of</td></tr>
<tr><td>Company</td><td>Bidder</td><td>Company</td><td>Bidder</td></tr>
<tr><td>Repair, maintenance, cost of spares and modifications to Cementing Unit</td><td></td><td>X</td><td></td><td>X</td></tr>
</table>
</td><td>
Please append the following as a new item:
<table>
<tr><td rowspan="2"></td><td colspan="2">Provided by</td><td colspan="2">At Cost of</td></tr>
<tr><td>Company</td><td>Bidder</td><td>Company</td><td>Bidder</td></tr>
<tr><td>a. Repair, maintenance, cost of spares and modifications to Cementing Unit if owned by Bidder</td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td>b. Repair, maintenance, cost of spares and modifications to Cementing Unit if unit is 'free placement' or installed by Company</td><td>X</td><td></td><td>X</td><td></td></tr>
</table>
</td><td>NOT ACCEPTABLE</td></tr>
</table>

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

<table>
<tr><th>Sl. No.</th><th>Clause No. of Tender Document</th><th>Tender Clause Description</th><th>Query/ Clarifications/ Changes/ modifications proposed by the Bidder</th><th>OIL's reply</th></tr>
<tr><td></td><td></td><td></td><td>Bidder's Remarks : For clarity and the basis of our proposal.</td><td></td></tr>
<tr><td>76.</td><td>Appendix 3 / Item I.15</td><td>
<table>
<tr><th rowspan="2"></th><th colspan="2">Provided by</th><th colspan="2">At Cost of</th></tr>
<tr><th>Company</th><th>Bidder</th><th>Company</th><th>Bidder</th></tr>
<tr><td>Catering including meals, accommodation for 35 Numbers of Company and Company's third-party personnel. Contractor shall provide standard food & services as per industry practice for all its own & its sub-contractor's personnel including Company's Personnel and service providers</td><td></td><td>X</td><td></td><td>X</td></tr>
</table>
</td><td>Please revise as indicated below:
<table>
<tr><th rowspan="2"></th><th colspan="2">Provided by</th><th colspan="2">At Cost of</th></tr>
<tr><th>Company</th><th>Bidder</th><th>Company</th><th>Bidder</th></tr>
<tr><td>Catering including meals, accommodation for ~~35 Numbers of~~ Company and Company's third-party personnel. ~~Contractor shall provide standard food & services as per industry practice for all its own & its subcontractor's personnel including Company's Personnel and service providers~~</td><td><u>X</u></td><td>~~X~~</td><td><u>X</u></td><td>~~X~~</td></tr>
</table>
</td><td>NOT ACCEPTABLE</td></tr>
</table>

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

<table>
<tr><th>Sl. No.</th><th>Clause No. of Tender Document</th><th>Tender Clause Description</th><th>Query/ Clarifications/ Changes/ modifications proposed by the Bidder</th><th>OIL's reply</th></tr>
<tr><td></td><td></td><td>deployed by the Company.</td><td><s>deployed by the Company.</s>
Bidder's Remarks : To tie in with our qualification to Part 2 – Bid Evaluation Criteria (BEC) / Section D / Clause 7.1 / Bullet#6.</td><td></td></tr>
<tr><td>77.</td><td>Appendix 4 / Item 24</td><td><table><tr><th>Category</th><th>Min. Crew on board in 2 shifts</th><th>Short Deployment Rate (US $)/day</th></tr><tr><td>Cementing Unit Operator</td><td>1</td><td>75</td></tr></table></td><td>Please revise as indicated below:<table><tr><th>Category</th><th>Min. Crew on board in 2 shifts</th><th>Short Deployment Rate (US $)/day</th></tr><tr><td><s>Cementing Unit Operator</s> Not Used</td><td><s>1</s></td><td><s>75</s></td></tr></table>Bidder's remarks : Bidder understands Cementing services and personnel shall be provided by the company/TPI of company.</td><td>ACCEPTABLE. Tender amendments will be published. (Maintenance Crew and maintenance to be under Rig Scope).</td></tr>
<tr><td>78.</td><td>Appendix 4</td><td>NOTE: The above Rate of Deduction is for 1st seven days only. Subsequently the Rate of Deduction will be double every week thereafter (for example in case of Tool Pusher for 8th day to 14th day: 800 US$ per day, for 15th to 21st day: 1600 US$ per day and so on).</td><td>Please delete this Note paragraph entirely, which reads:
"NOTE: The above Rate of Deduction is for 1st seven days only. Subsequently the Rate of Deduction will be double every week thereafter (for example in case of Tool Pusher for 8th day to 14th day: 800 US$ per day, for 15th to 21st day: 1600 US$ per day and so on)."</td><td>NOT ACCEPTABLE</td></tr>
</table>

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			Bidder's Remarks: The basis of our offer and per day deductions should be applicable for the short deployment.	
79.	Appendix 5 / Item 24	Cementing Unit Operator.	Bidder understands Cementing services and personnel shall be provided by the company/TPI of company.	Refer to OIL's replies in serial no: 77
Section III Special Conditions of Contract				
80.	Clause 1.0b	"Associated services" means equipment and services, asked for, along with Drilling unit in this bid document. These include but not limited to Hydraulic Bolt Torquing System, other equipment and services; accommodation / catering / medical services, communication, safety and firefighting services, well control services, weather forecasting as required under drilling operations.	Please revise as indicated below: ""Associated services" means equipment and services, asked for, along with Drilling unit in this bid document. These include but not limited to ~~Hydraulic Bolt Torquing System, other equipment and services;~~ accommodation / catering / medical services, communication, safety and firefighting services, well control services, weather forecasting as required under drilling operations." Bidder's Remarks : Hydraulic Bolt Torquing System are to be provided by Company, which is industry practice.	NOT ACCEPTABLE
81.	Clause 1.0g.	"Shore Base" means the logistics support base where the Contractor's, Company's and Company third party personnel and equipment will be shipped, stored, maintained and delivered to support the offshore Drilling Unit as per the Contract. Shore base services will be from Kollam Seaport for the Kerala Konkan well.	Please clarify: "Shore Base" means the logistics support base where the Contractor's, Company's and Company third party personnel and equipment will be shipped, stored, maintained and delivered to support the offshore Drilling Unit as per the	Contractor to hire separate yard.

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			Contract. Shore base services will be from Kollam Seaport for the Kerala Konkan well. Bidder's Remarks : For Clarity. Whether OIL shall provide space for Contractor's material at its base or Contractor has to hire a separate yard for Contractor's materials. We prefer to use OIL Shore base to help streamline logistics and this information will help prepare competitive bids.	
82.	Clause 1.0t	"Inter-location movement" means the period once the well operations on the last well are completed and preparation for rig move are commenced, prior to the Drilling Unit being jacked down for tow operations from its current location and shall be deemed to be complete when the Drilling Unit is safely jacked up at the next location and rig skidded over the well to commence well operations.	Please revise as indicated below: ""Inter-location movement" means the period once the well operations on ~~the last~~ a well are completed and ~~preparation for rig move are commenced, prior to~~ the Drilling Unit ~~being~~ has jacked-down ~~for~~ and under tight tow ~~operations~~ and has commenced rig move from its current location and shall be deemed to be deemed completed when the Drilling Unit is safely jacked up at the next location and rig skidded over the well to commence well operations." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
83.	Clause 1.0u (new)		Please append the following as a new Clause: ""Affiliate" shall mean in relation to any person one company owning directly or indirectly fifty percent or more of the stock of such other company, or a company fifty percent or more of whose stock is owned directly or indirectly by such other company, or a company fifty percent or more of whose stock	NOT ACCEPTABLE

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			is owned directly or indirectly by the same company that owns directly or indirectly fifty percent or more of the stock of such other company." Bidder's Remarks : For clarity, for the purpose of the indemnity regime, we wish to propose grouping concept.	
84.	Clause 1.0v (new)		Please append the following as a new Clause: ""Company Group" shall mean Company, its co-venturers, its and their respective Affiliate its and their other contractors of any tier and the respective Affiliate, and its and their respective officers, directors, invitees and employees (including agency personnel), but shall not include any member of Contractor Group." Bidder's Remarks : For clarity, for the purpose of the indemnity regime, we wish to propose grouping concept.	NOT ACCEPTABLE
85.	Clause 1.0w (new)		Please append the following as a new Clause: "Contractor Group" mean Contractor, its Affiliate, its and their subcontractors of any tier and their respective Affiliate, its and their respective officers, directors, invitees and employees (including agency personnel), and the Drilling Unit and the legal and beneficial owners thereof, but shall not include any member of Company Group." Bidder's Remarks : For clarity, for the purpose of the indemnity regime, we wish to propose grouping concept.	NOT ACCEPTABLE

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
86.	Clause 2.2	MOBILISATION TIME: The mobilization of the Drilling Unit and Associated Services along with all equipment, personnel etc. should be completed by Contractor within 180 days from the date of issue of the mobilization notice which includes TPI inspection days subsequent to the issue of the Letter of Award by the Company. In case of delay on account of the Company for readiness of site, consumables and other services etc. mobilization period for the above delayed period will be extended without imposing Liquidated Damage. In case, the Contractor intends to mobilize the Drilling Unit and Associated Services earlier than the maximum specified days, the Contractor shall inform the Company in writing, the date on which the rig will be mobilized to the specified location for Company's concurrence. Company reserves the right to accept or decline early mobilization without assigning any reason thereof, at its discretion.	Please revise as indicated below: "MOBILISATION TIME: The mobilization of the Drilling Unit and Associated Services along with all equipment, personnel etc. should be completed by Contractor within 180 days from the date of issue of the ~~**mobilization notice**~~ **Letter of Award** which includes TPI inspection days subsequent to the issue of the Letter of Award by the Company. In case of delay on account of the Company for readiness of site, consumables and other services etc, mobilization period for the above delayed period will be extended without imposing Liquidated Damage and notwithstanding anything to the contrary, the Non-Operating Day Rate shall apply from the date and time Contractor is ready to commence mobilization. If the Company is unable to mobilise /deploy the Third Party Inspector (TPI) as per Contractor's request, Company will pay to Contractor the Non-Operating Day Rate till the TPI is deployed on the rig for Inspection. In case, the Contractor intends to mobilize the Drilling Unit and Associated Services earlier than the maximum specified days, the Contractor shall inform the Company in writing, the date on which the rig will be mobilized to the specified location for Company's concurrence. Company reserves the right to accept or decline early mobilization without assigning any reason thereof, at its discretion. For the avoidance of doubt, the foregoing shall be without prejudice to the application of the Non-Operating Day Rate as detailed in the foregoing paragraph in this Section III Special Conditions of Contract Clause 2.0, Clause 5.0 and Clause 14 hereinafter."	NOT ACCEPTABLE

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			Bidder's Remarks : For clarity; to tie in with Clause 2.3.	
87.	Clause 2.2 Note b)	The succeeding day of issue of Mobilization notice shall be counted as Day one (01) for the purposes of Mobilization period.	Please revise as indicated below: "The succeeding day of issue of ~~Mobilization notice~~ Letter of Award shall be counted as Day one (01) for the purposes of Mobilization period." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
88.	Clause 2.2 Note d)	LOADING OF OPERATOR'S EQUIPMENT Company shall mobilize all of Company / Company's third-party equipment to the drilling location nominated by the Company for loading on board the Drilling Unit.	Please revise as indicated below: "Company shall mobilise all of Company / Company's third-party equipment to the drilling location nominated by the Company for loading on board the Drilling Unit. Notwithstanding anything to the contrary, the Non-Operating Day Rate shall apply from during such loading. For the avoidance of doubt, Contractor's Personnel shall not be allowed on any supply boats as part of the loading and unloading process." Bidder's Remarks : The basis of our proposal.	Clarified in the Tender
89.	Clause 2.3	DATE OF COMMENCEMENT OF OPERATION: The commencement of operations for the purposes of any compensation to the Contractor under this service, shall commence when the Drilling Unit ready in all respects, including obtaining all statutory clearances e.g. Naval clearance, Customs clearance etc. and positioned at the drilling location ready to commence operations duly certified by the Company Representative herein referred to as "Commencement Date".	Please revise as indicated below: "DATE OF COMMENCEMENT OF OPERATION: The commencement of operations for the purposes of any compensation to the Contractor under this service, shall commence when the Drilling Unit, ready in all respects, including obtaining all statutory clearances e.g. Naval clearance, Customs clearance etc. and positioned at the drilling location ready to commence operations from the	

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		However, any time lost due to location not being ready or delay on account of the Company provided equipment / material / consumables / services shall be paid at Non-Operating Day Rate as defined in this bid document under 'Schedule of Rates'	moment Contractor starts to pin down duly certified by the Company Representative herein referred to as "Commencement Date". However, any time lost due to location not being ready or delay on account of the Company provided equipment/material/consumables/services and for the period of loading Company / Company's third-party equipment on board the Drilling Unit shall be paid at Non-Operating Day Rate as defined in this bid document under 'Schedule of Rates'." Bidder's Remarks : For clarity.	NOT ACCEPTABLE ACCEPTABLE. Tender amendments will be published.
90.	Clause 2.4	DURATION OF CONTRACT: The term of the contract shall be for 01 (one) firm well (approximately for a period of 07 months from the date of commencement of operation with an option for extension of the Contract duration by another 07 months, for an optional well or otherwise, at the sole discretion of the Company at the quoted rates and same terms & conditions of the Contract). The rates, terms and conditions shall continue until the completion / abandonment of the last well being drilled at the time of the expiry of the Contract. a) Period of break down and Repair time of the Drilling Unit unpaid by Company may be added at the option of the Company to the duration of the primary term of the contract subject to Company providing Contractor a written notice at least 30 days prior to the completion of the last well. The project being of short duration, the Contractor shall schedule rig dry dock and hull inspection activities, prior to mobilization.	Please revise as indicated below: "DURATION OF CONTRACT: The term of the contract shall be for 01 (one) firm well (approximately for a period of 07 months from the date of commencement of operation with an option for extension of the Contract duration by another 07 months, for an optional well or otherwise, at the sole discretion of the Company at the quoted rates and same terms & conditions of the Contract). The rates, terms and conditions shall continue until the completion / abandonment of the last well being drilled ~~at the time of the expiry of the Contract~~ and until the completion of demobilization of the Drilling Unit." Bidder's Remarks : The Terms and Conditions should still continue apply after the completion of any well until the completion of demobilization, as the Parties still have their respective duties and obligations thereafter.	NOT ACCEPTABLE

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		b) The successful bidder / Contractor will be given a Notice Period of 15 days if OIL exercises the option to extend the contract.		
91.	Clause 2.4b)	b) The successful bidder / Contractor will be given a Notice Period of 15 days if OIL exercises the option to extend the contract.	Please revise as indicated below: "The successful bidder / Contractor will be given a Notice Period of ~~15~~ **90** days prior to the commencement of the first well if OIL exercises the option to extend the contract." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
92.				
93.	Clause 4.1	Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of the estimated Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined under Clause No. 2.0 above. Company shall have at any time but before Commencement Date, the right to terminate the Contract in the event Contractor fails to deploy the Drilling Unit at the drilling location within aforesaid period, without prejudice to any other clauses including 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.	Please revise as indicated below: "~~Time is the essence of this Contract.~~ In the event of the Contractor~~'s default in timely mobilization for commencement of operations within the stipulated period~~ fails to complete mobilization within 180 days from Letter of Award, the Contractor shall, as Company's sole remedy under or at law, be liable to pay liquidated damages @ 0.5% of the estimated Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the estimated Contract value. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined under Clause No. 2.0 above. ~~Company shall have at any time but before Commencement Date, the right to terminate the Contract in the event Contractor fails to deploy the Drilling Unit at the drilling location within aforesaid period, without prejudice to any other clauses including LD Clause.~~The parties agree that this is a genuine pre-estimate of the loss/damage which will be	NOT ACCEPTABLE

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			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." Bidder's Remarks : The basis of our proposal.	
94.	Clause 6.2.1	Contractor shall provide standard food & services as per industry practice for all its own & its sub-contractor's personnel including Company's Personnel and service providers deployed by the Company. This provision should be for keeping minimum Thirty-Five (35) OIL and/or Third-party personnel on board the Drilling Unit.	Please revise as indicated below: "Contractor shall provide standard food & services as per industry practice for all its own & its sub-contractor's personnel including Company's Personnel and service providers deployed by the Company. ~~This provision should be for keeping minimum Thirty-Five (35) OIL and/or Third-party personnel on board the Drilling Unit.~~" Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
95.	Clause 6.3.3	Contractor shall be responsible for the maintenance and repair of all contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.	Please revise as indicated below: "Unless otherwise provided, Contractor shall be responsible for the maintenance and repair of all ~~c~~Contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period." Bidder's Remarks : The revision is to cater for equipment loss / damage in hole.	NOT ACCEPTABLE
96.	Clause 6.3.5(b)	Contractor will be responsible for fuel, lubricant and water consumed at its shore base. There will be no escalation in day rates throughout the duration of the Contract including	Please revise as indicated below: "Contractor will be responsible for fuel, lubricant and water consumed at its shore base. ~~There will be no escalation in day rates throughout the duration of the Contract including~~	NOT ACCEPTABLE

PRE-BID QUERIES

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		extension, on account of any price increase in fuel/lubricants, other consumables, etc.	~~extension, on account of any price increase in fuel/lubricants, other consumables, etc.~~" Bidder's Remarks : The Contract does include rate adjustment.	
97.	Clause 6.3.6	Zero-day rate will be applicable for shutdown of Drilling Unit operations on account of inadequate supply of Contractor's relevant equipment/material.	Please delete this Clause entirely, which reads: "Zero-day rate will be applicable for shutdown of Drilling Unit operations on account of inadequate supply of Contractor's relevant equipment/material." And replace it with "Not Used". Bidder's Remarks : The Zero-day rate should only apply after the Rig Package Repair Day Rate is exhausted and only if such is caused my events within Contractor's control.	NOT ACCEPTABLE
98.	Clause 7.17	The Contractor will be responsible for the disposal of the rig generated waste viz. used oil, soiled coverall, gloves, scrap, containers, skips etc., cuttings and waste drilling fluids.	Please revise as indicated below: "The Contractor will be responsible for the disposal of the rig generated waste viz. used oil, soiled coverall, gloves, scrap, containers, skips etc., cuttings and waste drilling fluids subject always Company shall be responsible at Company's cost to provide all receptacles and the disposal of all toxic and / or hazardous waste." Bidder's Remarks: The basis of our proposal and industry practice.	ACCEPTABLE. Tender amendments will be published.
99.	Clause 11.4	In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during	Please revise as indicated below:	NOT ACCEPTABLE

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		the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.	"In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. ~~The Contractor should arrange for re-export of equipment within 60 days of notice of de-mobilization issued by the Company.~~ If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit." Bidder's Remarks : There is no mandatory requirement of re-export within 60 days. However, we will comply with customs notification 50/2017-Customs dated 30th June 2017, Serial No. 404 condition 48. Ref Circular No. 21 /2013-Customs for more details. The basis of our proposal.	
100.	Clause 13.3	To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval.	Please revise as indicated below: "To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval. Notwithstanding the foregoing, Contractor shall have sole discretionary right without Company's prior approval to subcontract the catering, labour and ad-hoc services and/or to Contractor's affiliates."	ACCEPTABLE. Tender amendments will be published.

