

**OIL INDIA LIMITED
BAY EXPLORATION PROJECT
BHUBANESWAR**

AMENDMENT No. 2 Dated 22.02.2022
To TENDER No. CBI9347P22

1.0 This amendment is issued to amend /correct the following clauses of bidding document:

Sr. No.	PART No./ SECTION No.	CLAUSE No.	ORIGINAL CLAUSE	AMENDED CLAUSE
1	PART-II	BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC) A. TECHNICAL EVALUATION CRITERIA: <u>CLAUSE No. 1.5</u>	Offers indicating mobilization time more than Sixty (60) days from the date of issue of Mobilization Notice by Company will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid. PAGE No.- 23	Offers indicating mobilization time more than Ninety (90) days from the date of issue of Mobilization Notice by Company will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid.
2	PART – III, SECTION -I	GENERAL CONDITIONS OF CONTRACT (GCC) 1.0 APPLICABILITY, DEFINITION & INTERPRETATION: <u>CLAUSE No. 1.2.1</u>	COMPANY / OIL / Operator: Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under Company’s Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns. PAGE No.- 39	Company / OIL / Operator: Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under Company’s Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns. (Note: Only the Heading changed)

3	PART – III, SECTION -I	GENERAL CONDITIONS OF CONTRACT (GCC) 1.0 APPLICABILITY, DEFINITION & INTERPRETATION: <u>CLAUSE No. 1.2.2</u>	CONTRACTOR: Shall mean the person or persons, firm or <u>Company</u> or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor’s legal representatives, his successors and permitted assigns. PAGE No.- 39	Contractor: Shall mean the person or persons, firm or <u>company</u> or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor’s legal representatives, his successors and permitted assigns.
4	PART-III, SECTION -II	TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS B. MUD ENGINEERING 3.0 THE MUD ENGINEERS SHALL BE RESPONSIBLE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: <u>CLAUSE No. 3.10</u>	The Contractor will remove any of their personnel from site if deemed not suitable or considered not desirable by Company to carry-out the work and replace him /her with a person acceptable to Company within 5(five) days at their own expenses after getting the advice from the company in writing. PAGE No.- 87	The Contractor will remove any of their personnel from site if deemed not suitable or considered not desirable by Company to carry-out the work and replace him/her with a person acceptable to Company within 10(ten) days at their own expenses after getting the advice from the company in writing.
5	PART-III, SECTION -II	TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS B. MUD ENGINEERING 4.0 GENEAL: <u>CLAUSE No. 4.12</u>	The Contractor shall engage requisite labours, if required, to assist their Mud Engineers to perform the work as per the contract and shall adhere to safety guidelines. Company will neither be responsible for providing any helping hands to the Mud Engineers at site nor pay any extra amount towards engagement of additional manpower, if so, engaged by Contractor. PAGE No.- 88	Company will provide labours for mud mixing, loading & unloading of chemicals at well site through rig contractor.
6	PART-III, SECTION -II	TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS	If the chemicals/additives are not stocked adequately resulting in suspension of drilling operation due to short supply in that case	If the chemicals/additives are not stocked adequately resulting in suspension of drilling operation due to short supply in that case penalty@ Rs.10,000/hour

		<p>B. MUD ENGINEERING</p> <p>10. MUD CHEMICALS AND ADDITIVES:</p> <p><u>CLAUSE No. 10.11</u></p>	<p>penalty @Rs.50,000/hour shall be levied on the contractor for the entire period of suspension of drilling activity. In case of non-availability of lab equipment, OIL reserves the right to deduct @Rs.10,000/day from contractor's payment till the equipment is made available. Short supply means operational breakdown for want of the required chemical/ equipment/ manpower.</p> <p>PAGE No.- 93</p>	<p>shall be levied on the contractor for the entire period of suspension of drilling activity. In case of non-availability of lab equipment, OIL reserves the right to deduct @Rs.10,000/day from contractor's payment till the equipment is made available. Short supply means operational breakdown for want of the required chemical/ equipment/ manpower.</p>
7	<p>PART – III, SECTION -II</p>	<p>TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS</p> <p>B. MUD ENGINEERING</p> <p>10. MUD CHEMICALS AND ADDITIVES:</p> <p><u>CLAUSE No. 10.14</u></p>	<p>The chemicals like Polyamine supplied by the contractor shall be of good quality having Diethylene Tri Amine (DETA)/Tri Ethylene Tetra Amine (TETA) base and free from Choline Chloride in composition. The polyamine having Choline Chloride in the composition will not be acceptable. Contractor shall supply good and pure quality completely Choline Chloride free Polyamine. If foul smell comes after decomposition of Polyamine leading to Environmental issues and jeopardize drilling operation until the smell sustains in the environment, then Contractor will be responsible for the same and penalty will be imposed on the contractor @Rs50,000/day from the contractor's monthly invoice.</p> <p>PAGE No.- 93</p>	<p>The chemicals like Polyamine supplied by the contractor shall be of good quality having Diethylene Tri Amine (DETA)/Tri Ethylene Tetra Amine (TETA) base and free from Choline Chloride in composition. The polyamine having Choline Chloride in the composition will not be acceptable. Contractor shall supply good and pure quality completely Choline Chloride free Polyamine.</p>
8	<p>PART – III, SECTION -II</p>	<p>TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS</p> <p>B. MUD ENGINEERING</p>	<p>The successful bidder shall provide brine chemicals of potassium chloride, Sodium formate and Potassium formate for well testing operations as per requirement.</p>	<p>The successful bidder shall provide brine chemicals of potassium chloride, Sodium formate and Potassium formate for well testing operations as per requirement.</p>

