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### **AMENDMENT NO. 13 DATED 18.09.2018**

This Amendment against e-Tender No. CDG7192P18 for “Hiring of Directional Drilling Services with SDMM-MWD/LWD-JAR along with Directional Driller and MWD Engineer for a period of 4 (four) years” under a 2 (two) Package Structure (Package A and Package B) for carrying out Directional Drilling activities in the states of Assam and Arunachal Pradesh” is issued to incorporate the followings changes/amendments:

- AA. Certain changes are made in Clause No. 21.0, Section – III, Part - 3 (Indicated in the Enclosure A).
- BB. All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

<b>Sl.</b>	<b>Tender Clause No.</b>	<b>Tender Clause Description</b>	<b>Amended Clauses</b>
1	Page 125 & 126 of 225, Part-3, Section-III, SCC, Clause No. 21.0	<p><b>LIABILITY FOR THE WELL OR RESERVOIR:</b>                      Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of:</p> <p>i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or</p> <p>ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or</p> <p>iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or</p> <p>iv) Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;</p> <p>v) Third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its Sub-Contractors, its agents and its parents, subsidiaries and affiliates, its other Contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.</p> <p>- Provided that such loss, damage etc. as stated in (i) to (iv) above is not caused on account of wilful misconduct or gross negligence of the Contractor or its personnel or any third party.</p>	<p><b>LIABILITY FOR THE WELL OR RESERVOIR:</b>                      Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of:</p> <p>i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or</p> <p>ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or</p> <p>iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or</p> <p>iv) Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;</p> <p>v) Third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its Sub-Contractors, its agents and its parents, subsidiaries and affiliates, its other Contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.</p> <p>- Provided that such loss, damage etc. as stated in (i) to (iv) above is not caused on account of wilful misconduct or gross negligence of the Contractor or its personnel/<b>sub-contractors of any tier/agents/invitees/consultants or parties associated with the Contractor.</b></p>