OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
KG BASIN PROJECT
KAKINADA

Corrigendum No. 3 dated 28.07.2026 to OIL's E-tender no. CEG2068P27 for 'Hiring of agency for charter hire of helicopter services to support Drilling Operations in Krishna Godavari and Mahanadi Offshore Blocks on the East Coast of Indian waters for a period of 03 (Three) years extendable by another maximum 12 (Twelve) months at the same rates, terms and conditions.'

This Amendment to OIL's E-Tender No. **CEG2068P27** is issued to notify about the following:

1.0 The following terms and conditions shall be addition to all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

(i) Terms and conditions, of the Bidding Document shall stand modified to the extent indicated here below under column "Amended Clause" of Annexure- I to BID CORRIGENDUM-3 Revised PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC) is enclosed as Annexure- II to BID CORRIGENDUM-3 and REVISED TECHNICAL EVALUATION SHEET FOR BEC is enclosed as Annexure-III to BID CORRIGENDUM-3

(ii) Revised Schedule of Rates which shall be applicable is enclosed as Annexure- IV to BID CORRIGENDUM-3.

(iii) Revised Price-Bid Format/Proforma-B is enclosed as Annexure- V to BID CORRIGENDUM-3.

(iv) OIL's Reply to the Pre-Bid queries received from bidders before Pre-Bid Meeting is attached herewith as Annexure- VI to BID CORRIGENDUM-3.

2.0 All other terms and conditions of the tender remain unaltered.

Oil India Limited
KG Basin Project

Annexure- I to

BID CORRIGENDUM-3

Terms and conditions of the Bidding Document shall stand modified to the extent indicated here below under column "Amended Clause"

Sl No	CLAUSE NO	ORIGINAL CLAUSE	AMENDMENT CLAUSE
1.	**FORWARDING LETTER 2.0 j)**	Mobilization Time: Within 90 days, effective from the date of Mobilization notice issued by Company.	Mobilization Time: Within 120 days, effective from the date of Mobilization notice issued by Company.
2.	**FORWARDING LETTER 2.0 k)**	Bid Security Amount: **INR 4,47,04,000.00 Or USD 469,397.89** (Refer **Clause 11.0** of Part-1 Instruction to Bidders regarding Exemption from submission of Bid security.)	Bid Security Amount: **INR 5,18,86,000.00 Or USD 5,44,792.10** (Refer **Clause 11.0** of Part-1 Instruction to Bidders regarding Exemption from submission of Bid security.)
3.	**PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC)** **A. TECHNICAL EVALUATION CRITERIA**	The requirement for helicopters is as under: **Type of Helicopter** Helicopter with maximum AUW (All Up Weight) not to exceed 10000 kg (minimum 15-seating capacity – 13 passengers + 02 pilots) to cover minimum 375 NM	The requirement for helicopters is as under: **Type of Helicopter** Helicopter with maximum AUW (All Up Weight) not to exceed 10000 kg (minimum 15-seating capacity – 13 passengers + 02 pilots) to cover maximum 400 NM
4.	**PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC)** **A. TECHNICAL EVALUATION CRITERIA** **Clause No 6.0**	**Maintenance Facility:** The Bidder should have requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. Documentary evidence to this effect must be submitted along with the technical bid. In case the bidder presently does not have such facility, the bidder must confirm that they would create the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 prior to commencement of flying operations upon placement of LOA by Oil India Limited (OIL) but not later than 90 days of placement of Mobilization Notice i.e. within the	**Maintenance Facility:** The Bidder should have requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. Documentary evidence to this effect must be submitted along with the technical bid. In case the bidder presently does not have such facility, the bidder must confirm that they would create the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 prior to commencement of flying operations upon placement of LOA by Oil India Limited (OIL) but not later than 120 days of placement of Mobilization Notice i.e. within the

		allowed mobilization time. In case the Bidder fails to establish such a facility within the stipulated time frame, OIL shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 (half) % of total contract value, for each month of delay or part thereof. OR The Bidder should submit MOU/Agreement concluded by the Bidder with any other firm having requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. The MOU/Agreement should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this tender and shall be binding on them for the entire Contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this Contract will be with the Bidder.	allowed mobilization time. In case the Bidder fails to establish such a facility within the stipulated time frame, OIL shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 (half) % of total contract value, for each month of delay or part thereof. OR The Bidder should submit MOU/Agreement concluded by the Bidder with any other firm having requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. The MOU/Agreement should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this tender and shall be binding on them for the entire Contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this Contract will be with the Bidder.
5.	**PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC)** **A. TECHNICAL EVALUATION CRITERIA** **Clause No 13**	**Mobilization Period:** Bidders are required to confirm that they will mobilize the helicopter(s) in fully operational condition at Company nominated Heli base for services within 90 days from the date of issue of Mobilization Notice. No of Helicopters: 01 No. — Mobilization Period: 90 days from the date of the issue of Mobilization notice	**Mobilization Period:** Bidders are required to confirm that they will mobilize the helicopter(s) in fully operational condition at Company nominated Heli base for services within 120 days from the date of issue of Mobilization Notice. No of Helicopters: 01 No. — Mobilization Period: 120 days from the date of the issue of Mobilization notice
6.	**PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC)** **A. TECHNICAL EVALUATION CRITERIA** **Clause No 14**	The flying requirement of the helicopters that will be used for regular sorties shall be for around 60 hours per month. However, actual flying hours may vary as per the operational requirements of the Company. If required, Company may use the helicopters beyond the estimated hours per month per helicopter at the same rates, terms, and conditions.	The flying requirement of the helicopters that will be used for regular sorties shall be for around 90 hours per month. However, actual flying hours may vary as per the operational requirements of the Company. If required, Company may use the helicopters beyond the estimated hours per month per helicopter at the same rates, terms, and conditions. Maximum utilization of flying hours during the Contract period of three (03) years will be 25% more than the estimated quantity of flying hours (90 hrs x 12 months x 3 years). Firm period

			of the Contract will be over, unless extended as per the terms and conditions of the Contract, as soon as 125% of the estimated quantity of flying hours is utilized during the firm period of the Contract.
7.	**PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC)** **B. FINANCIAL EVALUATION CRITERIA:** **Clause No 1**	Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least INR 37.25 Crores or 3.92 Million USD (1 USD = INR 95.24 as on 01.06.2026).	Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least INR 43.24 Crores or 4.54 Million USD (1 USD = INR 95.24 as on 01.06.2026).
8.	**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK** **Clause No 3.1**	.... <u>Helicopter Type / Requirement for above</u> - Maximum AUW up to 10000 kgs (Minimum 13-Seater + 2 seats for pilots) to cover minimum 375 NM without re fuelling – 1 (One) No.	.... <u>Helicopter Type / Requirement for above</u> - Maximum AUW up to 10000 kgs (Minimum 13-Seater + 2 seats for pilots) to cover maximum 400 NM without re fuelling – 1 (One) No.
9.	**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK** **Clause No** **Sub Clause No 5.10**	The Helicopters must be capable of airlifting passengers to an offshore location at a one-way distance of 187.5 nautical miles (minimum) from shore at 35 degrees Celsius under favourable weather conditions as permitted by the Air Traffic Controller (ATC). The helicopter must carry a payload under Class-I performance as per payload charts.	The Helicopters must be capable of airlifting passengers to an offshore location at a one-way distance of 200 nautical miles (maximum) from shore at 35 degrees Celsius under favourable weather conditions as permitted by the Air Traffic Controller (ATC). The helicopter must carry a payload under Class-I performance as per payload charts.
10	**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK** **Clause No** **Sub Clause No 5.11**	The Helicopters offered must be capable of airlifting passengers to and from an offshore location at a one-way distance of 187.5 nautical miles (minimum) from Company's designated Heli Base without refuelling. The total minimum distance to be covered without refuelling is 187.5 x 2 = 375 nautical miles.	The Helicopters offered must be capable of airlifting passengers to and from an offshore location at a one-way distance of 200 nautical miles (maximum) from Company's designated Heli Base without refuelling. The total maximum distance to be covered without refuelling is 200 x 2 = 400 nautical miles.
11	**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK**	Rotary Wing Aircraft offered should be capable of transporting up to minimum 13 (Thirteen) passengers to offshore well locations as per requirement specified in Clause 3.0 above, with specifications to be provided in Table 4 below.	Rotary Wing Aircraft offered should be capable of transporting up to minimum 13 (Thirteen) passengers or as per the payload chart to offshore well locations as per requirement specified in Clause 3.0 above, with specifications to be provided in Table 4 below.

<table>
<tr><td></td><td>Clause No 7

Sub Clause No 7.1</td><td></td><td></td></tr>
<tr><td>12</td><td>TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK

Clause No 7

Sub Clause No 7.6</td><td>Flying Hourly Charges (FHC) excludes ATF price, which shall be supplied by the Contractor (Helicopter Operator) at the cost of the Company i.e. Oil India Limited at Visakhapatnam, Heli Base or any other permanent base of the Company in India. However, FHC is inclusive of all other charges like charges on account of the airport, hanger, parking, insurance, customs, <s>Ground handling</s> and airport handling charges etc.</td><td>Flying Hourly Charges (FHC) excludes ATF price, which shall be supplied by the Contractor (Helicopter Operator) at the cost of the Company i.e. Oil India Limited at Visakhapatnam / Bhogapuram Heli Base or any other permanent base of the Company in India. However, FHC is inclusive of all other charges like charges on account of the airport, hanger, parking, insurance, customs, and airport handling charges etc.</td></tr>
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Clause No 8</td><td>Technical Specifications of offered Helicopters- Bidders to provide information for each Helicopter offered as per the following Table:

<table><tr><td>OIL’s primary Requirement</td><td>Helicopter for crew change</td></tr><tr><td>Capacity (including 2 pilots)</td><td>Min 15-seater to cover minimum 375NM</td></tr></table></td><td>Technical Specifications of offered Helicopters- Bidders to provide information for each Helicopter offered as per the following Table:

<table><tr><td>OIL’s primary Requirement</td><td>Helicopter for crew change</td></tr><tr><td>Capacity (including 2 pilots)</td><td>Min 15-seater to cover maximum 400NM</td></tr></table></td></tr>
<tr><td>14</td><td>TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK

Clause No 8</td><td>Technical Specifications of offered Helicopters- Bidders to provide information for each Helicopter offered as per the following Table:

<table><tr><td>INSTALLED EQUIPMENT</td></tr><tr><td>Engine Air Particle Separator</td></tr><tr><td>Sky Connect</td></tr></table></td><td>Technical Specifications of offered Helicopters- Bidders to provide information for each Helicopter offered as per the following Table:

<table><tr><td>INSTALLED EQUIPMENT</td></tr><tr><td>Deleted</td></tr><tr><td>Deleted</td></tr></table></td></tr>
<tr><td>15</td><td>SPECIAL CONDITIONS OF CONTRACT (SCC)

Clause No 2.2</td><td>MOBILIZATION: A separate mobilization notice will be issued for hiring of the Air Logistics (Helicopter) Services after issuance of the Letter of Award (LOA). The mobilization of the helicopter with spares, consumables and personnel shall commence on the date of receipt of the ‘Mobilization Notice’ from the Company and continue until the Helicopter along with the spares, consumables and personnel are properly positioned at the nominated location and Contractor is ready for carrying out necessary trial runs on the drilling unit’s helideck for start of</td><td>MOBILIZATION: A separate mobilization notice will be issued for hiring of the Air Logistics (Helicopter) Services after issuance of the Letter of Award (LOA). The mobilization of the helicopter with spares, consumables and personnel shall commence on the date of receipt of the ‘Mobilization Notice’ from the Company and continue until the Helicopter along with the spares, consumables and personnel are properly positioned at the nominated location and Contractor is ready for carrying out necessary trial runs on the drilling unit’s helideck for start of</td></tr>
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<tr><td></td><td></td><td>operation as envisaged under the Contract, duly certified by the Company’s representative.

<table><tr><td>Particulars</td><td>Mobilization Time</td><td>Location</td></tr><tr><td>Mobilization of Helicopter with spares, consumables, and personnel as per Scope of Work</td><td>Within 90 days, effective from the date of Mobilization notice issued by Company</td><td>At Visakhapatnam/ Bhogapuram Heli Base.</td></tr></table></td><td>operation as envisaged under the Contract, duly certified by the Company’s representative.

