

CORRIGENDUM NO. 3 DATED 24.05.2024

to

BID NO. GEM/2024/B/4856672 DATED: 12.04.2024

for

Hiring of Drilling Waste Management Services for collection, transportation & disposal of drilling waste from OIL's drilling locations through Co-processing/TSDF.

This Corrigendum is issued to notify the following changes:

1.0 This Corrigendum is issued to notify the bidder(s) regarding the Pre Bid Conference held on 08.05.2024:

Mode: Physical Mode, Venue: Drilling Department Conference Hall, Duliajan, Assam, 786602.

List of prospective bidders who attended the Pre-Bid Meeting:

Sl. No.	Name of Firm/Organisation attended
1.	M/s. Luthra Group LLP.
2.	M/s. Schlumberger
3.	M/s. CVS MultiServices Pvt. Ltd.

OIL's response to the queries forwarded by the interested bidders is enclosed in **ANNEXURE-I.**

2.0 Bid Closing & Opening date stands amended as under:

- i) **Bid Closing Date & Time: 7th June 2024 [14:00 Hrs (IST)]**
- ii) **Technical Bid Opening Date & Time: 7th June 2024 [14:30 Hrs (IST)].**

All other terms and conditions of the Bid Document remain unchanged.

SD/-

MANAGER- CONTRACTS (O)

OIL's RESPONSES TO PRE-BID QUERIES AGAINST GEM/2024/B/4856672

Ref: PRE-BID MEETING HELD ON 08.05.2024:

Tender No. GEM/2024/B/4856672 Dated: 12.04.2024 for Hiring of Drilling Waste Management Services for collection, transportation & disposal of drilling waste from OIL's drilling locations through Co-processing/TSDF.

1. QUERIES FROM M/s. LUTHRA GROUP AND OIL'S RESPONSE:

Sl. No.	Clause/Section No.	Particulars of query/Clarification sought	OIL's RESPONSE
1.	2. Technical Evaluation Criteria 2.1 (I) "Similar Work" Experience	We request your good office to kindly consider the below amendments in Evaluation criteria. Overall Pre-processing experience of Hazardous & Non-Hazardous waste to be considered including Drill cutting but not only confined to Drill cutting volume only.	The matter is under deliberation, and in case of any change an amendment shall be issued.
2.	Scope of work, Point 2.0 Broad scope of work (Sub Point No. 5) Related to Testing of waste.	What would be the frequency of material testing at NABL accredited laboratory?	Frequency of testing of drilling waste will be as follows: i) Once for 20" & 17.1/2" hole section in a new field. ii) Once in 12.1/4", 8.1/2" and 6" hole section in every well. OR As advised by OIL.
3.	Scope of work, Point 2.0 Broad scope of work (Sub Point No. 3) Related to effluent transfer.	Kindly clarify, Do contractor have to transfer effluent to separate pits from retainer pit with in the Rig premises also please clarify waste collection point for contractor from Rig.	Contractor may have to transfer effluent from one effluent pit to another effluent pit, if required. Waste collection points: Retainer pit: for Drill cuttings, sludge Mud tank: for the WBM to be disposed

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			Effluent pit: for Drill cuttings, sludge, if required Near ETP, for ETP centrifuge sludge
4.	Scope of work, Point 2.0 Broad scope of work (Sub Point No. 21) Related to weigh bridge.	What is the OIL India Ltd. arrangements for weigh bridge facility, is it available at Rig or from external weigh bridge.	OIL will not arrange for the Weigh Bridge facility. Contractor shall have to arrange for external Weigh Bridge facility on it's own.
5.	Scope of work, Point 2.0 Broad scope of work (Sub Point No. 46) Related to Drilling Rigs	Is all Rigs site operational currently.	On an average 18-20 rigs (may vary depending on deployment) will be under operation. However, contractor may have to collect Drilling waste from locations where rigs may not be deployed at that point of time.

2. QUERIES FROM CHANDRA OIL & GAS PROJECT SERVICES PVT LTD. AND OIL'S RESPONSE:

Sub: Queries for Hiring of Drilling Waste Management Services for collection, transportation & disposal of drilling waste from OIL's drilling locations through Coprocessing/TSDF.

Sl. No	Page No	Clause No	Clause Detail	Query	OIL's RESPONSE
01	Page 27 Point No VIII	Mobilization Period	In tender document it's mentioned for Mobilization Period is 60 (sixty) days from the date of issue of LoA.	We request to extend the mobilization period for 90 days	The matter is under deliberation, and in case of any change an amendment shall be issued.
02	Page 27 Point No XII	Amount of Performance Security	5% of total Contract value	we request to kindly reduce to 2% of Total contract value	No change
03	Page 2 of 8	SCOPE OF WORK (SOW)	6)Dedicated laboratory to be finalized by bidder and share all the certification and capabilities that can prove the laboratory have capability to test Schedule 02 as per Waste Management Rules 2016	We request to confirm that Dedicated Laboratory certification to be submitted along with techno commercial submission, and confirm the list of Parameter of Schedule 02.	i) Accreditation from NABL. ii) Any document which confirms that the laboratory have the capability to test the parameters as per Schedule 02 OR A declaration from the Laboratory.

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04	Page 4 of 8	SCOPE OF WORK (SOW)	33) Routine visit and audit for OIL team has to be arranged by Contractor with no additional cost to OIL. All the formality as per guideline has to be followed at Co-Processing/TSDF/Bricks making facility where the bidder has planned to dispose the waste.	Kindly confirm the Periodic visit and audit of Oil India at site location.	It is to be intimated to Project Co-ordinator when planned.
05	Page 2 of 13	2.1 "SIMILAR WORK" EXPERIENCE	The bidder must have experience in successfully executing/ completing at least one "SIMILAR WORK" of minimum value of ₹ 33,16,60,000.00 (Rupees Thirty-Three Crore Sixteen Lakh Sixty Thousand only) under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company/ E&P Company. [OR] The bidder must have experience in successfully	The work value and Qty set for qualifying criteria is very high. This will limit prospective small & medium bidders. Therefore We request to give relaxation for the same for (Minimum Value and Minimum Volume say 5% of the proposed) to participate in this tender.	The matter is under deliberation, and in case of any change an amendment shall be issued.

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			<p>executing/ completing at least one “SIMILAR WORK” for minimum volume of 38,000.00 (Thirty-Eight Thousand only) MT under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company of India / E&P Company.</p>		
06			<p>General Points</p>	<p>ILM and work activities at site during monsoon season are very difficult for vehicle movement and shifting of material for coprocessing.</p> <p>We request to kindly get rid of the penalty clause as per STC page no Page 55 of 57 at the time of monsoon season.</p>	<p>No Change.</p>

3. QUERIES FROM CVS MULTISERVICES PVT LTD AND OIL'S RESPONSE:

Sr No	Subject	Page No	Clause No	Clause Detail	Queries	OIL's Response
01	SCHEDULE OF WORK, UNIT AND QUANTITY: (SOQ)	Page 1 of 2	DESCRIPTION OF SERVICE	Different type of Services from Sr. no-10 - 70 showing the Estimate Quantity in MT.	Kindly confirm that Estimate Quantity (MT) will be same or vary as per the site condition, Kindly confirm.	Estimated Quantity (MT) will vary from well to well as per casing policy, drilling target depth of the well.
02	Introduction	Page 2-7 Point No VIII	Mobilization Period	In tender document it's mentioned for Mobilization Period is 60 (sixty) days from the date of issue of LoA.	We Request to kindly Extend the Mobilization period for 90 days instead of 60 days.	The matter is under deliberation, and in case of any change an amendment shall be issued.
03	Introduction	Page 2-7 Point No XII	Amount of Performance Security	5% of total Contract value	We request to kindly reduce the Performance security to 2-3% of total contract value.	No Change

