

**OIL INDIA LIMITED  
MAHANADI BASIN PROJECT**

**AMENDMENT No. 3 Dated 25.11.2022**  
**To TENDER No. IFB No. CBI1454P23**

1.0 This amendment is issued to amend the following clauses in bidding document consequent upon receipt of pre-bid queries from the prospective bidders and review thereof:

Sl. No.	Section & Clause No.	Page No.	Existing Clause	Amended Clause
1	Part-III Section-II SCOPE OF WORK 14.0 DATA PROCESSING & INTERPRETATION SERVICES i) Basic Log Interpretation:	Page No. 87 of 209 of Original NIT	The service provider will be required to carry out detailed processing & Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) for the Service Codes P-Basic and PS-1(I) cost of which is to be included in the “operating cost per standard job” on standard log data (Gamma ray - Resistivity - porosity - density - sonic log and/or other available data) for quantitative analysis of lithology/mineralogy, effective & total porosity, permeability, fluid saturation (movable/residual) & fluid type from log data and submit the provisional / preliminary result within <b>10 hours</b> from the time the survey is completed/ after handing over the recorded data to Contractor. Final Report for Basic Log interpretation is to be submitted within 72 hrs (soft copy acceptable). Hardcopies and data (in suitable media) of final processed product to be submitted within 7 days. Processed/ interpreted data must be submitted by	The service provider will be required to carry out detailed processing & Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) for the Service Codes P-Basic and PS-1(I) cost of which is to be included in the “operating cost per standard job” on standard log data (Gamma ray - Resistivity - porosity - density - sonic log and/or other available data) for quantitative analysis of lithology/mineralogy, effective & total porosity, permeability, fluid saturation (movable/residual) & fluid type from log data and submit the provisional / preliminary result within <b>48 hours</b> from the time the survey is completed/ after handing over the recorded data to Contractor. Final Report for Basic Log interpretation is to be submitted within 72 hrs (soft copy acceptable). Hardcopies and data (in suitable media) of final processed product to be submitted within 7 days. Processed/ interpreted data must be submitted by

			Bidders representative stationed at KG, Kakinada base/BEP office.	Bidders representative stationed at KG, Kakinada base/BEP office.
2	ANNEXURE-B Technical Specifications cum Evaluation Table Service Code: TR-1 Sl. No. 3	Page No. 174 of 209 of Original NIT	The 7-conductor cable shall have minimum rated breaking strength of 24,000 lbs. The cable should be without splice at the time of deployment.	The 7-conductor cable shall have minimum rated breaking strength of <b>21,400 lbs. The cable should be without splice at the time of deployment.</b>
3	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 1.16	Page No. 95 of 209 of Original NIT	<b>"Inter-Location-Movement"</b> of Contractor's item(s) means transfer of Contractor's item(s) (a) from one location to another location (irrespective of the status of location), (b) from one OIL designated area to another OIL designated area.	<b>Clause Deleted</b>
4	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 1.21	Page No. 95 of 209 of Original NIT	<b>Duration of Contract:</b> The contract shall be valid for a period of 3 (Three) years from the Date of Commencement of the Contract. If the contract period expires during an ongoing logging job, the contract will automatically be extended till the completion of that logging job with same terms and conditions.	<b>Duration of Contract:</b> The contract shall be valid for a period of 3 (Three) years from the Date of Commencement of the Contract. However, the logging services shall continue at same terms & conditions until the completion of last well being drilled (inclusive of production testing and completion of well) at the end of contract period.
5	Part-III Section-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 7.0 Contractor's Personnel (b)	Page No. 99 of 209 of Original NIT	The logging engineer(s) and crew for each unit are to be based at <b>Bhubaneswar / Cuttack, Orissa.</b>	The logging engineer(s) and crew for <b>Wireline Logging unit</b> are to be based at <b>Bhubaneswar / Cuttack, Orissa.</b>
6	PART-III SECTION-IV – SCHEDULE OF RATES	Page No. 117 of 209 of	3.1 Demobilization charges for Standard services and Special services (Table-1 in Part III Section-II) will be payable when the assignment of works	3.1 Demobilization charges for Standard services (Table-1 in Part III Section-II) will be payable when the assignment of works under this contract is concluded