<table><tr><td>Particulars</td><td>Mobilization Time</td><td>Location</td></tr><tr><td>Mobilization of Helicopter with spares, consumables, and personnel as per Scope of Work</td><td>Within 120 days, effective from the date of Mobilization notice issued by Company</td><td>At Visakhapatnam/ Bhogapuram Heli Base.</td></tr></table></td></tr>
<tr><td>16</td><td>SPECIAL CONDITIONS OF CONTRACT (SCC)

Clause No 6.6</td><td>The Contractor agrees to have the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 (Civil Aviation Requirements), for maintenance of the offered helicopter prior to commencement of flying operations upon placement of LOA by the Company but not later than 90 days from the issue of mobilization notice i.e. within the allowed mobilization time. The Contractor may also submit MOU/Agreement with any other firm having a requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopter. Notwithstanding the MOU/Agreement, the responsibility of completion of the job under this Contract will be with the Contractor. In the absence of such a facility or MOU, offered helicopter may not be accepted by the Company.</td><td>The Contractor agrees to have the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 (Civil Aviation Requirements), for maintenance of the offered helicopter prior to commencement of flying operations upon placement of LOA by the Company but not later than 120 days from the issue of mobilization notice i.e. within the allowed mobilization time. The Contractor may also submit MOU/Agreement with any other firm having a requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopter. Notwithstanding the MOU/Agreement, the responsibility of completion of the job under this Contract will be with the Contractor. In the absence of such a facility or MOU, offered helicopter may not be accepted by the Company.</td></tr>
<tr><td>17</td><td>SPECIAL CONDITIONS OF CONTRACT (SCC)

Clause No 7

Sub Clause No 7.2</td><td>The flying requirement shall be as under.

• Offshore Rig Support Helicopter: Around 60 hours per month.

The actual flying hours may vary as per the operational requirements of the Company.</td><td>The flying requirement shall be as under.

• Offshore Rig Support Helicopter: Around 90 hours per month.

The actual flying hours may vary as per the operational requirements of the Company.</td></tr>
<tr><td>18</td><td>SPECIAL CONDITIONS OF</td><td>Contractor shall arrange for transportation of all equipment, materials, consumables etc. from the</td><td>Contractor shall arrange for transportation of all equipment, materials, consumables etc. from the</td></tr>
</table>

	CONTRACT (SCC) **Clause No 9** **Sub Clause No 9.3**	port of importation/point of origin to the Company's Heli Base at ~~Sri Vijaya Puram~~ / Visakhapatnam and back at the end of the work at their own expense. Arrangement of Permits and payment of Entry Tax, if any, for bringing Contractor's equipment / materials / consumables to Company's Heli Base at Visakhapatnam shall be Contractor's responsibility and at their cost.	port of importation/point of origin to the Company's Heli Base at Visakhapatnam/ Bhogapuram and back at the end of the work at their own expense. Arrangement of Permits and payment of Entry Tax, if any, for bringing Contractor's equipment / materials / consumables to Company's Heli Base at Visakhapatnam / Bhogapuram shall be Contractor's responsibility and at their cost.
19	**SPECIAL CONDITIONS OF CONTRACT (SCC)** **Clause No 10** **Sub Clause No 10.4**	The Contractor shall be responsible to arrange at his cost the facilities relating to the hanger, storage space for spares, parking, repairs, personnel, accommodation, transport, security, communication, or any other facility deemed required to provide helicopter services at Sri Vijaya Puram or any other permanent base of the Company in India.	The Contractor shall be responsible to arrange at his cost the facilities relating to the hanger, storage space for spares, parking, repairs, personnel, accommodation, transport, security, communication, or any other facility deemed required to provide helicopter services at Visakhapatnam / Bhogapuram or any other permanent base of the Company in India.
20	**SPECIAL CONDITIONS OF CONTRACT (SCC)** **Clause No 10** **Sub Clause No 10.6**	The Contractor shall at its own expense provide accommodation, meals, and transport for his crews, while at the permanent base station in ~~Sri Vijaya Puram /~~ Visakhapatnam/Bhogapuram or any other permanent base of the Company in India.	The Contractor shall at its own expense provide accommodation, meals, and transport for his crews, while at the permanent base station in Visakhapatnam/Bhogapuram or any other permanent base of the Company in India.
21	**SPECIAL CONDITIONS OF CONTRACT (SCC)** **Clause No 10** **Sub Clause No 10.14**	The Contractor shall provide adequate personnel and facilities at the base for handling passenger baggage between the departure/arrival area and the helicopter. The Contractor shall also provide suitable conveyance for the movement of passengers between the Terminal building and helicopter, wherever required.	The Contractor shall provide adequate personnel and facilities at the base for handling passenger baggage between the departure/arrival area and the helicopter. The Contractor shall also provide suitable conveyance for the movement of passengers between the Terminal building and helicopter, wherever required. The charges for engaging the ground handling agency by the Contractor for facilitating the above shall be reimbursed by Oil India Limited (OIL) on actuals. Documentary evidence to be submitted along with the invoice.
22	**SPECIAL CONDITIONS OF CONTRACT (SCC)** **Clause No 11** **Sub Clause No 11.1**	**11.1** The downtime permissible for scheduled and unscheduled maintenance (where stipulated by the Contractor as a technical requirement and accepted by the Company) and payable by the Company pro-rata as per Fixed Monthly Charges (FMC) shall **be 04 (four) days per month per helicopter** and to which Contractor shall be entitled during the month.	**11.1** The downtime permissible for scheduled and unscheduled maintenance (where stipulated by the Contractor as a technical requirement and accepted by the Company) and payable by the Company pro-rata as per Fixed Monthly Charges (FMC) shall **be 04 (four) days per month per helicopter** and to which Contractor shall be entitled during the month. The

		However, the Contractor shall not be allowed to accumulate any leftover downtime period during the tenure of the Contract. If AOG (Aircraft on Ground) days in respect of the helicopter exceed the Free Downtime days available in any month, then charges (FMC) will be made on a pro-rata basis for days the helicopter is available during the month. In case the AOG period of the helicopter exceeds more than (04) four days on any three months consecutively during the tenure of the Contract, the Contractor shall replace the faulty helicopter within 30 calendar days with another of the same specification as per the Contract. All costs associated with this process shall be fully borne by the Contractor.	Contractor shall be allowed to accumulate maximum up to 08 days of downtime period anytime during the tenure of the contract. If AOG (Aircraft on Ground) days in respect of the helicopter exceed the Free Downtime days available in any month, then charges (FMC) will be made on a pro-rata basis for days the helicopter is available during the month. In case the AOG period of the helicopter exceeds more than (04) four days on any three months consecutively during the tenure of the Contract, the Contractor shall replace the faulty helicopter within 30 calendar days with another of the same specification as per the Contract. All costs associated with this process shall be fully borne by the Contractor.
23	**SPECIAL CONDITIONS OF CONTRACT (SCC)** **Clause No 11** **Sub Clause No 11.6**	Notwithstanding anything stated here above, the following time gap between the two sorties shall be allowed for the Contractor to carry out their running repairs and maintenance of helicopters: a) 45 minutes, in cases where the helicopter has flown from the base and returns to the base to undertake another sortie during the same day.	Notwithstanding anything stated here above, the following time gap between the two sorties shall be allowed for the Contractor to carry out their running repairs and maintenance of helicopters: a) 90 minutes, in cases where the helicopter has flown from the base and returns to the base to undertake another sortie during the same day.
24	**SPECIAL CONDITIONS OF CONTRACT (SCC)** **Clause No 12** **Sub Clause No 12.1**	ATF (Aviation Turbine Fuel) shall be supplied by the Contractor (Helicopter Operator) at the cost of the Company i.e. Oil India Limited at Sri Vijaya Puram (Port Blair), Heli Base or any other permanent base of the Company in India. The cost of ATF will be reimbursed by the Company to the contractor on receipt of the Tax Invoice and original vouchers of the ATF supplier, for the amount/quantity supplied to the Helicopter(s) designated for the Company. For such claim, the contractor shall not raise a separate invoice. Contractor shall act as PURE AGENT as per GST law. For test flights, maintenance flights, non-revenue flights, etc. ATF charges shall be borne by the Contractor. Flying Hourly Charges (FHC) excludes ATF price, which shall be supplied by the Contractor (Helicopter Operator) at	ATF (Aviation Turbine Fuel) shall be supplied by the Contractor (Helicopter Operator) at the cost of the Company i.e. Oil India Limited at Visakhapatnam / Bhogapuram, Heli Base or any other permanent base of the Company in India. The cost of ATF will be reimbursed by the Company to the contractor on receipt of the Tax Invoice and original vouchers of the ATF supplier, for the amount/quantity supplied to the Helicopter(s) designated for the Company. For such claim, the contractor shall not raise a separate invoice. Contractor shall act as PURE AGENT as per GST law. For test flights, maintenance flights, non-revenue flights, etc. ATF charges shall be borne by the Contractor. Flying Hourly Charges (FHC) excludes ATF price, which shall be supplied by the Contractor (Helicopter Operator) at

		the cost of the Company i.e. Oil India Limited at Visakhapatnam/Bhogapuram, Heli Base or any other permanent base of the Company in India. However, FHC is inclusive of all other charges like charges on account of the airport, hanger, parking, insurance, customs, ~~Ground handling~~ and airport handling charges etc."	the cost of the Company i.e. Oil India Limited at Visakhapatnam/Bhogapuram, Heli Base or any other permanent base of the Company in India. However, FHC is inclusive of all other charges like charges on account of the airport, hanger, parking, insurance, customs, and airport handling charges etc."
25	**SCHEDULE OF RATES (SOR)**	The following rates shall be applicable for various charges under this Contract. Payment will be made accordingly for actual work done: SL / Description of Services / UOM / QTY a / b / c / d 2 / Flying Hourly Charges (FHC) / Hourly / 2160	The following rates shall be applicable for various charges under this Contract. Payment will be made accordingly for actual work done: SL / Description of Services / UOM / QTY a / b / c / d 2 / Flying Hourly Charges (FHC) / Hourly / 3240
26	**SCHEDULE OF RATES (SOR)** **Clause No 3** **Sub Clause No 3.3**	During the ferry of the helicopter from ~~Sri Vijaya Puram (Port Blair) Heli base to~~ Visakhapatnam/ Bhogapuram Heli base ~~or~~ to any other permanent base/location in India of the Company, fixed Monthly Charges will be paid for five (05) days from the date of release of the helicopter [which shall be no later than two (02) days after receipt of instruction from the Company], beyond which fixed Monthly Charges will not be paid until arrival of the helicopter at nominated location in India as instructed by the Company.	During the ferry of the helicopter from Visakhapatnam / Bhogapuram Heli base to any other permanent base/location in India of the Company, fixed Monthly Charges will be paid for five (05) days from the date of release of the helicopter [which shall be no later than two (02) days after receipt of instruction from the Company], beyond which fixed Monthly Charges will not be paid until arrival of the helicopter at nominated location in India as instructed by the Company.
27	**SCHEDULE OF RATES (SOR)** **Clause No 4** **Sub Clause No 4.3**	FHC is inclusive of all other charges like charges on account of the airport, hanger, parking, insurance, customs, ~~Ground handling~~ and airport handling charges, etc.	FHC is inclusive of all other charges like charges on account of the airport, hanger, parking, insurance, customs, and airport handling charges, etc.
28	**SCHEDULE OF RATES (SOR)** **Clause No 4** **Sub Clause No 4.4**	Company may use the helicopter for offshore operations beyond 60 hours per month.	Company may use the helicopter for offshore operations beyond 90 hours per month.
29	**SCHEDULE OF RATES (SOR)**	The Contractor shall bear all other applicable airport charges like parking, landing, and route & navigation	The Contractor shall bear all other applicable airport charges like parking, landing, and route & navigation

	Clause No 7 **OTHER AIRPORT CHARGES:**	charges, etc. to airport authorities for the conduct of flights.	charges, etc. to airport authorities for the conduct of flights. The charges for engaging the ground handling agency by the Contractor for handling passenger baggage between the departure/arrival area and the helicopter and to provide suitable conveyance for the movement of passengers between the Terminal building and helicopter, shall be reimbursed by Oil India Limited (OIL) on actuals. Documentary evidence to be submitted along with the invoice.

Annexure- II to

BID CORRIGENDUM-3

REVISED PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS:

The bid shall conform generally to the specifications and terms and conditions given in the Bid Document. Bidders are advised not to take any exception / deviation to the Bid Document. Exceptions / Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / non-conforming bids may not be considered and rejected outright.

1.1 GENERAL CONFORMITY:

Bids will be rejected in case the equipment and services offered do not conform to the required parameters as stipulated in the technical specifications of this bidding document. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and will not be considered for evaluation.

A. TECHNICAL EVALUATION CRITERIA

The requirement for helicopters is as under:

Type of Helicopter	Duration	Quantity	Remarks
Helicopter with maximum AUW (All Up Weight) not to exceed 10000 kg (minimum 15-seating capacity – 13 passengers + 02 pilots) to cover maximum 400 NM	3 years (tentatively from 01.04.2027)	01 Firm	Required for crew change between Offshore Drilling Unit operating in ultra deep-water blocks and Heli Base at Visakhapatnam.

All Helicopters shall be Twin engine, passenger version, IFR (Instrument Flight Rules) rated.

Notes:

(i) The helicopters offered should strictly conform to the specifications and also to the DGCA norms in toto. Company and / or its nominated agency may carry out periodic inspections of helicopters to ascertain whether the machines are being maintained properly as per norms. This inspection would be in addition to the mandatory DGCA inspection certification.

(ii) Bidders to note that in case of any regulation of DGCA being superior to what is specified in the tender, DGCA's regulation shall prevail.

2.0 EXPERIENCE OF AIR LOGISTICS SERVICE PROVIDER:

2.1 The Bidder should have Air Logistic support (Helicopter operations) experience for offshore helicopter operations for a minimum period of 3 years with a satisfactory safety record to his credit for a twin-engine Cat 'A' certified Helicopter duly equipped for offshore operations for carrying minimum 11 passengers plus two crew members.

