

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
P.O. Duliajan, Pin – 786602  
Dist-Dibrugarh, Assam

**E-TENDER NO. CDH1193P23 for ‘Hiring the services of 02 (two) sets [01 set without specialised jobs and 01 set with specialised jobs] of well servicing unit consisting of coiled tubing unit (CTU), nitrogen pumping unit (NPU), fluid pumping unit (FPU) with heating facility and other related accessories for a period of 04 (four) years for operations in Assam and Arunachal Pradesh’**

| <b>CDH1193P23: Pre - Bid Conference</b>   |                                      |
|---|--------------------------------------|
| <b>E-TENDER NO. CDH1193P23 for ‘Hiring the services of 02 (two) sets [01 set without specialised jobs and 01 set with specialised jobs] of well servicing unit consisting of coiled tubing unit (CTU), nitrogen pumping unit (NPU), fluid pumping unit (FPU) with heating facility and other related accessories for a period of 04 (four) years for operations in Assam and Arunachal Pradesh’</b> |                                      |
| <b>S.No.</b>  | <b>Participating Vendors</b>         |
| 1.0   | M/s Schlumberger Solutions Pvt. Ltd. |
| 2.0   | M/s Halliburton India Pvt. Ltd.      |
| 3.0   | M/s NESR                             |
| 4.0   | M/s Woodland Works (I) Pvt Ltd       |
| 5.0   | M/s Jaybee Energy Pvt Ltd            |
| 6.0   | M/s Parveen Industries Pvt Ltd       |
| 7.0   | M/s AEH Oilfield                     |
| 8.0   | M/s BVishal Oil and Energy Pvt Ltd   |

OIL’s Response to the Pre-Bid Queries against the subject tender is enclosed vide **ANNEXURE-I**

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

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**OIL's RESPONSE TO THE QUERIES OF THE PRE-BID CONFERENCE HELD ON 12.09.2022 AGAINST TENDER No. CDH1193P23 for 'Hiring the services of 02 (two) sets [01 set without specialised jobs and 01 set with specialised jobs] of well servicing unit consisting of coiled tubing unit (CTU), nitrogen pumping unit (NPU), fluid pumping unit (FPU) with heating facility and other related accessories for a period of 04 (four) years for operations in Assam and Arunachal Pradesh'**

**Vendor: SCHLUMBERGER SOLUTIONS PVT. LTD.**

| S. No.                              | Clause No. of Bidding Document | Tender Clause                 | Clarification / Modification Proposed and Remarks   | Remark  | Final Remarks by OIL |
|-------------------------------------|--------------------------------|-------------------------------|---|---|----------------------|
| <b>INSTRUCTION TO BIDDERS (ITB)</b> |                                |                               |   |   |                      |
| 1.                                  | 25.0                           | Credit facility               | Please remove.  | We request for the removal of this requirement due to the nature of confidential information. | No change            |
| <b>BID EVALUATION CRITERIA</b>      |                                |                               |   |   |                      |
| 2.                                  | 3.1                            | Technical Evaluation Criteria | 3.1 Experience: For bidders quoting for <b>Option-II</b> , the bidder also must have experience of successfully carrying out Sand cleaning, Well bore Cleanout, Well Activation and milling jobs in 02 (two) nos. of horizontal wells beyond the tubing landing depth of the well, in addition to <b>(i)</b> above. |   | No Change            |
| 3.                                  | 3.4                            | Vintage of Equipment offered  | <b>3.4.1</b> All major equipment offered for this tender i.e. coiled tubing unit, nitrogen pumping unit and fluid pumping unit with heating facility should be of recent  |   | Refer to revised BEC |

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|  |        |                           | manufactured not before <del>01.08.2017.</del><br><b>01.08.2014</b>   |  |                      |
| 4.   | 3.5    | Mobilization Time         | The bidders must confirm their compliance in their “technical” bid to complete the mobilization within <del>90 (Ninety)</del> <u>120 (One hundred and twenty)</u> days from the date of issue of Mobilisation Notice.   | For clarity: It takes minimum 120 days to bring equipment from outside of India.   | Refer to revised BEC |
| <b>PART I - GENERAL CONDITIONS OF CONTRACT</b> |        |                           |   |  |                      |
| 5.   | 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 <del>or the persons appointed by OIL</del> , successors and permitted assigns of such persons, firm or COMPANY.   | As OIL will not be appointing any sub-contractor for the Contractor, we request deletion of the wording “or the persons appointed by OIL”.   | No change            |
| 6.   | 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 <u>and mutually agreed</u> in the Scope of Work under this CONTRACT <del>and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.</del> | Any extra/ additional work or alteration or substitution of work / services to be mutually agreed.<br><br>It is clarified by OIL in Tender No CDG5704P21 that any change will be through a change order and mutually agreed. | No change            |
| 7.   | 1.2.14 | Specifications:           | Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the   | Any changes to the specifications to be mutually agreed.<br><br>It is clarified by OIL in Tender No CDG5704P21   | No change            |

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|    |      |                             | service/materials to be provided under the contract and also as modified <u>upon mutual agreement by the parties COMPANY/its site representative</u> during the execution of contract in the best interest of service.  | that any change will be through a change order and mutually agreed. |           |
| 8. | 3.2  | Change Program:             | It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit <u>upon mutual agreement</u> . <del>COMPANY's instruction in this regard shall be final and binding.</del>  | Any changes to be mutually agreed.                                  | No change |
| 9. | 13.0 | Customs duty, if applicable | In order to recover differential duty liability in the event of denial of EC, the following clause needs to be added:<br><br><i>"In the event of denial of benefit to the contractor provided under notification no.3/2017-Central Tax and similar notification under state and integrated tax or notification no. 50/2017-Customs or no issuance of Essentiality certificate by DGH for reason not attributable to the contractor, contractor shall charge applicable customs duty on import or goods and service tax on supply as per the HSN code of the product."</i><br><br>Further, as per industry practice, we are using the EC issued at the time of import or local procurement for further supply. In case of any different clarification by authorities, we would require separate EC for each leg of the supply. Further, we would require OIL's support in representing our | No change   | No change |

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|     |      |           | case before authorities with respect to prior period.   |   |           |
| 10. | 14.1 | Insurance | <p>Contractor at his cost shall arrange, secure and maintain insurance as may be necessary <del>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</del> <u>cover all risks assumed by Contractor</u> as detailed herein. The form and the limit of such insurance, <u>shall be</u> as defined here in <del>together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to</del> <u>To</u> 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 &amp; 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. <del>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.</del> Contractor shall cover insurance with <u>Indian Insurance Companies to the extent required as per the regulations.</u></p> | <p>The insurances taken by Contractor shall be as per the laws and as required to cover the liabilities assumed by Contractor under this contract. The insurance has nothing to acceptance or non-acceptance of the work.</p> <p>Since (i) Contractor shall not be taking any insurance, specifically for this contract (ii) this is a short-term contract; and (iii) once the premium is paid, the limit cannot be changed, we request deletion of these wordings.</p> <p>Usage of Indian Insurance Companies is to the extent required as per the regulations.</p> <p>We request OIL to kindly consider our exceptions on clause 14 or alternatively include a revised Insurance clause in the SCC as did in tender number CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) at sl. No. 21.</p> | No change |