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04	BID EVALUATION CRITERIA (BEC)	Page 2 of 13	<p>2.0 TECHNICAL EVALUATION CRITERIA:</p> <p>2.1 “SIMILAR WORK” EXPERIENCE</p>	<p>The bidder must have experience in successfully executing/ completing at least one “SIMILAR WORK” of minimum value of Rs 33,16,60,000.00 (Rupees ThirtyThree Crore Sixteen Lakh Sixty Thousand only) under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company/ E&P Company.</p>	<p>In the BEC mentioned Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company/ E&P Company. Also, tender mentioned sub contract order acceptable.</p> <p>Please clarify for sub contract order required for Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company/ E&P Company.</p>	<p>The matter is under deliberation, and in case of any change an amendment shall be issued.</p>
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			<p>(OR) The bidder must have experience in successfully executing/ completing at least one “SIMILAR WORK” for minimum volume of 38,000.00 (Thirty-Eight Thousand only) MT under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company of India / E&P Company. Note: E&P Company means any company engaged in exploration and production of crude oil & natural gas.</p>	<p>If Main contract for Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company/ E&P Company & sub contract working in oil field company, so, oil India acceptable order?????</p> <p>We request to Kindly clarify the same.</p>	
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05	BID EVALUATI ON CRITERIA (BEC)	Page 5 of 13	3.0 FINANCIAL EVALUATION CRITERIA	<p>3.1 Annual Financial Turnover from operations of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs33,16,60,000.00 (Rupees Thirty-Three Crore Sixteen Lakh Sixty Thousand only).</p>	<p>Annual Financial Turnover Required for all Three-year amount Rs. 33,16,60,000.00. (or) Any single Year acceptable Rs. 33,16,60,000.00 in three financial years.</p> <p>We request to Kindly clarify the same.</p>	<p>Annual Financial Turnover from operations of the bidder during any single year in the preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs 33,16,60,000.00.</p>
06	BID EVALUATI ON CRITERIA (BEC)	Page 5 of 13	2.0 TECHNICAL EVALUATION CRITERIA: Point No : 2.4	<p>The Bidder shall provide the following documents along with bid, as applicable, for the concerned method of disposal to be adopted: I)For disposal at Co-processing industry a) MOU/lease agreement with landowner for contractor's processing plant. b)MOU with Co-processing industry c) Consent to Establish/ Consent to Operate certificate of co-processing industry.</p>	<p>Concerned method of disposal to be adopted: 1. Co-processing Industries. 2. TSDF</p> <p>Disposal of Waste Material can be done in any one Method either Coprocessing in Industries (or) TSDF.</p> <p>As per the tender clause it's mentioned that MoU to be submitted for both options.</p>	<p>MOU/lease agreement with landowner for contractor's processing plant needs to be submitted only for the particular method of disposal (either Co-processing or TSDF) to be used by the Contractor.</p>

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				<p>d)Any other applicable permit</p> <p>II)For disposal at TSDF</p> <p>a) MOU/lease agreement with landowner for contractor's processing plant.</p> <p>b)TSDF membership certificate/ MoU with TSDF</p> <p>c) Consent to Establish/ Consent to Operate certificate of TSDF.</p> <p>d)Any other applicable permit</p>	<p>Kindly confirm that MoU need to submit for any single Method of Disposal.</p>	
07	SPECIAL TERMS & CONDITIONS (STC)	Page 54 of 57	SCHEDULE OF PENALTY	<p>Project Coordinator - 20 percent of the quoted unit rate of collection, transportation and disposal of ETP centrifuge sludge shall be deducted for each days non-availability</p>	<p>We request kindly deduct 5% of the Quoted unit rate of collection, transportation and disposal of ETP centrifuge sludge</p>	No Change
08	SPECIAL TERMS & CONDITIONS (STC)	Page 54 of 57	SCHEDULE OF PENALTY	<p>Supervisor - 15 percent of the quoted unit rate of collection, transportation and disposal of ETP centrifuge sludge shall be deducted for each days</p>	<p>We request kindly deduct 5% of the Quoted unit rate of collection, transportation and disposal of ETP centrifuge sludge</p>	No Change

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				non-availability for each person		
09			General Points		Kindly confirm that MVT/Fire fighting/Fist aid Training required for the Manpower deployed at site	<p>These trainings are required, however Contractor's manpower may avail the trainings as mentioned below:</p> <p>Contractor's manpower deployed at site will be provided opportunity to attend MVT conducted by OIL.</p> <p>Contractor's manpower deployed at site will get opportunity to attend fire fighting training at well site.</p> <p>Contractor may provide Fist aid Training for the Manpower deployed at site</p>

4. QUERIES FROM MECCON INFRASTRUCTURE AND OIL'S RESPONSE:

Sr No	Page No	Clause No	Clause Detail	Bidder's Query	OIL's RESPONSE
01	Page 2 of 13	2.0 TECHNICAL EVALUATION CRITERIA: 2.1 "SIMILAR WORK" EXPERIENCE	<p>The bidder must have experience in successfully executing/ completing at least one "SIMILAR WORK" of minimum value of 33,16,60,000.00 (Rupees ThirtyThree Crore Sixteen Lakh Sixty Thousand only) under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company/ E&P Company.</p> <p>OR</p> <p>The bidder must have experience in successfully executing/ completing at least one "SIMILAR WORK" for minimum volume of 38,000.00 (Thirty-Eight Thousand only) MT under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company of India / E&P Company.</p>	<p>We have experience in waste management services for disposal of drilling waste volume of 25000MT but as per the tender document its required 38000MT</p> <p>We request to kindly reduce the Volume of 25000 MT instead of 38000 MT.</p>	<p>The matter is under deliberation, and in case of any change an amendment shall be issued.</p>

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			Note: E&P Company means any company engaged in exploration and production of crude oil & natural gas.		
02	Page 27 Point No Vill	Mobilization Period	In tender document it's mentioned for Mobilization Period is 60 (sixty) days from the date of issue of LOA.	Kindly extend the Mobilization period for 90 days to arrange the required sources for smooth operation of the contract	The matter is under deliberation, and in case of any change an amendment shall be issued.
03	Page 27 Point No XII	Amount of Performance Security	5% of total Contract value	Submission of Performance Security is 5% of Total contract value as per contract, we request to kindly reduce to 2% of Total contract valve	No Change
04	Page 6 of 8	3.0 PERSONNEL TO BE DEPLOYED	As per the tender Project coordinator I nos and Supervisor (minimum 02 no.):	Kindly confirm Extra manpower can be deployed for Smooth operation.	The no. of personnel mentioned in the tender clause is the minimum requirement. Contractor may deploy extra manpower for smooth running of operations.
05	Page 5 of 13	FINANCIAL EVALUATION CRITERIA:	3.1 Annual Financial Turnover from operations of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs 33, 6,60,000.00 (Rupees Thirty-Three Crore Sixteen Lakh Sixty Thousand only).	As we are MSME Vendor, kindly give relaxation on the financial turnover from operations of the bidder during any of preceding 03 years financial year.	No Change

