

**OIL INDIA LIMITED**  
**RAJASTHAN FIELD**  
**JODHPUR**

**AMENDMENT No. 3 Dated 22.04.2024**  
**To TENDER No. GEM/2024/B/4761784**

This amendment against Tender No. GEM/2024/B/4761784 is issued as under to amend the following:

1. Reply to pre-Bid Queries from the bidders have been enclosed as below:
  - i. Reply from M/S. BAKER HUGHES as **Annexure-AA**
  - ii. Reply from M/S. ASAP FLUIDS as **Annexure-BB**
  - iii. Reply from M/S. HALLIBURTON as **Annexure-CC**
  - iv. Reply from M/S. KMC OILTOOLS as **Annexure-DD**
  - v. Reply from M/S. SLB as **Annexure-EE**
2. Amendment in scope of Work and Special Conditions of Contract (SOW&SCC) is enclosed vide **Annexure-A**.
3. Amendment in BEC is enclosed vide **Annexure-B**.
4. Revised **Annexure 2, Annexure 4, Table 2, Table 1a, 1b and 1c** have been uploaded in lieu of existing.
5. The Bid Closing/Technical Bid Opening Date of the Tender is extended as:

Bid Closing Date & Time: 06.05.2024 at 15-00 hrs. (IST)

Technical Bid Opening Date & Time: 06.05.2024 at 15-30 hrs. (IST)

6. All other terms & Conditions remain unchanged.

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Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
<b>PART – 3, SECTION – II SCOPE OF WORK</b>				
1.	1.3 SUPPLY OF MUD AND COMPLETION CHEMICALS AND ADDITIVES:  Page 2-3	1.3.6 OIL shall have the option of using Chemicals from its own stock (from OIL's Godown) depending on the wells requirement and OIL's discretion. Payment for which shall not be paid to Bidder.	Kindly provide details of OIL's Ex-stock chemicals so that bidder can plan the inventory accordingly.	Agreed. To be amended as under:  1.3.6 OIL shall have the option of using Chemicals from its own stock (from OIL's Godown) depending on the wells requirement and OIL's discretion. Payment for which shall not be paid to Bidder. The OIL's chemical list will be provided to the party as soon as the contract is awarded.
2.	2.0 DRILLING WASTE MANAGEMENT (DWM):  Page 3	2.1.2 The Contractor is required to mobilise complete DWM package, manpower and services along with Mud Engineering services. The Contractor shall state existing similar commitments and warrant the availability of the equipment, materials and services being proposed.	Requested Company to de-scope the Wastewater Management services from tender, as we are Drilling Fluids Technology service provider and waste management is done by third party services. If Company approach to those third-party service providers the project cost will be optimized, and we will be focus on fluids technical part. In case, Company does not de-scope Wastewater management services, request company to provide fuel for generator use for ETP unit or provide power to ETP unit.	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
3.	2.3. EQUIPMENT:  Page 4	2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater / drill-cuttings generated from the drill site to the prescribed limits.....	ETP will treat the Wastewater does not drill cuttings. Kindly delete drill cuttings from scope of work.	Agreed. To be amended as under:  2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater generated from the drill site to the prescribed limits. (test report of drill cuttings may be needed as per the requirement of OIL)
4.	2.4 STANDARD OF PERFORMANCE :  Page 5	c) The requirement of total quantity of water treatment chemicals to drill the wells including a 50% back-up as contingency.	Kindly reduce Contingency material to 30%. Or else include the clause "Company shall purchase all balance chemicals once project is over"	Not agreed. Please be guided as per tender.
5.		e) The Contractor shall provide a suitable testing laboratory with adequate testing equipment, chemicals and reagents to carry out a full check of untreated and treated water	ETP lab is limited with performing four lab tests within it like TDS, OIL content, Chlorides and hardness. Rest all tests will be done at nearest NABL approved lab once in two weeks.	Not agreed. Please be guided as per tender.
6.		-----	Company needs to confirm that all required lifting facility (including manpower) shall be provided by the Company to offload/load Equipment & Chemical	Not agreed. Please be guided as per tender.
7.	2.8 HEALTH, SAFETY AND ENVIRONMENT:	2.8.5 Contractor shall follow all the MSIHC Rules ,1989, OISD STD 144 & 200 GDN	Requesting Company to clarify above mentioned standard in detail	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
	Page 7-8	wherever applicable in the Rules & Standard,		
8.		2.8.14 Contractor shall follow all safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion. Contractor shall conduct monthly mock drills including odd hrs & HSE meetings. The record of the same submitted to OIL.	Requesting Company to delete above clause as it is not applicable to contractor's scope of work	Not agreed. Please be guided as per tender.
9.	Annexure 5 RESPONSIBILITY MATRIX FOR MATERIAL AND SERVICES:  Page 15	7. Unskilled manpower required for handling and mixing of mud chemical at drilled site. Provided by- Bidder At the cost of- Bidder  9. Loading, unloading, mixing of Chemicals & cleaning of Mud handling equipment's at each drill site.	As per OIL Standard mixing crew shall be provided by OIL or rig contractor. Kindly delete this from contractor's scope of work.	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		<p>Provided by- Bidder At the cost of- Bidder</p> <p>13. Disposal of empty bags, drums and other left over of Chemicals.</p> <p>Provided by- Bidder At the cost of- Bidder</p>		
<b>PART – 3, SECTION – III SPECIAL CONDITIONS OF CONTRACT</b>				
10.	2.0 PROVISION OF PERSONNEL AND FACILITIES:	2.5 Company will provide the Mud Engineers and DWM personnel's accommodation and preliminary first-aid services at well site free of charge. Company shall provide only boarding & lodging facility at Site for 5 (five) Contractor's personnel. However, food and lodging facility will not be provided to the personnel during the ILM of drilling rigs.	In case contractor is providing mud lab with accommodation, requesting company to provide power, water and sewage line (connection) and food at site.	Not agreed. Please be guided as per tender.
11.	5.0 OBLIGATIONS OF THE CONTRACTOR:	5.9 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which	As the location is in rural area; requesting Company to provide replacement request for minimum 5 working days.	Agreed. To be amended as under: 5.9 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		Company reserves the right to ask for removal of any Contractor's Personnel with 24 hours' notice.		reserves the right to ask for removal of any Contractor's Personnel with 72 hours' notice
12.		5.12 Inter location movement (ILM) of tools / equipment / accessories from first location to subsequent locations shall be the responsibility of the Contractor.	Requesting Company to provide Security at wellsite gate & Company will be responsible of chemicals, equipment at any location until ILM (or contractor representative is not present).	Not agreed. Please be guided as per tender.
13.		Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.	Kindly mention the mud chemical quantity shall be mobilized for first mobilization. Eg. Min one well's chemicals shall be present in Warehouse prior to get sign on mobilization certificate.	Please be guided as per tender.  However, it is clarified as under: Chemical quantity will be notified along with the mobilization notice.
14.		Notwithstanding any provision in the Contract, payment on hourly Pro -rata basis shall be payable for the period, the job or activity assigned to the	Kindly provide time of one hour per day for maintenance of equipment which shall be paid either standby or operating as per operations. In price matrix, Company asked for Day rate model for equipment and personnel; hence requesting Company to pay as	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		Contractor is halted due to breakdown of Contractor's tools/equipment, non-availability of key personnel or for any other reason whatsoever attributable to the Contractor up to 06 (six) hours. After 06 hours, no charges will be paid to the Contractor.	per day rate model. Or else contractor shall provide hourly rate model.	
15.		Specialized Chemicals	In the bid, company asked for various chemicals which may not require during the execution stage; Can contractor suggest for specialised chemicals instead of list of provided chemicals?	Not agreed. Please be guided as per tender.

**End of Annexure-AA**

**REPLY TO PRE-BID QUERIES OF M/S. ASAP FLUIDS**

**Annexure-BB**

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
<b>PART – 3, SECTION – II SCOPE OF WORK</b>				
1	1.2 MUD ENGINEERING SERVICE:  Page 1	1.2.2 The Lead Mud Engineer must have minimum five (5) years of experience and the Second Mud Engineer must have at least three (3) years of experience as mud engineer in drilling wells with minimum educational qualifications for the mud engineers should be M.Sc. (Chemistry) / B.E. (Chemical)/ B.Tech (Chemical).	To include B.Sc (Chemistry) also in the required minimum educational qualification for Mud Engineers. Other PSU/Private operators are allowing Engineers with Bachelors degree in Science and their performance has been satisfactory including in ongoing OIL contract.	Not agreed. Please be guided as per tender.
2	1.3 SUPPLY OF MUD AND COMPLETION CHEMICALS AND ADDITIVES:  Page 2-3	1.3.1 ..... The contractor is required to maintain his warehouse for chemicals at a suitable place in Jaisalmer or Jodhpur area and bring in chemicals to site on routine basis as per requirement.	to allow contractor to maintain warehouse at a suitable place from where material can be mobilized within 24 hours..	Not agreed. Please be guided as per tender.
3		1.3.5 OIL shall not buy any leftover chemicals brought in by the Contractor after completion of the	Considering above clauses, it will be difficult for the contractor to determine the quantity of chemical to be stocked at the rig site/warehouse. We, request OIL to use its own stock only	1.3.5 Not agreed. Please be guided as per tender.  1.3.6 To be amended as under:

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		<p>project/expiry of the contract under any circumstances.</p> <p>1.3.6 OIL shall have the option of using Chemicals from its own stock (from OIL's Godown) depending on the wells requirement and OIL's discretion. Payment for which shall not be paid to Bidder.</p>	<p>if the contractors stock is not available at the rig site.</p>	<p>OIL shall have the option of using Chemicals from its own stock (from OIL's Godown) depending on the wells requirement and OIL's discretion. Payment for which shall not be paid to Bidder. The OIL's chemical list will be provided to the party as soon as the contract is awarded.</p>
4	<p>1.4 WELL SITE LABORATORY AND MUD TESTING KIT:  Page 3</p>	<p>1.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API Filter press, HP-HT filter press, 6- speed viscometer equivalent to Fann model 35 SA, retort kit, blender, magnetic stirrer, hot plate, pH meter, Mud Resistivity meter, lubricity tester etc (Annexure-2). The laboratory should consist of two parts</p>	<p><b>1.Lubricity Tester-</b> Request Oil to please remove the Lubricity Tester from the list of Laboratory Equipment (Annexure 2) as it is sensitive equipment and requires frequent calibration which is not possible in the field. Non calibrated Lubricity Tester will give erroneous reading.We can provide the Lubricity Tester at our Base Laboratory, located at Mumbai.Oil India is requested to kindly confirm.</p> <p><b>2.HPHT Filter Press-</b> As per clause 2.9 of SOW , wells have low BHT hence HPHT Filter Press will not be required. Request Oil to kindly remove HPHT Filter Press from the list of equipment (Annexure2-Pg 12 of Sow)</p>	<p>Agreed as under.</p> <p>The requirement of 1 No. HP-HT Filter Press at Srl No. 13, in Annexure 2 at Page No. 12 is deleted.</p> <p>1.4.1 To be amended as under:</p> <p>1.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API Filter press, 6- speed viscometer equivalent to Fann model 35 SA, retort kit, blender, magnetic stirrer, hot plate, pH meter, Mud Resistivity meter, lubricity tester etc (Annexure-2). The laboratory should consist of two parts having laboratory in one and office in the other part.</p>

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		having laboratory in one and office in the other part.	<b>3. Resistivity Meter</b> -is used in logging operation and is available with Logging Service Provider. Hence, request OIL to remove this from list of equipment.	
5	2.2 GENERAL SCOPE OF OPERATIONS: Page 4	2.2.4 The Contractor shall evaluate the final effluents of DWM at a NABL accredited laboratory recognized by State/Central Pollution Control Board at regular interval (weekly) and submit the report to the Company.	report from NABL accredited Lab to be submitted monthly instead of weekly.	Agreed. To be amended as under: 2.2.4 The Contractor shall evaluate the final effluents of DWM at a NABL accredited laboratory recognized by State/Central Pollution Control Board at regular interval (Fortnightly) and submit the report to the Company.
6	2.7 TECHNICAL SUPPORT Page 7	2.7.3 One flowmeter should be installed in the inlet & one flowmeter should be installed at the outlet of the ETP unit.	Since the inlet flowmeter gets damaged frequently due to the solid contamination & debris in the in going effluent water, which chokes flowmeter & damages suction pump , request OIL to allow contractor to install one flowmeter at the outlet only.	Not agreed. Please be guided as per tender.
7	Annexure 1 Table 1 C Page 11	7. HP-HT filter loss	As per clause 2.9 of SOW, wells have low BHT hence HPHT Filter Loss will not be applicable. Request to remove the same from Table 1C.	Agreed.  This point is to be deleted (Amended table 1C is attached herewith)
8	Annexure 1 Table 2 Page 11	14. Pipelax	Pipelax is a branded product. Request Oil to amend it as Pipelax or equivalent .	Agreed. To be amended as under:  Point 14 : Spotting fluid Revised table 2 is enclosed.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
9	ANNEXURE 3 DWM PACKAGE & SERVICES Page 13	Item IV Centrifuge Fully Hydraulic drive centrifuge complete with Mono pump with required drive.....	to replace the Fully Hydraulically Operated Centrifuges with Variable Frequency Drive (VFD) operated units meeting all performance criteria of OIL .	Agreed.  To be amended as under: <b>Centrifuge:</b> Fully Hydraulic drive / VFD operated unit
10	ANNEXURE 4 Parameter of treated effluent Page 14	7. Chlorides 600 mg/l	As Per the Scope of work, Chlorides content should not be more than 600 mg/l for the treated water of METP.	Agreed.  To be amended as under:  7. Chlorides : should not be more than that of source water
11	Annexure 5 RESPONSIBILITY MATRIX FOR MATERIAL AND SERVICES: Page 15	7. Unskilled manpower required for handling and mixing of mud chemical at drilled site. Provided by- Bidder At the cost of- Bidder	We request OIL INDIA to provide unskilled labour for mud mixing, loading & unloading of chemicals at locations. It is economical for OIL to provide labour for above through rig contractor, including seamless handling of local issues, if any, by OIL India, for uninterrupted operations.	Not agreed. Please be guided as per tender.
12		9. Loading, unloading, mixing of Chemicals & cleaning of Mud handling equipment's at each drill site. Provided by- Bidder At the cost of- Bidder	Please confirm, OIL will provide Crane/Forklift/Hydra for mud mixing & all other ASAP operations, without any waiting.	Not agreed. Please be guided as per tender.