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| 11. | 14.6 |  | <p>Contractor shall also inform the Company at least <del>60</del> 30 days in advance regarding the expiry cancellation and/or changes in any of such documents &amp; ensure revalidation/renewal, etc., as may be necessary well in time.</p>   | <p>We request the notice period to be limited to 30 days as it is the standard practice of the industry and it is in contradiction with clause 14.5 (e).</p>  | <p>Refer to Corrigendum issued.</p> |
| 12. | 14.7 |  | <p>If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. <del>Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations.</del> Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.</p> | <p>We request deletion of this penal interest provision as Contractor will any way be liable or responsible for the obligation undertaken in the contract, whether the insurance is maintained or not.</p>  | <p>No change</p>                    |
| 13. | 14.8 |  | <p><del>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.</del></p> <p>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</p>  | <p>We request deletion of this requirement as the policy is confidential, we will not be able to share with OIL. In addition, the certificates of insurance include all mandatory information to evidence our compliance with the contractual insurance requirements.</p> | <p>No change</p>                    |

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|     |       |  | <p>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, <u>but to the extent of the Contractor's liabilities under the Contract.</u> <del>OIL will have no liability on this account.</del></p>  | <p>This (third party) will be subject to the liabilities of Contractor under the Contract.</p>                   |                  |
| 14. | 14.9  | <p><del>Principal</del> <del>Assured</del><br/><u>Additional Insured</u></p>                     | <p><del>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):</del><br/><del>"Oil India Limited" and CONTRACTOR's name (as appearing in the Contract /LOA)".</del><br/><u>"Oil India Limited has to be named additional insured on the insurance policies, (except in case of Workmen's Compensation / Employer's Liability Insurance).</u></p>   | <p>As additional insured is the standard language used in the Oil and Gas contracts, we request this change.</p> | <p>No change</p> |
| 15. | 14.12 | <p>Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"</p> | <p><del>Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:</del><br/><br/><del>"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".</del><br/><br/><del>The above requirement of aforesaid Act needs to be complied with by the</del></p> | <p>We request deletion of this provision as it is not relevant for scope envisaged in this tender.</p>           | <p>No change</p> |

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|     |           |  | <del>CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.</del>  |   |           |
| 16. | 14.13     | Loss Payee Clause:   | <del>The Insurance Policies should mention the following in Loss Payee Clause:<br/>“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.</del>  | Not applicable  | No change |
| 17. | 14.14     | On account payment to OIL in case of claim                           | <del>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.</del>   | Not applicable as per the indemnity provisions of the contract.   | NO change |
| 18. | 14.16 ii) | <del>Commercial</del> <u>Commercial</u> General Liability Insurance: | <del>Commercial</del> <u>Commercial</u> Comprehensive 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. | We request this change to make it comprehensive general liability as per the industry norm.   | NO change |
| 19. | 14.16 iv) | Carrier’s Legal Liability Insurance:                                 | <del>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.</del>  | As our equipment are self-insured, we request deletion of this requirement.   | NO change |
| 20. | 14.16 v)  | Public Liability Act Policy  | Public Liability Act Policy, <u>if applicable</u> , 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 there under.  | We request addition of “if applicable” this insurance is not applicable to us. This insurance is applicable whether hazardous chemicals are used. | NO change |



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| 21. | 14.16 vi)  | Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY): | CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.   | We request OIL to kindly confirm this is applicable if the Contractor is using contract labourers only (not permanent employees).   | Applicable for contractor's personal engaged in connection with the contract |
| 22. | 14.16 vii) |  | CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) <u>or Contractor shall have the right to self-insure, except while the equipment are below rotary table or in the well bore.</u>   | Contractor shall have the option to self insure its equipment. Insurance or self insurance shall not be applicable for equipment while below rotary table or in the well bore.                    | No change  |
| 23. | 19         | Risk Purchase  | In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, <u>and Contractor has not remedied such failure within a mutually agreed reasonable time,</u> COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's <del>risk</del> & cost and the difference in cost <u>subject to a maximum of 50% of the contract value payable for the defective work which needs corrective action</u> 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 <u>as per Contract.</u> In certain operational situations OIL reserves the right to take over the site <del>including the service equipment at the risk and cost of the CONTRACTOR.</del> | Hiring of any other party or taking over the site cannot be at the "risk" of the Contractor. Contractor's equipment cannot be taken over by OIL. Any action taken to be as per the contract only. | No change  |

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| 24. | 23.1 | Warranty and Remedy of Defects: | <p>CONTRACTOR warrants that they shall perform the work in a <del>first class,</del> workmanlike, and professional manner and <del>in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices</del> 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 <u>as per Contract.</u></p>  | <p>We request to revise the warranty provision in light of the scope for this tender.</p>   | No change |
| 25. | 23.2 |                                 | <p>Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable), <u>whichever is earlier</u> 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. <u>Rig and other facilities as provided during the actual performance of work, shall be provided by Company.</u> If such corrective Work is not performed within a reasonable <u>mutually agreed</u> time, the COMPANY, at its option may have such remedial Work performed by others and charge the <u>difference in the</u> cost thereof to CONTRACTOR subject to a maximum of <u>50% of the annualized</u> contract value <del>payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly.</del> In case CONTRACTOR fails to perform remedial work, or pay</p> | <p>We request company to add "whichever is earlier" to have clarity and the definite time period.<br/>Rig and other facilities as required for the remedial work to be provided by OIL at its cost.<br/>Remedy will be done with a mutually agreed time frame.<br/>Additional cost to be the difference in the cost mentioned in the contract and the cost to be paid to the other.</p> | No change |

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|     |      |  | promptly in respect thereof, the performance security shall be forfeited.   |  |           |
| 26. | 24.1 |  | <del>CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.</del> | We request for the deletion of this clause as this contradicts with the definition 1.2.4 which allow subcontracting with the consent of OIL. | No change |
| 27. | 30.0 | Timely Mobilisation and Liquidated Damages | The Company would be required to issue tax invoice for recovery of GST on LD so that the Contractor can avail credit of such GST charged.   |  | No change |
| 28. | 32.0 | SET OFF                                    |   | Not acceptable; there can be no set off that can be done against any other contract  | No change |
| 29. | 33.0 | Withholding:                               | COMPANY may withhold <del>or nullify</del> 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:   | Company should not "nullify" any amount due to the contractor.   | No change |
| 30. | 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, <del>besides nullifying such amount</del> on account of <del>loss suffered claims received</del> by the  | Company should not "nullify" any amount due to the contractor.   | No change |

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|     |      |                                       | COMPANY against 33.2, 33.3, 33.6 & 33.7 above.  |  |           |
| 31. | 39.0 | Statutory Variation/Newly Enacted Law | <p>In order to factor any liability on account of adverse interpretation of law by authorities, the following needs to be added:</p> <p><i>“Notwithstanding anything else contained herein, if subsequent to the date of submission of Bid, any new or additional taxes and similar levies in nature and any increased in the direct cost ,resulting from future legislation or interpretation of existing or future legislation, including and not limited to, goods and service tax, sales tax, customs duties, R&amp;D cess, works contract tax, services tax, corporate tax, octroi, entry taxes etc. are imposed by Government or the concerned authorities which Contractor is bound to pay in respect of the payments received by Contractor in pursuance of this agreement, then such new/additional taxes/levies will be borne by Company. Additionally, any upward change in the rates of the existing taxes/levies shall be to the account of Company. In case of reduction or exemption from any taxes/ levies, benefit shall be passed on to the Company.”</i></p> |  | No change |

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| 32. | 45.0 | To Determine the Contract:        | <p>In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the <del>risk and</del> 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 <u>provided that such excess cost shall be limited to 50% of the annualized Contract Value, over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.</u></p> | <p>Contractor cannot take risk in such cases.</p> <p>The excess liability to be limited to 50% of the annualized contract value.</p> <p>We request this revision to be in line with the Limitation of Liability in SCC.</p> | No change |
| 33. | 46.0 | Without Determining the Contract: | <p>In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the <del>risk and</del> cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost <u>provided that such excess cost shall be limited to 50% of the annualized Contract Value over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work</u></p>  | <p>As above, Contractor cannot take risk in such cases.</p> <p>The excess liability to be limited to 50% of the annualized contract value.</p>  | No change |

