

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

**CORRIGENDUM NO. 3 DATED 31.01.2022 to Tender No. CDH9114P22 for 'Hiring of services for setup of new E&P Databank/Data Management System and Disaster Recovery Centre along with the procurement of hardware and software'.**

---

This Corrigendum is issued for incorporation of the following details against the referred tender:

1. The following document has been newly uploaded in the “Amendments” folder in E-portal:
  - OIL’s response to the queries of the Pre-Bid conference held on 12.01.2022.

All other terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

---

**OIL's response to the queries of the Pre-Bid conference held on 12.01.2022 through VC against Tender No. CDH9114P22 for 'Hiring of services for setup of new E&P Databank/Data Management System and Disaster Recovery Centre along with the procurement of hardware and software'.**

Sl. No.	Page No.	Section	Tender Clause	Clarification Sought/Recommendations	OIL's Response
1	BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 25 & 26	Eligibility Criteria (Clause 1.1) & EXPERIENCE (Clause 1.2)		<p>OIL has invited tender IFB No. CDH9114P22 for 'Hiring of services for setup of new E&amp;P Databank/Data Management System and Disaster Recovery Centre along with the procurement of hardware and software' as an open indigenous tender in which only companies incorporated in India are eligible to bid. Further, the bidder is required to have the technical experience criteria on its own and for meeting the technical experience cannot depend on the foreign partner. We would like to inform OIL that in order to increase the competition in the tender OIL needs to provide one or more of the following options to Indian companies to participate in the tender:</p> <p>I) By entering into an MOU with the foreign partner who meets the technical BEC and can provide technical support &amp; expertise to the Indian company to execute the job.</p> <p>II) By forming a Joint Venture between an Indian and Foreign Company wherein Indian Company has 51% stake and Foreign company (which meets the technical BEC) and has 49% stake.</p> <p>III) By forming a consortium between Indian &amp; Foreign company wherein the roles and the responsibilities of Foreign Company and the Indian company are clearly divided; with foreign company meeting the technical experience requirement of BEC.</p> <p>IV) By allowing foreign company to form a subsidiary in India which can bid in the tender and foreign company meets the technical BEC and is providing technical support to the Indian company for executing the job.</p> <p>We have also gone-thru number of tenders of OIL wherein the above options are mentioned to meet the technical criteria of the BEC to enhance the competition and not restrict the participation of 1 or 2 bidders who have presence in India.</p>	Not acceptable.
2				<p>Katalyst Data Management are very interested to participate in the subject tender. Our global partner, Iron Mountain, are incorporated in India and Katalyst Data Management request your due consideration in allowing the Iron Mountain's Indian incorporated company, as bidder to enter into a collaboration/formation by virtue of consortium or Joint venture/technology borrowing with Katalyst Data Management and bid in the subject tender. The same shall help bidder to integrate suitable technology and</p>	Not acceptable.

				<p>build a competitive solution stack. The relationship between Katalyst Data Management and Iron Mountain is summarised as follows:</p> <p>For 70 years Iron Mountain have been specialising in storing, protecting and managing, information and assets internationally across many industrial sectors globally. Katalyst Data Management have been providing specialised expertise in E&amp;P Subsurface Data Management to the oil and gas sector internationally for 40 years. As part of Katalyst's acquisition of Iron Mountain's E&amp;P data transcription service in 2010, Iron Mountain acquired a part ownership of the Katalyst parent company. Both companies have their global headquarters in the US with affiliate companies located in regional hubs globally and it is common for the two companies to partner and share technology and resources in some countries to ensure complete data management services can be provided to customers. In India, Katalyst's E&amp;P subsurface data management services are offered to the E&amp;P industry by collaboration/technology borrowing using Iron Mountain's strong Indian presence and incorporated company.</p>	
3	BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 27	Financial Evaluation Criteria (Clause 3.1)		<p>2. Financial Criteria: It says, The bidder shall have an annual financial turnover of minimum INR 6,59,50,000 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p> <p>: If our OEM, fulfils this criteria (In equivalent convertible currency), will it be acceptable?</p>	May please be guided as per NIT.
4	FORWARDING LETTER	Bidding Portal		<p>Kindly advise, if bid is to be submitted on GeM Portal or on Oil-India Portal</p> <p>"https://etender.srm.oilindia.in/irj/portal"</p>	Bid has to be submitted in e-portal.
5	INSTRUCTIONS TO BIDDERS, Page 10	GOODS AND SERVICES TAX, Clause 30.0	Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.	We request you to kindly allow to submit GST certificate at the time of first invoice and accordingly request you to kindly amend this clause.	May please be guided as per NIT.
6	BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 26	EXPERIENCE (Clause 1.2)	1.2.1 The bidder should have their own E&P databank/E&P data management system and must have an experience of minimum 05 (Five) years in successfully implementing E&P data management solution including seismic, geological, log and drilling/production data loading in any upstream oil and gas company within a period of 12 (Twelve) years from the original bid closing	If a company is incorporated in India as joint venture between foreign company having ownership of E&P databank/E&P data management system and associated experience and an Indian company. In that case can we submit experience of prompter/holding company in the JV. We request you to kindly make necessary amendment to allow experience for holding/ promoter companies.	Not acceptable.

			<p>date.</p> <p>1.2.2 Additionally, the bidder must have experience of successfully completing the following specified work mentioned below in any upstream oil and gas company:</p> <p>i) Integration of E&amp;P data sets and read/update records from ERP-SAP/ORACLE database/SQL database with E&amp;P databank system. ii) Integrating with one or more G&amp;G (Geological &amp; Geophysical) application software's (such as Petrel, Techlog, Omega etc.) with E&amp;P databank system.</p>		
7	BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 27	MOBILIZATION TIME (Clause 2.0)	The bidders must confirm their compliance in their "technical" bid to complete the mobilization within 30 (Thirty) days from the date of issue of Letter of Award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than 30 (Thirty) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.	We request you to kindly extend the mobilization period to 4 Months as delivery of most of the High-end hardware items are between 10-12 weeks from OEM.	Mobilization period shall be extended to 45 (Forty Five) days. Necessary changes in the clause shall be done vide issuance of subsequent amendment to the tender.
8	BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 27	FINANCIAL EVALUATION CRITERIA (Clause 3.0)	<p>3.1 The bidder shall have an annual financial turnover of minimum INR 6,59,50,000 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p> <p>3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year. Note: The Net worth to be considered against Clause No. 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.</p>	If a company is incorporated in India as joint venture between foreign company having ownership of E&P databank/E&P data management system and associated experience and an Indian company. In that case can we submit financial details of promoter/holding company in the JV We request you to kindly make necessary amendment to allow financial data/details of holding/promoter companies.	Bidding under JV is not acceptable.

