

CORRIGENDUM

ADDENDUM NO. 03 DATED 25.08.2021

To

TENDER NO. SDI7731P22/03

This addendum is issued to incorporate the following new clause in addition to the existing:

Clause ref.	Clause Description
Annexure- B Bid Rejection Criteria : A.2 : Financial Clause 4.0 <i>(Addition of New Clause)</i>	<p>In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ ultimate parent/ holding company, then following documents need to be submitted:</p> <ul style="list-style-type: none">i) Turnover of the parent/ ultimate parent/ holding company should be in line with Para 1.0 of A.2 BRC-Financial.ii) Net Worth of the parent/ultimate parent/ holding company should be positive in line with Para 2.0 of A.2 BRC-Financial..iii) Corporate Guarantee (as per PROFORMA-8) on parent / ultimate parent/ holding company's company letterhead signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/ job in case the same is awarded to them.iv) Document of subsidiary company being 100% owned subsidiary of the parent/ ultimate parent/ holding company.

All other terms & conditions of the bid document remain unaltered.

sd/-
Amrit Loushon Bora
Sr. Manager Materials(FD)
For CGM-Materials(HoD)
For Resident Chief Executive

PROFORMA-8

**PARENT/ULTIMATE PARENT/ HOLDING 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 Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding 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.
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 have an annual financial turnover of minimum INR _____ Cr or USD _____ 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 undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. 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 100% of the order value 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
(Parent/Ultimate Parent/Holding Company)
(Delete whichever not applicable)

for and on behalf of
(Bidder)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.