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|   |         |   | having been taken over and completed by the COMPANY.  |  |           |
| <b>PART II - TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT</b> |         |   |   |  |           |
| 34.   | 2.1 (j) | Any other job not covered above             | Any other similar type of job, not spelt out above but, which can be carried out with the use of the offered CTU/NPU/FPU with heating facility and other equipment <u>which are specified in the scope of work</u> shall have to be carried out by the Contractor as and when necessary. <u>Any kind of operation which is not specified in the scope of work is not covered under this clause.</u> |  | No Change |
| 35.   | 8. A    | Dimension                                   | <p>DIMENSION (COMPLETE UNIT/INCLUDING TRAILER)</p> <p>Overall Width (max) - 2.9 meter</p> <p>Overall Height (max) - <del>4.75</del> <u>5.5</u> meter</p> <p>Overall Length (max) - 12.0 meter for Rigid Vehicles</p> <p style="text-align: center;">- <del>18.0</del> <u>20</u> meter</p> <p>for Tractor Trailer Combination</p> <p>Ground Clearance - Approx. 25.0 cm. (10 inch)</p>               |  | No Change |
| <b>PART III - SPECIAL CONDITIONS OF CONTRACT (SCC)</b>                        |         |   |   |  |           |
| 36.   | 15.     | Liquidated Damage Clause specific to Tender | 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 <del>total</del> <u>annualized</u> contract cost per week or part thereof, of delay from date of issuance of mobilization   |  | No Change |

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|     |           |                                      | notice/LOA, subject to maximum of 7.5% of <del>total</del> annualized contract cost. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2 of SCC   |   |           |
| 37. | 24. (vii) | Conducting Well Servicing Operations | Please amend as follows:<br><br>AMENDMENTS OF COMPLETION PROGRAMME: It is agreed that Contractor shall carry out Well Servicing Operations in accordance with the programme to be furnished by OIL, which may be amended from time to time by reasonable modification <u>upon mutual agreement as OIL deems fit, in accordance with good oil field practices.</u>  | Any changes to be mutually agreed.  | No Change |
| 38. | 26. (i)   | Loss or Damage to Hole               | Please replace the provision with the following:<br><br><u>Notwithstanding anything else contained herein to the contrary, the CONTRACTOR shall not be liable or responsible for or in respect of:</u><br>i) <u>Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or</u><br>ii) <u>Blowout, fire, explosion or any other uncontrolled well condition; and / or</u><br>iii) <u>Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or</u> | We request OIL to kindly replace the existing clause with the one proposed, which was part of tender No. CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection and other tenders. | No Change |

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|  |  |  | <p>iv) <u>Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;</u></p> <p>v) <u>Third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the CONTRACTOR and protect, defend, indemnify and hold the CONTRACTOR and its Sub-CONTRACTORS, its agents and its parents, subsidiaries and affiliates, its other CONTRACTORS and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.</u></p> <p><u>Provided that such loss, damage etc. as stated in (i) to (v) above is not caused on account of wilful misconduct or gross negligence of the CONTRACTOR or its personnel/sub-CONTRACTORS of any</u></p> |  |  |
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|     |           |  | <u>tier/agents/invitees/consultants or parties associated with the CONTRACTOR.</u>  |  |           |
| 39. | 26. (i)   | Loss or Damage to Hole                     | The Contractor would recover GST on LIH. Such GST would be over and above the LIH value.  |  | No Change |
| 40. | 26. (ii)  | DAMAGE OR LOSS OF THE WELL SERVICING UNITS | Please delete.  | We request that this subject to governed as per Clause 20.0 of the GCC.                                      | No Change |
| 41. | 26. (iii) | LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:   | Please replace the clause with the following:<br><u>Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Wilful Misconduct or Gross Negligence on the part of the contractor for loss or damage to the contractor's equipment/ tool in hole below rotary table, subject to conditions prescribed herein below. 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 only after contractor undertakes in prescribed format (Sample Copy Attached) that the particular equipment/ tool is</u> | We propose to replace the LIH provision with similar provision that is stipulated in various tenders by OIL. | No Change |

|     |          |                   |   |   |           |
|-----|----------|-------------------|---|---|-----------|
|     |          |                   | <p><u>question is not covered by contractor's insurance. For any such loss/damage, the contractor must notify the Company in writing within one month from the date of the lost tool and 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 tools/equipment from down hole needs to be made by the Company Representative before submission of the invoice by contractor.</u></p> <p><u>OIL shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.</u></p> |   |           |
| 42. | 26. (iv) | OIL'S EQUIPMENT   | Please delete.  | We request that this subject to governed as per Clause 20.0 of the GCC.   | No Change |
| 43. | 27. (i)  | BLOWOUT OR CRATER | Please delete.  | We request that this provision be governed by our proposed revised Clause 26 (i) which is in line with part of tender No. CDH6605P21 for Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data | No Change |

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|     |          |                             |   | collection and other tenders.   |           |
| 44. | 27. (ii) | POLLUTION AND CONTAMINATION | <p>Please replace in its entirety with the provision as follows:</p> <p><u>Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:</u></p> <p><u>i) The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.</u></p> <p><u>ii) The Company shall assume all responsibility for all other pollution and contamination (including cleaning, 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, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor</u></p> | To include a comprehensive provision on pollution which provides more clarity. This is as per Company's provision in Tender No. CDG5704P21. | No Change |

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|     |    |         | <p><u>assumes liability in terms of Sub-clause (i) above.</u></p> <p><u>iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable , the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.</u></p>   |  |           |
| 45. | 29 | PENALTY | <p>a) <del>Zero</del> <u>50%</u> rate for the entire well servicing unit(s) involved in the job (s) for the period of shut down <u>after 4 hours of initiation of shut down.</u><del>on prorata basis plus penalty of 15% of the sum of operating day rate and Daily Rental Charges for the entire unit(s) involved in the job.</del></p> <p>b) <del>Zero</del> <u>50%</u> rate for the entire well servicing unit(s) involved for that particular job for the period of shut down on pro-rata <del>basis plus penalty of 15% of the sum of operating day rate and Daily Rental Charges for the entire unit(s) involved in the job.</del></p> <p>c) Any delay in shifting of well servicing unit(s) beyond the standard, as stipulated in Clause</p> |  | No Change |

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|     |    |           | <p>no. 17.0 of Section-III, penalty at the rate of <del>5%</del> 1% per hour of total cost for shifting charges payable for that particular well servicing unit/units.</p> <p><del>Note: i) If the delay in shifting leads to delay in well operation, the penalty as per clause b) above will also be applicable together with clause c).<br/>ii) No shifting charges shall be paid if the delay in shifting is more than 6 hours than the stipulated time. e) Zero Rate for down hole tools for the period of shutdown of CTU shall be applicable.</del></p>       |   |   |
| 46. | 39 | EMERGENCY | <p>Please amend as follows:</p> <p>The Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to direct Contractor's equipment and personnel if Company's interest will demand so. <u>In such event, notwithstanding anything to the contrary herein, COMPANY shall release, indemnify and hold CONTRACTOR Group harmless from any and all claims, judgments, losses, expenses and any costs related the loss/damage of Contractor's equipment and/or injury/death of Contractor's personnel.</u></p> | Company shall be responsible in such event. | <p>The job involves pumping of water to replace drilling fluid or work-over fluid or vice versa using FPU, CTU (optional)/FPU with heating facility (HOCU). For killing a well, requisite amount of suitable killing fluid at desired pressure should be pumped into the well bore to suppress inflow from the reservoir.</p> <p>In an unlikely situation like blow out and uncontrollable release of well fluid, the well needs to be killed with the help of various units. In such an adverse situation and after assessing the situation, contractor may be advised to carry out well killing operation. In such situation job will be carried out in</p> |

