

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

**CORRIGENDUM**

Addendum No. 13 dated 19.05.2017 to IFB No. CDG2661P17

This Addendum No. 13 dated 19.05.2017 to IFB No. CDG2661P17 for 'Hiring of Services for Drilling of Directional Wells with RSS & SDMM + MWD/LWD + JAR along with Personnel for a Period of 03 (Three) years in the States of Assam & Arunachal Pradesh', is issued to modify the bid document to include the change as furnished in Annexure-I given herein below.

2.0 All other Terms and Conditions of the Bid Document remain unchanged.

**(Tanveer Jalal)**  
**Dy. Mgr. Contracts (Global)**  
**For, GM-Contracts (HoD)**  
**For Resident Chief Executive**

**IFB No: CDG2661P17 for ‘Hiring of Services for Drilling of Directional Wells with RSS & SDMM + MWD/LWD + JAR along with Personnel**

<b>Sl. No.</b>	<b>Tender Clause No.</b>	<b>Tender Clause Description</b>	<b>Amended Clause</b>
<b>SPECIAL CONDITIONS OF THE CONTRACT (SCC)</b>			
1	Clause 23 of Part-3(SCC) Page 77 of 151	<p>LIMITATION OF LIABILITY:Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or Gross Negligence,</p> <p>(a) Neither the Contractor nor 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 exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages or Penalty to the Company.</p> <p>(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 50% of the Annualized Contract Price, 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.</p> <p>(c) 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</p>	<p>LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or <u>criminal acts</u>,</p> <p>(a) Neither the Contractor nor 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 exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages or Penalty to the Company.</p> <p>(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 50% of the Annualized Contract Price, 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.</p> <p>(c) 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.</p>