

CLARIFICATION NO. 7
PROC-SERVICES/CB/DO-6400000100/2022
HIRING OF DRILLING RIGS (2500-3000 HP) SERVICES

Sr. No.	Clause	Description	SLR Comments	M/s OGDCL Response
	Annexure A			
1.	Scope of Work	The suitable system also be provided with capability to handle OBM and WBM Waste Management services as per tender documents	Waste management services not part of drilling contractor SOW. Please confirm for same.	Bidder understanding is clear. However, should be capable to connect with Fluid recovery system including Augers, Hi-G dryers, spin extractors (CDFR systems).
2.	Well Prognosis		Kindly share well prognosis for preparing technical & commercial proposals	First well under this contract shall be Wali Deep-1 (Exploratory) or Wali # 02 (Appraisal) as per tentative rig deployment schedule. Well prognosis is Attached under Flag-A.
3.	Well Location		Kindly share well location for preparing commercial proposal	Co-ordinates of the location is given in Flag-A attachment. After completion of Well Wali Deep-01, the rig can be deployed at anywhere in Pakistan as per TOR.
4.	3.1.4	Technical proposal not conforming to and deviating materially from the specifications and conditions laid down in Annexure A-1 to A-6 shall be determined to be non- responsive and shall be rejected. The bidder will submit bid without exceptions.	A few exceptions for the Purpose of clarification which are minimal requirements of SLB to meet contractual approvals internally are requested to be considered for consideration.	Bidder is advised to seek clarification and settle all exceptions prior to submission of bid.
5.	Annex A 2. Commencement of work	OGDCL requires one (01) - two (02) 2500-3000 HP Rigs during the first quarter of CY 2023 to spud the well(s) by March 31, 2023. Rig available in Pakistan is required to spud the well within 30 days from the issuance of LOI or within 90 days from the issuance of LOI if the rig is to be arranged/imported from outside	SLR offered drilling unit is currently engaged with another client. Rig availability can be managed in Q-2 2023. It is requested to consider 90 days from LOI to accommodate SLR for operations.	Addressed already.

		<p>Pakistan. The contractor is bound to provide the Rig and ready to spud the well at OGDCL location as mention above.</p> <p>However, if the first well is not spudded within the stipulated time due to delay on part of OGDCL such as non-availability of well / location then this period will be extended by three (03) months w.e.f April 01, 2023, and the contractor is bound to provide the Rig as per revised mobilization schedule. This period can be further extended with mutual consent of both parties (duration to be mutually agreed) and once consent has been established, rest of the contractual terms and conditions will apply for the mutually agreed revised spud date.</p>		
6.	3.2 Financial Evaluation	Demobilization fee will be paid only in the instance where, after de-hired by OGDCL, the rig remained stack for 2 months and is not hired by any company in Pakistan or if the rig is demobilized out of Pakistan. The bidder will provide an undertaking clearly explaining its status after the completion of 02 months subsequent to release	Demobilization shall be paid irrespective of the drilling unit's activity after completion of OGDCL contract.	As per TOR
ANNEXURE-A5-1- RATES, FEES AND OTHER CHARGES				
7.	a) Operating Rate	The operating rate with top drive will be US\$ () per 24 hours day and without top drive will be US\$ () per 24 hours day and is payable from the date of spudding the well/wells and will continue for the duration of the contract unless superseded by one of the other rates (Including no rate whatsoever) provided that the operating rates will only be payable when draw works is operative and/or contractors "	CONTRACTOR shall be paid for the operating rate when the draw works is operational and/or the drill string is in hole.	As per TOR