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|     |              |                          |   |   | presence and supervision of the Company's representative. |
| 47. | 41           | SHIFTING OF EQUIPMENT    | <p>i. Contractor shall take utmost care for the shifting of the equipment from the base camp to the first location and/or subsequent location(s) and back to the base camp within the specified time. The essence of time is important in this contract. The equipment to be shifted from one location to another location and also from the base as per the advice of Company's Representative and Contractor shall not take more than <del>1-10</del> hour per 15 km during shifting of their equipment. <del>The excess of the stipulated time attracts penalty as mentioned in Clause No. 29.0 of Section III.</del></p> <p>ii. <del>The shifting of well servicing equipment from the well site will include the clearing of all Contractor's equipment and materials and made free from pollution arising out of the operation.</del></p> |   | NO Change   |
| 48. | (New Clause) | Import/Export Compliance | <p>Please insert new provision as follows:</p> <p>i) Company shall ensure that it and its co-venturers, its other contractor and subcontractors, and the personnel of the foregoing are bound by and comply with the applicable laws, including sanctions laws and regulations. Company shall be liable for and shall defend, indemnify</p>   | This is to ensure compliance to the respective trade control and sanction and to avoid both criminal and civil liability. | No change   |

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|  |  |  | <p>and hold Contractor, its affiliates, its subcontractors, and the personnel of the foregoing harmless from and against all fines and penalties and any other damages suffered by the Contractor its affiliates, its subcontractors, and the personnel of the foregoing resulting from a breach of such applicable laws by Company its co-venturers, its other contractor and subcontractors, and the personnel of the foregoing.</p> <p>ii) Company represents that as of the Effective Date of the Contract (i) it is not, and neither any of its affiliates or any of their directors or officers are, listed as a restricted person; (ii) it is not, and neither any of its affiliates or any of their directors or officers are in breach of any sanction laws and regulations; and (iii) due performance of its obligations under the Contract will not result in a breach of any sanction laws and regulations.</p> <p>iii) To the extent and in the event that Contractor performance of the Contract results or would result in non-compliance with, a violation of, or be inconsistent with sanction laws and regulations, Contractor shall, as soon as reasonably practicable, give a written notice to the Company, with the details and specifics of the applicable sanction laws and regulations. Provided that all conditions in this paragraph (c) are satisfied, Contractor may suspend or delay the performance of its obligations under the Contract.</p> <p>iv) Company undertakes at any time during the duration of this Contract at the</p> |  |  |
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|     |              |                     | <p>request of Contractor to sign and provide Contractor with a Certificate of End Use. Contractor reserves the right to suspend the performance of its obligations under this Contract until the Certificate of End Use signed by the Company is obtained.</p> <p>v) Company shall not, directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any of the goods and/or services, software including source code, or technology to or via any person, entity, or destination, or for any activity or end-use restricted by any applicable laws (including those applicable to nuclear, missile, chemical, or biological weapons proliferation) without first obtaining all required government authorizations.</p> |   |                               |
| 49. | (New Clause) | Data Interpretation | <p>Please insert new provision as follows:</p> <p>Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of gross negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any</p>        | <p>Insertion to provide clarity on rights and obligation of each parties in relation to interpretations. This is similar to provision available in OIL tender such as CDG7411L22.</p> | <p>Reviewed and no change</p> |



|   |            |                      |   |  |           |
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|   |            |                      | procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of Wilful Misconduct.  |  |           |
| 50.   | New Clause | GST on reimbursement | The Contractor would charge GST on reimbursement of any expenses incurred other than contractually agreed, if any.  |  |           |
| <b>PROFORMA VII: FORM OF PERFORMANCE BANK GUARANTEE</b> |            |                      |   |  |           |
| 51.   |            |                      | <p>Please amend as follows:</p> <p style="text-align: center;"><b><u>FORM OF PERFORMANCE BANK GUARANTEE</u></b></p> <p>To:<br/>M/s. OIL INDIA LIMITED,<br/>CONTRACTS DEPARTMENT<br/>DULIAJAN, ASSAM, INDIA, PIN - 786602</p> <p>WHEREAS</p> <p>_____<br/>(Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract"),</p> <p>AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.</p> |  | No change |

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|  |  |  | <p>AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you <u>within 5 working days</u>, upon your first written demand <del>and without cavil or argument</del>, any sum or sums within the limits of guarantee sum as aforesaid <del>without your needing to prove or to show grounds or reasons for your demand for the sum specified therein</del> <u>provided that any such demand shall be accompanied by:</u></p> <p>A. <u>OIL's statement purportedly signed by an officer of the OIL, certifying that for reasons other than force majeure, Contractor has failed to fulfill its performance obligations under the contract and that OIL is entitled to the payment of [INR/] _____ (in figures &amp; words); and</u></p> <p>B. <u>A copy of OIL's statement sent by OIL to Contractor and acknowledged by the Contractor, sent and dated at least thirty (30) days prior to such drawing listing each element or default which OIL certifies to be in sufficient detail to enable Contractor to identify and rectify same and communicating OIL's intent to draw under bank guarantee number</u></p> |  |  |
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|  |  |  | <p><u>/// unless said elements or defaults are corrected within thirty (30) days.</u></p> <p>We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.</p> <p>This Guarantee is valid until the ..... day of .....<br/>..... <u>and any claim shall be done by you on or before _____ 2021</u></p> <p><u>This Bank Guarantee is non-assignable and non-transferable.</u></p> <p><u>We shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to us on or before _____ 2019. The Bank guarantee becomes null and void and will be considered cancelled even if not returned to the Bank.</u></p> <p><u>The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.</u></p> <p><u>The Bank also agrees that this guarantee shall be governed and construed in</u></p> |  |  |
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|  |  | <p><u>accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.</u></p> <p><u>This bank guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, International Chamber of Commerce Publication No. 758.</u> <del>We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.</del></p> <p>The details of the Issuing Bank and Controlling Bank are as under:</p> <p>A. Issuing Bank:<br/>BANK FAX NO:<br/>BANK EMAIL ID:<br/>BANK TELEPHONE NO.:<br/>IFSC CODE OF THE BANK:</p> <p>B. Controlling Office:<br/>Address of the Controlling Office of the BG issuing Bank:<br/>Name of the Contact Person at the Controlling Office with Mobile No. and email address:</p> <p>Signature &amp; Seal Of The Bank</p> |  |  |
|--|--|--|--|--|

**Vendor: M/s Halliburton**

| Sl. No.    | Section, Clause Reference   | Description as in the Bid   | Exception Taken | Explanation Reason / | OIL's Response |
|------------|---|---|-----------------|----------------------|----------------|
| <b>Tax</b> |   |   |                 |                      |                |
| 1.         | <p><u>Clause 12.3.1 of GCC-</u> (page 56 of tender document )</p> | <ul style="list-style-type: none"> <li>Please insert in bold and strike out as per below, as this is in contradiction of Point 3 of Goods and Service Tax clause in SCC:</li> </ul> <p><i>CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including <del>GST and</del> customs duty, Corporate and personnel taxes <b>excluding GST</b> levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time .</i></p> |                 |                      | No change      |
| 2.         | <p><u>Clause 12.3.8-</u> ( Page 57 of tender document )</p>       | <ul style="list-style-type: none"> <li>Please see changes as mentioned in Bold below:-</li> </ul> <p><i>All local taxes, levies and duties, <del>sales tax</del>, octroi, etc <b>except GST</b> on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR .</i></p>  |                 |                      | No change      |