		<p>10. MUD CHEMICALS AND ADDITIVES:</p> <p><u>CLAUSE No. 10.16</u></p>	<p>In case, if higher density brine like Calcium Bromide, Cesium formate are required then in that case OIL will advise the contractor for mobilizing higher density brine after taking necessary approval from OIL management in due course. However, the bidder is required to quote the unit rate of Calcium Bromide Brine and Cesium formate brine in their price bid format which will not be evaluated during price bid evaluation.</p> <p>PAGE No.- 93</p>	
9	PART – III, SECTION -II	<p>TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS</p> <p>B. MUD ENGINEERING</p> <p>11. QUALITY CONTROL</p> <p><u>CLAUSE No. 11.9</u></p>	<p>Company reserves the right to use any of the services or its part under the scope of work.</p> <p>PAGE No.- 94</p>	DELETED.
10	PART-III, SECTION -II	<p>TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS</p> <p>C. DRILLING WASTE MANAGEMENT (DWM) SERVICES</p> <p>6.0 EQUIPMENTS</p> <p><u>CLAUSE No. 6.4</u></p>	<p>Bidder to submit test report and maintain daily record of all the test of effluent water (post & pre) in well site laboratory indicating the specifications of untreated water as well as treated water along with the dosages of chemicals required to arrive at the water quality prescribed by Odisha State Pollution Control Board (Appendix-IV, Section-II).</p> <p>PAGE No.- 97</p>	<p>Bidder to submit test report and maintain daily record of all the test of effluent water (post & pre) in well site laboratory indicating the specifications of untreated water as well as treated water along with the dosages of chemicals required to arrive at the water quality prescribed by Odisha State Pollution Control Board (Appendix-IV, Section-II). However, if ETP well site laboratory is limited with performing 4(four) lab tests within it, like TDS, Oil content, Chlorides and Hardness then rest all tests shall be done at nearest NABL/MoEF&CC approved laboratory at least twice in a month.</p>
11	PART – III, SECTION -II	<p>TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS</p>	<p>One qualified, skilled and experienced Waste Management Supervisor, who must have 5 (five) years of experience in effluent treatment process and running all types of effluent</p>	<p>One qualified, skilled and experienced Waste Management Supervisor, who must have 5 (five) years of experience in effluent treatment process and running all types of effluent treatment systems. The</p>

		<p>C. DRILLING WASTE MANAGEMENT (DWM) SERVICES</p> <p>8.0 PERSONNEL: <u>CLAUSE No. 8.2</u></p>	<p>treatment systems. The Waste Management Operators should have minimum of 3(three) years of experience in similar system, shall be required to work back-to-back on a suitable rotational on-off basis. The Waste Management Operators shall be responsible for, but not be limited to the following:</p> <p>i) Optimise chemical dosages required for effluent treatment process. ii) Perform daily checks of treated water, at least thrice a day and more often as required by operations and report them in a standard format as mutually agreed by the Company and the Contractor. iii) Run, maintain and manage the DWM system. iv) Maintain a stock of inventory of DWM related chemicals on the rig site and ensure that adequate stock is available to maintain and run the DWM system as per operational requirement. v) Shall be able to run the filtration units if required during well completion operations/ production testing. vi) Contractor will remove and replace in a reasonable time not more than 72 hours at the Contractors expense any of the Contractors personnel if Company so requests in writing setting out grounds for its requirement.</p> <p>PAGE No.- 98 and 99</p>	<p>Waste Management Operators should have minimum of 3(three) years of experience in similar system, shall be required to work back-to-back on a 28(Twenty-eight) days on-off basis. The Waste Management Operators shall be responsible for, but not be limited to the following:</p> <p>i) Optimise chemical dosages required for effluent treatment process. ii) Perform daily checks of treated water, at least thrice a day and more often as required by operations and report them in a standard format as mutually agreed by the Company and the Contractor. iii) Run, maintain and manage the DWM system. iv) Maintain a stock of inventory of DWM related chemicals on the rig site and ensure that adequate stock is available to maintain and run the DWM system as per operational requirement. v) Shall be able to run the filtration units if required during well completion operations/ production testing. vi) Contractor will remove and replace in a reasonable time not more than 72 hours at the Contractors expense any of the Contractors personnel if Company so requests in writing setting out grounds for its requirement.</p>
12	PART – III,	TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS	After completion of drilling and testing activities (as the case may be) and declaration of rig down for next ILM, the contractor shall	DELETED.

