

Clarification No. 04

PROC-SERVICES/CB/WS-5232/2021

HIRING OF WELL SITE RESTORATION/REHABILITATION SERVICES

One of the Prospective bidders has made a query against the subject Tender Enquiry. The query along with OGDCL reply is given below for information of all the prospective bidders.

No.	Page	Item	Clarification	OGDCL Reply
1	Clarification No.1 Page No. 7	Contractor will responsible to ensure that govt. regulatory/NIH/OEM load capacity shall not be exceeded on all load lifting equipment as well as equipment should be operated and maintained as per OEM recommendation.	<ol style="list-style-type: none"> 1. NIH stands for? 2. What is the loading capacity limit set by Government body? 	1-It is here by clarified that it is NHA(National High way authority) instead of NIH. 2-can find out from NHA Website or office.
2	Clarification No.2 Page No. 36	Following are the basic key performance indicators(KPI) to evaluate the service quality of contractor's performance. KPI will be evaluated regularly in OGDCL Head Office and if company observed persistent breach or non -performance by the contractor of the terms of reference/Instruction to the bidders(Section-B) and Technical Aspects of job (Section-C) on which the contractor is to provide the services when contractor found capable of remedy (performed the job) and is not remedied, action will be taken as per Section-12, section-18 and other term and condition of Standard contract documents.	<ol style="list-style-type: none"> 1. What is the % penalty on non-conformance of KPI's 	As per TOR as well as standard tender documents.
3	Clarification No.3 Page No. 10 (Sr. No. iii)	After dewatering (if required), OGDCL intended to use waste stabilization/solidification technique for drilling waste pit cuttings treatment. For this purpose, contractor will arrange third party sampling of cutting/pit soil sample (Well Services/HSEQ /C&ESS representative may witness) and send it to any reputable EPA approved Laboratory for analysis of standard as per Louisiana Statewide Order section 29-B (LSO- 29-B). LSO-29-B is the most widely used standard in Oil & Gas sectors to assess whether treatment is required or not. Report shall be submitted to the Company for acquiring approval for the treatment of WBM/OBM or mixture of both drill cuttings. After treatment, contractor shall arrange third party joint sampling of waste soil mixture and got tested from EPA approved Laboratory; the result shall comply with following LSO 29B Standard.	<ol style="list-style-type: none"> 1. Who will nominate representative for witness. 2. If nominated person is on off days or busy, so the waiting of the nominated person will not count in the 30 days turn over time, please clarify. 3. Please clarify Joint Sampling witness, which person is mandatory for the joint sampling? 	1-OGDCL Head office 2-Circumstances will be asses then will be decided by OGDCL Head office.3- EPA approved lab representative & OGDCL representatives.

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4	Clarification No.4 Page No. 11 (Sr. No v sub point A)	In case circumstances are not favorable i.e the land is an agricultural land or it's a water logged area or locals are not agreeing for on-site disposal cutting then contractor will go to off-site disposal of solid waste. Contractor shall select off-site disposal site by considering that site is not an agriculture land or water logged area. The site ground water aquifer is such deep that the bottom of burial cell must be 5 feet (at least) above the seasonal high water table. Contractor shall acquire NOC from land owner of disposal site stating that they have no issue to dispose off subject waste. Disposal methodology shall be in line with National Environmental Laws / International standards.	1. Who will provide disposal sites. 2. If location is provided by OGDCL, then who will arrange the NOC from locals for disposing off the waste.	1 & 2- already covered in referred clause															
5	Clarification No.5 Page No. 12 (Point. No ix sub point 9)	<ul style="list-style-type: none"> · Introduction / Executive Summary. · Objective, Scope & Disposal Methodology adopted by the Contractor. · Details of the actual project activities. · Estimated quantity of solid waste (WBM Drill Cuttings) disposed. · HSE Statistics. · Risk assessment of the activities performed. · Third party sampling results of dry drill cuttings (Pre & Post treated). · NOCs from Land Owner(s) on Affidavit. · Waste Disposal certificate(s). · Lab/ Analytical Test reports. · Photographic records of project and site restoration (particularly pretreatment /restoration and post treatment /restoration status). 	Please clarify the "waste disposal certificates", what kind of certificates required?	clause is self-explanatory.															
6	Clarification No.6 Page No. 20 (Point. No Amount of Bid Bond)	<p>Bid Bond /Bid Security amount is to be attached / provided with the technical bid. Please see Master Set of Tender Document for further details. Bid bond value details are as follow:</p> <table border="0"> <tr> <td>1.</td> <td>South</td> <td>Region</td> <td>USD</td> <td>53,400.00</td> </tr> <tr> <td>2.</td> <td>North</td> <td>Region</td> <td>USD</td> <td>34,320.00</td> </tr> <tr> <td colspan="5">Total USD 87,720.00</td> </tr> </table>	1.	South	Region	USD	53,400.00	2.	North	Region	USD	34,320.00	Total USD 87,720.00					1. There are 2 regions in Bidding document. Should bid bond will be separate for each region or Combine amount of Bid Bond will be acceptable.	Bidders can submit combine value of bid bond. However break should be provided with the technical bid.
1.	South	Region	USD	53,400.00															
2.	North	Region	USD	34,320.00															
Total USD 87,720.00																			