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06	Page 3 & 4 of 13	Notes to BEC Clause 2.1 above:	<p>IV. Experience of executing 'SIMILAR WORK' through sub-contracting shall also be considered for evaluation. In case of work experience executed through 'subcontracting' , the bidder shall submit relevant documents as mentioned under para 'II' and/or 'III' mentioned under "Notes to BEC Clause 2.1 above', along with confirmation towards consent of the client organization/end-user for allowing 'sub-contracting</p>	<p>As we had awarded a contract from M/S Shree Cement Limited for Transportation and Loading of Drilling waste from Vedanta drilling site location, According to Para II and /or III mentioned under Notes to BEC Clause 2.1 above, We can provide the Work Completion certificate from M/S Shree Cements Limited against the WO, and Same Cannot be provided from Organization / end user for allowing sub contract. We request to consider the same Work Completion from M/S Shree Cement Limited to fulfill the BEC as per the terms and conditions.</p>	No Change
07		General Points		<p>Kindly confirm that Training like MVT First Aid, Fire Fighting training required for the Manpower deployed at site location</p>	<p>These trainings are required, however Contractor's manpower may avail the trainings as mentioned below: Contractor's manpower deployed at site will be provided opportunity to attend MVT conducted by OIL.</p>

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					<p>Contractor's manpower deployed at site will get opportunity to attend fire fighting training at well site.</p> <p>Contractor may provide First aid Training for the Manpower deployed at site .</p>
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5. QUERIES FROM SCHLUMBERGER AND OIL'S RESPONSE:

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
PART 2 – BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)				
1.	2.1 "SIMILAR WORK" EXPERIE NCE:	<p>The bidder must have experience in successfully executing/ completing at least one "SIMILAR WORK" of minimum value of ₹ 33,16,60,000.00 (Rupees Thirty-Three Crore Sixteen Lakh Sixty Thousand only) under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company/ E&P Company.</p> <p>OR</p> <p>The bidder must have experience in successfully executing/ completing at least one "SIMILAR WORK" for minimum volume of 38,000.00 (Thirty-Eight Thousand only) MT under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company of India / E&P Company.</p> <p>Note: E&P Company means any company engaged in exploration and production of crude oil & natural gas</p>	Bidder requests company to kindly define the waste category of the Drilling Waste for which the experience has been asked for w.r.t. "SIMILAR WORK".	Waste category can be both Hazardous or No-hazardous waste.
2.	Notes to BEC Clause 2.1 above:	"SIMILAR WORK" mentioned in Clause No. 2.1 means "Services for handling, transportation, processing (using mechanical/ chemical/ combination processing system) and disposal of 'Drilling Waste' through Co-processing industry/TSDF (Treatment, Storage & Disposal Facility).	Bidder requests company to define the category of waste as per the current scope. Is it disposal of oil based cuttings or water based cuttings?	As per the current scope, Drilling waste is water-based mud/sludge/ cuttings.

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S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
		Note: 'Drilling waste' means drill cuttings and/or drilling mud and/or sludge and/or effluent etc. generated during drilling operations of oil/natural gas wells.		
3.	Notes to BEC Clause 2.1 above:	XI. Bidders submitting their bid based on the experience of their <u>Joint Venture/Parent/Subsidiary/Co subsidiary/Sister Subsidiary</u> and also from 'Consortium of Companies' shall not be considered	Bidder requests company to kindly delete this clause and allow for borrowing of experience from Parent/Subsidiary/Co-subsidiary/Sister Subsidiary/ Consortium of Companies .	The matter is under deliberation, and in case of any change an amendment shall be issued.
4.	(New Clause)	<p>Please add the following new clause:</p> <p><u>Bid submitted on the basis of the Technical Experience of Sister Subsidiary/ Co-subsidiary Company:</u></p> <p><u>(i) Offers of those bidders (other than JV bidder) who themselves do not meet the technical experience criteria as stipulated in Clause No. 2.2 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the conditions:</u></p> <p><u>(a) Provided that the primary bidder complies to Clause No. 1.0 above (w.r.t. to being incorporated in India and maintaining more than or equal to 20% local content for the offered services)</u></p> <p><u>(b) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/ holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding</u></p>	We request addition of this clause on borrowing of experience from sister-subsidiary or co-subsidiary under a common ultimate holding company.	The matter is under deliberation, and in case of any change an amendment shall be issued.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
		<p><u>company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the technical bid.</u></p> <p><u>(c) Provided that the sister subsidiary/co-sub subsidiary company on its own meets the technical experience criteria laid down in Clause No. 2.2 above and not through any other arrangement like technical collaboration etc.</u></p> <p><u>(d) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement (as per format furnished as PROFORMA- A4) between them & their ultimate parent/holding company, along with the technical bid.</u></p>		
5.	Form for Tripartite Agreement (New addition)	<p>Please add the following form:</p> <p><u>Attachment - III</u></p> <p><u>FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company.</u></p> <p><u>Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)</u></p>	We request OIL to kindly add this format for tripartite agreement for borrowing of experience from sister subsidiary.	The matter is under deliberation, and in case of any change an amendment shall be issued.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
		<p><u>(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)</u></p> <p><u>This agreement made this day of month year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and</u></p> <p><u>M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and</u></p> <p><u>M/s _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Companies of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.</u></p> <p><u>WHEREAS</u></p> <p><u>M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and</u></p> <p><u>M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and</u></p> <p><u>Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the</u></p>		

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
		<p><u>Bidder for successful execution of the contract, if awarded to the Bidder.</u></p> <p><u>Now, it is hereby agreed to by and between all the three parties as follows:</u></p> <p><u>1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.</u></p> <p><u>2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Bidder.</u></p> <p><u>3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the Bidder.</u></p> <p><u>4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.</u></p> <p><u>5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert</u></p>		

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
		<p><u>manpower to support the Bidder for execution of the contract are honoured.</u></p> <p><u>6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.</u></p> <p><u>7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.</u></p> <p><u>For and on behalf of</u> <u>(Bidder)</u> <u>M/s. Witness 1)</u> <u>2)</u></p> <p><u>For and on behalf of</u> <u>(Sister Subsidiary /</u> <u>Co-subsidiary)</u> <u>M/s. Witness 1)</u> <u>2)</u></p> <p><u>For and on behalf of</u> <u>(Ultimate Parent / Holding Company)</u> <u>M/s. Witness 1)</u> <u>2)</u></p>		

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S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
6.	2.2	*Drilling waste means drill cuttings and/or drilling mud and/or sludge and/or effluent etc. generated during drilling operations of oil/natural gas wells.	<p>Bidder requests company to confirm if liquid waste also needs to be disposed to a TSDF / cement factory for co processing?</p> <p>If so, bidder requests company to clarify on the mechanism of charging the same back to the company. Will it be charged by volume (per bbl / per liter) or by weight (per ton / per KG) ?</p> <p>If the liquid waste is to be charged by volume, bidder request company to define the mechanism for charging liquid wastes of different density & weight. Transportation of 1 tanker of water will be totally different from transportation of 1 tanker of 12 PPG mud loaded with barite.</p>	<p>Contractor may dispose the liquid waste at TSDF/ Cement industry if they accept it. Otherwise, contractor to carry out separation of solid contents from the liquid waste at their pre-processing plant and dispose the solid parts at TSDF/Cement industry. However, the disposal of the liquid part (effluent) shall be contractor's responsibility.</p> <p>Contractor to charge the company for disposal of solid/liquid waste at TSDF/ Cement industry by weight (per MT).</p>
7.	4.0 COMME RCIAL EVALUAT ION	4.5 EMD/Bid Security: Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before 14:15 Hrs (IST) on the original bid closing date. A scanned copy of the bid security shall however be uploaded along with the Technical Bid. The amount of Bid Security shall be as per	Bidder requests company to kindly allow at least 1 day time for submission of Hard copy of the EMB/Bid security on the original bid closing date.	No Change