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<b>PART – 3, SECTION – III SPECIAL CONDITIONS OF CONTRACT</b>				
13	Ingress & Egress Clause	NIL	Request OIL to add Ingress & Egress at location clause as provided in other tenders of OIL . For eg. Tender no. CEG9620L19.	Not agreed. Please be guided as per tender.
14	3.0 LABOUR:	3.2 The contractor shall be responsible for the safety of their sub – contractor's personnel, if any, and provide them food and accommodation facilities, if required.	not to allow unauthorised person from entering the rig site as such breach of security creates problem at times and disrupts the ongoing operation and safety of personnels.	Not agreed. Please be guided as per tender.
15	PROFORMA-B Price Bid Format	C. Chemicals for Drilling Fluid	Request OIL to allow bidders to quote additional chemicals including speciality chemicals, which has shown excellent results in the previous contracts, in the Price Bid which may be necessary to mitigate the downhole complications and to reduce NPT.	Not agreed. Please be guided as per tender.

**End of Annexure-BB**

**REPLY TO PRE-BID QUERIES OF M/S. HALLIBURTON**

**Annexure-CC**

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
<b>GENERAL</b>				
1.	Tender Document	NIL	Bidder requests to confirm the number of firm+ contingent wells considered for this tender. Also Bidder requests to confirm the location of the fields where services are to be rendered.	Not agreed. Please be guided as per tender.
2.	Tender Document	NIL	Bidder requests to on the number of rigs to be deployed for this campaign. As inferred 2 rigs would be used; however, bidder requests to confirm if these would be firm throughout the campaign for 3 years.  <i>Note: Mobilization and demobilization for Mud Engineer Management (DWM) shall be done as per requirement for</i>	Not agreed. Please be guided as per tender.
3.	Tender Document	NIL	Bidder requests to provide the tentative schematic of wells with depth considered.	Not agreed. Please be guided as per tender.
<b>PART-2 : Bid Evaluation Criteria</b>				

Sr. No.	Clause No & page no	Existing Tender Clause		Clarification / Modification Proposed	OIL's Reply
4.	1.5 MOBILISATION TIME:	MOBILISATION TIME: The bidder must be in a position to mobilize the services as under:		Bidder requests to increase the mobilisation time to 90 days considering imported content and Intertim Mob-Demob to 45 days	<p>Agreed. To be amended as :</p> <p><b>Clause 1.5 MOBILIZATION SCHEDULE:</b></p> <p><b>Particulars:</b> Mobilization of tools, equipment, accessories, consumables &amp; associated Services as per Scope of work.</p> <p><b>Mobilization time:</b> Within 75 days of Mobilization notice issued by Company.</p>
Particulars		Mobilization Time			
Mobilization of tools, equipment, accessories, Within 60 days of Mobilization consumables & associated Services as per Scope of work	Within 60 days of Mobilization notice issued by Company				
Mobilization of Contractor's Personnel	Within 7 days of Mobilization notice issued by Company				
Interim remobilization of tools, equipment, Within 30 days of Mobilization accessories, consumables &	Within 30 days of Mobilization notice issued by Company				

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply		
		<table border="1"> <tr> <td data-bbox="569 266 779 521">associated notice issued by Company Services as per Scope of Work</td> <td data-bbox="783 266 968 521"></td> </tr> </table>	associated notice issued by Company Services as per Scope of Work			
associated notice issued by Company Services as per Scope of Work						
<b>PART – 3, SECTION – II SCOPE OF WORK</b>						
5.	2.5 PERSONNEL: Page -5	2.5.1 f) Shall be able to run the filtration units if required during well completion operations/ production testing.	Bidder requests to confirm as filtration unit is not a part of scope, will this be valid?	Not agreed. Please be guided as per tender.		
6.	2.3. EQUIPMENT: Page -4	2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater / drill-cuttings generated from the drill site to the prescribed limits....	Bidder requests to confirm that ETP is envisaged for this purpose. However, we wish too confirm if for dumping of drill cuttings what will be the provision. Also, bidder requests to confirm that waste pits would be in OIL's Purview; their tentative location and	Agreed.  To be amended as under :  2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater generated from the drill site to the prescribed limits. (test report of drill cuttings may be needed as per the requirement of OIL)		

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			location of the ETP would be near the pits.	
7.	Proforma-B Price Bid Format	8. Rental Charges	Bidder requests to confirm if operating days for units are considered for 2 rigs each for a period of 3 years. (2190 Days) for example)	Yes
8.	Proforma-B Price Bid Format	C. Chemicals for Drilling Fluid	Bidder requests for Generic names of – 1) Geltax 2) XCP 3) CI	It is clarified as under:  1) Geltax - Guar Gum 2) XCP - XC Polymer 3) CI - Corrosion Inhibitor
9.	Tender Document	General	Bidder requests for 4 weeks extension on the subject tender due to the scope	Please be guided by the Corrigendum issued against the tender.

**End of Annexure-CC**

**REPLY TO PRE-BID QUERIES OF M/S. KMC OILTOOLS**

**Annexure-DD**

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
1.	GCC CLAUSE NO. 27  REMUNERATION AND TERMS OF PAYMENT: 27.11 a) & b)	27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR: a) Audited account up to completion of the Contract. b) Tax audit report for the above period as required under the Indian Tax Laws.	May please clarify term "up to Completion of Contract" For eg: contract ending in period Dec'27 Audited account up to March'26 only be completed. So should the contractor wait for another year for discharge of full and final payments?	<b>Following Clause is added at Point No. 8.0 in Special Conditions of Contract:</b>  8.0 PAYMENT FOR DEMOBILIZATION: Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents upto the last completed financial year, from the CONTRACTOR: a) Audited account up to the last completed financial year before the completion of the Contract. b) Tax audit report for the above period as required under the Indian Tax Laws. c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
				<p>CONTRACTOR or by its sub-CONTRACTOR for the above period.</p> <p>CONTRACTOR to also submit the following documents along with the demobilization invoice:</p> <p>d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period), payment of duty drawback benefit availed by the contractor to OIL and also cancellation of re-export bond if any.</p> <p>e) Any other documents as required by applicable Indian Laws.</p> <p>f) Undertaking by the Contractor certifying that he shall submit all documents as mentioned in points (a), (b) &amp; (c) above for the financial year in which the contract has been completed, within 30 days of the completion of the tax audit.</p>

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
				g) In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.
2.	PART-3, SECTION-II SCOPE OF WORK  2.0 DRILLING WASTE MANAGEMENT (DWM):	2.1 The Company intends to treat the waste water/drill-cuttings generated from the drill site.....	As defined in the clause, "The Company intends to treat the waste water/drill-cuttings generated from the drill site"- Can the company specify what exact SOW is intended for the drill cuttings.	It is clarified as under:  The Company intends to treat the waste water. Please refer to tender amendment.
3.	PART-3, SECTION-II SCOPE OF WORK  2.3. EQUIPMENT	2.3.1 Bidder to submit a test report of their laboratory indicating the specifications of untreated water as well as treated water along with the ranges of dosages of chemicals required to arrive at the water	Requesting company to kindly provide the details of the location for collection of the untreated sample. This will help all the bidders to attain similar samples and also thereafter company can lock in the input parameters too.	Please refer to Amendment in Clause No. 2.3.1

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		quality prescribed by state pollution control board (Annexure-4)		
4.	PART-3, SECTION-II SCOPE OF WORK  2.2 GENERAL SCOPE OF OPERATIONS:	2.2.4 The Contractor shall evaluate the final effluents of DWM at a NABL accredited laboratory recognized by State/Central Pollution Control Board at regular interval (weekly) and submit the report to the Company.	Requesting company to change frequency of final effluent from weekly to fortnightly, as this has been a common practice in the industry in other assets of OIL and ONGC.	Agreed.  To be amended as under : 2.2.4 The Contractor shall evaluate the final effluents of DWM at a NABL accredited laboratory recognized by State/Central Pollution Control Board at regular interval (Fortnightly) and submit the report to the Company.
5.	PART-3, SECTION-II SCOPE OF WORK	2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater/	Requesting company to kindly confirm the wastewater will only include waste water generated from drilling operations only and not the waste water generated from utility water or accommodations as again it is impossible to collect the above mentioned samples.	To be amended as under: 2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater generated from the drill site to the prescribed limits.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply																
	2.3. EQUIPMENT:	drill cuttings generated from the drill site to the prescribed limits.		(test report of drill cuttings may be needed as per the requirement of OIL)																
6.	PART-3, SECTION-II SCOPE OF WORK  ANNEXURE 3 DWM PACKAGE & SERVICES		Since the mud system being used is a salt-based, mud system, we request company to include a Reverse Osmosis (RO) unit in the list of equipment for DWM Package. In order to achieve On-shore discharge norms of PCB for TDS, Sulphates and chlorides, RO Unit is highly recommended to be included in the package.	Not agreed. Please be guided as per tender.																
7.	Annexure 5  RESPONSIBILITY MATRIX FOR MATERIAL AND SERVICES:		<table border="1"> <thead> <tr> <th rowspan="2">S L no</th> <th rowspan="2">Item</th> <th colspan="2">Provided by</th> <th colspan="2">At the cost of</th> </tr> <tr> <th>Bidder</th> <th>OIL</th> <th>Bidder</th> <th>OIL</th> </tr> </thead> <tbody> <tr> <td>12</td> <td>Power supply</td> <td></td> <td>✓</td> <td></td> <td>✓</td> </tr> </tbody> </table> <p>KMC: As per Annexure-3 and other sections of the SOW, the contractor is required to provide suitable diesel generator for operating the DWM Unit, but the above-mentioned clause of responsibility matrix indicates power supply in OIL's scope. It is always a best practice to allow the rig to supply power as having a separate generator for power supply as the value of bid would almost double owing to costs of fuel consumptions and also contribute to more pollution which is against the whole concept of protecting the environment by deploying ETP units in the first place.</p> <p>Also, since the generators will be on standby most of the time it will be very difficult to understand the diesel</p>	S L no	Item	Provided by		At the cost of		Bidder	OIL	Bidder	OIL	12	Power supply		✓		✓	Not agreed. Please be guided as per tender.
S L no	Item	Provided by				At the cost of														
		Bidder	OIL	Bidder	OIL															
12	Power supply		✓		✓															

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply																
			consumption pattern and hence often end up in over estimating diesel costs.																	
8.	ANNEXURE 5 RESPONSIBILITY MATRIX FOR MATERIAL AND SERVICES:		<table border="1" data-bbox="793 362 1503 802"> <thead> <tr> <th rowspan="2">S L no</th> <th rowspan="2">Item</th> <th colspan="2">Provided by</th> <th colspan="2">At the cost of</th> </tr> <tr> <th>Bidder</th> <th>OIL</th> <th>Bidder</th> <th>OIL</th> </tr> </thead> <tbody> <tr> <td>9</td> <td>Loading, unloading, mixing of Chemicals &amp; cleaning of Mud handling equipment's at each drill site.</td> <td>✓</td> <td></td> <td>✓</td> <td></td> </tr> </tbody> </table> <p data-bbox="793 837 1503 938">Requesting Company to change the responsibility of "cleaning Mud handling equipment at each drill site" from bidder to OIL.</p>	S L no	Item	Provided by		At the cost of		Bidder	OIL	Bidder	OIL	9	Loading, unloading, mixing of Chemicals & cleaning of Mud handling equipment's at each drill site.	✓		✓		
S L no	Item	Provided by				At the cost of														
		Bidder	OIL	Bidder	OIL															
9	Loading, unloading, mixing of Chemicals & cleaning of Mud handling equipment's at each drill site.	✓		✓																
9.	PART-3, SECTION-II, Clause-6.0, General Obligation of the Contractor & Responsibility Matrix SN-7	3.0, page-16, Labour: Contractor may recruit labours for chemical mixing in mud preparation /treatment and maintenance of drilling waste management. --- -----.	We request Company to provide labour for mud mixing, loading & unloading of chemicals at locations and tank cleaning (confined space entry). It is economical for Company to provide labour for above through rig contractor.	Not agreed. Please be guided as per tender.																