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7	Clarification No.7 Page No. 11 (Point. No vii)	OGDCL Drilling Fluid Representative may witness the disposal activity. However, job execution will be supervised by OGDCL(C&ESS) representative. Work completion verification will also be done /confirmed by (C&ESS) representative and concern area party Chief will endorsed it.	1. Who will responsible of nominate person for completion verification, contractor or OGDCL? 2. If nomination of verification person is delayed not because of contractor, so the delayed days not count in the 30 days turn over time.	Already covered in clarification no.03.																		
8	Clarification No.8 Page No. 11 (Point. No vi)	After completion of well site pits restoration, contractor shall bound to acquire pit restoration Certificate from Land Owner(s) as proof of successful and satisfactory completion of well closure job.	1. OGDCL will confirm to contractor the name / names of Landowner prior to start the job to ensure that local NOC on the correct name. 2. As per our previous experience at Mela-07 there is no local landowner for that land, if in case land is in Quami Shamlat (Land Disposition) then who will sign for the local NOC?	clarification has already been uploaded at OGDCL website for such clarification.																		
9	Clarification No.9 Page No. 12 (Point. No x)	Contractor shall be responsible for any legal repercussion due to noncompliance/malpractice before, during or after disposal activities	1. It is previous experienced that mostly issues raised by Local Land owner or Local community related the payments and local hiring between OGDCL and Locals then in such matters who will take responsibility? Contractor cannot pay the money to local which should be paid by OGDCL.	Bidders clarification should be contract oriented. referred clause is self-explanatory however, clarification is not relevant to contract TORs.																		
10	Clarification No.10 Page No. 10 (Point. No ii)	FOR FLUID: In case Contractor is not using evaporation technique or TMA site for waste water disposal and needs to sprinkle the water then contractor has to ensure that no liquid discharged on to the land surface or into water body without meeting following permissible NEQS parameters (UOM=mg/lit or otherwise define) including oil content parameters by any suitable method/technology/treatment:	1. Contractor will use Evaporation techniques or TMA, so in that case we are no need Water Treatment unit at site and neither has to go with below parameters. <table border="1"> <thead> <tr> <th>Water Parameters</th> <th>pH</th> <th>TDS</th> <th>TSS</th> <th>Chlorides</th> <th>Oil & Grease</th> <th>Phenolic Compound</th> <th>(BOD)⁵</th> <th>COD</th> </tr> </thead> <tbody> <tr> <td>Acceptable Range</td> <td>6-9</td> <td>3500</td> <td>200*/400**</td> <td>1000</td> <td>10</td> <td>0.1*/0.3**</td> <td>80*/250**</td> <td>150*/400**</td> </tr> </tbody> </table> * if discharged into land ** Acceptable to discharge into sewage treatment (applicable only when and where sewage treatment system is operational and (BOD) ⁵ =80mg/lit. Is achieved by sewage treatment system).	Water Parameters	pH	TDS	TSS	Chlorides	Oil & Grease	Phenolic Compound	(BOD) ⁵	COD	Acceptable Range	6-9	3500	200*/400**	1000	10	0.1*/0.3**	80*/250**	150*/400**	Already covered in referred clause.
Water Parameters	pH	TDS	TSS	Chlorides	Oil & Grease	Phenolic Compound	(BOD) ⁵	COD														
Acceptable Range	6-9	3500	200*/400**	1000	10	0.1*/0.3**	80*/250**	150*/400**														
11	Clarification No.11 Page No. 6 & 7 (Point. No 21)	The contractor would be bound to perform the duty whenever & wherever required on any of OGDCL sites of that region or convoy point within 7-days with no excuse. If contractor will delay for more than 15 days from job order, then 10% amount will be deducted from the invoice amount of that Well except in case the circumstances are beyond the control of contractor and contractor get written approval for this delay from Company Head Office.	1. What about force majeure likewise Rain or flood and community issue which are not concerned with contractor at work site, means community issue between local and OGDCL.	Already covered in Contract TORs.																		

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12	Clarification No.12 Page No. 7 (Point. No 26)	In case of award of Contract, Contractor must agree to perform Services at-least 4- 5 parallel operational sites. Maximum turn over time for 1 well site treatment is < 30-days i.e start from the date of 1st -third party lab report and end when C&ESS representative verifies closure of well.	In case for example long time raining or flood, most of times contract has to wait for stop rain and start again job from ZERO. For example, long time raining happened during the job, cuttings will be wet again, pit maybe full again, so all process will start from beginning. Please clarify if under this force majeure situation, total turnover time will count again from beginning.	Response of such type clarification has already been uploaded at OGDCL website.
13	Clarification No.14 Page No. 9 KPI (Point. No 8)	OGDCL Personnel training hours.	1. What does it mean from OGDCL personnel training? Do we need to give in house training to OGDCL employees? 2. training hours are 100 hours per year, it is for whole team or for one person ?	premises not bounded. It is for whole team.
14	General Clarification	<u>PROC-SERVICES/CB/WS-5232/2021</u> <u>HIRING OF WELL SITE RESTORATION/REHABILITATION SERVICES</u>	1. In whole document mentioned Well Site Restoration so it is request to respected client please make clear it's complete Well Site Restoration or just Mud Pits at Well site. 2. If just mud Pits (120 + 72) then how much number of Pits at One Location and what is the dimension (L x W x D) in feet of each pit.	Response of such type clarification has already been uploaded at OGDCL website.
15	General Clarification	Banking details for online transfer/RTGS/IBFT	1. As per FBR's Circular No. 4(24) IT-Budget/2021-142150-R dated 23rd September, 2021, we are required to transfer bid bond value using modern banking therefore we request for banking details for the specific project.	bidders can download the banking details from OGDCL website under TAB "Tender Downloads" <u>"CLARIFICATION - ONLINE TRANSFER OF FUNDS TO OGDCL"</u>
16	General Clarification	Exchange rate application at time of payment against the invoices , in case contract awarded to Bidder.	1. As per experience working some time invoices get delayed , however there is point for discussion regarding the application of exchange rate for conversion USD into PKR at time of payment , and adjustment of sales tax.	As per standard tender documents.