

**OIL INDIA LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**  
**CONTRACTS DEPARTMENT, DULIAJAN**  
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**AMENDMENT NO. 8 DATED 08.01.2022 TO TENDER NO. CDG8352P22 FOR 'HIRING OF HIGH PERFORMANCE WATER BASE MUD (HPWBM) SYSTEM WITH TWO (02) SETS OF SERVICES ALONG WITH SUPPLY OF SPECIAL CHEMICALS AND TWO (02) SETS OF CENTRIFUGE SERVICES (ONE SET ON CALL BASIS) FOR A PERIOD OF THREE (03) YEARS WITH A PROVISION FOR EXTENSION BY ANOTHER ONE (01) YEAR TO DRILL APPROXIMATELY 45 NUMBERS OF SELECTED WELLS IN OIL'S OPERATIONAL AREAS IN ASSAM & ARUNACHAL PRADESH'.**

This Amendment to Tender No. CDG8352P22 is issued to notify the following:

- 1) **Clause No. 22.0 of Special Conditions of Contract** (Part-3, Section-III) stands amended as below:

<b>Original Clause</b>	<b>Amended Clause</b>
<p><b>LIABILITY FOR THE WELL OR RESERVOIR:</b></p> <p>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><b>LIABILITY FOR THE WELL OR RESERVOIR:</b></p> <p>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>

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.

-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.

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.

-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 /sub-contractors of any tier/agents/invitees/consultants or parties associated with the Contractor.

All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

**Sd/-**  
**(B. Brahma)**  
**Sr. Manager – Contracts (G)**  
**For General Manager – Contracts**