

**OIL INDIA LIMITED**

(A Government of India Enterprise)  
P.O. Duliajan, Pin – 786602  
Dist-Dibrugarh, Assam

**CORRIGENDUM**

Corrigendum No. 3 dated 13.04.2017 to IFB No. CDI3861P17

This Corrigendum No. 3 dated 13.04.2017 to IFB No. CDI3861P17 for “Hiring of Environmental Impact Assessment (EIA) study in 10 No. of Blocks of OIL located in Tinsukia, Sibsagar Charaideo and Dibrugarh districts of Assam for obtaining Environmental Clearance (EC) from the Ministry of Environment, Forests & Climate Change (MoEF &CC), New Delhi to Carry out onshore oil & gas development Drilling and Production of Hydrocarbons and laying of Pipelines” is issued to notify the following:

- 1) Bid Selling and Bid Closing/Bid Opening extended as per following:
  - i) Bid Closing Date & Time : Extended up to 27.04.2017 [11.00 Hrs(IST)]
  - ii) Bid Opening Date & Time : Extended up to 27.04.2017 [14.00 Hrs (IST)]
  - iii) Bid Selling Date & Time : Extended up to 20.04.2017 [15.30 Hrs (IST)]
  
- 2) Changes and addition of Clauses as per Annexure-I.

All other Terms and Conditions of the Bid Document remain unchanged.

Date: 13.04.2017

SR. OFFICER-CONTRACTS

Hiring of Services for Carrying Out Environmental Impact Assessment (EIA) study in 10 No. of Blocks of OIL located in Tinsukia, Sibsagar Charaideo and Dibrugarh districts of Assam for obtaining Environmental Clearance (EC) from the Ministry of Environment, Forests & Climate Change (MoEF &CC), New Delhi to Carry out onshore oil & gas development Drilling and Production of Hydrocarbons and laying of Pipelines.

S.No.	Tender Clause No.	Existing Tender Clause	Ammendment
<b>BID EVALUATION CRITERIA (BEC)</b>			
1	Page 1 of 5, BEC, 1.1.2	Bidder must have experience of at least one SIMILAR work of about Rs. 1,11,00,000.00 (Rupees One Crore Eleven Lakhs only) in previous 7 (seven) years reckoned from the original bid closing date with PSUs / Central Govt. / State Govt. Organization / any other Public Limited Company.	<p>1.1.2 Bidder must have experience in SIMILAR works of cumulative value of minimum Rs. 1,11,00,000.00 (Rupees One Crore Eleven Lakhs only) in previous 7 (seven) years reckoned from the original bid closing date with PSUs / Central Govt. / State Govt. Organization / any other Public Limited Company.</p> <p>OR</p> <p>Bidder must have experience in carrying out 5 (Five) Nos. of SIMILAR works in in previous 7 (seven) years reckoned from the original bid closing date with PSUs / Central Govt. / State Govt. Organization / any other Public Limited Company.</p>
<b>GENERAL CONDITIONS OF THE CONTRACT (GCC)</b>			
2	New GCC Clause No. 29	—	<p>Added Liability Clause</p> <p><b>29. LIABILITY:</b></p> <p>29.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.</p>

S.No.	Tender Clause No.	Existing Tender Clause	Ammendment
2	New GCC Clause No. 29	—	29.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

S.No.	Tender Clause No.	Existing Tender Clause	Ammendment
2	New GCC Clause No. 29	—	<p>29.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.</p> <p>29.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.</p> <p>29.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.</p>

S.No.	Tender Clause No.	Existing Tender Clause	Ammendment
2	New GCC Clause No. 29	—	<p>29.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.</p> <p>29.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.</p> <p>29.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.</p>

S.No.	Tender Clause No.	Existing Tender Clause	Ammendment
3	New GCC Clause No. 30	—	<p>Added Limitation of Liability Clause:</p> <p><b>30. LIMITATION OF LIABILITY:</b></p> <p>Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,</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.</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 100% of the 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>
4	New GCC Clause No. 31	—	<p>Added Consequential Damages Clause:</p> <p><b>31. CONSEQUENTIAL DAMAGE:</b></p> <p>Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.</p>

S.No.	Tender Clause No.	Existing Tender Clause	Ammendment
5	New GCC Clause No. 32	—	<p>Added Subsequently Enacted Laws Clause:</p> <p><b>32. SUBSEQUENTLY ENACTED LAWS:</b></p> <p>32.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) &amp; the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.</p> <p>32.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion/mobilization date will be to COMPANY's account.</p>

