

**OIL INDIA LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
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**AMENDMENT NO. 01 DATED 02.11.2019 TO TENDER NO. CDG2754L20 FOR HIRING OF MUD ENGINEERING SERVICES ALONG WITH CHEMICALS AND CENTRIFUGE SERVICES (ON CALL BASIS ONLY IF THE CENTRIFUGE IS NOT AVAILABLE AT THE SELECTED RIG) OF HYDRAGLYDE/PERFORMAX MUD SYSTEM FOR DRILLING 02(TWO) NOS. OF HIGH DEPTH, HIGH ANGLE DIRECTIONAL EOCENE WELLS (FOR DILLING OF 8.1/2"OIL STRING SECTIONS ONLY) AS A PILOT PROJECT IN ASSAM.**

This Amendment to Tender No. **CDG2754L20** is issued to notify the following:

- (A) The **Bid Closing/Opening date** against the tender has been extended till **26<sup>th</sup> November 2019**.
- (B) A new clause (Clause No. 34.0) has been incorporated under Part-3; Section-I (General Conditions of Contract) of the tender, which reads as below:

**34.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:**

34.1 Company shall pay to the Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in the contract. All payments will be made in accordance with the terms hereinafter described.

34.2 MANNER OF PAYMENT: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

34.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

34.4 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization when the entire tools, equipment and personnel are ready at site for starting the job as certified by Company representative. Payment of mobilization charges shall be made within 45 (forty-five) days following the date of receipt of undisputed invoices by Company.

34.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

34.6 Contractor will submit 03 (three) sets of all invoices duly super scribed 'Original' and 'Copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

34.7 Payment of monthly invoices, if undisputed, shall be made within 30 (thirty) days following the date of receipt of invoice by Company.

34.8 Company shall within 30 (thirty) days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 34.3 above.

34.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

34.10 Payment of Final demobilization charges shall be made if applicable within 45 (forty-five) days on receipt of invoice by Company accompanied by the following documents from the Contractor:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company.

34.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

**All other terms & conditions of the original tender will remain unchanged.**

Sd/-  
(B. Brahma)  
Manager – Contracts (G)  
For General Manager – Contracts (HoD)  
For Resident Chief Executive