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
10.	Part-3, Section-II, Clause-5.9	5.9, page-18 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with 24 hours' notice.	At the rig shifts are covered by only one ME. May please modify the clause 5.9(page-18) so that person concerned will be removed with suitable replacement within stipulated /reasonable time frame preferably 10-15 days.	Agreed. To be amended as under:  5.9 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with 72 hours' notice
11.	PART-3, SECTION-II SOW, SCOPE OF WORK, Annexure-II (Table-1b & 1C) PAGE NO 10-11 OF 25 Proposed Mud Design	NaCl saturated Mud System	May please clarify and advise on the following: a. NaCl saturated Mud System for 12 ¼" Section: MW range has been provided as 9.0-9.6ppg. b. NaCl saturated brine weight is 9.9ppg and with drill solids MW of the system will go beyond 10.0 ppg So, Mud system may be under saturated with NaCl.	Agreed. To be amended as under:  NaCl Mud System
12.	PART-3, SECTION-II SOW, SCOPE OF WORK,	2.9 Hot Rolling: The wells have low BHT, hence hot rolling to be done at 800C and duration of	HR temp of 1760F shows temp.to be encountered is not much and the wells have low BHT. Thus, requirement of HTHP F/L apparatus (Annexure-2, Sn#13) may be waived off.	Agreed. The requirement of 1 No. HP-HT Filter Press at Srl No. 13, in Annexure 2 at Page No. 12 is deleted.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
	Annexure-II (Table-1b & 1C) PAGE NO 10-11 OF 25 Proposed Mud Design & Clause-2.9 Hot Rolling:	hot rolling will be 18hours. (The temperature gradient of the formation is 250C/1000m.)		Please be guided by tender Amendment.
13.	PART-3, SECTION-IV, Schedule of Services / Schedule of rates	I (iii) Inter-Location Movement (ILM), page-24, Charges: ----- The crane service at the wellsite too will be arranged by the Contractor. Supervision, safety of the tools/ equipment/ consumables/ accessories during loading, transportation and unloading will be responsibility of the Contractor	It is requested to make the below services available from Rig Services. Crane /Hydra support for loading, unloading & mixing Jumbo bags (if any) and Drums	Agreed. To be amended as under: I (iii) Inter- Location Movement (ILM), page-24, Charges: ----- The crane service at the wellsite too will be arranged by the Rig services / OIL. Supervision, safety of the tools/ equipment/ consumables/ accessories during loading, transportation and unloading will be responsibility of the Contractor.
14.	PART-3, SECTION-II SOW,		May Please confirm that the following would be provided to Contractor: a. Airline (100psi) for Mud Lab and DWM unit.	It is clarified as under: a. 10m of 100psi line will be provided by OIL, however,

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
	SCOPE OF WORK (No clause – confirmation required)		b. Manpower for Mud tank cleaning shall not be part of Mud engineering contract as this requires confined space entry	required fitting / coupling will be provided by the bidder b. Mud tank cleaning will be under Rig Service Provider.
15.	PART-3, SECTION-III, Special Terms	5.2: Essentiality Certificate (EC), For clearance of imported items on concessional/nil rate of customs duty as prevailing now, Company will issue recommendatory letters for Contractor to obtain Essentiality Certificates (EC) from the DGH (India), provided proper commercial invoice(s) & request letter is received by company in 20 days (min.) advance. -----	Although provision of EC to avail concessional/Nil Customs Duty benefit for Imported items (under Notification No. 50/2017-Customs dated 30/06/2017) has been mentioned, provision of EC for Indigenous supplies to availing concessional GST (5%) (under Notification no 3/2017) has not been mentioned.  May kindly advise on the same.  Also- please confirm that in the event of EC not being granted for issues not related to Contractor-chemicals and consumables would be allowed to be charges as per HSN (merit GST).	Please be guided as per tender Amendment.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
16.	PART-3, SECTION-II SOW  Clause-2,0 Drilling Waste Management (DWM)	2.1.3 Power for running the DWM equipment may be provided by the drilling rig. ----- However, the contractor shall arrange suitable Diesel generator set/sets sufficient to run all the DWM equipment independent of rig power	May please make the supply of required Power to Contractor's Lab and equipment the Rig responsibility	Not agreed. Please be guided as per tender.
17.	PART-3, SECTION-II SOW Clause-1.1 Designing of Mud Program. Page-1 of 25	1.1.3: The bidder shall indicate his laboratory formulation for NaCl Saturated polymeric mud system and NDDF as mentioned in Table-1B and report the mud parameters in Table-1C along with the bid.	May please clarify the following  a. Is it mandatory to use the chemicals from the list of chemicals in Table-2(Annexure-I) and NOT allowed outside the list. b. Polyol is clouding OR Non-clouding.	Not agreed. Please be guided as per tender.  It is clarified that Polyol is Non-clouding.
18.	PART-3, SECTION-II SOW	1.3.5 OIL shall not buy any leftover	The aforementioned clauses make it open ended - whereby contractor would not be in position to	1.3.5 Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
	<p>Clause -1.3 Supply of Mud and Completion Chemicals and Additives.</p>	<p>chemicals brought in by the Contractor after completion of the project/expiry of the contract under any circumstances</p> <p>1.3.6 OIL shall have the option of using Chemicals from its own stock (OIL's Ex-stock) depending on the wells requirement and OIL's discretion. Payment for which shall not be paid to Bidder.</p>	<p>determine the volume of the work as well risk bringing in Inventory which may/or may not be used depending on OIL's stock position. We would like to request the following:</p> <ul style="list-style-type: none"> <li>- Please confirm the Quantity of each Chemicals (maximum) that OIL may use its own stock.</li> <li>- Alternatively, OIL may consider in line of Tender No:</li> <li>- CDG8352P22</li> <li>- CDG5704P21</li> </ul> <p>Kindly include a list of Chemicals to be supplied by OIL:</p>	<p>1.3.6 is amended as under:</p> <p>OIL shall have the option of using Chemicals from its own stock (from OIL's Godown) depending on the wells requirement and OIL's discretion. Payment for which shall not be paid to Bidder. The OIL's chemical list will be provided to the party as soon as the contract is awarded.</p>
19.	<p>Proforma-B Page-1-2 Of 2 (Price Schedule)</p> <p>Format-C (Chemicals for Drilling Fluid)</p>		<p>May please confirm whether Bidder can add any other line items in Format-C (chemicals for Drilling Fluid) and Format-D (Chemicals for DWM) for the products which are not existing in the tables and can quote for the same.</p>	<p>Not agreed. Please be guided as per tender.</p>

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
	& Format-D (Chemicals for DWM)			
20.	PART-3, SECTION-II SOW (page-7 of 25) & PROFORMA (page 19 of 38)  SOW: 2.8 SAFETY, HEALTH AND ENVIRONMEN T:  PRPFORMA: APPENDIX-A HEALTH, SAFETY & ENVIRONMEN T (HSE) POINTS		<p>SOW: 2.8.13 Contractor shall take precautionary measures for H<sub>2</sub>S &amp; CO<sub>2</sub> during their operation.</p> <p>KMC: Please clarify what kind of precautionary measures are to be taken by Contractor,</p> <p>PROFORMA, APPENDIX-A:</p> <p>20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O<sub>2</sub>/CO/H<sub>2</sub>S) and FLP torch light to be made available at site.</p> <p><b>KMC:</b> Not under Contractor's scope. Please confirm.</p> <p>29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the <u>company's Procedure for Solid Waste Management</u>. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.</p> <p><b>KMC:</b> Please share Company's Procedure for Solid Waste Management.</p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			Also disposal of empty bags, drums and other left over of Chemicals of OIL Stock- may please be taken under OIL's responsibility.	
21	Throughout Contract Documents		Throughout the Contract Documents, Bidder finds many references have been incorrectly referred to the defined term "COMPANY" and "CONTRACTOR" when they should have referred to generalised "company" and "contractor".  <b>KMC:</b> Request corrections be made throughout the Contract Documents	Not agreed. Please be guided as per tender.
22	I 6.7 of GCC-Section :I	6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.	Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as <del>Company may consider necessary</del> <u>as stipulated under this Contract</u> for the proper fulfilling of Contractor's obligations under the Contract.  <b>KMC:</b> All terms and conditions including the warranty period should be as per clearly expressed in the Contract document.	Not agreed. Please be guided as per tender.
23	I 15.1 of GCC-Section :I		15.0 <b>LIABILITY</b>	Not agreed. Please be guided as per tender.

			<p>15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-<del>CONTRACTOR</del>contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their <del>CONTRACTOR</del>contractors or sub-<del>CONTRACTOR</del>contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, <del>CONTRACTOR</del>contractors and sub-<del>CONTRACTOR</del>contractors, <u>except when caused by GROSS NEGLIGENCE or WILFUL MISCONDUCT of the COMPANY and/or its servants, agent, nominees, assignees, contractors and subcontractors.</u></p> <p><b>KMC</b> 1.As stated above, Bidder finds many references have been incorrectly referred to the defined term “CONTRACTOR” when it should have referred to generalised “contractor”. Bidder has amended to reflect this.</p> <p>2.Contractor should not be made liable and indemnify COMPANY and its group when caused by COMPANY and its group’s gross negligence and wilful misconduct. Bidder requests amendments for fairness and reasonableness.</p> <p>1.</p>	
24	I		The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense	Not agreed. Please be guided as per tender.

<p>15.2 of GCC- Section :I</p>		<p>resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, <del>CONTRACTOR</del><u>contractors</u>, sub-<del>CONTRACTOR</del><u>contractors</u> shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its <del>CONTRACTOR</del><u>contractors</u> or sub-<del>CONTRACTOR</del><u>contractor</u> irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents, nominees, assignees, <del>CONTRACTOR</del><u>contractors</u> and sub-<del>CONTRACTOR</del><u>contractors</u>. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from, <u>except when caused by GROSS NEGLIGENCE or WILFUL MISCONDUCT of the COMPANY and/or its servants, agent, nominees, assignees, contractors and subcontractors.</u></p> <p><b>KMC: 1.</b>As stated above, Bidder finds many references have been incorrectly referred to the defined term “CONTRACTOR” when it should have referred to generalised “contractor”. Bidder has amended to reflect this.</p> <p>Contractor should not be made liable and indemnify COMPANY and its group when caused by COMPANY and its group’s gross negligence and wilful misconduct. Bidder requests amendments for fairness and reasonableness.</p>	
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25	I 19.0 of GCC- Section :I		<p><b>19.0 RISK PURCHASE:</b></p> <p>In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions <u>provided that CONTRACTOR has been afforded with the right to first remedy any defective performance</u>, COMPANY (OIL) reserves the right to hire the services from any other source <del>at the CONTRACTOR's risk &amp; cost</del> and the difference in cost shall be borne by the CONTRACTOR <u>up to CONTRACTOR's financial limit of liability under Clause 16</u>. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site <del>including the service equipment at the risk and cost of the CONTRACTOR.</del></p> <p><b>KMC:</b> Bidder requests amendments for the following reasons:</p> <ol style="list-style-type: none"> <li>1. Contractor should be given the opportunity to correct any deficiencies</li> <li>2. Contractor should not be made to bear the risks of third party contractor's performance, especially when the third party contractor is not of Contractor's choice</li> <li>3. Contractor's liability to bear the difference in coss is limited to the cap of its liability in Clause 16</li> </ol>	Not agreed. Please be guided as per tender.

			<p>Contractor cannot agree for its equipment to be taken over by COMPANY (or its other third party contractor) and bear all risks and costs to the equipment and the site arising from a third party operation.</p> <p>4.</p>	
26	I 20.1 of GCC- Section :I		<p><b>20.0 INDEMNITY AGREEMENT:</b></p> <p>20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of <del>CONTRACTOR's employees, agents, CONTRACTOR and sub-CONTRACTOR or their employees or in favour of any third party(is)</del> on account of bodily injury or death, or damage to personnel/property as a result of the <u>CONTRACTOR's</u> operations contemplated hereby, <del>regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.</del></p> <p>20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of <del>COMPANY's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is)</del> on account of bodily injury or death, or damage to personnel/property as a result of the <u>COMPANY's</u> operations contemplated hereby,</p>	Not agreed. Please be guided as per tender.