9	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS, Page 73	BROAD SCOPE OF WORK, (Clause 4.0, Page 73)	All the necessary hardware along with any third-party software, databases etc. have to be provided by the successful Bidder/Contractor to run the supplied application.	We request you to kindly provide the specification and numbers for Hardware Items, otherwise there can be vast variation in offered hardware solutions.	The make & model of the quoted hardware products must be provided by the bidder in the bid. Technical specifications of all the quoted hardware products/equipment must be provided along with the bid.
10	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Custom Duty (Clause 13.0, Page 47)		Kindly advise if Oil India will provide EC from DGH for concessional GST of 5% for indigenous procurement of Goods/ Hardware items and also for imported goods.	Company will issue Recommendatory Letter to DGH, as per Government guidelines for issuance of Essentiality Certificate (EC) to Contractor to import goods at concessional (Nil) customs duty provided these goods are specified in the List-12 of Notification No. 21 dated 01.03.2002.
11	SPECIAL CONDITIONS OF CONTRACT (SCC), Page 108	Terms of Payment (GCC Clause 27.0)	Hardware for Primary Data Centre: 30% on delivery and rest 70% after successful installation and commissioning. (ii) Software (including licenses & 3rd party software) for Primary Data Centre: 30% on delivery and rest 70% after successful installation and commissioning. (v) Data loading: Payment will be made on quarterly basis after proper QC and specified volume of data loading as per OIL's requirement	We request you to kindly make the payment term for Hardware and Software as 70% on delivery and 30% on installation and commissioning and for data lading on monthly basis instead of Quarterly.	First two points of Payment Terms shall be modified as below:  (i) <b>Hardware for Primary Data Centre:</b> Upto 30% payment against the line item shall be made on delivery of the hardware at Primary Data Centre after receiving invoice from Bidder/Contractor and rest of the 70% payment against the line item shall be made after completion of successful installation and commissioning.  (ii) <b>Software (including licenses &amp; 3rd party software) for Primary Data Centre:</b> Upto 30% payment against the line item shall be made on delivery of the software at Primary Data Centre after receiving invoice from Bidder/Contractor and rest of the 70% payment against the line item shall be made after completion of successful installation and commissioning.
12	SCHEDULE OF RATES PROFORMA-B, Page 198			The unit of measurement for most of the items are LSM except for AMC which is on quarterly basis so number of quarter are well defined in Price sheet. For other items like Data Loading, there is only one price and in payment terms it is mentioned that quarterly payment will be made, but it is not corroborated how payment will be quantify for data loaded in each quarter. If data entire data volume is loaded in say one or two quarter, then can we remove the manpower for data loading. We request you to kindly elaborate on unit used in price table and corresponding payment terms.	Data Loader should be kept for total project duration as data loading is a continuous process and as new data comes in, it has to be loaded accordingly.  Based on total data volume and total duration of the project (total months) quarterly payment for data loading shall be made.

13	INSTRUCTION TO BIDDERS, Page 10	Credit facility, (Clause 25, Page 20)		We request for the removal of this requirement due to the nature of confidential information.	No change
14	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Sub-Contractor (Clause 1.2.7, Page 36)	Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY.	As OIL will not be appointing any sub-contractor for the Contractor, we request deletion of the wording “or the persons appointed by OIL”.	No change
15	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Service/Works/ Operations (Clause 1.2.11, Page 36)	Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified <u>and mutually agreed</u> in the Scope of Work under this CONTRACT and <del>shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.</del>	Any extra/additional work or alteration or substitution of work/services to be mutually agreed. It is clarified by OIL in Tender No CDG5704P21 that any change will be through a change order and mutually agreed.	No change
16	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Specifications (Clause 1.2.14, Page 36)	Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified <u>upon mutual agreement by the parties COMPANY/its site representative</u> during the execution of contract in the best interest of service.	Any changes to the specifications to be mutually agreed. It is clarified by OIL in Tender No CDG5704P21 that any change will be through a change order and mutually agreed.	No change
17	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Change Program (Clause 3.2, Page 39)	It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit <u>upon mutual agreement.</u> <del>COMPANY's instruction in this</del>	Any changes to be mutually agreed.	No change

			regard shall be final and binding.		
18	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Performance Security, (Clause 10.0, Page 42)		Should include for reasons other than Force Majeure.	No change
19	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Insurance (Clause 14.0, Page 47)	<p>Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against cover all risks assumed by Contractor as detailed herein. The form and the limit of such insurance, shall be as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to To maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities &amp; obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies to the extent required as per the regulations.</p>	The insurances taken by Contractor shall be as per the laws and as required to cover the liabilities assumed by Contractor under this contract. The insurance has nothing to acceptance or non-acceptance of the work. Since (i) Contractor shall not be taking any insurance, specifically for this contract (ii) this is a short-term contract; and (iii) once the premium is paid, the limit cannot be changed, we request deletion of these wordings. Usage of Indian Insurance Companies is to the extent required as per the regulations. We request OIL to kindly consider our exceptions on clause 14 or alternatively include a revised Insurance clause in the SCC as did in tender number CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) at sl. No. 21.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
20	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Clause 14.6, Page 48	Contractor shall also inform the Company at least 60 30 days in advance regarding the expiry	We request the notice period to be limited to 30 days as it is the standard practice of the industry and it is in contradiction with clause 14.5 (e).	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021

			cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.		issued against Tender No. CDG8352P22. No other change is acceptable.
21	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Clause 14.7, Page 48	<p>If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, <del>a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations.</del> Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.</p>	We request deletion of this penal interest provision as Contractor will any way be liable or responsible for the obligation undertaken in the contract, whether the insurance is maintained or not.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
22	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Clause 14.8, Page 48	<p><del>Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.</del></p> <p>CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss</p>	We request deletion of this requirement as the policy is confidential, we will not be able to share with OIL. In addition, the certificates of insurance include all mandatory information to evidence our compliance with the contractual insurance requirements.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.