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			Bidder's Remarks : For practicality and the basis of our proposal.	
101.	Clause 13.5e)	Contractor fails to meet any of the provisions in the Contract.	Please revise as indicated below: "Contractor fails to meet any of the material provisions in the Contract." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
102.	Clause 13.6	To reduce the rates reasonably, at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.	Please delete this Clause entirely, which reads: "To reduce the rates reasonably, at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract." And replace it with "Not Used". Bidder's Remarks : The basis of our proposal.	ACCEPTABLE. Tender amendments will be published.
103.	Clause 14.0	Company hereby agrees that it shall provide Contractor with all necessary rights to the location where the well is to be located including any drilling permission/licenses as required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Company's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its subcontractors, Company agrees promptly to advise Contractor in writing with	Please revise as indicated below: "Company hereby agrees that it shall provide Contractor with all necessary rights to the location where the well is to be located including any drilling permission/licenses/certificates as required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Company's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its	NOT ACCEPTABLE

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		respect to such restrictions, conditions or limitations and Contractor agrees to observe the same. Should any permits/ licenses/Certificates - as applicable be delayed because of objections of statutory authorities in respect of Contractor's issue, the Contractor should make good and take corrective actions immediately and in that case no rate will be payable to the Contractor.	employees or its subcontractors, Company agrees promptly to advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same and notwithstanding anything to the contrary, the Non-Operating Day Rate shall apply. In addition to the above, the well location(s) so provided shall be surveyed and marked by Company and shall be free of obstructions. Company shall also be responsible for selecting, marking, and clearing drilling locations, for providing proper and sufficient certificates, including, without limitation, permits or permission necessary to enter upon and operate on the well location, and for notifying Contractor of any impediments or hazards to operations at each well location and/or within the anchor pattern, including any pipelines, cables, boulders, mud filled depressions or faulty bottom conditions (hereinafter referred to as "obstructions') in the Operating Area. Company will also provide Contractor with soil and sea bottom condition surveys at each well location hereunder adequate to satisfy Contractor's Marine Surveyor. Notwithstanding any other provisions of this Contract, should there be obstructions at or within the Operating Area or at the well location(s) which are not identified or which are not correctly identified and such obstructions damage the Drilling Unit or the Drilling Unit damages these obstructions, Company shall release, defend, indemnify and hold harmless Contractor Group from any and all claims incurred as a result of damage to such obstructions and shall reimburse Contractor for repair of the damage to the Drilling Unit and continue to pay Contractor at the Non-Operating Day Rate during repair until such time as the Drilling Unit has been repaired and returned	

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			to operations hereunder or until the Drilling Unit has been declared a total loss (actual or constructive) by the Contractor's underwriters, whichever occurs first. In the event the Drilling Unit is used over a platform, all surveys to determine the structural integrity of the platform will be the responsibility of Company. Should any permits/ licenses/Certificates - as applicable be delayed because of objections of statutory authorities in respect of Contractor's ~~issue~~ sole default, the Contractor should make good and take corrective actions immediately and in that case no rate will be payable to the Contractor." Bidder's Remarks : The basis of our proposal.	
104.	Clause 16.0	Company shall be liable for the cost of regaining control of any wild well, as well as the cost of removal of debris and shall defend, indemnify and hold Contractor harmless, for any such cost, regardless of the cause thereof, including but not limited to the negligence of Contractor, its agents, employees or sub-contractors. Company shall be responsible for and shall defend, indemnify and hold harmless Contractor from any claims in respect of loss or damage to the hole or well. In the event the hole is lost or damaged because of the gross negligence of Contractor, Contractor's sole responsibility thereafter shall be the obligation to repair such damage within the limits of Contractor's normal complement of equipment and personnel or redrill the hole in the same well or an alternate well to the depth at which, such hole was lost at a rate equal to fifty (50) percent of the Operating Day Rate (ODR) only by deploying the Drilling Unit and personnel provided however, that in the case of any	Please revise as indicated below: "Company shall be liable for the cost of regaining control of any wild well, as well as the cost of removal of debris and shall defend, indemnify and hold Contractor Group harmless, from any claims and for any such cost, regardless of the cause thereof, including but not limited to the negligence of Contractor~~, its agents, employees or sub-contractors~~ Group. Company shall be responsible for and shall defend, indemnify and hold harmless Contractor Group from any and all claims in respect of loss or damage to the hole or well. In the event the hole is lost or damaged because of the sole ~~g~~Gross ~~n~~Negligence of Contractor, Contractor's sole responsibility, and as Company's sole remedy under contract or at law, thereafter shall be the obligation to repair such damage within the limits of Contractor's normal complement of equipment	NOT ACCEPTABLE

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		relief well, Company shall be solely responsible for all other costs or damage with respect to such loss or damage, regardless of the cause of such loss or damage.	and personnel or redrill the hole in the same well or an alternate well to the depth at which, such hole was lost at a rate equal to fifty (50) percent of the Operating Day Rate (ODR) only by deploying the Drilling Unit and personnel provided however, that in the case of any relief well, Company shall be solely responsible for all other costs or damage with respect to such loss or damage, regardless of the cause of such loss or damage." Bidder's Remarks : The basis of our proposal. Also, to be consistent with the definition(s) established in the General Conditions.	
105.	Clause 16.1	Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs (other than Drilling Unit), vessels and damage or loss of materials or equipment of Company and/or other third-party materials or equipment in the area of operation for reasons attributed to the gross negligence of the Contractor, provided that Contractor's liability shall not 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.	Please revise as indicated below: "Without prejudice to Section III Special Conditions of Contract Clause 14.0 hereinbefore, Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs (other than Drilling Unit), vessels and damage or loss of materials or equipment of Company and/or Company's other third-party materials or equipment in the ~~area of operation~~Operating Area for reasons attributed solely to the ~~g~~Gross ~~n~~Negligence of the Contractor, provided that Contractor's liability shall not exceed an aggregate of US Dollars Five Hundred Thousand ~~per occurrence~~. The Company shall be responsible for and shall indemnify and hold Contractor Group harmless for all amounts in excess thereof."	NOT ACCEPTABLE

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			Bidder's Remarks : The basis of our proposal. Also, to be consistent with the definition(s) established in the General Conditions.	
106.	Clause 17.0	COST OF CONTROL OF BLOWOUT: In the event any well being drilled hereunder shall go out of control (Blowout) due to any causes, Contractor will bear the cost and expense of killing the well or otherwise bringing the well under control up to US Dollar One Million for each incident and in this regard, Company shall indemnify and hold Contractor harmless in excess of US Dollar One Million for each incident. This applies only to the cost of bringing the well under control and is not to be interpreted as an assumption by Company of any liability for injuries, to Contractor's personnel and or damage to the Drilling Unit, caused by such blowout to the Contractor, except as otherwise provided under the terms and conditions of this Contract.	Please revise as indicated below: "In the event any well being drilled hereunder shall go out of control (Blowout) due to any causes, Contractor will bear the cost and expense of killing the well or otherwise bringing the well under control up to an aggregate of US Dollar One Million ~~for each incident~~ and in this regard, Company shall indemnify and hold Contractor Group harmless in excess of an aggregate of US Dollar One Million ~~for each incident~~. This applies only to the cost of bringing the well under control and is not to be interpreted as an assumption by Company of any liability for injuries, to Contractor's personnel and or damage to the Drilling Unit, caused by such blowout to the Contractor, except as otherwise provided under the terms and conditions of this Contract." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
107.	Clause 17.1	USE OF CONTRACTOR'S EQUIPMENT: The Company shall have the right to use the Drilling Unit 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 Drilling Unit and associated equipment/tools will perform all activities related to well control.	Please revise as indicated below: "The Company shall have the right to use the Drilling Unit 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 Drilling Unit and associated equipment/tools will perform all activities related to well control but subject to the prior written consent of and any additional conditions	ACCEPTABLE. Tender amendments will be published.

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			imposed by Contractor's underwriters. Any additional premiums and all deductibles shall be for Company's account during such operations." Bidder's Remarks : The basis of our proposal and to comply with Contractor's insurance requirements.	
108.	Clause 18.2	If the Drilling Unit 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 regulation or order of Governmental authorities or agency remove the Drilling Unit at Contractors own cost from Offshore area to the satisfaction of the Company. If the Contractor unreasonably delays in removing the Drilling Unit 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.	Please revise as indicated below: "If the Drilling Unit or any part thereof is lost or damaged beyond repair or becomes an actual or constructive compromised as declared by Contractor's underwriters, 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 regulation or order of Governmental authorities or agency remove the Drilling Unit at Contractors own cost from Offshore area ~~to the satisfaction of the Company~~. ~~If the Contractor unreasonably delays in removing the Drilling Unit 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.~~ Notwithstanding anything to the contrary under contract or at law, the foregoing activities shall be carried out by or on behalf of Contractor at Contractor's cost, which cost in any event shall not exceed United States Dollars Twenty-Five Million (USD25,000,000) and Company shall be liable, and shall	NOT ACCEPTABLE

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			defend, protect, indemnify and hold harmless Contractor Group of any excess. If Contractor can provide objective evidence (at the expense of Contractor) to Company that the sunken craft or object cannot be raised and/or removed with available technology and equipment due to water depth, Contractor shall have no liability toward Company for attempting to raise and/or remove the sunken craft or object." Bidder's Remarks : The basis of our proposal.	
109.	Clause 18.4	DAMAGE OR LOSS OF COMPANY EQUIPMENT: Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company.	Please revise as indicated below: "DAMAGE OR LOSS OF COMPANY EQUIPMENT: Subject to Section III Special Conditions of Contract Clause 16.1 hereinbefore, Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company." Bidder's Remarks : To tie in with our revised Clause 17.1.	NOT ACCEPTABLE
110.	Clause 18.5	UNDERGROUND DAMAGE: The Company agrees to indemnify and hold Contractor harmless from any and all claims against Contractor based on any incidents arising out of or occurring during the term of this Contract on account of injury to, destruction of or loss or impairment of any property rights in or to oil, gas or other mineral substance or water if at the time of the act or omission causing such injury, destruction, loss or impairment such substances had not been reduced to physical	Please revise as indicated below: "UNDERGROUND DAMAGE: The Company agrees to indemnify and hold Contractor Group harmless from any and all claims against Contractor Group based on any incidents arising out of or occurring during the term of this Contract on account of injury to, destruction of or loss or impairment of any property rights in or to oil, gas or other mineral substance or water if at the time of the act or omission causing such	NOT ACCEPTABLE

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		possession above the surface of the earth, and including any loss or damage to any formation strata or reservoir beneath the surface of the earth.	injury, destruction, loss or impairment such substances had not been reduced to physical possession above the surface of the earth, and including any loss or damage to any formation strata or reservoir beneath the surface of the earth." Bidder's Remarks : Any indemnity should be at a group level.	
111.	Clause 19	(a) Contractor agrees to protect, defend, indemnify and hold Company its co-leases, its agents, if any, its other Contractor's and/or their employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem, and judgments of every kind and character, without limit, which may arise in favour of Contractor, Contractor's employees, agents, sub-contractor's or their employees, on account of bodily injury or death of Contractor's employees, agent, sub- contractor or sub- contractor's employee or damage to said employee's property as a result of the operations, contemplated hereby, regardless of whether said claims, demands, or causes of action arise out of negligence or otherwise, in whole or in part, unseaworthiness or other fault, including pre-existing conditions of Company, its contractor's other than the Contractor, sub-contractors, partners, Joint Ventures, their employees or Agents. (b) Company agrees to protect, defend indemnify and hold Contractor and its sub-contractors, its agent and its affiliates, its other contractors and / or their employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem and judgments of every kind and character, without limit, which may arise in favour of	Please revise as indicated below: "(a) Contractor agrees to protect, defend, indemnify and hold Company ~~its co-leases, its agents, if any, its other Contractor's and/or their employees~~ Group harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem, and judgments of every kind and character, without limit, which may arise in favour of Contractor Group~~, Contractor's employees, agents, sub-contractor's or their employees~~, on account of bodily injury or death of Contractor Group's personnel ~~employees, agent, sub-contractor or sub-contractor's employee~~ or damage to or loss of said ~~employee~~ personnel's property as a result of the operations, contemplated hereby, regardless of whether or not said claims, demands, or causes of action arise out of negligence or otherwise, in whole or in part, unseaworthiness or other fault, including pre-existing conditions of Company Group~~, its contractor's other than the Contractor, sub-contractors, partners, Joint Ventures, their employees or Agents~~. (b) Company agrees to protect, defend indemnify and hold Contractor Group ~~and its subcontractors, its agent and its affiliates, its other contractors and / or their employees~~ harmless from and against all claims, suits, demands and	NOT ACCEPTABLE

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		Company, Company's employees, Agents, invitees, contractors (other than Contractor) and sub-contractors or their employees, on account of bodily injury or death of Company's employees, agents, invitees, contractors (other than Contractor) and sub-contractors or damage to said employees or its property (including any property of Company)as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise in whole or in part, unseaworthiness or other faults, including pre-existing conditions of Contractor, its sub-contractors, partners, Joint Ventures, employees or agents.	causes of action, liabilities, expenses, costs, liens, rights in rem and judgments of every kind and character, without limit, which may arise in favour of Company Group~~, Company's employees, Agents, invitees, contractors (other than Contractor) and sub-contractors or their employees~~, on account of bodily injury or death of Company Group's personnel ~~employees, agents, invitees, contractors (other than Contractor) and sub-contractors~~ or damage to or loss of said ~~employees or its~~ personnel's property (including any property of Company) as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise in whole or in part, unseaworthiness or other faults, including pre-existing conditions of Contractor Group~~, its sub-contractors, partners, Joint Ventures, employees or agents~~." Bidder's Remarks : The basis of our proposal.	
112.	Clause 20.0	POLLUTION AND CONTAMINATION: Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and The Company that the responsibility for pollution or contamination shall be as follows: (a) 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, normal water base drilling fluid and attendant cuttings, pipe dope, paints solvents, ballast, bilge and garbage wholly in Contractor's possession and control and directly	Please revise as indicated below: "POLLUTION AND CONTAMINATION: Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and ~~T~~the Company that the responsibility for pollution or contamination shall be as follows: (a) 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,	NOT ACCEPTABLE

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		associated with Contractor's equipment and facilities, provided, however, Contractor's liability shall be limited to US Dollars One Million (US$ 1 Million) where after the Company shall indemnify and hold harmless the Contractor for amounts in excess. (b) Except as otherwise provided in article 20.0(a), Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in sub-clause (a) above, which may occur from any cause including negligence of Contractor but not limited to, that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oil, gas, water or other substances, as well as the use or disposition of oil emulsion, Company 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 the Company US Dollars One Million (US$ 1 Million) of cost paid/incurred by the Company in control of the pollutant, clean-up costs, or damage to a third party, provided said pollution results from contractor's sole negligence. (c) In the event a third party commits an act or omission which results in pollution or contamination for which either the Contractor or the Company, for whom such party is performing work, is held to be legally liable the responsibility therefor shall be considered as between the Contractor and the Company, to be the same as if the party for whom the work was performed and all of the obligations respecting indemnity, holding harmless	lubricants, motor oil, normal water base drilling fluid and attendant cuttings, pipe dope, paints solvents, ballast, bilge and garbage wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities, provided, however, Contractor's liability shall be limited to US Dollars One Million (US$ 1 Million) where after the Company shall indemnify and hold harmless the Contractor Group for amounts in excess. (b) Except as otherwise provided in article 20.0(a), Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor Group harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in sub-clause (a) above, which may occur from any cause including negligence of Contractor Group but not limited to, that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oil, gas, water or other substances, as well as the use or disposition of oil emulsion, Company 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 the Company US Dollars One Million (US$ 1 Million) of cost paid/incurred by the Company in control of the pollutant, clean-up costs, or damage to a third party, provided said pollution results from ~~c~~Contractor's sole negligence. (c) In the event a third party commits an act or omission which results in pollution or contamination for which either the Contractor or the Company, for whom such party is	

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		and limitation of responsibility and liability as set forth in (a) and (b) above, shall be specifically applied.	performing work, is held to be legally liable the responsibility therefor shall be considered as between the Contractor and the Company, to be the same as if the party for whom the work was performed and all of the obligations respecting indemnity, holding harmless and limitation of responsibility and liability as set forth in (a) and (b) above, shall be specifically applied." Bidder's Remarks : The basis of our proposal.	
113.	Clause 22.0 paragraph 1	The Contractor shall arrange for and execute demobilization of the entire rig package, tools/equipment/spare/accessories/manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the Contract and shall include dismantling of the complete rig package, its accessories/equipment, including the manpower and re-export of the complete rig package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the rig package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure 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	Please revise as indicated below: "The Contractor shall arrange for and execute demobilization of the entire rig package, tools/equipment/spare/accessories/manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the Contract and shall include dismantling of the complete rig package, its accessories/equipment, including the manpower and re-export of the complete rig package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. ~~Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company.~~ Immediately after re-exporting the rig package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above as per Customs Notification 50/2017-Customs dated	Refer Tender amendment

PRE-BID QUERIES

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and performance security.	30th June 2017, Serial No. 404 condition 48 ~~within the allotted time period of 60 days~~ except under circumstances relating to Force Majeure or any act(s) and/or omission(s) by any member of Company Group or Third Party, 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 the avoidance of doubt, subject to Clause 36.0 of this Section III Special Conditions of Contract and whichever is later, demobilization shall be deemed completed when the Drilling Unit under tight tow and (i) is one (1) nautical mile from Company's last well location in the event the Drilling Unit is moving immediately in direct contractual continuation to another operator, or (ii) in all other circumstances, the date and time that the Drilling Unit is safely positioned in a mutually agreed sheltered location offshore or a location of equidistance nominated by Contractor." Bidder's Remarks : Contractor cannot take liability for events beyond its control. There is no mandatory requirement of re-export within 60 days. However, we will comply with customs notification 50/2017-Customs dated 30th June 2017, Serial No. 404 condition 48. Ref Circular No. 21 /2013-Customs for more details. The basis of our proposal.	

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
114.	Clause 27.0 Note (1)	Contractor will be paid zero rates if operation is materially affected and has to be suspended for non-availability of key personnel.	Please revise as indicated below: "Contractor will be paid ~~zero rates~~ Rig Package Repair Day Rate if operation is materially affected and has to be suspended for non-availability of key personnel." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
115.	Clause 27.1	In case operations are affected due to failure on the part of the Contractor to provide any Associated Services then zero rates will be applicable during the period.	Please revise as indicated below: "In case operations are affected due to failure on the part of the Contractor to provide any Associated Services then ~~zero rates~~ Rig Package Repair Day Rate will be applicable during the period." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
116.	Clause 27.2	In case operations are NOT affected due to failure on the part of the Contractor to provide any Associated Services, then penalty will be levied at the rate of 2.5% of operating day rate. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the no availability of any such services during the contractual period.	Please delete this Article entirely, which reads: "In case operations are NOT affected due to failure on the part of the Contractor to provide any Associated Services, then penalty will be levied at the rate of 2.5% of operating day rate. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the no availability of any such services during the contractual period." And replace with 'Not Used'. Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
117.	Clause 28.0	Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of	Please revise as indicated below:	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		Willful Misconduct on the part of the contractor for loss or damage to the contractor's equipment/tool in hole below rotary table. Company shall at its option either reimburse the contractor for the value of lost equipment / tool as declared in the import invoices at the time of mobilization or subsequent replacement / addition of the same equipment/tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option to replace similar equipment / tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company, provided the equipment/tool is not covered under Insurance and provided such equipment/tool are included in the exclusion list of the Insurance Policies submitted by the Contractor in terms of Clause 14.16 (vii) under GCC of the Contract. All such cost shall be payable only after contractor furnishes notarized undertaking in the prescribed format to the extent that the particular equipment/tool in question is not covered by contractor's insurance. For claims of lost equipment / tools, contractor must intimate the Company of their intention to lodge claim in writing within one month of the declaration of lost tool by Company and final claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier. The inspection of recovered from downhole need to be made by Company Representative before submission of the invoice by Contractor.	"For claims of lost equipment / tools, contractor must intimate the Company of their intention to lodge claim in writing within one month of the declaration of lost tool by Company and final claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is ~~**earlier**~~ **later.**" Bidder's Remarks : The basis of our proposal.	
118.	Clause 32.1 paragraph 2	The term "Force Majeure" as employed herein shall mean floods, tempest, war, civil riot, fire and Acts, Cyclone and Cyclones	Please delete this Clause entirely, which reads:	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		Consequences, Rules and Regulations of respective government of the two parties namely Company and the Contractor, directly affecting the performance of the Contract.	"The term "Force Majeure" as employed herein shall mean floods, tempest, war, civil riot, fire and Acts, Cyclone and Cyclones Consequences, Rules and Regulations of respective government of the two parties namely Company and the Contractor, directly affecting the performance of the Contract." And replace it with "Not Used". Bidder's Remarks : We propose to keep the definition of Force Majeure established in Section I General Conditions of Contract Clause 31.0.	
119.	Clause 32.1 last paragraph	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.	Please revise as indicated below: "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 e~~. 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.~~" Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
120.	Clause 35.0	SUSPENSION AT COMPANY'S REQUEST: The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid 'Stack Day Rate' as per the provisions of 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location. The total suspension period during the Contract duration shall not exceed a maximum 2 (two) months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract. However, beyond the said period of 2 (two) months, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions.	Please revise as indicated below: "The Company shall have the right, without cause, at any time, subject always at least 15 days prior written notice to Contractor, to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing, subject always at least 15 days prior written notice to Contractor. During the suspension period, Contractor shall be paid 'Stack Day Rate' as per the provisions of 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location. **For the avoidance of doubt, Company shall continue to provide at Company's cost, all logistical supports such as but not limited fuel, water, vessels, helicopter for crew change and the like, including all towage to and from stack location and all cost associated with the same.** The total suspension period during the Contract duration shall not exceed a maximum 2 (two) months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. Failing which, Contractor shall have the sole discretionary right to terminate the Contract and Company shall compensate Contractor for the period up to the date of termination, including the demobilization fee and a early termination fee which shall be equal to the value of the remaining period of the firm term (i.e. [ ] days) multiply by the Operating Day Rate. ~~The~~	Partially Acceptable. Tender Amendments will be issued.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			~~Company, at its discretion, may add back such~~ For the avoidance of doubt, unless otherwise agreed by Contractor in writing, the suspension period ~~to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract~~ erode the original Contract duration. However, beyond the said period of 2 (two) months, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions." Bidder's Remarks : The basis of our proposal. The Drilling Unit may be committed to other operator.	
121.	Clause 36.0	RE-EXPORT: The Contractor shall complete re-export 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) formalities upon completion/termination of this Contract against all such items which were brought into India on re-exportable basis and provide the list of the items, equipment, consumables etc. to Company along with all relevant export documents. It will also be the sole responsibility of the Contractor to ensure cancellation & discharge of all undertakings/bonds from Customs authorities within 60 days which were provided by Company at the time of import against this Contract. De-mobilization will not be considered completed, till re-export or block transfer or re-export to SEZ of all equipment and documentation with customs	Please revise as indicated below: "The Contractor shall complete re-export 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) formalities upon completion/termination of this Contract against all such items which were brought into India on re-exportable basis and provide the list of the items, equipment, consumables etc. to Company along with all relevant export documents. It will also be the sole responsibility of the Contractor to ensure cancellation & discharge of all undertakings/bonds from Customs authorities~~ within 60 days which were provided by Company at the time of import against this Contract~~. De-mobilization will not be considered completed, till re-export or block transfer or re-export to SEZ of all equipment and	Refer Tender Amendment

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		and other regulatory authorities are completed fully and submitted to Company.	documentation with customs and other regulatory authorities are completed fully and submitted to Company." Bidder's Remarks : There is no mandatory requirement of re-export within 60 days. However, we will comply with customs notification 50/2017-Customs dated 30th June 2017, Serial No. 404 condition 48. Ref Circular No. 21 /2013-Customs for more details. The basis of our proposal.	
122.	Clause 37.0	DIESEL: Contractor to indicate the consumption of diesel (To be declared only in the price Bid) in KL/day for the Drilling Unit and its equipment. Company responsibility is to provide (As declared in Price Bid) KL/day of diesel multiplied by the number of days of the particular month or part thereof (where rig had operated for part of the month and not full month) or as per actual consumption for the respective months, whichever is lower. For requirement of diesel in excess of the above monthly quantity, Company shall provide diesel at Contractors cost. No carry forward will be permitted if actual consumption per month is less than that calculated based on indicated consumption above.	Please revise as indicated below: "Contractor to indicate the consumption of diesel (To be declared only in the price Bid) in KL/day for the Drilling Unit and its equipment. Notwithstanding the foregoing, Company responsibility is to provide ~~(As declared in Price Bid) KL/day of diesel multiplied by the number of days of the particular month or part thereof (where rig had operated for part of the month and not full month) or as per actual consumption for the respective months, whichever is lower~~ at Company's cost the diesel as required by Contractor. ~~For requirement of diesel in excess of the above monthly quantity, Company shall provide diesel at Contractors cost. No carry forward will be permitted if actual consumption per month is less than that calculated based on indicated consumption above.~~" Bidder's Remarks : The basis of our proposal.	Refer Tender Amendment