			<p><del>regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.</del></p> <p>KMC: Bidder requests amendments for the following reasons:</p> <ol style="list-style-type: none"> <li>1. Liability for CONTRACTOR's personnel injury and death <b>is already captured</b> in Clause 15.2</li> <li>2. Similarly, liability for COMPANY's personnel injury and death <b>is already captured</b> in Clause 15.6.</li> </ol> <p>This Clause 20.1 and 20.2 are actually reciprocal clauses that show COMPANY's and CONTRACTOR's allocation of liability for third party, where Parties will bear according to whoever is at fault</p> <ol style="list-style-type: none"> <li>3.</li> </ol>	
27	I 26.1 of GCC- Section :I		<p><del>26.1 Contractor</del> <u>The Receiving Party</u> shall not, without <del>Company's</del> <u>the Disclosing Party</u> prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of <del>Company</del> <u>the Disclosing Party</u> in connection therewith, to any person other than a person employed by <del>Contractor</del> <u>the Receiving Party</u> in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from <del>Company</del> <u>the Disclosing Party</u>.</p> <p>However, nothing hereinabove contained shall deprive the <del>Contractor</del> <u>Receiving Party</u> of the right to use or disclose any information which is:</p>	Not agreed. Please be guided as per tender.

			<p>a) possessed by the <del>Contractor</del> <u>Receiving Party</u>, as evidenced by the <del>Contractor's</del> <u>Receiving Party's</u> written records, before receipt thereof from the <del>Company</del> <u>Disclosing Party</u> which however the <del>Contractor</del> <u>Receiving Party</u> shall immediately inform to <del>Company</del> <u>the Disclosing Party</u>; OR</p> <p>b) required to be disclosed by the <del>Contractor</del> <u>Receiving Party</u> pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the <del>Contractor</del> <u>Receiving Party</u> uses its best efforts to provide timely notice to <del>Company</del> <u>the Disclosing Party</u> of such order to permit <del>Company</del> <u>the Disclosing Party</u> an opportunity to contest such order subject to prior permission from <del>Company</del> <u>the Disclosing Party</u>.</p> <p>26.2 <del>Contractor</del> <u>The Receiving Party</u> shall not, without <del>Company's</del> <u>the Disclosing Party's</u> prior written consent, make use of any document or information except for purposes of performing the contract.</p> <p>26.3 Any document supplied to the <del>Contractor</del>, <u>Receiving Party</u> in relation to the contract other than the Contract itself remain the property of <del>Company</del> <u>the Disclosing Party</u> and shall be returned (in all copies) to <del>Company</del> <u>the Disclosing Party</u> on completion of <del>Contractor's</del> <u>the Receiving Party's</u> performance under the Contract if so required by <del>Company</del> <u>the Disclosing Party</u>.</p>	
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			<p>26.4 During the currency of the Contract, <del>Company</del> <u>the Receiving Party</u> and its employees, agents, other contractors, Sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the <del>Contractor</del> <u>Disclosing Party</u>. Such information and data held by the <del>Company</del> <u>Receiving Party</u>, its employees, agents, other contractors, Sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis. However, the above obligation shall not extend to information which:</p> <p>i. is, at the time of disclosure, known to the public which <del>Contractor</del> <u>the Receiving Party</u> shall immediately inform <del>Company</del> <u>the Disclosing Party</u>;</p> <p>ii. is lawfully becomes at a later date known to the public through no fault of <del>Contractor</del> <u>the Receiving Party</u> subject to <del>Contractor's</del> <u>the Receiving Party's</u> undertaking that no information has been divulged by them to the public;</p> <p>iii. is lawfully possessed by <del>Contractor</del> <u>the Receiving Party</u> before receipt thereof from <del>Company</del> <u>the Disclosing Party</u> which should be immediately informed to <del>Company</del> <u>the Disclosing Party</u>;</p> <p>iv. is developed by <del>Contractor</del> <u>the Receiving Party</u> independently of the information disclosed by</p>	
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			<p><del>Company</del>—the <u>Disclosing Party</u> which should be shared with the <del>Company</del> <u>Disclosing Party</u>;</p> <p>v. <del>Contractor</del>—The <u>Receiving Party</u> is required to produce before competent authorities or by court order subject to prior permission from Company the Disclosing Party;</p> <p><u>For the purposes of this Contract “the Disclosing Party” shall mean the party providing and or making available the information or document whether directly or indirectly and “the Receiving Party” shall mean the party receiving the information or document whether directly or indirectly as per the context.</u></p> <p><b>KMC:</b> Bidder will be sharing in its Tender Bidders’ chemical formulations which are trade secrets.</p> <p>Bidder requests for Company to keep these information confidential</p>	
28	I 30 of GCC- Section :I		<p><b>30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:</b></p> <p>a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC <u>unless delay is caused by COMPANY imposed delays or by Force Majeure</u> , OIL shall have, without prejudice to any other right or remedy in law or</p>	Not agreed. Please be guided as per tender.

			<p>contract including sub clause (b) below, the right to terminate the contract.</p> <p>b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time <del>with unconditionally agreeing for levy and recovery of LD</del>. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization <del>and shall recover from the CONTRACTOR</del>, <u>For cases where extension of time is not granted to CONTRACTOR</u> CONTRACTOR shall pay as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.</p> <p>c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.</p> <p>d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract.</p> <p>However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the</p>	
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			<p>liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.</p> <p><b>KMC:</b> Bidder requests amendments for the following reason:</p> <ol style="list-style-type: none"> <li>1. Bidder shall not be at fault when any delays is due to COMPANY's imposed delays or other external factors such as Force Majeure</li> <li>2. If CONTRACTOR is granted extension (say, in the case of Force Majeure), COMPANY should not impose Liquidated Damages on Contractor</li> </ol> <p>Bidder requests amendments for fairness and reasonableness.</p>	
29	<p>I 32 of GCC- Section :I</p>		<p><b>32.0 SET-OFF:</b></p> <p>Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of</p> <p>OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL <del>(or such other person or persons contracting through</del></p> <p>OIL).</p> <p><b>KMC:</b> Bidder requests amendments so that set off could only be made against other contracts with OIL, and not a third party</p>	<p>Not agreed. Please be guided as per tender.</p>

30	I 34 of GCC- Section :I		<p><b>34.0 APPLICABLE LAWS:</b></p> <p>The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force <del>and shall be subject to the sole and exclusive jurisdiction of Courts situated in Jodhpur and Principal Bench of Jodhpur High Court.</del></p> <p>This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force <del>and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.</del></p> <p>The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:</p> <p>a) The Mines Act 1952</p>	Not agreed. Please be guided as per tender.

			<p>b) The Oil Mines Regulations, 1984</p> <p>c) The Employees' Compensation Act, 1923</p> <p>d) The Code of Wages, 2019</p> <p>e) The Contract Labour (Regulation &amp; Abolition) Act, 1970 and the rules framed there under</p> <p>f) The Employees Pension Scheme, 1995</p> <p>g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).</p> <p>h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952</p> <p>i) Goods and Service Tax Act</p> <p>j) Customs &amp; Excise Act &amp; Rules</p> <p>k) Factories Act, 1948</p> <p>l) Industrial Disputes Act, 1947</p> <p>m) Payment of Gratuity Act, 1972</p> <p>n) Environmental Protection Act, 1986 &amp; other pollution control Acts.</p> <p><b>Note:</b> The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.</p>	
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			<b>KMC:</b> Bidder requests amendments by deleting references to the Courts given that Contractor status now falls as Non-MSME company and therefore Clause 42 (Arbitration) applies. .	
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**End of Annexure-DD**

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
<b>PART – 2, BID EVALUATION CRITERIA</b>				
1.	1.2.1 Experience of Bidder:	The bidder should be in business of providing Mud Engineering services and Drilling Waste Management services in-house to E&P operators during past seven (07) years reckoned from the original stipulated bid closing date of the tender. Drilling Waste Management Services, however, can be outsourced by the bidder through tie-up/consortium; but the outsourced party should have rendered Drilling Waste Management services for past seven (07) years reckoned from original stipulated bid closing date of the tender. The bidder should furnish documentary evidence including all information like certificate of incorporation and company profile, list of projects/contracts during the last seven years carried out by them	Bidder request Company for following revision in experience criteria.  The bidder should be in business of providing Mud Engineering services and Drilling Waste Management services in-house to E&P operators during past seven <del>(07) years</del> <b>Eight (08) years</b> reckoned from the original stipulated bid closing date of the tender. Drilling Waste Management Services, however, can be outsourced by the bidder through tie-up/consortium; but the outsourced party should have rendered Drilling Waste Management services for past seven <del>(07) years</del> <b>Eight (08) years</b> reckoned from original stipulated bid closing date of the tender. The bidder should furnish documentary evidence including all information like certificate of incorporation and company profile, list of projects/contracts during the last seven years carried out by them.	Not agreed. Please be guided as per tender.
2.	1.2.2 Experience of Bidder:	The bidder should have provided Mud Engineering and Drilling Waste	Bidder request Company for following revision in experience criteria.	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply										
		Management services for a minimum 6 (six) numbers of oil or gas wells at least in one contract in the past seven (7) years reckoned from the original stipulated bid closing date of the tender. The bidder is required to submit documentary evidence of such 6 (six) wells including but not limited to well completion report / depth, mud system used in different stages, mud related down hole problems faced, if any, their solutions, contract details / payment details etc.	The bidder should have provided Mud Engineering and Drilling Waste Management services for a minimum 6 (six) numbers of oil or gas wells at least in one contract <b>for Mud Engineering Services and minimum 3 (Three) numbers of oil or gas Wells at least in one contract for Drilling Waste Management</b> in the past seven (7) years <b>Eight (08) years</b> reckoned from the original stipulated bid closing date of the tender. The bidder is required to submit documentary evidence of such 6 (six) and <b>3 (three)</b> wells including but not limited to well completion report / depth, mud system used in different stages, mud related down hole problems faced, if any, their solutions, contract details / payment details etc.											
3.	1.5 MOBILISATION TIME:	<p>MOBILISATION TIME: The bidder must be in a position to mobilize the services as under:</p> <table border="1" data-bbox="569 967 953 1396"> <thead> <tr> <th data-bbox="569 967 779 1166">Particulars</th> <th data-bbox="785 967 953 1166">Mobilization Time</th> </tr> </thead> <tbody> <tr> <td data-bbox="569 1170 779 1396">Mobilization of tools, equipment, accessories, Within 60 days of Mobilization</td> <td data-bbox="785 1170 953 1396">Within 60 days of Mobilization notice issued by Company</td> </tr> </tbody> </table>	Particulars	Mobilization Time	Mobilization of tools, equipment, accessories, Within 60 days of Mobilization	Within 60 days of Mobilization notice issued by Company	<p>Bidder request Company to kindly consider following mobilization timeline:</p> <table border="1" data-bbox="968 932 1541 1385"> <thead> <tr> <th data-bbox="968 932 1331 1032">Particulars</th> <th data-bbox="1337 932 1541 1032">Mobilization Time</th> </tr> </thead> <tbody> <tr> <td data-bbox="968 1037 1331 1268">Mobilization of tools, equipment, accessories, Within 60 days of Mobilization consumables &amp; associated Services as per Scope of work</td> <td data-bbox="1337 1037 1541 1268">Within <del>60</del> <b>120</b> days of Mobilization notice issued by Company</td> </tr> <tr> <td data-bbox="968 1273 1331 1385">Mobilization of Contractor's Personnel</td> <td data-bbox="1337 1273 1541 1385">Within 7 days of Mobilization</td> </tr> </tbody> </table>	Particulars	Mobilization Time	Mobilization of tools, equipment, accessories, Within 60 days of Mobilization consumables & associated Services as per Scope of work	Within <del>60</del> <b>120</b> days of Mobilization notice issued by Company	Mobilization of Contractor's Personnel	Within 7 days of Mobilization	<p>Agreed. To be amended as :</p> <p><b>Clause MOBILIZATION SCHEDULE: 1.5</b></p> <p><b>Particulars:</b> Mobilization of tools, equipment, accessories, consumables &amp; associated Services as per Scope of work.</p> <p><b>Mobilization time:</b> Within 75 days of</p>
Particulars	Mobilization Time													
Mobilization of tools, equipment, accessories, Within 60 days of Mobilization	Within 60 days of Mobilization notice issued by Company													
Particulars	Mobilization Time													
Mobilization of tools, equipment, accessories, Within 60 days of Mobilization consumables & associated Services as per Scope of work	Within <del>60</del> <b>120</b> days of Mobilization notice issued by Company													
Mobilization of Contractor's Personnel	Within 7 days of Mobilization													

