

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
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**AMENDMENT NO. 9 DATED 27.12.2021 TO TENDER NO. CDG7411L22
FOR HIRING OF 03(THREE) NOS. WIRELINE LOGGING UNITS WITH
SERVICES.**

This Amendment to Tender No. CDG7411L22 is issued to notify about the following changes:

- 1) **Bid Closing & Opening date stands amended as under:**
 - (i) **Bid Closing date & Time: 18th January, 2022 [11:00Hrs (IST)]**
 - (ii) **Technical Bid Opening date & Time: 18th January, 2022 [14:00Hrs (IST)]**

- 2) Few tender clauses stand amended as stipulated in **ENCLOSURE-I** attached herewith.

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

AMENDMENTS TO CLAUSES OF TENDER NO. CDG7411L22

Sl. No.	Section/ Clause No.	Existing clause	Amended clause
Part-3; SECTION-III; SPECIAL CONDITIONS OF CONTRACT (SCC)			
1.	5.11 (Page 100 of 234)	Addition of a note at the end of existing clause paragraph:	To add the following note: NOTE: <u>For Logging Unit 1 and 2:</u> In case any Special service(s) are also requested in LOA for mobilization along with Logging unit with Standard tools, then mobilization shall be treated as complete only if all the standard and requested special services are mobilized and inspected. However, in case of operational exigency OIL reserves the right to exercise the option of accepting partial mobilization (i.e., without one or more requested special service(s) but provided all standard services/equipment are mobilized) but without waiver of applicable LD/penalty.
2.	5.12 (Page 101 of 234)	Base shifting: It may be necessary for operational requirement that the Contractor's logging base be shifted temporarily from the place of original mobilization to wellsite camp/ other base camp. The Company shall give a notice for shifting of base when requirement arises. Base shifting shall be completed by the Contractor within 30 days from issue of such notice and shall be payable as per Price Bid Format. Contractor will be solely responsible for executing shifting of base that covers shifting of Logging Unit/Equipment/Personnel include all taxes/ transit insurance etc. as applicable.	Base shifting: It may be necessary for operational requirement that the Contractor's logging base be shifted temporarily from the place of original mobilization to wellsite camp/ other base camp within NE India. The Company shall give a notice for shifting of base when requirement arises. Base shifting shall be completed by the Contractor within 60 days from issue of such notice and shall be payable as per Price Bid Format. Contractor will be solely responsible for executing shifting of base that covers shifting of Logging Unit/Equipment/Personnel include all taxes/ transit insurance etc. as applicable.
3.	6.1 (Page 101 of 234)	Default in timely mobilization of Logging units: Time is of the essence in this contract. In the event of the Contractor's default in	Default in timely mobilization of Logging units/Standard tools (including interim mobilizations of logging unit): Time is of the essence in this contract. In the event of the Contractor's default in