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
123.	Clause 38.0	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.	Please revise as indicated below: "Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Contract Price and Company shall indemnify and hold Contractor Group harmless of any and all excess, 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." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
124.	Clause 39.0	For all services rendered or materials supplied to Company by Contractor at Company's request, which services or materials are the obligations of the Company, the Contractor shall charge the Company for actual costs as supported by vendor's invoice plus 7.5% fee on FOB value for each procurement costing up to US$ 60,000 and 5% for each procurement costing more than US$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation costs paid and/ or incurred would be reimbursed at actuals against documentary evidence. Company will provide Recommendatory Letter to Contractor for Contractor to obtain Essentiality Certificate from DGH for availing Customs duty exemption. Any equipment, materials, or supplies purchased by Contractor on account of Company shall thereafter become the property of Company upon payment by Company.	Please revise as indicated below: "For all services rendered or materials supplied to Company by Contractor at Company's request, but always subject to Contractor's written agreement and/or consent, which services or materials are the obligations of the Company, the Contractor shall charge the Company for actual costs as supported by vendor's invoice plus 7.5% fee on FOB value for each procurement costing up to US$ 60,000 and 5% for each procurement costing more than US$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation costs paid and/ or incurred would be reimbursed at actuals against documentary evidence. Company will provide Recommendatory Letter to Contractor for Contractor to obtain Essentiality Certificate from DGH for availing Customs duty exemption. Any	Noted.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			equipment, materials, or supplies purchased by Contractor on account of Company shall thereafter become the property of Company upon payment by Company. For the avoidance of doubt and notwithstanding anything to the contrary, any and all services rendered or materials supplied for and on behalf of Company, the items such as equipment, materials and supplies, including any services, shall continue to be deemed as Company's items and any personnel from the vendors providing the same shall be considered as a member of Company Group." Bidder's Remarks : The basis of our proposal.	
125.	Clause 40 on Clause 14.6	Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.	Please revise as indicated below: "Contractor shall also be informed ~~the Company~~ at least 30 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time, except for war risk which shall be 24 hours. Bidder's Remarks : As Contractor's insurer does not have any contractual obligation(s) towards Company. Practicality.	NOT ACCEPTABLE
126.	Clause 14.7	If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @0.5% of the Total Contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in	Please revise as indicated below: "If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. ~~Furthermore, a penal interest @0.5% of the Total~~	NOT ACCEPTABLE

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		any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting there from shall be to the sole account of Contractor.	~~Contract value shall be charged towards not fulfilling of the contractual obligations.~~ Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting there from shall be to the sole account of Contractor." Bidder's Remarks : The basis of our proposal.	
127.	Clause 14.09	Additional Assured: "Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation /Employer's Liability insurance).	Please revise as indicated below: "Additional Assured: "Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation /Employer's Liability insurance), only to the extent of the liabilities expressly assumed by Contractor under the Contract." Bidder's Remarks : This also ties in with Section III Special Conditions Clause 14.10.	NOT ACCEPTABLE
128.	Clause 41.0	Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies). Except for the main services under this Contract, Contractor may sub-contract the support services. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.	Please revise as indicated below: "Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies). Except for the main services under this Contract, notwithstanding the foregoing, Contractor may sub-contract the support services, such as but not limited to, catering, labour and ad-hoc services and Contractor shall have sole discretionary right to subcontract to Contractor's affiliates. However, Contractor shall be fully responsible for complete	ACCEPTABLE. Refer Tender amendment

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			execution and performance of the services under the Contract." Bidder's Remarks : The basis of our proposal.	
Section IV Schedule of Rates (SOR)				
129.	SOR/ Clause 2.4	The Contractor is required to clear off the site within 30 days and complete the Demobilization within 60 days from the date of Demobilization notice served by the Company.	Please revise as indicated below: "The Contractor is required to clear off the site ~~within 30 days~~ and complete the Demobilization ~~within 60 days from the date of Demobilization notice served by the Company~~." Bidder's Remarks : There is no mandatory requirement of re-export within 60 days. However, we will comply with customs notification 50/2017-Customs dated 30th June 2017, Serial No. 404 condition 48. Ref Circular No. 21 /2013-Customs for more details. The basis of our proposal.	NOT ACCEPTABLE
130.	SOR/ Clause 4.0 Bullet#6	• Should the Contractor be denied access to the location of drilling operations due to lack of compliance of any permits or licenses required by the Company, time lost as a result thereof shall be compensated at the non-operating Day Rate.	Please revise as indicated below: "Should the Contractor be denied access to the location of drilling operations due to including but not limited to lack of compliance of any permits or licenses required by the Company and/or any act(s) and/or omission(s) of any member of Company Group or Third Party, time lost as a result thereof shall be compensated at the non-operating Day Rate. For the purpose of this Clause 4.0, the term "Third Party" mean any person or entity other than Company Group or Contractor Group."	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			Bidder's Remarks : The basis of our proposal.	
131.	SOR/ Clause 4.0 Bullet#8 (new)		Please append the following as a new item: "Any time lost due to location not being ready shall be paid at Non-operating Day Rate as stated in Clause 4.2 Section 1, General Conditions of Contract." Bidder's Remarks : The basis of our proposal.	Refer to Clause 4.0 of SOR.
132.	Clause 4.0 Bullet#9 (new)		Please revise as indicated below: "For the event(s) detailed in Clause 14.0 Section III Special Conditions of Contract." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
133.	SOR/ Clause 5.0	If operations hereunder are suspended, due to break-down of or the need for repairs to Contractor's equipment, or due to the failure of Contractor to furnish any requirement for the operation, such as but not limited to, materials, supplies, equipment or services to which Contractor is obligated to furnish hereunder or due to failure of Drilling Unit due to whatever reasons and if such failure results in the operations being materially affected, Contractor shall be paid at the Repair Day Rate up to a maximum of 32 (thirty two) hours as compensation per calendar month. Beyond the said 32 hours, 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	Please revise as indicated below: "If operations hereunder are suspended, due to break-down of or the need for repairs to Contractor's equipment due to Contractor's sole default, or due to the failure of Contractor to furnish any requirement for the operation, such as but not limited to, materials, supplies, equipment or services to which Contractor is obligated to furnish hereunder or due to failure of Drilling Unit due to ~~whatever reasons~~ Contractor's sole default and if such failure results in the operations being materially affected, Contractor shall be paid at the Repair Day Rate up to a maximum of 32 (thirty two) hours as compensation per calendar month. Beyond the said 32 hours, no daily compensation shall be payable to Contractor during such failure/breakdown until operations are recommenced to	NOT ACCEPTABLE ACCEPTABLE. Tender amendments will be published.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		per calendar month cannot be carried forward and/or adjusted against any other calendar month. Beyond the above-mentioned permissible period, zero rate will be applicable for further period of breakdown. Company shall provide water and other services, including tug boats at its cost for a maximum period of seven days during breakdown. Thereafter, the cost of water and other services including tug boats shall be borne by Contractor.	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. Beyond the above-mentioned permissible period, zero rate will be applicable for further period of breakdown. Notwithstanding anything to the contrary, Company shall continue to provide water and other services, including tug boats and fuel for such boats and the Drilling Unit at its cost ~~for a maximum period of seven days during breakdown. Thereafter, the cost of water and other services including tug boats shall be borne by Contractor~~." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
134.	SOR/ Clause 6.0	Except where otherwise provided for in this bid document, Contractor shall be compensated at the Moving Day Rate from the period the well operations on the last well are completed, the Drilling Unit jacked down for tow operations from its current location until the Drilling Unit is safely jacked up at the next location and rig skidded over the well to commence well operations.	Please revise as indicated below: "Except where otherwise provided for in this bid document, Contractor shall be compensated at the Moving Day Rate from the period the well operations on the last well are completed, the Drilling Unit jacked down for tow operations from its current location until the Drilling Unit is safely jacked up at the next location and rig skidded over the well to commence well operations. Note: ~~(i)~~ Payment towards moving day rate shall be limited to 95% of the operating day rate. ~~(ii) During inter-location movement any period for MDR beyond 7 days will be paid zero day rate.~~"	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			Bidder's Remarks : The basis of our proposal.	
135.	SOR/ Clause 7.0	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) 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.	Please revise as indicated below: "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 i~~. 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." Bidder's Remarks : The basis of our proposal.	NOT ACCEPTABLE
136.	Clause 8.0 iv) (New)		Please append the following as a new Clause: "In case Company continues with its drilling operation beyond 15th May and de-hire the Rig during monsoon, then the Company shall pay Stack Day Rate for the period until the Rig can be safely moved out of the location. For avoidance of doubt the monsoon Period shall be from 16th May to 15th October. Further in addition to Stack Day Rate during the monsoon standby, the Company shall also provide. i. fuel for Rig	Tender Amendments will be published.

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			ii. 2 helicopter sorties per week and Marine Logistics Support." Bidder's Remarks : The basis of our proposal and standard monsoon protection clause.	
137.	SOR/ Clause 9.9	Payment of monthly invoices, if undisputed, shall be made within 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.	Please revise as indicated below: "Payment of monthly invoices, if undisputed, shall be made within ~~30~~ 21 calendar 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~~." Bidder's Remarks : The basis of our proposal.	Not acceptable
138.	SOR/ Clause 9.10	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, 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 9.3 above.	Please revise as indicated below: "Company shall within ~~30~~15 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which 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 9.3 above." Bidder's Remarks : The basis of our proposal and to tie in with our proposed revision to Section I General Conditions of Contract Clause 27.9.	Not acceptable

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
139.	SOR/ Clause 9.12	Payment of other invoices as set forth in Clause 9.7 (reimbursable items) shall be made within 60 days following the date of receipt of the invoices by Company.	Please revise as indicated below: "Payment of other invoices as set forth in Clause 8.7 (reimbursable items) shall be made within ~~60~~21 calendar days following the date of receipt of the invoices by Company." Bidder's Remarks : The basis of our proposal.	Refer Tender Amendment
140.	Clause 9.13	Payment of Mobilization Charges shall be made within 30 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice accompanied by all supporting documents	Please revise as indicated below: "Payment of Mobilization Charges shall be made within ~~30~~ 21 calendar days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice accompanied by all supporting documents." Bidder's Remarks : The basis of our proposal.	Not acceptable
141.	Clause 9.14	Payment of Demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor: a) Audited account up to completion of the Contract. b) Tax audit report for the above period as required under the Indian Tax Laws. c) Documentary evidence regarding the submission of returns and payment of taxes for the personnel engaged by the Contractor or by its sub-contractor. d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during	Please revise as indicated below: "Payment of Demobilization charges shall be made when applicable within ~~45~~21 calendar days following receipt of invoice by Company ~~accompanied by the following documents from the Contractor:~~ ~~a) Audited account up to completion of the Contract.~~ ~~b) Tax audit report for the above period as required under the Indian Tax Laws.~~ ~~c) Documentary evidence regarding the submission of returns and payment of taxes for the personnel engaged by the Contractor or by its sub-contractor.~~	No change in number days. If the due date of filing of ITR lies beyond the date of submission of documents listed in Sl. nos. a, b & c, an undertaking from the contractor will be acceptable stating that the said documents shall be submitted to OIL after completion of

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		the contract period) and also cancellation of re-export bond if any. e) Any other documents as required by applicable Indian Laws. In case, no 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.	~~d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.~~ ~~e) Any other documents as required by applicable Indian Laws. In case, no 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~~." Bidder's Remarks : The basis of our proposal.	audit of contractor's accounts / filing of ITR. Issues with Re-export documents will be dealt with on case-to case basis. No tender amendments will be issued.
142.	Clause 9.16	SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).	Please revise as indicated below: "SET-OFF: Any sum of money due and payable to the Contractor ~~(including Performance Security refundable to them)~~ under this ~~or any other~~ Contract may, subject always to Contractor's prior written agreement, be appropriated by OIL and set-off against any claim of OIL ~~(or such other person or persons contracting through OIL)~~ for payment of a sum of money arising out of this contract ~~or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL)~~." Bidder's Remarks : The basis of our proposal.	Not acceptable
143.	GCC/ Clause 39.5	Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the Company shall not bear any liability in respect of: i. Personal taxes on the personnel deployed by Contractor, his sub-contractor/sub-sub-contractors and Agents etc.	Please revise as indicated below: "~~Notwithstanding the provision contained in Clause 39.1 to 39.4 above~~Unless otherwise provided and subject to SECTION-III SPECIAL CONDITIONS OF CONTRACT Clause 15.0, the Company shall not bear any liability in respect of:	Not acceptable

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		ii. Corporate taxes and Fringe benefit taxes in respect of Contractor and all of their Sub-contractors, agents etc. iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of Sub-contractors, vendors, agents etc. of the Contractor. iv. Any liability on the Contractor, which was accrued under the old law or Contract, which the Contractor is obligated to pay either to the Company or to the Government Authority.	i. Personal taxes on the personnel deployed by Contractor, his sub-contractor/sub-sub-contractors and Agents etc. ii. Corporate taxes and Fringe benefit taxes in respect of Contractor and all of their Sub-contractors, agents etc. iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of Sub-contractors, vendors, agents etc. of the Contractor. iv. Any liability on the Contractor, which was accrued under the old law or Contract, which the Contractor is obligated to pay either to the Company or to the Government Authority." Bidder's Remarks : The Contract includes (example) change in law provision(s) allowing the adjustment of the prices. Hence, it should not be subject to just Company's agreement. Example – Section III Special Conditions of Contract Clause 15.	
Pro-Forma E Contract Form				
144.	Clause 2 last paragraph	In case of contradiction between GCC/SCC/TOR/SOR, the terms and conditions mentioned in TOR will prevail followed by SOR, SCC and GCC - in that order.	Please revise as indicated below: "In case of contradiction between GCC/SCC/TOR/SOR, the terms and conditions mentioned in ~~TOR~~ SCC will prevail followed by ~~SOR, SCC and~~ GCC, SOR and TOR - in that order." Bidder's Remarks : The Special Conditions of Contract should always prevail. This also ties in with the preamble / caveat in Section III Special Conditions of Contract.	Not acceptable
Pro-Forma I Sub: Safety Measures for Tender No. _____				

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
145.	Proforma-I/ Paragraph d)	We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this Contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.	Please revise as indicated below: "We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this Contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us ~~and all expenditure towards this would be on our account~~." Bidder's Remarks : The provision conflicts with the indemnity provisions.	Standard Format. No change.
146.	Proforma-I/ Paragraph f)	All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.	Please revise as indicated below: "All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard but shall always be without prejudice to all the indemnity benefits, liability limitations and/or exclusions granted by Company to Contractor Group under the Contract." Bidder's Remarks : The basis of our proposal.	Standard Format. No change.
Pro-Forma J Integrity Pact				
147.	Section 4	Section 4 -Compensation for Damages	Please delete this Section entirely, which reads: "Section 4 -Compensation for Damages	Not acceptable

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security. (2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.	(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security. (2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved." And replace with 'Not Used'. Bidder's Remarks : The basis of our proposal.	
ANNEXURE V PARENT COMPANY GUARANTEE				
148.	Annexure V Clause 5(b)	The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.	Please revise as indicated below: "The liability of the Guarantor, under the Guarantee, is limited to the ~~50% of the annualized contract price entered between the Company and OIL~~ limitation of Contractor's liability detailed in the General Conditions Clause 16.0b). ~~This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.~~" Bidder's Remarks : We will only provide one Bank Guarantee by the Contractor under the Contract. To be consistent with our proposed revision to the General Conditions Clause 16.0b).	Suggested changes not acceptable. However, refer Tender amendment for the limit.