S.No.	Tender Clause No.	Existing Tender Clause	Ammendment
5	New GCC Clause No. 32	—	<p>32.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.</p> <p>32.4 Notwithstanding the provision contained in clause 32.1 to 32.2 above, the COMPANY shall not bear any liability in respect of:</p> <ul style="list-style-type: none"> <li>i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub-contractors and Agents etc.</li> <li>i. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.</li> <li>ii. Other taxes &amp; duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.</li> </ul> <p>32.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:</p> <ul style="list-style-type: none"> <li>i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.</li> <li>ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.</li> </ul>



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6	SCC Clause No. 10	<b>Schedule of Payment:</b>  The schedule of payment will be as follows: <table><thead><tr><th>PARTICULARS</th><th>%AGE</th></tr></thead><tbody><tr><td>(a) After Mobilisation &amp; Commencement of work.</td><td>5% of "A"</td></tr><tr><td>(b) After completion of collection of all primary and secondary data for EIA study and submission of the draft report.</td><td>(30% of "A")X Area of particular Block /Area of total 10 blocks</td></tr><tr><td>(c) After completion of Submission of Application to SPCB for conducting Public Hearing and completion of Public Hearing Meeting.</td><td>(20% of "A")X Area of particular Block /Area of total 10 blocks</td></tr><tr><td>(d) After submission and acceptance of Final EIA/EMP report.</td><td>(30% of "A")X Area of particular Block /Area of total 10 blocks</td></tr><tr><td>(e) After obtaining Environmental Clearance from MoEF, New Delhi.</td><td>(15% of "A") / 10* and (100% of "B") / 10*</td></tr></tbody></table>  Note: *Each Block wise payment to be made against Sl. Nos. (b), (c), (d) and (e).	PARTICULARS	%AGE	(a) After Mobilisation & Commencement of work.	5% of "A"	(b) After completion of collection of all primary and secondary data for EIA study and submission of the draft report.	(30% of "A")X Area of particular Block /Area of total 10 blocks	(c) After completion of Submission of Application to SPCB for conducting Public Hearing and completion of Public Hearing Meeting.	(20% of "A")X Area of particular Block /Area of total 10 blocks	(d) After submission and acceptance of Final EIA/EMP report.	(30% of "A")X Area of particular Block /Area of total 10 blocks	(e) After obtaining Environmental Clearance from MoEF, New Delhi.	(15% of "A") / 10* and (100% of "B") / 10*	<b>Schedule of Payment:</b>  The schedule of payment will be as follows: <table><thead><tr><th>PARTICULARS</th><th>%AGE</th></tr></thead><tbody><tr><td>(a) After Mobilisation &amp; Commencement of work.</td><td>5% of "A"</td></tr><tr><td>(b) After completion of collection of all primary and secondary data for EIA study and submission of the draft report.</td><td>(30% of "A")X Area of particular Block /Area of total 10 blocks</td></tr><tr><td>(c) After completion of Submission of Application to SPCB for conducting Public Hearing and completion of Public Hearing Meeting.</td><td>(20% of "A")X Area of particular Block /Area of total 10 blocks</td></tr><tr><td>(d) After submission and acceptance of Final EIA/EMP report.</td><td>(30% of "A")X Area of particular Block /Area of total 10 blocks</td></tr><tr><td>(e) After obtaining Environmental Clearance from MoEF, New Delhi.</td><td>(15% of "A") / 10* and (100% of "B") / 10*</td></tr></tbody></table>  Note: *Each Block wise payment to be made against Sl. Nos. (b), (c), (d) and (e).  <	PARTICULARS	%AGE	(a) After Mobilisation & Commencement of work.	5% of "A"	(b) After completion of collection of all primary and secondary data for EIA study and submission of the draft report.	(30% of "A")X Area of particular Block /Area of total 10 blocks	(c) After completion of Submission of Application to SPCB for conducting Public Hearing and completion of Public Hearing Meeting.	(20% of "A")X Area of particular Block /Area of total 10 blocks	(d) After submission and acceptance of Final EIA/EMP report.	(30% of "A")X Area of particular Block /Area of total 10 blocks	(e) After obtaining Environmental Clearance from MoEF, New Delhi.	(15% of "A") / 10* and (100% of "B") / 10*
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