2.2 The Bidder should have a minimum 3600 hours (multi engine) flying experience in providing helicopter services in offshore during last three (03) years, reckoned from the original bid closing date.

2.3 The Bidder should have executed at least one (01) number of Contract of providing helicopter services in offshore for minimum of 500 hours (multi engine) flying experience during last three (03) years, reckoned from the original bid closing date. [Note: Ongoing contracts having satisfactory completion of minimum flying hours as above shall also be considered as executed for evaluation purpose].

2.4 The bidder's experience in ongoing contract involving multiple services (with no inter-dependence) shall also be considered in meeting the experience under 2.1 and 2.2 above, subject to condition that the relevant service has been satisfactorily completed.

2.5 To substantiate the experience under the Clauses 2.1, 2.2 and 2.3 above, the Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts / satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective Contract number and types of services) such as:

(i) Satisfactory completion certificate / performance report

(OR)

(ii) Proof of release of Performance Security after completion of the contract

(OR)

(iii) Proof of settlement / release of final payment against the contract

(OR)

(iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts as cited above.

(v) Documents confirming to ongoing contract having satisfactory completion of minimum flying hours as per the above clauses 2.2 and 2.3.

3.0 Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.2.1, A.2.2 and A.2.3 above, can also quote under the categories listed below:

3.1 Eligibility & Experience criteria for Indian Joint Venture bidder:

In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in Clause Nos A.2.1, A.2.2 and A.2.3 above should be met as under:

(i) The Joint Venture Company by itself should meet the experience criteria

(Or)

(ii) The Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting company of the JV Partner or subsidiary / co-subsidiary / sister subsidiary / parent / holding / affiliating / associate company or through any other arrangement like technical collaborator for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.

(iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno-commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract.

(iv) Members of the JV are not allowed to quote separately / independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

(v) Constitution of Joint Venture: The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes any alterations / changes in the constitution or replacement or inclusion or expulsion of any partner(s) / member(s) of the Joint Venture which had originally submitted the bid, to drive some advantages / benefits based on any development(s) having come to his knowledge at any time, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

(vi) Indian companies / Joint Venture companies (Incorporated JV): Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval **is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price bid opening**. Confirmation to this effect and declaration on the same to be provided as part of their technical offer.

3.2 Eligibility criteria in case bid is submitted based on technical experience of another company (supporting company) which holds more than 50% (fifty percent) of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries, or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC Clause Nos A.2.1, A.2.2 and A.2.3 above and are quoting based on the experience of another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company either directly or through intermediate subsidiaries, or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC Clause Nos A.2.1, A.2.2 and A.2.3 above and should not rely on any other company or through any other arrangement like technical collaboration agreement.

In that case, as the bidding company is dependent upon the technical experience of another company, with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements / Guarantees / Undertakings along with the techno-commercial bid:

(i) An Agreement (**as per format enclosed at Annexure-I(a)** between the bidder and the supporting company.

(ii) Guarantee (**as per format enclosed at Annexure-I(b)** by the supporting company to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at **Annexure-I(c)**, equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company in case the supported bidding company is the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of performance security amount to be submitted by the bidder and additional performance security amount required to be submitted by the supporting company subject to the condition that supporting company have more than 50% paid up equity share capital of the bidder either directly or through intermediate subsidiaries, or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(iv) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall also be invoked by OIL INDIA LIMITED due to non-performance of the contractor.

Note: In case Supporting Company fails to submit Bank Guarantee as per (iii) above, bid security submitted by the bidder shall be forfeited.

3.3 Eligibility Criteria in case bids are submitted on the basis of Technical Experience of the Parent / Subsidiary Company:

Offers of those Primary bidder who themselves do not meet the experience criteria as stipulated in Clause Nos A.2.1, A.2.2 and A.2.3 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company]. However, the parent / subsidiary company of the bidder should on its own meet the experience as stipulated under Clause Nos A.2.1, A.2.2 and A.2.3 above and should not rely for meeting the experience criteria on its sister subsidiary / co-subsidiary company or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.

In case of Primary bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent / subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose the following with the techno-commercial bid:

(i) An Agreement (**as per format enclosed as Annexure-II**) between the (bidder and supporting company)

(ii) Guarantee (**as per format enclosed as Annexure-III**) from the parent / subsidiary company (supporting company) to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.

(iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall also be invoked by OIL due to non-performance of the contractor.

3.4 Eligibility Criteria in case bid is submitted on the basis of Technical Experience of Sister-Subsidiary / Co-Subsidiary Company:

Offers of those primary bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.2.1, A.2.2 and A.2.3 above can also be considered based on the experience criteria of their sister-subsidiary / co-subsidiary company within the ultimate parent / holding company subject to meeting of the following conditions:

(i) Provided that the sister-subsidiary / co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent / holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent / holding company or through any other wholly owned subsidiary company within the ultimate / holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company along with the technical bid.

(ii) Provided that the sister subsidiary / co-subsidiary company on its own meets the experience criteria stipulated in the Clause Nos A.2.1, A.2.2 and A.2.3 above and not through any other arrangement like Technical Collaboration agreement.

(iii) Provided that with a view to ensure commitment and involvement of the sister subsidiary / co-subsidiary company for successful execution of the contract, the participating bidder submits an Agreement, as per format furnished vide **Annexure-IV**, between their Sister Subsidiary / Co-Subsidiary Company and the Ultimate Parent / Holding Company of both the bidder and the Sister Subsidiary / Co-Subsidiary, along with the technical bid.

Note: In case of Clauses 3.3 & 3.4 above, bidders shall submit the following additional documents:

a) Undertaking by the subsidiary / parent company to provide a Performance Security (**as per format and instructions enclosed vide Annexure-I(c)**), equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the bidding company is the successful bidder.

Note to a): In case subsidiary / parent company fails to submit Performance Bank Guarantee as per (a) above, Bid Security submitted by the bidder shall be forfeited.

b) In cases where subsidiary / parent companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security to be submitted by the subsidiary / parent / sister company. In such case bidding company shall furnish an undertaking that their subsidiary / parent / sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

c) Undertaking from the subsidiary / parent company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by them shall also be invoked by OIL INDIA LIMITED due to non-performance of the contractor.

4.0 Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works / jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down under Clause Nos A.2.1, A.2.2 and A.2.3 above.

5.0 Indian companies / Joint Venture companies (Incorporated JV): Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA (Secretariat for Industrial Assistance), prior to the date of price bid opening.

6.0 Maintenance Facility:

The Bidder should have requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. Documentary evidence to this effect must be submitted along with the technical bid. In case the bidder presently does not have such facility, the bidder must confirm that they would create the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 prior to commencement of flying operations upon placement of LOA by Oil India Limited (OIL) but not later than 120 days of placement of Mobilization Notice i.e. within the allowed mobilization time. In case the Bidder fails to establish such a facility within the stipulated time frame, OIL shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 (half) % of total contract value, for each month of delay or part thereof.

OR

The Bidder should submit MOU/Agreement concluded by the Bidder with any other firm having requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. The MOU/Agreement should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this tender and shall be binding on them for the entire Contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this Contract will be with the Bidder.

7.0 Title / Ownership:

The Air Logistics Service Company/Companies, should own/possess the helicopters. Proof of ownership/possession of title evidenced (valid back-to-back lease arrangement with registered owner) by a currently valid registration certificate of the helicopters offered shall be enclosed along with the technical bid. In case the Bidder is not the owner, a copy of the agreement with the registered owner of the helicopter(s) offered duly endorsed by a notary confirming that the said helicopter(s) shall be placed on lease, at the disposal of the Bidder for operation/maintenance of the subject helicopter(s) for the intended contract period including extensions, if any, giving OIL's tender reference shall be enclosed along with the technical bid. The said agreement with the owner of the helicopter(s) shall specify the following:

a) It is applicable for the tender under reference.

b) An undertaking from the owner that the said Agreement shall be kept valid for the entire period of contract including extensions, if any, (if awarded) to the bidder under this tender.

8.0 Identification of Helicopters:

8.1 All the bidders are required to clearly identify the Helicopters with a call sign at the time of submission of the technical bid with documentary proof thereof.

8.2 In case the owner of the helicopters himself is the bidder, the certificate confirming the availability of the helicopters for this contract, shall be furnished by the owner himself.

8.3 In case of the leased helicopter(s) or proposed purchase of helicopter(s), the bidders are required to submit along with the technical bid, a copy of the Memorandum of Understanding/ Agreement of lease/purchase of helicopter(s), concluded with the owner of the helicopter(s), **specifically for this tender**. This must be duly supported by documentary proof of ownership of the helicopter(s) in the form of a registration certificate of the helicopter(s). The above MOU/agreement must be valid throughout the validity of the bid. The successful bidder shall be required to keep the MOU/Agreement valid for the period of the contract and any extension thereof.

8.4 The MOU/Agreement must clearly indicate that the Helicopter Call Sign/Serial No. _____________ is not being offered by the owner to anybody else other than

__________________ (name of the bidder) to participate in OIL's tender No.___________________.

8.5 In case a bidder proposes to deploy new helicopter(s) under manufacture, then a copy of order acceptance by the manufacturer indicating the delivery schedule, make and serial number allotted to the helicopter(s) is to be enclosed with the technical bid. The delivery date of the helicopter(s) should match the mobilization schedule indicated in the tender.

8.6 Bidder may identify more than one helicopter(s) against each of the helicopters offered, giving complete technical details for evaluation along with a copy of the MOU/Agreement for this tender. Bidders will have to mobilize the helicopter(s) out of this identified helicopter(s), which are found acceptable to OIL.

8.7 Offers with helicopter(s) identified but with the condition "subject to availability" shall also be considered for techno-commercial evaluation. The bidders, however, have to confirm the availability of the offered helicopter(s) one day prior to the price bid opening. Offered helicopter(s) whose availability is not confirmed by the bidder will not be considered. The date of price bid opening will be intimated to the short-listed bidders along with seeking the confirmation of the availability of helicopter(s) offered on "subject to availability.

9.0 Substitution:

Bidders would not be allowed to substitute the Helicopter once offered by them in their bid during the period of bid validity. If more than one helicopter is offered by a bidder for each quoted helicopter, all the Helicopter would be techno-commercially evaluated. The bidder can mobilize any 01 of the available Helicopter found techno-commercially acceptable by OIL but the name of the helicopter to be mobilized by the bidder would have to be furnished by the bidder within 21 days of placement of Letter of Award of Contract (LOA). However, the bidder can substitute the offered Helicopter while extending the bid validity, if sought, during tender processing, however, in such cases, the bidder should submit relevant documents for technical evaluation as per the requirement of the tender. The Helicopter already offered by one bidder in this tender in their original bid at the time of Technical Bid Opening or thereafter will not be accepted for substitution by other bidders irrespective of the present status of the owner's commitment for the helicopter, during the tendering process.

10.0 Others:

a) The bidder shall arrange & submit a Non-Scheduled Operator's Permit (NSOP) and a copy of approval from DGCA, India for operation and maintenance of the type of helicopters offered in the bid for offshore operation before the same is mobilized. The bidder will give an undertaking along with the techno-commercial bid that they shall arrange and submit the above-mentioned documents to OIL before mobilization of the helicopters.

b) The bidder shall give an undertaking that while operating in India under this bid, he would follow and abide by the conditions laid down by the Director General of Civil Aviation of India as applicable on the date of commencement of operation for Company and as may be modified from time to time. No deviation from this shall be accepted. Bidders shall keep themselves abreast of the latest DGCA guidelines while submitting their bids.

c) The bidder shall be solely responsible for obtaining at its cost, before commencement of services under the Contract (if awarded to them), all statutory licenses from DGCA or any other Govt. agency for operating the helicopters in India.

d) Helicopter Operator to have a program in place to ensure all components are within life or changed accordingly when required.

11.0 Bidder must confirm in their unpriced techno-commercial bid the following:

a) The pilots to be deployed by the Contractor shall have the experience as per DGCA guidelines. The Contractor shall also provide necessary evidence of their flying experience to the Company.

All details of pilots to be deployed shall be submitted to the Company (15) fifteen days prior to the scheduled date of commencement. Bidder shall give an undertaking that they will comply with this requirement.

b) A self-declaration certificate is to be attached by the bidder to the effect that the offered helicopters are fully IFR equipped and that the IFR equipment is in absolute working order.

c) The helicopters shall be fitted with fully automatic water-activated flotation gear and shall be suitable for offshore/maritime operations.

d) Foreign pilots and engineers required to operate and maintain the helicopter, shall undergo the necessary security clearances as per DGCA regulations.

e) Indian regulations relating to operations and maintenance of the helicopter stipulated for leased aircraft operations shall be complied with by the helicopter operator.

f) Foreign operator(s) shall continue to hold a valid operating permit from their parent country.

g) Violations of Indian safety and operating regulations shall be subject to action by DGCA, India.