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Bidder: Bidder 3

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			The basis of our proposal.	

~~~~~~~~~~~~~~~~~~~~~~~~ End of Section ~~~~~~~~~~~~~~~~~~~~~~~~
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PRE-BID QUERIES

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Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit **Bidder: Bidder 4**
PRE-BID CONFERENCE: 27.09.2024

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder /Remarks	OIL's reply
1.	ITB Cl. 8.0	Currencies of bid and payment: The Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees. Indian Bidders are required to quote their prices in INR only. If any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB. However, currency once quoted will not be allowed to be changed.	**Currencies of Bid and payment –** Indian Bidders ~~**are required**~~ **can quote** their prices in **any Currency** ~~**INR only**~~. If any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in **quoted Currency** ~~**INR**~~ only. Justification: Changes made in line with ITB Cl. 22.3 Indian bidders are allowed to quote in any currency and also receive payments in their quoted currency.	Not acceptable. Ref. Notification F.1/11/2019-PPD dated 18.01.2022 of DoE of Ministry of Finance. However, ITB Clause 22.3 amended Refer tender amendment.
2.	BEC (D) Cl 10 & SCC Cl. 34.1	Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free / concessional during the tenure of the contract, OIL will issue requisite Certificate / Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be	**10. Custom Duty** Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free / concessional during the tenure of the contract, OIL will issue requisite Certificate / Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. ~~Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the~~	1. Total consolidated landed cost of procurement for the items to be imported is may be mentioned in Proforma-A along with tentative list of items. Note: Proforma-A is to be submitted with price offer only. 2. Not acceptable. 3. Not acceptable.

		reimbursed/recovered by OIL as the case may be on documentary evidence. Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.	~~Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence~~. ~~Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.~~ Justification: 1. It is not possible to provide the list of items to be imported for execution of contract at bidding stage. 2. If goods are required for Operation which are not eligible for EC, Oil should bear any increase and decrease in Custom Duty. 3. Its not fare to provide the undertaking/certificate for availing concessional rate of custom duty if only item is included in the list (Proforma A). We request Oil India to remove the requirement for submitting the list.	
3.	Part 2- BEC 10	b) The Bidder has to re-export 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) the rigs after completion of the contract in case of imported rigs. The bidder will be fully responsible to pay the customs duty in case the rigs are taken	**Custom Duty** **Note** **a) …….** b) ~~**The Bidder has to re-export or block transfer or re-export to SEZ (as permissible under applicable customs rules /**~~	Not acceptable

		by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues the certificate for availing concessional customs duty for import of goods.	~~**regulations and provided Company is out of charge after Block Transfer or re-export to SEZ) the rigs after completion of the contract in case of imported rigs**~~. The bidder will be fully responsible to pay the customs duty in case the rigs are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues the certificate for availing concessional customs duty for import of goods. Justification: There is no mandatory requirement under Custom Law to re-export the goods imported under EC after contract completion. Hence we request deletion for re -export condition.	
4.	Part 3 Section - 1 GCC 1.2.7	**Sub-contractor:** Shall mean any person or firm or company (other than Contractor) to whom any part of the work has been entrusted by Contractor, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or company).	Sub-contractor: Shall mean any person or firm or company (other than Contractor **or Company, as the case may be**) to whom any part of the work has been entrusted by Contractor **or Company, as the case may be**, ~~**with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or company).**~~ Justification: The term 'sub-contractor' should cover the sub-contractors of both parties.	No change
5.	Part 3 Section 1 GCC 1.2.27	De-mobilization: Shall mean the removal of all items forming part of the Mobilization from the site of the Company and inspection and acceptance thereafter by the Company including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.	De-mobilization: Shall mean the removal of all items forming part of the Mobilization from the site of the Company and inspection and acceptance thereafter by the Company including **where re-export is mandated under Customs law,** compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in	No change

			accordance with relevant notification from Customs Authorities. Justification: Condition to re-export is not mandated under the Custom law.	
6.	Part 3 Section - 1 GCC 1.2.28	Willful Misconduct: Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.	Willful Misconduct: Shall mean **deliberate and** intentional disregard of good and prudent standards of performance ~~**or proper conduct under the Contract**~~ with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party. Justification: Wilful misconduct should include a deliberate act. Further, conduct under the contract should not be a metric to determine whether wilful misconduct is involved as all cases of contravention of contractual provisions can then be termed as wilful misconduct.	Standard / General Clause under GCC which cannot be changed / amended.
7.	Part 3 Section - 1 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.	~~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.**	Standard / General Clause under GCC which cannot be changed / amended.
8.	Part 3 Section - 1 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 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	Contractor, unless specified otherwise in the Contract, shall bear all tax liabilities, duties, Govt. levies etc. ~~**including GST and customs duty**~~, Corporate and personnel taxes levied or imposed on the Contractor on account of payments received by it from the 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	Not acceptable

		documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.	concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time. Justification: GST and customs duty should be the responsibility of the Company.	
9.	Part 3 Section - 1 GCC 12.3.5	Prior to start of operations under the Contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.	~~12.3.5 Prior to start of operations under the Contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.~~ Justification: No such certificate is required under the provisions of the Indian Income tax Act. Hence we request to please delete the clause.	Standard / General Clause under GCC which cannot be changed / amended.
10.	Part 3 Section 1 GCC 12.4.3	Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.	12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the **ceiling amount** of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis. Oil to clarify if ceiling amount mentioned in the clause refers to the GST rate mentioned in our price bid.	The clause stipulates "…..ceiling amount of GST quoted by the bidder" which is self-explanatory.

			Variation in executed quantities mean will refer to Change of law provisions. As per our understanding GST to be paid at actuals as per invoice Hence request deletion.	
11.	Part 3 Section 1 GCC 12.4.4	The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the Contractor shall be to Contractor's account.	12.4.4 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. ~~Any error of interpretation of applicability of taxes/ duties by the Contractor shall be to Contractor's account.~~ Justification: GST on supply under the contract is to be borne by Company.	Not acceptable
12.	Part 3 Section-1 GCC, Clause 12.4.5	In case of statutory variation in GST, other than due to change in turnover, payable on the Contract value during Contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.	12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the Contract value during Contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid ~~due date~~ **submission date** and on the date of revision. Justification: Reasonable request.	No change in GCC
13.	Part 3 Section-1 GCC, Clause 12.4.6	Beyond the Contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.	12.4.6 Beyond the Contract period, in case OIL is not entitled for input tax credit of GST **for the reason attributable to Contractor**, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.	No change in GCC

			Justification: Contractor can only take responsibility if reason is attributable to Contractor only.	
14.	Part -3 Section-2 GCC Clause 12.5.2	In case rating of Contractor is negative/blacklisted after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also been titled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.	In case rating of Contractor is negative/blacklisted after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also been titled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL. Oil to clarify if the mentioned blacklisting refers to blocklisting under GST law or it is blacklisting by OIL due to default of Contractor ? Under GST there is no rating or blacklisting.	Blacklisted in OIL
15.	Part 3 Section - 1 GCC 14.1	Contractor shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows: 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. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced	Contractor shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows: 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. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. ~~**However, the Company may from time to time, during the currency of the Contract, ask**~~	No change in GCC

		premium amounts. Contractor shall cover insurance with Indian Insurance Companies.	~~the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.~~ Justification: It is not possible for the contractor to reduce annual insurance coverage during policy periods. Further, P&I insurance is not placed with Indian companies and is in compliance with IRDAI regulations.	
16.	Part 3 Section - 1 GCC 14.8	Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company. Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Contractor under this Contract in respect of Contractor's equipment, tools and any other belongings of the Contractor and its personnel as well deputed under this Contract during the entire period of their engagement in connection with this Contract including extensions if any. The Contractor shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.	Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company. Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Contractor under this Contract in respect of Contractor's equipment, tools and any other belongings of the Contractor and its personnel as well deputed under this Contract during the entire period of their engagement in connection with this Contract including extensions if any. The Contractor shall also carry adequate insurance cover against damage/loss to third party person/property **as per its obligations under the Contract.** ~~**OIL will have no liability on this account**~~. Justification: These insurances will cover the contractor's liabilities under the contract.	No change in GCC
17.	Part 3 Section - 1 GCC 14.9	Principal Assured: The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability insurance):	Principal Assured The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability insurance):	No change in GCC. Refer SCC Clause 40.0

		"Oil India Limited, and Contractor's name (as appearing in the Contract / LOA)"	"Oil India Limited, and Contractor's name (as appearing in the Contract / LOA)" Justification: Please note that OIL will be named under the standard 'protective co-assured' clause. Trust this will be acceptable.	
18.	Part 3 Section - 1 GCC 14.10	Waiver of subrogation: 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 subrogation against Oil India Limited or any of their employees or their affiliates and assignees".	**Waiver of subrogation:** 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 subrogation against Oil India Limited or any of their employees or their affiliates and assignees". Justification: The waiver of subrogation shall be to the extent of contractual indemnities undertaken by the Contractor and shall include the standard wordings issued by the insurers. The insurers cannot agree to include the prescribed wordings in their certificates. We have provided the copy of our insurance. please refer to page no. 7 of the document for the co-assured and waiver of subrogation clause. The same document will be issued with ONGC replaced by OIL.	No change in GCC. Refer SCC Clause 40.0
19.	Part 3 Section - 1 GCC 14.13	Loss Payee Clause: The Insurance Policies should mention the following in Loss Payee Clause: "In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".	Loss Payee Clause: ~~The Insurance Policies should mention the following in Loss Payee Clause:~~ ~~"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".~~	Standard / General Clause under GCC which cannot be changed / amended.

			Justification: 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.	
20.	Part 3 Section - 1 GCC 14.16	Contractor shall at all times during the currency of the Contract provide, pay for and maintain the following insurance amongst others: i) **Workman Compensation** and / Employers' Liability Insurance: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee. ii)**Commercial General Liability Insurance**: Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this Contract. iii)**Comprehensive General Automotive Liability**: Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations. iv) **Carrier's Legal Liability Insurance**: Carrier's Legal Liability Insurance in respect of all Contractor's items to be transported by the Contractor to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit. v) **Public Liability Act Policy**: Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the Contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed thereunder.	Contractor shall at all times during the currency of the Contract provide, pay for and maintain the following insurance amongst others: i **Workman Compensation and / Employers' Liability Insurance**: ii **Commercial General Liability Insurance:** ~~iii **Comprehensive General Automotive Liability**~~ ~~iv **Carrier's Legal Liability Insurance**~~ ~~v **Public Liability Act Policy**~~ Justification: 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. (Attached copy of Insurance for your ready reference which covers (i) & (ii)	Standard / General Clause under GCC which cannot be changed / amended.
21.	Part 3 Section-2 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	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-	Standard / General Clause under GCC which cannot be changed / amended.

		equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.	contractors for loss or damage to the equipment **and or property** of Company and/or its contractors or sub-contractors **and /or their employees** when such loss or damage or liabilities arises out of or in connection with the performance of the Contract. Justification: Change in line with other indemnity provisions of the contractor.	
22.	Part 3 Section - 1 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 Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.	**LIMITATION OF LIABILITY**: (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 Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed ~~**100%**~~ **50%** 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.	No change. Refer SCC Clause 38.0

			Justification: The consequential loss provisions should be clean, without exceptions. Limitation of Liability is 50% of the contract price. Changes made in line with SSC Cl 38.0 Typographical error has been corrected. The contractor is responsible for its own equipment.	
23.	Part 3 Section - 1 GCC 19	RISKPURCHASE: 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.	**RISKPURCHASE:** ~~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.~~ Justification: Please delete this clause as Risk Purchase provisions are not acceptable to the Contractor as this cost is unknown.	Standard / General Clause under GCC which cannot be changed / amended / deleted.
24.	Part 3 Section - 1 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 any patent rights, design, trademark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the Contract or the specifications forming part thereof.	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**~~.	Standard / General Clause under GCC which cannot be changed / amended / deleted.

			Justification: The clause lacked interpretational clarity.	
25.	Part 3 Section - 1 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. However, nothing herein above contained shall deprive the Contractor of the right to use or disclose any information which is:	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: Justification: Reasonable request.	Standard / General Clause under GCC which cannot be changed / amended.
26.	Part 3 Section - 1 GCC 27.4	Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.	~~Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.~~ Justification: Please delete this clause. The Company shall make payment of invoices after due verification; hence, this clause is not required.	Standard / General Clause under GCC which cannot be changed / amended / deleted.
27.	Part 3 Section - 1 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. 27.4above.	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**~~	Standard / General Clause under GCC which cannot be changed / amended.

			~~**question the validity of the payment at a later date as envisaged in clause no. 27.4 above.**~~ Justification: The Company shall make payment of invoices after due verification; hence, this clause is not required.	
28.	Part 3 Section - 1 GCC 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 any other billing, the payment of which may then or thereafter be due.	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. Justification: Such acceptance shall not be deemed to be a waiver of rights pertaining to that delayed billing.	Standard / General Clause under GCC which cannot be changed / amended.
29.	Part 3 Section-2 GCC Cl. 27.11 & SCC 9.14	Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor: a) Audited account up to completion of the Contract. b) Tax audit report for the above period as required under the Indian Tax Laws. c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor. d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the Contract period) and also cancellation of re-export bond if any.	~~27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor~~ ~~a) Audited account up to completion of the Contract.~~ ~~b) Tax audit report for the above period as required under the Indian Tax Laws.~~ ~~c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor.~~ ~~d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the Contract period) and also cancellation of re-export bond if any.~~ Justification: Request to delete these requirements as these are not practical to provide. No re-export condition prescribed under Customs law and rigs are allowed for block transfer or keep idle in the Indian waters. Further Custom do not provide any cancellation of re export bond/return of undertaking.	No change in GCC

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit **Bidder: Bidder 4**
PRE-BID CONFERENCE: 27.09.2024

30.	Part 3 Section-2 GCC Cl. 29	Wherever applicable, the Contractor (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers. The Contractor shall be required to submit the following documents/details to the Company: (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate. authority (i.e. Payment Making Authority) in the Company from the official website of EPFO (http://www.epfindia.gov.in). (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution. (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.	DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI,ETC: The Contractor shall be required to submit the following documents/details to the Company: (i) Copy of PF-ECR **with confirmation of payment receipts** ~~duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment,~~ each month, details of this PDF data sheet shall be verified by the appropriate website of EPFO (http://www.epfindia.gov.in). ~~(ii) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.~~ Justification: We do have ESI return as Nil as no employee is covered under the ESI due to salary slab. Hence we request to remove the requirement for all ESI related documents for final payment.	Standard / General Clause under GCC which cannot be changed / amended / deleted.
31.	Part 3 Section - 1 GCC 30 (a)	a) Time is the essence of this Contract. If the Contractor fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or Contract including sub clause (b) below, the right to terminate the Contract.	~~**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.	Standard / General Clause under GCC which cannot be changed / amended.

			Justification: OIL may levy LD or terminate the contract in case of delay in Mobilization.	
32.	Part 3 Section - 1 GCC 31	In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the Contractor's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by Contractor's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the Company and the Contractor and civil commotions, lockout not attributable to the Contractor.	**FORCE MAJEURE:** In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the Contractor's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, ~~**if not caused by Contractor's fault;**~~ declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the Company and the Contractor and civil commotions, lockout not attributable to the Contractor. Justification: Please delete 'if not caused by Contractor's fault' from the 6th line. This clause is unfair to the contractor as such events will not be caused intentionally.	Standard / General Clause under GCC which cannot be changed / amended.
33.	Part 3 Section - 1 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 or operation is at critical position and decision of the Company shall binding upon the Contractor.	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 or**~~	Standard / General Clause under GCC which cannot be changed / amended.

			~~**operation is at critical position and decision of the Company shall binding upon the Contractor.**~~ Justification: Given the clause deals with FM, the right to terminate should be restricted only in case of a safety hazard.	
34.	Part 3 Section - 1 GCC 33	WITHHOLDING: Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of: 33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference. 33.2 Defective work not remedied by Contractor. 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. 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. 33.5 Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery. 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	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 giving the Contractor a reasonable opportunity of being heard**, on account of subsequently discovered evidence in order to protect Company from loss on account of: 33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference. 33.2 Defective work not remedied by Contractor. 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. 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. 33.5 Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery **in accordance with the terms of the Contract**. 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**~~	Standard / General Clause under GCC which cannot be changed / amended.

		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. 33.7 Withholding will also be affected on account of the following: i) Order issued by a Court of Law or statutory authority in India. ii) Income-tax deductible at source according to law prevalent from time to time in the country. 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. iv) Any payment due from Contractor in respect of unauthorized imports. When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held. 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.	~~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.~~ 33.7 Withholding will also be affected on account of the following: i) Order issued by a Court of Law or statutory authority in India. ii) Income-tax deductible at source according to law prevalent from time to time in the country. 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. ~~iv) Any payment due from Contractor in respect of unauthorized imports.~~ When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held. 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.~~ Justification: This clause is very onerous and gives wide discretion to the company. We can accept this right of the company for legitimate causes.	

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit **Bidder: Bidder 4**
PRE-BID CONFERENCE: 27.09.2024

35.	Part 3 Section - 1 GCC 37.3	Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.	Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.	Standard / General Clause under GCC which cannot be changed / amended.
36.	Part 3 Section - 1 GCC 38	POLLUTION AND CONTAMINATION: The Contractor shall be liable for all surface and sub-surface pollution to the extent caused by Contractor and resulting from Contractor's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the Contractor brings to the Site for use in connection with Work to be performed under this Contract. Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, Company shall release, indemnify and hold Contractor and its Sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for: a) Damage to or loss of any reservoir or producing formation; and/or b) Damage to or loss of any well; and/or c) Any other subsurface damage or loss; and/or d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.	**POLLUTION AND CONTAMINATION:** The Contractor shall be liable for all surface and sub-surface pollution to the extent **such pollution emanates from the Contractor's Drilling Unit and is** caused by Contractor and resulting from Contractor's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the Contractor brings to the Site for use in connection with Work to be performed under this Contract. Notwithstanding anything to the contrary contained herein, it is agreed that ~~**except on the ground of willful misconduct or criminal misconduct**~~, Company shall release, indemnify and hold Contractor and its Sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for: a) Damage to or loss of any reservoir or producing formation; and/ or b) Damage to or loss of any well; and/ or c) Any other subsurface damage or loss; and/ or d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause. e) **Any other pollution except for pollution emanating from the Contractor's Drilling Unit and caused by the Contractor.** Justification: Reasonable request as such other pollution is beyond the control of the contractor.	No change Refer SCC Clause 20.0

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
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PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 4

37.	Part 3 Section - 1 GCC 39.2	In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased / decreased cost of the works under the Contract through increased / decreased liability of taxes and / or duties, required to be paid by the Contractor, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company / Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the courts wherever levy of such taxes / duties are disputed by Company / Contractor.	In the event of introduction of any new legislation or any amendment or enforcement of **or change interpretation** any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased / decreased cost of the works under the Contract through increased / decreased liability of taxes and / or duties, required to be paid by the Contractor, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company / Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the courts wherever levy of such taxes / duties are disputed by Company / Contractor. Justification: Change in interpretation may also lead to a change in tax incidence	Standard / General Clause under GCC which cannot be changed / amended.
38.	Part 3 Section-2 GCC 39.4	The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.	The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading **(except for interpretational issues)**, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.	Standard / General Clause under GCC which cannot be changed / amended.

			Justification: Interpretational issues should not be to the account of Contractor.	
39.	Part 3 Section - 1 GCC 39.5(iii)	iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of Sub -contractors, vendors, agents etc. of the Contractor.	Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the Company shall not bear any liability in respect of: …… (iii) ~~Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of Sub -contractors, vendors, agents etc. of the Contractor.~~ Justification: Customs Duty and GST shall be the responsibility of the Company.	Not acceptable
40.	Part 3 Section - 1 GCC 39.6	In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company: i. Details of each of the input services used in relation to provide service to Company including estimated monthly value of input service and GST tax amount. ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and GST paid/payable on purchase of inputs.	In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company: i. Details of each of the input services used in relation to provide service to Company including estimated monthly value of input service and GST tax amount. ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and GST paid/payable on purchase of inputs. Justification: Oil to clarify if this information is required only in case of change / variation of taxes and duties etc. and to be submitted post such changes occur.	Clarified
41.	Part 3 Section - 1 GCC 39.7	The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.	The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and ~~not~~ **also** applicable on taxes and duties on input (goods and services) towards such services.	Not acceptable w.r.t. taxes & duties applicable on input (goods & services) towards such services. However, custom duty shall be

