

Annexure-E

Amendment to Tender No. SDG3544P17/07 - Through Tubing Reservoir Monitoring Tool with Accessories including Supply, Installation, Commissioning and Training

Tender ref. clause	Existing Description	Modified Description	Remarks
Annexure – A Section-1, Clause 4.2	The portable surface acquisition unit must be capable of interfacing with monoconductor logging cable directly. It must be a field proven, latest version PORTABLE Logging System for logging.	The portable surface acquisition unit must be capable of interfacing with monoconductor logging cable directly. It must be a field proven, latest version PORTABLE Logging System for logging. NB: Please refer to attached diagram A1	For clarification to the bidders
Annexure – A Section-1, Clause 5.7	The application software must produce quick look basic processing of RMT data at well-site with color images.	<i>This clause is to be deleted</i>	RMT application software cannot produce quick look basic processing
Annexure – A Section-1, Clause 7	(f) Borehole water holdup	<i>This clause 7 (f) is to be deleted</i>	RMT application software cannot produce reliable Borehole water holdup and hence the clause is deleted
Annexure – A Section-1, Clause 7.1.3	Continuous Printers capable of printing high resolution color logs and other computed results, Qty=01 set	Continuous Printers capable of printing high resolution color logs and other computed results, Qty= 01 number	Modified for clarity
	The Bidder must submit a written commitment that	The Bidder must submit a written commitment to	Modified for the fact that some parts / spares

<p>Annexure – A Section-1, Clause 12.0</p>	<p>the spares and consumables shall be supplied made available against Purchase Orders on chargeable basis to OIL for a period of 10 years from the date of closing of the bids as and when required.</p>	<p>supply spares and consumables on chargeable basis to OIL for a period of 10 years from the date of closing of the bids, and in the event a part is not available due to a vendor going out of business or some other reason, the Bidder will determine and supply a suitable replacement part on chargeable basis to OIL.</p>	<p>may become obsolete or undergo up-gradation in 10 years time.</p>
<p>New Clause</p>		<p>There are no warranties express or implied, of merchantability, fitness or otherwise, which extend beyond those stated in the immediately preceding clause. In no event shall either Part hold the other liable for any consequential, incidental, special, indirect or punitive damages including but not limited to loss of profits or anticipated revenues. Furthermore, notwithstanding anything to the contrary herein, the Bidder/Seller's aggregate liability to OIL arising out of the sale or use of the equipment/goods shall be limited to the value of defective good, freight costs and customs duty and services, but in no event will the Seller's aggregate liability for claims of any kind or type</p>	<p>Included for more clarity regarding limitation of liability</p>

		(including claims in connection with or arising from contract, tort, negligence or strict liability) exceed the value of the Order/Contract including freight and custom duty.	
General Terms and Conditions- Clause 25.1 Indemnity And Insurance	As per General Terms and Conditions- Clause 25.1 Indemnity and Insurance	The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or for non-compliance of any statutory requirements to the extent applicable to the Seller under the Purchase Order. Seller/bidder shall indemnify and hold OIL harmless from and against any and all claims and/or liability by or in favour of any person, party or entity regardless of cause INCLUDING WITHOUT LIMITATION ANY FORM OF NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF SELLER, SELLER'S SUBCONTRACTORS, OR ANY OTHER PERSON, PARTY OR ENTITY to the extent applicable to the Seller under the Purchase Order and in no event will	Agreed by OIL earlier

		<p>the Seller's aggregate liability for claims of any kind or type (including claims in connection with or arising from contract, tort, negligence or strict liability) ("Claims") exceed the value of the Order/Contract including freight and customs duty" ("Maximum Liability") and OIL shall indemnify and hold Seller harmless from and against any and all Claims in excess of Maximum Liability asserted by or in favor of any person, party or entity regardless of cause INCLUDING WITHOUT LIMITATION ANY FORM OF NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF SELLER, SELLER'S SUBCONTRACTORS, OIL, OR ANY OTHER PERSON, PARTY OR ENTITY</p>	
<p>New Clause No.34 Consequential Damages Waiver and Limitation of Liability</p>		<p>There are no warranties express or implied, of merchantability, fitness or otherwise, which extend beyond those stated in the immediately preceding clause. In no event shall either Party hold the other liable for any consequential, exemplary, incidental, special, indirect</p>	<p>Agreed by OIL earlier</p>

		<p>or punitive damages including but not limited to loss of profits or anticipated revenues, lost product or production, lost business and business interruptions.</p> <p>Furthermore, notwithstanding anything to the contrary herein, the Bidder/Seller's aggregate liability to OIL arising out of the sale or use of the equipment/goods shall be limited to the value of defective goods, freight costs and customs duty and services, but in no event will the Seller's aggregate liability for claims of any kind or type (including claims in connection with or arising from contract, tort, negligence or strict liability) ("Claims") exceed the value of the Order/Contract including freight and customs duty ("Maximum Liability") and OIL shall indemnify and hold Seller harmless from and against any and all Claims in excess of Maximum Liability asserted by or in favor of any person, party or entity regardless of cause INCLUDING WITHOUT LIMITATION ANY FORM OF NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF CONTRACT, OR ANY OTHER</p>	
--	--	---	--

		LEGAL FAULT OR RESPONSIBILITY OF SELLER, SELLER'S SUBCONTRACTORS, OIL, OR ANY OTHER PERSON, PARTY OR ENTITY .	
BID REJECTION CRITERIA / BID EVALUATION CRITERIA			
Annexure – B Clause 1.2 (b)	Should have minimum two (2) years of experience in providing Wire-line Logging Services with RMT Tool to any E&P Company in India during the last five years proceeding to the original bid closing date of this tender.	<i>This clause is to be deleted</i>	Vendors participating in the pre-bid cannot satisfy this clause.

Note: RMT Tools needed to be air-freighted only due to involvement of certain hazardous items within the tool.