**Annexure-I**

| Sl. No. | Section, Clause Reference   | Description as in the Bid   | Exception Taken | Explanation Reason / | OIL's Response |
|---------|---|---|-----------------|----------------------|----------------|
| 3.      | <p>Clause 12.4.6 of GCC and clause 20 of SCC ( Page 58 of Tender document )</p> | <ul style="list-style-type: none"> <li>Please insert content in bold:</li> </ul> <p><i>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 <b>if the contract period is extended because of contractor, otherwise it will be on Oil India Account</b> whereas any decrease in the rate GST shall be passed on to the OIL <b>if the reduction in rate is from retrospective effect and contractor is allowed to adjust the GST as per timelines provided by GST law.</b></i></p>         |                 |                      | No change      |
| 4.      | <p>Clause 27.11 of GCC Page ( 69 of tender document )</p>                       | <ul style="list-style-type: none"> <li>Following portion in bold should be deleted which would read as:</li> </ul> <p><i>“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:</i></p> <p><b><del>a) Audited account up to completion of the Contract.</del></b><br/> <b><del>b) Tax audit report for the above period as required under the Indian Tax Laws.</del></b><br/> <b><del>c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel</del></b></p> |                 |                      | No change      |

**Annexure-I**

| Sl. No. | Section, Clause Reference                          | Description as in the Bid  | Exception Taken | Explanation Reason / | OIL's Response |
|---------|--|--|-----------------|----------------------|----------------|
|         |  | <p><del><b>engaged by the CONTRACTOR or by its sub-CONTRACTOR.</b></del></p> <p>d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.</p> <p>e) Any other documents as required by applicable Indian Laws.</p> <p><i>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) &amp; (c) above will suffice.”</i></p> |                 |                      |                |
| 5.      | Clause 30 (d) of GCC ( Page 71 of tender document) | <ul style="list-style-type: none"> <li>Please delete content in Bold and add content in bold :-</li> </ul> <p><i>“LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties / taxes have been shown separately in the contract. As per circular no. 178/10/2022 dated 03.08.2022 GST will not be applicable on LD and it will not be recovered from Contractor</i></p> <p><del><b>. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be</b></del></p>                     |                 |                      | No change.     |

**Annexure-I**

| Sl. No. | Section, Clause Reference   | Description as in the Bid   | Exception Taken | Explanation Reason / | OIL's Response                              |
|---------|---|---|-----------------|----------------------|---|
|         |   | <del>recovered from the CONTRACTOR along with applicable GST.</del>   |                 |                      |   |
| 6.      | additional point as 12.4.11 in Goods and service tax ( Page 59 of tender document ) : | <ul style="list-style-type: none"> <li>The following clause should be added in GCC as additional point as 12.4.11 in Goods and service tax :</li> </ul> <p><b><i>In case GST TDS is applicable, Oil India will deduct the same on monthly basis and provide proper details alongwith required GST TDS certificate on month to month basis to contractor and ensure that necessary returns will be filed on time . In case of any loss of credit of GST tds because of default of Oil India will be compensated to contractor.</i></b></p> |                 |                      | No change                                   |
|         |   | .   |                 |                      |   |
| 7.      | Point 7 of Goods and Service Tax clause of SCC (Page 131 of tender document )         | <ul style="list-style-type: none"> <li>Please remove the text highlighted in bold which would read as -</li> </ul> <p><i>“Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. <del>Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.</del>”</i></p>  |                 |                      | No change                                   |
| 8.      | Point 13 of Goods and   | TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable   |                 |                      | 1. For the addition of invoice wise details |



**Annexure-I**

| Sl. No. | Section, Clause Reference                                | Description as in the Bid  | Exception Taken                                 | Explanation Reason / | OIL's Response   |
|---------|--|--|---|----------------------|--|
|         | Service Tax clause of SCC (Page 132 of tender document ) | rate and a certificate as per rules for tax so deducted and <b>invoice wise details of TDS deducted</b> shall be provided to the contractor/Contractor. <b>Further, OIL shall ensure that necessary returns will be filed on time. In case of any loss of credit of GST TDS because of default of OIL, the same will be compensated to contractor.</b> |   |                      | of TDS, the same is to ensure timely reconciliation of TDS and GST compliances.<br><br>2. Further, with respect to timely filing of GST returns by OIL and loss of credit to the Contractor, the same is on account of ensuring adequate compliance and to safeguard the Contractor from any loss of GST on account of any default on the part of OIL.<br><br><b>No Change</b> |
| 9.      | 14.7 of GCC  | 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   | Contractor is a Fortune 500 reputed Company and |                      | No change  |

**Annexure-I**

| Sl. No. | Section, Clause Reference | Description as in the Bid  | Exception Taken   | Explanation Reason /  | OIL's Response |
|---------|---------------------------|--|---|---|----------------|
|         |                           | <p>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.</p> <p>Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.</p>   | <p>hence shall maintain insurances in line as required.</p>   |   |                |
| 10      | 14.8 of GCC               | <p>Contractor on demand from Company shall furnish the Insurance Policy certificate having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.</p> <p>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</p> | <p>Contractor cannot disclose its insurance policy, due to the nature of its confidentiality. Contractor is a reputed company with an efficient Global risk management team and will fulfill all obligations as</p> | <p>A contractor must share the policy terms and conditions in order to verify the adequacy of insurance cover as per terms of the contract.</p> <p>Alternatively, a waiver may be sought from the Contractor relieving OIL from any liability arising out of damage/loss to contractor's equipment/manpower</p> | No change      |

**Annexure-I**

| <b>Sl. No.</b> | <b>Section, Clause Reference</b> | <b>Description as in the Bid</b>  | <b>Exception Taken</b>   | <b>Explanation Reason /</b>      | <b>OIL's Response</b>   |
|----------------|----------------------------------|---|--|----------------------------------|-------------------------|
|                |                                  | account. However, Contractor is permitted to self insure its equipment and tools.   | mentioned in the contract .<br><br>This provision of self insure is always given by Oil in all its tenders | and third party person/property. |                         |
| 11             | 14.9 of GCC                      | To the extent of liabilities assumed by Contractor under the contract .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):<br><br>"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)" | For clarity  |                                  | Refer to<br>Corrigendum |



**Annexure-I**

| Sl. No. | Section, Reference                     | Clause | Description as in the Bid   | Exception Taken   | Explanation / Reason                   |
|---------|--|--------|---|---|--|
|         | 14.10 of GCC                           |        | <p>Please amend :</p> <p>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:<br/><u>“to the extent of the liabilities assumed by Contractor under this Contract.</u><br/>The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees”.</p>  | <p>This provision is always given by Oil in all its tenders</p> | <p>Refer to Corrigendum 11 issued.</p> |
|         | 14.13 & 14.14<br>14.16(iv) & 14.16(vi) |        | <p>These are not the standard requirement of Insurance clause in Oil’s tenders</p>  | <p>Please delete these clauses in its entirety</p>              | <p>Refer to corrigendum 11 issued.</p> |
|         | 16.0(b) of GCC                         |        | <p>Please amend :</p> <p>Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to <del>the cost of repairing or replacing defective equipment by the CONTRACTOR, or to</del> any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.</p> | <p>For clarity</p>  | <p>NO CHANGE</p>                       |

**Annexure-I**

| Sl. No. | Section, Reference    | Clause | Description as in the Bid   | Exception Taken  | Explanation / Reason |
|---------|-----------------------|--------|---|--|----------------------|
|         |                       |        |   |  |                      |
|         | 18 of GCC             |        | Please amend :<br><del>Except as otherwise expressly provided,</del> neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORS   | Consequential loss cannot have any exclusion.                        | NO CHANGE            |
|         | 19 OF GCC             |        | Its vague and onerous obligation on part of Contractor.   | Please delete this article   | NO CHANGE            |
|         | Clause 26.4iv) of GCC |        | Please amend as:<br>is developed by Contractor independently of the information disclosed by Company <del>which should be shared with the Company;</del>  | For clarity.This is not an R&D contract so we need such amendments . | NO CHANGE            |
|         | 31 of GCC             |        | Please amend :<br>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, <u>pandemic</u> , <u>quarantine</u> , terrorism, sabotage by | Standby cost should be paid to Contractor in such scenario           | NO CHANGE            |