			<p>to third party person/property, <u>but to the extent of the Contractor's liabilities under the Contract.</u> OIL will have no liability on this account.</p> <p>This (third party) will be subject to the liabilities of Contractor under the Contract.</p>		
23	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Principal Assured, Clause 14.9, Page 49	<p>The following are to be included as Principal Assured (s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):</p> <p><u>"Oil India Limited" and CONTRACTOR's name (as appearing in the Contract /LOA)".</u></p> <p><u>"Oil India Limited has to be named additional insured on the insurance policies, (except in case of Workmen's Compensation / Employer's Liability Insurance).</u></p>	As additional insured is the standard language used in the Oil and Gas contracts, we request this change.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
24	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Waiver of subrogation, (Clause 14.10, Page 49)	<p>"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees <u>but only to the extent of liabilities assumed by Contractor under the Contract.</u>" This waiver shall be limited to the extent of liabilities assumed by Contractor under this contract.</p>		Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
25	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972" , (Clause 14.12, Page 49)	<p>Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:</p> <p><u>"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".</u></p> <p>The above</p>	We request deletion of this provision as it is not relevant for scope envisaged in this tender.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.

			requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.		
26	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Loss Payee Clause (Clause 14.13, Page 49)	The Insurance Policies should mention the following in Loss Payee Clause:  "In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".	Not applicable	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
27	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	On account payment to OIL in case of claim (Clause 14.14, Page 49)	In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.	Not applicable as per the indemnity provisions of the contract.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
28	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Commercial General Liability Insurance (Clause 14.16, ii, Page 50)	Commercial <u>Comprehensive</u> General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.	We request this change to make it comprehensive general liability as per the industry norm.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
29	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Carrier's Legal Liability Insurance (Clause 14.16, iv, Page 50)	Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.	As our equipment are self-insured, we request deletion of this requirement.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
30	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Public Liability Act Policy (Clause 14.16, v, Page 50)	Public Liability Act Policy, <u>if applicable</u> , covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.	We request addition of "if applicable" this insurance is not applicable to us. This insurance is applicable whether hazardous chemicals are used.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.

31	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY) (Clause 14.16, vi, Page 50)	CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.	We request OIL to kindly confirm this is applicable if the Contractor is using contract labourers only (not permanent employees).	Applicable to all the personnel deployed by the contractor.
32	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Clause 14.16, vii, Page 50	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>	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.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
33	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Risk Purchase (Clause 19.0, Page 53)	In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, <u>and Contractor has not remedied such failure within a mutually agreed reasonable time,</u> COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost <u>subject to a maximum of 50% of the contract value payable for the defective work which needs corrective action</u> shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit <u>as per Contract.</u> In certain operational situations OIL reserves the right to take over the site <u>including the service equipment at the risk and cost of the CONTRACTOR.</u>	Hiring of any other party or taking over the site cannot be at the "risk" of the Contractor. Contractor's equipment cannot be taken over by OIL. Any action taken to be as per the contract only.	This clause of GCC shall be replaced with an overriding clause under SCC wherein the last sentence of the clause " <b>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</b> " shall stand deleted.

34	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Warranty and Remedy of Defects (Clause 23.1, Page 54)	CONTRACTOR warrants that they shall perform the work in a <del>first class,</del> workmanlike, and professional manner and <del>in accordance with their highest degree of quality, efficiency and current state of the art</del> technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR <u>as per Contract.</u>	We request to revise the warranty provision in light of the scope for this tender.	No change
35	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	SUBCONTRACTING/ASSIGNMENT (Clause 24.1, Page 54)	<del>CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.</del>	We request for the deletion of this clause as this contradicts with the definition 1.2.4 which allow subcontracting with the consent of OIL.	No change
36	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Final payment (Clause 27.11, Page 57)	Kindly delete the points highlighted in clause below:  <b><del>Audited account up to completion of the Contract.</del></b> <b><del>b) Tax audit report for the above period as required under the Indian Tax Laws.</del></b> <b><del>c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its subCONTRACTOR.</del></b>  d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables	These documents are internal tax related documents for contractor and hence, same need not be required for any final payment to be received. For meeting the financial criteria, bidder is already submitting the audited financial statements at the time of bid submissions. Therefore, we request OIL to kindly remove clause a) to c).	No change

			consumed during the contract period) and also cancellation of re-export bond if any. e) Any other documents as required by applicable Indian Laws.		
37	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	SET OFF (Clause 32, Page 60)		Not acceptable; there can be no set off that can be done against any other contract	This is a fall-back clause and provisioned for set-off which will be applicable as a last resort in case of any due payable to OIL, against which service provider don't honour. If all provisions are exhausted to protect the interest of OIL, this provision will remain and not amendable. This was also clarified multiple times in earliest instances.
38	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Withholding (Clause 33, Page 60)	COMPANY may withhold <del>or nullify</del> the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:	Company should not "nullify" any amount due to the contractor.  We request Oil to delete the word nullify from the respective clause.	No change
39	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Withholding (Clause 33.8, Page 61)	COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, <del>besides nullifying such amount</del> on account of <del>loss suffered</del> <u>claims received</u> by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.	Company should not "nullify" any amount due to the contractor.	No change
40	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	To Determine the Contract (Clause 45, Page 71)	In such an event (i.e. termination under Article No. 44.4 to 44.9 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 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	Contractor cannot take risk in such cases.  The excess liability to be limited to 50% of the annualized contract value.  We request this revision to be in line with the Limitation of Liability in SCC.	No change

			<p>unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the <del>risk and</del> cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY <u>provided that such excess cost shall be limited to 50% of the annualized Contract Value.</u> <del>over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.</del></p>		
41	<b>GENERAL CONDITIONS OF CONTRACT, Page 35</b>	Without Determining the Contract:	<p>In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the <del>risk and</del> cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost <u>provided that such excess cost shall be limited to 50% of the annualized Contract Value</u> <del>over and above the cost at the rates specified in the schedule of quantities and rates/prices,</del> occasioned by such work having been taken over and completed by the COMPANY.</p>	<p>As above, Contractor cannot take risk in such cases.</p> <p>The excess liability to be limited to 50% of the annualized contract value.</p>	No change
42	<b>SPECIAL CONDITIONS OF CONTRACT (SCC), Page 108</b>	LIQUIDATED DAMAGES & PENALTY, GCC clause no. 30.0, Page 112	<p>In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract cost per week or part thereof, of delay from date of issuance of mobilization notice/LOA, subject to maximum of 7.5%</p>	Underlined changes and deletions are requested to be incorporated	No change