		drill string is in the hole for well operations and this rate is not in conflict with any other rate in the contract		
8.	b) Testing/Logging & miscellaneous Rates with & without Crew		5 day notice shall be provided by COMPANY to CONTRACTOR for mobilizing or demobilizing crew in-case the clause of 'without crew' is being exercised.	As per TOR
9.	c) Mobilization	The mobilization fee shall cover all expenses incurred by Contractor before and until the commencement date without any exception, including CONTRACTOR's personnel insurance, transportation expenses, fuel and lubricant, rental of drilling rig and CONTRACTOR's personnel, time taken by COMPANY to inspect the drilling rig and time taken by Contractor to make any modifications to suit contractual requirement	Please confirm for purpose of clarity.	As per TOR
10	d) Location Inter-move Rate	Note:- Only one rig move cost will be applicable from the above options given at Sr. No. (i) to (iii) as per discretion of the Company. In case of opting for Sr. No (i), Contractor to submit three financial quotations to Company for selection of lowest quote.	Please add for consideration: <ol style="list-style-type: none"> 1. Concerned third party supervisor shall be available for supervising the handling task of each load. Mobilization shall be made from the previous rig location to the next location only. 2. SLB reserves the right not to share quotations of their sub-contractors as per the confidentiality. Please consider to remove. 	As per TORs.
11	ANNEXURE-A5-1-RATES, FEES AND OTHER CHARGES	If Contractor is off rate during the last day of such a calendar month for reasons as described in this Clause, <i>payment</i> of rates will	Please consider processing of invoices & payments independent of the service quality or non-conformance events.	It is related to applicability of rates. Rest remain as per TOR.

	e) Repair Rate	<p>not be resumed until such time as normal operations are again in progress.</p> <p>During periods of a no-rate payment mentioned above Company may, at its option, elect to discontinue the provision of certain services and supplies normally furnished by COMPANY to contractor under this Contract.</p>	Financial impact related to the event shall be reflected in the service ticket.	
12	F) Remedial Rate	COMPANY will pay to contractor the remedial rate with top drive will be US\$ () per 24 hours day and without top drive will be US\$ () per 24 hours day only for limited period as per consent of Company on the basis of the technical evaluation of the event remedial rate shall be applied accordingly as decided by the Remedial Committee.	Any event that cause the applicability of remedial rate shall be proved to contractor and accepted same.	As per TOR.
ANNEXURE "A-6"- CONDITIONS TO THE CONTRACT				
13	1.1 CLAUSE – DEFINITIONS	<p>"Contract" means the terms and conditions contained in the Conditions to the Contract (A-6) and Annexure I – Draft Contract main Contract entitled hiring of drilling rigs services on well to well basis, annexure-A (A1 to A6).</p> <p>In the event of conflicts, the Conditions to the Contract (A-6) the terms and conditions of Drilling rig Contract shall take precedence over the Appendices.</p>	<p>Kindly provide this clarity, there are currently two sets of terms and conditions governing this particular tender.</p> <p>We request that this clarity be added to Article 1.1. Clarity is requested on the "main contract" and "Drilling rig contract", kindly confirm which set of terms and conditions take precedence – A6 or Annexure I.</p>	OGDCL SCM has already addressed this.
14	Section 1.1.2 1.1 CLAUSE – DEFINITIONS	"Contractor Area" means the areas covering the locations indicated in writing by the COMPANY for the discharge of the CONTRACTOR'S work obligations under this Contract.	"Contractor Area" to be changed to "Company Area"	OGDCL SCM has already addressed this.
15		"Gross Negligence" shall mean such wanton, wilful and reckless conduct as constitutes in	Kindly consider this definition to be added for clarity.	As per TOR

		effect an utter disregard for harmful, foreseeable and avoidable consequences.		
16	Section 1.4 CLAUSE – COMMENCEMENT DATE	<p>The Drilling Rig has arrived on location, and is properly ready to spud in the 1st well and rectifying the deficiencies highlighted in the report to the satisfaction of COMPANY.</p> <p>....</p> <p>However, in the case of any delay in declarations by COMPANY after reasonable notice from Contractor, the commencement date shall be the date after rectification of deficiencies to the satisfaction of COMPANY. During such delay/waiting period, Company will charge back to Contractor all associated cost for such entire duration.</p>	It is requested that clarity be provided.	As per TOR
17	Section 1.5 CLAUSE- DURATION AND TERMINATION	<p>2) COMPANY shall, upon written notice, have the right to terminate the Contract in the event that COMPANY becomes dissatisfied with the performance or progress under this Contract as a result of causes reasonably within the control of directly attributable to the CONTRACTOR and COMPANY has specified by written notice the cause of its dissatisfaction and CONTRACTOR has not remedied the matter complained of or has not taken steps and diligently proceeded to remedy such matter within seven (7) 15 days after such written notice is received by CONTRACTOR. Further remuneration shall cease to be due as from the expiry of said seven (7) days and the amount of Performance Bond/Bank Guarantee shall be forfeited upon such termination.</p>	We request that the provision be considered.	As per TOR

