

Sun Petrochemicals Private Limited

(Sun Oil & Natural Gas –Division)

Commercial & Supply Chain Management

17/B, Mahal Industrial Estate, Mahakali Caves Road,
Andheri (E), Mumbai – 400093, Maharashtra [INDIA]

www.sunpetro.com/song

CIN: U24219GJ1995PTC028519

No. SunPetro/SONG/ITB/2018-19/G-126/BULLETIN-4

Dated 26-06-2018

BULLETIN # 4

SUB: RESPONSE TO BIDDER'S QUERIES

Ref: Tender No. SunPetro/SONG/ITB/2018-19/G-126

Tender Title: Hiring of Rig for Drilling & Work Over Integrated Services

Sun Petrochemicals Private Limited (SunPetro), hereby authorized following amendment in the above referred tender

SN	Page No & Clause	Subject	Bidder's Query	SunPetro's Response
1	Section-1, Invitation to Bid, Page 5, Point - 6	Bid Security / Bid Bond Indian Bidder : Indian Rupees : 15 Lakhs	Bidder Request to reconsider the Bid Bond in order to encourage the level field playing among the bidders.	Not Agreed
2	Section-1, Invitation to Bid, Page 5, Point 15	TENTATIVE ON FIRST WEEK OF OCTOBER 2018 OR AS STATED IN LOI	Kindly provide firm date /days required in the LOA.	Date of mobilization will be intimated later as per work programme
3	Section-3, General Condition of Contract, Page 24, Clause 3.1.41	Approved Sub-Contractors "Sub-Contractors" shall mean those persons or companies engaged by the Contractor in connection with the Services / contracts approved by SunPetro.	We have not received SunPetro Approved Sub Contractors list, Kindly furnish the same.	Bidder to submit sub-contractors list, if any, during bidding
4	Section-3, General Condition of Contract, Page 25, Clause 3.2.1	Duration of Contract Primary term of this contract will be 3 (Three)years from the "commencement date" with a provision to extend for 1(one)more year on same rate, terms and conditions.	Primary term of the Contract will be 3 years from the "Commencement Date" with a provision to extend for 1(one) more year on the mutually agreed rates, terms and Conditions.	Not Agreed

SN	Page No & Clause	Subject	Bidder's Query	SunPetro's Response
5	Section-3, General Condition of Contract, Page 26, Clause 3.3.1	<p>Additional Services, Materials, Supplies and Equipments</p> <p>If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 5% handling / service charges.</p>	If the items are not part of the Contract, Company will pay based on agreed cost or actual cost plus maximum 15% handling/service charge.	Not Agreed
6	Section-3, General Condition of Contract, Page 28, Clause 3.7, A	<p>Termination for Non- Mobilization or Non-commencement of Work</p> <p>A If the Contractor fails to timely mobilize the Materials or Equipment required to perform the work or having mobilized, fails to timely commence the work in accordance with the terms of the Contract, it would amount to material breach under the Contract and in such event, the Company shall have right to terminate the Contract immediately upon expiry of such specified time, unless otherwise provided or agreed by the Company.</p> <p>Consequences of Termination: Upon termination of Contract by Company under this sub-clause , the Contractor shall not be entitled to any payment whatsoever. The Contractor shall immediately refund any sum which the Company might have paid to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. which the Company shall sustain on account of such breach by the Contractor.</p>	<p>1. Termination shall only be acceptable if and only if the reasons for such delays are solely attributable to us.</p> <p>2. Upon termination of Contract by Company under this sub-clause, the Contractor shall not be entitled to any payment whatsoever. The Contractor shall immediately refund any sum which the Company might have paid to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. which the Company shall sustain on account of such breach by the Contractor.</p>	<p>Agreed However judgement of the company on this matter shall be final</p> <p>Not Agreed</p>