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S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
	CRITERIA:	the EMD/Bid Security amount mentioned in "INTRODUCTION" of the tender. Bid without proper & valid Bid Security will be rejected.		
SCOPE OF WORK				
8.	1.2 DEFINITION OF WORK:	Oil India Limited (OIL) intends to hire Drilling Waste Management Services for its Drilling locations during drilling, production testing, inter location movement or preparatory stage. The services are required for collection, transportation and disposal of drilling waste (drill cuttings, drilling mud (WBM), sludge) and to finally dispose at Co-processing facility/TSDF facility under the guidelines of MOEF&CC/ CPCB/SPCB or any other statutory body and as amended from time to time.	Bidder requests company to define preparatory stage. 1. What nature of waste is expected in preparatory stage? 2. What nature of waste is expected in inter location movement stage? 3. Is Drilling waste management (DWM) activity expected only from live drilling, production testing operations? 4. Is Drilling waste management (DWM) activity expected from previously drilled well pads?	1. Drill cuttings/sludge (from previous drilling activities). 2. Drill cuttings/sludge/mud. 3. Not just from live drilling/production testing operations, but also may be those accumulated from previously carried out operations but not disposed yet. 4. Yes.
9.	1.2 DEFINITION OF WORK:	Oil India Limited (OIL) intends to hire Drilling Waste Management Services for its Drilling locations during drilling, production testing, inter location movement or preparatory stage. The services are required for collection, transportation and disposal of drilling waste (drill cuttings, drilling mud (WBM), sludge) and to finally dispose at Co-processing facility/TSDF facility under the guidelines of MOEF&CC/ CPCB/SPCB or any other statutory body and as amended from time to time.	Bidder requests company to confirm if liquid waste also needs to be disposed to a TSDF / cement factory for co processing? If so, bidder requests company to clarify on the mechanism of charging the same back to the company. Will it be charged	REPETITION

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			<p>by volume (per bbl / per liter) or by weight (per ton / per KG)?</p> <p>If the liquid waste is to be charged by volume, bidder request company to define the mechanism for charging liquid wastes of different density & weight. Transportation of 1 tanker of water will be totally different from transportation of 1 tanker of 12 PPG mud loaded with barite.</p>	
10.	2.0 Broad scope of work	1) Collection, transportation and disposal of Drill cuttings, Drilling mud (WBM) and Sludge from Company's onshore drilling sites (from retainer pits, mud tanks etc) by utilizing Contractor's own/hired resources such as truck, dumper, tanker, Vacuum pump, Super Vacuum, Excavator, JCB, Manpower, fuel and consumables required for lifting drilling waste	Bidder requests company to elaborate on the activities involved in collection ?	It is upto contractor how they collect & transfer the drilling waste from the points of collection.
11.	2.0 Broad scope of work	1) Collection, transportation and disposal of Drill cuttings, Drilling mud (WBM) and Sludge from Company's onshore drilling sites (from retainer pits, mud tanks etc) by utilizing Contractor's own/hired resources such as truck, dumper, tanker, Vacuum pump, Super Vacuum, Excavator, JCB, Manpower, fuel and consumables required for lifting drilling waste	<p>Bidder requests company to confirm if liquid waste also needs to be disposed to a TSDF / cement factory for co processing?</p> <p>If so, bidder requests company to clarify on the mechanism of charging the same back to the company. Will it be charged by volume (per bbl / per liter) or by weight (per ton / per KG) ?</p> <p>If the liquid waste is to be charged by volume, bidder request company to</p>	REPETITION

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			define the mechanism for charging liquid wastes of different density & weight. Transportation of 1 tanker of water will be totally different from transportation of 1 tanker of 12 PPG water-based mud loaded with barite.	
12.	2.0 Broad scope of work	2) Bidder shall arrange land/site/facility at its own cost for processing required/store, prior to disposal at Co-processing facility/TSDF in accordance to guidelines specified by MoEF&CC/CPCB/SPCB or any other statutory body for Pre-processing & Co-processing as per Hazardous and Other Waste Management Rule-2016.	Bidder requests company to clarify regarding guidelines that if any change in guidelines (change in law) which has an impact on the cost of performing this DWM activity will the will the company will absorb such excess cost that bidder will mention?	NO
13.	2.0 Broad scope of work	3) Contractor to provide services for transfer of effluent to separate pits, collection & disposal of sludge from effluent pits at company's drilling sites, if required and as per advice of Company representative, necessary processing at contractor's facility and further dispose at Co-processing/TSDF facility.	<p>Bidder requests company to confirm if liquid waste also needs to be disposed to a TSDF / cement factory for co processing?</p> <p>If so, bidder requests company to clarify on the mechanism of charging the same back to the company. Will it be charged by volume (per bbl / per liter) or by weight (per ton / per KG) ?</p> <p>If the liquid waste is to be charged by volume, bidder request company to define the mechanism for charging liquid wastes of different density & weight. Transportation of 1 tanker of water will be totally different from</p>	REPETITION

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			transportation of 1 tanker of 12 PPG water-based mud loaded with barite.	
14.	2.0 Broad scope of work	4) Post transfer of Waste material to contractor's site, required resources to demoiaturize the Waste material and safe movement and disposal will be under Contractor's Scope.	Bidder requests company to define the term "demoisturize"	To reduce water content of drilling waste in order to facilitate transfer/disposal.
15.	2.0 Broad scope of work	4) Post transfer of Waste material to contractor's site, required resources to demoiaturize the Waste material and safe movement and disposal will be under Contractor's Scope.	Bidder requests company to allow for demoiaturize the solids material at company location itself for live drilling wells. This will help in reduced transportation costs.	May be allowed subject to availability of space to accommodate the equipment but without any additional charge.
16.	2.0 Broad scope of work	5) Testing of Drilling Waste shall be under contractor's scope. Contractor shall pick up and analyse the drill cuttings/mud/sludge generated during drilling and stored at Contractor's waste pits through an NABL accredited laboratory (approved by MoEF&CC) and as per the analysis the Drilling waste will be categorized as hazardous or non-hazardous characteristic in nature as per Schedule-I, II, III of Hazardous Waste Rules, 2016. For disposal of drill cuttings identified as hazardous or non-hazardous, Contractor shall comply with all conditions of "Guidelines for Disposal of Solid waste, Drill cuttings, Drill fluids for offshore and onshore drilling operations" notified by MoEF&CC dated 30/08/2005 (GSR 546 (e)). Considering "Precautionary Principle" or else shall follow Construction & Demolition Waste Management Rules 2016, Solid Waste	In case both, bidder & the company gets the same waste sample tested in 2 different NABL accredited labs and the results of both labs are different to the level that one lab result qualifies the waste as Non-Hazardous & the other qualifies as Hazardous, then which NABL report shall be acceptable for waste categorization & further handling of the waste as per the waste category ? Bidder requests company to kindly confirm on the above.	The NABL accredited lab report which finds the waste as Hazardous will be accepted for waste categorization & further handling of the waste. However, it is to be noted that Contractor may dispose off both Hazardous as well as Non-hazardous drilling waste at either Co-