			<p>of total contract cost. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2 of SCC</p> <p>If the Contractor fails to mobilize within the stipulated date <u>and after exhausting the maximum percentage of liquidated damages</u>, the Company reserves the right to cancel the Contract without any <u>reasonable</u> prior <u>written notice</u></p>		
43	<b>SPECIAL CONDITIONS OF CONTRACT (SCC), Page 108</b>	Liquidated Damage Clause specific to Tender (GCC clause no. 30, Page 112) GST on Liquidated Damages		Kindly add: For claiming GST on Liquidated Damages, OIL will issue a Tax Invoice for charging GST on Liquidated Damages.	No change
44	New Clause	Customs Duty	<p>Kindly add: Company will arrange the recommendatory letter for application of Essentiality Certificate available in Notification No. 50/2017-customs. However, In the event of denial of benefit to the contractor provided under notification no. 50/2017-Customs or no issuance of Essentiality certificate by DGH for reason not attributable to the contractor, contractor shall charge applicable customs duty on import or goods and service tax on supply as per the HSN code of the product.</p>		No change
45	<b>TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73</b>	Broad Scope of Work - point (viii) (Clause 4.0, Page 79)	All the integrated application software should able to push and pull data to E&P Databank (i.e., the system should pull/push data from the integrated application software to E&P Databank and vice versa).	OIL to clarify what they mean by push and pull data from E&P Databank to integrated application software. Our understanding is that datatypes from ERP-SAP, GRPC, and EDM Openwells that are specified in the tender document will be indexed in ProSource for visualization and download in Excel. Data transfer from ProSource to other databases will be through loading workflows. Supported datatypes will be delivered from ProSource to Petrel/Techlog using plugins. All other data transfer workflows to/from ProSource will be through loading/export.	The data generated from the interpreted application software (Workstation based) like Petrel/Techlog/Omega etc. must be saved/stored in the database of new E&P Databank and end-users must be able to extract data from the new E&P databank. To carry out the job, bidder has to provide the suitable solution by which data can flow seamlessly from Integrated application to new E&P databank and vice versa.

46	<b>TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73</b>	7.3.1.2 Seismic Data Format - point (b) (Page 86)	Seismic field data provided by Operators shall be processed in SEG-Y format. However, Bidder/Contractor's software shall be capable of archiving/reading legacy seismic data formats (SEG-A, SEG-B and SEG-C etc.) and suitably transcript of legacy data to the OIL format. The Bidder/Contractor is required to read all input data information for QA/QC purposes and loading of legacy seismic data formats (SEG-A, SEG-B and SEG-C) must be loaded to OIL.	OIL to confirm if transcription of SEG-A, B, C to SEG-Y is part of scope in the project.	Current data will be provided in SEG-Y format. If other format is available then bidder needs to convert the data into SEG-Y if required and to be loaded.
47	<b>TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73</b>	8.0 INTEGRATION OF ERP-SAP, GRPC AND OTHER APPLICATION SOFTWARE WITH NEW E&P DATABANK (Page 90)	Whole section	Same as SI No 1	Contractor is required to develop the connector to integrate ERP-SAP, GRPC and other application software with new E&P Databank. User must be able to transfer or pull/push data from end user interface to E&P databank and vice-versa.
48	<b>TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73</b>	4.0 Broad Scope of Work - point (ii) (Page 79)	The solution provided by the Bidder/Contractor must be Cloud Native.	OIL to clarify what they mean by Cloud Native in this context. Our understanding of this requirement is that the solution should be able to work in a cloud environment. Bidder wishes to inform Oil that solution is compatible with cloud environment but porting to cloud involves re-establishing connections etc. which will have a price implication.	The solution provided by the Bidder/Contractor must be Cloud Native. The entire solution must have the capability to move to any cloud infrastructure as per OIL's requirement in future. Some documentary evidence from the supplied software OEM needs to be provided to prove that entire solution is cloud ready at the time of deployment and will have the capability to move to public/private or hybrid cloud as and when required.
49	<b>TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73</b>	4.0 Broad Scope of Work - point (xviii) (Page 79)	After every midnight, entire data shall be updated in the E&P Data Bank including DR Centre.	OIL to clarify this point. Our understanding is that the data from third party databases will be indexed in Pro Source, so the actual data will remain in the original databases, they will only be read/downloaded from Pro Source. The Pro Source database and file system will be synced with the DR Centre every midnight.	Entire data in PDC has to be updated in DR centre after every midnight
50	<b>TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73</b>	5.2.4 Functional Requirement - point (b) Accessibility (Page 80)	Query building, execution and saving should be possible.	OIL to clarify this point. Our understanding is that the user should be able to save search filters	User must be able to search data through Query based search in new E&P Databank. For Example: Total wells in a particular area, total seismic lines in a particular block etc.
51	<b>TERMS OF REFERENCE AND</b>	7.3.3 Drilling Data Loading (Page 88)	Whole section	OIL to clarify if the loading of Drilling Data will be through EDM Openwells or directly into the new E&P	Loading of Drilling Data will be into new E&P databank. Contractor



	<b>TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73</b>			Databank. Our understanding is that the data will be loaded into EDM Openwells and the ProSource system will index the same and make it available for Read and Download into Excel.	must make a tree for wells and all the data pertaining to a particular well must be loaded. Also EDT suite of Drilling dept. is required to integrate with new E&P Databank.
52	<b>TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73</b>	13.7.4 - Drilling Data Loader (Page 98)	He/she shall be responsible for any damage to the existing database of drilling while loading data.	OIL to clarify this point. Our understanding is that OIL will maintain the backup of the existing third party database systems at regular intervals.	During data integration or loading, there should not be any damage to the existing database of drilling.  Yes, OIL maintains the backup of the existing third party database system.  However, it is bidders responsibility to maintain the data during the project duration.
53	<b>TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73</b>	7.3.4 Spatial Data - point (a) (Page 88)	All spatial data of OIL shall be loaded both in its original Coordinate Reference System (CRS), and also be converted to WGS 84 or any other specified format desired by OIL for display and delivery purposes.	OIL to specify if the spatial data from shape files should be made available to be downloaded from the web interface.	Shape file will be provided if available or to be generated by the contractor.
54	<b>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 25</b>	CORE TEAM EXPERIENCE - (Clause 1.3, point (i), Page 26)	The Project Manager (or team leader) should have experience of minimum 05 (Five) years in managing E&P data processing/interpretation software and loading and QC of geoscientific data <u>in any upstream oil and gas company</u> . The Project Manager must be a regular full-time employee of the consultant at the time of award of Contract.	Oil to clarify if the underlined portion is to read as an employee who has worked in an upstream oil and gas company or an employee who has worked in a project for an upstream oil and gas company.	The Project Manager (or team leader) should have experience of minimum 05 (Five) years in managing E&P data processing/interpretation software and loading and QC of geoscientific data in any upstream oil and gas company/E&P Service company. The Project Manager must be a regular full-time employee of the consultant at the time of award of Contract.
55	<b>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 25</b>	CORE TEAM EXPERIENCE - (Clause 1.3, point (ii), Page 27)	The Seismic Data Loader <u>must be a Geophysicist with a minimum qualification of Masters in Geophysics</u> and must have an experience of at least 02 (Two) years <u>in any E&amp;P company</u> having knowledge of loading seismic data (2D, 3D, SEGY, SEG D and other standard formats). The Seismic Data Loader should be able to load, QC and manage seismic related data into the proposed E&P Databank system.	Oil to clarify if the underlined portion is to read as an employee who has worked in an upstream oil and gas company or an employee who has worked in a project for an upstream oil and gas company. Please remove the requirement of Master in Geophysics.	The Seismic Data Loader must be a Geophysicist with a minimum qualification of Masters in Geophysics and must have an experience of at least 02 (Two) years in any E&P company/E&P Service company having knowledge of loading seismic data (2D, 3D, SEGY, SEG D and other standard formats). The Seismic Data Loader should be able to load, QC and manage seismic related data into the proposed E&P Databank system
56	<b>BID REJECTION</b>	CORE TEAM EXPERIENCE -	The Well Data Loader <u>must be a</u>	Oil to clarify if the underlined portion is to read as an employee who has	The Well Data Loader must be a

