

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
E-mail ID: contracts@oilindia.in
Website: www.oil-india.com

**AMENDMENT NO. 2 DATED 27.12.2021 TO IFB NO. CDH8989P22 FOR
'HIRING OF SERVICES FOR AIRBORNE GRAVITY GRADIOMETRY AND
GRAVITY MAGNETIC STUDIES (AGG & GM) FOR HYDROCARBON
EXPLORATION'.**

This Amendment to Tender No. CDH8989P22 is issued to notify about the following changes:

- 1) **PROFORMA-P** of the original tender document stands replaced with the **REVISED PROFORMA-P** attached herewith.

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

**PARENT/ULTIMATE PARENT/HOLDING/PROMOTER COMPANY'S
CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING**
(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding/Promoter Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding/Promoter Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor / The Guarantor confirms that the Guarantor has more than 50% share in the bidder company (in case of newly formed company as stipulated in BEC Clause No. 5.4).
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor has an **annual financial turnover** of equal to or more than **INR 40.00 Crores** during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is **positive** for preceding financial/ accounting year.
5. The Guarantor has **working capital** of equal to more than **INR 8.0 Crores** for the accounting year preceding the original bid closing date.
6. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

- (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the total contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
- (c) This Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

For and on behalf of
(Parent/Ultimate Parent/Holding/
Promoter Company (Delete whichever
not applicable))

Witness:

1.

2.

Witness:

1.

2.