Sr. No.	Clause No & page no	Existing Tender Clause		Clarification / Modification Proposed		OIL's Reply
		consumables & associated Services as per Scope of work			notice issued by Company	Mobilization notice issued by Company.
		Mobilization of Contractor's Personnel	Within 7 days of Mobilization notice issued by Company	Interim remobilization of tools, equipment, accessories, consumables & associated Services as per Scope of Work.	Within <del>30</del> days <b>60 Days</b> of Mobilization notice issued by Company	
		Interim remobilization of tools, equipment, Within 30 days of Mobilization accessories, consumables & associated notice issued by Company Services as per Scope of Work	Within 30 days of Mobilization notice issued by Company			
4.	Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of	Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the		Please amend the clause below: Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the value of the		Please be guided as per tender Amendment.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
	Sister Subsidiary/Co-Subsidiary Company:  1.9 (d) (i)	value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder	<p>Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. <b><u>In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an Undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</u></b></p> <p><u>Explanation/Reason/Clarification</u></p> <p>We request this addition to factor for situation wherein the Sister Subsidiary is a foreign based company and does not have a permanent establishment in India.</p> <p>This addition is in line with all other OIL tenders.</p>	
5.	1.7  Bidder as a Consortium:	e) Payment shall be made by OIL only to the leader of the consortium towards	Kindly amend the below clause:  Payment shall be made by OIL <del>only to the leader of the</del> to each member of consortium	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		fulfilment of contract obligations.	<p>in their bank accounts towards fulfilment of contract obligations/ individual scope of work performed by the members.</p> <p><u>Explanation/Reason/Clarification</u></p> <p>We request separate payment to be allowed for specific scope of work performed by each of the consortium member and payment is made in their respective bank accounts</p>	
<b>PART – 3, SECTION – I GENERAL CONDITIONS OF CONTRACT</b>				
6.	14.6	Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.	<p>Please amend the clause below:</p> <p>Contractor/Consulting Firm shall also inform the Company at least <del>60</del> <b>30</b> days in advance regarding the expiry cancellation and/or changes in any of such documents &amp; ensure revalidation/renewal, etc., as may be necessary well in time.</p> <p><u>Explanation/Reason/Clarification</u></p> <p>We request the notice period to be limited to 30 days as it is the standard practice of this industry and it is in contradiction with clause 14.5 (e).</p> <p>This has been agreed by OIL in all contracts including:</p> <ul style="list-style-type: none"> <li>▪ Contract No. 6118193 for hiring of cementing services</li> <li>▪ Contract No. 6118087 for hiring of wireline services in OALP Block</li> </ul>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<ul style="list-style-type: none"> <li>▪ Tender No. DCG3015S23 for Hiring of Pulsar Services</li> <li>▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services</li> </ul>	
7.	<b>14.9 PRINCIPAL ASSURED</b>	The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance): "Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".	<p>Please replace the clause with the below:</p> <p><b><u>Oil India Limited is to be named additional insured on the insurance policies, (except in case of Workmen's Compensation / Employer's Liability Insurance) limited only to the extent of liabilities assumed by Contractor/ Consulting Firm under this Contract.</u></b></p> <p><u>Explanation/Reason/Clarification</u></p> <p>Bidder requests this change as additional insured is the standard language used in the Oil and Gas contracts.</p> <p>This clause was amended in multiple tenders/contracts for OIL including:</p> <ul style="list-style-type: none"> <li>▪ Contract No. 6118193 for hiring of cementing services,</li> <li>▪ Contract No. 6118087 for hiring of wireline services in OALP Block,</li> <li>▪ Tender No. DCG3015S23 for Hiring of Pulsar Services,</li> </ul>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<ul style="list-style-type: none"> <li>▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services.</li> </ul>	
8.	<b>14.10 Waiver of Subrogation</b>	All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".	<p>Please amend the clause below:</p> <p><b><u>Except for the Workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the Contractor/Consulting Firm as their corporate policy/rules, where OIL is neither required to be present as principal assured or additional assured,</u></b> all insurance policies of the Contractor/ Consulting Firm with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:</p> <p><u>Explanation/Reason/Clarification</u></p> <p>"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees <b><u>to the extent of the indemnities undertaken by the Contractor/ Consulting Firm under this Contract</u></b>"</p> <p>Bidder requests this change since waiver of subrogation will be to the extent of indemnities assumed by the Contractor under the contract.</p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p>This clause was amended in multiple tenders/contracts for OIL including:</p> <ul style="list-style-type: none"> <li>▪ Contract No. 6118193 for hiring of cementing services,</li> <li>▪ Contract No. 6118087 for hiring of wireline services in OALP Block,</li> <li>▪ Tender No. DCG3015S23 for Hiring of Pulsar Services,</li> <li>▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services.</li> </ul>	
9.	14.12 COMPLIANCE WITH SEC 25(1), OF "THE GENERAL INSURANCE BUSINESS (NATIONALIZATION) ACT 1972"	Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below: "No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government". The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and	<p>Please delete the entire clause.</p> <p><u>Explanation/Reason/Clarification</u></p> <p>Bidder requests this change since waiver of subrogation will be to the extent of indemnities assumed by the Contractor under the contract.</p> <p>This clause was amended in multiple tenders/contracts for OIL including:</p> <ul style="list-style-type: none"> <li>▪ Contract No. 6118193 for hiring of cementing services,</li> <li>▪ Contract No. 6118087 for hiring of wireline services in OALP Block,</li> <li>▪ Tender No. DCG3015S23 for Hiring of Pulsar Services,</li> </ul>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		compliance confirmations submitted.	<ul style="list-style-type: none"> <li>▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services.</li> </ul>	
10.	14.13 LOSS PAYEE CLAUSE	The Insurance Policies should mention the following in Loss Payee Clause: "In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".	<p>Please delete the entire clause.</p> <p><u>Explanation/Reason/Clarification</u></p> <p>Bidder requests deletion of this provision as it is not relevant for scope envisaged in this tender.</p> <p>This has been agreed by OIL in all contracts including:</p> <ul style="list-style-type: none"> <li>▪ Contract No. 6118193 for hiring of cementing services</li> <li>▪ Contract No. 6118087 for hiring of wireline services in OALP Block</li> <li>▪ Tender No. DCG3015S23 for Hiring of Pulsar Services</li> <li>▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services</li> </ul>	Not agreed. Please be guided as per tender.
11.	14.16 vi) PRADHAN MANTRI SURAKSHA BIMA YOJNA (PMSBY)AND	vi) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): CONTRACTOR shall, ensure that all his/its personnel deployed under	<p>Please amend the clause below:</p> <p>Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained</p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
	PRADHAN MANTRI JEEVAN JYOTI BIMA TOJANA (PMJJBY)	this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.	<p>additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL. <b><u>These will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.</u></b></p> <p><u>Explanation/Reason/Clarification</u></p> <p>We request this change for additional clarity on the applicability of the PMSBY and PMJJBY insurances.</p> <p>This change was agreed in the following recent tenders:</p> <ul style="list-style-type: none"> <li>▪ Tender CDG4876P24 for Hiring of Directional Drilling Services.</li> <li>▪ Tender GEM/2024/B/4609668 for Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services).</li> </ul>	
12.	14.16 (vii)	vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).	<p>Please add the following two points:</p> <p>CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) <b><u>or Contractor shall have the right to self-insure, except while the equipment are below rotary table or in the well bore.</u></b></p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p><u>Explanation/Reason/Clarification</u></p> <p>We request this change since contractor shall have the option to self-insure its equipment. Insurance or self-insurance shall not be applicable for equipment while below rotary table or in the well bore.</p> <p>This change was agreed in the following recent tenders:</p> <ul style="list-style-type: none"> <li>▪ Tender CDG4876P24 for Hiring of Directional Drilling Services.</li> <li>▪ Tender GEM/2024/B/4609668 for Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services).</li> </ul>	
13.	19.0 RISK PURCHASE	In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations	<p>Please amend as follow:</p> <p>In the event, CONTRACTOR/Consulting Firm's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to <b><u>request CONTRACTOR/Consulting Firm to remediate</u></b> hire the services from any other source at the CONTRACTOR/Consulting Firm's risk &amp; cost and the difference in cost shall be borne by the CONTRACTOR/Consulting Firm. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the</p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.	<p>risk and cost of the CONTRACTOR/Consulting Firm.</p> <p><u>Explanation/Reason/Clarification</u></p> <p>We shall ensure service delivery in line with the terms and conditions of the contract and commits to be the sole source of remedy in case of services being performed in a manner not in conformity with the contract's requirements.</p>	
14.	32.0 SET-OFF	Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).	<p>Please amend the clause as below:</p> <p>Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this <del>or any other Contract</del>, may be appropriated by OIL and set-off against any claim of OIL (<del>or such other person or persons contracting through OIL</del>) for payment of a sum of money arising out of this contract <del>or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL)</del>, <b><u>after giving 7 days prior written notice to Contractor</u></b></p> <p><u>Explanation/Reason/Clarification</u></p> <p>If all provisions like payment due under the contract or PBG are exhausted to recover the payment due to OIL by Contractor as per Contract, then only OIL to invoke this clause. Bidder requests OIL to kindly confirm and modify the clause accordingly.</p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
15.	45.0 TO DETERMINE THE CONTRACT	In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the 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.	Please amend the clause as below:  In such an event (i.e. termination under Article No. 44.4 to 44.9 <del>44.8</del> above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR/Consulting Firm shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR/Consulting Firm and complete the same through a fresh CONTRACTOR/Consulting Firm or by other means, at the <del>risk</del> and cost of the CONTRACTOR/Consulting Firm, 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 <b><u>provided that such excess cost shall be limited to 50% of the cost of defaulted work mentioned in the Contract</u></b> <del>over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.</del>  <u>Explanation/Reason/Clarification</u>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p>Since 44.8 is for termination for OIL's convenience, Bidder requests removal from this provision.</p> <p>Contractor cannot take risk in such cases.</p> <p>The excess liability to be limited to 50% of the cost of such defaulted work mentioned in the Contract.</p>	
16.	46.0 WITHOUT DETERMINING THE CONTRACT:	To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the 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.	<p>Please amend the clause as below:</p> <p>In such an event (i.e. termination under Article No. 44.4 to 44.9 <u>44.8</u> above), the COMPANY may take over the work of the CONTRACTOR/Consulting Firm or any part thereof and complete the same through a fresh CONTRACTOR/Consulting Firm or by other means, at the <del>risk and</del> cost of the CONTRACTOR/Consulting Firm. The CONTRACTOR/Consulting Firm and any of its sureties are liable to the COMPANY for any excess cost subject to a maximum of the contract value payable for the defective work which needs corrective action <b><u>provided that such excess cost shall be limited to 50% of the cost of defaulted work mentioned in the Contract.</u></b> <del>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.</del></p> <p><u>Explanation/Reason/Clarification</u></p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p>Since 44.8 is for termination for OIL's convenience, Bidder requests removal from this provision.</p> <p>Hiring of any other party cannot be at the "risk" of the Contractor.</p> <p>Contractor's liability to be capped</p>	
<b>PART – 3, SECTION – II SCOPE OF WORK</b>				
17.	<p>1.0 Mud Engineering</p> <p>1.1 Designing of Mud Programme</p>	<p>1.1.1 Based on the Geological Data and Depth Data &amp; Drilling Policy of the wells, the Contractor shall design a phase wise mud program including detail mud formulation, mud weight and other important mud parameters, requirement of mud chemicals and anticipated volume usage for each phase of the well.</p>	<p>The bidder request Company to kindly provide Well profile of 36 Wells, Depth Data, PP-FG, geological data to design fluids for each section. Currently, no data on Wells are provided under scope of work.</p>	<p>Already provided in tender. Please be guided as per tender.</p>
18.	<p>1.3 Supply of Mud and Completion Chemicals and Additives</p>	<p>1.3.6 OIL shall have the option of using Chemicals from its own stock (from OIL's Godown) depending on the wells requirement and OIL's discretion. Payment for which shall not be paid to Bidder.</p>	<p>Bidder request Company to kindly delete provision of utilizing Company's Chemicals. If Bidder's Engineers are deployed for services, then Bidder utilize it's own designed fluids for execution with its own products to ensure service quality.</p>	<p>1.3.6 To be amended as under:</p> <p>OIL shall have the option of using Chemicals from its own stock (from OIL's Godown) depending on the wells requirement</p>

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
				and OIL's discretion. Payment for which shall not be paid to Bidder. The OIL's chemical list will be provided to the party as soon as the contract is awarded.
19.	1.4 Well Site laboratory and Mud Testing Kit	1.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API Filter press, HP-HT filter press, 6- speed viscometer equivalent to Fann model 35 SA, retort kit, blender, magnetic stirrer, hot plate, pH meter, Mud Resistivity meter, lubricity tester etc (Annexure-2). The laboratory should consists of two parts having laboratory in one and office in the other part.	<p>Please delete provision for HP-HT filter press from lab requirement.</p> <p>1.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API Filter press, <del>HP-HT filter press</del>, 6- speed viscometer equivalent to Fann model 35 SA, retort kit, blender, magnetic stirrer, hot plate, pH meter, Mud Resistivity meter, lubricity tester etc (Annexure-2).</p> <p><u>Explanation/Reason/Clarification</u></p> <p>HP-HT Filter press is not required for WBM formulation. Please share Temperature data, if BHCT is expected to be in range of HT.</p>	<p>Agreed as under.</p> <p>The requirement of 1 No. HP-HT Filter Press at Srl No. 13, in Annexure 2 at Page No. 12 is deleted.</p> <p>1.4.1 To be amended as under:</p> <p>1.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API Filter press, 6- speed viscometer equivalent to Fann model 35 SA, retort kit, blender, magnetic stirrer, hot plate, pH meter, Mud</p>