	<b>CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 25</b>	(Clause 1.3, point iii), Page 27)	<u>Geologist/Petrophysicist with a minimum qualification of Masters in Geology and</u> must have an experience of at least 02 (Two) years <u>in any E&amp;P company</u> having knowledge of loading raw/processed/advanced well log data with proper QC. The Well Data Loader should be able to QC, managing and loading of raw/processed/advanced well log data into the proposed E&P Databank system.	worked in an upstream oil and gas company or an employee who has worked in a project for an upstream oil and gas company. Please remove the requirement of Master in Geology.	Geologist/Petrophysicist with a minimum qualification of Masters in Geology and must have an experience of at least 02 (Two) years in any E&P company/E&P Service company having knowledge of loading raw/processed/advanced well log data with proper QC. The Well Data Loader should be able to QC, managing and loading of raw/processed/advanced well log data into the proposed E&P Databank system.
57	<b>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 25</b>	CORE TEAM EXPERIENCE - (Clause 1.3, point v), Page 27)	As a part of the offer, an undertaking is to be submitted by the bidder stating that in the event of award, contractor shall deploy the requisite resources as mentioned in points i), ii), iii) and iv) above. The bidder must furnish detailed bio-data/ <u>experience certificates</u> of the team members <u>certified and authenticated by the CEO or Equivalent in this regard.</u>	OIL to kindly remove the underlined sections.	As a part of the offer, an undertaking is to be submitted by the bidder stating that in the event of award, contractor shall deploy the requisite resources as mentioned in points i), ii), iii) and iv) above. The bidder must furnish detailed bio-data/experience certificates of the team members certified and authenticated by the CEO/Country Manager or Equivalent in this regard.
58	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	2.2 Installed Applications of existing E&P Databank (Page 75)	Installed applications in Corporate Data management	Please provide the version of the software which are currently installed.	<b>Versions</b> <ul style="list-style-type: none"> <li>• <b>EDT 5000.16</b></li> <li>• <b>R5000 suite</b></li> </ul>
59	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	4.0 Broad Scope of Work - point (iv) (Page 79)	Loading of geological, geophysical, production and drilling data along with archive objects (i.e. technical notes, well related documents/policies, maps etc.) with Quality Control (QC) in the new E&P Databank system as per the industry norms.	Please clarify.	All G&G data, Drilling and production data needs to be loaded in new E&P Databank along with documents pertaining to a particular well and the loaded documents must be linked to the respective well in new E&P Databank.
60	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	4.0 Broad Scope of Work - point (v) (Page 79)	Old geo-scientific dataset (already loaded) in existing E&P Databank needs to be migrated/reloaded if required, after proper Quality Checked (QC) prior to loading in the new E&P Databank system.	We will migrate the data as it is. We will not be responsible for quality of the previously loaded data.	Old geo-scientific dataset (already loaded) in existing E&P Databank needs to be migrated/reloaded if required, after proper Quality Checked (QC) by the bidder/contractor
61	TERMS OF REFERENCE AND TECHNICAL	3.3 Flow diagram for new E&P Databank system	Diagram shows Database	Please note we will be creating our new database and transferring data from existing to our database	Yes

	SPECIFICATION OF EQUIPMENT, Page 73	(Required by OIL) (Page 5 of 35)			
62	TERMS OF REFERENCE AND TECHNICAL SPECIFICATION OF EQUIPMENT, Page 73	4.0 Broad Scope of Work - point (xii) (Page 7 of 35)	(xii) The system should have quick and wide data search capability of both structured (various geoscientific data like seismic, log etc.) and unstructured (pdf, image, scanned document etc.) data.	Please clarify.	Data search of both structured and unstructured (pdf, image, scanned document etc.) pertaining to a particular well data must be possible. Data search of Area wise/well wise/ seismic line wise etc. must be possible.
63	SPECIAL CONDITIONS OF CONTRACT (SCC), Page 108	29. Penalty Point iii (Page 15 of 22)	(iii) Bidder/Contractor shall be solely responsible in case of any damage to the property of OIL including hardware/software/ data etc.	Not acceptable	No change.
64	SPECIAL CONDITIONS OF CONTRACT (SCC), Page 108	29. Penalty Point iv (Page 15 of 22)	(iv) Bidder/Contractor should complete the specified job mentioned in the Scope of Work within the stipulated timeline, failing which penalty shall be imposed @10% of the contract value for the first month or part thereof of delay subject to a maximum of 30%, against the specified job as mentioned in the SOW.	Not acceptable	Bidder/Contractor should complete the specified job as mentioned in the Scope of Work ( <b>Data migration, Data Loading, Data integration and DRC setup</b> ) within the stipulated timeline, failing which penalty shall be imposed @7% of the specific value against the job (line items mentioned in the SOW, refer para 12.0) for the first month or part thereof of delay subject to a maximum of @15% of the specific value against the job (line items mentioned in the SOW, refer para 12.0). Note: Excluding Hardware & Software setup of Primary data center.
65	TERMS OF REFERENCE AND TECHNICAL SPECIFICATION OF EQUIPMENT, Page 73	5.0 HARDWARE AND SOFTWARE INSTALLATION (Page 8 of 35)	(i) Capacity of storage required in the Primary Data Centre is 500 TB (Approx.) and the same must be provisioned for DR Centre.	Please clarify on below <ul style="list-style-type: none"> <li>• Storage of 500 TB (Approx.) is required for PDC &amp; DRC i.e. 2X500 TB (Approx.).</li> <li>• Capacity of storage 500 TB required is RAW or Usable and future expansion capacity required.</li> <li>• Required storage is SAN/NAS/Unified Storage for both PDC &amp; DRC</li> <li>• Hard Disk Drive Specification requirement (SSD/SATA/SAS)</li> <li>• Regarding DATA replication between PDC &amp; DR. Kindly add minimum below storage specification in Tender.</li> </ul> 1) The proposed storage should be a true unified storage which should support both Block and File workloads. 2) Should be configured with minimum 128GB of DRAM Cache or higher across dual redundant controllers and should be scalable up to 512GB cache or higher in either by adding more DRAM cache or by adding Flash Drives as Cache. 3) Minimum 120 TB SSD disk	1. Capacity of storage required in the Primary Data Center is usable 500 TB (Approx.) and the same i.e. usable 500TB (Approx.) must be provisioned for DR Centre.