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		Management Rule 2016, as applicable. However, OIL also may analyse the drill cuttings generated during drilling through an NABL accredited laboratory (approved by MoEF&CC).		processing industry or TSDF. Only if Contractor opts for Bricks making, they can utilize the Non-hazardous waste for Bricks making.
17.	2.0 Broad scope of work	5) Testing of Drilling Waste shall be under contractor's scope. Contractor shall pick up and analyse the drill cuttings/mud/sludge generated during drilling and stored at Contractor's waste pits through an NABL accredited laboratory (approved by MoEF&CC) and as per the analysis the Drilling waste will be categorized as hazardous or non-hazardous characteristic in nature as per Schedule-I, II, III of Hazardous Waste Rules, 2016.	Bidder requests company to confirm if liquid waste also needs to be disposed to a TSDF / cement factory for co processing? If so, bidder requests company to clarify on the mechanism of charging the same back to the company. Will it be charged by volume (per bbl / per liter) or by weight (per ton / per KG) ? If the liquid waste is to be charged by volume, bidder request company to define the mechanism for charging liquid wastes of different density & weight. Transportation of 1 tanker of water will be totally different from transportation of 1 tanker of 12 PPG water-based mud loaded with barite.	REPETITION

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18.	2.0 Broad scope of work	8) Contractor may dispose Non Hazardous waste at Co-processing facility/ TSDF considering smooth operation and on time disposal. Also, Contractor may utilize non-hazardous waste for Bricks making	Bidder requests company to kindly add LANDFILL as an option for disposal of non-hazardous waste	No Change
19.	2.0 Broad scope of work	9) Post transfer of Waste material to contractor's site, required resources to de-moisturize the Waste material and safe movement and disposal will be under Contractor's Scope.	Bidders requests company to classify the hierarchy for this approval and timeline for this approval.	No change
20.	2.0 Broad scope of work	10) For disposal of material identified as Toxic in nature to the Co-processing facility/TSDF, valid permission of Co-processing facility/TSDF from pollution control board has to be submitted to OIL at the time of bidding	Bidder requests company to provide list of toxic chemicals that will be used for drilling. Bidder also requests company to kindly share the toxicology report of the drilling fluid used in its operations.	For disposal of material identified as Toxic hazardous in nature to the Co-processing facility/TSDF, authorization of contractor from pollution control board has to be submitted to OIL at the time of bidding mobilization.
21.	2.0 Broad scope of work	12) Required MOU/CTE/CTO for Co-processing/TSDF facility has to be submitted by the bidder, which prove that end disposal facility will accept the waste for Co-processing/disposal, generated from OIL's drilling sites with validity and permitted quantity.	Bidder request company to kindly confirm if the bidder will be allowed to change the co -processing /TSDF agency during course of the contract. The bidder shall submit all the necessary documents to the company	May be allowed if all evidence found to be satisfactory.

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			for approval, prior to changing the co-processing/TSDF.	
22.	2.0 Broad scope of work	21) Waste carrier truck/dumper/tanker etc. has to be weighed prior and post loading from certified/authorized Weigh Bridge facility and submit proper documentation on regular basis.	Bidder requests company to define "proper documentation", details/list of required documents.	The matter is under deliberation, and in case of any change an amendment shall be issued.
23.	2.0 Broad scope of work	22) The contractor is required to deploy all necessary equipment in connection with waste handling including but not limited to Transfer Pumps, Hoses, Loaders, JCB, Excavators, Vacuum pump, Super Vacuum etc. for waste transfer from retainer pits/mud tanks/effluent pits at company's drilling site to tankers / trucks/dumpers etc.	<p>Bidder requests company to confirm & acknowledge that the mentioned bidder's resources will be used only for the purpose of waste management only. While transfers of muds from tank to tank for rig operational purpose, will not be a part of contractor's scope</p> <p>Company to kindly confirm that any additional resources required, would be deployed by the company at its own cost for usage of similar equipment for rig's operational purpose.</p>	<p>Agreed.</p> <p>Contractor to provide sufficient resources to comply scope of work.</p>
24.	2.0 Broad scope of work	23) Contractor shall collect drilling waste from multiple locations/rigs simultaneously irrespective of operations and service shall be available for 24x7 basis. Accordingly, contractor shall make provision of resources considering round the clock operation for 365 days.	<p>Bidder requests company to kindly note that bidders transportation resources shall refrain from night driving.</p> <p>Bidder however, assures the company of uninterrupted drilling operations at nights by making alternate waste storage arrangements.</p>	Irrespective of whether contractor's vehicles refrain from night driving or not, contractor must collect the drilling waste from

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			<p>Bidder requests company to clarify number of waste handling equipment's that has to be mobilized and DWM activity has to be done simultaneously in how many drilling locations.</p> <p>Also, bidder requests company to clarify the provision of resources considering 24x7 and 365 days for 1 nos. drilling location or at each company's drilling location if some of them are at far distance.</p>	designated points on time as advised.
25.	2.0 Broad scope of work	30) Contractor has to maintain daily log of activity with proper quantity of material received /processed /delivered with timing and would provide a copy to OIL regularly.	Bidder wants to clarify if proof of weight submitted will be accepted as quantity of material received?	Proof of weight of material duly certified by competent/authorized personnel of the receiving industry with date & timing will be accepted as quantity of material received.
26.	2.0 Broad scope of work	27) Responsibility of resolving all the Local issues pertaining to Contractor's operation from collection of waste material from OIL's Drilling sites to disposal at treatment plant/Co-processing industry/TSDF/ Bricks making facility shall be under Contractor's scope.	Bidder requests company to assist in resolving local issues at point of waste collection i.e.. drill sites	Issues pertaining to Drilling waste management contract will be Contractor's responsibility.
27.	2.0 Broad	28) If any work gets hampered due to local issues, resource unavailability, man power unavailability or any other reason	Bidder requests company to delete local issues from this clause	No Change

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	scope of work	attributable to Contractor, penalty as per OIL's terms and conditions will be applicable to Contractor's account.		
28.		34) Bidder should consider the drilling site locations will be in and around 150 km radius from OIL head quarter at Duliajan.	<p>Bidder request company to share the plan or list of all well site location where DWM activity is proposed.</p> <p>Also bidder request to clarify Area of operation mentioned as Assam and Arunachal Pradesh will bidder be provided any movement cost for idistance in excess of 150Kms</p>	<p>DWM activity is to be carried out in drilling locations in and around 150 km radius from Duliajan, however plan for locations to be drilled may change.</p> <p>Locations in excess of 150 km distance from Duliajan will not be assigned.</p>
29.	2.0 Broad scope of work	36) Contractor shall collect, transport and dispose the waste material (Drill cutting/Drilling mud/sludge etc) in compliance with the provisions/rules/ regulations of State pollution control board, Central pollution control board, MoEF&CC etc. like the Hazardous and other waste (waste management and transboundary movement rules 2016), Construction and Demolition waste management rules 2016, Solid waste management rules 2016 & GOI guidelines.	<p>Bidder requests company to confirm if liquid waste also needs to be disposed to a TSDF / cement factory for co processing?</p> <p>If so, bidder requests company to clarify on the mechanism of charging the same back to the company. Will it be charged by volume (per bbl / per liter) or by weight (per ton / per KG) ?</p> <p>If the liquid waste is to be charged by volume, bidder request company to define the mechanism for charging liquid wastes of different density & weight. Transportation of 1 tanker of</p>	REPETITION