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
				Resistivity meter, lubricity tester etc (Annexure-2). The laboratory should consist of two parts having laboratory in one and office in the other part.
20.	2.4 STANDARD OF PERFORMANCE :	c) The requirement of total quantity of water treatment chemicals to drill the wells including a 50% back-up as contingency.	<p>Please delete following:</p> <p>c) The requirement of total quantity of water treatment chemicals to drill the wells including a 50% back-up as contingency.</p> <p><u>Explanation/Reason/Clarification</u></p> <p>Bidder request Company for deletion of 50% back-up requirement of effluent treatment chemicals. Bidder will ensure operations continuity and there is a provision of penalty in case of short supply. Hence, Bidder will ensure operational continuity and maintaining adequate stocks.</p>	Not agreed. Please be guided as per tender.
21.	2.4 STANDARD OF PERFORMANCE :	e) The Contractor shall provide a suitable testing laboratory with adequate testing equipment, chemicals and reagents to carry out a full check of untreated and treated water.	Bidder will be providing a Mud Lab and any testing of treated and untreated water will limit Bidder's lab capability. Company to kindly confirm on lab above and it shall be limited to Bidder's lab capability.	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
22.	2.4 STANDARD OF PERFORMANCE :	f) A complete list of equipment and materials that Contractor can provide should be annexed to the Tender. The standard price table for the materials and equipment shall be attached with the Price Bid with applicable discounts.	<p>Please delete following:  <del>The standard price table for the materials and equipment shall be attached with the Price Bid with applicable discounts.</del></p> <p><u>Explanation/Reason/Clarification</u></p> <p>Bidder will provide as per scope of work.</p>	Not agreed. Please be guided as per tender.
23.	4.0 AREA MANAGER / BASE MANAGER:	He should be Engineering Degree/Diploma holder or Master/bachelor's degree in science and should have sound health. He should have work experience in drilling operation in Oil/Gas wells for about 05 (Five) years. The person should be well conversant of well operations and should be capable of handling well problems arising out of locality and logistics. The Area Manager must be available on call 24X7 and & should report to OIL Office, Jodhpur / Well site as and when asked for to receive any instruction or resolve any issues pertaining to the contract. Note: The area manager is to be deployed without fail. Non-compliance would incur penalty as per	<p>Bidder request Company to kindly add provision to quote Area Manager/ base Manager day rate in schedule of rate.</p> <p><u>Explanation/Reason/Clarification</u></p> <p>It's a full time requirement to deploy a Base manager, hence Bidder request Company to kindly add a provision to quote the corresponding rates.</p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		<p>Penalty Clause in Schedule of Rates.</p> <p>Bidder request Company to kindly add provision to quote Area Manager/ base Manager day rate in schedule of rate.</p>		
24.	RESPONSIBILITY MATRIX FOR MATERIAL AND SERVICES:		<p>Bidder Request Company to kindly delete following requirements. <u>Explanation/Reason/Clarification</u></p> <p>Unskilled manpower required for handling and mixing of mud chemical at drilled site</p> <p>Loading, unloading, mixing of Chemicals, cleaning of Mud handling equipment's at each drill site.</p> <p>Roustabouts for mixing, handling, loading, unloading, cleaning of Mud handling equipment and preparation of mud is provided by Rig Contractor. Bidder has no provision to provide roustabout and Bidder will assist in supervising the job related to mud and providing Mud Engineering services.</p>	Not agreed. Please be guided as per tender.
25.	2.2 General Scope of operations- h)	h) After rig release, cleaning of the plinth covering chemical area will be carried out by the bidder within 10 days. The bidder must have to obtain clearance certificate from Company representative. Timely Non-compliance would incur	<p>Please delete the clause below:</p> <p><del>h) After rig release, cleaning of the plinth covering chemical area will be carried out by the bidder within 10 days. The bidder must have to obtain clearance certificate from Company representative. Timely Non-compliance would incur penalty as per Penalty Clause in Schedule of Rates.</del></p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		penalty as per Penalty Clause in Schedule of Rates.	<p><u>Explanation/Reason/Clarification</u></p> <p>Bidder agrees to dispose of empty jumbo bags, sacks, can etc. But, cleaning of pit area, hopper area shall be under rig Contractor scope of work.</p>	
26.	2.8		Health, Safety and Environment HSE team to please review and advise if any queries are to be raised.	Not agreed. Please be guided as per tender.
27.	2.0 Drilling waste Management- 2.1.3	2.1.3 Power for running the DWM equipment may be provided by the drilling rig. However, the contractor shall arrange suitable Diesel generator set/sets sufficient to run all the DWM equipment independent of rig power.	<p>Power for running the DWM equipment may be provided by the drilling rig. However, the contractor shall arrange suitable Diesel generator set/sets sufficient to run all the DWM equipment independent of rig power.</p> <p>Bidder Request company to confirm that the electrical power will be provided by the rig or bidder need to take the cost DG.</p> <p>Also, Company has mentioned Centrifuge and Oil skimmer under the DWM scope, so please confirm rig will provide the power or bidder need to quote for the DG.</p> <p>In case bidder need to provide the DG, please clarify the fuel will be supplied by company.</p>	Not agreed. Please be guided as per tender.
28.	2.1.2 Drilling waste Management	The Contractor is required to mobilise complete DWM package, manpower and services along with Mud Engineering services. The Contractor shall state existing similar commitments and warrant the availability of	Bidder request company to provide the specification of ETP in KL or m3	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		the equipment, materials and services being proposed.		
29.	2.2 General Scope of operations- g)	g) The disposal of empty drums, empty bags and any leftover will be the sole responsibility of the bidder. The bidder may either take back the empty drums, empty bags and any leftover to their site or may dispose in any Government recognized waste disposal place with proper certificate at their own expense.	Bidder request company to confirm that bidder need to dispose of only DWM leftover drum, empty bags.	Not agreed. Please be guided as per tender.
30.	2.2 General Scope of operations- h)	h) After rig release, cleaning of the plinth covering chemical area will be carried out by the bidder within 10 days. The bidder must have to obtain clearance certificate from Company representative. Timely Non-compliance would incur penalty as per Penalty Clause in Schedule of Rates.	Bidder request company confirm that bidder need to clear the DWM plinth area only.	No change agreed. It is clarified that bidder need to clear the Chemical/DWM plinth area only.
31.	2.3. EQUIPMENT: 2.3.1	A minimum requirement is listed in <b>Annexure-3</b> . (This is by no means a comprehensive list; bidder to provide a list and specification of all equipment proposed); Bidder is required to propose an equipment package that will ensure	If Bidder chose to make the pit-less drilling with additional resources other than the Annexure-3, is this acceptable to company. Also if this is acceptable to company, please clarify the additional resources line items in the price schedule.	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		proper treatment to achieve the prescribed limits.		
32.	2.3.4	The contractor is required to maintain his warehouse for chemicals at a suitable place in Jaisalmer or Jodhpur area to adequately supply the material in a timely fashion and to provide support for the effluent treatment equipment while it is operating for the company on the drilling project.	Bidder has warehouse in Barmer, Bidder request company to accept the warehouse location in Barmer for the storage of the ETP chemicals and all required inventory will be at the site.	Not agreed. Please be guided as per tender.
33.	2.7 TECHNICAL SUPPORT- 2.7.2	The Contractor is required to mobilize all its equipment and manpower to the company's first well site as indicated by the Company in LOA/ mobilization notice. Contractor will arrange appropriate logistics for the supply of consumable items required over the course of the project.	Bidder request company to accept the 120 days initial mobilization	Not agreed. Please be guided as per tender.
34.	Annexure 3-Item III	Storage tank with agitator (Cap:150 bbl)	Bidder request company to please confirm the usage of the Storage tank.	For storing ETP water.
35.	Annexure 3-Item IV	Centrifuge Fully Hydraulic drive centrifuge complete with Mono pump with required drive. The unit is capable of	Bidder request company to confirm that Centrifuge will be used as active centrifuge for removal of drill solids form the mud or this centrifuge will be used only for the DWM part along with the Flocculation unit.	Please note the amendment as under: <b>Centrifuge</b> Fully Hydraulic drive / VFD operated unit

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		speed up to 2500 RPM and utilizes a 14" bowl		
36.	<b>Annexure 3-Item VII</b>	Suitable Diesel generator set/sets sufficient to run all the DWM equipment independent of rig power supply.	Bidder request company to confirm that confirm that that DG will be required for the power up all the electrical equipment in Annexure-3  Also please confirm that the DG supply will be exclusive of the fuel.	Not agreed. Please be guided as per tender.
37.	<b>Annexure 3-Item 1,2,3,&amp;\$</b>		Bidder request company to confirm the usage of the filter cartridges, because the company has not provided the details of the cartridge's unit for operation.  Also please confirm if this will be used for filtration of the brine.	Not agreed. Please be guided as per tender.
<b>PART – 3, SECTION – III SPECIAL CONDITIONS OF CONTRACT</b>				
38.	2.0 PROVISION OF PERSONNEL AND FACILITIES:	2.7 Bidder shall furnish the list of Equipments' with type, make, and year of manufacture with supporting documents as per scope of work along with their offer.	Bidder request Company to kindly delete following:  Bidder shall furnish the list of Equipments' with type, make, and year of manufacture with supporting documents as per scope of work along with their offer.  <del>The Contractor shall utilize the Common Chemicals of Ex-OIL stock with discussion with Company's nominated Chemist.</del>  <u>Explanation/Reason/Clarification</u> Bidder request Company to kindly delete provision of utilizing Company's Chemicals. If Bidder's Engineers are deployed for services,	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			then Bidder utilize it's own designed fluids for execution with its own products to ensure service quality.	
39.	3.0 LABOUR:	The contractor may recruit labours for chemical mixing in mud preparation/ treatment and maintenance of drilling waste management. The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. PART-3, SECTION-III The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970	<p>Bidder request Company to kindly delete following provision.</p> <p><del><b>LABOUR:</b> The contractor may recruit labours for chemical mixing in mud preparation/ treatment and maintenance of drilling waste management. The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation &amp; Abolition) Act, 1970.</del></p> <p><u>Explanation/Reason/Clarification</u></p> <p>Roustabouts for mixing, handling, loading, unloading, cleaning of Mud handling equipment and preparation of mud is provided by Rig Contractor. Bidder has no provision to provide roustabout and Bidder will assist in supervising the job related to mud and providing Mud Engineering services</p>	Not agreed. Please be guided as per tender.
40.	5.15 OBLIGATIONS OF THE CONTRACTOR	The contractor will be fully responsible for the proper disposal of empty drums, empty bags, ETP sludge & final effluents generated during drilling in an	Bidder request company to confirm the treated wastewater injection well or abandon well will be provided by the company with waste water injection pump.	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		environment. friendly manner with proper CPCB / SPCB norms	Bidder will dispose of empty drums, bag and ETP sludge generated from the DWM waste only.	
41.	Effective Date and Duration of the Contract (New Clause)		<p>Please add the following new clause:</p> <p><b><u>The Contract shall become effective as on the date Company notifies Contractor in writing through Letter of Award (LOA) that it has been awarded the contract. The date of issue of Letter of Award (LOA) by Company to the Contractor shall be the Effective Date of the Contract.</u></b></p> <p><b><u>The duration of this Contract shall be for a period of 3 year(s) from the Effective Date. The terms and conditions shall continue until the completion/ abandonment of the last well being drilled at the time of the end of the Contract.</u></b></p> <p>We request addition of this clause on effective date of the contract and the duration of the contract. This addition is in line with all other OIL tenders.</p>	Not agreed. Please be guided as per tender.
42.	7.0 COMPLETION OF DEMOBILIZATION:	Demobilization shall be completed by Contractor within 30 days of expiry/termination of the contract. After the completion of work, all equipment, accessories etc.	<p>Please amend the clause below:</p> <p><b>7.0 COMPLETION OF DEMOBILIZATION:</b> Demobilization shall be completed by Contractor within <del>30 days</del> <b>60 days</b> of expiry/termination of the contract. After the completion of work, all equipment,</p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
		brought into India on re-export basis shall be re-exported by Contractor except consumables and spares, which were consumed during the course of job execution under the contract.	accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares, which were consumed during the course of job execution under the contract.	
43.	Liability for the Well (New Clause)		<p>Please add the following clause:</p> <p><b><u>Notwithstanding anything else contained herein to the contrary, in accepting an order to perform any services and / or to furnish any Goods, the Supplier does so with the understanding that they do not guarantee results. Further notwithstanding anything else contained herein to the contrary, the Seller shall not be liable or responsible for or in respect of:</u></b></p> <p><b><u>(i) any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or</u></b></p> <p><b><u>(ii) blowout, fire, explosion or any other uncontrolled well condition; and/or</u></b></p> <p><b><u>(iii) damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or</u></b></p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p><u>(iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from any pollution / contamination and clean-up costs (including control, removal and disposal);</u></p> <p><u>whether caused by their personnel or Goods or otherwise arising from or in any way connected with such sub-surface operations or in performing or attempting to perform any such operations irrespective of the cause and the Purchaser agrees that it shall absolve the Seller and protect, defend, indemnify and hold the Seller and its co-lessees, its sub-Sellers, its agents and its parents, subsidiaries and affiliates, its other Sellers and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgements of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, except only to the extent of any Gross Negligence on the part of Seller, its sub-Seller, their employees or equipment and tools, including costs incurred by Purchaser in this respect.</u></p>	