12.0 Bidder must furnish the following certificates along with the unpriced Techno-commercial. bid from Regulatory authorities.

a) Current/revalidated copy of the Airworthiness Certificate of the helicopters offered issued by DGCA.

b) Current/valid Registration Certificate of all the helicopters offered.

c) Copy of valid air operators/air carriers license for helicopter operations and maintenance.

d) In case helicopters under manufacture have been offered, bidders confirm that they would fulfil the requirements under (a) & (b) above before the commencement of operations. Further, they should fulfil the requirement for new helicopters as mentioned under the clause relating to "Identification of Helicopters".

13.0 Mobilization Period:

Bidders are required to confirm that they will mobilize the helicopter(s) in fully operational condition at Company nominated Heli base for services within 120 days from the date of issue of Mobilization Notice.

No of Helicopters	Mobilization Period
01 No.	120 days from the date of the issue of Mobilization notice

14.0 The flying requirement of the helicopters that will be used for regular sorties shall be for around 90 hours per month. However, actual flying hours may vary as per the operational requirements of the Company. If required, Company may use the helicopters beyond the estimated hours per month per helicopter at the same rates, terms, and conditions.

B. FINANCIAL EVALUATION CRITERIA:

1.0 **Annual Financial Turnover** from operation of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **INR 43.24 Crores** or **4.54 Million USD (1 USD = INR 95.24 as on 01.06.2026).**

2.0 The **Net worth** of the bidder must be Positive for the financial / accounting year preceding the original bid closing date.

Note:

i. **Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

ii. **Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

3.0 If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. B. 1.0 & 2.0 above) by itself, it can submit the bid based on the financial strength of its JV member having more than 26% stake in the JV Company and the following need to be complied/submitted:

i. Annual Financial Turnover from operation of the member having more than 26% stake in the JV during any of preceding 03 (Three) financial / accounting years from the original bid closing date shall be as per Clause 4.1 above.

ii. Net worth of the member having more than 26% stake in the JV (supporting company) should be positive for the financial /accounting year preceding the original bid closing date as per Clause 4.2 above.

iii. Corporate Guarantee (**ANNEXURE-V**) on the letter head of the member having more than 26% stake in the JV signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them.

iv. An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till execution of the contract is accomplished.

v. A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.

4.0 In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent / ultimate parent / holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent / ultimate parent / holding company, then documents need to be submitted along with the technical bid in support of the following:

i. Annual Turnover from operation of last three accounting years of the parent / ultimate parent / holding company (supporting company) shall be as per Clause B, 1.0 above.

ii. Net worth of the parent / ultimate parent / holding company (supporting company) shall be positive for the financial / accounting year preceding the original bid closing date as per Clause B, 2.0 above.

iii. **Corporate Guarantee (ANNEXURE-VI)** on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them.

iv. A certificate from the statutory Auditor of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

Note: The above certificate should not be more than 30 days old as on the original bid closing date.

5.0 Notes to BEC Clause B, 1.0 & 2.0 above:

a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

i. Audited Balance Sheet along with Profit & Loss account.

OR

ii. A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-H**.

Note:

i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

6.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-L**.

7.0 In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

8.0 Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned above in Para B, 1.0 & B, 2.0.

C. COMMERCIAL EVALUATION CRITERIA:

1.0 Bids shall be submitted under **Single-Stage Two-Bid System** i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and **Revised Priced Bid** as per **Revised Proforma-B** uploaded in the Corrigendum/ "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright

2.0 The prices / rates offered quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates / prices quoted must be net of all discount.

3.0 Bids with shorter validity (i.e., less than **120 days** from the scheduled bid closing date) will be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach **OIL INDIA LIMITED, (KG Basin Project (KGB & MBP), Down Town Building, 3rd Floor, Door No. 70-14-16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh – 533003)** before bid closing date & time. The original bid security should necessarily be submitted in physical form, in a sealed envelope, prominently super-scribing tender reference and details of bidder. A scanned copy of the bid security shall however be uploaded in OIL's e-procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

5.0 **Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA-J** of the tender document. The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

6.0 Bids submitted after the Bid Closing Date and Time will be rejected.

7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

8.0 Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

10.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

11.0 Any Bid containing false statement will be rejected.

12.0 Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India.

13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in **"Revised Price Bid Format" (Revised Proforma-B)** of Bid Document; otherwise, the Bid will be summarily rejected.

14.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

i. Firm Price
ii. Bid Security Clause
iii. Scope of Work
iv. Specifications
v. Price Schedule
vi. Period of validity of bid
vii. Liquidated damage and penalty clause
viii. Performance Guarantee clause
ix. Arbitration / resolution of Dispute
x. Force Majeure
xi. Acceptance of jurisdiction and Applicable Law
xii. Tax Liabilities Clause
xiii. Safety & Labour Law
xiv. Termination Clause
xv. Integrity Pact
xvi. Insurance
xvii. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid.

15.0 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. However, the original bid security should necessarily be submitted in physical form, in a sealed envelope.

16.0 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **APPENDIX-1** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

17.0 The bidder shall submit an undertaking/declaration as per **APPENDIX-2**. confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

18.0 The originals of the documents submitted by the bidder shall have to be produced by the bidder(s) to OIL as and when asked for.

19.0 **Performance Security**: Successful bidder shall be required to furnish a Performance Security equivalent to **five (5%) percent** of total Contract Cost within **30 days** of receipt of LOA / notification of award. The Performance Bank Guarantee must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation / termination of award besides other penal actions as per OIL's Banning Policy.

D. PRICE EVALUATION CRITERIA:

The parties whose bids conform to the technical specifications, terms and conditions stipulated in the bidding document and are considered to be responsive after subjecting to Bid Evaluation Criteria mentioned above and such bids will be considered for further evaluation as per the Price Evaluation Criteria given below:

1.0 The bidders must quote their charges / rates in the manner as called for vide " Revised Schedule of Rates" under Section-IV and the summarized Revised Price Bid Format vide enclosed **Revised PROFORMA-B/Price Bidding Format**.

2.0 In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.

3.0 **Priced Bids shall be evaluated taking into account the Price quoted as per Revised Proforma-B/ Price Bidding Format including quoted GST.**

4.0 Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.

5.0 The quantities shown against each item in the "**Revised Price Bid Format (i.e. in** Revised **Proforma-B)**" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of months / number of days / parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of months / number of days / parameters, as the case may be.

6.0 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

7.0 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

8.0 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lots.

9.0 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

10.0 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

11.0 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

12.0 If a bidder quotes Total Charges/Consideration as NIL, the bid shall be treated as unresponsive and will not be considered.

13.0 Priced Bid Evaluation

Price Evaluation of all the technically qualified bids will be done on the basis of rates quoted by the bidder as per **Revised PROFORMA-B**. However, bidders must comply with the limits indicated against each of the following rates:

The bidder's price shall be worked out as under:

- Fixed Monthly Charge (FMC)
- Flying Hourly Charges (FHC)
- Mobilization Charge (M)
- Demobilization Charge (DM)

TOTAL ESTIMATED CONTRACT COST FOR THE AIR LOGISTICS SERVICES AND MANPOWER ETC. INCLUDING GST AND ALL OTHER TAXES & DUTIES (EXCEPTING BASIC CUSTOMS DUTY ON ELIGIBLE IMPORTED ITEMS),
T = [M + DM + FMC+ FHC]

NOTES:

(a) The items M, DM, FMC, FHC & Ferry are as defined in Schedule of Rates.
(b) Bid evaluation will be carried out based on the sum of the total price quoted including GST. However, payment will be made against the actual job done.
(c) Mobilization of the Air Logistics (Helicopter) Services will be to Company's Heli base at Visakhapatnam/Bhogapuram and demobilization of the Air Logistics (Helicopter) Services will be from Company's Heli base at Visakhapatnam/Bhogapuram as detailed in SOW.
(d) Force Majeure Rate shall not be considered for price bid evaluation.

13.1 Mobilization charges quoted by the bidder for the helicopter shall not exceed 7.5% of the total quoted value for the helicopter for that category. However, mobilization charges if quoted in excess of 7.5% of the total quoted value, the excess amount shall be deducted from the mobilization invoice and the same will be paid at the end of the contract.

13.2 Demobilization charges quoted by the bidder for the helicopter shall not be less than 0.5% of the total quoted value for the helicopter for that category. If De-mobilization charges are quoted in deficit or less than 0.5% of the total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.

13.3 Force Majeure Day Rate of the Air Logistics (Helicopter) Services shall be 75% of the Fixed Monthly Charges divided by 30 days. (This rate will not be considered for price evaluation).

14.0 To ascertain the inter-se-ranking, Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

15.0 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

16.0 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids / revised Price Bids (if any) and Company would not undertake any responsibility whatsoever in this regard.

17.0 Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered) along with all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated specifically.

Note: Bidder to note that if upon opening of price bid, OIL discovers that bidder has mentioned GST as extra without specifying the rates & amount, the offer entered into GeM Portal will be final and OIL will be considered the base price excluding the amount arrived at considering the %age of GST declared in commercial check list for evaluation and same will be binding on the bidder.

18.0 In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the GST will be loaded on entire quoted / contract value for evaluation considering abatement, if an, as per statute.

19.0 GST, if any, applicable, on input services required to meet the scope of work will be borne by the Bidder within their quoted prices. The Bidder must avail eligible GST credit of tax / duty paid on input services / capital goods / Inputs and benefit of GST credit should be passed on to COMPANY by way of quoting rate(s) net of GST credit i.e. gross value of service adjusted by GST credit available to the bidder.

E. CONSIDERATION OF INDIAN AGENT: Indian agent is not permitted to represent more than one foreign bidder (Supplier / Manufacturer / Contractor) in a particular tender. In case, an Indian agent represents more than one foreign bidder (Supplier / Manufacturer / Contractor) in a particular tender, then offers of such foreign bidders (Suppliers / Manufacturers / Contractors) shall be rejected in that tender.

F. Customs Duty:

In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017 amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022 and amended further vide Customs Notification No. 30/2024 dated 23.07.2024, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 3/2017-Integrated Tax (Rates) Dated 28.06.2017 and amended vide Notification No. 16/2019 Dated 30.09.2019 and 08/2022-Integrated Tax (Rate) dated 13.07.2022.

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 30/2024 dated 23.07.2024 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 30/2024 dated 23.07.2024 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 30/2024 dated 23.07.2024, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free / concessional during the tenure of the contract, OIL will issue requisite Certificate / Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per **PROFORMA-A** prudently along with their bid.

Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the **PROFORMA-A** submitted by the bidder.

Note:

a. The customs notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

b. The Bidder has to re-export or block transfer or re-export to SEZ (as permissible under applicable customs rules / regulations and provided Company is out of charge after Block Transfer or re-export to SEZ) the items after completion of the contract in case of imported items. The bidder will be fully responsible to pay the customs duty in case the items are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues the certificate for availing concessional customs duty for import of goods.

G. Purchase Preference Clause:

1.0 MSE Policy: (Traders are excluded from the purview of this policy):

Purchase Preference to Micro and Small Enterprises is applicable for this tender.

(i) Purchase Preference to Micro and Small Enterprises is applicable for this tender. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649 dated 16.06.2021** and No. **CG-DLE-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

(ii) The purchase preference for price matching shall be given to MSEs falling within the price band of L1+15% (for cases where L1 is a Non-MSE) according to the following order of preference:

i. SC/ST Women-owned MSEs
ii. SC/ST owned MSEs
iii. Women-owned MSEs
iv. Other MSEs

Note: All other guidelines issued in respect of benefits to MSEs shall prevail. Bidder claiming above relaxation/ exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid on the bid closing date.

(iii) **<u>Documentation required to be submitted by MSEs</u>:** Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

a) In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

b) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.

c) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

d) Provisions such as seeking support from another company by way of Parent / Subsidiary / Sister Subsidiary / Co Subsidiary company's experience / consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/ Subsidiary/ Sister Subsidiary / Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is / are also a MSE's. However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from JVC (incorporated), in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE unit.

2.0 MII Policy:

Purchase preference to MII - notified under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. **P-45021/2/2017-PP (BE-II) dated 16th September 2020** (and as amended time to time) with modifications as notified vide MoPNG Order No. **FP-20013/2/2017-FPPNG-Part (4) (E-41432) dated 26th April 2022,** shall be applicable in this tender. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

H. Award of Contract:

Contract shall be awarded for the entire **scope of work,** under this tender subject to concurrent application of Public Procurement Policy for **MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023** issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

I. GENERAL NOTES:

i. In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC.

ii. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

iii. If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

iv. Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

v. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

vi. The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for. Submission of forged documents: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider / vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-K**.

vii. Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.

J. <u>CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA)</u>:

1.0 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Dr. Alfred H Knight Pvt. Ltd.	a. rkjain@ahkgroup.com b. Pradeep.mathur@ahkgroup.com c. info@ahkgroup.com
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in

iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. ISSPL Limited	a. industrial_services@irclass.org b. oilandgas@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf LIoyd (India) Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

1.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

1.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.

1.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder’s responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.

(b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder’s premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL’s empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

i General Requirement:

- Check Bidder’s PAN Card
- Check Bidder’s GST Certificate
- Check Bidder’s Certificate of Incorporation
- Power of Attorney

ii Additional Documents: (If applicable against the tender)

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

iii Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- Health, Safety and Environmental Management Policy

iv Financial Criteria

- Line of credit, if incorporated in the tender.