SN	Page No & Clause	Subject	Bidder's Query	SunPetro's Response
7	Section-3, General Condition of Contract, Page 28, Clause 3.7, D	<p>Termination for Convenience</p> <p>D. Company shall have a right to terminate the Contract in whole or in part, at any time with fifteen (15) days prior written notice thereof to the Contractor. Upon any such termination the Contractor irrevocably agrees to waive any and all claims for damages, compensations, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, Company shall pay the Contractor in accordance with Price Schedule mentioned in the Contract for the work / services performed by the Contractor till the date of such termination.</p>	<p>Not Acceptable.</p> <p>Reason : The Contractor at any given time during the execution of Contract after firm award of Work has already invested in equipment, manpower sourcing, material, services, supplies, insurance, and various other things, as per terms and conditions and rates for long term contract (Equal to the duration of Contract between Sun Petro and Contractor). Termination by Convenience will land up Contractor into huge financial/revenue/legal/opportunity losses etc.</p> <p>Along with this, as this is an integrated tender, sub-contractors will be designated for various services. Termination for Convenience will not be acceptable to Subcontractors also, as it is not a standard industry practice.</p>	Not Agreed
8	Section-3, General Condition of Contract, Page 31, Clause 3.7.4	<p>De-hiring:</p> <p>Company may, at its option, de-hire the services of the Contractor due to interruption in the work / unit programme, by giving five (5) days written notice to the Contractor and during this period applicable charges for equipment and personnel etc. shall be payable by Company. However, unless notice directs otherwise, contractor will take immediate action to demobilize the personnel, machines and other equipment immediately. SunPetro may call the Contractor along with the whole setup by issuing fifteen days' notice to mobilize again.</p>	<p>Not acceptable</p> <p>Reason: This is an integrated <i>tender</i>, sub-contractors will be designated for various services. As there are no. of other services also linked with Contract, de-hiring (whole setup) at Company's option will lay Contractor into default by incurring huge financial, opportunity, legal, revenue losses) and will not not be acceptable to Subcontractors also, as it is not a standard industry practice.</p>	Not Agreed

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9	Section-3, General Condition of Contract, Page 36, Clause 3.11	<p>Liquidated damage If Contractor for any reason other than Force Majeure, fails to timely mobilize all the equipment (fit for purpose) and/or personnel with requisite experience at designated location/well site as per the time schedule mentioned in the Contract or the extended date or fails to timely commence, continue or perform the services or continue uninterrupted Work in accordance with the terms of this Contract or the extended date or if Contractor repudiates the Contract before completion of the Works in accordance with the Contract, or any if above reason resulting to delayed delivery of work completion, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, half percent (1/2%) for each week on pro rata basis of late completion of work / delayed delivery of work up to a maximum of Ten percent (10%) of total work order value . However, delay in mobilization will attract half percent (1/2%) per week of late mobilization on pro rata basis up to a maximum of Ten percent (10%) estimated work / annualized contract value ..</p>	<p>Liquidated damage If..... remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, half percent (1/2%) for each week on pro rata basis of late completion of work / delayed delivery of work up to a maximum of Two percent (2%) of annualized work order value . However, delay in mobilization will attract half percent (1/2%) per week of late mobilization on pro rata basis up to a maximum of Two (2%) estimated work / annualized contract value .</p> <p>Reason : LD as per the industry widely acceptable norm is maximum upto 2% of the annualized Contract value for late completion or late mobilization which is proportionate in all respect and is a genuine pre-estimation of the loss that Company would incur as a result of DIL's failure to honor the terms of the Contract.</p>	Not Agreed

SN	Page No & Clause	Subject	Bidder's Query	SunPetro's Response
10	Section-3, General Condition of Contract, Page 37, Clause 3.11.3	Where Company is required to wait for any reason for a Contractor Equipment and/or personnel which is not made available on the site as per the schedule, in addition to liquidated damages payable by the Contractor, the Contractor shall also pay as pre-agreed damages an amount equivalent to daily operating rate for hired equipment, till time such equipment is made available to Company.	Not acceptable Reason: This is already covered under LD clause 3.11.1 late completion of work/delayed delivery of work, hence this is double obligation hence shall not be accepted.	Not Agreed
11	Section-3, General Condition of Contract, Page 41, Clause 3.18, Sub clause 3.18.3	Custom Duty, Entry taxes, etc. Equipment, materials and supplies imported for use solely and exclusively on matters (inter alia) related to petroleum operations. Company and Contractor agree to cooperate and to use all reasonable endeavors to obtain any exemption to which Company and/or Contractor at the port of entry or the port of exportation as the case may be.	For obtaining the EC, the Company should provide support where ever required by the Contractor. The Contractor shall be indemnified and hold harmless by the Company, its co-ventures, directors, officers and employees from any claim or liability, taxes, penalties, interests (By Company/Custom or any other government body) in case any delay for obtaining EC/PAC etc. is generated/raised/ intentionally/unintentionally from Company's end or is not solely attributable to the Contractor.	Company shall provide its support to obtain all necessary documents.
12	Section-3, General Condition of Contract, Page 43, Clause 3. 19, Sub clause 3.19.2	Contractors Insurances shall be primary to, and receive no contribution from Company insurances. If the Contractors neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Contractors risks and 5% more expense.	Contractors Insurances shall be primary to, and receive no contribution from Company insurances. If the Contractors neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the COMPANY has the right to procure and maintain policies at Contractors risks. and 5% more expense. Premium shall be charged, not 5 % additional expenses. Addition in the Clause " The Contractor is liable for insurance limited to the services quoted by him, not on the total services under the Contract".	Not Agreed