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			water will be totally different from transportation of 1 tanker of 12 PPG water-based mud loaded with barite.	
30.	2.0 Broad scope of work	37) Contractor shall obtain all statutory permissions from all concerned State & Central authorities to carry out the work of Collection, Transportation & Disposal of waste from OIL drill sites to the designated disposal place as per SPCB /CPCB guidelines. These statutory permissions required may or may not be listed in the tender document. The contractor shall have to ascertain and inform OIL about the required documentation in this regard, if any, in advance. The contractor is liable to complete the documentation as per the applicable statutory requirements without any deviation.	Bidder requests company to please confirm that the waste ownership would lie with the company. Company to kindly share the CTE / CTO with mentioned waste categories permitted to be generated by the company – both non-hazardous & hazardous waste from its various drill sites. Company to kindly confirm if the bidder shall only be responsible for Collection, Transportation & Disposal of drilling waste. The other general waste shall not be part of this scope.	Once the Drilling waste is taken out of designated locations, waste ownership will not lie with the company. The waste generated during the course of the drilling activities are the drilling waste for which contractor shall be responsible.
31.	2.0 Broad scope of work	38) CONTRACTOR shall ensure that the work is completed without causing pollution/seepage/spillage of waste to nearby areas. As soon as the work is over, the contractor shall at his own cost, carry out removal or demolition of the temporary structures erected at his facility and restore the ground in good level and clean condition.	Bidder requests company to clarify/define “good level and clean condition”.	The matter is under deliberation, and in case of any change an amendment shall be issued.
32.	2.0 Broad scope of work	42) The effluent from processed sludge is to be stored in concrete pit/pit lined with HDPE sheet of required thickness to meet the SPCB/CPCB/MoEF&CC requirement.	Bidder requests company to confirm if liquid waste also needs to be disposed to a TSDF / cement factory for co processing?	REPETITION

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			<p>If so, bidder requests company to clarify on the mechanism of charging the same back to the company. Will it be charged by volume (per bbl / per liter) or by weight (per ton / per KG)?</p> <p>If the liquid waste is to be charged by volume, bidder request company to define the mechanism for charging liquid wastes of different density & weight. Transportation of 1 tanker of water will be totally different from transportation of 1 tanker of 12 PPG water-based mud loaded with barite.</p>	
33.	2.0 Broad scope of work	43) Final disposal of effluent water from the pre-processing facility shall be the responsibility of Contractor.	<p>Bidder requests company to confirm if liquid waste also needs to be disposed to a TSDF / cement factory for co processing?</p> <p>If so, bidder requests company to clarify on the mechanism of charging the same back to the company. Will it be charged by volume (per bbl / per liter) or by weight (per ton / per KG)?</p> <p>If the liquid waste is to be charged by volume, bidder request company to define the mechanism for charging liquid wastes of different density & weight. Transportation of 1 tanker of water will be totally different from</p>	REPETITION

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			transportation of 1 tanker of 12 PPG water-based mud loaded with barite.	
PART 4: SPECIAL TERMS & CONDITIONS (STC) (SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC))				
34.	14.6	<p>Please amend the clause below:</p> <p>Contractor/Consulting Firm shall also inform the Company at least 60 30 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>	<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"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	<p>The matter is under deliberation, and in case of any change an amendment shall be issued.</p>
35.	14.9 PRINCIPAL ASSURED	<p>Please replace the clause with the below:</p> <p><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></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>	<p>The matter is under deliberation, and in case of any change an amendment shall be issued.</p>

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			<ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services, ▪ Contract No. 6118087 for hiring of wireline services in OALP Block, ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services, ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services. 	
36.	14.10 Waiver of Subrogation	<p>Please amend the clause below:</p> <p><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> 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>“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees <u>to the extent of the indemnities undertaken by the Contractor/ Consulting Firm under this Contract</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"> ▪ Contract No. 6118193 for hiring of cementing services, ▪ Contract No. 6118087 for hiring of wireline services in OALP Block, ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services, ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services. 	<p>The matter is under deliberation, and in case of any change an amendment shall be issued.</p>

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37.	14.12 COMPLIANCE WITH SEC 25(1), OF "THE GENERAL INSURANCE BUSINESS (NATIONALIZATION) ACT 1972"	Please delete the entire clause.	<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"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	The matter is under deliberation, and in case of any change an amendment shall be issued.
38.	14.13 LOSS PAYEE CLAUSE	Please delete the entire clause.	<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"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block 	The matter is under deliberation, and in case of any change an amendment shall be issued.

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			<ul style="list-style-type: none"> ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	
39.	14.16 vi) PRADHAN MANTRI SURA KSHA BIMA YOJNA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA TOJANA (PMJJBY)	Please delete the obligation to maintain this insurance.	We will not be using any contractors for the purpose of this Scope of Work. Accordingly, we request OIL to please delete the obligation to maintain this insurance.	The matter is under deliberation, and in case of any change an amendment shall be issued.
40.	14.16 (vii)	Please add the following two points: CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) <u>or Contractor shall have the right to self-insure, except while the equipment are below rotary table or in the well bore.</u>	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.	No change

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			These changes were agreed in the recent Tender CDG4876P24 for Hiring of Directional Drilling Services.	
41.	19.0 RISK PURCHASE	<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 request CONTRACTOR/Consulting Firm to remediate hire the services from any other source at the CONTRACTOR/Consulting Firm's risk & 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 risk and cost of the CONTRACTOR/Consulting Firm.</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.	No Change
42.	45.0 TO DETERMINE THE CONTRACT	<p>Please amend the clause as below:</p> <p>In such an event (i.e. termination under Article No. 44.4 to 44.9 44.8 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</p>	<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>	No Change

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		<p>means, at the risk 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 <u>provided that such excess cost shall be limited to 50% of the cost of defaulted work mentioned in the Contract</u> over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.</p>		
43.	46.0 WITHOUT TERMINATING THE CONTRACT:	<p>Please amend the clause as below: In such an event (i.e. termination under Article No. 44.4 to 44.9 44.8 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 risk and 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 <u>provided that such excess cost shall be limited to 50% of the cost of defaulted work mentioned in the Contract.</u> 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>	<p>Since 44.8 is for termination for OIL's convenience, Bidder requests removal from this provision. Hiring of any other party cannot be at the "risk" of the Contractor. Contractor's liability to be capped</p>	No Change
PAYMENT TERMS				
44.	1.0 PAYMEN	3. The documentary evidence for the amount of Drilling waste disposed in Co-processing industry/TSDF till a particular month should be minimum of 70% of the Drilling	Bidder requests company to kindly define "Documentary Evidence".	The matter is under deliberation, and in case of any change an

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	TS TERMS:	Waste collected till the previous month. Weighing proof to be submitted as part of documentary evidence.	Bidder requests company to amend this to pay for the actual Wastes disposed instead of 70% of previous month volume as performance guarantee will be provided after LOA.	amendment shall be issued.
SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC))				
45.	Liability for the Well (New Clause)	<p>Please add the following new clause:</p> <p><u>Notwithstanding anything else contained herein to the contrary, in accepting an order to perform any services and / or to furnish any Equipment, the Contractor does so with the understanding that they do not guarantee results. Further notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of:</u></p> <p>(i) <u>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</u></p> <p>(ii) <u>any surface loss or damage or injury or death arising out of a sub-surface damage; and/or</u></p> <p>(iii) <u>blowout, fire, explosion or any other uncontrolled well condition; and/or (iii) damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or</u></p> <p>(iv) <u>any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs;</u></p>	<p>We request addition of the standard OIL clause on liability from catastrophic risks. This clause is particularly important because of the involvement of wellsite activities in the SOW.</p> <p>This clause forms a part of all wellsite tenders and contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	No Change