66	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	5.0 HARDWARE AND SOFTWARE INSTALLATION (Page 8 of 35)	(ii) Bidder/Contractor has to provide full back up solution for the entire new E&P Databank.	Please clarify on below • Retention Period: How long should backups be kept? Backup is required for DC only.	As per the project duration
67	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	9.0 DISASTER RECOVERY CENTER (Page 19 of 35)	(iii) Disaster Recovery Centre will be located preferably at Oil India Limited office, New Delhi or any preferred location with full replica of the primary data center.	Please clarify for • required Full-replica for PDC to DRC is Active-Active or Active-Standby	Active-Standby
68	SPECIAL CONDITIONS OF CONTRACT (SCC), Page 108	2. Mobilisation (GCC Clause 1.2.25) Page 2 of 22	i) The Bidder/Contractor must Mobilize their Personnel, Hardware, Software and all other necessary materials within 30(Thirty) days from the date issuance of LOA	i) Request to Consider More Time for Mobilization, Please consider 240 days for mobilization of Hardware.	Mobilization period shall be extended to 45 (Forty Five) days. Necessary changes in the clause shall be done vide issuance of subsequent amendment to the tender.
69	Additional Clarification		We are assuming that the router, network switch, firewall, UPS and air-conditioning along with networking will be arranged by Oil India.		Yes
70	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	Objective Section 3.1, Point v, Page 4 of 35	Disaster Recovery Centre (DR Centre): In case of any natural disaster or unfortunate event, if anything happens to the data in FHQ, data can be recovered from DR Centre. Therefore, it is of dire necessity to incorporate DR Centre in the same project.	Bidder understands that OIL's existing network will be used to perform the data sync between primary datacentre and disaster recovery centre. Please confirm	Yes
71	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	4.0 Broad Scope, Point xix, Page 8 of 35	Knowledge sharing/periodical training (In-country/overseas) should be provided to OIL personnel throughout the project without any charges at least twice in a year	Please confirm the duration of training	Knowledge sharing/periodical training (In-country/overseas) should be provided to OIL personnel throughout the project without any charges minimum 1 week duration, twice in a year.
72	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	4.0 Broad Scope, Point xvi, Page 7 of 35	All the users from different spheres viz. corporate office-Noida, COEES-Guwahati, FHQ Duliajan etc. of OIL should be able to use all the functionalities that lies within the new E&P Databank system, uninterruptedly	Bidder understands that the entire solution will be accessed by users across different locations of OIL e.g. FHQ, COEES etc. In such case, bidder will not be responsible for network connectivity between these locations & OIL's existing network will be used for application access. Please confirm.	Yes
73	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	5.0 HARDWARE AND SOFTWARE INSTALLATION (Page 8 of 35)	Hardware	Bidder understands that existing client machines/workstations will be used to access the E&P Databank solution. Please confirm if this is the correct understanding	Bidder has to provide PCs/workstations for the deployed personnel.

	EQUIPMENT, Page 73				
74	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	7.0 Populating new E&P Databank (Page 13 of 35)	Populating the new E&P Databank	Please confirm the media type in which the data will be provided. Bidder will not be responsible to extract data from the corrupt media	USB drive/storage location
75	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	9.0 DISASTER RECOVERY CENTER (Page 19 of 35)	Disaster Recovery Center	Please confirm the RTO/RPO	In case the Bidder/Contractor fails to rectify issues related to E&P databank hardware/software during the AMC period, within 120 hours from the time of reporting the breakdown, a penalty of 0.5% of yearly AMC charges for each week of delay will be levied subject to a maximum amount of 7.5 % of yearly AMC charges.
76	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Criminal Negligence, Clause 1.2.29 (Page 4 of 38)	Please delete this clause in its entirety <del>Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury</del>	This clause is deleted in the AMC contract 6114892//GL/IT/2020- 21	No Change. AMC contracts are proprietary. Hence, no changes can be made in line with AMC's.
77	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Insurance Clause 14.1 (Page 13 of 38)	Please delete this clause in its entirety <del>CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows: Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined herein together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regards shall not relieve him</del>	OIL has agreed to delete this clause is other active contracts as well	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.

			<p>of any of his responsibilities &amp; obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.</p>		
78	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Clause 14.7 (Page 14 of 38)	Please delete this clause in its entirety	OIL has agreed to delete this clause in other active contracts as well	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
79	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Clause 14.8 (Page 14 of 38)	Please amend : Contractor on demand from Company shall furnish the certificate of Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party	OIL has agreed to delete this clause in other active contracts as well	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.

			person/property. OIL will have no liability on this account. <u>However, Contractor is permitted to self insure its obligation under this clause.</u>		
80	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Waiver of subrogation, (Clause 14.10, Page 14 of 38)	Please amend All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees, <u>but only with respect to and to the extent of liabilities assumed by the CONTRACTOR under the CONTRACT.</u>	This clause is same as in the other active contracts with OIL	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
81	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Loss Payee Clause (Clause 14.13, Page 14 of 38)	Please delete this sub article in its entirety	OIL has agreed to delete this clause is other active contracts as well	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
82	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Carrier's Legal Liability Insurance (Clause 14.16, iv), Public Liability act policy (Clause v) (Page 16 of 38)	Please delete this sub article in its entirety	OIL has agreed to delete this clause is other active contracts as well	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.
83	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Limitation of liability (Clause 16.0) Page 18 of 38	Please amend : (a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful Misconduct and/or criminal acts and/or <del>criminal negligence</del> , <u>Gross Negligence</u> neither the CONTRACTOR n or the COMPANY ( OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this <del>exclusion shall no</del>	The modifications done, are in line with the standard clause requirement of all OIL's tenders. Contractor cannot accept uncapped liabilities on it warranty obligations.	Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.