	<p>Clause 3.0 Demobilization Charges (Price Bid Format):</p>	<p>Original NIT</p>	<p>under this contract is concluded to the satisfaction of Company and completion of re-export / Block transfer of all the re-exportable items / equipment / tools.</p> <p>3.2 Demobilization charges shall include all charges towards demobilization of all tools and equipment related to Standard services, Special services (Table-1 in Part III Section-II) &amp; personnel from Company's site applicable from the date of issue of demobilization notice by Company to the Contractor till completion of re-export / Block transfer of all the re-exportable items.</p> <p>3.3 No Demobilization charges shall be payable for tools lost in hole.</p> <p>3.4 No charge whatsoever will be payable from the effective date of notice to demobilize.</p>	<p>to the satisfaction of Company and completion of re-export / Block transfer of all the re-exportable items / equipment / tools.</p> <p>3.2 Demobilization charges shall include all charges towards demobilization of all tools and equipment related to Standard services (Table-1 in Part III Section-II) &amp; personnel from Company's site applicable from the date of issue of demobilization notice by Company to the Contractor till completion of re-export / Block transfer of all the re-exportable items.</p> <p>3.3 No Demobilization charges shall be payable for tools lost in hole.</p> <p>3.4 No charge whatsoever will be payable from the effective date of notice to demobilize.</p> <p>3.5 Final Demobilization charge for Special services (Table-1 in Part III Section-II) will be payable when the assignment of works under this contract is concluded to the satisfaction of Company and completion of re-export / Block transfer of all the re-exportable items / equipment / tools. The charges for interim demobilization of Special services will be payable when the assigned works are concluded and notice by Company to de-mobilise issued.</p>
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7	PART-III SECTION-IV – SCHEDULE OF RATES Clause 4.3	Page No. 118 of 209 of Original NIT	Rental charges shall be payable by Company for transit period between one Company's base to another. However rental charges shall not be payable after expiry of the stipulated mobilization period in case of delay in completion of Base shifting or Transportation of tool(s) between bases.	<b>Clause Deleted</b>
8	PART-III SECTION-IV – SCHEDULE OF RATES Clause 6.0 Mileage Charge	Page No. 118 of 209 of Original NIT	6.2 For evaluation purpose, transportation charge for an average 120 km (including both ways) in each wellsite trip will be considered. However, payments will be made at actual kilometer travelled.	6.2 For evaluation purpose, transportation charge for an average <b>250 km</b> (including both ways) in each wellsite trip will be considered. However, payments will be made at actual kilometer travelled.
9	ANNEXURE-B TECHNICAL SPECIFICATIONS CUM EVALUATION TABLE Service Code: A- 14A/14B THROUGH TUBING PERFORATION (SEMI- EXPENDABLE/ RETRIEVABLE)	Page No. 180 of 209 of Original NIT	THROUGH TUBING PERFORATION (SEMI-EXPENDABLE/ RETRIEVABLE) 2 1/8" Deep Penetration Charge For <b>Spiral</b> Phase SPF: 6 EHD ≥ 0.26 inches TTP ≥ 25 inches (Bidder to provide API 19B/ API 43 certificate.) For <b>Zero</b> Phase SPF: 6 EHD ≥ 0.26 inches TTP ≥ 27 inches  (Bidder to provide API 19B/ API 43 certificate.)	Bidder's Specifications are acceptable. Specifications amended as: THROUGH TUBING PERFORATION (SEMI-EXPENDABLE/ RETRIEVABLE) <b>2 1/8" or 2"</b> Deep Penetration Charge For <b>Spiral</b> Phase SPF: 6 EHD ≥ 0.26 inches TTP ≥ 25 inches (Bidder to provide API 19B/ API 43 certificate.) For <b>Zero</b> Phase SPF: 6 EHD ≥ 0.26 inches TTP ≥ 27 inches (Bidder to provide API 19B/ API 43 certificate.)

