

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

**AMENDMENT NO. 1 DATED 07.08.2021 TO E-TENDER NO. CNI7579P22 for ‘Hiring of 1400HP rig package for 2 years (with provision of 1-year extension) for Drilling in Dima Hasao (OALP-III) and Karbi Anglong (NELP-IX) Blocks’.**

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This Corrigendum is issued for incorporation of the following details against the referred tender:

1. The following document has been newly uploaded in the “Amendments” folder in E-portal:
  - OIL’s response to the queries of the Pre-Bid conference held on 28.07.2021.

All other 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 28.07.2021**

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
<b>Part-2: BEC/BRC</b>					
1.	Clause 3.1.2.5 Page No. 23	Further, the drilling unit (s) offered should have a residual life of 7 years as on the bid closing date of the tender. The bidder's declaration on the present condition of the offered drilling unit and its residual life along with a certificate issued by an internationally reputed inspection and certification agency listed in Para 3.1.2.6 below to this effect should be submitted. The certificate should clearly indicate the residual life broadly of the mast, all engines, draw -works, rotating system, hoisting system, mud pumps, tackle system, BOPs, service engine and pump, motors etc. In case offer is made for a brand-new rig, the certificate for residual life is not necessary.	Kindly provide Format/Proforma of the certificate of rig package indicating residual life	Shall be provided. Addendum will be issued.	Please refer to subsequent Amendment
2.	Clause 3.1.9 Page No. 26	<b>Mobilization</b> : The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within <b>150 days from the date of Mobilisation Notice from OIL after issuance of Letter of Award (LOA) [refer Proforma -S]</b> . Payment towards mobilisation of the rig package shall not exceed	Kindly confirm the following:  1. Time frame for issuance of mobilization notice after issuance of LOA.	Shall Review and revert.	1.0 The notice shall be issued at the earliest possible date after issuance of LOA. Shall be taken care of bid validity etc. in mutual consultation with successful party.

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		<p>7.5% of the total contract price for 2 years. However, mobilization charges if quoted in excess of 7.5% of the estimated contract cost, the excess amount shall be paid at the end of the contract. The date on which Contractor's Rig &amp; accessories along with the personnel, tools and equipment etc. are properly positioned at the drilling location, rig up operation is completed and <b>the well is actually spudded in will be treated as completion of mobilization.</b></p> <p>Offers indicating mobilisation time more than <b>150</b> days from the date of Mobilisation Notice after issuance of Letter of Award (LOA) will be summarily rejected.</p>	<p>2. Mobilization time should be 180 days from the date of mobilization Notice after issuance of LOA as more time will be required in arrangement of tools/spares/ services from overseas amid the pandemic situation</p>		<p>Clarified. No change in tender clause.</p> <p>2.0 Mobilisation time period from the date of issue of Mobilization notice after issuance of LOA is revised to 180 (one hundred and eighty days) from current 150 (one hundred and fifty days) considering the prevailing COVID pandemic situation. Please refer to subsequent Amendment</p>
<b>Part-3, Section-I: GCC</b>					
3.	Clause 14.0, 14.1 to 14.16 page-54 -57	<p><b>14.0 INSURANCE</b></p> <p><b>14 .1</b> CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows: Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to</p>	<p>More clarification required on the clauses under the head of Insurance specially under clause no. 14.5, 14.9,14.10,14.12,14.13,14.14 and 14.16</p>	<p>Clause 14.10 noted if any changes required then corrigendum will be issued.</p> <p>Other clauses clarified.</p>	<p>No change in tender clauses.</p>

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		time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works -----			
4.	Clause no. 30 Page 67 - 68	<p><b>TIMELY MOBILISATION AND LIQUIDATED DAMAGES:</b></p> <p>a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified ----- ----- including sub clause (b) below, the right to terminate the contract.</p> <p>b) If the contractor is unable to mobilize/deploy and commence ----- -----, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall ----- -----Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.</p>	<p>Kindly consider the following:</p> <p>1. Any time lost in Force Majeure Condition and any cause of delay in mobilization that is not attributed to Contractor during mobilization period, the same is to be excluded from the total time taken in mobilization. Kindly provision the above in the tender</p> <p>2. The Liquidated damage should be calculated on 1st year Contract value including the mobilization cost instead of total contract value. Kindly provision the above in the tender.</p>	Shall Review and revert.	<p>Party shall raise request for waiver of LD in such situation and Company will decide on the merit of the request.</p> <p>No change in tender clauses</p>

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<b>Part- 3, Section-II: Scope of Work</b>					
5.	Clause 7.1 C, NB Page-91	<b>NB under clause (C):</b> If any bidder offers Top Drive System (TDS) of suitable capacity with the rig package, the maintenance of TDS along with spares shall be the sole responsibility of the bidder at their own cost. Any shut down in operations due to TDS will attract Nil Day Rate (NDR) as per clause 9.0 in Section- IV.	TDS should be made mandatory for drilling overall cost effectively.	No change.	No Change in tender clause.
6.	Clause 7.1 G, 2.  Page- 93	Suitable length 3.1/2" ID x 5000 psi WP vibrator hose.	Kindly confirm acceptance of 3 -1/2" ID x 5000 psi steel pipe in place of vibrator hose.	Noted.	Acceptable with the condition that it does not affect any other parameters (pressure, volume etc.) and operations.
7.	Clause 7.1 G, 17 Page-94	All delivery lines and fittings shall be NDT inspected as per API standard &/or OISD standards every 6 months of drilling. The Contractor shall also provide documentary evidence of API standard &/or OISD standards inspection carried out on tubular, rotary substitutes & all hoisting equipment at the time of mobilization.	The NDT of all delivery lines and fittings as per API/OISD standard is possible at the time of mobilization only. Subsequent NDT of the delivery lines is not possible in 6 months intervals.	Review and revert.	Statutory requirements need to be followed, if any.
8.	Clause 7.1 H), 2.(xi)  Page-95	Powerpacks not falling in the above category (above 1000KVA DG sets): Test report/certificates to be provided conforming to latest CPCB standard.	Kindly confirm the certifying authority who will test and certify its conformity to	Review and revert.	Certificate issued by OEM conforming to latest CPCB standards.