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13	Section-3, General Condition of Contract, Page 43, Clause 3. 19, Sub clause 3.19.3 a, b	The Contractor shall be responsible a loss of or damage to property of the Contractor whether owned, hired, leased or otherwise provided by the Contractor arising from or relating to the performance of the Contract, b personal injury including death or disease to any person employed by the Contractor arising from or relating to the performance of the Contract .	The Contractor shall be held responsible under point a and b only if the reason of such loss or damage to property of the Contractor are solely attributable to Contractor or its Subcontractor. In case such loss of property is due to the activity of the Company, Contractor shall be reimbursed/compensated the amount of loss incurred by the Contractor with additional 5 % as the lost opportunity cost.	Agreed as below The Contractor shall be held responsible under point a and b only if the reason of such loss or damage to property of the Contractor are solely attributable to Contractor or its Subcontractor. In case such loss of property is due to the activity of the Company, Contractor shall be reimbursed/compensated the amount of loss incurred by the Contractor”
14	Section-3, General Condition of Contract, Page 45, Clause 3. 20, Sub clause 3.20.4	CONTRACTOR'S OBLIGATIONS AND WARRANTIES Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.	We will take full responsibility for the Protection and security of materials and equipment that belongs to Contractor or its subcontractors while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.	Agreed

SN	Page No & Clause	Subject	Bidder's Query	SunPetro's Response
15	Section-3, General Condition of Contract, Page 50, Clause 3. 24, Sub clause 3.24.3	<p>Limitation of Liability The total liability of the contractor shall be limited to 100% of the contractor value if no fault by contractor. In case intentional damages, it would be 200% of the contract value. The Company shall indemnify and hold harmless the Contractor against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:Breach of Applicable Laws by the Contractor Group. .Liability for payment or non-payment of taxes and other statutory duties/ fees of any nature. .Liability for breach of Intellectual Property Rights of any person. .Breach of Confidentiality obligations.</p>	<p>Not Acceptable; Kindly modify.</p> <p>The total liability of the contractor shall be limited to 100% of the contractor value if no fault by contractor. In case intentional damages, it would be 200% of the contract value. The Company shall indemnify and hold harmless the Contractor against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:Breach of Applicable Laws by the Contractor Group. .Liability for payment or non-payment of taxes and other statutory duties/ fees of any nature. .Liability for breach of Intellectual Property Rights of any person. .Breach of Confidentiality obligations</p>	Not Agreed
16	Section-3, General Condition of Contract, Page 50, Clause 3. 25, A and B	<p>For Works / services : The Performance Bank Guarantee shall be of 10% of one year estimated contract value and shall be valid and be retained for Ninety (90) DaysSunPetro reserves the right to cancel the award of LOI / LOA.</p> <p>For Supplies The Performance Bank Guarantee shall be of 5% of contract value and shall be valid and be retained for Ninety (90) Days after the completion/termination of the Contract.....SunPetro reserves the right to cancel the award of LOI / LOA.</p>	<p>Reason : Twin PBG is not required. Not as per International Industry Standard. The amount will be covered in Performance Bank Guarantee for Work/Services I.e. 10% of one year estimated contract value and shall be valid and be retained for Ninety (90)</p>	There will be single PBG of 10% of contract value retained for entire contract duration plus 90 days

