

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
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AMENDMENT NO. 9 DATED 25.05.2021 TO IFB NO. CDG5704P21 FOR 'HIRING OF SERVICES FOR DRILLING OF DIRECTIONAL WELLS WITH RSS + MWD/LWD + JAR INCLUDING MUD SERVICES ALONG WITH PERSONNEL FOR A PERIOD OF 03 (THREE) YEARS IN THE STATES OF ASSAM & ARUNACHAL PRADESH'.

This Amendment to Tender No. **CDG5704P21** is issued to notify the following changes:

Sl. No.	Section/ Clause No.	Original Tender Clause	Amended Clause
PART-3, SECTION-III: SPECIAL CONDITIONS OF CONTRACT (SCC)			
1	17.0 (Page 141 of 245)	<p>LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:</p> <p>Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Wilful Misconduct or Gross Negligence on the part of the contractor for loss or damage to the contractor's equipment/ tool in hole below rotary table, subject to conditions prescribed herein below. Company shall at its option either reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of mobilization or subsequent replacement/ addition of the same equipment/ tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the contractor or at its option to replace similar equipment/ tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company only after contractor undertakes in prescribed format(Sample Copy Attached) that the particular</p>	<p>LOSS OF SUB-SURFACE EQUIPMENT:</p> <p>Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Wilful Misconduct or Gross Negligence on the part of the contractor for loss to the contractor's equipment/ tool in hole below rotary table, subject to conditions prescribed herein below. Company shall reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of import (for foreign items)/ purchase invoice (<i>for indigenous items</i>) or CIF value declared in the contract in the list of imported items (for foreign items) whichever is lower for any such loss, less depreciation @ 3% per month or part thereof from the date of import invoice/indigenous invoice up to a maximum depreciation equivalent to 50% of CIF/Ex-works value as indicated by the contractor.</p> <p>All such cost shall be payable by Company, provided the equipment/tool is not covered under Insurance and provided such equipment/tool are included in the exclusion list of the Insurance Policies submitted by the Contractor in terms of Clause 14.16 (vii) under GCC of the Contract. All such cost shall be payable only after contractor furnishes notarized undertaking in the prescribed format</p>

equipment/ tool is question is not covered by contractor's insurance. 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. The inspection of recovered tools/ equipment from down hole 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.

Note: No Mobilization cost would be payable towards replacement of LIH tools.

(Sample Copy Attached) to the extent that the particular equipment/ tool in question is not covered by contractor's insurance.

For claims of lost equipment/tools, contractor must intimate the Company of his intention to lodge claim in writing within one month of the declaration of lost tool by company and final claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier.

OIL shall declare the Loss in Hole immediately after the fishing operation is called off upon non-retrieval of the downhole items and intimate the Contractor, so that replacement and claim for the loss of downhole items can be done within the stipulated time. The contractor should replace the lost tool(s) within a stipulated time of 30 Days from the date of declaration of Lost In Hole by the company, failing which Zero rate will be applicable thereafter. During this period, payment at the rate of 75% of the Standby rates will be payable for the set from the time of declaration of the LIH only if the backup tools are in operational conditions. The company at its discretion may decide on utilization of the set without the back-up tool(s) considering the operational urgency and in such case ODR will be paid till the replenishment of tool(s) and equipment by the contractor is done after due inspection and certification by the company's representative. However, during the course of utilization of the backup tools and the same fails to operate, zero rate will be imposed immediately until replacement is provided and operation resumes.

In case of loss of indigenous items used in the downhole assembly which were declared and inspected as part of mobilization, will also be covered for LIH reimbursement on the basis of purchase invoice submitted during the time of mobilization.

Note:

1. No Mobilization cost would be payable towards replacement of LIH tools.
2. GST, if applicable on LIH, will be reimbursed by OIL.

2	<p>18.0 (Page 141 of 245)</p>	<p>DOCUMENTATION OF LOSS: Whenever any loss, damage or destruction to any of the Contractor's Equipment occurs, as stated in Clause-14.0 above, the Contractor shall immediately notify the same to OIL describing the loss/ damage. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor shall furnish in support thereof as noted below:</p>	<p>DOCUMENTATION OF LOSS: Whenever any loss, damage or destruction to any of the Contractor's Equipment occurs, as stated in Clause-17.0 above, the Contractor shall immediately notify the same to OIL describing the loss/ damage. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor shall furnish in support thereof as noted below:</p>
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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

Sample Format that the particular equipment/ tool is question not covered by contractor's insurance in case of Lost in Hole (LIH):

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

UNDERTAKING

Ref Clause No. 17.0 of the SCC (Part-3, Section-III) 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.
- (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 there is no insurance provision for the tools / equipment when they are below Rotary Table / well bore and are therefore 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