**Annexure-I**

| <b>Sl. No.</b> | <b>Section, Reference</b> | <b>Clause</b> | <b>Description as in the Bid</b>  | <b>Exception Taken</b> | <b>Explanation / Reason</b> |
|----------------|---------------------------|---------------|---|------------------------|-----------------------------|
|                |                           |               | <p>persons other than the CONTRACTOR's Personnel; fires, explosions, ionizing radiation or contamination by radioactivity 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.</p> <p>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.</p> <p>Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.</p> <p>Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) 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 be binding upon the CONTRACTOR.</p> |                        |                             |

**Annexure-I**

| Sl. No. | Section, Reference | Clause | Description as in the Bid  | Exception Taken  | Explanation / Reason |
|---------|--------------------|--------|--|--|----------------------|
|         |                    |        | <p>Should either party decide not to terminate the Contract even under such condition, <del>no</del> payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]<br/>           Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.<br/>           If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.</p> |  |                      |
|         | 44.9 of GCC        |        | <p>Please amend :</p> <p>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 clause from <b>44.1 to 44.8</b> and in the event of such termination the Company shall <del>not be liable to pay any</del> all <u>direct unavoidable</u> cost or <del>damage</del> expenses <u>incurred by</u> <del>to</del> the Contractor <del>except</del> <u>including for</u> payment of services as per the Contract up to the date of termination including the <u>Demob cost, if any.</u></p>  | Contractor should also be compensated for for any unavoidable costs or expenses it has incurred as a result of such termination of the CONTRACT through no default on the part of Contractor | NO CHANGE            |

**Annexure-I**

| Sl. No. | Section, Reference | Clause | Description as in the Bid  | Exception Taken   | Explanation / Reason |
|---------|--------------------|--------|--|---|----------------------|
|         | GCC 23             |        | <p>Please amend :</p> <p><del>At Par with PBG validity or Till Three Months from the date of contract expiry</del></p> <p><u>Until Contractor's demobilization from Worksite.</u></p>  | <p>This sets out Contractor's warranty obligation, whilst giving sufficient protection to Company's warranty obligation.</p>  |                      |
|         | GCC 26             |        | <p>Please amend :</p> <p>LOSS OR DAMAGE TO HOLE In the event, the well is damaged by dropping of any tool/Coiled tubing/fish <del>or any</del> for reason of willful acts or Contractor's gross negligence, Contractor's liability shall be to carry out the operations as required for rectification of damage of the well to the reasonable satisfaction of company at Contractor's cost. However, no rate will be payable during the period.</p> <p>DAMAGE OR LOSS OF THE WELL SERVICING UNITS:</p> <p>a) The Contractor shall <del>at all times</del> be solely responsible for any damage to or loss or destruction of the Well Servicing Units and its other property <del>irrespective of how</del> <del>if</del> such loss, damage or destruction is caused, and even if caused by the <del>Gross nNegligence or Wilful Misconduct</del> of the agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and</p> | <p>Contractor shall be liable for such damage only when it occurs due to Contractor's Gross Negligence or Wilful Misconduct.</p> <p>These are standard clauses of Oil India</p> | NO CHANGE            |



**Annexure-I**

| Sl. No. | Section, Reference | Clause | Description as in the Bid   | Exception Taken | Explanation / Reason |
|---------|--------------------|--------|---|-----------------|----------------------|
|         |                    |        | <p>indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.</p> <p>b) If the Well Servicing Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage and the Contractor fail to replace the damaged unit(s) with the similar unit(s), this contract shall terminate in respect of the Well Servicing Unit(s) as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Well Servicing Unit(s), except for its payment of money then due or liabilities to be charged in respect of work already done under this contract in respect of that Well Servicing Unit(s). However, replacement for the damaged unit(s) shall be made within the stipulated time as mutually agreed.</p> <p>LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:</p> <p>Replace with :</p> <p><u>Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Willful Misconduct or Gross Negligence on the part of the contractor for loss to the contractor's equipment/ tool in hole below rotary table, subject to conditions prescribed herein below. Company shall</u></p> |                 |                      |

**Annexure-I**

| Sl. No. | Section, Reference | Clause | Description as in the Bid  | Exception Taken | Explanation / Reason |
|---------|--------------------|--------|--|-----------------|----------------------|
|         |                    |        | <p><u>reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of import (for foreign items)/ purchase invoice (for indigenous items) or CIF value declared in the contract in the list of imported items (for foreign items) whichever is lower for any such loss, less depreciation @ 3% per month or part thereof from the date of import invoice/indigenous invoice up to a maximum depreciation equivalent to 50% of CIF/Exworks value as indicated by the contractor.</u></p> <p><u>11.2 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 (Sample Copy Attached) to the extent that the particular equipment/tool in question is not covered by contractor's insurance.</u></p> <p><u>11.3 For claims of lost equipment/tools, contractor must intimate the Company of his 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. 11.4 OIL shall declare the Loss in Hole immediately after the fishing operation is called off upon non-retrieval of the downhole items and intimate the Contractor, so that replacement and</u></p> |                 |                      |

**Annexure-I**

| Sl. No. | Section, Reference | Clause | Description as in the Bid  | Exception Taken | Explanation / Reason |
|---------|--------------------|--------|--|-----------------|----------------------|
|         |                    |        | <p><u>claim for the loss of downhole items can be done within the stipulated time. The contractor should replace the lost tool(s) within a stipulated time of 30 Days from the date of declaration of Lost in Hole by the company, failing which Zero rate will be applicable thereafter. During this period, payment at the rate of 75% of the Standby rates will be payable for the set from the time of declaration of the LIH only if the backup tools are in operational conditions. The company at its discretion may decide on utilization of the set without the back-up tool(s) considering the operational urgency and in such case ODR will be paid till the replenishment of tool(s) and equipment by the contractor is done after due inspection and certification by the company's representative. However, during the course of utilization of the backup tools and the same fails to operate, zero rate will be imposed immediately until replacement is provided and operation resumes.</u></p> <p>FISHING:</p> <p><u>In the event of any of the Contractor's Equipment is lost / stuck in the well bore, then the Company shall, at its expenses, attempt to recover or retrieve the same , irrespective of cause. As and when the Company decides to fish for any of the Contractor's Equipment, then the Company shall have full responsibility and liability for such Operations, but the Contractor shall render</u></p> |                 |                      |

**Annexure-I**

| Sl. No. | Section, Reference | Clause | Description as in the Bid  | Exception Taken  | Explanation / Reason |
|---------|--------------------|--------|--|--|----------------------|
|         |                    |        | <p><u>assistance in an advisory capacity at all times in connection with such fishing operations. It is expressly understood between the Parties that the Contractor's personnel are not authorized or entitled to do anything other than to advise the Company in connection with such fishing operations and about any fishing tools which may be furnished by the Contractor at the Company's request. Furnishing of such fishing tools is solely as accommodation to the Company and the Contractor shall not be responsible or liable for any loss or damage which may result with the use of such tools or by reason of any advice or assistance provided to the Company by the Contractor or its personnel regardless of the cause of such loss.</u></p> <p>Please delete this clause in its entirety :</p> <p><del>OIL'S EQUIPMENT:-Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to Contractor, the Contractor shall compensate OIL suitably</del></p> | <p>This defect the purpose of knock for knock provision.</p> |                      |