SN	Page No & Clause	Subject	Bidder's Query	SunPetro's Response
17	Section-3, General Condition of Contract, Page 56, Clause 3. 29.2, Inter-Location Rig Move Standard for Drilling/Workover Rig Package	<p>Inter-Location Rig Move Standard for Drilling/Workover Rig Package</p> <p>Rig movement time for cluster movement will be Twenty Four (24) Hours from the time of rig release.</p> <p>Rig movement time for movement upto 10km will be Forty Eight (48) Hours from the time of rig release.</p> <p>Rig movement time for movement more than 10 km will be calculated as Forty Eight (48) Hours plus half hour per KM in excess of 10km from the time of rig release.</p> <p>The ILM charge shall be discounted by 10% for each day's delay beyond the standard, as stipulated above of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.</p>	<p>" Cluster Means a location where more than one well, identified by the different well names are drilled and where the Workover rig is to be shifted by dragging/moving the Workover rig. The maximum distance in cluster wells shall be upto 60 meters."</p> <p>Rig movement time upto 10 Km will shall be 48-72 hours from time of Rig Release.</p> <p>Rig movement time for movement more than 10 km will be calculated as Seventy Two (72) Hours plus half hour per KM in excess of 10km from the time of rig release.</p> <p>The ILM charge shall be discounted by 10% for each day's delay beyond the standard, as stipulated above of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.</p> <p>Reason : As per Standard ONGC Contracts Terms and Conditions accepted by Subcontractors.</p>	<p>Cluster movement means movement within 100 m</p> <p>Not agreed</p> <p>Agreed</p> <p>Not agreed</p>

SN	Page No & Clause	Subject	Bidder's Query	SunPetro's Response
18	Section-3, General Condition of Contract, Page 55, Clause 3.29.2, Failure Penalty	<p>a) Failure to provide Rig Manager and Tool Pusher /Night Tool Pusher: At the rate of 5% of the operating day rate for the period of non-availability of the Rig Manager or Tool Pusher /Night Tool Pusher separately in each case.</p> <p>b) Failure to provide Driller and Asstt. Driller: At the rate of 3% of the operating day rate for the period of non-availability of the Driller and Asstt. Driller separately in each case.</p> <p>c) Failure to provide other personnel excepting these mentioned in 'a' & 'b'. At the rate of 3% of the operating day rate for the period of non-availability of each personnel excepting those mentioned in 'a' & 'b' above. No operating day rate shall be payable for that</p>	<p>a) Failure to provide Rig Manager and Tool Pusher /Night Tool Pusher: At the rate of 0.25% of the operating day rate for the period of non-availability of the Rig Manager or Tool Pusher /Night Tool Pusher separately in each case.</p> <p>b) Failure to provide Driller and Asstt. Driller: At the rate of 0.075% of the operating day rate for the period of non-availability of the Driller and Asstt. Driller separately in each case.</p> <p>c) Failure to provide other personnel excepting these mentioned in 'a' & 'b'. At the rate of 0.075% of the operating day rate for the period of non-availability of each personnel excepting those mentioned in 'a' & 'b' above. No operating day rate shall be payable for that</p> <p>Reason: The Percentage specified above is a genuine pre-estimate of the loss which will be suffered by Company on account of failure to provide (Rig Manager /Tool Pusher /Night Tool Pusher/Driller and Asstt. Driller and other personnel asked in the manpower details of the Tender) on the part of the Contractor. Such amount will be payable as a compensation to the loss incurred by Company.</p>	Not agreed
19	Page 124, Clause 6.3.4	Purchase Preference Linked With Local Contents LC	Kindly furnish the PPLC format which is required to be submitted for Price Preference.	There is no specific format

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20	Page 114 and 115, Clause 5.4, Person to be Deployed; Subclause 5.4.4., i, ii, iii, iv, v	<p>The Rig Manager / Rig Superintendent</p> <p>i) Should be of sound health and have work experience in drilling oil and gas wells, for about 10 years, of which at least 5 years should be in a senior management level. Must posses valid well control certificate (IWCF) and should be conversant with well control methods to take independent decisions in case of well emergencies. Qualification: Must be Engineering / Science Graduate or engineering diploma holder.</p> <p>ii) .</p> <p>iii) .</p> <p>iv) .</p> <p>v) Assistant</p>	<p>Kindly accept</p> <p>Rig Manager/Rig Superintendent, Tool Pusher, Night Tool Pusher, Driller, Assistant Driller should have valid IWCF or IADC Certificates</p> <p>Reason : It is acceptable in ONGC and all the other reputed PSU's of India and fulfil the industry norms, rules and regulations.</p>	Not agreed
21	Page 114, Clause 5.4, Person to be Deployed; Subclause 5.4.1 and 5.4.2	<p>Drilling Rig Floormen/ Roustabout - 8 -Working Hours :12 Hrs</p> <p>Workover Rig Floormen/ Roustabout - 6 -Working Hours :12 Hrs</p>	<p>Kindly clarify</p> <p>Floormen/ Roustabout - 4 -Working Hours :12 Hrs Or Floormen/ Roustabout - 8 -Working Hours :24 Hrs</p> <p>Workover Rig Floormen/ Roustabout - 3 -Working Hours :12 Hrs Or Floormen/ Roustabout - 6 -Working Hours :24 Hrs</p>	<p>Contractor's choice as it is turnkey</p> <p>Not agreed</p>

