

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
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**AMENDMENT NO. 3 DATED 01.07.2023 TO TENDER NO. CDG3605P24
FOR 'HIRING THE SERVICES OF HYDRO-FRACTURING IN THE EXISTING
WELLS OF OIL INDIA LIMITED LOCATED IN OIL FIELDS OF ASSAM INCLUDING
SUPPLY OF CHEMICALS AND CONSUMABLES'.**

This Amendment to Tender No. **CDG3605P24** is issued to notify about the following:

- 1) Amendments to a few tender clauses are stipulated vide **ENCLOSURE-I** enclosed herewith.

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

Sd/-

(Z. Das)

Sr. Officer-Contracts(G)

For Chief General Manager-Contracts

**AMENDMENTS TO CLAUSES OF TENDER NO. CDG3605P24 FOR
HYDROFRACTURING OF WELLS**

Sl No.	Section/Clause No./Page No.	Clause
SECTION-III: SCC		
1)	New clause under SCC	<p><u>RISK PURCHASE:</u> In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations, OIL reserves the right to take over the site.</p>
2)	New Clause under SCC	<p><u>LOSS OF SUB-SURFACE EQUIPMENT:</u> 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 sub-surface equipment and the down hole tools in the hole below the X-mass tree. Company shall at its option either reimburse the Contractor for the value of lost equipment/tools as declared in the import invoices at the time of import (for foreign items)/ purchase invoice (for indigenous items) 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 costs shall be payable by Company only after Contractor has produced documentary evidence that the particular equipment/tools are not covered by Contractor's insurance policies. Contractor must furnish a notarized undertaking in the prescribed format (Proforma-LIH attached below) to the extent that the equipment/ tool in question is not covered by Contractor's insurance. For such claims, Contractor should notify the Company within one month. The inspection of recovered equipment from downhole need to be done by Company's representative before submission of the invoice by Contractor.</p>

PROFORMA-LIH

LIH-Claim Format

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

(TO BE NOTARIZED)

UNDERTAKING

Ref Clause of SCC: **LOSS OF SUB-SURFACE EQUIPMENT** 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 the tools / equipment which are below X-Mass tree or in the well bore provided under the above tender 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