<table>
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<td>Justification: 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.</td>
<td>governed by the prevailing tender clauses.</td>
</tr>
<tr>
<td>42.</td>
<td>Part 3 Section - 1 GCC 42.1</td>
<td>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.

The number of arbitrators and the appointing authority will be as under:

<table>
<tr><th>Claim amount (excluding claim for interest and counter claim, if any)</th><th>Number of Arbitrator</th><th>Appointing Authority</th></tr>
<tr><td>Up to Rs. 25.00 Lakh</td><td>Not applicable</td><td>Not applicable</td></tr>
<tr><td>Above Rs. 25.00 Lakh Up to Rs. 25 Crore</td><td>Sole Arbitrator</td><td>OIL</td></tr>
<tr><td>Above Rs. 25 Crore</td><td>3 Arbitrators</td><td>One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.</td></tr>
</table>
</td>
<td>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.

4) The number of arbitrators and the appointing authority will be as under:

<table>
<tr><td>Claim amount (excluding claim for interest and counter claim, if any)</td><td>Number of Arbitrator</td><td>Appointing Authority</td></tr>
<tr><td>~~Up to Rs. 25.00 Lakh~~</td><td>~~Not applicable~~</td><td>~~Not applicable~~</td></tr>
<tr><td>~~Above Rs. 25.00 Lakh~~
Up to Rs. 25 Crore</td><td>Sole Arbitrator</td><td>~~OIL~~ <u>Mutually appointed by both parties</u></td></tr>
<tr><td>Above Rs. 25 Crore</td><td>3 Arbitrators</td><td>One Arbitrator by each party and the 3rd</td></tr>
</table>
</td>
<td>Standard / General Clause under GCC which cannot be changed / amended.</td>
</tr>
</table>

			Arbitrator, who shall be the presiding Arbitrator, by the Comments : The parties should have the ability to add this with the permission of the arbitral tribunal. Arbitration shall apply irrespective of the amount being upto INR 25 Lakhs. Further, it is not permissible for one party to appoint sole arbitrator as per recent judgements. ??	
43.	Part 3 Section - 1 GCC 42.4	(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore) If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:	~~**(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)**~~ If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, Company ~~**at its discretion**~~, on its own or on the request of the Contractor, ~~**may**~~ shall refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:	Standard / General Clause under GCC which cannot be changed / amended.

		a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter. d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.	a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC ~~**and the party concerned shall not raise any new issue thereafter**~~. d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely, ~~**only**~~ **to the extent possible**, upon documentary evidence in support of their claims ~~**and not to bring any oral evidence in**~~ the OEC proceedings. Bidder's comment : There should not be any monetary limit restricting this dispute resolution remedy. This remedy shall be available to both parties. Both parties shall be allowed place additional information with the permission of the OEC. Oral arguments should not be precluded.	
44.	Part 3 Section - 1 GCC 42.5 (iv)	iv) Any claim which is less than Rs. 25 Lakh.	~~iv) Any claim which is less than Rs. 25 Lakh.~~ Justification : Arbitration / Conciliation shall apply irrespective of the amount being upto INR 25 Lakhs.	Standard / General Clause under GCC which cannot be changed / amended.

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit **Bidder: Bidder 4**
PRE-BID CONFERENCE: 27.09.2024

45.	Part 3 Section - 1 GCC 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, Company at its option, may terminate this Contract 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.	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 **30** ~~**15**~~ successive days, Company at its option, may terminate this Contract, **by a 15 days' notice in writing**, 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.**~~ Justification: Reasonable request.	Standard / General Clause under GCC which cannot be changed / amended.
46.	Part 3 Section - 1 GCC 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.	~~**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.**~~ Justification: This clause is too wide and can be arbitrarily used. Termination should be only for causes specified in the contract.	Standard / General Clause under GCC which cannot be changed / amended.
47.	Part 3 Section - 1 GCC 45	TO DETERMINE THECONTRACT: 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	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	Suggested change not acceptable. However, amenable to change Article Nos. (from 44.4 - 44.9 to 44.4 - 44.8).

		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.	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**~~. Justification: The contractor cannot agree to be liable for these costs which are unknown.	
48.	Part 3 Section - 1 GCC Cl. 46	WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Company may take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor. The Contractor and any of its sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the Company.	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**~~. Justification: The contractor cannot agree to be liable for these costs which are unknown.	Suggested change not acceptable. However, amenable to change Article Nos. (from 44.4 - 44.9 to 44.4 - 44.8).
49.	Part 3 Section III SCC 2.4 (b)	b) The successful bidder / Contractor will be given a Notice Period of 15 days if OIL exercises the option to extend the contract.	**Duration of the Contract** b) The successful bidder / Contractor will be given a Notice Period of **45** ~~**15**~~ **days** if OIL exercises the option to extend the contract. Justification: Request to at least provide 45 days' Notice period for exercise of option.	Tender Amendments will be published.

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit **Bidder: Bidder 4**
PRE-BID CONFERENCE: 27.09.2024

50.	Part 3 Section III SCC 3	Company at its discretion may allow drilling without complete mobilization, however necessary deduction for short-supplied items will be made as per cost evaluated by Company. (i) Deduction will be calculated based on company's determined cost, which shall be treated as final, basis of which shall provide to the contractor. (iii) Notwithstanding this provision for partial mobilization Contractor must quote in accordance with relevant clauses for full mobilization.	~~**3.0** Company at its discretion may allow drilling without complete mobilization, however necessary deduction for short-supplied items will be made as per cost evaluated by Company.~~ ~~(i) Deduction will be calculated based on company's determined cost, which shall be treated as final, basis of which shall provide to the contractor.~~ ~~(iii) Notwithstanding this provision for partial mobilization Contractor must quote in accordance with relevant clauses for full mobilization.~~ Justification: This deduction is discretionary in nature and open for interpretation. We request to delete the clause.	NOT ACCEPTABLE
51.	Part 3 Section III SCC 4	**LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:** 4.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of the estimated Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined under Clause No. 2.0 above. Company shall have at any time but before Commencement Date, the right to terminate the Contract in the event Contractor fails to deploy the Drilling Unit at the drilling location within aforesaid period, without prejudice to any other clauses including 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.	**LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION**: 4.1 ~~**Time is the essence of this Contract**~~. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of the estimated Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined under Clause No. 2.0 above. ~~**Company shall have at any time but before Commencement Date, the right to terminate the Contract in the event Contractor fails to deploy the Drilling Unit at the drilling location within aforesaid period, without prejudice to any**~~	NOT ACCEPTABLE

		4.2 In case the Contractor fails to mobilize and deploy the Drilling Unit along with crew and/or fails to commence operations within the allocated mobilization time, Company shall have, without prejudice to any other provision in the contract including sub clause below, the right to invoke the performance security, forfeit the amount of performance security and terminate the contract. Apart from termination, Contractor will be put up on holiday of two years (CONSEQUENCES OF TERMINATION). 4.3 If the Contractor is unable to mobilize/deploy the Drilling Unit and commence the operation within the mobilization period specified in clauses above, it may request the Company for extension of the time with unconditionally agreeing for levy / payment of Liquidated Damages. Upon receipt of such a request, Company, at its discretion, may extend the period of mobilization and Company as its sole remedy can recover from the Contractor as ascertained and agreed Liquidated Damages as under of the Contract conditions.	~~**other clauses including 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. 4.2 In case the Contractor fails to mobilize and deploy the Drilling Unit along with crew and/or fails to commence operations within the allocated mobilization time, Company shall have, ~~**without prejudice to any other provision in the contract including sub clause below**~~, the right to invoke the performance security, forfeit the amount of performance security and terminate the contract. Apart from termination, Contractor will be put up on holiday of two years (CONSEQUENCES OF TERMINATION). 4.3 If the Contractor is unable to mobilize/deploy the Drilling Unit and commence the operation within the mobilization period specified in clauses above, it may request the Company for extension of the time with unconditionally agreeing for levy / payment of Liquidated Damages. Upon receipt of such a request, Company, at its discretion, may extend the period of mobilization and Company as its sole remedy can recover from the Contractor as ascertained and agreed Liquidated Damages as under of the Contract conditions. Justification : The right to terminate is covered under sub-clause 4.2. which can be exercised on failure of the contractor to mobilize within the specified timelines. The right to terminate shall be the sole remedy in this case.	

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 4

52.	Part 3 Section III SCC 6.1.1	6.1.1 Except as otherwise hereinafter provided, the selection, replacement, Contractor shall determine remuneration of Contractor's personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent as required under the service to be provided. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment i.e within the mobilization period. The contractor shall not deploy its personnel unless cleared by the Company.	6.1.1 Except as otherwise hereinafter provided, ~~**the selection, replacement**~~, Contractor shall determine remuneration of Contractor's personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent as required under the service to be provided. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment i.e. within the mobilization period. The contractor shall not deploy its personnel unless cleared by the Company. Justification : Typographical error has been corrected.	Typographical Error will be corrected as "Except as otherwise hereinafter provided, Contractor shall determine the selection, replacement, remuneration of Contractor's personnel." Tender Amendments will be published.
53.	Part 3 Section III SCC 6.2	FOOD, ACCOMMODATION, TRANSPORT AND MEDICAL FACILITY AT DRILLING UNIT: 6.2.1 Contractor shall provide standard food & services as per industry practice for all its own & its sub-contractor's personnel including Company's Personnel and service providers deployed by the Company. This provision should be for keeping minimum Thirty-Five (35) OIL and/or Third-party personnel on board the Drilling Unit.	**6.2 FOOD, ACCOMMODATION, TRANSPORT AND MEDICAL FACILITY AT DRILLING UNIT:** 6.2.1 Contractor shall provide standard food & services as per industry practice for all its own & its sub-contractor's personnel including Company's Personnel and service providers deployed by the Company. ~~This provision should be for keeping minimum Thirty-Five (35) OIL and/or Third-party personnel on board the Drilling Unit~~. Justification : We request Oil to exclude Company provided personal. All Company provided personal will be charged for USD 10 per meal and USD 15 for whole day boarding and lodging.	NOT ACCEPTABLE
54.	Part 3 Section III SCC 11.1	Confidentiality of Information: All information obtained by Contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated,	All information obtained by Contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor	NOT ACCEPTABLE

		testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than Company's Representative. This obligation of Contractor shall be in force even after the termination of the Contract.	or its employees to anyone other than Company's Representative **or the Contractor's insurers, advisors, auditors and consultants**. This obligation of Contractor shall be in force even after the termination of the Contract **for a period of 5 (five) years**. Justification : Reasonable request.	
55.	Part 3 Section III SCC 11.4	In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.	11.4 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. **In case the Contractor imports the equipment etc. on re-export basis,** the Contractor should arrange for re-export of equipment within 60 days of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit. Justification : There is no re export requirement under Custom in present notification.	Noted. No Tender amendments will be issued.
56.	Part 3 Section III SCC 13.3	To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval.	To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, ~~personnel~~ and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval.	Provision will be maintained.

			Justification : The personnel are deployed subject to Company's approval so this should not be required.	
57.	Part 3 Section III SCC 13.5 (a)	To order suspension of operations while and whenever: a) Contractor's personnel is deemed by Company to be not satisfactory, or	Comment : The Company has the right to direct replacement of Contractor's personnel; hence, this should not be a cause for suspension of operations.	Provision will be maintained.
58.	Part 3 Section III SCC 13.6	To reduce the rates reasonably, at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.	~~13.6 To reduce the rates reasonably, at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.~~ Comment : This right to reduce the rates is arbitrary. Request Deletion of the clause.	Acceptable. Tender Amendments will be published.
59.	Part 3 Section III SCC 14.	Should any permits/ licenses/Certificates - as applicable be delayed because of objections of statutory authorities in respect of Contractor's issue, the Contractor should make good and take corrective actions immediately and in that case no rate will be payable to the Contractor.	**14.0 INGRESS AND EGRESS AT LOCATION**: Should any permits/ licenses/Certificates - as applicable be delayed because of objections of statutory authorities ~~in respect of~~ **due to a cause solely attributable to the** Contractor's ~~issue~~, the Contractor should make good and take corrective actions immediately and in that case no rate will be payable to the Contractor **till such cause has been remedied by the Contractor.** Comment : Such delay should be solely due to a cause attributable to the Contractor and the day rate should resume once such cause has been remedied.	NOT ACCEPTABLE
60.	Part 3 Section III SCC 18.4	DAMAGE OR LOSS OF COMPANY EQUIPMENT: Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to	~~18.4 **DAMAGE OR LOSS OF COMPANY EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or~~	NOT ACCEPTABLE

		Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company.	~~damage to Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company.~~ Comment: This is a deviation from the knock-for-knock principle and hence, not acceptable. We request deletion of the clause.	
61.	Part 3 Section III SCC 19 (b)	(b) Company agrees to protect, defend indemnify and hold Contractor and its sub-contractors, its agent and its affiliates, its other contractors and / or their employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem and judgments of every kind and character, without limit, which may arise in favour of Company, Company's employees, Agents, invitees, contractors (other than Contractor) and sub-contractors or their employees, on account of bodily injury or death of Company's employees, agents, invitees, contractors (other than Contractor) and sub-contractors or damage to said employees or its property (including any property of Company) as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise in whole or in part, unseaworthiness or other faults, including pre-existing conditions of Contractor, its sub-contractors, partners, Joint Ventures, employees or agents.	(b) Company agrees to protect, defend indemnify and hold Contractor and its sub-contractors, its agent and its affiliates, its other contractors and / or their employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem and judgments of every kind and character, without limit, which may arise in favour of Company, Company's employees, Agents, invitees, contractors (other than Contractor) and sub-contractors or their employees, on account of bodily injury or death of Company's employees, agents, invitees, contractors (other than Contractor) and sub-contractors **or their employees** or damage to said employees or its property (including any property of Company) **, its Agents, invitees, contractors (other than Contractor) and sub-contractors, whether owned or hired)** as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise in whole or in part, unseaworthiness or other faults, including pre-existing conditions of Contractor, its sub-contractors, partners, Joint Ventures, employees or agents Justification : Changes made to balance the knock-for-knock position.	No Change is required.

PRE-BID QUERIES

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Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit **Bidder: Bidder 4**
PRE-BID CONFERENCE: 27.09.2024

62.	Part 3 Section III SCC Cl 22	The Contractor shall arrange for and execute demobilization of the entire rig package, tools/equipment/spare/accessories/manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the Contract and shall include dismantling of the complete rig package, its accessories/equipment, including the manpower and re-export of the complete rig package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the rig package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure 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.	**DEMOBILISATION & RE-EXPORT**: The Contractor shall arrange for and execute demobilization of the entire rig package, tools/equipment/spare/accessories/manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the Contract and shall include dismantling of the complete rig package, its accessories/equipment, including the manpower and**, where re-export is mandated under Customs law,** re-export of the complete rig package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. **Where re-export is mandated under Customs law,** immediately after re-exporting the rig package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. ~~**In case of failure 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.**~~	Suggested changes not acceptable. However, refer tender amendment for the changes made.
63.	Part 3 Section III SCC Cl 22	Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of	22.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported **(If mandated under Custom law)** at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant	Suggested change not acceptable. However, refer tender amendment

		the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.	Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited. **Comment :** There is no mandatory requirement for re-export condition under present Custom law. Request Deletion.	
64.	Part 3 Section III SCC 23.1 & 23.2	23.1 Also the Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling operations, including, but not limited to, formations penetrated, results of coring, testing, and surveying of the well. And to take all-reasonable steps to ensure the Contractor's personnel likewise keep such information confidential. 23.2 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.	**CONFIDENTIALITY:** 23.1 Also the Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling operations, including, but not limited to, formations penetrated, results of coring, testing, and surveying of the well. And to take all-reasonable steps to ensure the Contractor's personnel likewise keep such information confidential. **Notwithstanding the Contractor's confidentiality obligations under the Contract, the Contractor is permitted to disclose confidential information to its insurers, auditors, advisors and consultants.** 23.2 This obligation shall keep in force even after the termination date ~~and until such information will be disclosed by company~~ **for a period of 5 (years).** Comments : The contractor would need to share information to these parties during the course of the contract.	NOT ACCEPTABLE

			5 years is a reasonable period given the short duration of the contract.	
65.	Part 3 Section III SCC 25.1 & 31		**25.0 SAFETY:** 25.1 Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. Company employee**s and the Company's subcontractor and third party personnel** also shall comply with safety procedures/ policy. Comments : The safety rules should be followed even by company's sub-contractors and third-party personnel onboard the drilling unit. Clause 31 is a repetition of clause 25.1 and may be deleted.	Acceptable. Tender Amendments will be published. Clause 31 will not be deleted.
66.	Part 3 Section III SCC 27	**FAILURE / DEFICIENCY PENALTY** SAFETY: Non-compliance of Safety Management System **as per Company and Contractor Bridging document**, violation of HSE specification and statutory requirement will attract penalty(ies) at the rate of 5% per day of respective day rate.	**FAILURE / DEFICIENCY PENALTY** SAFETY: Non-compliance of Safety Management System **as per Company and Contractor Bridging document**, violation of HSE specification and statutory requirement will attract penalty(ies) at the rate of **2 %** ~~5%~~ per day of respective day rate. Comments : 5% of ODR is very heavy penalty. We request to reduce the same to 2 %.	NOT ACCEPTABLE
67.	Part 3 Section III SCC 27.1 & 27.2	27.1 In case operations are affected due to failure on the part of the Contractor to provide any Associated Services then zero rates will be applicable during the period.	27.1 In case operations are ~~affected~~ **suspended** due to failure on the part of the Contractor to provide any Associated Services then zero rates will be applicable during the period.	Acceptable. Tender Amendments will be published.

		27.2 In case operations are NOT affected due to failure on the part of the Contractor to provide any Associated Services, then penalty will be levied at the rate of 2.5% of operating day rate. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the no availability of any such services during the contractual period.	27.2 In case operations are NOT affected due to failure on the part of the Contractor to provide any Associated Services, then penalty will **not** be levied. ~~at the rate of 2.5% of operating day rate (Prorate rates will be calculated for any part thereof).~~ Company at its discretion may suspend operation at any point of time for the no availability of any such services during the contractual period. Comments : Reasonable request. The failure to provide associated services should lead to suspension of operations for the zero rate to apply, otherwise such failure should not be penalised. In case operation are not affected, No penalty should be applicable.	NOT ACCEPTABLE Note: Associated services will exclude those services that will be provided by the Contractor at the cost of the Company as per 'Schedule of Responsibilities'. Tender amendments will be published.
68.	Part 3 Section III SCC 28	LOSS OR DAMAGEOF SUB-SURFACE EQUIPMENT: Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Willful Misconduct on the part of the contractor for loss or damage to the contractor's equipment/tool in hole below rotary table. Company shall at its option either reimburse the contractor for the value of lost equipment / tool as declared in the import invoices at the time of mobilization or subsequent replacement / addition of the same equipment/tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option to replace similar equipment / tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company, provided the equipment/tool is not covered under Insurance and provided such equipment/tool are	**28.0 LOSS OR DAMAGEOF SUB-SURFACE EQUIPMENT:** Notwithstanding any provision under this contract to the contrary, Company shall assume liability ~~**except in the event of Willful Misconduct on the part of the contractor**~~ for loss or damage to the contractor's equipment/tool in hole below rotary table. Company shall at its option either reimburse the contractor for the value of lost equipment / tool as declared in the import invoices at the time of mobilization or subsequent replacement / addition of the same equipment/tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option to replace similar equipment / tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company, provided the equipment/tool is not	NOT ACCEPTABLE

		included in the exclusion list of the Insurance Policies submitted by the Contractor in terms of Clause 14.16 (vii) under GCC of the Contract. All such cost shall be payable only after contractor furnishes notarized undertaking in the prescribed format to the extent that the particular equipment/tool in question is not covered by contractor's insurance. For claims of lost equipment / tools, contractor must intimate the Company of their intention to lodge claim in writing within one month of the declaration of lost tool by Company and final claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier. The inspection of recovered from downhole need to be made by Company Representative before submission of the invoice by Contractor.	covered under Insurance ~~**and provided such equipment/tool are included in the exclusion list of the Insurance Policies submitted by the Contractor in terms of Clause 14.16 (vii) under GCC of the Contract.**~~ All such cost shall be payable only after contractor furnishes notarized undertaking in the prescribed format to the extent that the particular equipment/tool in question is not covered by contractor's insurance. For claims of lost equipment / tools, contractor must intimate the Company of their intention to lodge claim in writing within one month of the declaration of lost tool by Company and final claim thereof must be made within six months of the date of the lost tool ~~**or before expiry of the Contract, whichever is earlier.**~~ The inspection of recovered from downhole need to be made by Company Representative before submission of the invoice by Contractor. Justification: This obligation should not be subject to carve-outs. Insurance policies only describe the assets covered. There is no list of excluded assets in insurance policies as what is not expressly stated as covered is, by implication, not covered under the insurance policy. Sometimes it takes more time for replacement equipment and difficult to provide replacement item in 1-2 months due to long lead time. Hence Contractor to be allowed to present invoice when the item is available.	
69.	Part 3 Section III SCC 28 Notes	(i) The claim on account of Loss / damage should be claimed within six months of the incident or before expiry of the Contract, whichever is earlier.	(i) The claim on account of Loss /damage **(along with applicable GST)** should be claimed within six months of the incident or before expiry of the Contract, whichever is earlier. Comment : GST is applicable on LIH recovery.	Noted. Amendment not required.

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit **Bidder: Bidder 4**
PRE-BID CONFERENCE: 27.09.2024

70.	Part 3 Section III SCC 30	**CERTIFICATE OF INSURANCE:** Before commencing performance of the Contract, Contractor shall upon request, furnish the Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) Insurance Company or Companies carrying the aforesaid coverages, (3) effective and expiration dates of policies, (4) that the Company will be given thirty (30) days written advance notice for any material change in the policy, (5) waiver of subrogation endorsement has been attached to all policies, (6) the territorial limits of all policies. If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then the Company may replace same and charge the cost thereof to Contractor.	**CERTIFICATE OF INSURANCE:** Before commencing performance of the Contract, Contractor shall upon request, furnish the Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) Insurance Company or Companies carrying the aforesaid coverages, (3) effective and expiration dates of policies, (4) that the Company will be given ~~thirty (30) days~~ written ~~advance~~ notice for any material change in the policy **by the Contractor**, (5) waiver of subrogation endorsement has been attached to all policies, (6) the territorial limits of all policies. If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then the Company may replace same and charge the cost thereof to Contractor. Comment: We can agree to notify the Company about any material changes however advance notice is not possible due to the nature of insurance.	Acceptable. Tender Amendments will be published.
71.	Part 3 Section III SCC 32	The term “Force Majeure” as employed herein shall mean floods, tempest, war, civil riot, fire and Acts, Cyclone and Cyclones Consequences, Rules and Regulations of respective government of the two parties namely Company and the Contractor, directly affecting the performance of the Contract. 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	**CONDITIONS FOR FORCE MAJEURE:** The term “Force Majeure” as employed herein shall mean floods, tempest, war, civil riot, fire ~~and Acts~~, Cyclone and Cyclones Consequences, **Acts**, Rules and Regulations of respective government of the two parties namely Company and the Contractor, directly affecting the performance of the Contract. 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	Change not required. Deletion is not acceptable.