TECHNICAL				
1	Section -5, Integrated Drilling Services, Page 69, SN F, Well Control System , F1.1, F1.2	<p align="center">SUN PETRO REQUIREMENT</p> <p>F1.1 - BOP Stackof Metallic ; 11" BOP Stack of Annular and Double Ram Pressure Rating: 5000 psi</p> <p>F1.2 - Drilling Spool/Mud Cross ; Size: 11" Pressure Rating: 5000 psi</p>	<p>F1.1 - 11" or 13-5/8" BOP stack of Annular and Double Ram Pressure Rating: 5000 psi shall also be acceptable.</p> <p>F1.2 - Size: 11 or 13-5/8" Pressure Rating: 5000 psi shall also be acceptable.</p> <p>Changes in DSA and Spacer Spool will be made according to 11"or 13-5/8" BOP/BOP Stack.</p>	<p>13 5/8" BOP not acceptable.</p> <p>Only BOP mention in tender is required, which is 11" & 7 1/16".</p>
2	Section -5, Integrated Drilling Services, Page 68, SN D, Solid Control System , F1.1,	<p>Solid Control Equipment 250m3/ 1500bbl (150m3 Active + 100m3 Reserve Tanks). 3 Active Tanks + 2 Reserve Tanks.</p>	<p>160m3/1000 bbl (120m3/750 bbl Active + 40m3/250 bbl Reserve Tanks). 3/2 Active Tanks + 1 Reserve Tank.</p> <p>Reason : Widely accepted Solid Control Equipment System (in ONGC and other PSU's, private and public companies as a standard requirement). We ensure to fulfil Company's requirement with our existing system, and if needed changes will be accommodated in the current system</p>	Not Agreed
3	Section -5, Integrated Drilling Services, Page 71, SN L, Communication Package , L1.1,	<p>COMMUNICATION PACKAGE Wireless Radio Intrinsically safe : QTY: 5</p>	<p>QTY: 5</p> <p>We will provide Communication package ; frequency to be provided by Company.</p> <p>Alternatively, we will make arrangement for 2 mobile phones.</p>	Agreed for 4 mobile phones
4	Section -5, Integrated Drilling Services, Page 71, SN M, Safety Equipment ; M1.1	Eye Wash Station : 4	<p>Eye Wash Station : 2</p> <p>One at Mixing Room and another at Mud Tank</p>	Agreed for 3.
5	Section -5, Integrated Drilling Services, Page 72,	Gas Detection Equipment Multigas detector for H2S, CO2, and HC Qty: 3	Gas Detection Equipment Multigas detector for H2S, CO2, and HC Qty: 2 (1 working + 1 standby)	Agreed.