**Annexure-I**

| Sl. No. | Section, Reference | Clause  | Description as in the Bid                      | Exception Taken  | Explanation / Reason |
|---------|--------------------|---|--|------------------|----------------------|
|         | Clause 27 of SCC   | <p><u>Please amend :</u></p> <p><u>Blowout or Crater :</u></p> <p><u>Please amend :</u></p> <p>While carrying out any well servicing operation, if any blowout or crater occurs due to <del>gGross n-Negligence</del> or <u>Wilful Misconduct of Bidder</u>, Bidder should take urgent necessary action to bring the well under control. If the bidder fails to control such situation and if OIL or any other third party is engaged, the Bidder shall bear the cost and expenses incurred thereon as mutually agreed upon and shall indemnify and hold company harmless in this regard. This provision is not to be interpreted as company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blowout, except as otherwise provided under the terms and conditions of the contract.</p> <p><u>POLLUTION AND CONTAMINATION:</u></p> <p><u>Please replace with :</u></p> <p><u>Notwithstanding anything to the contrary contained herein, it is understood and agreed by and in between the Contractor and Company that the responsibility for pollution or contamination shall be as follows: (i) The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor</u></p> | <p>These are standard clauses of Oil India</p> | <p>NO CHANGE</p> |                      |

**Annexure-I**

| Sl. No. | Section, Reference      | Clause   | Description as in the Bid   | Exception Taken                        | Explanation / Reason |
|---------|-------------------------|--|---|--|----------------------|
|         |                         |  | <p><u>shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below. (ii) The Company shall assume all responsibility for all other pollution and contamination (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, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.</u></p> |  |                      |
|         | <p>Clause 39 of SCC</p> | <p>Please amend :</p> <p>The Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to direct Contractor's equipment and personnel if Company's interest will demand so.</p> <p><u>Notwithstanding any provision herein to the contrary, Company shall indemnify Contractor for any injury, death, loss and damage arising out of Company's use of Contractor's equipment and/or personnel.</u></p> | <p>The scope of work doesn't include well control activities, which operate under different set of terms and conditions and rates.</p>  | <p>Refer to Corrigendum 11 issued.</p> |                      |

**Annexure-I**

| <b>Sl. No.</b> | <b>Section, Reference</b>      | <b>Clause</b>   | <b>Description as in the Bid</b>   | <b>Exception Taken</b> | <b>Explanation / Reason</b> |
|----------------|--------------------------------|---|--|------------------------|-----------------------------|
|                |                                |   | <u>Notwithstanding the foregoing, the scope of this Contract does not include well control services, which shall be performed under different but mutually acceptable terms and conditions and prices.</u> |                        |                             |
| 43             | Limitation of liability of GCC | Please amend :<br>Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts, (a) 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. (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 <del>100</del> <u>50</u> % of the <u>annualized</u> 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. (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and | This is a reasonable and fair cap  | NO CHANGE              |                             |

**Annexure-I**

| <b>Sl. No.</b> | <b>Section, Reference</b> | <b>Clause</b> | <b>Description as in the Bid</b>   | <b>Exception Taken</b> | <b>Explanation / Reason</b> |
|----------------|---------------------------|---------------|--|------------------------|-----------------------------|
|                |                           |               | liabilities in excess of the aggregate liability amount in terms of clause (b) above |                        |                             |

.....

| <b>Sl. No.</b> | <b>Section, Reference</b> | <b>Clause</b>                | <b>Description as in the Bid</b>  | <b>Exception Taken</b>   | <b>Explanation / Reason</b> |
|----------------|---------------------------|------------------------------|---|--|-----------------------------|
| <b>CAG</b>     |                           |                              |   |  |                             |
|                | <b>Page No. 56</b>        | <b>Clause 12.3.1 of GCC-</b> | 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 excluding GST levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time . | <ul style="list-style-type: none"> <li>• Please insert in bold and strike out as per below, as this is in contradiction of Point 3 of Goods and Service Tax clause in SCC:</li> </ul> <p>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 excluding GST levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work</p> | NO CHANGE                   |



**Annexure-I**

| <b>Sl. No.</b> | <b>Section, Clause Reference</b>              | <b>Description as in the Bid</b>   | <b>Exception Taken</b>  | <b>Explanation / Reason</b> |
|----------------|---|--|---|-----------------------------|
|                |   |  | done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.  |                             |
|                | <b>Page No. 84 of GCC<br/>Clause : (44.9)</b> | 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 upto the date of termination. | <del>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 upto the date of termination.</del> | NO CHANGE                   |

**Annexure-I**

| Sl. No. | Section, Clause Reference                                  | Description as in the Bid   | Exception Taken  | Explanation / Reason |
|---------|--|---|--|----------------------|
|         |  |   |  |                      |
|         | <p><b>Page No. 127 of SCC</b><br/><b>Clause No. 40</b></p> | <p>Contractor shall take utmost care for the shifting of the equipment from the base camp to the first location and/or subsequent location(s) and back to the base camp within the specified time. The essence of time is important in this contract. The equipment to be shifted from one location to another location and also from the base as per the advice of Company's Representative and Contractor shall not take more than 1 hour per 15 km during shifting of their equipment. The excess of the stipulated time attracts penalty as mentioned in Clause no. 16.0 of Section- III.</p> | <p>Contractor shall take utmost care for the shifting of the equipment from the base camp to the first location and/or subsequent location(s) and back to the base camp within the specified time. The essence of time is important in this contract. The equipment to be shifted from one location to another location and also from the base as per the advice of Company's Representative <del>and Contractor shall not take more than 1 hour per 15 km during shifting of their equipment. The excess of the stipulated time attracts penalty as mentioned in Clause no. 16.0 of Section- III.</del></p> | <p>NO CHANGE</p>     |
|         | <p><b>Page No. 121 of SCC</b><br/><b>Clause No. 29</b></p> | <p>a) Shut down/break down of any well servicing unit(s) during any operation <del>or during shifting to the desired location for operation.</del></p>  | <p>a) Zero rate for the entire well servicing unit(s) involved in the job (s) for the period of shut down on pro-rata basis <del>plus penalty of 15% of the sum of operating day rate and Daily</del></p>  | <p>NO CHANGE</p>     |

**Annexure-I**

| Sl. No. | Section, Reference         | Clause               | Description as in the Bid  | Exception Taken  | Explanation / Reason |
|---------|----------------------------|----------------------|--|--|----------------------|
|         |                            |                      |  | <del>Rental Charges for the entire unit(s) involved in the job.</del>  |                      |
|         | <b>Page No. 121 of SCC</b> | <b>Clause No. 29</b> | b) Shut down of any operation due to non-availability of well servicing unit(s)/manpower/down hole tools/ spares /consumables etc. | b) Zero rate for the entire well servicing unit(s) involved for that particular job for the period of shut down <del>on pro-rata basis plus penalty of 15% of the sum</del> of operating day rate and Daily Rental Charges for the entire unit(s) involved in the job. | NO CHANGE            |



| Sl. No. | Section, Reference         | Clause               | Description as in the Bid                       | Exception Taken  | Explanation / Reason |
|---------|----------------------------|----------------------|---|--|----------------------|
|         | <b>Page No. 121 of SCC</b> | <b>Clause No. 29</b> | e) Delay in shifting of well servicing unit(s). | e) <del>Any delay in shifting of well servicing unit(s) beyond the standard, as stipulated in Clause no. 17.0 of Section III, penalty at the rate of 5% per hour of total cost for shifting charges payable for that particular well servicing unit/units. Note: i) If the delay in shifting leads to delay in well operation, the penalty as per clause b) above will also be</del> | NO CHANGE            |