		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.	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.~~ Comment : Typographical error has been corrected. Given the clause deals with FM, the right to terminate should be restricted only in case of a safety hazard.	
72.	Part 3 Section III SCC Cl. 34.1	The Company / Operator will issue Essentiality Certificate for import of Goods in terms of S. No. 404 of Table, List 33 and Condition No. 48 of Custom Notification No. 50/2017-Customs dated 30th June 2017, further amended vide Customs Notification No. 02/2022-Customs dated 1st February, 2022 and Notification No. 30/2024 dated 23.07.2024, on submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL least 10 days in advance. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor. Similarly, Company / Append will issue requisite undertaking for transfer of EC, in respect of the goods already imported under Essentiality Certificate and to be transferred to this contract, on submission of clear, legible and valid documents by the Contractor to OIL.	34.1 The Company / Operator will issue Essentiality Certificate and undertaking for import of Goods in terms of S. No. 404 of Table, List 33 and Condition No. 48 of Custom Notification No. 50/2017-Customs dated 30th June 2017, further amended vide Customs Notification No. 02/2022-Customs dated 1st February, 2022 and Notification No. 30/2024 dated 23.07.2024, on submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL least 10 days in advance. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor. Similarly, Company ~~**/ Append**~~ will issue requisite undertaking for transfer of EC, in respect of the goods already imported under Essentiality Certificate and to be transferred to this contract, on submission of clear, legible and valid documents by the Contractor to OIL.	Noted. Change not required.

			Comment: Undertaking along with Certificate is required to be given by Oil India as per Custom law.	
73.	Part 3 Section III SCC Cl. 34.2	Contractor should provide the list of the items to be imported by the Service Provider them under the Contract will be as per the items to be imported as submitted in the format specified in Proforma-A along with their bid for issuance of Certificate / Undertaking. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (at least 10 days in advance) requesting Company for issuance of the Certificate / Undertaking / Recommendatory Letter. Company shall issue the requisite documents provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from Customs and clear the goods through customs. Company shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor shall indemnify Company from all liabilities of Customs Duty.	~~Contractor should provide the list of the items to be imported by the Service Provider them under the Contract will be as per the items to be imported as submitted in the format specified in Proforma-A along with their bid for issuance of Certificate~~ **~~and / or~~** ~~Undertaking~~. Contractor shall made written request to Company immediately after shipment of the goods ~~indicated by them in Proforma-A~~, along with the Invoices and all shipping documents (at least 10 days in advance) requesting Company for issuance of the Certificate **and / or** Undertaking / ~~Recommendatory Letter~~. Company shall issue the requisite documents provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to **~~obtain EC from Customs and~~** clear the goods through customs. **~~Company shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor shall indemnify Company from all liabilities of Customs Duty~~**. Comment : Please delete the requirement to submit the list of goods as per Proforma A. As per Custom law EC to be issued by Oil India and not by Custom.	Partially acceptable. Refer Tender Amendments
74.	Part 3 Section III SCC Cl. 34.4	However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals	However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties **~~leviable in India on Contractor's items as~~**	Clarified.

		whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.	~~**provided in Proforma-A or the**~~ **at** actuals ~~**whichever is less**~~, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter **(where delay in mobilization is solely attributable to Contractor)**, on the CIF value ~~of items in Proforma-A~~ will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to **Company's** ~~**Contractor's**~~ account **unless the same has arisen solely due to fault on the part of Contractor**. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty. Comment : Please delete the requirement to submit the list of goods as per Proforma A.	
75.	Part 3 Section III SCC Cl. 34.6	Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables	Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that	No Change required.

		imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the EC.	the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the ~~**Recommendatory Letter**~~ **Essentiality Certificate**. 34.7 In the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022 or non-issuance of Essentiality certificate in terms of GST Notification no. 08/2022 dated 13.07.2022 for reason not attributable to the Contractor, Contractor shall charge **to the Company** applicable customs duty on import or goods and service tax on supply as per the HSN code of the product.	
76.	Part 3 Section III SCC Cl. 36		The Contractor shall complete re-export formalities upon completion/termination of this Contract against all such items which were brought into India on re-exportable basis and provide the list of the items, equipment, consumables etc. to Company along with all relevant export documents. ~~**It will also be the sole responsibility of the Contractor to ensure cancellation & discharge of all undertakings/bonds from Customs authorities within 60 days which were provided by Company at the time of import against this contract.**~~ De-mobilization will not be considered completed, till re-export of all equipment **(which were brought into India on re-exportable basis)** and documentation with customs and other regulatory authorities are completed fully and submitted to Company.	Partially acceptable. Refer Tender Amendment

			Comment : Essentiality Certificate to be issued by OIL as per Customs law.	
77.	Part 3 Section III SCC Cl. 38.0	LIMITATION OF LIABILITY: Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 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.	**LIMITATION OF LIABILITY** Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment ~~by~~ **of** the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights. **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 clause above.** Comment : Typographical error has been corrected. The contractor is responsible for its own equipment. Further, the Company should indemnify the contractor in excess of this limit of liability as per the above clause.	No change required.
78.	Part 3 Section III SCC cl. 39	MATERIALS, SUPPLIES, EQUIPMENT & SERVICES: For all services rendered or materials supplied to Company by Contractor at Company's request, which services or materials are the obligations of the Company, the Contractor shall charge the Company for actual costs as supported by vendor's invoice plus 7.5% fee on FOB value for each procurement costing up to US$ 60,000 and 5% for each procurement costing more than US$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation costs paid and/ or incurred would be reimbursed at	**39.0 MATERIALS, SUPPLIES, EQUIPMENT & SERVICES:** For all services rendered or materials supplied to Company by Contractor at Company's request, which services or materials are the obligations of the Company, the Contractor shall charge the Company for actual costs as supported by vendor's invoice plus 7.5% fee on FOB value for each procurement costing up to US$ 60,000 and 5% for each procurement costing more than US$ 60,000, thereon to cover costs on account of such procurement and actual cost for services. In addition, transportation **and insurance** costs paid and/ or incurred	Acceptable. Tender Amendments will be published.

		actuals against documentary evidence. Company will provide Recommendatory Letter to Contractor for Contractor to obtain Essentiality Certificate from DGH for availing Customs duty exemption. Any equipment, materials, or supplies purchased by Contractor on account of Company shall thereafter become the property of Company upon payment by Company.	would be reimbursed at actuals against documentary evidence. Company will provide ~~Recommendatory Letter to Contractor for Contractor to obtain~~ Essentiality Certificate from ~~DGH~~ **Company** for availing Customs duty exemption. Any equipment, materials, or supplies purchased by Contractor on account of Company shall **be at the Company's cost and risk and** thereafter become the property of Company upon payment by Company. **Company will pay applicable GST as charged by Contractor in the invoice for the above recovery.** Comment : Cost of insurance to also be reimbursed. Such procurement shall be at Company's cost and risk. Reasonable request.	

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<td>79.</td>
<td>Part 3 Section III SCC Cl. 40</td>
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<tr><th>GCC Clause No.</th><th>Amended Clause</th></tr>
<tr><td>14.6</td><td>Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.</td></tr>
<tr><td>14.7</td><td>If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @0.5% of the Total Contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting there from shall be to the sole account of Contractor.</td></tr>
<tr><td>14.09</td><td>Additional Assured: “Oil India Limited” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s Compensation /Employer’s Liability insurance).</td></tr>
<tr><td>14.10</td><td>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 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 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”</td></tr>
<tr><td>14.12</td><td>Not Applicable against this tender/contract</td></tr>
<tr><td>14.13</td><td>Not Applicable against this tender/contract</td></tr>
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</td>
<td>~~14.6 Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.~~

We can agree to notify the Company about any material changes however advance notice is not possible due to the nature of insurance.

14.7 If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. ~~Furthermore, a penal interest @0.5% of the Total Contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting there from shall be to the sole account of Contractor.~~

Since the contractor is responsible for damage to its own equipment, there should not be any penal provisions for failure by the contractor to keep such equipment insured.

14.9 ~~Additional~~ **Co**-A**a**ssured: “Oil India Limited” is to be included as ~~Additional~~ **Co**-A**a**ssured in the Insurance Policies (except in case of Workmen’s Compensation /Employer’s Liability insurance).

As per our policy Oil India will be included as Co-Assured.</td>
<td>NOT ACCEPTABLE

NOT ACCEPTABLE

To be guided by tender terms</td>
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</table>

			GCC 14.10 - 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 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 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" Please note that the elements of workmen compensation / employer's liability and third-party liability arising from operation are covered under our P&I policy and we do not take separate covers for the same. Our P&I Club will issue co-assured and waiver of subrogation endorsement in standard wordings and cannot incorporate the wordings suggested. (Copy of Insurance Policy Attached for your review)	NOT ACCEPTABLE
80.	Part 3, Section–IV, Schedule of Rates (SOR), Clause 1.1	Company will issue certificate on the basis of documents to be provided by the Contractor for import of items, if envisaged in Proforma-A, for Contractor to avail nil/concessional Basic Customs Duty. However, responsibility for securing EC and payment of port charges, demurrage etc. and clearance of goods through Indian Customs authority will rest exclusively on the Contractor.	Note- Company will issue certificate on the basis of documents to be provided by the Contractor for import of items, ~~if envisaged in **Proforma-A**~~, for Contractor to avail nil/concessional Basic Customs Duty. However, responsibility for ~~**securing EC and**~~ payment of port charges, demurrage etc. and clearance of goods through Indian Customs authority will rest exclusively on the Contractor.	Only EC Part acceptable. Tender documents will be published.

			Comment : Request deletion of the clause it is not possible to provide all items which will be imported under the contract at the bidding stage. Also providing the EC is responsibility of Company and Contractor cannot be held responsible for the same.	
81.	Part 3, Section–IV, Schedule of Rates (SOR), Clause 2.3	Demobilization charges shall be paid one time to the Contractor for demobilizing the complete Drilling Unit and Associated Services, Tools/Equipment/Spare/ Accessories etc. after successful completion of all contractual obligations including Re-export/block transfer, if any.	2.3 Demobilization charges shall be paid one time to the Contractor for demobilizing the complete Drilling Unit and Associated Services, Tools/ Equipment/ Spare/ Accessories etc. after successful completion of all contractual obligations ~~including Re-export/block transfer, if any.~~ Comment : Re Export is not mandatory under present custom law.	Suggested change not acceptable. However, refer tender amendment for changes made.
82.	Part 3 Section IV Schedule of Rates (SOR) Cl 6	MOVING DAY RATE FOR DRILLING UNIT AND ASSOCIATED SERVICES – MDR Note: (ii) During inter-location movement any period for MDR beyond 7 days will be paid zero-day rate.	6.0 **MOVING DAY RATE FOR DRILLING UNIT AND ASSOCIATED SERVICES – MDR** Note – (ii) During inter-location movement any period for MDR beyond 7 days **(excluding reasons not attributable to Contractor)** will be paid zero-day rate. Comment : Clause is very wide. Request amendment for such delays which is not attributable to Contractor and MDR should be paid during such periods.	Acceptable. Tender Amendments will be published.
83.	Part 3, Section–IV, Schedule of	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.	~~d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during~~	Noted. However, no tender amendment will be issued and will be dealt with on case to case basis.

	Rates (SOR), Clause 9.14(d)		~~the contract period) and also cancellation of re-export bond if any.~~ Comment : There is no mandatory re-export condition under Customs law nor re-export bond is submitted with Customs.	

TECHNICAL PRE-BID POINTS

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder /Remarks	OIL's reply
1.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	**Appendix-1-Exhibit -2 – H2S Services On Call Out Basis** **Appendix -1- Exhibit -4 Weather Forecasting**	We request Oil India to remove H2S Service & Weather Forecasting Services from Contractor's scope of work. Also, to amend responsibilities in the Appendix-3 accordingly.	NOT ACCEPTABLE
2.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-5 **MEDICAL EVACUATION SERVICES** The Contractor is required to provide facilities for emergency medical services, in Kochi/ Thiruvananthapuram, Kerala.	Contractor can arrange the services for emergency medical services. We understand Oil India and its sub-contractor will arrange the Medical emergency services at their cost and time.	The Contractor to arrange for medical services for his crew. However, such services should also be extended to Oil India Limited and its sub-contractor. In such cases cost will be borne by OIL or its sub-contractors as applicable. Place: Thiruvananthapuram, Kerala. Tender Amendments will be published.

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3.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-6 AND Appendix-2 - Exhibit-A (Sl.No.27-7) **DRILLING JARS** 8” OD Hydraulic Drilling Jars – 02 Each 6-1/2” OD Hydraulic Drilling Jars – 02 Each	Contractor has these 02 Drilling Jars of specified sizes. However, suggest utilising drilling jars of directional services provider, when their tools are lowered below rotary, for drilling operations. Contractor will lower its own drilling jars, whenever no such tools are lowered for drilling operations. Pls include suitably to indicate above in scope of work.	Noted. No tender amendment will be issued.
4.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-6 **ACCELERATORS** 6-1/2” OD Accelerators – 02 Each	6-1/2” OD Accelerator are normally not used in drilling operations and lowered only during fishing activity. In view of above, suggest reducing the quantity of 6-1/2” OD Accelerator to 01 Each.	NOT ACCEPTABLE
5.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-6 AND Appendix-2 - Exhibit-A (Sl.No.27-8) **HOLE OPENER - 36" WITH 7-5/8” REG CONNECTIONS – 1 EACH**	Well program clearly identifies start of well with piling of 30” Conductor to 150m. Geotechnical data also indicates favourable formation for piling operations. In case early refusal observed, 26” bit is used to internally drill through 30” conductor to progress on further piling. In view of above, requirement of 36” Hole Opener may be deleted.	NOT ACCEPTABLE
6.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-6 AND Appendix-2 - Exhibit-A (Sl.No.27-7) **BUMPER SUBS** 8-1/4” OD Bumper Sub – 02 Each 6-1/4” OD Bumper Sub – 02 Each	Bumper Subs are normally not used during drilling operations and used only during fishing activity. In view of above, suggest reducing the quantity of 8-1/4” and 6-1/4” OD Accelerator to 01 Each.	NOT ACCEPTABLE
7.	Part-3 Section-II	Appendix-1 - Exhibit-6 **STABILIZERS – INTEGRAL BLADE - NB & STRING TYPES** Various OD sizes – 02 Each of all sizes	Quantity of stabilisers is very high for 1+1 well plan. These stabilizers will occupy lot of space on rig also.	NOT ACCEPTABLE – SPARES CAN BE KEPT IN SHORE.

	TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK		Suggest reducing quantity of stabilisers to 01 Each of all the listed sizes. Also, to clarify whether the spiral integral blade type stabilizers of all listed sizes shall be acceptable, because only 26" stabs are described as spiral integral blade type.	Spiral Integral Blade is acceptable for all listed stabilizers.
8.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-6 **Casing Scrapers for rotating application** Casing Scrapers – 13-3/8", 9-5/8", 7" & 4-1/2" - 02 Each of all sizes	These casing scrapers for rotating application have replaceable lanterns. Moreover, they are only used for limited interval of cement drilling inside casing. In view of above, suggest to reduce the quantity to 01 Each size complete assembly plus 01 Each size spare replaceable lantern.	Acceptable. Tender Amendments will be published.
9.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-6 **Circulating Subs 8" OD & 6-1/2" OD – 02 Each** **(double/multiple ball drop type to close and open the sub)** Circulating subs (double/multiple ball drop type to close and open the sub), 8" OD with 6-5/8"Reg Box x Pin and 6-1/2"OD with 4-1/2"IF Box x Pin – 02 Each for both sizes	May pls clarify that this tool is the same as proprietary PBL Sub. PBL Subs are available on rental only.	Yes they are PBL Subs.
10.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-6 **Cup testers for 20", 13-3/8" & 9-5/8" casing – 02 Each** Cup tester for 20", 13-3/8", 9-5/8" casings with 2 cups for each casing size.	These Cup testers are required for only 01+01 well and used only once in the well. In view of above, suggest to reduce the quantity to 01 Each size complete assembly plus 01 Each size spare replaceable cup.	NOT ACCEPTABLE
11.	Part-3 Section-II TERMS OF REFERENCE /	Appendix-1 - Exhibit-6 **Drilling Tubulars – Drill collars zip lift type** Drill collars grooved for slips and zip lift .	Contractor confirms that our drill collars are grooved for slips & zip lift. However, as per our company policy, standard procedure being followed on rig is to use lifting subs on each joint when picking-up singles and	Noted

	TECHNICAL SPECIFICATIONS / SCOPE OF WORK		to have lifting sub on each stand when racked in derrick. This also avoids space issues while setting slips & making-up safety clamp. May pls consider above standard procedure for safe operations on rig.	
12.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-6 AND Appendix-2 - Exhibit-A (Sl.No.27-1) **Drilling Tubulars – Drill pipes – RANGE-3** Drill pipes 5-1/2" & 3-1/2" **RANGE-3** .	Contractor confirms that the offered rig is designed to use RANGE-2 length tubulars only and the monkey-board is suitably positioned to use 92-93 feet long stands with 3 joints of Range-2 (+/- 9.5m long) tubulars. Monkey-board has capacity to rack back 308 stands of 5-1/2" drill pipes. In view of above, as rig can't use RANGE-3 tubulars and hence use of RANGE-2 tubulars may pls be included in specifications as an option to Contractor.	Both Range 2 and Range 3 will be acceptable. Tender amendments will be published.
13.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-1 - Exhibit-6 AND Appendix-2 - Exhibit-A (Sl.No.27-1) **Drilling Tubulars – Drill pipes – 5-1/2" drill pipes 6500m** Drill pipes 5-1/2" 6500m. .	Contractor suggests to use calculated length of 5" drill pipes below 5-1/2" drill pipes, which will go into 8-1/2" hole. This will improve annulus clearance for 8-1/2" hole cleaning and also provide required clearance for fishing, if needed. In view of above, suggest adding 2500m of 5" drill pipe Range-2 Grade-S and reduce quantity of 5-1/2" Drill pipe by same length 2500m, to 4000m.	NOT ACCEPTABLE
14.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **Sl,No.7 Drilling Depth & Capability** 14. Rig must have provision for hooking up rig drilling instrumentation systems with Mud Logging/ LWD/MWD/Directional Drilling requirement. Appendix-2 - Exhibit-A **37. Data Acquisition Recording and Transmission System** The system will also be required for real time transmission of other data, such as mud logging, wireline logs, LWD and MWD data and well testing data.	Contractor has rig drilling instrumentation system capable of giving data output in WITSML format. This data can be integrated to the Company servers thru SCADA. As data output of mud logging / LWD-MWD directional service providers is not known, hence their integration with rig drilling instrumentation data shall have to be done at Company server, as is done by present client.	NOT ACCEPTABLE

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15.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **Sl,No.13 Accommodation** 3. Rig must have 2 galleys.	Contractor wishes to inform that rig is equipped with 01 galley & mess room. Galley has veg & non-veg servings segregated. Mess room has seating capacity of 30 personnel with a maximum POB of 112. This has proven to be adequate in last 15+ years of operation on west-coast India. In view of above, suggest to amend the required no of galley to 01 Each.	Both 1 and 2 galleys will be acceptable. Tender amendments will be published.
16.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **Sl,No.13 Accommodation** 4. The Bidder shall also provide minimum two Air-conditioned Offices for Company man/ Company personnel with all facilities for monitoring of operations, such as online display of drilling parameters The office must be equipped with computer, internet with e-mail, printer, fax machine and other communication.	Currently, rig has 1 Office for Company man/Company personnel which has all facilities for monitoring of operations e.g. online display of drilling parameters and is equipped with computer, internet, printer & telephones. Second office for Third parties provided at 3rd deck, which has computer & internet only and doesn't have facility for online monitoring. Contractor suggests to accept above due to space limitation.	Acceptable. Tender Amendments will be published.
17.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **Sl,No.15 Power Management** • The engines and generators must be in a condition such that no OEM specified overhauls will be required during the contract term. Bidder to submit documentary evidence.	As per OEM recommendation and GIL maintenance policy, Engines need to be overhauled within schedule hours. However we assure these overhaul if required will be done in phased manner and Company requirement for power as per tender will be provided at any time during the operation.	Noted
18.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix 2-Exhibit-A **S No 17 .** Hoppers: Minimum 2 nos. of hoppers for mixing chemicals and a deck hopper for mixing salt along with suitable centrifugal pumps must be provided. Line arrangement must enable suction from and discharge to each tank.	We have 2 hoppers for mixing chemicals and salts with suitable centrifugal pumps in sack room with suction and discharge to each tank. Please confirm if same is acceptable.	Acceptable. Tender Amendments will be published.

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19.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **Sl,No.24: BOPs** 2. If the BOPs are older than 5 years, then the same must have OEM or OEM authorised facility recertification; **Re-certification shall not be due during the entire period of the contract**. .	Contractor submits that some BOPs shall have validity expiring during the contract and shall be replaced before expiry of 5 years from currently valid CoC. This is required so that the BOPs are rotated in time bound schedule with OEM authorised facility for remanufacture/rectification amongst all rigs of the Contractor. In view of above, with the time bound replacement schedule, existing BOPs may be accepted.	NOT ACCEPTABLE
20.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **Sl,No.24: BOPs** 3. The Drilling Unit must be equipped with H2S trim BOPs of the following sizes: b. 13.5/8" 10,000 psi, consisting of: • One 13.5/8" x 5,000 psi Annular BOP. • One Single and one Double 13.5/8" x 10,000 psi Ram type preventer with set of pipe rams and shear rams capable of shearing 5 1/2" 21.9 lbs./ft Grade S drill pipe.	Contractor submits that rig is equipped with 13-5/8" 15K ram BOPs (2 x Double Ram) & 1 x 15-5/8" 10K Annular and One cavity is equipped with large bore tandem booster shear ram capable of shearing 5-1/2" Grade-S 21.9ppf drill pipe. In view of above, Contractor request to accept the higher pressure 15K rated 13-5/8" BOP stack installed on rig as above.	Will be acceptable provided additional cross-over spools or double studded adapters to match the wellhead connections, 13.5/8" 10M and 11" 10M, API Flanges are supplied by the Contractor.
21.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **Sl,No.24: BOPs** 11. Rams of size **16", 13.3/8",** 9.5/8", 7", 5.1/2", 5", 4-1/2", 3-1/2" and 2-3/8", together with variable rams 2.7/8" to 5.1/2" and 4.1/2" to 7" are to be provided.	Casing rams of size **16" & 13-3/8"** are normally not used as rig shall be having 21-1/4" 2000 psi Annular BOP in the BOP stack 20-3/4"-3000psi. Contractor suggests to delete the requirement of casing rams of size 16" & 13-3/8".	NOT ACCEPTABLE
22.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **Sl,No.24: BOPs** 12. Choke and Kill Manifold: Sour treated/H2S trim, 10M RWP, Choke & Kill manifold and lines along with Control Panel as per API standard.	Rig is equipped with 3-1/16" 15000psi rated choke & kill manifold. In view of above, Contractor request to accept the higher pressure 15K rated choke & kill manifold installed on rig.	Will be accepted.

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23.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **31. CEMENTING UNIT** • Two numbers Triplex Plunger Pumps having 15,000 psi rated working pressure and maximum discharge rate of 10-11 BPM per pump..	If Cementing Unit with two numbers triplex pump having 10.000 psi rated working pressure and maximum discharge rate of 11 BPM per pump is acceptable?	Pressure rating should be minimum 15K.
24.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **31. CEMENTING UNIT** • Contractor to provide experienced personnel to run the cementing unit as and when required.	Contractor personnel do not have expertise in operating cementing unit. Contractor suggests to arrange Cementing Operator from Company's ongoing cementing contract for other installations.	Acceptable. Tender amendments will be issued. (Maintenance Crew and maintenance to be under Rig Scope).
25.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **32. WELL TESTING SYSTEM** The Drilling Unit must have two numbers of flare booms with minimum length of 45 feet on starboard and port side of the rig with fixed flow lines and ignitor for well testing from rig floor, **with separate and dedicated compressed air system.**	Rig has compressed air outlets beside port & stbd side burner booms king posts from where compressed air is supplied to burners through check-valves. Contractor suggesting to use rig's compressed air supply for burners. May pls confirm.	Noted
26.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-2 - Exhibit-A **33. WATER MAKER** Water maker of adequate capacity of around 40 to 50 tons per day	If Capacity of 35 tons per Day is acceptable ? However, contractor wants to bring-out that the output of the water maker shall be depending on engine load. In case of shortage of pot water in hull tanks, rig shall have to request for differential quantity of pot water on non-chargeable basis.	Acceptable. Tender amendments will be issued.
27.	Part-3 Section-II TERMS OF REFERENCE /	Appendix-2 - Exhibit-A **41. Compliances required to operate in Indian Offshore** 3. Drilling Unit must be compliant with International Ship and Port facility Security (ISPS) Code as applicable	As ISPS doesn't apply to non-propelled MODU, ISPS compliance not required to offered rig.	Acceptable. Tender amendments will be issued.

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	TECHNICAL SPECIFICATIONS / SCOPE OF WORK			
28.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-3 – **SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES:** A. Utilities 3a: Diesel fuel for all equipment of the drilling unit (up to quoted value as per Clause Number 37.0 of SCC, Section-III) 3b: Beyond 3a above including transportation charges	As the well is deep, load on engines shall be high. Rigs engines are overhauled as per manufacturer's guidelines and rig is maintaining Class requirements. Contractor suggests considering all the diesel consumption by rig at Company's cost in view of the power requirement for the well.	NOT ACCEPTABLE
29.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-3 – **SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES** B. Transportation 5: Towing vessels for mobilization, demobilization and ~~**rig moves (if required)**~~.	Contractor suggesting that towing vessels for **"Rig moves (if required)"** should not be the responsibility of bidder for provision as well as for cost. Contractor suggests to separate the responsibility of towing vessels for **"Rig moves (if required)"** as **responsibility of Company to provide at cost of Company.**	Acceptable. Tender amendments will be issued.
