

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

E-TENDER NO. CNI2523L23 for ‘Hiring services for obtaining Statutory Approvals for drillable locations in onshore blocks of Oil India Limited in North East India for a period of 03 years with a provision for extension for another 01 year’

CNI2523L23 : Pre - Bid Conference	
Hiring services for obtaining Statutory Approvals for drillable locations in onshore blocks of Oil India Limited in North East India for a period of 03 years with a provision for extension for another 01 year	
Date: 31.01.2023	
S.No	Participating Vendor
1	M/s AECOM India Pvt. Ltd.

OIL’s Response to the Pre-Bid Queries against the subject tender is enclosed vide **ANNEXURE-I**

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

Pre-Bid Queries**Bidder: M/s AECOM India Pvt. Ltd.**

Sr. No.	Tender Clause	Bidder's Query/ Request	OIL's Remarks	OIL's Final Remarks
1.	Proforma B- Price Bid Format	<p>As per formula for calculating total price for a single well in Price Bid format, forest clearance is added two times (ones only forest clearance-Sr. No-3 and once forest clearance with wildlife Clearance-Sr. No. 4.) As per our understanding calculation is not correct.</p> <p>In case of some wells where forest clearance would be triggered but wildlife clearance would not be triggered. In that case total cost for one well would be less than your calculation in price bid format.</p> <p>Otherwise, where forest clearance and wildlife clearance both would be triggered in that case cost for Forest with wildlife clearance (Sr No. 4) would be considered and forest clearance (Sr. No. 3) would not be applicable.</p> <p>Requesting your clarification in this regard.</p>	Review and revert	Kindly refer Amendment No. 4 and Revised Price Bid Format uploaded in OIL's e-Procurement Portal.

Annexure-I

Sr. No.	Tender Clause	Bidder's Query/ Request	OIL's Remarks	OIL's Final Remarks
2.	<p>Part-3, Section-III (Special Conditions of Contract)</p> <p>Clause No. A (6)- Liquidated Damage</p> <p>LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF SERVICES: Liquidated Damages shall be levied on the contractor upon delay in any of the activities of the tender beyond the maximum duration mentioned under Clause 3. (Sub-clause ix) of Part-3, Section-II (Terms of Reference/Technical Specifications/ Scope of Work) and also in Part-3, Section-IV (Schedule of Quantities and Rates), at the rate of 2.5% of the quoted amount of the respective activity for a delay of 1 week or part thereof, subject to a maximum ceiling of 100% of the of the quoted amount of the respective activity.</p>	<p>Maximum ceiling of LD up to 100% of the quoted amount of the respective activity is not acceptable. The proposed involves forest and wildlife clearance and complying to any stipulated timeline for same is difficult.</p> <p>Requesting you to kindly delete any liquidated damages for any delay in forest and wildlife clearance activities. Also, for other activities, reduce maximum ceiling of LD up to 5% of the quoted amount.</p>	Review and revert.	Kindly refer Amendment No. 4
3.	<p>Part-3, Section-II (Scope of Work)</p>	<p>As per our practical experience, maximum allowable timeline for each activity is not achievable. Requesting you kindly provide the at least below mentioned timeline for each activity:</p>	1. For EIA onshore drilling activity, 4 months to be considered after	Kindly refer Amendment No. 4

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Sr. No.	Tender Clause	Bidder's Query/ Request				OIL's Remarks	OIL's Final Remarks	
	Clause No. 3 (ix)-Maximum allowable duration per location from the date of intimation from OIL for commencement of the activity/ stage (as applicable)	Sr. No.	Activity Description	Maximum allowable duration per location from the date of intimation from OIL for commencement of the activity/ stage (as applicable as per tender)	Maximum allowable duration per location from the date of intimation from OIL for commencement of the activity/ stage (as applicable as per AECOM)			
			1.	Total time taken for Category B-2 EIA Onshore drilling projects	4 months	At least 6 months	collection of baseline data 2. Under EC, To be mentioned categorically in the tender that there is no Category-A EC clearance under tender 3. On timeline for FC, FC+WC, EC+WC, we will review and revert 4. For CTE & CTO and CGWA Clearance, no change in tender clause	
			2.	Total time taken for final approvals regarding regulatory EIAs for Onshore Blocks-EC without Forest Clearance and Wildlife Clearance. (Jobs which can be carried out in parallel to be performed accordingly)	3.5 months	At least 12 months (Considering this is Category A Clearance for EAC MOEF&CC)		
			3.	Total time taken for final approvals regarding regulatory EIAs for Onshore	20 months	At least 48 months		

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Sr. No.	Tender Clause	Bidder's Query/ Request			OIL's Remarks	OIL's Final Remarks
			Blocks - EC with Forest Clearance. (Jobs which can be carried out in parallel to be performed accordingly)			
		4.	Total time taken for final approvals regarding regulatory EIAs for Onshore Blocks - EC with Forest Clearance and Wildlife Clearance. (Jobs which can be carried out in parallel to be performed accordingly)	20 months	At least 48 months	
		5.	Total time taken for final approvals regarding regulatory EIAs for Onshore Blocks-EC with Wildlife Clearance. (Jobs which can be carried out in parallel to be performed accordingly)	15 months	At least 36 months	

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Sr. No.	Tender Clause	Bidder's Query/ Request				OIL's Remarks	OIL's Final Remarks
		6.	Total time taken for CTE & CTO each from State Pollution Control Board	5 months	At least 6 months		
		7.	Total time taken for NOC from Central Ground Water Authority	3 months	At least 6 months		
4.	<p>Part-3, Section-II (Scope of Work)</p> <p>Clause No. 2 (Purpose and Objective of The Tender)-</p> <p>The activities of the company broadly include exploration & appraisal wells drilling, development wells drilling, setting up of processing facilities, gas & oil terminals, Crude export pipelines and facilities etc.</p>	<p>As per recent amendment of EIA Notification 2006, Exploration activity is categorized as Category B2 Project. But development and production activity is categorized as Category A which also requires Public Hearing.</p> <p>But nothing has been stated about the public hearing scope and responsibility of OIL and contractor in RFP document in case of category A Project.</p> <p>Requesting you to kindly clarify on this point.</p>				Explained. No Category A project under tender.	Clarified.
5.	<p>NEW CLAUSE</p> <p>Requesting to incorporate a safety clause</p>	<p>Notwithstanding anything contained in this Agreement, in the event of Consultant's personnel visiting the site to which the Services relate, they shall be regarded for all purposes as being Client's consultants and shall not, under any circumstance, be deemed to have assumed the role of occupier or otherwise to have assumed control of or responsibility for the Site or any persons on it. Client shall maintain a safe workplace and environment at the Site which is as per the applicable laws and a failure to do so shall</p>				Clarified. No change in tender clauses.	Clarified.

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		be regarded as a material breach of the client's obligation under this Agreement.		
6.	<p>NEW CLAUSE</p> <p>Requesting to incorporate a third-party reliance clause</p>	<p>"This Agreement shall not create any rights or benefits to parties other than the Client and the Consultant. The Client must not in any way (directly or indirectly) provide, allow or enable the Consultant's documents to be included or referred to in any written material or relied upon by any third party. No party other than the Client shall have the right to rely on the Consultant's documents rendered in connection with the Works. The Client shall indemnify and hold harmless the Consultant in respect of any claim or loss claimed whether in contract, tort or by statute, by any third party in respect of use or reliance on any of the Consultant's documents or opinions.</p> <p>The Consultant shall not, through any act or omission, be taken to have waived any rights under this clause, unless the waiver is specifically agreed in writing.</p>	Clarified. No change in tender clauses.	Clarified.

