



**Oil India Limited**  
**(A Govt. of India Enterprise)**  
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### **AMENDMENT NO. 8 DATED 14.11.2017**

This Amendment against e-Tender 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 incorporate the followings changes/amendments:

- AA. Bid Closing Date and Time is Extended upto : 21.11.2017 (11:00 Hrs. IST)  
Bid Opening Date and Time is Extended upto : 21.11.2017(14:00 Hrs. IST)  
**Last date of Tender Fee Payment/Tender Purchase is Extended upto : 17.11.2017(15:30 Hrs. IST)**
- BB. A change is made in the 'General Conditions of Contract' (Part-3, SECTION-I )of the Tender. Same is mentioned in the enclosed Annexure – I.  
Bidders are requested to take note of the same while preparing and submitting their offer.
- CC. All other Terms and Conditions of the Bid Document (Considering all the Addendums/Corrigendum/Amendments) will remain unchanged.

**Annexure - I**

Clause No.	Existing Clauses	Modified Clauses
<b>General Conditions of Contract (Part-3, SECTION-I of the Tender)</b>		
Clause No. 23.0	<p><b>LIMITATION OF LIABILITY:</b> Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct, Gross Negligence and/ or <b>Criminal Acts,</b></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><b>LIMITATION OF LIABILITY:</b> Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/ or <b>Criminal Acts,</b></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>