ENCLOSURE-I

		<p>timely mobilization of Logging Units/ Standard tools with personnel for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of 1st year contract value including mobilization charge for each Logging unit per week or part thereof delay subject to maximum of 7.5%.</p> <p>Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and till the date of completion of mobilization as defined under Clause 5.11 of this section.</p>	<p>timely mobilization of Logging Units with Standard tools and Special services (mentioned in LOA, if any) with personnel for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of annualized contract value of affected Logging Unit with Standard tools & <u>requested Special Services</u> (including rentals, operating charges and mobilization charges) per week or part thereof delay subject to maximum of 7.5%.</p> <p>Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and till the date of completion of mobilization as defined under Clause 5.11 of this section.</p> <p>In case of acceptance of partial mobilization (as mentioned in note of SCC 5.11), above LD will continue to be applicable until all the requested special service(s) in the LOA are mobilized. If the requested special service(s) are still not mobilized upon reaching of LD cap, then immediately after exhaustion of LD (i.e., reaching cap of 7.5%), penalty as per SCC clause 6.2 below shall be applicable for those non mobilized special services.</p>
4.	<p>13.3 (Page 112 of 234)</p>	<p><u>Reimbursement for loss of Sub-Surface equipment:</u> Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence or Willful Misconduct on the part of Contractor, for loss or damage to the Contractor's or sub contractor's sub-surface equipment and the downhole property of Contractors or Sub-contractors in the hole below the rotary table, subject to conditions prescribed herein below. Company shall at its option <u>either</u> reimburse the Contractor for the value of lost or damaged equipment/tools as declared in the import invoices at the</p>	<p><u>Reimbursement for loss of Sub-Surface equipment:</u> Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence or Willful Misconduct on the part of Contractor, for loss or damage to the Contractor's or sub contractor's sub-surface equipment and the downhole property of Contractors or Sub-contractors in the hole below the rotary table, subject to conditions prescribed herein below. Company shall at its option <u>either</u> reimburse the Contractor for the value of lost or damaged equipment/tools as declared in the import invoices at the time of mobilization (or subsequent replacement/addition) of the same equipment/ tools or CIF value as reflected in Proforma-B hereto whichever is lower (Plus customs duty paid by the contractor for the equipment tool lost/ damaged, provided that the said custom duty was</p>

ENCLOSURE-I

		<p>time of mobilization (or subsequent replacement/addition) of the same equipment/ tools or CIF value as reflected in Proforma-B hereto whichever is lower (Plus customs duty paid by the contractor for the equipment tool lost/ damaged, provided that the said custom duty was not borne by the Company and contractor produces the documentary evidence towards payment of customs duty.) for any such loss or damage, less depreciation @3% per month from the date of commencement of this contract <u>or intermittent mobilization whichever is later</u> with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor <u>or</u> at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor has produced documentary evidence that the particular equipment/tools in question was not covered by Contractor's insurance policies. For such claims Contractor should notify the Company within one month. The inspection of recovered equipment from down hole need to be done by Company representative before submission of the invoice by Contractor.</p>	<p>not borne by the Company and contractor produces the documentary evidence towards payment of customs duty.) for any such loss or damage, less depreciation @3% per month from the date of commencement of this contract <u>or intermittent mobilization whichever is later</u> with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor <u>or</u> at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor undertakes in prescribed format that the particular equipment/tools in question is not covered by Contractor's insurance policies. For such claims Contractor should notify the Company within one month. The inspection of recovered equipment from down hole need to be done by Company representative before submission of the invoice by Contractor. For any such loss/damage, the contractor must notify the Company in writing within one month from the date of the lost tool and claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier [Format for LIH Claim is enclosed as Annexure-F]. The inspection of recovered tools/ equipment from downhole needs to be made by the Company Representative before submission of the invoice by contractor. OIL shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.</p> <p>Note: GST on LIH tools, if applicable, shall be on OIL's account.</p>
5.	<p>16.0 (Page 117 of 234)</p>	<p><u>LOG INTERPRETATION:</u> Since all log interpretations are based on inference from electrical or other measurements, Contractor</p>	<p><u>LOG INTERPRETATION:</u> Since all log interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of</p>

ENCLOSURE-I

		<p>cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of gross negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of wilful misconduct or gross negligence.</p>	<p>any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of wilful misconduct or gross negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of wilful misconduct or gross negligence.</p>
<p>6.</p>	<p>22.0 (Page 121 of 234)</p>	<p>LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts and/or criminal 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</p>	<p>AGGREGATE LIABILITY: 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>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>							
7.	<p>26.0 (Page 126 of 234)</p>	<p>NEW CLAUSE</p>	<p>The following insurance provisions under General Conditions of Contract stand amended as mentioned hereunder for the particular services under this tender/contract:</p> <table border="1" data-bbox="871 1440 1473 2009"> <thead> <tr> <th data-bbox="871 1440 1011 1543">GCC Clause No.</th> <th data-bbox="1011 1440 1473 1543">Amended Clause</th> </tr> </thead> <tbody> <tr> <td data-bbox="871 1543 1011 1892">14.6</td> <td data-bbox="1011 1543 1473 1892">Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.</td> </tr> <tr> <td data-bbox="871 1892 1011 2009">14.9</td> <td data-bbox="1011 1892 1473 2009">Additional Assured: “Oil India Limited” is to be included as Additional</td> </tr> </tbody> </table>	GCC Clause No.	Amended Clause	14.6	Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.	14.9	Additional Assured: “Oil India Limited” is to be included as Additional
GCC Clause No.	Amended Clause								
14.6	Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.								
14.9	Additional Assured: “Oil India Limited” is to be included as Additional								