2.0 Further, PROFORMA-B and PROFORMA-B1 dated 16.11.2022 have also been revised due to certain validation errors pointed out. Revised Proforma-B & B1 dated 25.11.2022 are uploaded in single excel file under “Notes & Attachments” tab of Technical RFX in OIL’s e-Tender Portal. **Bidders are to submit their price bids as per Revised PROFORMA-B & B1 dated 25.11.2022 only.**

3.0 Consolidated replies / clarifications to pre-bid queries of prospective bidders are also enclosed herewith.

4.0 The Bid Closing date and other terms and conditions of the Tender remain unchanged. Bidders are requested to submit their offers considering above amendments/notifications accordingly.

**Oil India Limited  
Mahanadi Basin Project**

**BAKER HUGHES WIRELINE SERVICES QUERIES**

Sl. No.	Section, Clause Reference	Description as in the Tender	Queries / Exceptions	OIL Reply
1	Page 100 of tender Clause 7.0 e)	e) Contractor shall deploy a Service Coordinator who shall be contractor's principal representative at its operating base in Bhubaneswar / Cuttack, Orissa. The Service Coordinator shall be based in Bhubaneswar / Cuttack, Orissa and shall meet Company Personnel regularly to discuss current operations.	Exception Requested - e) Contractor shall deploy a Service Coordinator who shall be contractor's principal representative for operations at Bhubaneswar / Cuttack, Orissa. The Service Coordinator shall be in frequent contact with Company Personnel to discuss current operations.	Not Acceptable
2	Page 93 clause d, page 95 clause 1.3 and 1.15, page 97 clause 2.3 and 2.5 a, page 100 clause 7 b and e, page 102 clause 8.1, page 103 clause 8.11, page 204 clause (i) and (iii)	Base location of Bhubaneshwar.	Base location of Bhubaneshwar to be changed to Kakinada.	Not Acceptable
3	Page 117 of tender Clause 1.0	1.8 The total evaluated rental charges of the Unit including crew plus Standard and Special Tools should not exceed 50% of the total estimated contract value. 1.9 Rental charges of logging Unit per month should not exceed 45% of the monthly rental of logging Unit and Standard and Special Tools.  Operating charges b/w 100 to 150% of monthly rental	1.8 The total evaluated rental charges of the Unit including crew plus Standard and Special Tools should not exceed <b>75%</b> of the total estimated contract value. 1.9 Rental charges of logging Unit per month should not exceed <b>60%</b> of the monthly rental of logging Unit and Standard and Special Tools.  Operating charges b/w <b>50</b> to 150% of monthly rental	No change

4	Page 118 of tender Clause 3.1 and 3.2	<p>3.1 Demobilization charges for Standard services and Special services (Table-1 in Part III Section-II) will be payable when the assignment of works under this contract is concluded to the satisfaction of Company and completion of re-export/Block transfer of all the re-exportable items/equipment/tools.</p> <p>3.2 Demobilization charges shall include all charges towards demobilization of all tools and equipment related to Standard services, Special services (Table-1 in Part III Section-II) &amp; personnel from Company's site applicable from the date of issue of demobilization notice by Company to the Contractor till completion of re-export/Block transfer of all the re-exportable items.</p>	<p>Exception Requested - 3.1 Demobilization charges for Standard services and Special services (Table-1 in Part III Section-II) will be payable when the assignment of works under this contract is concluded to the satisfaction of Company.</p> <p>3.2 Demobilization charges shall include all charges towards demobilization of all tools and equipment related to Standard services, Special services (Table-1 in Part III Section-II) &amp; personnel from Company's site applicable from the date of issue of demobilization notice by Company to the Contractor.</p>	Refer Tender Amendment.
5	Page 113 of tender Clause 19.1 and 19.2	<p>19.1 – The Contractor shall arrange for and execute demobilization of the entire Logging Units, Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include Logging Units, tools, its accessories/equipment, including the manpower and re-export/ block transfer of the complete Logging Unit (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company.</p> <p>19.2 - In case of failure to re-export/block transfer any of the items as above</p>	<p>Exception Requested - 19.1 – The Contractor shall arrange for and execute demobilization of the entire Logging Units, Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include Logging Units, tools, its accessories/equipment, including the manpower and re-export/ block transfer of the complete Logging Unit (if re-exportable), equipment, at the cost of the contractor. Demobilization shall be completed by Contractor within 90 -days of issue of demobilization notice by Company.</p>	No change