	SN M, Safety Equipment ; M1.5			
6	Section -5, Integrated Drilling Services, Page 72, SN M, Safety Equipment ; M2.4	Strechers: portable folding and Qty-1 ea.	Kindly complete the sentence	Folding stretcher, MIM weight carrying capacity 150 kg. Refer Drilling HSE
7	Section-5-III Integrated Workover Services, Pg 102, SN-X	<p align="center">SUN PETRO REQUIREMENT</p> <p>X.1- BOP Stack of Double Ram for wellhead Size: 11" & 7 1/16"</p> <p>X.2-Drilling Spool/Mud Cross -Size: 11" Pressure Rating: 5000 psi</p>	<p>X.1- BOP Stack of Double Ram for wellhead Size: 11" or 7- 1/16"both shall be acceptable.</p> <p>X.2 Drilling Spool/Mud Cross -Size: 7-1/16" or 11" Pressure Rating: 5000 psi shall also be acceptable</p> <p>Changes in DSA and Spacer Spool will be made according to 11"or 7-1/16" BOP/BOP Stack.</p>	11" Double ram BOP and 7 1/16" Double ram BOP Ref: Well schematic 11" will mostly used in Drilling. 7 1/16" mostly used in workover. DSA required.
8	Section-5-III Integrated Workover Services, Pg 101, SN-U; Solid Control Equipment; Subclause U.1	Total Capacity : 600bbl + 60bbl (Trip Tank) 3 Tanks. (2 Tanks active + 1 Reserve)	Kindly accept 80 m³ / 500 bbl + 50 bbl/8m³ (Trip Tank) 3 Tanks. (2/1 Tank(s) active + 1 Reserve) Reason : Widely accepted Solid Control Equipment System (in ONGC and other PSU's, private and public companies as a standard requirement). We ensure to fulfil Company's requirement with our existing system, and if needed changes will be accommodated in the current system	Agreed.
9	Section-5-III Integrated Workover Services, Pg 101, SN-U; Solid Control Equipment; Subclause U.5,	Tank-2 4 Shale Shaker (Capable to handle 220 GPM) 5 Shaker Screens: Sliding type, not bolted type	Pt 4 and 5 are not required for Workover Jobs. Alternate net arrangement can be made.	It is required for sand removal. Therefore kindly provide
10	Section-5-III	X.9 - BOP Test Pump with recorder	Kindly consider:	

	Integrated Workover Services, Pg 103, SN-X; Well Control System; Subclause X.9,		BOP Test Stump will be provided ; recorder will not be required.	Not Agreed
11	Section-5-III Integrated Workover Services, Pg 105, SN-Z; Communication Package	COMMUNICATION PACKAGE Wireless Radio Intrinsically safe : QTY: 5	QTY: 5 We will provide Communication package ; frequency to be provided by Company. Alternatively, we will make arrangement for 2 mobile phones.	Agreed for 4 mobile phones
12	Section-5-III Workover Services, Pg 105, SN-Z.10; Safety Equipment	Eye Wash Station : 4	Eye Wash Station : 2 One at Mixing Room and another at Mud Tank	Agreed for 3
13	Section-5-III Workover Services, Pg 105, SN-Z.10; Safety Equipment, 10	Gas Detection Equipment Multigas detector for H2S, CO2, and HC Qty: 3	Gas Detection Equipment Multigas detector for H2S, CO2, and HC Qty: 2 (1 working + 1 standby)	Agreed.

RESPONSIBILITY MATRIX-I AND II-5.A

1	SN-4	Handling (loading & unloading) and storage of Company's, contractor's & subcontractor's materials at drill site.	Handling (loading & unloading) and storage of Company's materials at drill site shall be under Company's (Sun Petro) Scope. Handling (loading & unloading) and storage of contractor's & subcontractor's materials at drill site shall be under Contractor's scope.	Not Agreed
2	SN-6	Inter-location movement of company's left over equipment	Inter-location movement of company's left over equipment shall be under Company's (Sun Petro) Scope.	Not Agreed
	SN-11	API inspection on contractor's drill string after completion of each 6 months /well throughout the	API inspection on drill string/lifting/handling tools after completion of each 12 months /	Agreed

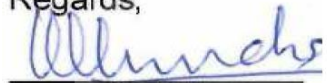
		duration of the contract	well throughout the duration of the contract. Reason : Standard Industry Practice acceptable by all PSU's, Private Companies.	
3	SN-23	Equipment & services not designed/mentioned but required by contractor in normal day today operations on Callout basis	Equipment/Services not designed/mentioned in the contract will not be provided by us until specified by the Company. Or Equipment & services not designed /mentioned but required by contractor in normal day today operations on Callout basis shall be under Company's scope (Sun Petro). Or If such equipment service is on call out, additional rates/cost will be applicable.	Not Agreed
4	SN-26	All equipment required for Drilling a well in Integrated Drilling contract, which include surface & Down hole LIH		Not Agreed
5	SN-29	Security at camp Site and Rig site. Cleaning of well site after Rig released	Security at camp site shall be under Company's scope.	Not Agreed
6	SN-31	Availability of Hydra at site for loading / unloading of company's equipment/ material at site till rig release	Availability of Hydra at site for loading / unloading of company's equipment/ material at site till rig release shall be under Company's Scope.	Not Agreed
7	SN-45	Transportation of all Equipment and chemicals required for the smooth operation.	Transportation of all Contractors Equipment and chemicals required for the smooth operation shall be in Contractors scope.	Agreed
8	SN-59	Technical Water required for the Entire Contract	Technical Water required for the Entire Contract shall be under Company's (Sun Petro) Scope.	Not Agreed
9	SN-64	LIH for directional drilling tools & equipment's	LIH for directional drilling tools & equipment's if: A) Due to Company (Sun Petro) or its Contractor (Except DIL and our Sub contractors); will be under Company's scope. B) Due to Contractor (DIL) or its sub	Not Agreed

