

OIL INDIA LIMITED

(A Government of India Enterprise)

P.O. Duliajan, Pin – 786602

Dist-Dibrugarh, Assam

CORRIGENDUM

Addendum No. 7 dated 23.11.2017 to IFB No. CDG3564P17

This Addendum No. 7 dated 23.11.2017 to IFB No. CDG3564P17 for 'Hiring of Cementing Services including 2 (two) numbers Cementing Units for a period of 3(three) years', is issued to modify the bid document to include the changes as furnished in Annexure-I given herein below and to extend the Bid Closing/Opening date of the tender along with an extension to tender selling date as under:

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|------|---------------------------------------|-------------------------------|
| i) | Bid Closing Date & Time | : 05.12.2017 [11.00 Hrs(IST)] |
| ii) | Bid Opening Date & Time | : 05.12.2017 [14.00 Hrs(IST)] |
| iii) | Last date of tender Selling date upto | : 28.11.2017 [15:30 Hrs(IST)] |

2.0 All other terms & conditions of the Bid Documents remain unchanged.

(Bhagya Sonowal)
Sr. Mgr. Contracts (Global)
For, CGM-Contracts
For Resident Chief Executive

Annexure-I to Addendum No. 7 dated 23.11.2017 to IFB No CDG3564P17

IFB No. CDG3564P17 for Hiring of Cementing Services including 2 (two) numbers Cementing Units for a period of 3(three) years.

Sl. No	Section , Clause, Sub Clause	Existing Tender Description	Additional Clarification
1	Part-3, Section-II - ANNEXURE-I, Clause 2.3.4	Service Package -3D	Static Gel Strength using Static Gel Strength (SGS) Analyzer (recommended in API) indicating transition time maximum 45 min from 100 lbf/100ft2 to 500 lbf/100ft2.
2	Part-3, Section-II - ANNEXURE-I, Clause 2.4	Service Package -4	Static Gel Strength using Static Gel Strength (SGS) Analyzer (recommended in API) indicating transition time maximum 45 min from 100 lbf/100ft2 to 500 lbf/100ft2.
Sl. No	Section , Clause, Sub Clause	Existing Tender Description	Modified Tender Description
3	<u>Part-3 SECTION-II SCOPE OF WORK / TERMS OF REFERENCE</u> Clause No. 5.2, a), Page-6	5.2 BATCH MIXER: "OPTIONAL" a) 100 bbls. Capacity cement batch mixer: One No. (Trailer/Truck mounted) with re circulating / jet mixing system agitator.	5.2 BATCH MIXER: "OPTIONAL" a) 100 bbls. Capacity cement batch mixer: One No. (Trailer/Truck mounted / Skid Mounted) with re circulating / jet mixing system agitator.
4	<u>Part-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT</u> Clause No. 8.1	Safety: Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow	Safety: Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor and Company shall both take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and

		out and maintain fire-fighting equipment in sound condition at all times during operation.	blow out and maintain fire-fighting equipment in sound condition at all times during operation.
5	<p align="center"><u>Part-3</u> <u>SECTION-III</u> <u>SPECIAL</u> <u>CONDITIONS OF</u> <u>CONTRACT</u></p> <p align="center">Clause No. 8.2</p>	Security: Security of Contractor's personnel as well as their equipment & accessories both at camp & work site shall be the responsibility of the Contractor and OIL shall not take any responsibility in this regard.	Security: Security of Contractor's personnel as well as their equipment & accessories at camp and during transportation shall be the responsibility of the Contractor and OIL shall not take any responsibility in this regard. However, Security at well site will be provided by OIL as per prevailing standard.
6	<p align="center"><u>Part-3</u> <u>SECTION-III</u> <u>SPECIAL</u> <u>CONDITIONS OF</u> <u>CONTRACT</u></p> <p align="center">Clause No. 8.5</p>	It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of Company provided, however, Company is authorized to designate its representative, who shall at all times have access to the Cementing Units, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative at well site as being in charge of Company's designated personnel at well site. The Company's representative may, amongst other duties, observe, test, check and control implementation of Cementing operations, equipment and inspect works performed by contractor or examine records kept at well site by Contractor.	It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of Company provided, however, Company is authorized to designate its representative, who shall at all times have access to the Cementing Units, related equipment and materials and all records (subject to Contractor's confidential and proprietary rights in the records) , for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative at well site as being in charge of Company's designated personnel at well site. The Company's representative may, amongst other duties, observe, test, check and control implementation of Cementing operations, equipment and inspect works performed by contractor or examine records kept at well site by Contractor.
7	<p align="center">SPECIAL CONDITIONS OF CONTRACT- REVISED</p> <p align="center">Clause No. 22.0</p>	LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct, Gross Negligence and / or criminal acts,	LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or Criminal acts, (a) Neither the Contractor nor the Company

	<p><i>(Refer Annexure-I to Addendum No. 6)</i></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 to the Company and</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>(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 to the Company and</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>
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