		<p>within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in reexport/block transfer from Contractor's final settlement of bills and Performance Security.</p>	<p>19.2 - In case of failure to re-export/block transfer any of the items as above within the allotted time period of 90 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in reexport/block transfer from Contractor's final settlement of bills and Performance Security.</p>	
6	Page 104 of tender Clause 10.2	<p>a) During tool stuck situation, if Contractor personnel release weak point of the stuck tool without consent from Company representative or wire line breaks due to reason(s) attributable to the Contractor, no reimbursement for tool lost in hole shall be applicable.</p>	<p>Exception – Requesting OIL to delete this clause</p>	Not Acceptable
7	Page 114 of tender Clause 20 d)	<p>d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period),</p>	<p>Exception – Requesting OIL to delete this clause</p>	Not Acceptable
8	Page 181 of tender	<p>THROUGH TUBING PERFORATION (SEMI-EXPENDABLE/ RETRIEVABLE)                  2 1/8" Deep Penetration Charge                  For <b>Spiral</b> Phase                  SPF: 6                  EHD ≥ 0.26 inches                  TTP ≥ 25 inches                  (Bidder to provide API 19B/ API 43 certificate.)                  For <b>Zero</b> Phase                  SPF: 6                  EHD ≥ 0.26 inches</p>	<p>THROUGH TUBING PERFORATION (SEMI-EXPENDABLE/ RETRIEVABLE)                  2 1/8" or 2" Deep Penetration Charge                  For <b>Spiral</b> Phase                  SPF: 6                  EHD ≥ 0.26 inches                  TTP ≥ 25 inches                  (Bidder to provide API 19B/ API 43 certificate.)                  For <b>Zero</b> Phase                  SPF: 6</p>	<p>Specifications Clause amended as under, refer tender amendment:                  THROUGH TUBING PERFORATION (SEMI-EXPENDABLE/ RETRIEVABLE)                  2 1/8" or 2" Deep Penetration Charge</p>



		TTP ≥ 27 inches (Bidder to provide API 19B/ API 43 certificate.)	EHD ≥ 0.26 inches TTP ≥ 27 inches (Bidder to provide API 19B/ API 43 certificate.)	For <b>Spiral</b> Phase SPF: 6 EHD ≥ 0.26 inches TTP ≥ 25 inches (Bidder to provide API 19B/ API 43 certificate.) For <b>Zero</b> Phase SPF: 6 EHD ≥ 0.26 inches TTP ≥ 27 inches (Bidder to provide API 19B/ API 43 certificate.)
9	Page 63 clause 30 b) and d)	b) a sum equivalent to @ 0.5% of Contract value d) LD will be calculated on the basis of Total Contract value	the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of annualized contract value of affected Logging Unit with Standard tools & requested Special Services (including rentals, operating charges and mobilization charges) per week or part thereof delay subject to maximum of 7.5%.	Not acceptable for change in GCC Clause. Refer Amendment No. 2 on the LD provisions inserted in the SCC after Pre-bid discussions.
10	Page 76-77 of tender Clause 45 & 46	Clause 45 – at the risk and cost of the Contractor, and any of its sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.  Clause 46 - In such an event (i.e., termination under Article No. 44.4 to 44.9 above), the Company may take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other	Exception Requested – Baker Hughes requests that this part of the clauses be deleted – Clause 45 “at the risk and cost of the Contractor, and any of its sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.”	Not acceptable

		means, at the risk and cost of the Contractor. The Contractor and any of its sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the Company. c)	Clause 46 “, at the risk and cost of the Contractor. The Contractor and any of its sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the Company.”	
11	Page 106 f) and page 108 11.5 a (i)	re made available within a period of 14 days from the date it became out of service.	re made available within a period of 28 days from the date it became out of service.	Not acceptable
12	Pg 107 table 4	Table 4 Percentage of the monthly contract value which will be recovered from the Contractor for per month of unavailability. 2%, 4%, 6%, 8%, 10%, 12%, 14%	Percentage of the monthly contract value which will be recovered from the Contractor for per month of unavailability. 1%, 2%, 3%, 4%, 5,7%, 6%, 7%	Not acceptable