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			the latest CPCB standard.		
9.	Clause 7.2, 1.A.(iii), Page-97	13.5/8"x10000 psi Annular/Spherical BOP (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only), 1 No. with top & bottom flange of 13.5/8" x 10 M Working Pressure .	Kindly check and revise the pressure rating of 13-5/8" Annular BOP as 5000 psi with 10000 psi crossover spool/adaptor/flange.	Review and revert.	01 (one) 13.5/8"x5000 psi Annular/Spherical BOP of listed make with 01 (one) single RAM BOP 13.5/8"x10000 psi will be acceptable in place of 13.5/8"x10000 psi Annular/Spherical BOP. Amendment is done in line with current Rig contracts running under FHQ.
10.	Clause 7.2, 1.A. <b>Note under BOP section,</b> Page-99	Note: BOPs should be either new or refurbished / re -certified as per OISD standards. The certificate should be valid throughout the contract period.	Kindly provide a copy of latest OISD standards	OISD -RP-174. (clause no 6.0)	OISD -RP-174 (clause no 6.0)
11.	Clause 7.2, 2. A), Page-101	<b>DRILL PIPE / PUP JOINT (AS PER API SPEC 5D)</b>  OIL prefers new/unused Drill pipes and Pup joints. Supporting document in the form of manufacturer's certificate to this effect should be forwarded prior to mobilization for new/unused drill pipes & drill pipe pup joints. However, Premium grade drill pipes & drill pipe pup joints with	No Govt authorized registered agency for undertaking NDT is not available in Assam/India. So kindly replace " Govt authorized registered agency" with "reputed agency"	Review and revert.	Please refer to subsequent Amendment

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		successful NDT inspection report not older than one year on the date of mobilization, as per API standard by Govt. authorized registered agency with documentary evidence may be offered. OIL reserves the right to inspect at random and verify through independent NDT inspectors for acceptance. In case of non -acceptance of the drill pipes & drill pipe pup joints due to any discrepancy, contractor shall have to re -inspect the whole drill pipes and drill pipe pup joints in presence of OIL's representative at their own cost.			
12.	Clause 7.3, C(b), Page-116	<b>Water Supply:</b> The contractor shall be responsible for arranging suitable capacity pump (Min. 02 Nos.) for drawing source water from below ground level with all necessary piping, and other set -up. The Contractor shall be responsible for procuring, transporting and storing/supplying adequate quantity of both drill / potable water to well site / campsite at their cost. The company shall in no way be responsible for any water arrangement whatsoever at well site / campsite.	Kindly confirm chance of availability of water below ground level at well plinth or must be arranged from other source of both drill/potable water to well site/campsite.	Noted.	As OIL is new to this area, parties are requested to visit the well site area and assess the source water availability on their own.
13.	Clause 7.3, E.3. Page-122	The treatment process shall be of chemical separation and mechanical separation. The treatment of liquid effluent may be by coagulation & flocculation and Reverse Osmosis (RO) methods; however, the treated effluents shall meet norms of CPC B guidelines.	METP having treatment process for treatment of liquid effluent by coagulation & flocculation (without RO) method meeting norms of CPCB	No change.	No change in tender clause.

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			guidelines is acceptable.		
14.	Clause 7.6, O  Page-131 - 141	<b>O. PERSONNEL TO BE DEPLOYED</b>			
	I (15)	Telephone Attendant	This requirement should be deleted	Noted.	Please refer to subsequent Amendment
	III	Experience requirement for Tool Pusher, Tour Pusher, Drilling and Assistant Driller	Relaxation suitably in requirement of total years of experience for personnel having graduate in Engineering for the position of Tool Pusher, Tour Pusher, Drilling and Assistant Driller	Review and revert.	Please refer to subsequent Amendment
15.	Clause 7.6, P. Page-141	<b><u>SECURITY SERVICES:</u></b>  Contractor shall be wholly responsible for complete Security of all personnel inside the well location/camp boundary including their Rig Packages, Base camp and during ILM, operation, transit etc. and arrange suitable and comprehensive security services accordingly on round the clock basis for their personnel and equipment/ material throughout the tenure of	Kindly confirm requirement of deployment of Armed Security	Review and revert.	Requirements / modality of security arrangements shall have to be decided and arranged by the parties based on their assessment of the prevailing situations in the area of operation.



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		the contract. All security related issues shall be dealt by the Contractor on their own including dealings with the Government agencies. The Contractor shall provide pre -fabricated XPM/ Panel re - usable type fencing, gate at drill site, camp site etc. Company in no case will be involved in security related issues relating to Contractor's personnel and equipment/ material. Contractor shall also be responsible for safety and security of Company's personnel, equipment/ material etc in the well-site and camp site.			
<b>Part-2: BEC/BRC</b>					
16.	Clause 3.1.2.4 , Page – 23	.....the offered rig package shall not be in 'idle' condition (not in operation) in the preceding 7 years period reckoned from the original Bid closing date.	Request to kindly clarify the requirement - whether the rig should not be idle for the entire stretch of preceding 7 years or not idle for a day in preceding 7 years, which is not possible as no contract is for more than 2-3 years.	It is for the entire stretch of preceding 7 years.	Clarified.

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17.	Note (ii) to Clause 3.4.3 , Page – 31	Bidders quoted for multiple rig packages....rig package meeting the quality parameters with the least marks obtained under QCBS (under parameters of S1 Nos. 4 and 5 combined) shall be considered under QCBS evaluation.	As described vide Clause 3.4.3, the term <b>Quality</b> is broadly classified into bidder's overall experience of drilling with min. 1400 HP Drilling rig in terms of years, no. & depth of wells, qualification of Rig Manager etc. Please clarify as to how you intend to segregate the same rig wise in case multiple rig are offered.	Review and revert.	Offered each rig along with manpower shall be evaluated individually.  No change. Clarified.
18.	Clause 3.5.3 (c), Page – 32	Payment towards Rig Repair Day Rate and Stack Day Rate each shall not exceed 50% (Fifty percent) of Operating Day Rate.	Limitation of Rig Repair Day Rate at 50% of Rig Operating Day Rate is very less. Request to kindly amend it to 75% of Rig Operating Day Rate.	No change.	Not agreed. No Change in tender clause.