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
		<p><u>whether caused by their personnel or Equipment 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 Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its co-lessees, its sub-contractors, its agents and its parents, subsidiaries and affiliates, its other Contractors 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 Contractor, its Sub-Contractor, their employees or equipment and tools, including costs incurred by Company in this respect.</u></p>		
46.	Pollution and Contamination (New clause)	<p>Please add the following new clause:</p> <p><u>Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:</u></p> <p><u>i) The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless</u></p>	<p>We propose to include a comprehensive provision on pollution which provides more clarity and responsibility of both parties. Considering the scope of work, this clause is important.</p> <p>This clause forms a part of all wellsite tenders and contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services 	No change

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
		<p><u>from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.</u></p> <p><u>ii) The Company shall assume all responsibility for all other pollution and contamination (including cleaning, control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which 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>	<ul style="list-style-type: none"> ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	
47.	IP Infringement	<p>Please add the following new clause:</p> <p><u>Contractor shall indemnify and hold the Company harmless from any third party claims arising on account</u></p>	We propose to include the standard exclusions wherein the Bidder shall not	No change

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	(New Clause)	<p><u>of intellectual property infringement with respect to its services or products except where such infringement is caused due to:</u></p> <ol style="list-style-type: none"> <u>1. Specific modification or design of Contractor equipment or Services to meet Company's specifications;</u> <u>2. Combination of Contractor's equipment or Services in combination of other equipment and/ or services not recommended by Contractor,</u> <u>3. Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or</u> <u>4. Company's use of Contractor's equipment or Services that does not correspond to Contractor's published standards or specifications;</u> <p><u>in which case, the Company shall indemnify and hold the Contractor harmless.</u></p>	<p>be liable for intellectual property infringement.</p> <p>This standard OIL clause was a part of the contract for multiple tenders and contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services 	
48.	IP Ownership (New Clause)	<p>Please add the new clause below:</p> <p><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,</u></p>	<p>We propose to include the clause on IP ownership.</p> <p>This clause was a part of the contract for multiple tenders and contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block 	No change

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S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
		<p><u>Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.</u></p>	<ul style="list-style-type: none"> ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services 	
49.	Interpretation Liability (New clause)	<p>Please add the following new clause:</p> <p><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 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></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"> ▪ CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services. ▪ Contract No. 6118087 for Hiring of Wireline Services for exploratory drilling in OALP blocks ▪ CDG5704P21 for Directional Drilling with RSS + MWD/LWD 	No change
50.	Import and Export Control	<p>Please add the new clause below:</p> <p><u>Both Parties shall strictly comply with, and adhere to, all applicable U.S. and non-U.S. laws and regulations</u></p>	<p>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>	The matter is under deliberation, and in case of any change an amendment shall be issued.

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	(New Clause)	<p><u>pertaining to 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>		
51.	New clause Reimbursement to Contractor	The Contractor would charge GST on recovery of reimbursement	Reimbursements are subject to GST in terms of the provisions of GST law. Hence, GST is applicable on reimbursements.	Not Applicable
52.	TIMELY MOBILIZATION AND LIQUIDATED	No GST is applicable on recovery of Liquidated Damages (LD)	In view of the Government clarification no. 178/10/2022 – GST, no GST is applicable on recovery of Liquidated damages. Hence the contractor/company will not charge GST on LD	The matter is under deliberation, and in case of any change an amendment shall be issued.

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S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's RESPONSE
	DAMAGES:			
53.	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><i>“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&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 account of Company. In case of reduction or exemption from any taxes/ levies, benefit shall be passed on to the Company”</i></p>	This clause covers any liability which may arise on account of adverse interpretation of law by authorities and therefore, this addition is important.	No change
54.	13.0 CUSTOMS DUTY, IF APPLICABLE	<p>Exemption under notification number 2/2022 – customs</p> <p><u>Please add the following clause and confirm:</u></p> <p>With effect to the changes introduced under Finance Bill, 2022 under List 33 of notification number 2/2022-Customs</p>	We request company to provide clarification that undertaking will be provided for import under concessional rate	The matter is under deliberation, and in case of any change an amendment shall be issued.

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	Of GCC	read with notification no 50/2017, company is responsible for providing an undertaking for getting the goods custom cleared with Nil rate of custom duty and concessional rate of GST. Company will provide the essentiality certificate for import of equipment/ goods		
55.	13.0 CUSTOM S DUTY, IF APPLICABLE Of GCC	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. Further, if goods no longer exist under list 33 of Notification No 50/2017 – customs read with Notification No 02/2022 – customs at the time of block transfer under NOC from client, indemnity will be required from Company for Customs duty along with interest and penalty in case any liability arises later.	The Company to clarify that in the event where equipment are to be block transferred, the Company will provide a No Objection certificate to initiate and complete the transfer	The matter is under deliberation, and in case of any change an amendment shall be issued.
56.	Denial of Essentiality Certificate or exemption under custom duty	In case denial of benefit of exemption of custom duty due to the reason which cannot be attributed to the bidder/contractor and as a result, bidder/contractor is required to pay custom duty, Custom Cess, CGST, SGST, UTGST, IGST and demurrage if any, the same shall be reimbursed by COMPANY and that the period of such delay will not be considered as delay in mobilization.	In the event where the benefit of exemption is denied by Customs Authority and there is no fault of Contractor, the Company will reimburse the differential customs duty and GST to the Contractor	The matter is under deliberation, and in case of any change an amendment shall be issued.
General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31st Jan 2024				
57.	GTC, 3.Axi	Contractors shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Contractors are	We request OIL to kindly clarify the applicability of this provision.	No Change

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		free to offer higher discounts. The Contractor 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 Offer Price on GeM. In case any such infringement by Contractor is noticed, the Contractor shall be liable to be removed / debarred from the GeM.		
58.	GTC, xii	3.A By offering their product on GeM, the Contractor agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.	We request OIL to kindly clarify the applicability of this provision.	No Change
59.	GTC, xiii	3.A Contractors 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 Contractor(s). The Contractor(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. If any such infringement made by Contractor leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Contractor, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.	We request OIL to kindly clarify the applicability of this provision.	No Change

6. QUERIES FROM ADITI AND OIL'S RESPONSE:

Sl. No.	Section	Clause	Clause No.	Page No.	Descriptions as per NIT	Bidder's Query	OIL's Response
1	BEC/BRC	TECHNICAL EVALUATION CRITERIA:	2.1	2	<p>The bidder must have experience in successfully executing/ completing at least one "SIMILAR WORK" of minimum value of ₹ 33,16,60,000.00 (Rupees Thirty-Three Crore Sixteen Lakh Sixty Thousand only) under single contract during the last 07 (seven) years reckoned from the original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company/ E&P Company.</p> <p>OR</p> <p>The bidder must have experience in successfully executing/ completing at least one "SIMILAR WORK" for minimum volume of 38,000.00 (Thirty-Eight Thousand only) MT under single contract during the last</p>	<p>we have been working with your esteemed company since more than 15 years and have the experience of operation and management of Effluent Treatment Plants with disposal of drilling waste at the designated sites of OIL. Accordingly, you are requested to allow us to participate against the Tender GEM/2024/B/4856672 TENDER DATED – April 12, 2024.</p> <p>Also the minimum value under single contract should be kindly considered as consolidated value of jobs in E&P Company to allow more participation in the tender for better competition and quality and encouraging your proven vendors and also local</p>	<p>The matter is under deliberation, and in case of any change an amendment shall be issued.</p>