Hiring of Wireline Services for exploratory drilling in OALP blocks MN-ONHP-2018/1/2/3/4/5 located at Bay Exploration Project, Bhubaneswar for a period of 3 (Three) years with a provision for extension by 1(one) year



PROFORMA D: CLARIFIATIONS

S/ N	SECTION / CLAUSE	QUERY / SUGGESTION	REMARKS	OIL REPLY	SLB Comments (22.11.2022)	OIL REPLY (25.11.2022)
<b>PART I – INSTRUCTION TO BIDDERS</b>						
1.	7.3	Please clarify the difference between “applicable GST” (mentioned in various clauses in Tender) and “quoted GST.		Applicable GST: Actual GST leviable as per applicable SAC and prevailing regulation.  Quoted GST: GST quoted by the contractor as per its considered SAC at the time of bidding.	We request Oil India to evaluate bidders basis applicable GST instead of quoted GST.	The bids will be evaluated based on the applicable GST as quoted by the bidders in their price bid format.
<b>PART III – SECTION I – GENERAL CONDITIONS OF CONTRACT</b>						
2.	13.0 Customs duty	Kindly clarify and add below for getting a clarity for concessional procurements:  <b><u>OIL shall arrange a certificate issued by Senior official authorised by their Board of Directors for concessional imports under notification 02/2022 – Customs and local notification no. 03/ 2017</u></b>		Clause is to be read with Customs Duty Clause No. 16 in SCC. OIL will issue the certificate by official authorized by its board to avail concessional benefits as per prevailing notification for imports. In case of Indigenous Items, EC will be processed through DGH. In case	The Contractor would recover Customs duty only in case of denial of EC where fault is not attributable to the Contractor.  Request you to incorporate the said clause in the contract/ call out order.	Clarification provided earlier and Clause 16.0 under SCC suitably cover the concern raised by the bidder herein. No further clarification / modification in clause is required.

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		<p><u>– CGST. In the event of denial of benefit to the contractor provided under notification no. 50/2017-Customs and notification 02/2022 – Customs and local notification no. 03/ 2017 – CGST or non-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.</u></p>		<p>of denial of Customs Clearance at concessional duty / nonissuance of EC by DGH for eligible items due to the reasons attributable to the Contractor, Company will not be liable.</p>		
3.	13.0 Customs duty, if applicable	<p>Bidder requests Oil India to bear Customs duty on items which are no longer covered under the exemption notification of Customs i.e., notification no. 50/2017-Customs (as amended by notification no. 02/2022).</p>		<p>Bidder to include such duties in their cost of services. No separate reimbursement.</p>	<p>We request Oil India to reimburse Customs duty on items which are not covered in list 33.</p>	<p>Already clarified OIL's position on the matter earlier. This position remains unchanged.</p>
4.	13.0 Customs	<p>In case goods were imported by the Contractor for a different project (which are no</p>		<p>Formalities as per Guidelines will be followed and necessary</p>	<p>Since the revised notification is not clear whether block transfer can be undertaken</p>	<p>The items which are no longer eligible for concessional customs duty in the considered</p>