		6) COMPANY reserves the right to terminate the Contract in such events as provided for under Clauses 5.1, 5.2, and 5.3.		
18	Clause 3.3 Rates during repairs/inspection/modifications/maintenance	Operational KPIs to be mutually agreed after signing of Contract with no additional cost to OGDCL. Operational KPIs will be set based on following table 3.3(a). Well Head Installation (hrs) – Time includes the services rendered by third party i.e. well-head service company & pressure testing. Any delay shall not impact CONTRACTOR KPI Casing Running Speed (Excludes Make up of Shoe Track) – Time stated shall be applicable for cased hole only.	Request to be considered for clarity	Upon execution of the well, the KPIs will be reviewed by DO team by considering the well program & objectives.
19	Clause 5 Standard of Performance	5.1 Clause–Performance and Inspection of CONTRACTOR’s Drilling Rig e. COMPANY shall be furnished with copies of all the reports of such inspection. Any drill pipe not passing API Premium Class (two white bands; refer API Standard RP7G, latest edition) shall be rejected and replaced by new premium class plastic-lined drill pipe. Any drill collar with connections showing defects shall be replaced by new premium class collars or alternatively shall be re-cut in accordance with drill collar specifications.	Replacement of tubular with new joints will not be logistically possible to cater urgent operational requirements. Hence requesting to consider premium class tubular as per industry practices. In case CONTRACTOR is to provide certain equipment which is lost or damaged cost of	Premium class is acceptable.

		<p>f) If at any time an item which the CONTRACTOR is required to provide as per Clause 2.1 cannot immediately be produced by the CONTRACTOR and the CONTRACTOR cannot produce evidence that such item was lost or damaged during the course of operation, then the CONTRACTOR will, at COMPANY'S discretion, credit the COMPANY the rental rate for such item as per price list of a recognized rental agency, from the date such item was required until arrival of such item onboard the Drilling Rig</p>		As per TOR
20	Section 5.3.1 CLAUSE – RIGHT TO SHUT DOWN OPERATIONS / TERMINATE CONTRACT	<p>Without prejudice to the provisions of clause 6 (liabilities) of this Contract, if COMPANY is dissatisfied with the performance of CONTRACTOR, on account of incompetence of CONTRACTOR, slow progress in the Gross Negligent performance of operations hereunder or of Gross Negligence of safety precautions, as a result of causes reasonably within CONTRACTOR'S control or on account of negligent performance on the part of CONTRACTOR, COMPANY shall give CONTRACTOR written notice in which COMPANY shall specify in detail the cause of its dissatisfaction. Should CONTRACTOR fail or refuse to remedy the matter complained of within 10 30 days after the said written notice has been received by CONTRACTOR, COMPANY shall have the right either:</p> <p>.....</p> <p>In case where CONTRACTOR's Gross Negligence of safety standards leads to</p>	It is requested that "incompetence" be removed as the resumes will be provided in advance to OGDCL.	As per TOR