<u>Notes:</u>

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.

(ii) Undertaking from TPI Agency as per format (**PROFORMA-S**) enclosed should be submitted along with the Bid.

(iii) **<u>In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.</u>**

K. DOCUMENT AUTHENTICITY UNDERTAKING: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-K**.

L. **LAND BORDER SHARING:** Bidders should submit an Undertaking that, their bid is compliant to Order No. **F.No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India. Formats for submission of undertaking is enclosed as **Exhibit -I, II & III.**

M. **COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

N. **CHECKLIST FOR BEC-BRC:** Bidder must submit the duly filled Technical Evaluation **checklist**, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation. Enclosed as **COMMERCIAL CHECK-LIST (CHECKLIST-I)** and **TECHNICAL EVALUATION SHEET (CHECKLIST-II)**.

***

CHECKLIST-II
REVISED TECHNICAL EVALUATION SHEET FOR BEC

Bidder's Name: ____

<table>
<tr><th rowspan="2">Clause No. of PQC/BEC, Description</th><th colspan="2">Compliance</th><th rowspan="2">Bidder to indicate Relevant Page No. of their Bid to support the remarks / compliance</th></tr>
<tr><th>Yes</th><th>No</th></tr>
<tr><td>1.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS:
The bid shall conform generally to the specifications and terms and conditions given in the Bid Document. Bidders are advised not to take any exception / deviation to the Bid Document. Exceptions / Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / non-conforming bids may not be considered and rejected outright.</td><td></td><td></td><td></td></tr>
<tr><td>1.1 GENERAL CONFORMITY:
Bids will be rejected in case the equipment and services offered do not conform to the required parameters as stipulated in the technical specifications of this bidding document. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and will not be considered for evaluation.</td><td></td><td></td><td></td></tr>
<tr><td>A. TECHNICAL EVALUATION CRITERIA

The requirement for helicopters is as under:

<table><tr><th>Type of Helicopter</th><th>Duration</th><th>Quantity</th><th>Remarks</th></tr><tr><td>Helicopter with</td><td>3 years (tentatively</td><td>01 Firm</td><td>Required for crew change between Offshore</td></tr></table></td><td></td><td></td><td></td></tr>
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<table><tr><td>maximum AUW (All Up Weight) not to exceed 10000 kg (minimum 15-seating capacity – 13 passengers + 02 pilots) to cover minimum 400 NM</td><td>from 01.04.2027)</td><td></td><td>Drilling Unit operating in ultra deep-water blocks and Heli Base at Visakhapatnam.</td></tr></table> All Helicopters shall be Twin engine, passenger version, IFR (Instrument Flight Rules) rated. **Notes:** (i) The helicopters offered should strictly conform to the specifications and also to the DGCA norms in toto. Company and / or its nominated agency may carry out periodic inspections of helicopters to ascertain whether the machines are being maintained properly as per norms. This inspection would be in addition to the mandatory DGCA inspection certification. (ii) Bidders to note that in case of any regulation of DGCA being superior to what is specified in the tender, DGCA's regulation shall prevail.			
2.0 EXPERIENCE OF AIR LOGISTICS SERVICE PROVIDER:			
2.1 The Bidder should have Air Logistic support (Helicopter operations) experience for offshore helicopter operations for a minimum period of 3 years with a satisfactory safety record to his credit for a twin-engine Cat 'A' certified Helicopter duly equipped for offshore operations for carrying minimum 11 passengers plus two crew members.			
2.2 The Bidder should have a minimum 3600 hours (multi engine) flying experience in providing helicopter services in offshore during last three (03) years, reckoned from the original bid closing date.			
2.3 The Bidder should have executed at least one (01) number of Contract of providing helicopter services in offshore for minimum of 500 hours (multi engine) flying experience during last three (03) years, reckoned from the original bid closing date. [Note: Ongoing contracts having satisfactory completion of minimum flying hours as above shall also be considered as executed for evaluation purpose].			
2.4 The bidder's experience in ongoing contract involving multiple services (with no inter-dependence) shall also be considered in meeting the experience under 2.1 and 2.2 above, subject to condition that the relevant service has been satisfactorily completed.			
2.5 To substantiate the experience under the Clauses 2.1, 2.2 and 2.3 above, the Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution			

of each of those contracts / satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective Contract number and types of services) such as: (i) Satisfactory completion certificate / performance report (OR) (ii) Proof of release of Performance Security after completion of the contract (OR) (iii) Proof of settlement / release of final payment against the contract (OR) (iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts as cited above. (v) Documents confirming to ongoing contract having satisfactory completion of minimum flying hours as per the above clauses 2.2 and 2.3.			
3.0 Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.2.1, A.2.2 and A.2.3 above, can also quote under the categories listed below:			
3.1 Eligibility & Experience criteria for Indian Joint Venture bidder: In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in Clause Nos A.2.1, A.2.2 and A.2.3 above should be met as under: (i) The Joint Venture Company by itself should meet the experience criteria (Or) (ii) The Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting company of the JV Partner or subsidiary / co-subsidiary / sister subsidiary / parent / holding / affiliating / associate company or through any other arrangement like technical collaborator for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid. (iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno-commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract. (iv) Members of the JV are not allowed to quote separately /			

independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected. (v) Constitution of Joint Venture: The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes any alterations / changes in the constitution or replacement or inclusion or expulsion of any partner(s) / member(s) of the Joint Venture which had originally submitted the bid, to drive some advantages / benefits based on any development(s) having come to his knowledge at any time, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded. (vi) Indian companies / Joint Venture companies (Incorporated JV): Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price bid opening. Confirmation to this effect and declaration on the same to be provided as part of their technical offer.			
3.2 Eligibility criteria in case bid is submitted based on technical experience of another company (supporting company) which holds more than 50% (fifty percent) of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries, or vice versa: Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC Clause Nos A.2.1, A.2.2 and A.2.3 above and are quoting based on the experience of another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company either directly or through intermediate subsidiaries, or vice versa. However, the supporting company should on its own meet the technical experience as stipulated in the BEC Clause Nos A.2.1, A.2.2 and A.2.3 above and should not rely on any other company or through any other arrangement like technical collaboration agreement. In that case, as the bidding company is dependent upon the technical experience of another company, with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements / Guarantees / Undertakings along with the techno-			

commercial bid: (i) An Agreement (as per format enclosed at Annexure-I(a) between the bidder and the supporting company. (ii) Guarantee (as per format enclosed at Annexure-I(b) by the supporting company to OIL INDIA LIMITED for fulfilling the obligation under the Agreement. (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Annexure-I(c), equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of performance security amount to be submitted by the bidder and additional performance security amount required to be submitted by the supporting company subject to the condition that supporting company have more than 50% paid up equity share capital of the bidder either directly or through intermediate subsidiaries, or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India. (iv) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall also be invoked by OIL INDIA LIMITED due to non-performance of the contractor. **Note:** In case Supporting Company fails to submit Bank Guarantee as per (iii) above, bid security submitted by the bidder shall be forfeited.			
3.3 Eligibility Criteria in case bids are submitted on the basis of Technical Experience of the Parent / Subsidiary Company: Offers of those Primary bidder who themselves do not meet the experience criteria as stipulated in Clause Nos A.2.1, A.2.2 and A.2.3 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company]. However, the parent / subsidiary company of the bidder should on its own meet the experience as stipulated under Clause Nos A.2.1, A.2.2 and A.2.3			

above and should not rely for meeting the experience criteria on its sister subsidiary / co-subsidiary company or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria. In case of Primary bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent / subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose the following with the techno-commercial bid: (i) An Agreement (as per format enclosed as Annexure-II) between the (bidder and supporting company) (ii) Guarantee (as per format enclosed as Annexure-III) from the parent / subsidiary company (supporting company) to OIL INDIA LIMITED for fulfilling the obligation under the Agreement. (iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall also be invoked by OIL due to non-performance of the contractor.			
3.4 Eligibility Criteria in case bid is submitted on the basis of Technical Experience of Sister-Subsidiary / Co-Subsidiary Company: Offers of those primary bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.2.1, A.2.2 and A.2.3 above can also be considered based on the experience criteria of their sister-subsidiary / co-subsidiary company within the ultimate parent / holding company subject to meeting of the following conditions: (i) Provided that the sister-subsidiary / co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent / holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent / holding company or through any other wholly owned subsidiary company within the ultimate / holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company along with the technical bid. (ii) Provided that the sister subsidiary / co-subsidiary company on its own meets the experience criteria stipulated in the Clause Nos A.2.1, A.2.2 and A.2.3 above and not through any other arrangement like Technical Collaboration agreement. (iii) Provided that with a view to ensure commitment and			

involvement of the sister subsidiary / co-subsidiary company for successful execution of the contract, the participating bidder submits an Agreement, as per format furnished vide Annexure-IV, between their Sister Subsidiary / Co-Subsidiary Company and the Ultimate Parent / Holding Company of both the bidder and the Sister Subsidiary / Co-Subsidiary, along with the technical bid. **Note:** In case of Clauses 3.3 & 3.4 above, bidders shall submit the following additional documents: a) Undertaking by the subsidiary / parent company to provide a Performance Security (as per format and instructions enclosed vide Annexure-I(c)), equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the bidding company is the successful bidder. Note to a): In case subsidiary / parent company fails to submit Performance Bank Guarantee as per (a) above, Bid Security submitted by the bidder shall be forfeited. b) In cases where subsidiary / parent companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security to be submitted by the subsidiary / parent / sister company. In such case bidding company shall furnish an undertaking that their subsidiary / parent / sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India. c) Undertaking from the subsidiary / parent company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by them shall also be invoked by OIL INDIA LIMITED due to non-performance of the contractor.			
4.0 Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works / jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down under Clause Nos A.2.1, A.2.2 and A.2.3 above.			
5.0 Indian companies / Joint Venture companies (Incorporated JV): Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA (Secretariat for Industrial Assistance), prior to the date of price bid opening.			

6.0 Maintenance Facility: The Bidder should have requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. Documentary evidence to this effect must be submitted along with the technical bid. In case the bidder presently does not have such facility, the bidder must confirm that they would create the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 prior to commencement of flying operations upon placement of LOA by Oil India Limited (OIL) but not later than 120 days of placement of Mobilization Notice i.e. within the allowed mobilization time. In case the Bidder fails to establish such a facility within the stipulated time frame, OIL shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 (half) % of total contract value, for each month of delay or part thereof. OR The Bidder should submit MOU/Agreement concluded by the Bidder with any other firm having requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. The MOU/Agreement should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this tender and shall be binding on them for the entire Contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this Contract will be with the Bidder.			
7.0 Title / Ownership: The Air Logistics Service Company/Companies, should own/possess the helicopters. Proof of ownership/possession of title evidenced (valid back-to-back lease arrangement with registered owner) by a currently valid registration certificate of the helicopters offered shall be enclosed along with the technical bid. In case the Bidder is not the owner, a copy of the agreement with the registered owner of the helicopter(s) offered duly endorsed by a notary confirming that the said helicopter(s) shall be placed on lease, at the disposal of the Bidder for operation/maintenance of the subject helicopter(s) for the intended contract period including extensions, if any, giving OIL's tender reference shall be enclosed along with the technical bid. The said agreement with the owner of the helicopter(s) shall specify the following: a) It is applicable for the tender under reference. b) An undertaking from the owner that the said Agreement shall be kept valid for the entire period of contract including extensions, if any, (if awarded) to the bidder under this tender.			
8.0 Identification of Helicopters: 8.1 All the bidders are required to clearly identify the Helicopters			

with a call sign at the time of submission of the technical bid with documentary proof thereof. 8.2 In case the owner of the helicopters himself is the bidder, the certificate confirming the availability of the helicopters for this contract, shall be furnished by the owner himself. 8.3 In case of the leased helicopter(s) or proposed purchase of helicopter(s), the bidders are required to submit along with the technical bid, a copy of the Memorandum of Understanding/ Agreement of lease/purchase of helicopter(s), concluded with the owner of the helicopter(s), specifically for this tender. This must be duly supported by documentary proof of ownership of the helicopter(s) in the form of a registration certificate of the helicopter(s). The above MOU/agreement must be valid throughout the validity of the bid. The successful bidder shall be required to keep the MOU/Agreement valid for the period of the contract and any extension thereof. 8.4 The MOU/Agreement must clearly indicate that the Helicopter Call Sign/Serial No. _____________ is not being offered by the owner to anybody else other than _________________ (name of the bidder) to participate in OIL's tender No.__________________. 8.5 In case a bidder proposes to deploy new helicopter(s) under manufacture, then a copy of order acceptance by the manufacturer indicating the delivery schedule, make and serial number allotted to the helicopter(s) is to be enclosed with the technical bid. The delivery date of the helicopter(s) should match the mobilization schedule indicated in the tender. 8.6 Bidder may identify more than one helicopter(s) against each of the helicopters offered, giving complete technical details for evaluation along with a copy of the MOU/Agreement for this tender. Bidders will have to mobilize the helicopter(s) out of this identified helicopter(s), which are found acceptable to OIL. 8.7 Offers with helicopter(s) identified but with the condition "subject to availability" shall also be considered for techno-commercial evaluation. The bidders, however, have to confirm the availability of the offered helicopter(s) one day prior to the price bid opening. Offered helicopter(s) whose availability is not confirmed by the bidder will not be considered. The date of price bid opening will be intimated to the short-listed bidders along with seeking the confirmation of the availability of helicopter(s) offered on "subject to availability.			
9.0 Substitution: Bidders would not be allowed to substitute the Helicopter once offered by them in their bid during the period of bid validity. If more than one helicopter is offered by a bidder for each quoted helicopter,			