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	duty, if applicable	longer exempt) and are being mobilized for a new project, the Contractor would require an NOC from Oil India for block transfer of such equipment  Further, Oil India would be required to provide an indemnity for any liability arising in future on account of such transfer.		documentations will be complied.	with respect to items which were earlier imported under EC but are no longer a part of list 33, request you to indemnify the Contractor in case any liability arises later on account of such block transfer.	opinion of bidder / contractor, the liability thereof, to be assessed and included in the bidder's prices. OIL will not take any liability for these items. The revised List-33 vide Notification No. 02/2022-Customs dated 1st February, 2022 clearly mentions the items eligible for concessional customs duty with HSN Codes.
5.	30.0 Timely Mobilization and Liquidated Damages	The Company would be required to issue tax invoice for recovery of GST on liquidated damages, if any.		It is understood that GST will not apply on LD as per clarification provided by authority.	It is imperative to note that in case Oil India recovers GST later on (pursuant to SCN/audit), credit of such GST would not be available to the Contractor and hence, we would not accept GST on LD later on.	Refer Circular No. 178/10/2022-GST available in the link below: <a href="https://www.cbic.gov.in/resources//htdocs-cbec/customs/cs-circulars/cs-circulars-2022/cir-178-08-2022-cgst.pdf">https://www.cbic.gov.in/resources//htdocs-cbec/customs/cs-circulars/cs-circulars-2022/cir-178-08-2022-cgst.pdf</a>  According to the circular, GST is not applicable on LD. This matter is settled and there should not be any confusion. OIL will

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						go by the guidelines of the authorities.
6.	39.0 STATUTO RY VARIATIO N / NEWLY ENACTED LAW	<p>Kindly add below in addition to existing change in law clause for incorporating change in interpretation of laws by statutory authorities:</p> <p>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, <b><u>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</u></b> which Contractor is bound to</p>		Not acceptable	<p>We request OIL to please consider and amend the following clause to incorporate change on account of adverse interpretation of laws adopted by authorities:</p> <p>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, <b><u>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,</u></b></p>	The existing clause adequately deals the matter and further changes are not warranted.

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		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.			<p><u>entry taxes etc. are imposed by Government or the concerned authorities</u> 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.</p>	
<b>PART-III SECTION-II – TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>						
7.	2.0 Duration	However, the rates, terms and conditions of Contract will continue until the <b>completion of the last</b>	1. The phrase “...completion of last well...” contradicts the			i) Refer Tender Amendment.

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	of the Contract	<b>well being drilled</b> inclusive of production testing and completion of the well, at the time of end of initial term of Contract <b>or any extension thereof.</b>	definition of "Duration of Contract" listed in the SCC Clause 1.21.  Kindly clarify.  2. Bidder has an observation that phrase "... or extension thereof" exists at various places in document and this will be removed from the final document.  Kindly clarify.			ii) Agreed
8.	14.0 Data Processing & Interpretation Services  i) Basic Log Interpretation:	Please amend the clause as below:  The service provider will be required to carry out detailed processing & Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) for the Service Codes P-Basic and PS-1(I) cost of which is to be	Bidder requests the listed change as 6 / 12 hours is too little time for any preliminary interpretation product. The proposed changes have been accepted by Company in	Clause amended as under, refer tender amendment:  The service provider will be required to carry out detailed processing & Interpretation (probabilistic method viz. ULTRA or ELAN Plus ...	Bidder wants to humbly request for this change as it will practically not be possible for Bidder to provide any processing products in less than 48 hours. The concerned team requires time to review, process and	Clause amended as under, refer tender amendment:  The service provider will be required to carry out detailed processing & Interpretation (probabilistic method viz. ULTRA or ELAN Plus ...



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		included in the “operating cost per standard job” on standard log data (Gamma ray - Resistivity - porosity - density - sonic log and/or other available data) for quantitative analysis of lithology/mineralogy, effective & total porosity, permeability, fluid saturation (movable/residual) & fluid type from log data and submit the provisional / <b>preliminary</b> result within <b>6 48</b> hours from the time the survey is completed/ after handing over the recorded data to Contractor.	the other tenders like CDG7411L22, CNI8965 P22 and GEM/2022/B/ 2344127.  The Bidder wants to highlight that the initial processed products are provisional in nature. Thereby, the soft versions of this data set would be delivered within a mutually agreeable time. Final processed product (soft and hard form) will follow subsequently.	and submit the provisional / preliminary result within 10 hours from the time the survey is completed / .....	prepare provisional products.  We request Company to increase this from 10 hours to 48 hours.	and submit the provisional / preliminary result within <b>48 hours</b> from the time the survey is completed / .....
<b>ANNEXURE-B</b>						
9.	Annexure -B	Please amend the clause as below:	Bidder wants to highlight that the scope of	Not Acceptable	Bidder requests Company to reconsider this request	Clause amended as under, refer tender amendment:

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	Service Code: TR-1	The 7-conductor cable shall have minimum rated breaking strength of <del>24,000</del> <b>21,400</b> lbs. The cable should be new and without splice at the time of deployment.	work is restricted to shallow depths for which Bidder provided cables rated till 21,400 lbf will be operationally adequate.  Company has also accepted this for WL scope of services in other similar tenders like CNI8965P22 and GEM/2022/B/2344127.		as it has been considered in other similar OIL tenders like CNI8965P22 and GEM/2022/B/2344127.  This will also help the Bidder to participate optimally in the tender.	The 7-conductor cable shall have minimum rated breaking strength of <b>21,400</b> lbs. The cable should be new and without splice at the time of deployment.
<b>PART-III SECTION-III – SPECIAL CONDITIONS OF CONTRACT</b>						
<b>10.</b>	1.16 Inter-Location-Movement	This tendered scope of work is for the districts within Orissa as highlighted in Part-III/ Section-II/ Scope of Work. Moreover, there is no mention of Inter-Location fee as part of Price Matrix.	Bidder has an understanding that this definition is not applicable for this tendered scope of work. Kindly clarify.			Clause deleted. To refer tender amendment.

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11.	7.0 Contractor's Personnel (b)	Please amend the clause as below:  The logging engineer(s) and crew for each unit are to be based at <b>Bhubaneswar / Cuttack, Orissa.</b>	Bidder requests the change for consistency as tendered scope is for 1 logging unit.			Clause amended as under, refer tender amendment:  The logging engineer(s) and crew for Wireline Logging unit are to be based at <b>Bhubaneswar / Cuttack, Orissa.</b>
12.	14.0 POLLUTION AND CONTAMINATION	Please replace in its entirety with the provision as follows:  <b><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></b>  <b><u>i) The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipment</u></b>	Bidder proposes to include a comprehensive provision on pollution which provides more clarity and responsibility of both parties.  This clause was there in other tenders, including the recently issued tender no. CDG5704P21 for Directional Drilling with RSS + MWD/LWD.		Bidder acknowledges the changes made to this clause. However, the obligations mentioned under clause 14.1 is already covered under clause 14.2 (ii) and the obligations specified under clause 14.3 is covered under clause 14.2 (i). Hence, we request OIL to please have the following comprehensive clause for pollution liability as has been agreed in multiple tenders:  <del>"14.1 The Company agrees that Contractor shall not be</del>	No change

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		<p><u>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</u></p>			<p><del>responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/ operations unless such pollution or contamination is caused by Contractor's wilful misconduct or gross negligence.</del></p> <p><u>14.2 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</u></p>	
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		<p><u>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><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>			<p><u>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>	
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					<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 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</u></p>	
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					<p><u>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> <p>14.3 Contractor undertakes that substances or rubbish in any form originating from Contractor's equipment shall not be</p>	
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					<p><del>dumped or discharged at, or around the well location. However, in the event of such dumping or discharge by Contractor, Contractor shall immediately assume all responsibility at their cost for the removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination in any form, in the well location and the surrounding area"</del></p> <p>This standard OIL clause was a part of the contract for multiple tenders including:</p> <ul style="list-style-type: none"><li>▪ CDG5704P21 for Directional Drilling with RSS + MWD/LWD,</li><li>▪ CDG8533P22 for Hiring of 2 sets of</li></ul>	
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					Independent 8½"LWD Services	
13.	22 Limitation of Liability	<p>Please amend the clause below:</p> <p><b>22.1</b> Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, <del>22.1</del> Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages or Penalty to the Company.</p> <p>22.2 Notwithstanding any other provisions incorporated elsewhere in the contract, the</p>	<p>Bidder requests clubbing of subclause 22.1 with clause 22. The exclusions of wilful misconduct, criminal acts and criminal negligence should be applicable to consequential losses only.</p> <p>The suggested change is in line with standard OIL clause in GCC.</p>	Not Acceptable	<p>Bidder requests OIL to kindly re-consider our query and club the first and second paragraph together. The exclusions of wilful misconduct, criminal acts and criminal negligence should be applicable to consequential losses only.</p> <p>This change is in line with the standard clause in all OIL tenders.</p>	No change.