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19.	Clause 3.5.5 (d), Page – 34	If more than one Rig (maximum up to three rigs) is offered by a bidder then individual Rigs would be techno-commercially evaluated.	Said clause is contradictory to provisions of Clause 3.1.2.2 iv) of BEC, Page 22-23 which restricts offering of 2 rigs only. Kindly clarify the max. no. of rigs that can be offered by a bidder for this tender.	Typo. Maximum 02 rigs for this tender.	Please refer to subsequent Amendment
<b>Part-3, Section-I: GCC</b>					
20.	Clause 1.2.10, Page 41 & Clause 22 of SCC, Page 176	<b>Firm Price</b> There shall be no escalation in day rates throughout the duration of the Contract including extension, on account of any price increase in fuel/lubricants etc.	With daily change in fuel rates, it is difficult to factor in the fuel rate fluctuations and build the same in rates. Hence request to provision for adjustment in prices on account of any increase/decrease in fuel prices considering the rates of HSD on bid submission date as the base rate. Kindly consider & amend said Clause(s) accordingly.	No change. Review and revert.	No change

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21.	Clause 19 to be read with Clause(s) 45 & 46 of GCC, Page(s) 61 & 84 resp.	<p><b>RISK PURCHASE:</b> 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 &amp; cost and the difference in cost shall be borne by the Contractor.</p>	As per standard industry practice, only recourse available to Company is termination of contract vide Clause(s) 44.5/44.7 of GCC and forfeiture of PBG. We do not accept provisions of the said clause. Request to kindly delete all such clause(s).	Noted and clarified.	Clarified. No change.
22.	Clause 27.11, Page 65 & Clause 6.14 of SCC, Page 147	<p>For payment of demob charges, contractor's invoice should be accompanied with –</p> <ul style="list-style-type: none"> <li>a) Audited account up to completion of Contract.</li> <li>b) Tax audit report for the above period as required under Indian Tax Laws.</li> </ul>	It is practically not possible to submit any audited tax report for any interim period/contract. Kindly amend the same to read as Self certification of compliance with Rules & Regulations laid down by statutory authorities instead of Tax audit report.	Certificate from practicing Chartered Accountant will be accepted.  a) No disputes/litigation related to the contract b) Tax clearance certificate.	Clarified.

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23.	Clause 30 (b), Page 68	<b>Liquidated Damages</b> - @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.	As per standard industry practice for contracts in excess of 01 year, LD should be on annualized contract value and not the Total Contract Value. Request to kindly consider and amend the LD charges accordingly.	Review and revert.	No change in tender clause.
24.	Clause 31, Page 68-69 & Clause 7.1 of SOR, Page 183	<b>Force Majeure</b> 'Force Majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.	Payment of Force Majeure rate should not be limited to the first 15 (fifteen) days of the FM event & paid for minimum 30 days in line with industry practice.	Review and revert.	Not agreed. No change.
25.	Clause 38, Page 74	<b>POLLUTION &amp; CONTAMINATION</b>  ...it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for: a) Damage to or loss of any reservoir or producing formation; and/ or b) Damage to or loss of any well; and/or	As per prevalent industry practice, Contractor even in case of wilful misconduct or criminal misconduct and/or gross negligence is indemnified for damage to or loss of –  a) Damage to or loss of any reservoir or	Review and revert.	Not agreed. No Change.

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		<p>c) Any other subsurface damage or loss; and/ or  d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.</p>	<p>producing formation; and/ or  b) Damage to or loss of any well; and/or  c) Any other subsurface damage or loss.</p> <p>Provisions of Clause 11.3 G) of SCC, Page 152-153 shall govern contractor's liability in event of "Damage to or loss of any well" due to negligence of Contractor.</p> <p>Request to kindly amend the clause accordingly.</p>		

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26.	Clause 44.9, Page 83	<b>Termination by Company without Cause</b>	Such termination with notice (at Company's convenience) is not acceptable as the contractor makes substantial investment in the project & the recovery is spread over the entire primary duration. Any such early termination is liable to make the project unviable.	Clarified and no change.	Not agreed. No change.
<b>Part- 3, Section-II: Scope of Work</b>					
27.	Clause 7.2 M a. iv), Page 108	.....loading / unloading, stacking etc. at well site of these consumables shall be carried out by the contractor, as and when required, with the help of Contractor's crane.	Contractor shall provide crane & trailer for loading, offloading and stacking / placement of equipment and material under supervision of Company or its third-party representative.	Noted and agreed.	Clarified.

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28.	Clause 7.2 M b. iv), Page 109	The contractor must provide at their cost, equipment & services of the following minimum number (Vintage of items not more than 5 years):	Request to kindly remove the pre-condition of vintage & allow vehicles with applicable fitness certificate to be deployed.	Agreed. Addendum will be issued.	Please refer to subsequent Amendment
29.	Clause 7.2 M b iv) d, Page 109 & Sl. No. III.4 of Resp. Matrix, Page 221	During Inter-location Movement, any left-out consumables including but not limited to.... transported between locations by the Contractor	Company to specify the max. truck/trailer loads of Company & its third-party equipment to be considered inclusive in rates for transfer during ILM. This shall help us in cost estimation for bidding. Further Contractor shall not be responsible for damage of items / equipment in transit.	review and revert regarding no of loads only.	Normally OIL caters for its own requirements. However, during unforeseen situations, number of loads should not be more than 05 (five) for a well.
30.	Clause 7.2 N a) (i), Page 111 & Clause 7.6 N ii), Page 131	<ul style="list-style-type: none"> <li>The Contractor shall provide, at his cost a Barytes loading platform with shed to facilitate storing and mixing of mud chemicals at well site. The size of the platform should be 700-800 sq. ft. to accommodate around 30 MT of Barites and 10 MT of Bentonite.</li> <li>The Contractor shall provide one no. chemical godown with floor space of approx. 660 Sq. ft. of appropriate dimensions with</li> </ul>	Since all the civil ancillary jobs are Company's responsibility, OIL is requested to provide Barytes loading platform with shed and chemical godown at well site.	No change.	Not agreed. No change.