			contractors; will be under Contractor's (DIL)scope.	
RESPONSIBILITY MATRIX-III-5A				
1	SN-3	Bunk house for Sun Petro's office at work site	Bunk house for Sun Petro's office at work site shall be under Sun Petro's Scope.	Not Agreed
2	SN-5	Handling (loading & unloading) and storage of Company's, contractor's & subcontractor's materials at drill site.	Handling (loading & unloading) and storage of Company's materials at drill site shall be under Company's(Sun Petro) Scope. Handling (loading & unloading) and storage of contractor's & subcontractor's materials at drill site shall be under Contractor's scope.	Not Agreed
3	SN-7	Inter-location movement of company's equipment attached with the rig and tubulars (Casing, Tubing, WellHeads, etc.)	Inter-location movement of company's equipment attached with the rig and tubulars (Casing, Tubing, WellHeads, etc.) shall be under Company's scope.	Not Agreed
4	SN-8	Fuel and lubricants etc for workover unit, vehicles &	Kindly furnish the complete details	Read as " Fuel and lubricants etc for workover unit, vehicles & camp
5	SN-13	API inspection on drill string/lifting/handling tools after completion of each 6 months /well throughout the duration of the contract	API inspection on drill string/lifting/handling tools after completion of each 12 months/ well throughout the duration of the contract Reason : Standard Industry Practice acceptable by all PSU's, Private Companies.	Agreed
6	SN-23	Periodic inspection of Contractor's equipment as per International Oilfield Practice	We are not familiar with International oil Field practice mentioned here, kindly furnish the details.	As agreed in SN-13, tubular, handling equipment or any down hole equipment needs to be inspected periodically
7	SN-24	Equipment & services not designed /mentioned but required by contractor in normal day today operations on Callout basis	Equipment/Services not designed/mentioned in the contract will not be provided by us until specified by the Company. Or Equipment & services not designed /mentioned but required by contractor in normal day today operations on Callout basis shall be under Company's scope (Sun Petro)	Not Agreed

			Or If such equipment service is on call out, additional rates/cost will be applicable.	
8	SN-29	Security at camp site & Rig site. Cleaning of well site & cellar pit after Rig is released.	Security at camp site shall be under Company's scope.	Not Agreed
9	SN-32	Provision of technical water at site for brine preparation	Provision of technical water at site for brine preparation shall be under Company's Scope.	Brine preparation/supply under Contractor's scope
10	SN-34	Supply of brine as to be specified by company's work over program	Supply of brine as to be specified by company's work over program shall be under Company's Scope.	Contractor to supply the brine as per Workover programme provided by Company
11	SN-35	Provision of water for firefighting water tank	Provision of water for firefighting water tank shall be under Company's Scope	Not Agreed
12	SN-38	Provide the Valid certificate of cement used & chemicals.	Kindly provide the details of Certificates required.	API cement certificate issued by manufacturer
13	SN-39	Provide number of person required to do cementing job successfully Mention in cementing program.	Please clarify the number of persons required.	Please provide the nos, of personnel to be deployed for executing the cementing program for drilling of well

Other Terms & condition of the Tender will remain unchanged.

Regards,



Surendra Mishra

Head-Commercial & Supply Chain Management

SunPetro Mumbai Oil and Natural Gas Division

(Sun petrochemical Pvt. Limited)

17/B, Mahal Industrial Estate, Sun House

Mahakali Caves Road Andheri (E), Mumbai – 400093[INDIA]

www.sunpetro.com/song/

Mob : +91-7506733131