	SECTION -II	C. DRILLING WASTE MANAGEMENT (DWM) SERVICES 11.0 SAFETY, HEALTH AND ENVIRONMENT GUIDELINES FOR ME&DWM SERVICES: CLAUSE No. 11.5	remove all the debris, litter cans, used drums, Carboys, empty Chemical bags of contractor's materials created by contractor in connection with ME&DWM services/work within 15 days from ILM declaration date otherwise ground clearance charge @Rs.10,000/day will be charged from contractor's final invoice. PAGE No.- 100	(Note: Company will arrange for removal and disposal of all the debris, litter cans, used drums, Carboys and empty Chemical bags at well site.)
13	PART-III, SECTION -II	TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS APPENDIX-III DWM PACKAGE AND SERVICES: ITEM-IV	Centrifuge Fully Hydraulic drive centrifuge complete with Mono-pump with required drive. The unit is capable of speed up to 2500 RPM and utilizes a 14" bowl. PAGE No.- 103	Centrifuge completes with mono pump with required drive (fully hydraulic drive or Variable Frequency Drive or Fixed Drive) meeting all performance criteria is required. The unit shall be capable of speed up to 2500 RPM and utilizes a 14" bowl with a minimum processing capacity of 50m3/day or above.
14	PART-III, SECTION -II	TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS D. MOBILIZATION SCHEDULE:	Mobilization of tools, equipment, accessories, consumable & associated services as per scope of work: Within the 60(Sixty) days from date of mobilization notice issued by the Company. PAGE No.- 112	Mobilization of tools, equipment, accessories, consumable & associated services as per scope of work: Within the 90(Ninety) days from date of mobilization notice issued by the Company.
15	PART – III, SECTION -II AND	TECHNICAL SCOPE OF WORK AND TERMS & CONDITION APPENDIX-III AND PRICE BID SCHEDULE	APPENDIX -III • DWM PACKAGE AND SERVICES UNIT-1 (ETP Service) PAGE No.- 103 • PRICE BID SCHEDULE	APPENDIX-III • DWM PACKAGE AND SERVICES: UNIT-1 (ETP Service with attached RO System) PAGE No.-103 • PRICE BID SCHEDULE: A. TOOLS & EQUIPMENT CHARGES:

	PART – III, SECTION -V	A. TOOLS & EQUIPMENT CHARGES:	A. TOOLS & EQUIPMENT CHARGES: <u>b. DWM Package (UNIT-1) for ETP Service</u> PAGE No.-155	<u>b. DWM Package (UNIT-1) for ETP Service with attached RO System</u> PAGE No.-155
16	PART – III, SECTION -II	TECHNICAL SCOPE OF WORK AND TERMS & CONDITION APPENDIX-IV	Oil and gas drilling and processing facilities, situated on land and away from saline water sink, may opt either for disposal of treated water by onshore disposal or by re-injection in abandoned well, which is allowed only below a depth of 1000 m from the ground level. In case of re- injection in abandoned well the effluent have to comply only with respect to suspended solids at 100 mg/l and oil & grease at 10 mg/l. For on-shore disposal, the permissible limits are given below: PAGE No.-104	Oil and gas drilling and processing facilities, situated on land and away from saline water sink, may opt for disposal of treated water by onshore disposal. For on-shore disposal, the permissible limits are given below:
17	PART-III, SECTION -II	TABLE – I MUD POLICY AND MUD FORMULATION a) <u>TENTATIVE MUD CHEMICALS & MUD PARAMETRS REQUIRED TO BE MAINTAINED IN THE WELL HAVING 3-STAGE CASING POLICY</u> • Mud System used for 12 ¼ inch Hole Section in 3-stage Casing Policy well b) <u>TENTATIVE MUD CHEMICALS & MUD PARAMETRS REQUIRED TO BE MAINTAINED IN</u>	The dosage of K2SO4 in 12 1/4” Hole of 3-stage Casing Policy and 17 1/2” Hole of 4-Stage Casing Policy are 0.3% . PAGE No.- 105 and 107	The dosage of K2SO4 in 12 1/4” Hole under 3 stage Casing policy and in 17 1/2” Hole under 4 Stage Casing Policy are 3% .