		imminent hazards, COMPANY reserves the right to direct CONTRACTOR to cease the operations immediately and no further rate whatsoever will be paid, until the situation is remedied.		
21	Section 5.3.2 (a) RIGHT TO SHUT DOWN OPERATIONS / TERMINATE CONTRACT	If the cumulative total of the periods of Zero Rate as per clause 3.3 exceeds one consecutive week in any calendar month or for any occurrence. In this case no indemnity shall be due to CONTRACTOR after this one-week limit.	This is not an event that has the capability of suspending all contractual indemnities granted to the Contractor. Kindly revise accordingly.	As per TOR
22	Section 5.3.2 (b) RIGHT TO SHUT DOWN OPERATIONS / TERMINATE CONTRACT	b) If CONTRACTOR fails to take out the insurances prescribed in section 23 or such insurance(s) become invalid otherwise than through an act or omission of COMPANY. No payment whatsoever shall be due in the former case and in the latter all remuneration shall cease to be due on the date the insurance(s) become invalid.	Kindly remove this provision.	As per TOR
23	Section 5.4 CLAUSE – REPLACEMENT OF PERSONNEL	If in COMPANY'S opinion, any member of CONTRACTOR'S personnel is incompetent, negligent, or working and/or behaving in such a way as to make his continued presence on the Drilling Rig and/or in COMPANY'S base undesirable, COMPANY shall notify CONTRACTOR in writing to that effect and CONTRACTOR shall at once remove him and shall at its expense replace the particular member of its personnel in the shortest possible time, with the one to be approved by the COMPANY.	Kindly remove this provision.	As per TOR.
24	Section 6.1 COMPANY'S MATERIALS	6.1.1 CONTRACTOR shall visually inspect all equipment and materials furnished by COMPANY before using same and shall notify COMPANY forthwith of any apparent defect therein in order to permit replacement or	Changes made in line with the industry wide accepted mutual hold harmless principle.	As per TOR.

		<p>repair of the defective item at once. CONTRACTOR shall exercise the correct care, maintenance and manipulation of COMPANY furnished equipment and will carry out maintenance and repair of this equipment on the Drilling Rig. Provided, however, that COMPANY shall, at its cost, provide all spare parts and materials required to maintain or repair COMPANY's items.</p> <p>6.1.2 If COMPANY's well consumables such as wellheads, tubulars etc. are damaged as a result of CONTRACTOR's negligence or willful wrong doing prior to installation in the well, CONTRACTOR shall, at COMPANY'S option, reimburse to COMPANY the cost thereof or the cost of necessary repairs.</p> <p>Notwithstanding anything herein to the contrary in this Agreement, the COMPANY shall defend, indemnify and hold harmless CONTRACTOR in respect of any damage to, loss or destruction of COMPANY'S Equipment/property or the equipment or property of its contractors/subcontractors of any tier, howsoever caused.</p>		
25	Section 6.2 CONTRACTOR'S SUBSURFACE EQUIPMENT	<p>6.2.1 Damage to or loss of CONTRACTOR's subsurface equipment, while operating with such equipment below the rotary table, excluding, however, damage or losses due to normal wear and tear or CONTRACTOR'S sole and proven gross negligence or willful misconduct, will be reimbursed by COMPANY at the depreciated replacement cost based on a four-year life period for such subsurface equipment,</p>	<p>6.2.1. Changes to the Clause are proposed keeping in mind industry wide accepted practice and previous agreements between the parties in terms of liability distribution in surface vs. underground.</p> <p>6.2.2. This carve-out poses a tier of negligence that goes beyond gross negligence/willful misconduct.</p>	As per TOR.