all the Helicopter would be techno-commercially evaluated. The bidder can mobilize any 01 of the available Helicopter found techno-commercially acceptable by OIL but the name of the helicopter to be mobilized by the bidder would have to be furnished by the bidder within 21 days of placement of Letter of Award of Contract (LOA). However, the bidder can substitute the offered Helicopter while extending the bid validity, if sought, during tender processing, however, in such cases, the bidder should submit relevant documents for technical evaluation as per the requirement of the tender. The Helicopter already offered by one bidder in this tender in their original bid at the time of Technical Bid Opening or thereafter will not be accepted for substitution by other bidders irrespective of the present status of the owner's commitment for the helicopter, during the tendering process.			
10.0 Others: a) The bidder shall arrange & submit a Non-Scheduled Operator's Permit (NSOP) and a copy of approval from DGCA, India for operation and maintenance of the type of helicopters offered in the bid for offshore operation before the same is mobilized. The bidder will give an undertaking along with the techno-commercial bid that they shall arrange and submit the above-mentioned documents to OIL before mobilization of the helicopters. b) The bidder shall give an undertaking that while operating in India under this bid, he would follow and abide by the conditions laid down by the Director General of Civil Aviation of India as applicable on the date of commencement of operation for Company and as may be modified from time to time. No deviation from this shall be accepted. Bidders shall keep themselves abreast of the latest DGCA guidelines while submitting their bids. c) The bidder shall be solely responsible for obtaining at its cost, before commencement of services under the Contract (if awarded to them), all statutory licenses from DGCA or any other Govt. agency for operating the helicopters in India. d) Helicopter Operator to have a program in place to ensure all components are within life or changed accordingly when required.			
11.0 Bidder must confirm in their unpriced techno-commercial bid the following: a) The pilots to be deployed by the Contractor shall have the experience as per DGCA guidelines. The Contractor shall also provide necessary evidence of their flying experience to the Company. All details of pilots to be deployed shall be submitted to the Company (15) fifteen days prior to the scheduled date of commencement. Bidder shall give an undertaking that they will comply with this requirement.			

b) A self-declaration certificate is to be attached by the bidder to the effect that the offered helicopters are fully IFR equipped and that the IFR equipment is in absolute working order. c) The helicopters shall be fitted with fully automatic water-activated flotation gear and shall be suitable for offshore/maritime operations. d) Foreign pilots and engineers required to operate and maintain the helicopter, shall undergo the necessary security clearances as per DGCA regulations. e) Indian regulations relating to operations and maintenance of the helicopter stipulated for leased aircraft operations shall be complied with by the helicopter operator. f) Foreign operator(s) shall continue to hold a valid operating permit from their parent country. g) Violations of Indian safety and operating regulations shall be subject to action by DGCA, India.			
12.0 Bidder must furnish the following certificates along with the unpriced Techno-commercial. bid from Regulatory authorities. a) Current/revalidated copy of the Airworthiness Certificate of the helicopters offered issued by DGCA. b) Current/valid Registration Certificate of all the helicopters offered. c) Copy of valid air operators/air carriers license for helicopter operations and maintenance. d) In case helicopters under manufacture have been offered, bidders confirm that they would fulfil the requirements under (a) & (b) above before the commencement of operations. Further, they should fulfil the requirement for new helicopters as mentioned under the clause relating to “Identification of Helicopters”.			
13.0 Mobilization Period: Bidders are required to confirm that they will mobilize the helicopter(s) in fully operational condition at Company nominated Heli base for services within 90 days from the date of issue of Mobilization Notice. **No of Helicopters** | **Mobilization Period**			

01 No. | 120 days from the date of the issue of Mobilization notice			
14.0 The flying requirement of the helicopters that will be used for regular sorties shall be for around 90 hours per month. However, actual flying hours may vary as per the operational requirements of the Company. If required, Company may use the helicopters beyond the estimated hours per month per helicopter at the same rates, terms, and conditions. Maximum utilization of flying hours during the Contract period of three (03) years will be 25% more than the estimated quantity of flying hours (90 hrs x 12 months x 3 years). Firm period of the Contract will be over, unless extended as per the terms and conditions of the Contract, as soon as 125% of the estimated quantity of flying hours is utilized during the firm period of the Contract.			
B. FINANCIAL EVALUATION CRITERIA:			
1.0 Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least INR 43.24 Crores or 4.54 Million USD (1 USD = INR 95.24 as on 01.06.2026).			
2.0 The Net worth of the bidder must be Positive for the financial / accounting year preceding the original bid closing date. **Note:** i. Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91). ii. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".			
3.0 If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. B. 1.0 & 2.0 above) by itself, it can submit the bid based on the financial strength of its JV member having more than 26% stake in the JV Company and the following need to be complied/submitted: i. Annual Financial Turnover from operation of the member having more than 26% stake in the JV during any of preceding 03 (Three) financial / accounting years from the original bid closing date shall be as per Clause 4.1 above. ii. Net worth of the member having more than 26% stake in the JV (supporting company) should be positive for the financial			

/accounting year preceding the original bid closing date as per Clause 4.2 above. iii. Corporate Guarantee (ANNEXURE-V) on the letter head of the member having more than 26% stake in the JV signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them. iv. An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till execution of the contract is accomplished. v. A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV			
4.0 In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent / ultimate parent / holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent / ultimate parent / holding company, then documents need to be submitted along with the technical bid in support of the following: i. Annual Turnover from operation of last three accounting years of the parent / ultimate parent / holding company (supporting company) shall be as per Clause B, 1.0 above. ii. Net worth of the parent / ultimate parent / holding company (supporting company) shall be positive for the financial / accounting year preceding the original bid closing date as per Clause B, 2.0 above. iii. Corporate Guarantee (ANNEXURE-VI) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them. iv. A certificate from the statutory Auditor of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned. Note: The above certificate should not be more than 30 days old as on the original bid closing date.			
5.0 Notes to BEC Clause B, 1.0 & 2.0 above:			

a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid: i) Audited Balance Sheet along with Profit & Loss account. OR ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in PROFORMA-H. **Note:** i) Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. ii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.			
6.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per PROFORMA-L.			
7.0 In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.			
8.0 Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned above in Para B, 1.0 & B, 2.0.			

C. COMMERCIAL EVALUATION CRITERIA:			
1.0 Bids shall be submitted under Single-Stage Two-Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Revised Priced Bid as per Revised Proforma-B uploaded in the Corrigendum/ "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright			
2.0 The prices / rates offered quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates / prices quoted must be net of all discount.			
3.0 Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive. 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL INDIA LIMITED, (KG Basin Project (KGB & MBP), Down Town Building, 3rd Floor, Door No. 70-14-16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh – 533003) before bid closing date & time. The original bid security should necessarily be submitted in physical form, in a sealed envelope, prominently super-scribing tender reference and details of bidder. A scanned copy of the bid security shall however be uploaded in OIL's e-procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.			
5.0 Integrity Pact: The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-J of the tender document. The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.			
6.0 Bids submitted after the Bid Closing Date and Time will be rejected.			
7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.			
8.0 Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password			

have been issued. Unsolicited bids will not be considered and will be straightway rejected.			
9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.			
10.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.			
11.0 Any Bid containing false statement will be rejected.			
12.0 Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India			
13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” (Proforma-B) of Bid Document; otherwise, the Bid will be summarily rejected.			
14.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected. i. Firm Price ii. Bid Security Clause iii. Scope of Work iv. Specifications v. Price Schedule vi. Period of validity of bid vii. Liquidated damage and penalty clause viii. Performance Guarantee clause ix. Arbitration / resolution of Dispute x. Force Majeure xi. Acceptance of jurisdiction and Applicable Law xii. Tax Liabilities Clause xiii. Safety & Labour Law xiv. Termination Clause xv. Integrity Pact xvi. Insurance xvii. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid.			
15.0 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. However, the original bid security should necessarily be submitted in physical form, in a sealed envelope.			

16.0 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per APPENDIX-1 along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.			
17.0 The bidder shall submit an undertaking/declaration as per APPENDIX-2. confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.			
18.0 The originals of the documents submitted by the bidder shall have to be produced by the bidder(s) to OIL as and when asked for.			
19.0 Performance Security: Successful bidder shall be required to furnish a Performance Security equivalent to five (5%) percent of total Contract Cost within 30 days of receipt of LOA / notification of award. The Performance Bank Guarantee must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation / termination of award besides other penal actions as per OIL's Banning Policy.			
D. PRICE EVALUATION CRITERIA: The parties whose bids conform to the technical specifications, terms and conditions stipulated in the bidding document and are considered to be responsive after subjecting to Bid Evaluation Criteria mentioned above and such bids will be considered for further evaluation as per the Price Evaluation Criteria given below:			
1.0 The bidders must quote their charges / rates in the manner as called for vide "Revised Schedule of Rates" under Section-IV and the summarized Revised Price Bid Format vide enclosed Revised PROFORMA-B/Price Bidding Format.			
2.0 In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.			
3.0 Priced Bids shall be evaluated taking into account the Price quoted as per Revised Proforma-B/ Price Bidding Format including quoted GST.			
4.0 Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.			
5.0 The quantities shown against each item in the Revised "Price Bid			

Format (i.e. in Revised Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of months / number of days / parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of months / number of days / parameters, as the case may be			
6.0 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.			
7.0 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
8.0 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lots.			
9.0 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.			
10.0 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.			
11.0 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
12.0 If a bidder quotes Total Charges/Consideration as NIL, the bid shall be treated as unresponsive and will not be considered.			
13.0 Priced Bid Evaluation Price Evaluation of all the technically qualified bids will be done on the basis of rates quoted by the bidder as per Revised PROFORMA-B. However, bidders must comply with the limits indicated against each of the following rates: The bidder's price shall be worked out as under: • Fixed Monthly Charge (FMC) • Flying Hourly Charges (FHC) • Mobilization Charge (M)			

• Demobilization Charge (DM) TOTAL ESTIMATED CONTRACT COST FOR THE AIR LOGISTICS SERVICES AND MANPOWER ETC. INCLUDING GST AND ALL OTHER TAXES & DUTIES (EXCEPTING BASIC CUSTOMS DUTY ON ELIGIBLE IMPORTED ITEMS), T = [M + DM + FMC+ FHC] NOTES: (a) The items M, DM, FMC, FHC & Ferry are as defined in Schedule of Rates. (b) Bid evaluation will be carried out based on the sum of the total price quoted including GST. However, payment will be made against the actual job done. (c) Mobilization of the Air Logistics (Helicopter) Services will be to Company's Heli base at Visakhapatnam/Bhogapuram and demobilization of the Air Logistics (Helicopter) Services will be from Company's Heli base at Visakhapatnam/Bhogapuram as detailed in SOW. (d) Force Majeure Rate shall not be considered for price bid evaluation.			
13.1 Mobilization charges quoted by the bidder for the helicopter shall not exceed 7.5% of the total quoted value for the helicopter for that category. However, mobilization charges if quoted in excess of 7.5% of the total quoted value, the excess amount shall be deducted from the mobilization invoice and the same will be paid at the end of the contract.			
13.2 Demobilization charges quoted by the bidder for the helicopter shall not be less than 0.5% of the total quoted value for the helicopter for that category. If De-mobilization charges are quoted in deficit or less than 0.5% of the total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.			
13.3 Force Majeure Day Rate of the Air Logistics (Helicopter) Services shall be 75% of the Fixed Monthly Charges divided by 30 days. (This rate will not be considered for price evaluation).			
14.0 To ascertain the inter-se-ranking, Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.			