ENCLOSURE-I

				Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).
			14.10	<p>Waiver of subrogation:</p> <p>Except for the workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where OIL is neither required to be present as principal Assured or additional Assured, all insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:</p> <p>“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees to the extent of the indemnities undertaken by the Contractor under this contract”.</p>
			14.12	Not Applicable against this tender/contract
			14.13	Not Applicable against this tender/contract

ANNEXURES

8.	Annexure-B; Service Code: A-1 (Page 138 of 234)	Accuracy: ± 0.2 ohm m at 0.2-1 ohm m +/- 5 % at 1-1000 ohm m	ACCURACY: ± 0.2 ohm m at 0.2-1 ohm m Greater of ±5 % or ±0.2 ohm m at 1-2000 ohm m
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ENCLOSURE-I

		+/- 10 % at 1000-2000 ohm	
9.	Annexure-B; Service Code: A-16 (Page 146 of 234)	2) Combinability with all cased hole services.	DELETED
10.	Annexure-B; Service Code: S-13 (Page 157 of 234)	Typo error correction.	'Service Code: A-20' under S-13 is a typo and to be deleted. Correct service code is S-13
11.	Annexure-B; Service Code: S-14 (Page 158 of 234)	RIGLESS CASED-HOLE OPERATIONS USING MAST-UNIT/CRANE	RIGLESS CASED-HOLE OPERATIONS USING MAST-UNIT/CRANE/Independent MAST
12.	Annexure-B; Service Code: S-15 (Page 159 of 234)	3 3/8" DEEP PENETRATION CHARGE (for 5 1/2" csg)	3 1/8 - 3 3/8" DEEP PENETRATION CHARGE (for 5 1/2" csg)
13.	Annexure-B; Service Code: S-15 (Page 159 of 234)	4 1/2" DEEP PENETRATION CHARGE (for 7" csg)	4 1/2 - 4 5/8" DEEP PENETRATION CHARGE (for 7" csg)
14.	Annexure-F	New Annexure added	Annexure-F (Annexure for LIH claim undertaking)

LIH-Claim Format

Undertaking that the particular equipment/tool in question is not covered by contractor's insurance

ON THE OFFICIAL PAD OF THE CONTRACTOR TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE CONTRACTOR UNDERTAKING

Ref Clause No. 13.3 of SCC of the Contract

I/We the authorized signatory(s) of (Company or firm name with address) do hereby solemnly affirm and declare as under: -

(1) That, my/our above Company/Firm has participated in the Tender IFB No. **CDG7411L22**.

(2) That, our firm has been awarded with the Contract No. for

(3) That, as required under Clause-14.0 of the GCC of the Contract, we have taken insurance to cover all risk in respect of our personnel, materials & equipment belonging to us or our sub-contractor during the currency of the contract including the third-party items/consumables.

(4) That, I/we also declare that the tools / equipment which are below Rotary Table or in the well bore provided under the above tender/contract are not covered under any Insurance Policies.

(5) That, the statements made in above paras are true to the best of my/our knowledge and belief. That in case of the any of the above statement is found to be false/ incorrect/misleading at any point of time during the currency of the contract, OIL shall be at liberty to initiate necessary action against the Company/Firm in terms of the Contract.

Place:

Date:

SIGNATURE OF THE DECLARANT