			<p><del>t apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract. b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 10050% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights. e) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.</del></p>		
84	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Consequential damage Clause 18.0 (Page 19 of 38)	<p>Please amend : Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.</p>	Consequential damage clause shouldn't have any exclusions.	No change.
85	GENERAL CONDITIONS	Risk Purchase, Clause 19.0 (Page 19 of 38)	Please delete this sub article in its entirety	OIL has agreed to delete this clause is other active contracts as well	This clause of GCC shall be replaced with an overriding clause under



	OF CONTRACT (GCC), Page 35				SCC wherein the last sentence of the clause “ <b>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</b> ” shall stand deleted.
86	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Warranty and Remedy of Defects (Clause 23.2, Page 20 of 38)	Please replace with: Contractor warrants that the Contractor-owned Software was developed with reasonable diligence and skill, and that it substantially conforms to published <u>documentation and source files.</u> <u>Software warranty period is ninety (90) days from the date of delivery.</u> <u>Contractor warrants that the Software was developed with reasonable diligence and skill, and that it substantially conforms to published documentation and source files.</u> <u>If COMPANY notifies Contractor in writing during the Software warranty period of a defect, Contractor will repair or replace any defective Software.</u> <u>Except as expressly provided above, the Software is deemed accepted AS-IS without any further warranty. THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, Contractor SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.</u>	<i>This is a critical clause for given scope of work.</i>	No change.
87	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION,	Please insert new sub clause: <u>But excluding data or information related to the performance of Contractor’s personnel.</u>	Information obtained/developed by Contractor’s personnel, materials and/or equipment should be excluded from this clause as such information is proprietary to Contractor	No change.

		Clause 26.1(c ) Page 21 of 38	<u>materials</u> <u>and/or equipment</u>		
88	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	CONFIDENTIAL ITY, USE OF CONTRACT DOCUMENTS AND INFORMATION, Clause 26.4 (iv) (Page 22 of 38)	Please amend as: is developed by Contractor independently of the information disclosed by Company <del>which should be sha red with the Compa ny;</del>	For clarity. This is not an R&D contract so we would request for this amendments.	No change.
89	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	FORCE MAJEURE: Clause 31.0, (Page 25 of 38)	Please amend sub para 5: Should either party decide not to terminate the Contract even under such condition, <del>no payment would a pply after expiry of fi fteen</del> (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract	Its important that OIL plays Contractor for the stand by rates applicable in the event the force majeure extends beyond 15 days.	No change.
90	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	POLLUTION AND CONTAMINATI ON Clause 38.0, (Page 29 of 38)	Please delete this clause in its entirety	Not applicable for given scope of work.	No change.
91	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Termination for Unsatisfactory Performance, Clause 44.5 (Page 36 of 38)	Please amend: Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days' notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non- performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non- performance subsequently,	Contractor cannot accept unlimited liability for this Article	No change.

			<p>COMPANY shall exercise the option to terminate contract by giving 07 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in. Provided Contractor's aggregate liability pursuant to this Article shall be limited to one hundred percent (100%) of the value of the defective Work.</p>		
92	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Termination, Clause 44.9 (Page 37 of 38)	<p>Please amend: Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage all direct unavoidable costs incurred by to the CONTRACTOR except including for payment of services as per the Contract upto the date of termination</p>	Contractor should also be compensated for any unavoidable costs or expenses it has incurred as a result of such termination of the CONTRACT through no default on the part of Contractor	No change.
93	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	New clauses	<p><b>48.0 CONFIDENTIALITY</b>  <small>Oil acknowledges that the Contractor in the sale and exclusive owner of, or otherwise has the legal right to, the Software and all patents, copyrights, trade secrets, trademarks, and other intellectual property and proprietary rights therein. The sale is an ownership of the Software or the patents, copyrights, trade secrets, trademarks, or other proprietary rights contained therein is transferred to Oil by the Contractor. Contractor grants to Oil a personal, non-exclusive, non-transferable license to use the object codes of the Software solely for Oil's own internal use during the term of this Contract.</small></p>		No change.

			<p><b>49.0 INTELLECTUAL PROPERTY:</b></p> <p>While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers, except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company. Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.</p> <p><b>BOLD DATA INTERPRETATION:</b></p> <p>Company accepts full responsibility for any investment made based on results from the Work. Any interpretation or analysis of geophysical or other Company data, and any recommendations or resource descriptions based upon such interpretations or analyses are updates based upon information from measurements and empirical relationships and assumptions, which inherent uncertainties and assumptions are not infallible, and with respect to which professional geoscientists may differ. Accordingly, Contractor cannot and does not warrant the accuracy, correctness or completeness of any such interpretations, recommendations or resource descriptions and Company hereby releases and indemnifies Contractor for any claims relating to investment or operational decisions made by the Company and arising from the Scope of Work of the Contract.</p>		
			Please insert new articles		
94	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Goods and Service Tax, Clause 12.4.6 (Page 12 of 38)	Please insert content in bold: Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account <b>if the contract period is extended because of contractor, otherwise it will be on Oil India Account</b> whereas any decrease in the rate GST shall be passed on to the OIL <b>if the contractor is allowed to adjust the GST as per timelines provided by GST law.</b>	Please insert content in Bold Reason for having this content is this clause says beyond the contract period if any change / increase in GST will be contractor account but that is ok if the default is of contractor and because of that contract period is extended Further for any decrease we can pass on the credit to Oil if this is done with in the timelines and as per GST law we will get credit of excess GST paid then only we can pass on to OIL	No change.
95	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35 New point to clause 12.4	Goods and Service Tax, Additional point as 12.4.11 in GCC	An additional clause should be added in GCC as point number 12.4.11 in Goods and service tax:	<b>In case GST TDS is applicable, Oil India will deduct the same on monthly basis and provide proper details along with required GST TDS certificate on monthly basis to Contractor and ensure that necessary returns will be filed on time. In case of any loss of credit of GST TDS to the Contractor because of default on the part of Oil India, then Oil India shall compensate to Contractor for such loss. 1. For the addition of invoice wise details of TDS, the same is to ensure timely reconciliation of TDS and GST compliances.</b>	No change.