15.0 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.			
16.0 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids / revised Price Bids (if any) and Company would not undertake any responsibility whatsoever in this regard.			
17.0 Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered) along with all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated specifically. Note: Bidder to note that if upon opening of price bid, OIL discovers that bidder has mentioned GST as extra without specifying the rates & amount, the offer entered into GeM Portal will be final and OIL will be considered the base price excluding the amount arrived at considering the %age of GST declared in commercial check list for evaluation and same will be binding on the bidder.			
18.0 In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the GST will be loaded on entire quoted / contract value for evaluation considering abatement, if an, as per statute.			
19.0 GST, if any, applicable, on input services required to meet the scope of work will be borne by the Bidder within their quoted prices. The Bidder must avail eligible GST credit of tax / duty paid on input services / capital goods / Inputs and benefit of GST credit should be passed on to COMPANY by way of quoting rate(s) net of GST credit i.e. gross value of service adjusted by GST credit available to the bidder.			
E. CONSIDERATION OF INDIAN AGENT: Indian agent is not permitted to represent more than one foreign bidder (Supplier / Manufacturer / Contractor) in a particular tender. In case, an Indian agent represents more than one foreign bidder (Supplier / Manufacturer / Contractor) in a particular tender, then offers of such foreign bidders (Suppliers / Manufacturers / Contractors) shall be rejected in that tender.			
F. Customs Duty: In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017 amended vide Customs Notification No. 02/2022-			

Customs dated 01.02.2022 and amended further vide Customs Notification No. 30/2024 dated 23.07.2024, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 3/2017-Integrated Tax (Rates) Dated 28.06.2017 and amended vide Notification No. 16/2019 Dated 30.09.2019 and 08/2022-Integrated Tax (Rate) dated 13.07.2022. Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 30/2024 dated 23.07.2024 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 30/2024 dated 23.07.2024 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 30/2024 dated 23.07.2024, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence. Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free / concessional during the tenure of the contract, OIL will issue requisite Certificate / Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence. Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per PROFORMA-A			

prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the PROFORMA-A submitted by the bidder. Note: a) The customs notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable. b) The Bidder has to re-export or block transfer or re-export to SEZ (as permissible under applicable customs rules / regulations and provided Company is out of charge after Block Transfer or re-export to SEZ) the items after completion of the contract in case of imported items. The bidder will be fully responsible to pay the customs duty in case the items are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues the certificate for availing concessional customs duty for import of goods.			
G. Purchase Preference Clause: **1.0 MSE Policy: (Traders are excluded from the purview of this policy):** **Purchase Preference to Micro and Small Enterprises is applicable for this tender.** i. Purchase Preference to Micro and Small Enterprises is applicable for this tender. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DLE-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof. ii. The purchase preference for price matching shall be given to MSEs falling within the price band of L1+15% (for cases where L1 is a Non-MSE) according to the following order of preference: i. SC/ST Women-owned MSEs ii. SC/ST owned MSEs iii. Women-owned MSEs iv. Other MSEs			

Note: All other guidelines issued in respect of benefits to MSEs shall prevail. Bidder claiming above relaxation/ exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid on the bid closing date. iii) Documentation required to be submitted by MSEs: Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs. **Note:** In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed. a) In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed. b) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. c) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference. d) Provisions such as seeking support from another company by way of Parent / Subsidiary / Sister Subsidiary / Co Subsidiary company's experience / consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/ Subsidiary/ Sister Subsidiary / Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is / are also a MSE's. However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from JVC (incorporated), in order to avail the above MSE benefits, the bidder i.e., JVC shall have			

to be MSE unit.			
2.0 MII Policy: Purchase preference to MII - notified under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FPPNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.			
H. Award of Contract: Contract shall be awarded for the entire scope of work, under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.			
I. GENERAL NOTES: i. In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC. ii. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer. iii. If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail. iv. Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by			

the Bidder(s); otherwise, Bids shall be rejected. v. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard. vi. The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for. Submission of forged documents: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider / vendor to submit the Undertaking of authenticity of information/documents submitted as per PROFORMA-K. vii. Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.			
J. CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA): 1.0 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:			

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Dr. Alfred H Knight Pvt. Ltd.	rkjain@ahkgroup.com Pradeep.mathur@ahkgroup info@ahkgroup.com
ii.	M/s. TUV India Private Limited	noida@tuv-nord.com mumbai@tuv-nord.com salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	baroda@ravienergic.com tpia@ravienergic.com

v.	M/s SGS India Private Limited	dhaval.vora@sgs.com sgs.india@sgs.com			
vi.	M/s Assure Quality Management Certification Services Private Limited	aqmcs@aqmcs.com			
vii.	M/s. ISSPL Limited	industrial_services@irclass.org oilandgas@irclass.org			
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	Shailesh.deotale@ind.tuv.com Kaushal.gohil@ind.tuv.com info@ind.tuv.com ravi.kumar@ind.tuv.com			
ix.	M/s Gulf LIoyd (India) Ltd.	contact@gulflloyds.com inspection@gulflloyds.com			
x.	M/s Baltic Testing India Pvt. Ltd.	office@balticcontrolindia.com			
xi.	M/s Sanmarg Engineering Validation & Assessment	Amitra@sanmargeva.com			
xii.	M/s Meenar Global Consultants LLP	sales@mgellp.in			
xiii.	M/s Rites Limited	nrinspn@rites.com info@rites.com sbu.ninsp@rites.com			
xiv.	M/s Bureau Veritas (India) Private Limited	bvindia.corporate@bureauveritas.com			
xv.	M/s TUV SUD South Asia Private Limited	Hemant.chavan@tuvsud.com Jayashree.rane@tuvsud.com			
xvi.	M/s Adornment Engineers India Private Limited	jks@adornmentengineers.com			
xvii.	M/s TCRC Inspections Pvt. Ltd.	admin@tereinspections.com ashismallick@teregroup.com tenders@teregroup.com			

1.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection

Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies. 1.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder. 1.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to: It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance. The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract. Verification/Certification of documents are normally categorized as under: General Requirement: Check Bidder's PAN Card Check Bidder's GST Certificate Check Bidder's Certificate of Incorporation Power of Attorney Additional Documents: (If applicable against the tender)			

Bidders general structure and organization Joint Ventures Agreements – To cross-check with JV Partners Consortium Agreements – To cross-check with Consortium Partners Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc. Technical Criteria To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. Health, Safety and Environmental Management Policy Financial Criteria Line of credit, if incorporated in the tender. Notes: Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency. Undertaking from TPI Agency as per format (PROFORMA-S) enclosed should be submitted along with the Bid. In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.			
K. DOCUMENT AUTHENTICITY UNDERTAKING: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per PROFORMA-K.			
L. LAND BORDER SHARING: Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India. Formats for submission of undertaking is enclosed as Exhibit -I, II & III.			

M. COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			
N. CHECKLIST FOR BEC-BRC: Bidder must submit the duly filled Technical Evaluation checklist, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation. Enclosed as COMMERCIAL CHECK-LIST (CHECKLIST-I) and TECHNICAL EVALUATION SHEET (CHECKLIST-II).			

END OF BEC Checklist

Annexure- IV to

BID CORRIGENDUM-3

PART-III

SECTION-IV

REVISED SCHEDULE OF RATES (SOR)

The bidders must quote the rates in their price bids strictly as per the format outlined in **PROFORMA-B** considering the following. The quantity / parameter / volume of job shown against each item in the PROFORMA is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor shall be made on the basis of actual work done and all "RATE" charges shall be payable after prorating to the next 15 minutes.

The following rates shall be applicable for various charges under this Contract. Payment will be made accordingly for actual work done:

Sl.	Description of Services	UOM	Qty.
a	b	c	d
1	Fixed Monthly Charge (FMC)	Monthly	36
2	Flying Hourly Charges (FHC)	Hourly	3240
3	Mobilization Charge (M)	Lumpsum	1
4	Demobilization Charge (DM)	Lumpsum	1

Notes:

1) The quantities given in the Price Schedule are indicative and just for estimation purpose only. These may change depending upon the actual requirement. Payment shall be made as per actual utilization of services / work done. In case the quantities increase more than that indicated in the Price Schedule, the Contractor has to provide the services at the same rates, terms and conditions as mentioned in the Contract. If the quantities are not utilized as indicated in the Price Schedule, no payment or any other compensation shall be given to the Contractor and Contractor shall not raise any dispute in this regard.

The above rates/charges shall be guided by the following terms and conditions as defined below:

1.0 MOBILIZATION CHARGES ON LUMP SUM BASIS (M):

1.1 The Company shall pay mobilization charges independently to each of the helicopter when the respective helicopter is offered to the Company in fully airworthy condition and complete readiness for deployment, after all, clearances as required from regulatory authorities in India including DGCA, Customs, defence, navy, but not limited to the above. The Contractor will be fully responsible for and indemnify the Company from any charges, fees, levies, etc., during the initial mobilization.

1.2 Mobilization charges shall become payable after the Helicopter, ready in all respects as per scope of work, including obtaining all statutory clearances (as applicable) are mobilised to the nominated location at Visakhapatnam / Bhogapuram and after on-hire survey by the

Company Representative, which shall be no later than 06 working days from the date of arrival/intimation by the Contractor & provided it is certified by the Contractor and accepted by Company Representative that all items are in good working condition. Date of mobilization will be considered as completed from the date of successful inspection carried out by Company representative. However, for the purposes of LD, the mobilisation would be deemed complete from the date and time the Helicopters along with accessories, spares, consumables, personnel etc. are mobilized in the nominated location.

1.3 Mobilization charges quoted as lump sum amount against each helicopter should be inclusive of ATF, transportation, sea/airfreight, loading/unloading, shipping, wharfage/demurrage and harbour fees, port or airport fees, packing and handling charges, permit, import clearance charges, all statutory clearance charges and all insurance adequate to cover the shipment from the place of origin until arrival at Company's specified Heli Base.

1.4 The Company will issue EC as required for custom clearance as the service will be used in PEL/ML area, only on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance, so that the Company can make necessary arrangements for providing the documents in time without causing any delay for the customs/port clearance.

1.5 Mobilization charges quoted by the bidder for the helicopter shall not exceed 7.5% of the total quoted value for the helicopter for that category. However, mobilization charges if quoted in excess of 7.5% of the total quoted value, the excess amount shall be deducted from the mobilization invoice and be paid at the end of the contract.

1.6 Company shall have the option to ask for delayed mobilization of any Helicopter(s) to be mobilized as per Contract. A minimum notice period of 30 days before the schedule date of mobilization shall be applicable at the time of asking for such delay in mobilization. Mobilization can be delayed for a maximum of 45 days, limited to once in the duration of the Contract.

2.0 DEMOBILIZATION CHARGES ON LUMP SUM BASIS (DM):

2.1 The Company shall pay the demobilization charges upon issue of demobilization notice to the helicopters or upon the expiry of the Contract. However, no demobilization charges shall be payable in the event Contract stands terminated prematurely.

2.2 The Contractor shall arrange for and execute demobilization of their Helicopters along with accessories, unused spares, consumables, personnel etc. upon receipt of notice from the Company.

2.3 All charges on Helicopters [Fixed Monthly Charge + Flying Hourly Charges] shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by the Company.

2.4 The contractor will ensure that demobilization is completed, and the Heli Base at Visakhapatnam/Bhogapuram or any other permanent base in India of the Company is cleared-off Contractor's property within 10 days of notice from the Company, failing which, demobilization charges and/or retention amount will not be payable.

2.6 De-mobilization charges shall become payable on clearance & re-export of the

Helicopters (if re-exportable), its accessories, unutilized spares, from Indian Port / Custom authorities for re-export of Helicopters (if re-exportable), its accessories, unutilized spares, to Contractor's base or Block Transfer or re-export to SEZ as permissible under applicable customs rules / regulations and provided Company is out of charge after Block Transfer or re-export to SEZ. However, Company shall not pay de-mobilization charges of Helicopters, its accessories, unutilized spares etc. which are not re-exported on receipt of demobilization notice or on completion of Contract/termination and also if the Contractor deploys such services against any other contract(s) for Company in India.

2.7 The demobilization charge will include all expenses for ATF, inland transport, sea-freight/airfreight, loading and unloading, shipping, wharfage and harbour fees, port or airport fees, packing and handling charges, permit or octroi charges (if any), export clearance charges and all insurance adequate to cover the shipment until arrival at Contractor's base in India or abroad.

2.8 Upon completion of duration of the contract, the contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment.

2.9 Demobilization charges quoted by the bidder for the helicopter shall not be less than 0.5% of the total quoted value for the helicopter for that category. If De-mobilization charges are quoted in deficit or less than 0.5% of the total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.

2.10 The Company at its discretion may extend the contract period of helicopter for maximum of *12 months*, or part thereof, at the same rates, terms and conditions depending upon operational requirement.

3.0 FIXED MONTHLY CHARGES (FMC):

3.1 Fixed Monthly Charges of the helicopter per month and pro-rata thereof (to the nearest half day) for part of a month and the period during which the chartered helicopter is in service in accordance with this agreement will be as per the Price Schedule at Proforma B. No charges shall be payable for grounding of the helicopter in excess of allowable days as per Clause 11.0 titled "Downtime Clause" of ATC (Additional Terms and Conditions of Contract) in this bid document.

3.2 In case the Company instructs for permanent movement of the helicopter away from Visakhapatnam/ Bhogapuram Heli base or to any other permanent base/location in India of the Company, then in such case either the Company will provide or reimburse the cost of boarding and lodging of the Contractor's personnel for an initial period not exceeding ten (10) days. The entitlement for boarding and lodging shall be restricted to a Four-Star Hotel accommodation. No expenses on account of consumption of alcohol, cigarettes, etc. shall be borne by the Company. Thereafter, the Contractor will make the lodging and boarding arrangements for his personnel at his cost.

3.3 During the ferry of the helicopter from Visakhapatnam/ Bhogapuram Heli base to any other permanent base/location in India of the Company, fixed Monthly Charges will be paid for five (05) days from the date of release of the helicopter [which shall be no later than two (02) days after receipt of instruction from the Company], beyond which fixed Monthly Charges will not be paid until arrival of the helicopter at nominated location in India as instructed by the Company.