30.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-3 – **SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES** D. **DRILLING UNIT EQUIPMENT and PERSONNEL** 10a. Initial vessel mooring ropes 10b.Replacement of vessel mooring ropes during term of contract	Contractor wants to bring-out that supply boats do not tie-up with rig nowadays and maintain position under the crane using their DP system during entire bulk/cargo transfer to rig. Contractor suggests that if mooring ropes required by boats at shore base, then boats should be providing same. Contractor requesting to delete this requirement being unnecessary for operations.	Acceptable. Tender amendments will be issued.
31.	Part-3 Section-II	Appendix-3 – **SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES** G. **SERVICES**	Rig Contractor shall meet all the security & naval clearance requirements for the drilling rig & its equipment & Contractor's personnel.	Acceptable. Tender amendments will be issued.

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	TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	4. Security and Naval Defence Clearance of Drilling Rig and its Equipment, Vessels and Bidder's personnel from Ministry of Home and Defence, DRDO, IB, Police and other Government agencies as required.	Rig Contractor can't be responsible for security & naval defence clearance for VESSEL's personnel OR Third party service personnel from Ministry of Home & Defence, DRDO, IB, Police or any other govt agencies. Contractor suggests to amend in the responsibility matrix accordingly.	
32.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-4 Short Deployment Rates – ~~NOTE: The above Rate of Deduction is for 1st seven days only. Subsequently the Rate of Deduction will be double every week thereafter (for example in case of Tool Pusher for 8th day to 14th day: 800 US$ per day, for 15th to 21st day: 1600 US$ per day and so on).~~	Increasing the short deployment rate to double is very onerous on Contractor. Request Oil India to please delete the clause.	NOT ACCEPTABLE
33.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-5 - List of (Personnel) Crew 18 - Motorman - 4	There is requirement for 4 motormen. Generally, 2 Motorman are enough for Jack up rig operations. Request Oil to consider requirement of 2 Motorman.	Noted
34.	Part-3 Section-II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK	Appendix-5 - List of (Personnel) Crew ~~Cementing Unit Operator~~	Contractor can provide the Cementing Unit and day to day maintenance of the Unit. However, we request Oil to consider Operating the Cementing Unit at their cost.	Acceptable. Tender amendments will be issued. (Maintenance Crew and maintenance to be under Rig Scope).
35.	Part-3 Section-II TERMS OF REFERENCE /	Appendix-5 - List of (Personnel) Crew 2. Catering and House-keeping personnel as required but not to exceed the limit of 14 personnel.	In case Oil India / Third party compliment is more than 30-35 people, we may have to increase the Catering person more than 14 nos. for better service. Request	Acceptable. Tender amendments will be issued.

	TECHNICAL SPECIFICATIONS / SCOPE OF WORK		Oil India not to restrict the Catering person to 14 and Contractor person onboard upto 70 Nos.	
36.	Part-3 Section-II SCC	**SCC Clause 7.17** The Contractor will be responsible for the disposal of the rig generated waste viz. used oil, soiled coverall, gloves, scrap, containers, skips etc., **cuttings and waste drilling fluids**.	Contractor can take responsibility for all the waste items generated by the rig. However, cuttings are generated from the well & drilling fluids are provided by Company, hence rig contractor may not be held responsible regarding **disposal of cuttings and waste drilling fluids.**	Acceptable. Tender amendments will be issued.

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Bidder : Bidder 5

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
BID EVALUATION CRITERIA (BEC)				
1.	Part 2 BID EVALUATION CRITERIA (BEC) / 7.3 Page 29	The bidders shall also furnish certificate from any one of the third-party inspections (TPI) agencies like LRDISI, ABS, Oil Field Audit Services Inc., OES, OMCI or DNV-GL along with the un-priced bid bringing out clearly the condition and status of the drilling unit and equipment on board the drilling unit and conforming a minimum residual life of the drilling unit of 5 years. Note: The issuance date of the TPI inspection certificate should not be older than 6 months as on original bid opening date.	The bidders shall also furnish certificate from any one of the third-party inspections (TPI) agencies like LRDISI, ABS, Oil Field Audit Services Inc., OES, OMCI or DNV-GL along with the un-priced bid bringing out clearly the condition and status of the drilling unit and equipment on board the drilling unit and conforming a minimum residual life of the drilling unit of 05 years. Can OIL advise detailed scope of TPI needed?	Industry Standard Third-Party Inspection
2.	Part 2 BID EVALUATION CRITERIA (BEC) / 7.3 Page 30	The bidders shall also furnish certificate from any one of the third-party inspections (TPI) agencies like LRDISI, ABS, Oil Field Audit Services Inc., OES, OMCI or DNV-GL along with the un-priced bid bringing out clearly the condition and status of the drilling unit and equipment on board the drilling unit and conforming a minimum residual life of the drilling unit of 5 years. Note: The issuance date of the TPI inspection certificate should not be older than 6 months as on original bid opening date.	Proposed inspection of offered offshore jack up drilling rig by OIL shall be done prior to issue of LOI or after issue of LOI ? Please reply	After the issue of Mobilization Notice.
SECTION-I GENERAL CONDITIONS OF CONTACT				
3.	GCC-43 Page 81	COMPLETION OF CONTRACT: Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this	If the drilling campaign is delayed beyond targeted 7 months due to complications or any other unseen	No Change

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		Contract shall be deemed to have been completed at the expiry of the Period specified in the Contract or period of defect liability, as provided for under the Contract, whichever is later.	unavoidable reason, then the terms / condition of the contract shall be re- looked or remain unchanged? Please reply	
			Sec-II/ SoW	
4.	Sec-II/ SoW / Appendix-1, Exhibit-1, 5, PG-89	In addition to the usual rig equipment and services (Exhibit 1), Contractor shall be required to provide the following tools, equipment and services: • Marine logistics services, comprising two AHTS vessels with certified bollard pull of 80 tonnes or more. (Exhibit 2) • H2S services, on call-out basis. (Exhibit 3) • Voice and data communications from rig to Company's onshore base. (Exhibit 4) • Weather forecasting services. (Exhibit 5) • Medical evacuation services, inclusive of pre-booked arrangements with suitable ambulances and hospitals in Kochi. (Exhibit 6) • Additional drilling tools, including stabilizers, drilling jars, accelerators, shock tools, hole openers. (All required drilling tools are listed in (Exhibit 7)	Medical evacuation including chopper facility to be provided by Company at its Cost.	Company will provide the Chopper only.
5.	Sec-II/ SoW/ Appendix-1, Exhibit-1, 5, PG-89	In addition to the usual rig equipment and services (Exhibit 1), Contractor shall be required to provide the following tools, equipment and services: • Marine logistics services, comprising two AHTS vessels with certified bollard pull of 80 tonnes or more. (Exhibit 2)	Any tools or equipment not part of Standard equipment list shall be provided by Company at its Cost due to sourcing issues at short notice. Or to be provided from third party equipment rental company cost + %	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		• H2S services, on call-out basis. (Exhibit 3) • Voice and data communications from rig to Company's onshore base. (Exhibit 4) • Weather forecasting services. (Exhibit 5) • Medical evacuation services, inclusive of pre-booked arrangements with suitable ambulances and hospitals in Kochi. (Exhibit 6) • Additional drilling tools, including stabilizers, drilling jars, accelerators, shock tools, hole openers. (All required drilling tools are listed in (Exhibit 7)		
6.	Sec-II/ SoW/ Appendix-1, Exhibit-1, 3.0, 2.2 PG-90	It is a mandatory requirement to submit all relevant documents required under Schedule IV and other applicable rules for compliance of Petroleum and Natural Gas (Safety in Offshore Operations) Rule 2008 issued by MoPNG, including Guidance Notes for compliance are available on OISD website www.oisd.gov.in. Bidder, through Company OIL, is require to obtain a "Consent to Operate" certificate from OISD prior to commencement of operations offshore. Hence, Bidder is to ensure submission of all documents at least 45 days prior to start of operations.	Lead time of 45 days is unrealistic considering the short time of six (6) month given for mobilization. Please amend 45 days to 15 days.	NOT ACCEPTABLE
7.	Sec-II/ SoW Appendix-1, Exhibit-1, 3.0, 2.8 PG-91	Company shall, prior to spud of each well, provide Contractor with a Drilling programme together with any supporting design that Company considers relevant to the performance and safety of the drilling operations. Bidder shall prepare and submit to the Company a drilling programme review, which shall include the following: • Pre-spud check list.	All relevant procedure shall be done as per Contractor / Vendor Standard Operating Procedure (SOP)	Noted

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		• Drilling activity programme showing the anticipated sequence of operations detailed at Bidder level, including diverter and BOP installation and pressure test proposals, wellhead installation and pressure test proposals and any other relevant procedures. • Contingency programmes detailing the procedures for handling unplanned events, for example shallow gas, or well kick etc.		
8.	Sec-II/ SoW Appendix-1, Exhibit-1, 3.0, 2.8 PG-91	Company shall, prior to spud of each well, provide Contractor with a Drilling programme together with any supporting design that Company considers relevant to the performance and safety of the drilling operations. Bidder shall prepare and submit to the Company a drilling programme review, which shall include the following: • Pre-spud check list. • Drilling activity programme showing the anticipated sequence of operations detailed at Bidder level, including diverter and BOP installation and pressure test proposals, wellhead installation and pressure test proposals and any other relevant procedures. • Contingency programmes detailing the procedures for handling unplanned events, for example shallow gas, or well kick etc.	All relevant procedure shall be done as per Contractor / Vendor Standard Operating Procedure (SOP).	Noted
9.	Sec-II/ SoW /Appendix-1, Exhibit-3, H2S Services PG-92	Whilst no H2S is known or expected in the drilling areas, the Contractor is required to provide, on a call-out basis, all essential H2S safety equipment listed in the table below.	Please add to the statement : given adequate time in advance for moving of H2S equipment from shore to rig, by Company provided transportation facility and at cost plus 15% of	Company will provide the transportation facility. Handling charges not acceptable.

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			handling charges.	
10.	Sec-II/ SoW /Appendix-1, Exhibit-5, PG-96	MEDICAL EVACUATION SERVICES The Contractor is required to provide facilities for emergency medical services, in Kochi/ Thiruvananthapuram, Kerala. The purpose of the Medical Evacuation Services is to provide trauma care for any persons injured during the drilling operations being conducted in the offshore block. The facilities will include, but not be restricted to, transportation in suitable vehicles from the designated helicopter bases in Kochi/ Thiruvananthapuram to the nearest hospital which can provide trauma care, together with appropriate medical services at the hospital. The Contractor is required to make prior arrangements with both the ambulance services and the selected hospitals to ensure that there are no delays in the event of a medical emergency. If the injuries are such that they cannot be treated at the local hospitals, the Contractor is required to have made prior arrangements with an air ambulance service to transport the injured person to a suitable hospital facility.	Client shall take all necessary steps to assist in transportation and Cost for the transportation of the injured person to the shore. From thereon Contractor shall arrange for the transportation and the medical facility for the injured client.	Company will provide the Chopper.
11.	Section II/ Appendix 2/ Exhibit A/ Page 102	Spud Can pressure with full pre-load should not exceed 39 MT/Sq. Meter	Can OIL accept Spud Can pressure with full pre-load should not exceed 53 MT/Sq Meter Can OIL accept Spud Can pressure with full pre-load should not exceed 43 MT/Sq Meter Please advise to what extent can OIL accept?	As mentioned in the tender. However, bidder may recommend based on the uploaded Geotechnical data.

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
12.	Section II /Appendix 2 /Exhibit A/ 7. Drilling Depth and Capability Page 103	5. Mast (Derrick) Gross nominal capacity must be minimum 1,500,000 lbs and must be capable of handling loads as per the environment conditions such as Wind speed as per the Rig Marine Operations Manual.	Can OIL Accept 1,400,000 lbs.?	NOT ACCEPTABLE
13.	Section II/ Appendix 2 Exhibit A/7. Drilling Depth and Capability Page 103	9.0 Rotary table should preferably have 49 ½" opening and Independent Electric motor driven with 750 HP output power and rated capacity of 800 T and with # 1/2/3 Bushings.	Can OIL Accept 37 ½ " opening with rated Capacity 650 ton?	NOT ACCEPTABLE
14.	Section II /Appendix 2 Exhibit A/ 10. Jacking, mooring and towing systems, Page 105	1. Jacking system: Hydraulic	Jacking system: Hydraulic Can OIL accept Electric system	ACCEPTABLE. Tender amendments will be published.
15.	Section II /Appendix 2 Exhibit A/10. Jacking, mooring and towing systems Page 106	Mooring System: a. Anchors: 15T Danforth or similar b. Winches: electric c. Anchor line: Min 250m x 1 ¾" wire.	Can OIL confirm if 15T is the total capacity and advise needed no. of winches and needed Anchor length for each winch.	Capacity mentioned is for one winch and number of winches is Rig dependent.
16.	Section II /Appendix 2/ Exhibit A/12. Raw water pumps. Page 107	1. Raw water tower deep well pumps a. Quantity: Minimum 2 b. Capacity: Minimum 250 m3/hr. c. Make:	Can OIL advise if this Capacity for each pump or total capacity?	Each pump capacity.
17.	Section II/ Appendix 2 Exhibit A/ 13. Accommodation	1. Rig must have air-conditioned accommodation space for not less than 105 persons. (Rig must have accommodation space to	Can OIL accept 100 person ?	ACCEPTABLE. Tender amendments will be published.

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	Page 107	accommodate rig crew plus provision of 35 beds for Company and its service personnel.) 2. Rig must have at least 1 no Hospital with minimum 2 beds		
18.	Section II Appendix 2/ Exhibit A/13. Accommodation Page 107	3. Rig must have 2 galleys. 4. The Bidder shall also provide minimum two Air-conditioned Offices for Company man/ Company personnel with all facilities for monitoring of operations, such as online display of drilling parameters The office must be equipped with computer, internet with e-mail, printer, fax machine and other communication.	Can OIL accept rig with one Galley	Rig with either one galley or two galleys will be acceptable. Tender amendments will be published.
19.	Section II /Appendix 2 /Exhibit A/ 14. Environmental and Pollution control Page 107	Drilling Unit must be near-zero discharge and rig specific plans for waste containment for Mud/Dirty oil and others such as suitable Sewage Treatment Plant are to be provided. 1. Sewage Treatment Plant meeting required standards for the treated effluent discharge 2. Bidder must provide the Class approved rig specific Garbage Management Plan	Can OIL clarify **near -Zero discharge.**	As per MoEF notification G.S.R 546 (E) dated 30th August 2005.
20.	Section II /Appendix 2 Exhibit A/ 15. Power Management and Distribution system Page 108	2. The rig must have power packs having minimum power of 7500 HP.	Can OIL Accept 7419 HP	NOT ACCEPTABLE
21.	Section II /Appendix 2 Exhibit A/ 16. High Pressure (HP) Mud system Page 109	1. Minimum 3 nos. 1600 HP Mud pumps. Rated Working Pressure (RWP) of the High Pressure (HP) system, HP lines from Pump to Top Drive, to be 7500 psi or greater. Complete with suitable supercharging pumps and two no. GE752 or equivalent electric motors and suitable pulsation dampeners.	Can OIL accept 5000 psi working Pressure?	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		Provision must be there for one of the mixing pumps to be able to work as supercharger for the mud pumps if required. Bidder must provide 5.1/2", 6", 6 1/2" and 7" Liners along with mud pumps for the entire drilling programme as per the hole size and discharge requirement.		
22.	Section II/ Appendix 2/ Exhibit A/18. Mud Processing system Page 111	7. Cutting Drier and Augur Rig must be equipped with Verti G Cutting Drier or equivalent capable of reducing liquid on cuttings to less than 10%. • Cuttings handling capacity – Min 60 Tons/hr.) • G Force up to 400 • Screw conveyor (Minimum size requirements - 4 Mtrs L) • Moyno pump for Cutting drier 01 no with broad specs as follows: a. Explosion proof body b. Maximum speed (rpm) – 450 c. Flow rate (max) – 40 m3 /hr. (water) d. Drive system : Variator with motor	Can OIL support with the Augur and drier at its cost and care while ADES confirm the needed area onboard the rig?	NOT ACCEPTABLE
23.	Section II /Appendix 2 /Exhibit A/ 18. Mud Processing system Page 111	3. Replacement screens 20-250 mesh sizes and a flow rate in the range of 1500-1800 GPM combined (shaker specific flow charts for capacity vs mud properties to be clearly indicated)	Can OIL accept 1000 GPM?	NOT ACCEPTABLE
24.	Section II/Appendix 2 /Exhibit A/ 21. Top drive Page 113	1. Electric or hydraulic top drive system with all accessories including pipe handler. Capacity (minimum) 500T, torque rating continuous 40,000 ft-lbs. (minimum) with IBOP Rated Working Pressure of 15000 Psi.	Can OIL Accept 10000 psi Working Pressure?	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
25.	Section II /Appendix 2/ Exhibit A/ 22. Pipe Handling Equipment and arrangement Page 113	1. Rig must be equipped with Pipe Handling & Casing handling system	Can OIL clarify the requirements in details especially for Casing handling system?	Clarified
26.	Section II/Appendix 2/ Exhibit A/24. BOP Page 114	If the BOPs are older than 5 years then the same must have OEM or OEM authorised facility recertification; Re-certification shall not be due during the entire period of the contract. The date of the last OEM or OEM authorised facility re-certification of all BOPs is to be provided with documentary evidence.	Can OIL Accept Certified AI authorized facility?	NOT ACCEPTABLE
27.	Section II /Appendix 2/ Exhibit A/ 26. Fishing Tools. Page 117	The rig must be equipped with fishing tools to enable fishing of all Bidder-provided drilling tools and tubular, plus, Operator provided casing, such as Overshots, Junk Subs, Reverse Circulating Junk Baskets, Junk Mills, Taper Mills, Magnets, Impression Blocks, Safety Joints, Fishing Jars, Jar Intensifiers, etc.	The rig must be equipped with fishing tools to enable fishing of all Bidder-provided drilling tools and tubular, ~~plus, Operator provided casing, such as Overshots, Junk Subs, Reverse Circulating Junk Baskets, Junk Mills, Taper Mills, Magnets, Impression Blocks, Safety Joints, Fishing Jars, Jar Intensifiers, etc.~~	NOT ACCEPTABLE
28.	Section II/Appendix 2/ Exhibit A/ 27. Drill string and accessories Page 118	1. Drill Pipe • Main Drill Pipe string: 5.1/2" x 21.9 or 24.7 lb./ft x S135 - 3000 meters plus 5.1/2" x 21.9 or 24.7 lb./ft x G 105 - 3000 meters Or • One full string of 5.1/2 x 21.9 or 24.7 lb./ft x S135 - 6000 meters • 3.1/2" x 15.5 ppf x G-105 or S-135 - 2000 meters • Integral Pup Joints (2 each) for main drill pipe of 5-1/2 size with lengths 5 feet, 10 feet and 15 feet.	CAN OIL Accept 5 ½" DP 24.7 lb./ft X XD105-6500 meter and 4" X14 ppf XD 105 2000 meter	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
29.	Section II/Appendix 2/ Exhibit A/ 27.Drill string and accessories Page 119	8. Hole Openers 1. 36" and 26" hole openers.	Can OIL provide the service or to be provided from Contractor at cost plus basis?	To be provided as per tender terms.
30.	Section II /Appendix 2 /Exhibit A/29.Pile Hammer Page 120	Diesel or hydraulic pile hammer and accessories for driving 30" conductor. Minimum Delmag D30 or equivalent, complete with pick-up slings and shackles. Handling Tools for 30" casing (Elevator, Slips, Casing Belt, etc.) and C-Plate. Any other tools/equipment necessary for handling, lowering & retrieving the 30" Conductor. Operators for pile hammer operations.	Can OIL Provide the Hammer service under its cost and Care?	No.
31.	Section II Appendix 2 Exhibit A / 30. Multi-String Cutter Page 121	Multi-string Cutter should be provided for 30", 20", 16", 13-3/8", 9-5/8" and 7" Casing.	Can OIL provide cutter under its cost and care?	No.
32.	Section II/Appendix 2/Exhibit A/ 33. Water Maker , Page 122	Water maker of adequate capacity of around 40 to 50 tons per day	Can OIL Accept 30 to 35 tons per day?	ACCEPTABLE. Tender amendments will be published.
33.	Section II/ Appendix 2/ Exhibit A/ 35. Safety, Fire- Fighting and Life Saving Equipment Page 123	1.Drilling Unit must be provided with all safety, fire-fighting, gas detection and lifesaving equipment as per the requirement of SOLAS, IMO and other relevant standards and regulations. 2.Drilling Unit must be equipped with Detection equipment to detect Combustible and Sour gases as per international practices. 3.Hand held portable gas detectors 4.Bidder to provide Class approved Safety Plan (LSA/FFA and others), Hazardous area plan.	Last Paragraph to be modified as : Bidder to provide emergency showers, eyewash stations, first-aid kits and emergency breathing apparatus in compliance with Company's Policy and internationally accepted standards for all on- board personnel as per the CONTRACT Equipment List.	NOT ACCEPTABLE

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		Bidder to provide emergency showers, eyewash stations, first-aid kits and emergency breathing apparatus in compliance with Company's Policy and internationally accepted standards for all on-board personnel.		
34.	Section II/Appendix 2/ Exhibit A/ 39. Miscellaneous Page 124	6. All other miscellaneous equipment required for Rig and drilling operations. which are not specifically detailed in here, but which are required for normal operations according to good oilfield practice where these are related to items already furnished by the Bidder and/or are normally Bidder supplied.	To be modified as: All other miscellaneous equipment required for Rig and drilling operations. which are not specifically detailed in here, but which are required for normal operations according to good oilfield practice where these are related to items already furnished by the Bidder and/or are normally Bidder supplied as per CONTRACT Equipment List.	NOT ACCEPTABLE
35.	Section II/ Appendix 2/ Exhibit A/ 40. General Page 125	3. The Drilling Unit must be capable of accommodating all of the Bidder's provided tubular and handling tools at all times during the Contract period.	To be modified to : CONTRACTOR must be able to provide needed tubular and handling tools according to operation need as per CONTRACT Equipment List during the contract period.	NOT ACCEPTABLE
Section II /Appendix 3/ Appendix-3 : SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES				
36.	Section II/ Appendix 3/ A. 3 b /PG-130	Diesel fuel for all equipment of the drilling unit beyond 3a above including transportation charges	Not acceptable, Diesel fuel and transportation is Client responsibility.	NOT ACCEPTABLE
37.	Section II/ Appendix 3/ B.5/ PG-131	Towing vessels for mobilization, demobilization and rig moves (if required).	Client will be responsible, and cost born for towing for initial well location mobilization and final demobilization. In-between Rig move cost will be done by the Contractor at the expense of Client.	Towing vessels will only be provided for Rig Move. Tender Amendments will be published.

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38.	Section II/ Appendix 3/ F.11.a / PG-133	Fishing Tools	Shall be for Contractor provided tubulars and string.	NOT ACCEPTABLE
39.	Section II/ Appendix 3/ F.13/ PG-133	Medical Evacuation Services	Not acceptable. Cost and facility to be provided by Client.	Emergency medical evacuation from the rig to the helipad will be carried out by OIL, however, rest will be handled by the Contractor.
40.	Section II /Appendix 3/ F. Third Party Service 7. page 133	Hydraulic bolt torquing services.	Hydraulic bolt torquing services To be at OIL cost and Care.	NOT ACCEPTABLE
41.	Section II /Appendix 3/ G.4/ PG-133.	Security and Naval Defence Clearance of Drilling Rig and its Equipment, Vessels and Bidder's personnel from Ministry of Home and Defence, DRDO, IB, Police and other Government agencies as required.	Please include the statement for clarity "with the support assistance and clearance from the Company".	To be guided by the tender terms. Vessels will be removed from Contractor's scope.
42.	Section II/Appendix 3/ I. Miscellaneous 2. Page 134	All personnel, safety equipment for personnel on board the drilling rig.	All personnel, safety equipment for CONTRACTOR personnel on board the drilling rig.	No change (Requirement is excluding PPE)
43.	Section II/Appendix 3/ I. Miscellaneous 10. Page 134	Location survey and marine survey, if any required by Bidder/Bidder's underwriters in addition to that being carried out by Company.	To be OIL cost and Care.	NOT ACCEPTABLE
44.	Section II/Appendix 3/ I.18 / PG-135	Assist during oil spill	Assistance shall be provided at the cost of the Company.	Not acceptable as the rig should have the capacity for TIER-I oil spill response.
45.	Appendix-10, PG-165-166	**Recertification of well control equipment:**	Not acceptable. Company should be kind enough to accept the WCE (Well Control Equipment) which is re-	NOT ACCEPTABLE

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		On perusal of the certificates being submitted by Companies, in compliance to the above Rule, the following two categories of certificates have been observed: i. A certificate issued by manufacture or their authorized facility, where compliance to both industry standards and OEM's repair and/or remanufacture, specifications is certified. ii. A certificate issued by a facility not having OEM authorization, where only compliance to industry standards is certified. Please note that category ii certificate as above is not acceptable. Well control equipment is Safety Critical Equipment. In the case that it is remanufactured or repaired by a facility not having authorization from the original equipment manufacturer, there may be an effect on the reliability of the equipment. Companies shall ensure that BOP and other well control equipment on offshore rigs are certified and/or recertified by the OEM or an OEM authorized facility.	certified by authorized third part vendor as per API and OEM authorization.	
		FINANCIAL		
46.	Section I / 12.3.2	Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the Contract will be on Contractor's account.	Prices and rates quoted in this CONTRACT are based on fiscal and other legislation, treaties, and agreements in force at the time of commencement, and their current application in India. If as a result of changes in such legislation, treaties and agreements or their application in India not officially announced at the time of commencement, the cost burden of CONTRACTOR is increased, the prices and rates quoted in this CONTRACT shall be revised to compensate	Refer to tender terms for Subsequently enacted laws

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			CONTRACTOR for the impact of such changes and additional costs suffered by CONTRACTOR shall be refunded by Client under the	
			CONTRACT.	
47.	Section I/16.0 LIMITATION OF LIABILITY:	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 ; (i) 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 Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed ~~100%~~ 10% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights. Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and	Changes proposed is highlighted in yellow.	Not acceptable. However, refer SCC Clause No. 38.0.

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		liabilities in excess of the aggregate liability amounts in terms of clause (b)above.		
48.	Section I/19.0 RISK PURCHASE:	19.0 RISKPURCHASE: 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.	Amendment is proposed as under: 19.0 RISKPURCHASE: In the event, Contractor's failure to provide the services as per the Contractual scope, terms and conditions, and not due to the occurrence of any Force Majeure events or any other reasons not attributable to the Contractor. In such case, 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, which shall not exceed (10% of the Contract value) .	Not acceptable
49.	Section I / 23.0 WARRANTY AND REMEDY OF DEFECTS:	23.2 Should Company discover at any time during the tenure of the Contract or till the Unit / equipment / tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective	Amendment is proposed as under: 23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/ equipment/tools are demobilised from site or base camp (if applicable) that the work does not	Standard / General Clause under GCC which cannot be changed / amended.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the Contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.	conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely, subject to anything to the contrary stated herein in this Contract, at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time as agreed by both Parties, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the ~~contract~~ Performance Bank Guarantee value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.	
50.	Section I / 26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:	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	Amendment to sub-clause (b) is proposed as under: 26.1 (b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure,	Standard / General Clause under GCC which cannot be changed / amended.