		<p>provided that the CONTRACTOR will not be paid less than 50% of original purchase value of equipment lost. The contractor will provide with bid the reasonable low rates for BHA components on sliding scale or the contractor will provide 03 quotes for LHM/DBR items comparable with OGDCL lowest purchases from last 03 years.</p> <p>6.2.2 CONTRACTOR's negligence referred to in Clause 6.3.1 above shall include, but not be limited to, CONTRACTOR's not having replaced worn-out material and equipment in time and at its own cost.</p>	<p>6.2.3 Deleted phrase not applicable. The initial inspection will reveal any pre-existing defects. Any other damage found in routine pipe inspections should be deemed occurred during operations hereunder and subject to indemnity.</p>	
26	Section 6.3.1 THE WELL	<p>6.3.1 Notwithstanding anything herein to the contrary in this Agreement, CONTRACTOR shall not be responsible for damage to or loss of the hole or casing therein and COMPANY shall defend and hold CONTRACTOR harmless for any such loss or damage, regardless of cause except when the particular loss or damage is caused by CONTRACTOR's negligence.</p> <p>In such a case CONTRACTOR's liability shall be limited to re-drilling a new hole equivalent to the depth of the hole so damaged or lost and CONTRACTOR shall be paid in accordance with Clause 3 for such re-drilling operation.</p>	<p>Changes to the Clause are proposed keeping in mind industry wide accepted practice and previous agreements between the parties in terms of liability distribution in surface vs. underground</p>	As per TOR.
27	Section 6.3.2 UNDERGROUND DAMAGE	<p>Notwithstanding anything herein to the contrary in this Agreement, COMPANY hereby accepts any and all responsibility for any underground damage including any damage to the well, formation and reservoir (including the cost of re-drilling) howsoever caused including all third party liabilities flowing from the event and COMPANY agrees to indemnify and hold</p>	<p>Changes to the Clause are proposed keeping in mind industry wide accepted practice and previous agreements between the parties in terms of liability distribution in surface vs. underground.</p>	As per TORs.

		CONTRACTOR harmless from any liability resulting from such damage.		
28	Section 6.3.3 WILD WELL	Notwithstanding anything herein to the contrary in this Agreement, COMPANY shall be responsible for any and all costs incurred in regaining control of a wild well or in the event of a fire, explosion or blowout as well as for cost of removal of any debris and cost of property remediation and restoration, and COMPANY shall release, protect, defend and indemnify CONTRACTOR and its suppliers, contractors and subcontractors of any tier from and against any liability including all third party liabilities flowing from the event for such, except where such costs are incurred due to the negligence of the CONTRACTOR.	Changes to the Clause are proposed keeping in mind industry wide accepted practice and previous agreements between the parties in terms of liability distribution in surface vs. underground.	As per TORs.
29	Section 6.4 PERSONNEL OF COMPANY (ADD New)	Notwithstanding anything herein to the contrary in this Agreement, CONTRACTOR shall not be liable for injury to or death of COMPANY's personnel or the personnel of COMPANY's other contractors and subcontractors on any tier, however caused, and COMPANY shall hold CONTRACTOR harmless from and indemnified against any claim in respect of such injury or death.	In line with the industry wide accepted mutual hold harmless principle.	As per TORs.
30	Section 6.4 POLLUTION	CONTRACTOR shall take all necessary steps to prevent pollution of area surrounding the wells. In the event of negligence on the part of CONTRACTOR resulting in a blowout or uncontrolled flow from the well, CONTRACTOR will be liable for any claims resulting from such pollution up to the amount of US\$ 250,000.00 per occurrence. Moreover, CONTRACTOR shall always remove at its own cost the rig or part thereof, in the event that the rig is lost or damaged beyond repair, from location, if so	Changes made in light of industry wide accepted practice.	As per TORs.

		<p>required by governmental authority Without prejudice to the foregoing, CONTRACTOR shall not be liable for pollution resulting from a blow out or uncontrolled flow from the well, where such blow out or uncontrolled flow is not attributable to its negligence and COMPANY shall hold CONTRACTOR harmless from any claims resulting from such pollution.</p> <p>Notwithstanding anything herein to the contrary, COMPANY shall assume all responsibility for, including control and removal of, and shall protect, defend and indemnify CONTRACTOR and its suppliers, contractors and subcontractors of any tier from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly from any and all pollution or contamination (including radioactive contamination) which may occur during the conduct of operations hereunder, including all third party liabilities flowing from the above events. COMPANY shall release CONTRACTOR and its suppliers, contractors and subcontractors of any tier of any liability for the foregoing.</p>		
31	<u>Section 6.5 NEW</u>	Neither Party shall be liable to the other for any punitive, indirect or consequential damages sustained by the other including without limitation business interruptions, loss of profits, loss of use of assets, loss of data and loss of contracts, and each Party shall hold the other Party harmless in respect thereof.	Disclaimer for consequential losses added.	As per TORs.
32	<u>Section 7.6</u> <u>Clause – Maximum Capacity</u>	COMPANY reserves the right to require CONTRACTOR to utilize any of CONTRACTOR's Equipment to its maximum capacity as rated by	Standard industry practices dictate to maintain a safety margin to ensure the safety of personnel & integrity of	Understanding is clear. Maximum capacity / working limits are defined taking into account the