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		proper raised brick soled cemented/ wooden flooring for storing of chemicals, LCM etc			
<b>Part-3, Section-III: SCC</b>					
31.	Clause 2.2, Page 142	The contractor will advise readiness for commencement of mobilization / shipment to company after the <b>commencement date</b> , at least 3 days before actual mobilization / shipment commences.	To enable the clause to convey its intended purpose, word “commencement date” needs to be amended to “effective date”.	Noted and agreed.	Please refer to subsequent Amendment
32.	Clause 6.9 of SCC, Page 146	Payment of monthly invoices, if undisputed, shall be made within 45 days.....	Request to kindly consider payment of undisputed monthly invoices within 30 days.....	Review and revert.	Please refer to subsequent Amendment
33.	Pt. 6 of Clause 11.2 of SCC, Page 151	Contractor will provide electricity at both drill-site and campsite for meeting both Contractors' as well as Company's & Company's third-party requirement.	Request to kindly specify the electrical load requirement of Company's & Company's third-party requirement both at rig & camp site separately.	Noted.	Parties have been explained about the allied services for which accommodation of maximum 20 personnel shall have to be arranged. Accordingly, power for the required bunks needs to be estimated by the bidders.

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					Additionally, power requirement for the ETP under special situation shall have to be taken care of.
34.	Clause 11.3 (C) of SCC, Page 151-152	....damage to or loss, of the Drilling Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor.....	The said clause does not provision for reimbursement to contractor in event of LIH. Company to provision for reimbursement of LIH of contractor equipment in line with industry standards.	Review and revert.	Please refer to subsequent Amendment
35.	Clause 16.2.3 of SCC, Page 170	Ingress and Egress at location.	Time lost due to denial of Ingress/Egress for reasons attributable to Company including but not limited to – <ul style="list-style-type: none"> <li>• Villager’s problem</li> <li>• Condition of the approach road etc.</li> </ul> to be paid at Standby rate as no rate is specified in the tender document for such	Review and revert.	Not agreed. However, Company shall resolve issues attributable to the Company at the earliest possible time.

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			denial of Ingress/Egress.		
36.	Clause 19.2 of SCC, Page 173	..... OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.	In case of rejection of EC for reasons not attributable to the Contractor, Basic Customs Duty to be borne by Company. Kindly amend the last sentence of Clause 19.2 as under – <i>“If, notwithstanding the exemptions available under the Notifications, the Contractor is prevented from importing into India any item of the Contractor’s Equipment required for the performance of this Contract without payment of customs duty thereon, the Contractor shall immediately notify the</i>	Clarified.	Clarified.

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			<p><i>Company. In such circumstances any customs duty payable in respect of such item shall be borne by the Company, unless such failure to obtain custom duty exemption has arisen as a result of fault on the part of the Contractor or failure to comply with the provisions of Clause 19.1"</i></p>		
37.	Clause 28.3 of SCC, Page 177	The ILM charge shall be discounted by 5% for each day's delay beyond the standard, as stipulated in 19.1 of total cost for inter-location movement rate	<p>Since payment of ILM Charges is lump sum, so no contractor intentionally delays the ILM. Delay happens due to reason beyond the control of Contractor. The clause is unfairly penalizing the contractor, Request to withdraw the discount on ILM charges or reduce it to 1% for each day's delay beyond the standard time.</p>	Review and revert.	Not agreed. No change.

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<b>Part-3, Section-IV: SOR</b>					
38.	Clause 6.1 (a), Page 182	..... The spacing between wells at surface in cluster well plinth is around 15 m.	Kindly amend the distance to <b>18 m</b> in line with that mentioned vide Clause 3.1.2.3 of BEC, Page 23	Noted.	Please refer to subsequent Amendment
<b>Proformas and Annexures</b>					
39.	Proforma – T, Page 205	<b>EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER</b> Experience in providing Seismic Data Acquisition during last seven (7) years preceding the original Bid Closing date:	Kindly change the wording to “Drilling Rig Services” instead of “Seismic Data Acquisition”.	Typo.	Please refer to subsequent Amendment
40.	Proforma – X, Page 210	<b>DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT</b>	Request to specify the rationale for seeking such details. Also specify if any supporting documents are to be submitted in support of the commitments listed therein.	Noted. review and revert.	Please refer to subsequent Amendment

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41.	Sl. No. III.9 & 11 of Responsibility. Matrix, Page 222	<ul style="list-style-type: none"> <li>• <b>Cementing &amp; cementing Services</b></li> <li>• <b>Mud Services Facilities</b></li> </ul>	Since this services are being arranged by Company from other service provider(s), request to remove the same “from & at cost of Contractor” to avoid ambiguity.	Noted. review and revert.	Clarified. This is to deal with emergency situations only.
<b>Part-3, Section-I: GCC</b>					
42.	Sub Clause 30 b), Page-68	If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price	If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum	Will be looked into and if any change required then addendum will be issued.	No change in tender clause.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			equivalent to @ 0.5% of annualized contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the annualized contract price		
43.	Clause 42.4, Page-79	Resolution of disputes through conciliation by OEC  (Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)	Resolution of disputes through conciliation by OEC  (Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs)	Noted and shall be communicated if any change.	No change.
<b>Part-2: BEC/BRC</b>					
44.	Clause 3.1.2.4, Page-23	The offered rig(s) should not be more than 15 years old. Bidders must submit the certificate of year of manufacture from the rig manufacturer. Further, the offered rig package should not be in 'idle' condition (not in operation) in the preceding 7 years period reckoned from the original bid closing date.	Request OIL to amend the Clause in line with Tenders of ONGC as per the following:  We request OIL to accept Rigs older than 15 years. ONGC also accepting Rigs older than 15 years. Please find below Clause B.1.6 of BEC for ONGC	Addendum will be issued in line with OIL policy.	No change in vintage time. However, amendment shall be issued for list of critical items for which vintage clause is applicable.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>tender No. BN6AC21001.</p> <p><b>B.1.6: Age of the Rig &amp; Equipment:</b>  <b>B.1.6.2:</b> Offered Rig should not be older than 15 years as on the date of opening of techno-commercial bid.</p> <p>Rigs older than 15 years may also be offered provided their residual life is not less than 5 years and should have undergone refurbishment / up-gradation as on the date of issue of TPI report, and following documents are submitted to ascertain the health of the Rig:</p> <p><u>Refurbishment &amp; Up-gradation report in respect of offered Rig:</u></p> <p>The bidder shall submit comprehensive</p>		



Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>details as per the format given at <b>Appendix-A.3</b> of tender document from any of the TPI agencies <b>i.e.</b> i.e. DNV/ BVIS/Lloyds/ ABS/VCS</p> <p>The last date of inspection by TPI Agency indicated in the TPI Certificate should not be older than <b>6 months</b> as on date of opening of techno-commercial bid.</p> <p>In case last refurbishment / up-gradation date is older than <b>5 years</b> as on date of issue of TPI report, in respect of any equipment in the format or present operational status is unsatisfactory, bid shall be rejected.</p> <p><b>Appendix-A.3</b> along with tender clause for</p>		

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			Age of the Rig and Equipment is attached for ONGC Tender no. BN6AC21001.		
45.	Clause 3.1.2.5, Page No. 23	Further, the drilling unit (s) offered should have a residual life of 7 years as on the bid closing date of the tender. The bidder's declaration on the present condition of the offered drilling unit and its residual life along with a certificate issued by an internationally reputed inspection and certification agency listed in Para 3.1.2.6 below to this effect should be submitted. The certificate should clearly indicate the residual life broadly of the mast, all engines, draw -works, rotating system, hoisting system, mud pumps, tackle system, BOPs, service engine and pump, motors etc. In case offer is made for a brand-new rig, the certificate for residual life is not necessary.	For the TPI on Residual Life certificate of the Rig spec, are you going to forward Standard Format for Certification.	Shall be provided. Addendum will be issued.	Please refer to subsequent Amendment
<b>Part-3, Section-II: Scope of Work</b>					

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
46.	Sub clause 7.1 A), Clause 7.0, Page-87	MAST AND SUBSTRUCTURE: Swing lift cantilever type self-elevating mast and substructure with clear height of 142 ft. to 147 ft.	Request OIL to kindly accept the mast & substructure with clear height 142 to 150 Ft in place of 142 to 147 Ft.	Will be changed suitably through corrigendum.	Please refer to subsequent Amendment
47.	Sub clause 7.2 (1.iii) BOP Stack and Well Control Equipment, Clause 7.0, Page-97	13.5/8"x10000 psi Annular/Spherical BOP (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only), 1 No. with top & bottom flange of 13.5/8" x 10 M Working Pressure.	Please see if BOP of 5000 PSI is acceptable	Noted and amendments will be issued if any changes.	01 (one) 13.5/8"x5000 psi Annular/Spherical BOP of listed make with 01 (one) single RAM BOP 13.5/8"x10000 psi will be acceptable in place of 13.5/8"x10000 psi Annular/Spherical BOP. Amendment is done in line with current Rig contracts running under FHQ.
<b>Additional Queries</b>					
48.	N/A	Lost in Hole (LIH)	LOSS OR DAMAGE TO CONTRACTOR'S DOWN HOLE EQUIPMENT Operator shall reimburse Contractor for loss of or damage	Noted and addendum will be issued if any changes.	Please refer to subsequent Amendment

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>to Contractor's downhole equipment, as under, provided that such loss or damage is not occasioned by normal wear and tear or negligence on the part of the Contractor.</p> <p>(a) In the case of Contractor's down-hole equipment being damaged, Operator will reimburse Contractor such repair cost, provided however, that Operator shall not be required to reimburse Contractor any amount greater than that which would have been due had such equipment been lost and, therefore, calculated under subsection (b) herein below.</p> <p>(b) In the case of Contractor's down hole equipment being lost,</p>		

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>Operator will reimburse Contractor 75% of the replacement cost, FOB nearest port of the vendor.</p> <p>Operator will provide Recommendatory Letter on request of the Contractor (for items applicable) for obtaining Essentiality Certificate from DGH for availing benefit of CONCESSIONAL RATE OF CUSTOMS DUTY/TAXES. The responsibility of obtaining EC from concerned authorities lies with Contractor and Operator will not be liable to the Contractor for whatsoever reasons.</p>		

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
49.	N/A	Compensation for variation in HSD price	<p>Request OIL to kindly consider the following in line with tenders of ONGC:</p> <p>High speed Diesel Oil for Drilling Unit &amp; all its Equipment at the drill site.</p> <p>Note:- Variation in the price of HSD both plus and minus after the date of Un-priced bid will be applicable as on 1st day of every month and such variation in price both plus and minus shall be regulated in the Monthly invoices. For the purpose of claiming the variation in rate of HSD, Contractor shall submit the necessary supporting documents like invoice from any Govt. Oil marketing</p>	No change	No change in tender clause.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			PSU, applicable in area of operation. Further, the contractor shall have to indicate the daily consumption of the HSD for Drilling Unit & all its equipment including Mud Treatment at the site in the DPR / IADC report.		
50.	N/A	Format for Pre-bid Inspection of Drilling Rig by Third Party Agency (TPIA)	We could not locate Drilling Rig Inspection format for old Rigs. Request to please provide the same.	Addendum will be issued.	Please refer to subsequent Amendment
<b>Part-I: ITB</b>					
51.	Clause 2.3, Pg 10	2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.	We hereby request to kindly advise the present status on the following:  socio-political environment, safety & security aspects, law & order situation and law of the land.	Clarified.	Clarified.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
52.	Clause 7 : Sub clause 7.2, Page 12  &  Page 28 of 234 BEC Clause 3.3.2  & Page 150 of 234 SCC Clause 11.2 (5)	<p>Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.</p> <p>3.3.2 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.</p>	<p>Due to current volatility in the HSD prices, we request you to modify this clause as other PSU Tenders.</p> <p>Prices quoted by the successful bidder must remain firm during its performance of the Contract however variation in HSD shall be allowed as per below :</p> <p>Rate of HSD will be taken by Oil India Limited from any Govt. Oil marketing PSU / their website, applicable in the Area of operation, on the date of Technical Bid opening. Variation in the price of HSD both plus and minus after the date of Un-priced bid will be applicable with effect from the date on which such variation takes place</p>	No change.	No change.



Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>and such variation in price both plus and minus shall be regulated in the Monthly invoices. For the purpose of claiming the variation in rate of HSD, Contractor shall submit the necessary supporting documents like invoice from any Govt. Oil marketing PSU, applicable in area of operation.</p> <p>Further, the contractor shall have to indicate the daily consumption of the HSD for Drilling Unit &amp; all its equipment at the site in the DPR / IADC report.</p>		
<b>Part-2: BEC/BRC</b>					

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
53.	Clause 3.1.2.4, Page 23	The offered Rig(s) should not be more than 15 years old. Bidders must submit the certificate of year of manufacture from the Rig manufacturer. Further, the offered rig package shall not be in 'idle' condition (not in operation) in the preceding 7 years period reckoned from the original Bid closing date.	<p>We request you to amend this clause as follows :</p> <p>We request you to accept rig package older than fifteen (15) years with a residual life of more than 7 years, as on the original bid closing date for maximum participation in this tender.</p> <p>Rigs older than 15 years which have already worked for Oil India Limited (OIL) for KG Basin &amp; Assam projects with superior performance should be considered.</p>	No change.	No change in vintage time. However, addendum shall be issued for list of critical items for which vintage clause is applicable.
54.	Clause 3.1.3., Page 24	3.1.3.1 Bidders quoting based on technical collaboration/joint venture, shall submit a <b>Memorandum of Understanding/Agreement</b> with their technical collaborator/joint venture partner clearly indicating their roles under the scope of work which shall also be addressed to OIL and shall remain valid and binding for the contract period under this tender. In case of technical collaboration, the credentials of	<p>We hereby request to delete the following from the clause 3.1.3.1:</p> <p>"However, the primary bidder shall have a minimum experience of providing services</p>	Clarified. Review and revert.	Clarified. No change.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
		<p><del>technical collaborator shall be considered for evaluation under QCBS. However, the primary bidder shall have a minimum experience of providing services related to Oil &amp; Gas drilling, viz. MMC, MLU, MUD Engineering etc. for more than 01 (one) year in the last seven (07) years preceding the Original Bid Closing Date.</del></p>	<p>related to Oil &amp; Gas drilling, viz. MMC, MLU, MUD Engineering etc. for more than 01 (one) year in the last seven (07) years preceding the Original Bid Closing Date”.</p>		
55.	Clause 3.1.9, Page 26	<p><b>3.1.9 Mobilization:</b> The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed <b>within 150 days from the date of Mobilisation Notice from OIL after issuance of Letter of Award (LOA)</b> .....</p> <p>Offers indicating mobilisation time more than 150 days from the date of Mobilisation Notice after issuance of Letter of Award (LOA) will be summarily rejected.</p>	<p>We hereby request to extend the Mobilization period to 270 days from the date of Mobilization Notice from OIL after issuance of Letter of Award (LOA).</p>	Noted.	Please refer to subsequent Amendment
56.	Clause 3.2.2 & 3.2.4, Page 27	<p><b>3.2.2.</b> In case the bidder is an Indian Joint Venture Company or having a technical collaborator, then the Indian Company/ Indian Joint Venture Company shall have an annual financial turnover of minimum <b>INR 24,65,60,000.00</b> during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p> <p><b>3.2.4. Net worth</b> of bidder should be positive for the accounting year preceding the original bid closing date. Similarly, in case of</p>	<p>We hereby request to kindly modify the clause as below:</p> <p>In case the bidder is an Indian Joint Venture Company or having a technical collaborator, then the Indian Company/ Indian Joint Venture Company or any of its</p>	Review and revert.	Not agreed, No change.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
		<p>consortium bidding the Net Worth of all the consortium partners individually should be positive for the accounting year preceding the original bid closing date.</p>	<p>partner shall have an annual financial turnover of minimum INR 24,65,60,000.00 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p> <p>3.2.4. Net worth of bidder should be positive for the accounting year preceding the original bid closing date. Similarly, in case of consortium/joint venture companies bidding the Net Worth of all any one of the consortium/ joint venture partners individually should be positive for the accounting year preceding the original bid closing date.</p> <p>Also, we would like to bring it your notice</p>		

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>that the recently closed OIL Tender No. CEI6835P22 has the following provisions:</p> <p>A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-</p> <p>a. The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder either directly or through intermediate subsidiaries.</p> <p>b. The supporting company by itself and</p>		

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>not through any other arrangement satisfies the financial criteria of the BEC.</p> <p>c. In such cases, all applicable financial parameters viz. Turnover, Net-worth etc. of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.</p> <p>6.1 Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:</p> <p>a. Audited Consolidated Annual financial statement as</p>		

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.</p> <p>b. A Corporate Guarantee from the Supporting Company under its letter head signed by an authorized official undertaking that they would financially support the bidder for executing the job in case the same is awarded to them.</p> <p>c. A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding</p>		

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>company to establish the relationship and equity percentage holding between bidder and the supporting company.</p> <p>d. Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company</p>		
57.	Clause 3.4., Page 31	Notes (ii) Bidders quoted for multiple rig packages, towards part of the offered Rigs, the Rig package meeting the quality parameters with the least marks obtained under QCBS (under parameters of Sl Nos. 4 and 5 combined) shall be considered under QCBS evaluation.	Kindly clarify QCBS (under parameters of Sl Nos. 4 and 5 combined)	Noted. Typo	Please refer to subsequent Amendment



Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
58.	Clause 3.5.5 , Page 34	<b>e) In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against Quality criteria will be recommended for award of contract. Even then, if there is tie, a draw of lot will be resorted to arrive at the recommended bidder.</b>	We hereby request to modify the clause as below:  In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against Quality criteria will be recommended for award of contract. Even then, if there is tie, then the Bidder's achievement of maximum No LTI days for any rigs operated on his own (OR) the bidder's QHSE Management System & ISO certification should be considered for award of the contract.	Not agreed for this tender. However the suggestion shall be reviewed and taken care of in future tender, if acceptable.	No change.
<b>Part-3, Section-I: GCC</b>					