**Annexure-I**

| <b>Sl. No.</b> | <b>Section, Clause Reference</b>                                    | <b>Description as in the Bid</b>  | <b>Exception Taken</b>  | <b>Explanation / Reason</b> |
|----------------|---|---|---|-----------------------------|
|                |   |   | <del>applicable together with clause e).ii) No shifting charges shall be paid if the delay in shifting is more than 6 hours than the stipulated time.</del> |                             |
|                | <b>Page No. 11(v) of Terms of Reference</b><br><b>Clause No. 98</b> | Contractor shall provide adequate security personnel to safe guard their own equipment & accessories at camp & work site. | Contractor shall provide adequate security personnel to safe guard their own equipment & accessories at camp & <u>Contractor's base work site.</u>          | NO CHANGE                   |



**Annexure-I****Vendor: M/s NESR**

| <b>SL No</b> | <b>Clause Reference</b> | <b>Description as in the Tender</b>   | <b>Clarification / Modification Proposed and Remarks</b>  | <b>OIL's response</b>          |
|--------------|-------------------------|---|---|--------------------------------|
| 1.0          | 6.1                     | In relation to the BEC criteria for evaluation, it mentions that both option 1 and option 2 would be evaluated separately and accordingly awarded to the lowest bidder  | In this situation if any bidder is say L2 in one and L1 in one and combined is L1 then that bidder is still going to lose one unit. In addition, this would also mean higher outgo for OIL. If you incorporate to evaluate Option 1+ Option 2 then it can be beneficial to OIL  | No change                      |
| 2.0          | 3.5                     | The bidders must confirm their compliance in their "technical" bid to complete the mobilization within 90 (Ninety) days from the date of issue of Mobilisation Notice. Offers without confirmation of stipulated mobilization time or with mobilization time more than 90 (Ninety) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid. | In relation to the Mobilization time, considering that OIL is requesting for new equipment, please note the manufacturing time is high for new equipment. Request you to please change the mobilization time from 90 days to 150 days or please accept the option of refurbished equipment. In this way can mobilise as per the given timeline. | Refer to Corrigendum 11 issued |

**Annexure-I**

|     |            |  |   |  |   |
|-----|------------|--|---|--|---|
| 3.0 | New clause |  | Separate Line item for Invoicing of Nitrogen Consumption is not available in Price Matrix, The Line item which is available is only for the Rental of Nitrogen unit and does not specify on what basis Consumption of nitrogen to be Invoiced to OIL. Kindly request to add additional Line item for Nitrogen consumption or else confirm mechanism of billing for Nitrogen   |  | Refer to the revised Price Bid uploaded |
| 4.0 | 1.2.28     | 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) by the senior management of an 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. |  | No change                               |

**Annexure-I**

|     |    |  |  |  |           |
|-----|----|--|--|--|-----------|
| 5.0 | 16 | 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.                             | 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)   |  | No change |
| 6.0 | 19 | 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. | In the event, CONTRACTOR's fails to provide the services as per the Contractual scope, terms and conditions, fails to commence to remedy such failure within 7 (seven) days from receipt of COMPANY's written request to do so, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the reasonable difference in documented 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. |  | No change |

**Annexure-I**

|     |      |  |   |  |           |
|-----|------|--|---|--|-----------|
|     |      |  | 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. Notwithstanding anything herein to the contrary CONTRACTOR maximum liability under this Clause 19.0 shall not exceed 100% of the quoted price for such services                                  |  |           |
| 7.0 | 30.b | The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.   | Kindly delete this entirely   |  | No change |
| 8.0 | 38   | 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. Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME): 1) Except as otherwise provided elsewhere in the contract, 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 | The CONTRACTOR shall be liable for all surface pollution to the extent caused by CONTRACTOR's negligence and originating from CONTRACTOR's equipment or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract. Please amend as |  | No change |



**Annexure-I**

|     |      |   |   |  |                  |
|-----|------|---|---|--|------------------|
|     |      | <p>thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder: 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. 3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration. 4) The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any) Number of Arbitrator Appointing Authority Upto Rs.25.00 Lakh Not applicable Not applicable Above Rs.25.00 Lakh Upto Rs.25 Crore Sole Arbitrator OIL Above Rs. 25 Crore.3 Arbitrators One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators</p> | <p>follows: 4. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and Number of Arbitrator Appointing counter claim, if any) Authority Upto Rs.25.00 Lakh Not Applicable Not Applicable Above Rs.25.00 Lakh Upto Rs.25 Crore Sole Arbitrator jointly by both parties Above Rs. 25 Crore 3 Arbitrators One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two arbitrators</p> |  |                  |
| 9.0 | 27.4 | <p>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</p>  | <p>Kindly delete this entirely as Invoice is certified by Company Man before hand</p>   |  | <p>No change</p> |

**Annexure-I**

|      |         |   |  |  |                                 |
|------|---------|---|--|--|---------------------------------|
|      |         | to any item or items the validity of which COMPANY questions  |  |  |                                 |
| 10.0 | 27.5    | INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.  | Kindly amend the due date to 30 Days from the date of submission of Invoice  |  | No change                       |
| 11.0 | 27.6    | 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   | Kindly delete this clause as Invoice Submission is Online on OIL Portal  |  | No change                       |
| 12.0 | 12.3.9  | CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable). | Kindly delete this clause as it is not relevant, we will not be supply anything against this Contract to OIL and also OIL is not eligible for Input Credit |  | No change                       |
| 13.0 | 12.3.11 | In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority   | Kindly delete this as the Contract do not have any Imported goods provision  |  | No change                       |
| 14.0 | 14.12   | Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below: "No person shall take out or renew any policy of insurance in respect of any property in India or any   | Kindly delete this clause  |  | Refer to Corrigendum 11 issued. |

**Annexure-I**

|  |  |   |  |  |  |
|--|--|---|--|--|--|
|  |  | ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government". The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted. |  |  |  |
|--|--|---|--|--|--|

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**Vendor: M/s Jaybee Energy Pvt Ltd**

| SL No | Clause Reference | Description as in the Tender   | Clarification / Modification Proposed and Remarks   | OIL's response  |
|-------|------------------|--|---|---|
| 1     | 7.0              | Restrictions on Procurement from a Bidder of a Country which Shares Land Border With India | As our present CTU, NPU and FPU units are imported from China we have to purchase spares and additional equipments from China. Also we have placed order for new set of CTU,NPU and FPU units from China and are waiting for delivery. Kindly clarify whether the said clause shall be violated in that case of purchase from Chinese Vendors.  | Please be guided as per Govt.'s Office Memoradum no F.18/37/2020-PPD dated 8th Feb' 2021 (available at govt. website) |
| 2     | 3.5 of BEC       | MOBILISATION TIME  | The bidders must confirm their compliance in their "technical" bid to complete the mobilization within 90 (Ninety) days from the date of issue of Mobilisation Notice. Offers without confirmation of stipulated mobilization time or with mobilization time more than 90 (Ninety) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid. | Refer to revised BEC  |

**Annexure-I**

|   |               |         |  |  |                      |
|---|---------------|---------|--|--|----------------------|
| 3 | 3.4 of<br>BEC | Vintage | All major equipment offered for this tender i.e. coiled tubing unit, nitrogen pumping unit and fluid pumping unit with heating facility should be of recent manufactured not before 01.08.2017. In support of vintage of offered equipment, the bidder shall submit an undertaking confirming that the offered equipment (i.e. coiled tubing unit, nitrogen pumping unit and fluid pumping unit) are not manufactured before 01.08.2017 and that ownership of the equipment is in the name of the bidder. The bidder shall also submit relevant documents mentioning the make and model details and the date of manufacture of the equipment with documentary proof of ownership of the units. |  | Refer to revised BEC |
|---|---------------|---------|--|--|----------------------|