		the manufacturer. Inability of equipment to perform at its rated capacity thus impairing the efficiency of operations shall entitle COMPANY to continue operations under Reduced Rate defined in the related clause.	equipment to prevent and excessive wear & tear resulting in smooth operational continuity.	ratings & safety margins as per industry practice.
33	<u>Section 7.10</u> Clause – Control of Mud Programme	COMPANY may, at its discretion, check and control the CONTRACTOR's implementation of the mud programme. CONTRACTOR shall be responsible for measuring mud weight & funnel viscosity only. CONTRACTOR shall take all reasonable care to use and maintain a mud with properties in accordance with any specifications made by COMPANY or acceptable to the latter. Should the mud properties, during drilling, prove inadequate, CONTRACTOR shall immediately contact the COMPANY'S representative to inform him of the situation. In the event no COMPANY'S representative is available, CONTRACTOR shall have the duty to improve said properties to the best of its knowledge, by consultation with the Mud Contractor and Mud Engineer.	Measurement of basic parameters can be performed by CONTRACTOR, however other mud properties & associated changes shall be monitored and maintained by COMPANY.	As per TOR.
34	<u>Section 7.11</u> Clause – Cutting/Core Programme	When requested by COMPANY, Contractor shall collect, save and identify the cuttings and cores according to COMPANY'S instructions and place them in separate containers to be furnished by COMPANY. Such cuttings and cores shall be made available to COMPANY at the location	Not in SLB SOW. Shall be managed by concerned third party.	As per TOR.
35	<u>Section 7.20</u> Clause – Social Laws	The CONTRACTOR shall be liable for payments direct to the appropriate authorities of all contributions and other moneys required or prescribed by social labor laws or any similar legislation in respect of its personnel and shall	SLB is not having any expertise in community handling.	Contractor will follow the applicable labor laws

		<p>indemnify the COMPANY for any payments whatsoever that the CONTRACTOR is required to pay in respect of the CONTRACTOR's personnel under any provision of such legislation.</p> <p>All community related issues shall be dealt by COMPANY. CONTRACTOR have no expertise in handling/managing such scenarios.</p>		
36	<p><u>Section 7.21</u> NEW- INTELLECTUAL PROPERTY OWNERSHIP AND INFRINGEMENT</p>	<p>Contractor owns all rights to the proprietary Intellectual Property embodied in the services and products provided to Company or which are created in the course of providing such services or products to Company. Contractor does not transfer any ownership rights in such Intellectual Property to Company.</p> <p>Contractor accepts liability only for Intellectual Property infringement claims arising out of a Company's normal use of Contractor products and services. Contractor will not be liable for Intellectual Property infringement that arises: out of a Company's use of Contractor products or services in combination with products or services not provided by Contractor; where the Contractor products or services have been specially modified, designed and/or manufactured to meet a Company's specifications; out of unauthorized additions or modifications to Contractor products or services; (iv) where the Company's use of Contractor products or services does not correspond to Contractor published standards or specifications.</p>	Changes made in light of industry wide accepted practice.	As per TOR