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		<p>aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.</p> <p>22.3 Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause 22.2 above</p>				
<b>PART-III SECTION-IV – SCHEDULE OF RATES</b>						

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14.	1.0 Limit on Charges	<p>Please amend the clauses as below:</p> <p><b>1.8</b> The total evaluated rental charges of the Unit including crew plus Standard and Special Tools should not exceed <del>50%</del> <b>75%</b> of the total estimated contract value.</p> <p><b>1.9</b> Rental charges of logging Unit per month should not exceed <del>45%</del> <b>70%</b> of the monthly rental of logging Unit and Standard and Special Tools.</p>	<p>The quantity of months included in evaluation of Special Tools is 36 months for every service, while anticipated requirement is only for 10-11 jobs per service which indicates that callout model will be used per job requirement. This enhances the over-scoping in the commercial evaluation of Contract value.</p> <p>Bidder humbly request Oil India to either implement the proposed changes in clauses 1.8 and 1.9 or reduce the evaluation</p>	No change	<p>Bidder requests Company to incorporate following change:</p> <p><b>1.8</b> The total evaluated rental charges of the Unit including crew plus Standard and Special Tools should not exceed <del>50%</del> <b>60%</b> of the total estimated contract value.</p> <p>Bidder requests Company for this change, like it was considered in other similar tenders - CNI8965P22. This will help all Bidders to provide an optimal commercial bid.</p>	Not Acceptable
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			<p>of Special tools from 36 months to a more realistic value like (say) 12 months per service.</p> <p>Such changes will help Bidder to participate with best optimized prices.</p>			
15.	4.3	<p>Bidder requests following change:</p> <p><del>Rental charges shall be payable by Company for transit period between one Company's base to another. However rental charges shall not be payable after expiry of the stipulated mobilization period in case of delay in completion of Base shifting or Transportation of tool(s) between bases.</del></p>	<p>As highlighted in the query against clause 1.16, there is no mention of Inter-Location fee as part of Price Matrix. Also, the SOW enlists the districts within Orissa where the SOW is planned.</p> <p>So, Bidder requests deletion of this</p>			<p>Clause Deleted. To refer tender amendment.</p>

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			clause for consistency.			
16.	6.0 Mileage Charge	Bidder request following changes:  6.2 For evaluation purpose, transportation charge for an average <del>120km</del> <u>250km</u> (including both ways) in each wellsite trip will be considered. However, payments will be made at actual kilometer travelled.	Bidder believes this is a typo error and may be corrected to make it consistent with the Price Matrix.			Clause amended as under, refer tender amendment:  6.2 For evaluation purpose, transportation charge for an average <b>250 km</b> (including both ways) in each wellsite trip will be considered. However, payments will be made at actual kilometer travelled.
17.	Validations (Revised PROFOR MA-B1 dated 16.11.2022)	Bidder has an observation that the formula for "PRICES NOT ENTERED" for Note 7 and Note 8 need to be appropriately linked.	Currently, the formula is linked to an outside file.			Refer revised format (Proforma-B dated 16.11.2022 & B1 dated 25.11.2022) uploaded in e-portal in one excel file.
18.	Validations (Revised PROFOR MA-B1)	Bidder has an observation that the validation for Service Code A-13 needs correction in all three	Like other tenders, maybe Company requires to merge the cells			Refer revised format (Proforma-B dated 16.11.2022 & B1 dated 25.11.2022) uploaded

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	dated 16.11.202 2)	columns T, U, V of the excel file.	A-13a and A- 13b.			in e-portal in one excel file.
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