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p><u>Explanation/Reason/Clarification</u></p> <p>We request addition of this standard clause of OIL on indemnity from catastrophic risk.</p> <p>This clause forms a part of all OIL tenders/contracts including:</p> <ul style="list-style-type: none"> <li>▪ Tender CDG4876P24 for Hiring of Directional Drilling Services.</li> <li>▪ Tender GEM/2024/B/4609668 for Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services).</li> <li>▪ Contract No. 6118193 for hiring of cementing services</li> <li>▪ Contract No. 6118087 for hiring of wireline services in OALP Block</li> <li>▪ Tender No. DCG3015S23 for Hiring of Pulsar Services</li> </ul>	
44.	Pollution and Contamination (New Clause)		<p>Please add the following new clause:</p> <p><b><u>Notwithstanding anything to the contrary contained herein, it is understood and agreed by the Contractor and Company that the responsibility for pollution or contamination shall be as follows:</u></b></p> <p><b><u>i) The Contractor shall assume all responsibility for cleaning up 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</u></b></p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p><u>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 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 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>	

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p><u>Explanation/Reason/Clarification</u></p> <p>We request addition of this standard clause of OIL on liabilities and responsibilities relating to pollution.</p> <p>This clause forms a part of all OIL tenders/contracts including:</p> <ul style="list-style-type: none"> <li>▪ Tender CDG4876P24 for Hiring of Directional Drilling Services.</li> <li>▪ Tender GEM/2024/B/4609668 for Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services).</li> <li>▪ Contract No. 6118193 for hiring of cementing services</li> <li>▪ Contract No. 6118087 for hiring of wireline services in OALP Block</li> <li>▪ Tender No. DCG3015S23 for Hiring of Pulsar Services</li> </ul>	
45.			<p>IP Infringement (New Clause)</p> <p>Please add the following new clause:</p> <p><b><u>Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:</u></b></p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p>1. <u>Specific modification or design of Contractor equipment or Services to meet Company's specifications;</u></p> <p>2. <u>Combination of Contractor's equipment or Services in combination of other equipment and/ or services not recommended by Contractor,</u></p> <p>3. <u>Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or</u></p> <p>4. <u>Company's use of Contractor's equipment or Services that does not correspond to Contractor's published standards or specifications;</u></p> <p><u>in which case, the Company shall indemnify and hold the Contractor harmless.</u></p> <p><u>Explanation/Reason/Clarification</u></p> <p>We request addition of this standard clause of OIL on liabilities and responsibilities relating to pollution.</p> <p>This clause forms a part of all OIL tenders/contracts including:</p> <ul style="list-style-type: none"> <li>▪ Tender CDG4876P24 for Hiring of Directional Drilling Services.</li> <li>▪ Tender GEM/2024/B/4609668 for Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services).</li> <li>▪ Contract No. 6118193 for hiring of cementing services</li> </ul>	

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<ul style="list-style-type: none"> <li>▪ Contract No. 6118087 for hiring of wireline services in OALP Block</li> <li>▪ Tender No. DCG3015S23 for Hiring of Pulsar Services</li> </ul>	
46.			<p>IP Ownership (New Clause)</p> <p>Please add the new clause below:</p> <p><b><u>While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.</u></b></p> <p><u>Explanation/Reason/Clarification</u></p> <p>We propose to include the clause on IP ownership.</p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p>This clause was a part of the contract for multiple tenders and contracts including:</p> <ul style="list-style-type: none"> <li>▪ Contract No. 6118193 for hiring of cementing services</li> <li>▪ Contract No. 6118087 for hiring of wireline services in OALP Block</li> <li>▪ Tender No. DCG3015S23 for Hiring of Pulsar Services</li> </ul>	
47.			<p>Interpretation Liability (New clause)</p> <p>Please add the following new clause:</p> <p><b><u>Since all log interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of Willful Misconduct and Gross Negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure</u></b></p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p><b><u>involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any loss or damages on this account except in case of Willful Misconduct and Gross Negligence.</u></b></p> <p><u>Explanation/Reason/Clarification</u></p> <p>We request to include the standard OIL clause on interpretation liability. The addition of this clause is essential considering the Scope of Work. This clause forms a part of all tenders including:</p> <ul style="list-style-type: none"> <li>▪ CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services.</li> <li>▪ Contract No. 6118087 for Hiring of Wireline Services for exploratory drilling in OALP blocks</li> <li>▪ CDG5704P21 for Directional Drilling with RSS + MWD/LWD</li> </ul>	
48.	Import and Export Control (New Clause)		<p>Import and Export Control (New Clause)</p> <p>Please add the new clause below:</p> <p><b><u>Both Parties shall strictly comply with, and adhere to, all applicable U.S. and non-U.S. laws and regulations pertaining to</u></b></p>	Not agreed. Please be guided as per tender.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p><u>economic sanctions laws, trade, import and export control.</u></p> <p><u>In the event that at the time when this Contract comes to existence or any moment thereafter, any trade compliance laws, regulations or restrictions of any kind, substantially adversely affect the performance of Parties or their affiliated companies under the Contract, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects. In the absence of a mutually acceptable solution, each Party, reserves the right to terminate the Contract, and the other Party agrees that it shall not be considered a breach of this Contract and hence it shall have no legal cause of action, and hereby waives any right to assert the same.</u></p> <p><u>Explanation/Reason/Clarification</u> We request addition of this clause to ensure compliance to the respective trade control and sanction and to avoid both criminal and civil liability.</p>	
49.	Timely Mobilisation and liquidated damages		<p>No GST is applicable on recovery of Liquidated damages (LD)</p> <p><u>Explanation/Reason/Clarification</u></p> <p>In view of the Government clarification no. 178/10/2022 – GST, no GST is applicable on recovery of Liquidated damages. Hence the</p>	Shall be as per Govt. directive.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			contractor/company will not charge GST on LD	
50.	GST on recovery of cost		<p>Any reimbursement or recovery (such as customs duty) from Company will be subjected to GST when invoiced</p> <p><u>Explanation/Reason/Clarification</u></p> <p>In the event where any reimbursement or recovery is to be done from the Company, an invoice will be raised along with GST in accordance with the applicable GST laws</p>	Shall be as per Govt. directive.
51.	Statutory Variation/ Newly Enacted Law		<p>In order to factor any changes on account of adverse interpretation of law by authority, the following clause should be added:</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, resulting from future legislation or interpretation of existing or future legislation, including and not limited to, goods and service tax, sales tax, customs duties, R&amp;D cess, works contract tax, services tax, corporate tax, octroi, entry taxes etc. are imposed by Government or the concerned authorities which Contractor is bound to pay in respect of the payments received by Contractor in pursuance of this agreement, then such new/additional taxes/levies will be borne by Company. Additionally, any upward change in the rates of the existing taxes/levies shall be to the</p>	Shall be as per Govt. directive.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p>account of Company. In case of reduction or exemption from any taxes/ levies, benefit shall be passed on to the Company.</p> <p><u>Explanation/Reason/Clarification</u></p> <p>This clause covers any liability which may arise on account of adverse interpretation of law by authorities and therefore, this addition is important</p>	
52.	Customs Duty, If Applicable		<p>The Company would be required to issue no objection certificate for transfer of equipment from one project/ block to another</p> <p><u>Explanation/Reason/Clarification</u></p> <p>The Company would be required to issue no objection certificate based on which transfer of equipment of Contractor from one project/ block to another will be effected.</p> <p>Further, if equipment to be transferred no longer exists under list 33 of Notification No 50/2017 – customs read with Notification No 02/2022 – customs at the time of block transfer, indemnity will be required from Company for Customs duty along with interest and penalty in case any liability arises later.</p>	Shall be as per Govt. directive.
53.	Customs Duty, If Applicable		<p><b><u>Local sale of imported goods:</u></b></p> <p>Where goods are imported by Contractor based on Company's certificate/ undertaking as per notification no. 50/2017- Customs read</p>	Shall be as per Govt. directive.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p>with notification 02/2022 – Customs and then locally sold to the Company at concessional GST rate, Company will provide an essentiality certificate for getting the benefit of concessional rate of GST as per notification number 3/2017 – GST. In the event where Local EC is denied/ refused, the Contractor should be entitled to recover differential GST on account of denial of local EC wherein the fault is not attributable to the Contractor.</p> <p><u>Explanation/Reason/Clarification</u> In case where local EC is not issued by the authority wherein fault is not attributable to contractor, the Company will reimburse the applicable customs duty along with GST charged on the invoice for recovery of such customs duty</p>	
<b>Schedule of services/ Schedule of rates</b>				
54.	PART-3, SECTION-IV SCHEDULE OF SERVICES/SCHEDULE OF RATES  A. Mobilization Charges	d) Contractor must ensure availability of consumables and the chemicals for at least two wells in their initial mobilization.	Bidder request Company for deletion of following clause:  <del>d) Contractor must ensure availability of consumables and the chemicals for at least two wells in their initial mobilization.</del> <u>Explanation/Reason/Clarification</u> Bidder will ensure operational continuity.	Not agreed. Please be guided as per tender.
55.	PART-3, SECTION-IV SCHEDULE OF SERVICES/SCHEDULE OF RATES	iii) The Contractor shall be solely responsible for executing Inter-Location Movement that covers shifting of all tools / equipment / consumables /	Bidder request Company for following deletion.  iii) The Contractor shall be solely responsible for executing Inter-Location Movement that covers shifting of all tools / equipment /	Agreed. To be amended as under:  iii) The Contractor shall be solely responsible for executing Inter-Location

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply				
	I. INTER – LOCATION MOVEMENT (ILM) CHARGES : (TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)	Accessories. The crane service at the wellsite too will be arranged by the Contractor. Supervision, safety of the tools/ equipment/ consumables/ accessories during loading, transportation and unloading will be responsibility of the Contractor.	<p>consumables / Accessories. <del>The crane service at the wellsite too will be arranged by the Contractor.</del></p> <p><u>Explanation/Reason/Clarification</u> Bidder request Company to kindly provide crane, forklift etc for loading / unloading, mixing of chemicals for mud preparation, ILM or any other requirement of MHE. These are generally under rig contractor scope of work.</p>	Movement that covers shifting of all tools / equipment / consumables / Accessories. The crane service at the wellsite will be arranged by the Rig services / OIL. Supervision, safety of the tools/ equipment/ consumables/ accessories during loading, transportation and unloading will be responsibility of the Contractor.				
56.	K. PENALTY:		<p>Bidder requests Company for following revision.</p> <table border="1" data-bbox="972 899 1520 1338"> <thead> <tr> <th data-bbox="972 899 1339 1003">FAILURE</th> <th data-bbox="1344 899 1520 1003">PENALTY PER DAY</th> </tr> </thead> <tbody> <tr> <td data-bbox="972 1006 1339 1338">1. Failure to provide Mud engineer (lead or second)</td> <td data-bbox="1344 1006 1520 1338">No ODRP &amp; SDRP for the personnel as well as 5% of Rental Charges of Mud lab &amp;</td> </tr> </tbody> </table>	FAILURE	PENALTY PER DAY	1. Failure to provide Mud engineer (lead or second)	No ODRP & SDRP for the personnel as well as 5% of Rental Charges of Mud lab &	Not agreed. Please be guided as per tender.
FAILURE	PENALTY PER DAY							
1. Failure to provide Mud engineer (lead or second)	No ODRP & SDRP for the personnel as well as 5% of Rental Charges of Mud lab &							

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed		OIL's Reply
				accessorie s-	
			2. Failure to provide ETP Supervisor and any ETP operators	No ODRP & SDRP for the personnel as well as 5% of Rental Charges of DWM unit	
			3. Failure to provide Area Manager asand when required	At the rate of 2.5% of Rental Charges of Mud lab & accessorie s & 2.5% of Rental Charges of DWM unit	
			4. Failure to clear the plinth after 10days of rig release.	At the rate of 5% of ILM charges upto 50 kmof Mud lab & accessorie	

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed		OIL's Reply
				<p>s &amp; 5% of ILM charges upto 50 KM of DWM unit. No ILM charges upto 50 KM of Mud lab &amp; accessories and DWM unit will be given to the contractor after clearance given beyond 15 days.</p>	
<b>General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31<sup>st</sup> Jan 2024</b>					
57.	GTC, 3.A xi		<p>Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than</p>		<p>GeM GTC. To be guided accordingly.</p>

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			<p>Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.</p> <p><u>Explanation/Reason/Clarification</u> We request OIL to kindly clarify the applicability of this provision.</p>	
58.	GTC, 3.A xii		<p>By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise &amp; Customs, Income tax, GST etc.</p> <p><u>Explanation/Reason/Clarification</u> We request OIL to kindly clarify the applicability of this provision.</p>	GeM GTC. To be guided accordingly.
59.	GTC, 3.A xiii		<p>Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category.</p> <p>If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void.</p>	GeM GTC. To be guided accordingly.