		<p><u>THE WELL HAVING 4-STAGE CASING POLICY.</u></p> <ul style="list-style-type: none"> • Mud System used for 17 ½ inch Hole Section in 4-stage Casing Policy well 		
18	PART – III, SECTION -II	<p>TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS MUD POLICY AND MUD FORMULATION <u>C. MUD PROPERTIES AND PARAMETERS:</u></p>	<p>TABLE: Sl.No.-7 HP-HT filter loss</p> <p>PAGE No.- 109</p>	HP-HT filter loss test is not required in the field laboratory and hence Sl. No.-7 is deleted from the table.
19	PART-III, SECTION -IV	<p>A. MOBILIZATION CHARGES: (TOOLS/EQUIPMENT/CONSUMABLES WITH ALL ACCESSORIES) <u>CLAUSE-(d)</u></p>	<p>Company at its discretion may allow operations to start without complete mobilization. However, the shortfall items must be mobilized by the Contractor immediately thereafter. If Company permits the Contractor operations without completed mobilization, only 80% of mobilization charges will become payable to the Contractor and the remaining 20% of mobilization charges will be deducted as penalty over and above the liquidated damages as set out in the Contract, which will not be paid by Company even after the shortfall items are made available. However, notwithstanding this provision for partial mobilization, Contractor must make all efforts for mobilization of Contractor’s equipment, tools and accessories etc. as per the contractual provisions.</p> <p>PAGE No.- 149</p>	<p>Company at its discretion may allow operations to start without complete mobilization. However, the shortfall items must be mobilized by the Contractor immediately thereafter. If Company permits the Contractor operations without completed mobilization, only 80% of mobilization charges will become payable to the Contractor and the remaining 20% of mobilization charges will be paid only after the shortfall items are made available. The Liquidated Damage as set out in the Contract shall be applicable up to the date the shortfall items are made available. However, notwithstanding this provision for partial mobilization, Contractor must make all efforts for mobilization of Contractor’s equipment, tools and accessories etc. as per the contractual provisions.</p>

20	PART-III, SECTION -IV	E. RENTAL CHARGES FOR ALL EQUIPMENT PER DAY (TOOLS/EQUIPMENT/CONSUMABLES WITH ALL ACCESSORIES) <u>CLAUSE-(a)</u>	Rental Charges for Contractor's tools & equipment shall be payable with effect from the date of completion of Mobilization. PAGE No.- 151	Rental Charges for Contractor's tools & equipment shall be payable with effect from the date of completion of Mobilization. OIL will certify within 3(three) working days for the mobilization at OIL's nominated well site. Rental charges (standby/operational), as the case may be, shall apply thereafter.
21	PART-III, SECTION -IV	I.INTER-LOCATION MOVEMENT(ILM) CHARGES: (TOOLS/EQUIPMENT/CONSUMABLES WITH ALL ACCESSORIES) <u>CLAUSE-(i)</u>	The Contractor shall carry out inter-location movement of Contractor's items on Completion of operation at one well & after receipt of notice from the Company. ILM Charges shall be payable after mobilization of Contractor's items to Company designated next location, only when all the tools/ equipment/ consumables are received and tools/ equipment are tested/ calibrated to its rated specifications to the satisfaction of OIL. The Contractor shall complete the Inter-location Movement within 30 (Thirty) days from the date of ILM notice issued by the Company. Day Rate Charges (Rental) shall start after the completion of ILM. PAGE No.- 153	The Contractor shall carry out inter-location movement of Contractor's items on Completion of operation at one well & after receipt of notice from the Company. ILM Charges shall be payable after mobilization of Contractor's items to Company designated next location, only when all the tools/ equipment/ consumables are received and tools/ equipment are tested/ calibrated to its rated specifications to the satisfaction of OIL. The Contractor shall complete the Inter-location Movement within 30 (Thirty) days, except for DWM UNIT-1 (i.e., ETP service with attached RO system), for which it will be 45 (forty-five) days from the date of ILM notice issued by the Company. Stand By Rental Charges shall start after the completion of ILM till the Tool/Equipment (Mud Lab & Accessories and DWM Package-(UNIT-1 & UNIT-2)) becomes operational.
22	PART-III, SECTION -IV	I.INTER-LOCATION MOVEMENT(ILM) CHARGES: (TOOLS/EQUIPMENT/CONSUMABLES WITH ALL ACCESSORIES) <u>CLAUSE-(iv)</u>	No Day Rate Charges (RENTAL) for Tools / Equipment shall be payable during the period of inter location movement [from one well to next well] inclusive of Re-Installation & Re-Commissioning at next well. However, if the Contractor is not able to complete the ILM within the stipulated period due to the reasons	No Day Rate Charges (RENTAL) for Tools / Equipment shall be payable during the period of inter location movement [from one well to next well] inclusive of Re-Installation & Re-Commissioning at next well. However, if the Contractor is not able to complete the ILM within the stipulated period due to the reasons not attributable to the Contractor, the