37	<u>Section 9 Security</u>	The COMPANY is responsible for security or guard service in the whole CONTRACTOR Area. CONTRACTOR may request COMPANY for additional support for security support to access locations.	Support requested for operational continuity	OGDCL will provide security to contractor as per OGDCL security policy.
ANNEXURE "1" – DRAFT CONTRACT				
38	<u>Section 13 - LIABILITIES</u>	10.1 Subject to Article 6.2.4 of Annexure A-6 (Conditions to the Contract) , each party shall defend, indemnify and hold the other party and its members /affiliates, co-ventures (if any), contractors or subcontractors, and it's and their respective employees, directors, officers, agents and invitees ("Group") harmless from and against any claim INCLUDING THIRD (3rd) PARTIES arising out of (i) loss or damage to its own property and the property of its Group , and / or (ii) death of or injury to its own personnel and death of or injury to any personnel of its Group.	For maintaining consistency with Annex A6 and in line with industry wide accepted practice for mutual hold harmless.	As per TOR.
39	<u>Section 13 - LIABILITIES</u>	13.2 Subject to Article 6.3.1, 6.3.2, 6.3.3 and 6.6 of Annexure A-6 (Conditions to the Contract) , each Party shall be liable for, and shall defend, indemnify and hold the other Party and its members/affiliates, co-venturers (if any), contractors or subcontractors, and its and their respective employees, directors, officers, agents and invitees harmless from and against all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses and liabilities of any kind and character arising out of third party property damage (including loss) or third party person injury (including death) caused by the indemnifying Party"s negligence during the performance of the Contract.	For maintaining consistency with Annex A6 and in line with industry wide accepted practice for mutual hold harmless.	As per TOR.

40	<p><u>Section 10 - LIABILITIES</u></p>	<p>10.3 Notwithstanding any other provision of this Contract, Company shall defend, indemnify and hold harmless the Contractor from and against all liabilities, claims, damages, losses and costs relating to or resulting from (a) through (e) below, including any and all personal injury, death and loss of or damage to the drilling rig, vessel or platform and all other property arising there from (except if caused by Contractor's Gross Negligence or willful misconduct):</p> <p>(a) damage to or loss of or impairment to any well (including the casing) or well bore (including Costs of redrilling, re-working and/or sidetracking);</p> <p>(b) killing of or the bringing under control of any well:</p> <p>(c) damage to or loss or any reservoir or productive formation, or subsurface minerals or structure or the loss of oil or gas therefore in;</p> <p>(d) blowout, fire, explosion, catering, or any uncontrolled well condition;</p> <p>(e) pollution, contamination, as well as containing, controlling and cleaning up any pollution, contamination (including radioactive contamination) or debris</p> <p>(f) pollution and contamination emanating from the generation and handling of waste or hazardous substances including the use, handling, transportation, treatment, storage or disposal of drilling, work-over or completion fluids</p> <p>g) loss, damage, injury and/or death suffered by any third party resulting from any of the above events, regardless of cause.</p>	<p>It is requested that the exception be considered in light of industry wide accepted practice for downhole risks being assumed by the operator regardless of cause.</p>	<p>As per TOR.</p>
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41	<u>Section 10 - LIABILITIES</u>	Gross Negligence or Willful Misconduct means any act or failure to act (whether sole, joint or concurrent) by a person that was intended to cause or and was in reckless disregard of, or and wanton indifference to, the harmful consequences to the safety or property of another person which the person acting or failing to act knew, or should have known, would result from such act of omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as it: (i) constituted mere ordinary omission or oversight; or (ii) was done or omitted in accordance with the express instructions or approval of all parties. The above mentioned liability clause will be applicable to both the parties i.e OGDCL and the Contractor, therefore its ambit and scope will be interpreted accordingly.	It is requested that the exception be considered in light of industry wide accepted practice for downhole risks being assumed by the operator regardless of cause.	As per TOR.
42	<u>Section 11 – INDMENITIES</u>	11.2 The Contractor shall indemnify the Company against all motions, proceedings, claims, liens and demands whatsoever which may be made against the Company by the third parties for or in respect of or out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Company have to pay any moneys in respect of any such claims or demands, the amounts to be paid and the costs incurred by the Company connection therewith, shall be charged in to and paid by the Contractor in full.	We request this provision be removed in its entirety.	As per TOR.
43	<u>Section 11- INDEMNITIES- NEW 10.3</u>	Notwithstanding any provision of any contract documents to the contrary, the aggregate total liability of contractor, its affiliates and its and	Aggregate cap on liabilities added.	As per TOR.