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
59.	Clause 6.7, Page 46	CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.	There is no warranty period associated with this Contract. Would request you to delete this clause.	Noted.	Clarified. No change.
60.	Clause 16.0, Page 60	Limitation of Liability : Clause 16 : 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.	As Industry practice, we request you to kindly make the Liability of the Contractor to USD 1 Million rather than 100% Contract price.	No change.	Not agreed. No Change.
61.	Clause 23.2, Page 62	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) 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	Contractor shall perform as per instruction given by the Company. There is no warranty involved. Kindly delete this Clause.	Noted.	Clarified. No change.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
		own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.			
62.	Clause 27.5, Page 65	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	As mobilization is done by third party vendor, we request you to clear the mobilization invoice in 15 days of rig acceptance / mobilization.	No change.	Not agreed. No change.
63.	Clause 44.9, Page 83	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.	We request you to delete the complete provision of Termination at convenience as this carries huge risk for the Contractor.  OR  If OIL wants to keep this clause, there should be at least 30	No change.	No change.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			days' notice and with applicability of Early Termination Fees (ETF) of 50% of Operating Day Rate for remaining contract period.		
<b>Part-3; Section-II: Scope of Work</b>					
64.	Clause 6.0 and 7.1, Page 87	<b>6.0 TECHNICAL SPECIFICATION OF RIG PACKAGE:</b> The Contractor shall mobilize all necessary equipment and tools for successful and economic completion of the jobs mentioned. The contract includes supply of drilling rig package including haulage and transportation equipment and its services. HP rating of the rig offered should not be less than 1400 HP, Diesel Electrical rig (AC-SCR or AC-VFD) having self-elevating mast and sub-structure (as per API Standard 4F) and capable	We hereby request to allow rigs conforming to API specification 4E/4F.  We would like to bring to your notice that API 4E rigs are still being accepted by various Clients like ONGC,	Review and revert.	Not agreed. No change.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
		<p>of drilling 1+3 cluster wells from the same plinth.</p> <p>7.1 <b>GROUP - 1</b>  A) <b>MAST AND SUBSTRUCTURE:</b> Swing lift cantilever type self-elevating mast and substructure with clear height of 142 ft. to 147 ft. Rated static hook load capacity of minimum 7,00,000 lbs (700 kps) with 12 lines strung on traveling block as per API 4F specifications.</p>	<p>HOEC, RIL &amp; Essar Oil Limited.</p> <p>Most of ONGC owned rigs are running with such standards (i.e., API 4E) as such standards hold good in Indian working conditions. Major point of difference in API 4F from 4E is wind-loading capacity which may have to be looked into when rigs are operating in desert areas. Other point is metallurgy traceability etc., which will not be an area of concern if rigs have been manufactured by good western make OEM's which is the case with our rigs.</p> <p>Various examples along with supporting documents (attached) as below:</p>		

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>1. Pl find attached the Technical specification requirement having API 4E/4F for recent ONGC 13 Rig Work-over Tender and recent OIL's drilling rig tender (CJG8044L16) having both API 4E/ 4F spec. requirement (page no. 115 of 191).</p> <p>2. Please find attached Amendment No. 1 issued recently by OIL Tender No. CEI6835P22 for 1000 HP rig requirement where they have accepted Drilling Rigs with API 4E/4F basis our request. Kindly refer to point no. 7 (Page no. 1 of 22)</p> <p>3. Our present contract with OIL in Gabon is also be done by API 4E rig LR4 and</p>		

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
			<p>OIL Ltd. has no issues with API 4E.</p> <p>You will appreciate that these rigs are capable of performing the job and can deliver desired results.</p> <p>We would once again humbly request you to reconsider your decision and allow us to offer the rigs having API Spec 4E/4F for this prestigious campaign.</p>		
65.	General Notes to Clause G., Page 125	(m) Time frame: Number of wells and other well parameters mentioned in this document are indicative only. The contract will initially be applicable for a period of 2 years of operation. At the end of 2 years period OIL at its discretion may extend it for another 1-year period at the same terms and conditions. Thus, the total contract period may be valid for 2+1 years irrespective of no. of wells drilled. OIL intends to Drill total 5 (five) Nos. of wells in the referred areas. But, due to the challenging environment and terrain, all 05 (five) locations may not be ready for drilling during the initial 2 years period. However, all efforts would be made by	<p>Due to the challenging environment and terrain, Mobilization of the rig to locations designated by OIL is tough and perilous and would require HSE standards of paramount nature.</p> <p>In case of any location not being ready for drilling, the Contractor shall be compensated with the</p>	Clarified.	No change in tender clause.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
		the Company to complete all the 05 (five) wells during the tenure of this contract.	Standby Day Rate during such periods.		
<b>Part-3, Section-III: SCC</b>					
66.	Clause 2.1, Page 142	2.1 The mobilization of the Drilling Unit and associated services shall commence on the date of receipt of Mobilization Notice after Letter of Award (LOA) of the Contract and mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence work as envisaged under the contract duly certified by the company authorized representative.	We hereby request to kindly limit upto 30 days for issuing the Mobilization Notice after Letter of Award (LOA).	Review and revert.	The notice shall be issued at the earliest possible date after issuance of LOA. Shall be taken care of bid validity etc. in mutual consultation with successful party. Clarified. No change in tender clause.
67.	Clause 6.13, Page 146	6.13 Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.	6.13 Payment of mobilization charges shall be made within 15 days following the date of receipt of undisputed invoices by Company.	Clarified.	Not agreed. No change.
68.	Clause 11.3 (A), Page 151	Operator/Company shall be liable for the cost of regaining control of .....	We hereby request to kindly include the word "Gross" before	Clarified. No Change.	Clarified. No change.



Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
		<p>..... loss or damage to the hole or well.</p> <p>In the event the hole is lost or damaged because of the negligence of Contractor,..... respect to such loss or damage, regardless of the cause of such loss or damage.</p>	negligence wherever appearing in the clause.		
69.	<p>Clause 11.3 (C),  Page 151 &amp; 152</p>	<p><b>(C) Loss (or) Damage of Contractor’s Drilling Unit or Subsurface Equipment:</b></p> <p>a) Except as otherwise specifically provided in the Contract, any damage to or loss, of the Drilling Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates, agents, employees, invitees, servants, their underwriters or insurers (other than Contractor’s) and their employees, agent from any claim whatsoever or responsibility for any damage to or</p> <p>c) If the Drilling Unit or any part thereof or sub-surface tools/equipment is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency</p>	As per standard international practices, we request OIL to reimburse cost of Lost in Hole (LIH) for Loss or damage beyond repair of Contractor’s down hole/ sub-surface equipment/ items.	Review and revert.	Please refer to subsequent Amendment