Sr. No.	Clause No & page no	Existing Tender Clause	Clarification / Modification Proposed	OIL's Reply
			No claim whatsoever against such contract shall be admissible and entertained. <u>Explanation/Reason/Clarification</u> We request OIL to kindly clarify the applicability of this provision.	

**End of Annexure-EE**

## Amendment in SOW\_SCC - Annexure-A

Srl No.	Clause No.	Existing Clause	Amended Clause
1	Part -3, Section – II, Scope of work, Clause no 1.4 Well site & Mud testing kit	1.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API Filter press, HP-HT filter press, 6- speed viscometer equivalent to Fann model 35 SA, retort kit, blender, magnetic stirrer, hot plate, pH meter, Mud Resistivity meter, lubricity tester etc (Annexure-2). The laboratory should consists of two parts having laboratory in one and office in the other part.	1.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API Filter press, 6- speed viscometer equivalent to Fann model 35 SA, retort kit, blender, magnetic stirrer, hot plate, pH meter, Mud Resistivity meter, lubricity tester etc (Annexure-2). The laboratory should consists of two parts having laboratory in one and office in the other part.
2	Part -3, Section – II, Scope of work, Clause 2.2.4 Drilling waste management	2.2.4 The Contractor shall evaluate the final effluents of DWM at a NABL accredited laboratory recognized by State/Central Pollution Control Board at regular interval (weekly) and submit the report to the Company.	2.2.4 The Contractor shall evaluate the final effluents of DWM at a NABL accredited laboratory recognized by State/Central Pollution Control Board at regular interval (Fortnightly) and submit the report to the Company.
3	PART – 3, SECTION – II SCOPE OF WORK / Annexure 1 Table 1 C	Point 7: HP- HT filter loss	This point to be deleted (Amended table 1C is attached herewith)
4	PART – 3, SECTION – II SCOPE OF WORK / Annexure 1 Table 2	Point 14 : Pipelax	Point 14 : Spotting fluid
5	PART – 3, SECTION – II SCOPE OF WORK/ Annexure 3 SWM package & services	<b>Centrifuge</b> Fully Hydraulic drive centrifuge complete with Mono pump	<b>Centrifuge</b> Fully Hydraulic drive / VFD operated unit
6	PART – 3, SECTION – II SCOPE OF WORK/	7. Chlorides : 600 mg/l	7. Chlorides : should not be more than that of source water

	Annexure 4 Parameter of treated effluent		
7	PART – 3, SECTION – II SCOPE OF WORK/	1.3.6 OIL shall have the option of using Chemicals from its own stock (from OIL’s Godown) depending on the wells requirement and OIL’s discretion. Payment for which shall not be paid to Bidder.	1.3.6 OIL shall have the option of using Chemicals from its own stock (from OIL’s Godown) depending on the wells requirement and OIL’s discretion. Payment for which shall not be paid to Bidder. The OIL’s chemical list will be provided to the party as soon as the contract is awarded.
8	PART – 3, SECTION – II SCOPE OF WORK/	2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater / drill-cuttings generated from the drill site to the prescribed limits.	2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater generated from the drill site to the prescribed limits. (test report of drill cuttings may be needed as per the requirement of OIL) Note: Where there is treatment of all wastewater / drill-cuttings in the tender please read as treatment of all wastewater only.
9	Special conditions of contract	5.9 The Contractor’s personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor’s Personnel with 24 hours’ notice	5.9 The Contractor’s personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor’s Personnel with 72 hours’ notice
10	PART – 3, SECTION – II SCOPE OF WORK/	2.3.1 Bidder to submit a test report of their laboratory indicating the specifications of untreated water as well as treated water along with the ranges of dosages of chemicals required to arrive at the water quality prescribed by state pollution control board (Annexure-4)	2.3.1 Bidder to submit a test report of their laboratory indicating the specifications of untreated water as well as treated water along with the ranges of dosages of chemicals required to arrive at the water quality prescribed by state pollution control board (Annexure-4). Untreated water will be collected from the well site pit.

11	PART-3, SECTION-II SOW, SCOPE OF WORK, Annexure-II (Table-1b & 1C)	NaCl saturated Mud System	NaCl Mud System
12	PART-3, SECTION-IV, Schedule of Services / Schedule of rate	I (iii) Inter- Location Movement (ILM), page-24, Charges: ------. The crane service at the wellsite too will be arranged by the Contractor. Supervision, safety of the tools/ equipment/ consumables/ accessories during loading, transportation and unloading will be responsibility of the Contractor	I (iii) Inter- Location Movement (ILM), page-24, Charges: ------. The crane service at the wellsite will be arranged by the Rig services / OIL. Supervision, safety of the tools/ equipment/ consumables/ accessories during loading, transportation and unloading will be responsibility of the Contractor
13	Special conditions of contract		<b>Following Clause is added at Point No. 8.0 in Special Conditions of Contract:</b>  8.0 PAYMENT FOR DEMOBILIZATION: Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents upto the last completed financial year, from the CONTRACTOR: a) Audited account up to the last completed financial year before the completion of the Contract. b) Tax audit report for the above period as required under the Indian Tax Laws. c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR for the above period.

			<p>CONTRACTOR to also submit the following documents along with the demobilization invoice:</p> <p>d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period), payment of duty drawback benefit availed by the contractor to OIL and also cancellation of re-export bond if any.</p> <p>e) Any other documents as required by applicable Indian Laws.</p> <p>f) Undertaking by the Contractor certifying that he shall submit all documents as mentioned in points (a), (b) &amp; (c) above for the financial year in which the contract has been completed, within 30 days of the completion of the tax audit.</p> <p>g) In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) &amp; (c) above will suffice.</p>
14	NOTE ADDED AT PART-3, SECTION-IV SCHEDULE OF SERVICES/SCHEDULE OF RATES		<p><b>Following Clause is added at PART-3, SECTION-IV SCHEDULE OF SERVICES/SCHEDULE OF RATES CUSTOMS DUTY:</b> In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However,</p>

			<p>Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022. Similarly, the domestic supply of such goods would attract concessional GST on submission of EC in terms of Gazette Notification No. No. 3/2017-Central Tax (Rate) dated 28.06.2017 (and as amended from time to time). Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/ concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022- Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the</p>
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			<p>Contractor on submission of documentary evidence. Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence. Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items,</p>
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			provide the same are included in the Proforma-A submitted by the bidder.
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## **Amendment in BEC -Annexure-B**

Existing BEC Clause	Amended BEC Clause
<p><b>Clause 1.5</b> <u>MOBILIZATION SCHEDULE:</u></p> <p><b>Particulars:</b> Mobilization of tools, equipment, accessories, consumables &amp; associated Services as per Scope of work.  <b>Mobilization time:</b> Within 60 days of Mobilization notice issued by Company.</p>	<p><b>Clause 1.5</b> <u>MOBILIZATION SCHEDULE:</u></p> <p><b>Particulars:</b> Mobilization of tools, equipment, accessories, consumables &amp; associated Services as per Scope of work.  <b>Mobilization time:</b> Within 75 days of Mobilization notice issued by Company.</p>
<p><b>Clause 1.9</b> Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</p> <p><b>Under 1.9, d, i)</b></p> <p>i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.</p>	<p><b>Clause 1.9</b> Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</p> <p><b>Under 1.9, d, i)</b></p> <p>i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.</p> <p>In cases where foreign based supporting company does not have permanent establishment in India, the</p>

	<p>bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and also performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p>
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**ANNEXURE-2**

<b>Sl No</b>	<b>Items</b> (For one Mud laboratory)	<b>Quantity</b>
1	Fann VG Meter 6 speed	1
2	API Filter Press	1
3	Marsh Funnel with Cup	3
4	API Mud Balance	3
5	API Sand Content Apparatus	1
6	Hamilton Beach Mixer	1
7	Oil Water Retort Kit	1
8	Mud Filtrate Test Kit	1
9	Methylene Blue Test Kit	1
10	Thermometer	1
11	Hot Plate	1
12	pH Meter	1
13	Pressurized Mud Balance	1
14	Resistivity Meter	1
15	Portable Centrifuge	1
16	Lubricity tester	1
17	Glassware, Reagents	As per Requirement

## **ANNEXURE-4**

Oil and gas drilling and processing facilities, situated on land and away from saline water sink, may opt either for disposal of treated water by onshore disposal or by reinjection in abandoned well, which is allowed only below a depth of 1000 m from the ground level. In case of re- injection in abandoned well the effluent have to comply only with respect to suspended solids and oil & grease at 100 mg/l and 10 mg/l, respectively. For on-shore disposal, the permissible limits are given below:

<b>S.No</b>	<b>Parameter</b>	<b>On-shore discharge (Not to exceed)</b>
1	pH	5.5 -9.0
2	Temperature	40°C
3	Suspended solids	100 mg/l
4	Zinc	2 mg/l
5	BOD at 27oC for 3 days	30 mg/l
6	COD	100 mg/l
7	Chlorides	should not be more than that of source water
8	Sulphates	1000 mg/l
9	Total Dissolved Solids	2100 mg/l
10	% Sodium	60 mg/l
11	Oil & grease	10 mg/l
12	Phenolics	1.2 mg/l
13	Cyanides	0.2 mg/l
14	Flourides	1.5 mg/l
15	Sulphides	2.0 mg/l
16	Chromium (hexavalent)	0.1 mg/l
17	Chromium (Total)	1.0 mg/l
18	Copper	0.2 mg/l
19	Lead	0.1 mg/l
20	Mercury	0.01 mg/l
21	Nickel	3.0 mg/l

**Table 2**

Sl. No.	Name Of chemical	Brand name	Country of origin	Unit of supply	Unit cost	Specs enclosed Yes/No	MSDS enclosed Yes/No
1	Barytes						
2	Bentonite						
3	Caustic Soda						
4	CMC(HVG)						
5	CMC(LVG)						
6	Geltax (modified guar gum)						
7	PAC (R )						
8	PAC(SL)						
9	XC Polymer						
10	Graphite						
11	Linseed Oil						
12	NaCl						
13	Cal Carb (F/M/C)						
14	Spotting fluid						
15	Mica						
16	Saw dust						
17	Jel flake (cellophane flake)						
18	Walnut shell						
19	Defoamer						
20	Biocide (ENV)						
21	Soda ash						
22	Sodium bicarb						
23	Teepol (Sodium dodecyl benezene sulphonate)						
24	Mud Detergent						
25	Polyol						
26	PGS						
27	SAPP						
28	PHPA						
29	CI (amine based)						

**ANNEXURE I**

**Table 1A**

**MUD POLICY FOR RAJASTHAN FIELD:**

<b>Hole Size</b>	<b>Mud System</b>
17 1/2"	Lightly treated water-based bentonite mud system
12 1/4"	Water based polymeric mud system / NaCl polymeric Mud System
8 1/2"	NDDF mud system

**Table 1B****Proposed mud system:**

Hole Size	Mud System	Mud Density (ppg)	MF Viscosity (sec)	PV (cp)	YP (lb/100 sq.ft)	Gel (0'/10')	F/loss (cc)
17 1/2"	Lightly treated water based system	8.7-9.0	60-50	ALAP	18-22	10/35	<15
12 1/4"	Water based polymeric mud system / NaCl polymeric Mud System	9.0-9.6	50-45	ALAP	16-20	8/12	<10
8 1/2"	NDDF mud system	8.8-9.0	45-40	ALAP	22-28	10/12	<7

**Table 1C**

Sl. No.	Mud property	Unit	Laboratory Testing		Remarks
			Before Hot roll	After Hot Roll at 180F	
1	Mud weight				
2	Plastic Viscosity				
3	Yield Point				
4	10s Gel.				
5	10m Gel				
6	API filtration loss/Cake				
7	pH				
8	Lubricity Coefficient				
9	Solids uncorrected				
10	PHPA concentration				
11	Any other properties				

**OIL INDIA LIMITED**  
**RAJASTHAN FIELD**  
**JODHPUR**

**AMENDMENT No. 2 Dated 08.04.2024**  
**To TENDER No. GEM/2024/B/4761784**

1) This amendment against Tender No. GEM/2024/B/4761784 is issued as under:

2) The Bid Closing/Technical Bid Opening Date of the Tender is extended as:

Bid Closing Date & Time: 22.04.2024 at 15-00 hrs. (IST)

Technical Bid Opening Date & Time: 22.04.2024 at 15-30 hrs. (IST)

3) All other terms & Conditions remain unchanged.

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**OIL INDIA LIMITED**  
**RAJASTHAN FIELD**  
**JODHPUR**

**AMENDMENT No. 1 Dated 28.03.2024**  
**To TENDER No. GEM/2024/B/4761784**

- 1) This amendment against Tender No. GEM/2024/B/4761784 is issued as under:
- 2) The Bid Closing/Technical Bid Opening Date of the Tender is extended as:

Bid Closing Date & Time: 08.04.2024 at 15-00 hrs. (IST)

Technical Bid Opening Date 08.04.2024 at 15-30 hrs. (IST)  
& Time:

- 3) All other terms & Conditions remain unchanged.

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