		<p>their subcontractor's personnel, arising out of or in any other way connected with the performance, non-performance or misperformance of the contract (including without limitation, any such liability to company, its co venture's and its and their affiliates and its and their subcontractor's personnel and any such liability to any third parties) shall be limited to an amount equal to 50 % of the Total Contract value and Company shall hold Contractor its affiliates and its and their subcontractors and personnel harmless from and indemnified against any such liability in access of that aggregate sum.</p>		
44	ADD NEW - TCC	<p>Each Party shall comply and shall endeavor to ensure that each member of its Group, comply at all times with all applicable trade embargo and export control laws, rules and regulations, including, without limitation, those of the United States, and shall not export or re-export any goods, software or technology (including, without limitation, technical data), directly or indirectly, without first obtaining all written consents, permits, or authorizations and completing such formalities as may be required by any such laws, rules or regulations.</p>	TCC to be addressed.	As per TOR.
45	ADD NEW – Tax	<ul style="list-style-type: none"> The rates set forth in CONTRACTOR's price schedule are based on tax, customs, duties and other laws prevailing at the time of submission of the priced bid. Notwithstanding any other provisions in this contract, in case of changes in any laws or regulations or in the application or interpretation of such legislation after the effective date of this contract, which results in additional sums becoming payable by CONTRACTORS in respect of any taxes, duties, 	Tax clause to be considered.	As per TOR.

		<p>levies or any other costs, then both Company and CONTRACTOR should meet in good faith and agree on the additional sums which have not been included in the Tender and should be reimbursed by Company to Contractor through separate invoice/s, to be prepared and submitted by CONTRACTOR and thereafter reimbursed by Company.</p> <ul style="list-style-type: none"> • Notwithstanding any other provision in this CONTRACT, the lump sums, fixed rates and any other prices set forth in this CONTRACT are exclusive of any services tax, Value Added Tax, sales tax (Federal or Provincial) or similar tax that is or may be levied on such compensation or payments. Any such tax shall be separately stated on applicable invoice(s) and shall be paid by COMPANY to CONTRACTOR who shall make the appropriate payments to the relevant tax authorities. The afore-said amount of tax may be invoiced either with the original invoice or thereafter in a separate invoice • Where the CONTRACTOR seeks to import any equipment into Pakistan, for the purpose of providing services to COMPANY under this Contract (or seeks to export any equipment from Pakistan after the provision of such services), then the COMPANY shall provide the CONTRACTOR with all letters and documents and all assistance which the CONTRACTOR may require in order for the CONTRACTOR to import such equipment into Pakistan. 		
<u>Annexure A-1 – Technical Requirements</u>				
46	A-2 Top Drive	<p>Top Drive</p> <ul style="list-style-type: none"> • Soft torque & Anti-collision system 	Soft Torque system is not available for the Top Drive System	As per TOR.

47	E1.1	21-1/4-2K or 5K Annular BOP	Please confirm if 21-1/4"-2K BOP can be offered	Agreed.
48	E1.2	21-1/4-5K Double Ram BOP	Please confirm if 20-3/4-3K Double Ram BOP can be offered	As per TOR.
49	E2.2	Kill Line one manual gate valve, and one hydraulically operated gate valve	Compliant with API standards, please confirm if 2 manual kill line valves along with 01 check-valve can be offered.	Agreed.
	Section F-12	Casing scraper For employer's casings as per Employer's 'outline of casing program' i.e. 5", 7", 9 5/8", 13 3/8 etc.	Please confirm casing specifications for the well. Can arrange to rent out the scrapers, however the provision rests on market availability.	As per casing program / well prognosis.
50	Section F-14	Stabilizers (1 Near Bit + 2 String) with back up	Please confirm if the requirement is one-time provision of stabilizers and redress to be managed by OGDCL?	Stab sizes as per TOR (1/16" - 1/8" under gauge for each sizes) will be provided by the Rig contractor.
51	Section H	Fishing Tools	Please confirm if contractor shall provide the complete fishing tools & accessories. Normally at drilling units, only contractor string related fishing tools are available and which are used as back up only.	Bidder to share the complete list of fishing tools for their drill string as per TOR.