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		be necessary for purposes of such performance with prior permission from Company. However, nothing herein above contained shall deprive the Contractor of the right to use or disclose any information which is: b) required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.	or any under any applicable law or stock exchange regulation or government regulation or government order or legal or judicial process or pursuant to a mandatory audit or examination by a regulator, bank examiner or self-regulatory organization ~~provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.~~ Remarks from bidder : In case of any governmental order delivered to the contractor to disclose any information, the contractor shall not have the time to await the company for this approval to disclose such information.	
51.	Section I / 26. 4 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:	During the currency of the Contract, Company and its employees, agents, other contractors, Sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data held by the Company, its employees, agents, other contractors, Sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need-to-know basis.	Amendment to Sub-Clause 26.4 (v) is proposed as under : 26.4 CONTRACTOR is required to produce before competent authorities or by court order, stock exchange, or governmental agency or where required by operation of law ~~subject to prior permission from COMPANY.~~	Standard / General Clause under GCC which cannot be changed / amended.

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		However, the above obligation shall not extend to information which: i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company; ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public; iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company; iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company; v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;		
52.	Section I / 38. Pollution and Contamination	The Contractor shall be liable for all surface and sub-surface pollution to the extent caused by Contractor and resulting from Contractor's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the Contractor brings to the Site for use in connection with Work to be performed under this Contract.	Amendment proposed as under : The Contractor shall be liable for all surface ~~and sub-surface pollution~~ to the extent caused by Contractor and resulting from Contractor's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the Contractor brings to the Site for use in connection with Work to be performed under this	No change in GCC Clause. However, refer SCC Clause No. 20.0

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			Contract. Remarks : Contractor is not liable for Sub-surface pollution	
53.	Section I/ 45. To determine the Contract	TO DETERMINE THECONTRACT: 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.	Amendment proposed as under : 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~~	Suggested change not acceptable. However, amenable to change Article Nos. (from 44.4 - 44.9 to 44.4 - 44.8).
54.	PART-3/ SECTIO N-III/ 23.CONFIDENTIALI TY:	23.0 CONFIDENTIALITY: a) During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential	Amendment of Sub-Clause (b) (6) is proposed as under : b) However, the above obligation shall not extend	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		information and data of the Contractor. Such information and data shall be held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need-to-know basis. b) However, the above obligation shall not extend to information which: 1. Is, at the time of disclosure, known to the public. 2. Lawfully becomes at a later date known to the public through no fault of Contractor. 3. Is lawfully possessed by Contractor before receipt thereof from Company. 4. Is disclosed to Contractor in good faith by a third party who has an independent right to such information. 5. Is developed by Contractor independently of the information disclosed by Company; or Contractor is required to produce before competent authorities or by court order. 6. Is required to be disclosed on the direction of Court or any statutory authority.	to information which: 6. Is required to be disclosed on the direction of Court or any statutory authority or any under any applicable law or stock exchange regulation or government regulation or government order or legal or judicial process or pursuant to a mandatory audit or examination by a regulator, bank examiner or self-regulatory organization.	
55.	PART-3/ SECTIO N-III/23.CONFIDENTIALITY:	23.0 CONFIDENTIALITY: a) During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall be held by the Company, its employees, agents, other	Amendment to clause 23.2 is proposed as under : 	NOT ACCEPTABLE

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need-to-know basis. b) However, the above obligation shall not extend to information which: 1. Is, at the time of disclosure, known to the public. 2. Lawfully becomes at a later date known to the public through no fault of Contractor. 3. Is lawfully possessed by Contractor before receipt thereof from Company. 4. Is disclosed to Contractor in good faith by a third party who has an independent right to such information. 5. Is developed by Contractor independently of the information disclosed by Company; or Contractor is required to produce before competent authorities or by court order. 6. Is required to be disclosed on the direction of Court or any statutory authority. 23.2 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.	23.2 This obligation shall remain in force even after the termination date for a period of (1 years) ~~and until such information will be disclosed by Company.~~	
56.	PART-3/ SECTIO N-III/ 23.CONFIDENTIALI TY:	23.4 Contractor shall forbid access to the Drilling Unit to any people not involved in the drilling operations or not authorized by the Company to have access to the drilling Unit, however, this provision is not applicable to any Government and/or police representative on duty.	Amendment is proposed as under : 23.4 Contractor shall forbid access to the Drilling Unit to any people not involved in the drilling operations or not authorized by the Company to	NOT ACCEPTABLE

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
			have access to the drilling Unit, however, this provision is not applicable to, including but not limited to, any Government, ~~and/or~~ police representative on duty, any mandatory audit, examination by a regulator, bank examiner and/or self-regulatory organization.	
57.	Check list II/ BEC CHECK LIST 12 Page 288	Unit offered conforms to the specifications as built (ii) Registry (iii) MODU code – minimum 1989	(iii) MODU code – minimum 1989 Can OIL accept rig with MODU Code 1979?	To comply with minimum MODU Code 1989 before commencement of operations and subjected to the following: 1) Bidders offering Drilling Unit(s) operating in Indian Waters should submit updated status of Progressive Implementation Plan as per DGS Guidelines for up-gradation of Mobile Offshore Drilling Units from 1979 MODU Code to 1989 MODU Code or above, before Price Bid Opening. Offered Drilling Unit(s) whose timelines are not met will not be considered for further evaluation. 2) Bidders offering Drilling Unit(s) which are not operating in Indian

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
				Waters should submit an undertaking before Price Bid Opening that the offered Drilling Unit(s) shall comply with the requirements of MODU Code, 1989 or 2009, before commencement of operations. Offered Drilling Unit(s) whose undertakings are not received will not be considered for further evaluation.

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
1.	Part-3, Section-1, General Conditions of Contract, Page 62	Except as otherwise expressly provided herein, neither Company nor its servants, agents, nominees, contractors, or sub- contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.	Request OIL to modify clause as mentioned below. Except as otherwise expressly provided herein, neither Company nor its servants, agents, nominees, contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractors or sub-contractors, **unless such loss or damage is directly caused by the gross negligence or willful misconduct of the Company and/or its servants, agents, nominees, assignees, contractors, and sub-contractors.** In such cases, the Company shall be liable for the costs of repair or replacement of the damaged property. The Contractor shall protect, defend, indemnify, and hold harmless the Company from and against such loss or damage and any suit, claim, or expense resulting therefrom, **except to the extent that such loss or damage is caused by the negligence, willful misconduct, or breach of contract by the Company or its representatives**. In such cases, the indemnity obligations shall not apply, and the Company shall be responsible for compensating the Contractor for the loss or damage incurred.	Standard / General Clause under GCC which cannot be changed / amended.

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2.	Part-3, Section-1, General Conditions of Contract, Page 62	**19.0 RISKPURCHASE:** 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.	Request OIL to modify clause as mentioned below. In the event that the Contractor fails to provide the services as per the Contractual scope, terms, and conditions, the Company (OIL) reserves the right to hire the services from any other source at the Contractor's risk and cost. **However, before doing so, OIL shall provide the Contractor with a reasonable opportunity to rectify the issue within a specified period. If the Contractor is unable to remedy the situation within the given timeframe, only then shall** the difference in cost be borne by the Contractor. Additionally, OIL shall retain the right to forfeit the Performance Bank Guarantee**, but this shall be done only after providing a written notice to the Contractor with an opportunity to explain or rectify the default.** Any other action deemed fit by OIL **shall be subject to prior notice and a reasonable chance for the Contractor to address the issue.** In certain operational situations, **where immediate action is required,** OIL reserves the right to take over the site, including the service equipment, at the risk and cost of the Contractor. **However, such actions will only be undertaken if the Contractor has been notified and given a reasonable period to remedy the situation, unless there is an urgent and critical safety or operational concern**	Standard / General Clause under GCC which cannot be changed / amended.

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3.	Part-3, Section-I, General Conditions of Contract, Page 81	**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 has exercised its option to extend this Contract in accordance with the provisions, if any, of this Contract.	Request to modify the clause as below for reasonableness. **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 has exercised its option to extend this contract **on mutually agreed terms & conditions** in accordance with the provisions, if any, of this contract. **If OIL wishes to extend this Agreement, OIL to notify Contractor by giving 90 days' notice.**	Standard / General Clause under GCC which cannot be changed / amended.
4.	Part-3, Section-I, General Conditions of Contract, Page 82	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.	Request to delete this clause. COMPANY is committed to firm period of Contract. Unless otherwise COMPANY to commit paying early termination fee to be mutually agreed in addition to Demobilization Fee.	Standard / General Clause under GCC which cannot be changed / amended.
5.	Part 3 Section-II, Terms of Reference / Technical Specifications / Scope of Work, Page 85	C. PROGRAMME DESCRIPTION The drilling programme includes the drilling, evaluation, plug and abandonment of one firm well and one optional well. The firm well to be drilled and tested in the KK-OSHP-2018/1 block, offshore Kerala is OKKA.	Request OIL to share the location of the Optional Well.	To be provided to the successful bidder only as it is a dependent location.
6.	Part 3 Section-II, Terms of Reference / Technical Specifications / Scope of Work, Page 121	Appendix-2 Exhibit-A 31. Cementing Unit	Request to delete this requirement from Contractor's scope.	NOT ACCEPTABLE

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7.	Part 3 Section-II, Terms of Reference / Technical Specifications / Scope of Work, Page 131	Appendix-3 SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT MATERIALS, SUPPLIES AND SERVICES	Request to modify as below and request OIL to provide the vessels for rig move and inter-location move. 5. Towing vessels for mobilization, demobilization ~~**and rig moves (if required).**~~	Towing vessels will be provided for Rig Move. Tender Amendments will be issued.
8.	Part 3 Section-II, Terms of Reference / Technical Specifications / Scope of Work, Page 133	Appendix-2 Exhibit-A 11a. Fishing Tools	Request to modify requirement as below for clarity. 11a. Fishing Tool **for Contractor Equipment's**	ACCEPTABLE. Tender amendments will be published.
9.	Part 3 Section-II, Terms of Reference / Technical Specifications / Scope of Work, Page 136 & 137	Appendix -4 24. Cementing Unit Operator – 1 Appendix-5 24. Cementing Unit Operator – 1	Request OIL to delete this requirement as cementing unit operators as it is not part of standard drilling crew.	Acceptable. Tender amendments will be issued. (Maintenance Crew and maintenance to be under Rig Scope).
10.	Part-3, Section-III, Special Conditions of Contract, Page 170	**2.2 MOBILISATION TIME:** The mobilization of the Drilling Unit and Associated Services along with all equipment, personnel etc. should be completed by Contractor within **180 days** from the date of issue of the mobilization notice which includes TPI inspection days subsequent to the issue of the Letter of Award by the Company. In case of delay on account of the Company for readiness of site, consumables and other services etc. mobilization period for the above delayed period will be extended without imposing Liquidated Damage.	Request OIL to modify clause as mentioned below. The mobilization of the Drilling Unit and Associated Services along with all equipment, personnel etc. should be completed by Contractor within **180 days** from the date of issue of the mobilization notice which includes TPI inspection days subsequent to the issue of the Letter of Award by the Company. In case of delay on account of the Company for readiness of site, consumables and other services etc. mobilization period for the above delayed period will be extended without imposing Liquidated Damage. **Contractor will be paid at Non-Operating Day Rate as defined in this bid document under 'Schedule of Rates' for this period.**	NOT ACCEPTABLE
11.	Part-3, Section-III, Special Conditions of Contract, Page 171	**2.4 DURATION OF CONTRACT:**	Request OIL to modify clause as mentioned below.	Tender Amendments will be published.

		b) The successful bidder / Contractor will be given a Notice Period of **15 days** if OIL exercises the option to extend the contract.	b) The successful bidder / Contractor will be given a Notice Period of **90 ~~15~~ days** if OIL exercises the option to extend the contract.	
12.	Part-3, Section-III, Special Conditions of Contract, Page 171	**2.4 DURATION OF CONTRACT:** 3.0 Company at its discretion may allow drilling without complete mobilization, however necessary deduction for short-supplied items will be made as per cost evaluated by Company.	Request OIL to modify clause as mentioned below. 3.0 Company at its discretion may allow drilling without complete mobilization, however necessary deduction for short-supplied items will be made as per **mutually agreed** cost ~~evaluated by Company~~.	NOT ACCEPTABLE
13.	Part-3, Section-III, Special Conditions of Contract, Page 172	4.2 In case the Contractor fails to mobilize and deploy the Drilling Unit along with crew and/or fails to commence operations within the allocated mobilization time, Company shall have, without prejudice to any other provision in the contract including sub clause below, the right to invoke the performance security, forfeit the amount of performance security and terminate the contract. Apart from termination, Contractor will be put up on holiday of two years (CONSEQUENCES OF TERMINATION).	Request OIL to modify clause as mentioned below. In case the Contractor fails to mobilize and deploy the Drilling Unit along with crew and/or fails to commence operations within the allocated mobilization time, **the Contractor shall be given an additional grace period of mutually agreed number of days to remedy the delay, provided the Contractor can demonstrate that the delay was due to circumstances beyond their reasonable control**. **If the Contractor is still unable to mobilize and deploy the Drilling Unit within the extended period, the Company shall have the right, without prejudice to any other provision in the contract, to invoke the performance security, forfeit the amount of performance security, and terminate the contract. However, the Contractor shall not be subjected to a holiday period if the delay is determined to be due to force majeure**	NOT ACCEPTABLE

			events or other justifiable reasons as mutually agreed upon by both parties. **Additionally, prior to termination, the Company will provide a written notice period of 30 days, during which the Contractor may present any mitigating factors or propose a revised mobilization plan. The Company will consider these factors in good faith before deciding on termination or other penalties.**	
14.	Part-3, Section-III, Special Conditions of Contract, Page 180	**14.0 INGRESS AND EGRESS AT LOCATION:** Company hereby agrees that it shall provide Contractor with all necessary rights to the location where the well is to be located including any drilling permission/licenses as required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Company's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its subcontractors, Company agrees promptly to advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same.	Request OIL to modify clause as mentioned below. Company hereby agrees that it shall provide Contractor with all necessary rights to the location where the well is to be located including any drilling permission/licenses as required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Company's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its subcontractors, Company agrees promptly to advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same. **Should Contractor be denied free access to the Wellsite for any reason not reasonably within Contractor's control, any time lost by Contractor as a result of such denial shall be paid for at the applicable Standby Day Rates.**	NOT ACCEPTABLE

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15.	Part-3, Section-III, Special Conditions of Contract, Page 182	**16.1 DAMAGE TO PIPELINE, PLATFORMS OR DRILLING RIGS:** Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs (other than Drilling Unit), vessels and damage or loss of materials or equipment of Company and/or other third-party materials or equipment in the area of operation for reasons attributed to the gross negligence of the Contractor, provided that Contractor's 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.	Request OIL to modify clause as mentioned below. Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs (other than Drilling Unit), vessels and damage or loss of materials or equipment of Company and/or other third-party materials or equipment in the area of operation for reasons attributed to the gross negligence of the Contractor, provided that Contractor's liability shall not 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. **Additionally, any claim for damages must be presented to the Contractor within 30 days from the date of the incident; otherwise, the Contractor shall have no further liability.**	Noted. Tender amendments will not be published.
16.	Part-3, Section-III, Special Conditions of Contract, Page 183	**18.4 DAMAGE OR LOSS OF COMPANY EQUIPMENT**: Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company.	Request OIL to modify clause as mentioned below. Contractor shall assume the risk of and shall be responsible for damage to, and loss or destruction of, materials and equipment or supplies furnished by Company **only to the extent that such damage, loss, or destruction is directly attributable to the Contractor's negligence or willful misconduct**. In case of loss or damage to Company's equipment, **an independent assessment shall be conducted to determine the cause and extent of the damage**. If the damage is found to be attributable to the Contractor, the Contractor shall be responsible for compensating the	NOT ACCEPTABLE

			Company **up to a maximum of 70% of the replacement or repair cost**, subject to the Contractor's insurance coverage. **However, if the damage or loss is due to shared responsibility, such as joint operations or external factors beyond the Contractor's control, the liability shall be apportioned between the Company and the Contractor based on the degree of fault**. The Contractor's liability in such cases shall be limited to the extent of their contributory negligence.	

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
1.	Part-3 Section –IV – SOR Page no, 201, SCC 9.14	Payment of Demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor: a) Audited account up to completion of the Contract. b) Tax audit report for the above period as required under the Indian Tax Laws. c) Documentary evidence regarding the submission of returns and payment of taxes for the personnel engaged by the Contractor or by its sub-contractor. d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any. e) Any other documents as required by applicable Indian Laws. In case, no de mobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by OIL.	No re-export conditions are prescribed in Customs notifications no. 50/2017 dated 30/06/2016 S.No. 404 and condition 48 and its amendments. Rigs and equipment are allowed for block transfer or keep idle in the Indian waters until they get another contract for Petroleum operations. Also please note that, Custom not provide any cancellation of re-export bond/return of undertakings. Hence, please delete this clause/conditions.	Noted. However, no tender amendments shall be issued and shall be dealt with on case to case basis.

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
2.	SCC Clause 34.2	Contractor should provide the list of the items to be imported by the Service Provider them under the Contract will be as per the items to be imported as submitted in the format specified in Proforma-A along with their bid for issuance of Certificate / Undertaking. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (at least 10 days in advance) requesting Company for issuance of the Certificate / Undertaking / Recommendatory Letter. Company shall issue the requisite documents provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from Customs and clear the goods through customs. Company shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor shall indemnify Company from all liabilities of Customs Duty.	Please note that at the time of bid submission, giving the list of items to be imported for execution of the contract is not possible as during the operation lot of items may be required for maintenance of equipment, accordingly contractor import the materials. Hence, please do not put restriction on lists of items to be imported for execution of the contract at the time of bidding stage. Please remove the condition from the tender wherever this is reflecting.	No change Total consolidated landed cost of procurement for the items to be imported is to be mentioned in Proforma-A along with tentative list of items. Note: Proforma-A is to be submitted with price offer only.
3.	35.0 SUSPENION AT COMPANY'S REQUEST	The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end	The contract is for 7 months firm period and it is maximum extendable period of contract would be 1 year. For this short period of contract and in between suspension of contract is not viable. Request OIL to remove this clause and plan for	NOT ACCEPTABLE

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		of suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid 'Stack Day Rate' as per the provisions of 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location. The total suspension period during the Contract duration shall not exceed a maximum 2 (two) months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract. However, beyond the said period of 2 (two) months, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions.	continuous operation during the agreed period or well completion.	
SoW Appendix-2 Exhibit-A				

PRE-BID QUERIES

OIL TENDER NO. CEG7203P25
Charter hire of 1 (one) no. Independent Leg Jack-Up Drilling Unit
PRE-BID CONFERENCE: 27.09.2024

Bidder: Bidder 7.

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
4.	13. Accommodation	3. Rig must have 2 galleys.	Rig is having 1 galley- capacity of 48 persons	Rig with either 1 or 2 galleys will be acceptable. Tender Amendments will be published.
5.	27.Drill string and accessories	8. Hole Openers 1. 36" and 26" hole openers.	Request OIL to confirm whether it is 26" & 23"	It is 36" and 26".
6.	Section-II Appendix -4	RATE OF DEDUCTION FOR SHORT DEPLOYMENT FOR RIG CREW PERSONNEL Note: The above Rate of Deduction is for 1st seven days only. Subsequently the Rate of Deduction will be double every week thereafter (for example in case of Tool Pusher for 8th day to 14th day: 800 US$ per day, for 15th to 21st day: 1600 US$ per day and so on).	Increasing the short deployment rate after the 7th day is not an offshore drilling industries practice. The conditions and rates should be firm during the contract period. Request OIL to please delete the condition put in the note of the short deployment.	NOT ACCEPTABLE

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Bidder: Bidder 8

Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
GCC				
1.	27.5 Invoices & 27.7	27.5 Invoices: Mobilization charges (if any) will be invoiced only upon completion of mobilization as certified by Company representative and Contractor is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. 27.7 Contractor will submit 02 (two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the Contract shall be submitted by the Contractor for foreign currency and Indian currency.	Please clarify that the mobilization fee will be paid 100% in USD Please clarify if there are any invoices that will be paid in INR. and what are the cases?	Mobilization charges will be paid in quoted currency on submission of invoice after completion of mobilization (after commencement of operation at the first well), submission / production of appropriate inventory documents, and physical verification by Company representative. Invoices for expenditure incurred in India. Refer Tender amendment.
2.	31.0 Force Majeure	Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy-Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Should 'force majeure' condition as stated above occurs and should the same be notified within 72	Can the force majeure period extend for 30 days at FM rate after which both parties can terminate the contract.	Refer Clause 32.0 of SCC

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		(Seventy-two) hours after its occurrence the 'force majeure' rate (if specified in the sec of the Contract) shall apply for the first 15 (fifteen) days for each such occasion. 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 sec 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 CONTRACTOR. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the sec of the Contract]		
3.	42.0	SETTLEMENT OF DISPUTES:	Please clarify	Clarified

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		It is mentioned that resolution of disputes is done by arbitration while in Article 34 it refers to the courts.		
4.	44.7	TERMINATION: If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirely or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.	Can the right to terminate for company if contracts fails to commence remedy as in some cases it will be out of hand to repair during 15 days.	Clarified
SCC				
5.	2.4 b	The successful bidder/ Contractor will be given a Notice Period of 15 days if OIL exercises the option to extend the contract.	Please clarify, request, the notice for extension to be increased to 30 days	Tender amendments will be published.
6.	17.0	In the event any well being drilled hereunder shall go out of control (Blowout) due to any causes, Contractor will bear the cost and expense of killing the well or otherwise bringing the well under control up to US Dollar One Million for each incident and in this regard, Company shall indemnify and hold Contractor harmless in excess of US Dollar One Million for each incident. This applies only to the cost	Please clarify. to be amended, if due to Contractor gross negligence	No Change.

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Sl. No.	Clause No. of Tender Document	Tender Clause Description	Query/ Clarifications/ Changes/ modifications proposed by the Bidder	OIL's reply
		of bringing the well under control and is not to be interpreted as an assumption by Company of any liability for injuries, to Contractor's personnel and or damage to the Drilling Unit, caused by such blowout to the Contractor, except as otherwise provided under the terms and conditions of this Contract.		
7.	18.4	DAMAGE OR LOSS OF COMPANY EQUIPMENT: Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company	Please clarify if the company Equipment to be capped to USO one million.	No capping.
8.	20. c	In the event a third party commits an act or omission which results in pollution or contamination for which either the Contractor or the Company, for whom such party is performing work, is held to be legally liable the responsibility therefor shall be considered as between the Contractor and the Company, to be the same as if the party for whom the work was performed and all of the obligations respecting indemnity, holding harmless and limitation of responsibility and liability as set forth in (a) and (b) above, shall be specifically applied	Please clarify	Clause is clear enough.

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9.	35.0	The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid 'Stack Day Rate' as per the provisions of 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location. The total suspension period during the Contract duration shall not exceed a maximum 2 (two} months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract. However, beyond the said period of 2 (two) months, the suspension period may	Please Clarify Contractor to have the right to terminate the contract after the two months suspension period	NOT ACCEPTABLE

PRE-BID QUERIES

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Bidder: Bidder 8

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		be extended by the parties at mutually agreed rates, terms and conditions.		