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				07 (seven) years reckoned from the	service providers generating local employment.	
				<p>original bid closing date in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / Public Limited Company of India / E&P Company.</p> <p>Note: E&P Company means any company engaged in exploration and production of crude oil & natural gas</p> <p>"SIMILAR WORK" mentioned in Clause No. 2.1 means "Services for handling, transportation, processing (using mechanical/chemical/combination processing system) and disposal of 'Drilling Waste' through Co-processing industry/TSDF (Treatment, Storage & Disposal Facility).</p> <p>Drilling waste means drill cuttings and/or drilling mud and/or sludge and/or effluent etc. generated during drilling operations of oil/natural gas wells</p>		

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2			2.2	4	<p>As part of the technical bid, bidders are required to submit process methodology in details including PFD/P&I D, footprint area of the Plant etc. for processing of the drilling waste proposed to be adopted for the work. Additionally, the bidders are required to submit a list of equipment/ machinery to be used in Plant for processing of the Drilling Waste* along with the technical bid</p>	<p>Please help us understand the specific unit for which we have to provide the details: Co- processing unit or treatment of drilling waste unit</p>	<p>Contractor's pre-processing plant.</p>
3			2.4	5	<p>The Bidder shall provide the following documents along with bid, as applicable, for the concerned method of disposal to be adopted:</p> <p>I) <u>For disposal at Co-processing industry</u></p> <p>a) MOU/lease agreement with landowner for contractor's processing plant.</p> <p>b) MOU with Co-processing industry</p> <p>c) Consent to Establish/ Consent to Operate certificate of coprocessing industry.</p>	<p>It shall take a long time for obtaining the said consent but period of contract is only – 01 year (with a provision for</p>	<p>Bidder to provide the CTO/CCA of the Co-processing industry/TSDF.</p>

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					<p>d) Any other applicable permi</p> <p>II) <u>For disposal at TSDF</u></p> <p>a) MOU/lease agreement with landowner for contractor's processing plant.</p> <p>b) TSDF membership certificate/ MoU with TSDF</p> <p>c) Consent to Establish/ Consent to Operate certificate of TSDF.</p> <p>d) Any other applicable permi</p>	extension/reduction of 25% before signing of the contract)	
5	Scope of Work	BROAD SCOPE OF WORK	2.0 (1)	1	Collection, transportation and disposal of Drill cuttings, Drilling mud (WBM) and Sludge from Company's onshore drilling sites (from retainer pits, mud tanks etc) by utilizing Contractor's own/hired resources such as truck, dumper, tanker, Vacuum pump, Super Vacuum, Excavator, JCB, Manpower, fuel and consumables required for lifting drilling waste.		NO QUERY

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			2.0		<p>Post transfer of Waste material to contractor's site, required resources to demoisturize the Waste material and safe movement and disposal will be under Contractor's Scope</p>	<p>1.0 PL. provide us physical parameters i,e Temperature, Moisture, Bulk density, pH etc so we can procure the suitable equipment to de-moisturise of drilling waste. 2.0 details of area Required for Installation of De-moisturising unit. 3.0 Pl. confirm the scope of power supply for the De-moisturising unit.</p>	<p>1.0 Demoisturization required for facilitating transportation of Drilling waste to final waste disposal facility which is under contractor's scope. No constraint of physical parameters No specific limits for the mentioned physical parameters. 2.0 May vary according to contractor's plan. 3.0 Scope of Power supply for Contractor's processing facility will be under contractor's scope.</p>
6			2.0(9)	2	<p>After obtaining the analysis report, it will be contractor's responsibility to</p>		
					<p>share the disposal method with OIL and take necessary approval before moving the waste for further disposal at Co-processing facility/ TSDF/for Bricks making.</p>		

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7			2.0(12)	2	Required MOU/CTE/CTO for Co-processing/TSDF facility has to be submitted by the bidder, which prove that end disposal facility will accept the waste for Co-processing/disposal, generated from OIL's drilling sites with validity and permitted quantity.		
8			2.0(15)	3	For Bricks making facility, it will be bidder's responsibility to have Consent to Establish/Consent to Operate from pollution control board and documentary evidence has to be submitted before mobilization.		
9			2.0 (23)	4	Contractor shall collect drilling waste from multiple locations/rigs simultaneously irrespective of operations and service shall be available for 24x7 basis. Accordingly, contractor shall make provision of resources considering round the clock operation for 365 days.	Pl. provide us no. of locations to collect the drilling waste on daily basis.	17-18 tentatively locations

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10			2.0 (28)	4	If any work gets hampered due to local issues, resource unavailability, man power unavailability or any other reason attributable to Contractor, penalty as per OIL's terms and conditions will be applicable to Contractor's account.	Force majeure clause shall be incorporated	No Change
11			2.0 (32)	4	Contractor's dedicated treatment plant should have capacity for collection and treatment of the waste as per shared drilling waste generation plan.		
12			2.0 (43)	6	Final disposal of effluent water from the pre-processing facility shall be the responsibility of Contractor.	Request for possibility of necessary approval for the disposal of treated water in Injection wells.	The matter is under deliberation, and in case of any change an amendment shall be issued.

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13		RELEVANT INFORMATION:	2.0 (46)	6	<ul style="list-style-type: none"> No. of Drilling Rigs in continuous operation : 18-20 (may vary depending on operations considering Inter Location Movements). Mobilization Period: 60 days from date of LOA 	<p>1.0 Pl. confirm us Simultaneously, how many facilities to be deployed at the same time/day at live/post drilling wells</p> <p>2.0 Pl. provide us details drawing of Footpath/Road for the movement of Excavator</p> <p>3.0 We request for he mobilization time to be 120 days from the date of issuance of Mobilization Notice.</p>	<p>1.0 It will be as per contractor's experience to fulfil the contractual requirement.</p> <p>2.0 Path for vehicle movement will be available.</p> <p>3.0 The matter is under deliberation, and in case of any change an amendment shall be issued.</p>
14	SPECIAL TERMS & CONDITIONS (STC)	PART-III: Additional Terms and Conditions (Schedule of Penalty) Collection, Transportation and Disposal of Drill Cuttings/ Sludge/ Mud/ Centrifuse Sludge	2 (1)	55	If the contractor fails to collect, transport and dispose the waste from a particular location, penalty @ 15 % of per MT rate on the total volume generated at the location during the period will be deducted if delayed beyond 2 days from the time of intimation for collection from the designated location for each days deficiency.	Pl. provide us details generation of mud each section wise for the theoretical calculation.	Contractor will not be required to dispose mud section wise. Rather, mostly they will be required to dispose a portion of mud after the completion of drilling activities in a well and the discarded mud volume can be calculated from mud tank volume.

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					Volume will be calculated on the basis of theoretical volume generated during the period (from meterage drilled and volume of mud/sludge disposed).		
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