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
		remove the Drilling Unit from operating areas to the satisfaction of the Company.			
70.	Clause 11.3 (E) Page 152	In the event any Well being drilled hereunder shall go out of control (Blowout or Crater) due to any causes attributed to the Contractor's negligence, ignorance and failure to act promptly as per SOP or failure of critical rig equipment supplied by the Contractor, the Contractor shall bear the entire cost and expenses of killing the well or otherwise bringing the well under control and shall indemnify and hold the Company harmless in this regard.	We hereby request to kindly include the word "Gross" before negligence wherever appearing in the clause.	No change.	Clarified. No Change.
<b>Part-3, Section -IV: SOR</b>					
71.	Clause 8.0, Page 182	Payment towards "Stack Day Rate" shall be 50% (Fifty percent) of Operating Day Rate	We hereby request to increase STDR as below:  Payment towards "Stack Day Rate" shall be 75% (Fifty percent) of Operating Day Rate	No change.	Not agreed. No change.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
<b>Part-3; Section-II: Scope of Work</b>					
72.	Clause 9.0, Page 47	The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.	In such cases, kindly consider replacement personnel's date of deployment shall be calculated from the date of personnel deployed in the Quarantine facility.	Noted and clarified.	Clarified.
73.	Clause 7.0 (F), Page 93	9. Nature of pumping job should include, but not limited to, pumping of drilling fluids, completion fluids, acid, cement slurries, water - both treated and plain.	Kindly remove fluids such as Cement Slurries, Hydro Carbons etc. from the scope of pumping from the Rig Slush Pumps as the Mud Pump.	Clarified. Revert.	Clarified. This is to deal with emergency situations only

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
74.	Clause 7.0 (F), Page 93	10. One remote electrical control panel to operate the rig slush pumps should be installed at a suitable place near slush pumps for operation and control of the pumps by the Cementing Engineer.	Kindly reword as below: One remote electrical control panel to operate the rig slush pumps should be installed at a suitable place near slush pumps for operation and control of the pumps on instructions of Cementing Engineer.	Agreed.	Agreed, understood. No change in tender clause.
75.	Clause 7.0 (H) Page 94	1. Engines - 4(Four) (Minimum) Nos. Turbocharged, after cooled, air start, diesel driven Oilfield engines each of minimum 1000 HP rating with combined minimum 4000 HP rating (Preferably Cat 3512 B - DITA) complying latest emission norms with CPCB approved Acoustic	Kindly allow bidders to offer lesser than 4 (four) engines however the combined minimum 4000HP rating.  *also wherever occurs – minimum 4 (four) Nos. of engines under H) Power Pack.	Clarified. No change.	Clarified. No change.
76.	Clause 7.2 1(A), Page 97	(Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only),	Kindly include Axon, Integrated BOPs.	No change.	Not agreed. No change.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
77.	Clause 7.2 1(A), Page 97	iii) 13.5/8"x10000 psi Annular/Spherical BOP (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only), 1 No. with top & bottom flange of 13.5/8" x 10 M Working Pressure.	Kindly confirm if a 13.5/8"x5000psi BOP would suffice the well requirement.	Review and revert.	01 (one) 13.5/8"x5000 psi Annular/Spherical BOP of listed make with 01 (one) single RAM BOP 13.5/8"x10000 psi will be acceptable in place of 13.5/8"x10000 psi Annular/Spherical BOP.  Please refer to subsequent Amendment
78.	Clause 7.2 1(A), Page 97	x) Drilling spool a) 20.3/4" x 3000 psi: 1 No.: (30" - 36" height) b) 13.5/8" x 10,000 psi: 1 No. (18" - 20" height) Note: With facility for hooking up choke / kill lines having flanged side outlet of 3.1/16" in the same plane but in opposite directions.	Kindly confirm if 2 1/16" 10M Side Outlets for Kill Line and 4 1/16" 10M Side outlets for Choke side be acceptable.	As per OISD-RP-174	As per OISD-RP-174 only.
79.	Clause 7.2 1(A), Page 97	xx) The ultimate responsibility of making the well head completely lies with the contractor. Contractor shall identify and bring all other items, which are not mentioned above but required to carry out drilling operation.	Kindly drop the below: Contractor shall identify and bring all other items, which are not mentioned above but required to carry out drilling operation.	NO change.	Clarified. No change.

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
80.	Clause 7.2 1(E), Page 100,	One Diesel Engine Driven (equipped with speed reduction Gear Box / Transmission Box) National JWS 340 (10,000 PSI) or OPI 500AWS	Kindly take this to the Company's Cementing Unit's scope.	No change.	No change.
81.	Clause 7.2 2.C.3, Page 103	sleeve type stabilizer	Kindly confirm if Integral Stabilizers of the same ODs be acceptable.	Agreed.	Acceptable with the condition that party has to maintain the required gauge.
82.	Clause 7.2 2.F. (e) (ii), Page 106,	b) Spinning chain device with suitable length of spinning chain on rig floor to be provided.	Kindly drop this requirement.	Noted.	Agreed.  Please refer to subsequent Amendment
83.	Clause 7.6 I., Page 128:	The Contractor shall provide cold casing cutting services, if necessary,	Kindly confirm on the acceptable cold cutting tools as per the company.  Such services shall require a minimum 14 days of advance notice.	Noted. review and revert.	No cold cutting required. Conventional casing cutting practices at well head shall suffice the requirement. Please refer to subsequent Amendment

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
84.	Clause 7.6 N., Page 131	ii) The Contractor shall provide one no. chemical godown with floor space of approx. 660 Sq.ft. of appropriate dimensions with proper raised brick soled cemented/wooden flooring for storing of chemicals, LCM etc.	Kindly take this to Company's Civil Contractor's scope.	Review and revert.	Agreed.
85.	Clause 7.6 N., Page 131	v) The Contractor shall assemble, dismantle and move all Company's designated items- if any attached with the rig without any obligation to the Company.	Kindly reword as below: The Contractor shall assemble, dismantle and move all Company's designated items- if any attached with the rig without any obligation to the Company under the Company representative's supervision.	Agreed.	Agreed and understood. No change in tender clause
86.	Clause 7.6 O.(III).p, Page 138	i) Should be of sound health and have work experience in an E & P Company of about 1 year	Kindly drop this requirement as the bidder is a drilling contractor and their personnel are experienced with Drilling Contractor companies.	Review and revert.	Please refer to subsequent Amendment

Sr. No.	Clause No & page no	Tender Clause	Clarification / Modification Proposed	Pre-bid comments	Final remarks by OIL
<b>ADDITIONAL QUERY</b>					
87.	<b>Bid Closing Date &amp; Time</b>	19th August 2021 [11:00Hrs (IST)]	We hereby request for 2 weeks extension in the Bid Closing Date due to ongoing Covid Pandemic.	Noted.	No Change. Shall be dealt with on merit nearer the time of original BCD.