

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

CORRIGENDUM

Addendum No. 6 Dated 25.10.2017
to
IFB No. CDG5746P18

This Addendum No.6 dated 25.10.2017 to IFB No. **CDG5746P18** for '**Hiring the Services of 4(four) nos. of Surface Production Facility Packages for OIL's operational area in Assam and Arunachal Pradesh for a period of 3 years with a provision to enter into a framework agreement**' is issued to notify a minor change in 'General Conditions of Contract' of the bid document. These changes in the bid document are given as **Annexure-I** to this page. Bidders are requested to take note of the same while preparing and submitting their offer.

Modified Clause on
'Hiring the Services of 4(four) nos. of Surface Production Facility Packages for OIL's operational area in Assam and Arunachal Pradesh for a period of 3 years with a provision to enter into a framework agreement'- IFB No. CDG5746P18'

Clause No.	Existing Clauses	Modified Clauses
General Conditions of Contract		
Clause No. 23.0	<p>LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful 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 wilful misconduct, Gross Negligence and/ or Criminal Acts,</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>

Modified Clause on

'Hiring the Services of 4(four) nos. of Surface Production Facility Packages for OIL's operational area in Assam and Arunachal Pradesh for a period of 3 years with a provision to enter into a framework agreement'- IFB No. CDG5746P18'

- 2) Under Clause No. 3.0 of Terms of Reference / Scope of work, Section-II, 'Clause No. 11.0 of Part-3- Section III' mentioned in this clause stands revised to read as 'Clause No. 11.0 of Part-3- Section IV'.

Bidders are requested to take note of the same while preparing and submitting their offer. All other terms and conditions of the bid document remain unchanged.

***** End of Addendum to Bid Document *****