				<b>2. Further, with respect to timely filing of GST returns by OIL and loss of credit to the Contractor, the same is on account of ensuring adequate compliance and to safeguard the Contractor from any loss of GST on account of any default on the part of OIL.</b>	
96	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	REMUNERATION AND TERMS OF PAYMENT: Clause 27.11 of GCC (Page 22 of 38)	Following portion in bold should be deleted which would read as: "Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR: <b>a) Audited account up to completion of the Contract.</b> <b>b) Tax audit report for the above period as required under the Indian Tax Laws.</b> <b>c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.</b> <b>d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.</b> <b>e) Any other documents as required by applicable Indian Laws.</b> <b>In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) &amp; (c) above will suffice."</b>	We need to delete the content in bold This cannot be condition for payment of demobilization as tis will be part of compliance and Hal will be doing the same in due course of time. if the contract/work is completed as pe operational requirement and conditions payment should be done	No change.
97	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	TIMELY MOBILIZATION AND LIQUIDATED	Please insert content in Bold: "LD will be calculated on the	Please insert the content in Bold in this clause This is to ensure that Oil will provide Valid tax invoice in time for all LD	No change.

		DAMAGES, Clause 30 (d) of GCC (Page 24 of 38)	<p>basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR.</p> <p>Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.</p> <p><b>Oil will provide Valid Tax invoice for the amount of GST recovered in timely manner and do required compliances of GST so that Contractor will get Input Credit of the same.</b></p> <p><b>If Contractor cannot avail the input tax credit of GST on such LD because of default of Oil India, then Contractor shall be indemnified by the amount of GST lost and any other additional cost associated to it."</b></p>	deductions which will enable us to claim the credit of GST properly. In case OIL will not do GST compliance we are covered with any loss of GST along with any additional cost if we put this clause.	
98	SPECIAL CONDITIONS OF CONTRACT (SCC), Page 108	<b>Goods and service tax, clause of SCC point no.13 (Page 17 of 22)</b>	TDS under GST, if applicable, shall be deducted from Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contract or. <b>Oil will provide invoice wise details of the tds deducted timely manner.</b>	Please insert content in Bold. This is to ensure that we will get the details and we can reconcile with the amount reflecting on portal and avail the credit in time otherwise if we cannot reconcile it will be cash block for us and we cannot avail the credit of GST TDS deducted and paid by oil India	No change.
99	BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 25	EXPERIENCE, Clause 1.2.1 (page 2 of 10)	The bidder should have their own E&P databank/E&P data management system and must have an experience of minimum 05 (Five) years in successfully implementing E&P data management solution including seismic, geological, log and drilling/production data loading in any upstream oil and gas company within a period of 12 (Twelve) years from the original bid closing date	The bidder should be allowed to provide the technical experience as mentioned in clause 1.2 of the BEC of its sister companies.	Subsidiary clauses shall be incorporated vide subsequent amendments.

100	BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 25	FINANCIAL EVALUATION CRITERIA, Clause 3.0 (Page 3 of 10)	3.1 The bidder shall have an annual financial turnover of minimum INR 6,59,50,000 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. 3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year. Note: The Net worth to be considered against Clause No. 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.	The bidder should be allowed to provide the financial details as mentioned in clause 3 of the Financial Evaluation Criteria of its sister companies	Finance clauses in line with subsidiary clauses shall be incorporated vide subsequent amendments.
101	BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), Page 25	Eligibility Criteria, Clause 1.1 (Page 1 of 10)	The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender	GERMI is a Government of Gujarat undertaking, and if it's form a consortium or signed MOU with it's technical partner (foreign company) for providing the E&P Databank/Data Management System and Disaster Recovery Centre. Please clarify, if such MoU or consortium will be sufficient for the criteria.	Not acceptable. Please be guided as per the tender.
102	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	5.1 HARDWARE (Page 8 of 35)	Capacity of storage required in the Primary Data Centre is 500 TB (Approx.) and the same must be provisioned for DR Centre.	In case storage in the the Primary/DR center exceeds more than 500 TB during the project tenure, there should be an option to quote the price in the Schedule of Rates.	500 TB storage is sufficient for the current data volume.
103	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	5.0 HARDWARE AND SOFTWARE INSTALLATION (Page 8 of 35)	Provision of DRC and provision of full back up solution....	Just want to confirm, OIL is asking for two separate systems? One main and one back up at FHQ and one DRC at New Delhi...	Bidder/Contractor must provide full back up solution for the new E&P Databank in the Primary Data Centre as well as in the DR Centre separately.
104	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	4.0 Broad Scope of Work - point (xiv) (Page 7 of 35)	Bidder to design Analytics dashboards.	What is the Timeline for Dashboard customization  The bidder has standard dashboards for data visualization and if OIL wants to customize will require additional time and manpower	<b>Dashboard to be implemented during data integration.</b>  Bidder should provide best possible solution for Dashboard which should contain Geophysical data, Geological data, ERP-SAP data, GRPC data, Drilling data and submit with bid document.
105	TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT, Page 73	Overall SOW		Need confirmation on, whether OIL wants complete new system or will allow upgradation of existing system?	OIL wants complete new E&P databank system
106	General		Requesting OIL Two weeks Extension for submission of the bid		Extension if any shall be notified vide issuance of corrigendum.

107	GENERAL CONDITIONS OF CONTRACT (GCC), Page 35	Clause 15, 16, 17 & 18 (Page 16 to 19 of 38)	<p><b>Liability and Indemnity clause:</b> Want to propose clause as below: “The liability for claim for Patent right should be limited to Limitation of Liability clause which is provided here:</p> <p><b>Limitation of Liability.</b> a. Liability for Loss or Damage to the Deposits. IM shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by IM to exercise such care as a reasonably careful person would exercise under like circumstances; IM is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of IM’s damages is limited Rs. 45/- for per box b. Liability for Non-Storage Services. With respect to services not to the storage of Deposits, IM shall not be liable for any loss or default unless such loss or default due to failure by IM to exercise such care as a reasonably careful person would exercise under like circumstances; IM is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of IM’s damages is limited as provided on the first page hereof. IM shall not be liable for the loss of the contents of containers for information destruction, unless and until such containers are in possession and under the control of IM. c. <b>No Consequential Damages.</b> IM’s liability is limited to the provisions of this Agreement. In no event shall either</p>		No change
-----	---	--	--	--	-----------



			party be liable for any indirect, remote, direct or incidental damages, regardless the purported exercise of any action to demand civil, contractual liability or otherwise (including the loss of gains or profit), even if one of the parties has been notified about the possibility of such damages.		
108	Insurance clause: as per Iron Mountain Standard and required as per business standard.				Any changes to Insurance clauses shall be accepted only in line with OIL's amendment no. 6 dated 28.12.2021 issued against Tender No. CDG8352P22. No other change is acceptable.

\*\*\*\*\*