			not attributable to the Contractor, the Contractor shall be paid Day Rate Charges (Rental) for Tools/ Equipment on expiry of the stipulated period. PAGE No.- 153	Contractor shall be paid Stand by Day Rate Rental Charges for Tools/ Equipment on expiry of the stipulated period. (i.e., 45 days for DWM UNIT-1 and 30 days for Mud Lab & Accessories and DWM UNIT-2 as applicable).
23	-Para 1.4, Page-33 -Para 6.3, Page 145 -Para 6.3.1, Page 146 -Para-8, Page 161 SI-60, Page 217	Essentiality Certificate (EC) from DGH to avail Concessional duties & Taxes		Clause 6.3 in page No.-146 states that the custom duty notifications are subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable. Subsequent to floating of this tender, vide GoI's Custom Notification-2/2022-Custom dated 01.02.2022, the requirement of EC from DGH has been removed. Accordingly, these tender clauses stand modified to the extent of requirement of EC from DGH. The requisite documents as per latest Notification referred here shall be provided by OIL to the Contractor for availing Custom duty/tax concessions.
24	PART-III, SECTION -III	SPECIAL TERMS AND CONDITIONS	New Clause addition	<u>10.0 DATA INTERPRETATION:</u> Since all data interpretations are based on inference from electrical or other measurements, Contractor 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's or his Sub-Contractor(s)'s 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 Gross Negligence and Wilful Misconduct.
25	PART-III, SECTION -III	SPECIAL TERMS AND CONDITIONS	New Clause addition	<p><u>11.0 POLLUTION & CONTAMINATION:</u> Notwithstanding anything to the contrary contained herein, it is understood and agreed by the Contractor and Company that the responsibility for pollution or contamination shall be as follows:</p> <p>i) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.</p> <p>ii) The Company shall assume all responsibility for all other pollution and contamination (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.</p> <p>iii) In the event, a third party commits an act or omission which results in pollution or contamination</p>

				for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.
26	PART-III, SECTION -III	SPECIAL TERMS AND CONDITIONS	New Clause addition	<p><u>12.0 LIABILITY FOR THE WELL OR RESERVOIR:</u></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 subsurface 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>v) Third party liabilities arising out of the above irrespective of the cause and the Company agrees</p>

				<p>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.</p> <p>- 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.</p>
27	PART-III, SECTION -III	SPECIAL TERMS AND CONDITIONS	New Clause addition	<p><u>13.0 LIMITATION OF LIABILITY:</u> Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts, 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>
28	PART-III, SECTION -III	SPECIAL TERMS AND CONDITIONS	New Clause addition	<p><u>14.0 INTELLECTUAL PROPERTY:</u> While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.</p>

29	PART-III, SECTION -III	SPECIAL TERMS AND CONDITIONS	New Clause addition	<p><u>15.0 IP INFRINGEMENT:</u> Contractor shall indemnify and hold the Company harmless from any third-party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to: (a) Specific modification or design of Contractor equipment or Services to meet Company's specifications, (b) Combination of Contractor's equipment or Services in combination of other equipment and/or services not recommended by Contractor, (c) Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or (d) Company's use of Contractor's equipment or Services that does not correspond to Contractor's published standards or specifications; in which case, the Company shall indemnify and hold the Contractor harmless.</p>
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2.0 All other terms and conditions of the Tender remain unchanged. Bidders are requested to submit their offer considering above amendments/notifications.

Oil India Limited
Bay Exploration Project