3.4 Fixed Monthly Charges will be paid after completion of mobilization, as certified by the Company representative. However, Fixed Monthly Charges will be paid for a maximum period of 12 (twelve) calendar days, if DGCA clearance for start of operations is not obtained by the Contractor (Air Logistics Service Provider) after trial run on the Drilling Unit's Helideck, beyond which no Fixed Monthly Charges will be paid till receipt of the requisite DGCA clearance.

4.0 FLYING HOURLY CHARGES (FHC):

4.1 Company shall in respect of the chartered helicopter pay the Contractor the corresponding hourly flying charges per hour and pro-rata basis (to the next 15 minutes) for the flying hours of the helicopter as per the Price Schedule at Proforma B.

4.2 ***FHC is excluding Aviation Turbine Fuel (ATF) price***, which shall be supplied by the Contractor (Helicopter Operator) at the cost of the Company i.e. Oil India Limited at Port Blair and Visakhapatnam/ Bhogapuram, Heli Base or any other permanent base of the Company in India. The cost of ATF will be reimbursed by the Company to the contractor on receipt of the Tax Invoice and original vouchers of the ATF supplier, for the amount/quantity supplied to the Helicopter(s) designated for the Company. For such claim, the contractor shall not raise a separate invoice. Contractor shall act as **PURE AGENT** as per GST law. For test flights, maintenance flights, non-revenue flights, etc. refer to Clause no. 12.2 of ATC.

4.3 FHC is inclusive of all other charges like charges on account of the airport, hanger, parking, insurance, customs and airport handling charges,etc.

4.4 Company may use the helicopter for offshore operations beyond 60 hours per month.

4.5 The helicopter taxing time from the hangar of the Contractor to the Company's dispersal area at Port Blair/Visakhapatnam/Bhogapuram Heli Base or any other permanent base in India of the Company shall be on Company's account i.e. FHC will be payable from Rotor ON to Rotor OFF.

5.0 FERRY CHARGES FOR NEW BASE:

5.1 In case the Company instructs for permanent movement of the helicopter away from Visakhapatnam/Bhogapuram Heli base to any other permanent base/location in India of the Company, the Company shall pay as may be required in accordance with the charges provided in Clause 4.0 from Visakhapatnam/Bhogapuram Heli base to the nominated location in India as instructed by the Company.

i) The flying time shall be counted from Rotor on to Rotor off from Heli base/point of take-off/hangar (as per the availability of the hangar facility of the respective airport).

ii) ATF charges shall be reimbursed on receipt of the Tax Invoice with applicable GST as per actuals on the production of original vouchers from the ATF supplier of the concerned airport.

iii) During onward ferry of the helicopter away from Visakhapatnam/ Bhogapuram Heli base to any other permanent base/location in India of the Company, either the Company will provide or reimburse the cost of boarding and lodging of the Contractor's personnel for any night halt enroute. The entitlement for boarding and lodging shall be restricted to a Four-Star Hotel accommodation. No expenses on account of consumption of alcohol, cigarettes, etc. shall be borne by the Company.

6.0 PASSENGER SERVICE FEE (PSF):

The Company shall reimburse the Passenger Service Fee (PSF) at actuals, if applicable. The Contractor shall act as PURE AGENT as per GST law.

7.0 OTHER AIRPORT CHARGES:

The Contractor shall bear all other applicable airport charges like parking, landing, and route & navigation charges, etc. to airport authorities for the conduct of flights.

The charges for engaging the ground handling agency by the Contractor for handling passenger baggage between the departure/arrival area and the helicopter and to provide suitable conveyance for the movement of passengers between the Terminal building and helicopter, shall be reimbursed by Oil India Limited (OIL) on actuals. Documentary evidence to be submitted along with the invoice.

8.0 Any import duty/levies/charges/fees levied in India in connection with the helicopter and spares by the Contractor for providing services under this contract shall be borne and paid by the Contractor.

9.0 LIQUIDATED DAMAGES (LD):

9.1 In the event of the helicopter being not available to the Company beyond permissible downtime as specified in Clause 11.0 titled "Downtime Clause" of ATC (Additional Terms and Conditions of Contract) in this bid document, the Company shall be entitled to recover as ascertained and agreed, LD and not by way of penalty from the Contractor an amount equivalent to, for each day of downtime availed in excess of permissible downtime as under.

i) For the FULL DAY of grounding of the helicopter, an amount equivalent to 5% of FMC (Fixed Monthly Charges).

ii) For HALF DAY of grounding of the helicopter, an amount equivalent to 50% of (i) above.

9.2 In addition to recovery of LD as above, no payment of FMC (Fixed Monthly Charges) shall be made being not due to Contractor for the period the helicopter is not made available to the Company over and above the Permissible Downtime as per Clause 11.0 titled "Downtime Clause" of ATC (Additional Terms and Conditions of Contract) in this bid document.

9.3 The Company at its option may recover the LD as leviable above from the invoices due for the payment.

10.0 <u>FORCE MAJEURE DAY RATE (Per 24 Hrs. Day) (FMR)</u>

10.1 The Force Majeure Day Rate shall be payable for the first thirty days of Force Majeure period, for each occasion, after which zero rate shall be payable to the Contractor. Thereafter, either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days, for each occasion, with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. The Company shall have the absolute right to decide whether any safety hazard exists, or operation is in a critical position and the decision of the Company shall be binding upon the Contractor.

10.2 Payment towards force majeure day rate of the Air Logistics (Helicopter) Services shall be 75% of the Fixed Monthly Charges divided by 30 days. This will be considered as FORCE MAJEURE RATE under all conditions.

11.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, etc.

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.

11.1 MANNER OF PAYMENT:

a) All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges, if any will be on account of the Contractor.

b) Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within 2 (two) year after the date of payment shall make and deliver to Contractor notice of objection to any item or items the validity of which in question.

11.2 Upon completion of duration of the contract, the contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment.

11.3 INVOICES WRITTEN:

a) Mobilization charges will be invoiced only upon completion of mobilization, submission/production of appropriate inventory documents, and physical verification by Company representative.

b) Contractor shall submit monthly invoices to Company only after the end of each calendar month for all daily or monthly charges due to the Contractor. In case the Contractor does not submit the required documents along with the invoices, then he shall not be entitled to any payment till such time the required documents are submitted. The Contractor shall not be entitled to any interest payments for any such delays.

c) Billings for daily charges/day rates will reflect details of time spent and the rates charged for that time. This should be in the form of monthly time analysis chart(s). The Contractor shall maintain a complete and correct set of records of all the operations, logbooks, and any other information on the basis of which the Contractor has preferred or may prefer his claim and draw the invoices accordingly on the Company. Monthly invoices will be raised only after completion of mobilization in all aspect.

d) Invoice for reimbursable charges, if any, related to the Contract will be accompanied by documents supporting the cost incurred and duly certified by Company representative.

e) Contractor will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment.

f) Payment of monthly invoices, if undisputed, shall be made within 30 calendar days following the date of receipt of invoice by Company excepting for the first and last monthly invoices where some delay (up to two months) may occur. The Contractor shall not be entitled to any interest payments for any such delays.

g) Company shall within 30 calendar 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 OIL's right to question the validity of the payment at a later date as envisaged above.

h) 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.

i) Payment of other invoices as set forth in Clause 11.3.d) (reimbursable items) shall be made within 30 days following the date of receipt of the invoices by Company.

j) Payment of Mobilization Charges shall be made within 45 calendar days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice accompanied by all supporting documents.

k) Payment of Demobilization charges shall be made when applicable within 45 calendar days following receipt of invoice by Company accompanied by the following documents from the Contractor:

(i) Audited account up to completion of the Contract.

(ii) Tax audit report for the above period as required under the Indian Tax Laws.

(iii) Documentary evidence regarding the submission of returns and payment of taxes for the personnel engaged by the Contractor or by its sub-contractor.

(iv) Proof of re-export of all items including the unutilized spares and consumables (excepting spares and consumables consumed during the contract period) and also cancellation of re-export bond if any.

(v) Any other documents as required by applicable Indian Laws. In case, no de-mobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by Company.

(vi) 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. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Contract.

12.0 INVOICE SUBMISSION:

12.1 Invoice, accompanied by copies of the original vouchers, records, receipts or other supporting evidence for the work performed or the expenses incurred during each month, shall be presented to Company's office on or before the tenth (10th) of each succeeding month or soon thereafter.

12.2 The original invoice should also accompany the following documents/details:

(i) ALONG WITH FIRST INVOICE:

Following documents / details should be invariably furnished along with the first GST invoice raised under GST Law indicating GST Registration Number therein:

a) Copy of valid GST registration certificate under GST Legislation.

b) Particulars required for making payments through 'Electronic Payment Mechanism'.

c) Mobile No. (Optional).

d) e-mail ID.

(ii) Payment of Mobilization Charges:

a) Invoice (In accordance with the relevant GST rules).

b) Insurance policies (As applicable).

c) Inspection report (Pre-mob, as applicable).

d) Notification Certificate of Acceptance of Mob.

e) Certificate of 'Commencement of operation' under this contract.

(iii) Periodical / Monthly payment:

a) Invoice (i.e., Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating Service Classification, Service Accounting Code, Rate and amount of GST shown separately).

b) Insurance policies and proof of payment of premium (As applicable).

c) Details of statutory payments like EPF and ESI etc. (As applicable).

d) Undertaking by the contractor regarding compliance of all statutes.

e) Certificate by the contractor stating that labour have been paid not less than minimum wages. (As applicable).

f) Copy of Time sheet / Log Sheet / DPRs with summary showing non-operating period, Flying Hours, AOG period, breakdown of equipment, non-deployment etc (if any) and reasons thereof. The documents submitted with the invoice will be duly approved by the Company Representative on a daily basis.

Any other document specifically mentioned in the Contract or supporting documents in respect of other claims (if any), permissible under the Contract.

g) All Invoices must be uploaded in Company's Vendor Invoice Management (VIM) Portal for processing of payment. The link to OIL's VIM portal is provided below: https://vim.oilindia.in/velocious-portal-app/

(END OF SECTION-IV, PART-3)

Annexure- V to

BID CORRIGENDUM-3

REVISED PROFORMA-B	
REVISED PRICE SCHEDULE (FORMAT)	
Description: Hiring of agency for charter hire of helicopter services to support Drilling Operations in Krishna Godavari and Mahanadi Offshore Blocks on the East Coast of Indian waters for a period of 03 (Three) years extendable by another maximum 12 (Twelve) months at the same rates, terms and conditions.	
Bid Details	
Bidder Name :	
Quote No :	
CURRENCY QUOTED (USD/INR/GBP/EUR) (Select from Drop-Down list)	**USD**
No. of Helicopters tendered by OIL	**01 (One)**
No. of Categories of Helicopters Quoted	
No. of Helicopters Offered (Identified):	
Details of Helicopters Offered :	

SI.	**Name/ Make/ Type of Helicopter**	**Helicopter Serial No.(MSN) / Call Sign**	**Manufacture Month & Year / UM**	**Ownership (O/PO/L/PL)**	**Availability (Firm/STA)**	
1						

2						
3						
UM : Under Manufacturing , O: Owned, PO: Proposed to be owned, L: Leased, PL: Proposed to be Leased, STA: Subject to Availability						
A. PRICES :						
SL.	**Descriptions of Job/Item**	**UOM**	**Quantity**	**Rate to be quoted Excluding GST**	**Total Amount Excluding GST**	**Indian Expenses in percentage (To be filled up by Foreign bidder in case they are quoting in currency other than INR. Refer to Clause No. 8.0 of ITB). (Indian Bidders are not required to fill this.)**
	KRISHNA GODAVARI AND MAHANADI BLOCKS					
1	Fixed Monthly Charge (FMC) - Firm Helicopter	Month	36.00		-	
2	Flying Hourly Charges (FHC) - Firm Helicopter	Hour	3240.00		-	
3	Mobilization Charge to Visakhapatnam Heli Base (M) - Firm Helicopter	Lump sum	1.00		-	
4	Demobilization Charge from Visakhapatnam Heli Base (DM) - Firm Helicopter	Lump sum	1.00		-	

5	**Total Value 1 to 4 (Exclusive of GST)**			-	
6	**Goods and Service Tax (GST)**	**Percentage (%)**		-	
7	**Total Contract value of first firm Helicopter under Category A for 36 months (5+6) - inclusive of GST**			-	
				The above cost should be maintained in the "Total Bid Value" field on e-tender portal	
C. GOODS AND SERVICE TAX (GST)					
1	Description of service as per GST rules (under which the service is covered).				
2	Service Accounting Code as per GST rules.				
Others:					
1. Mobilization charges quoted by the bidder for the helicopter shall not exceed 7.5% of the total quoted value for the helicopter for that category. However, mobilization charges if quoted in excess of 7.5% of the total quoted value, the excess amount shall be deducted from the mobilization invoice and the same will be paid at the end of the contract.					
2. Demobilization charges quoted by the bidder for the helicopter shall not be less than 0.5% of the total quoted value for the helicopter for that category. If De-mobilization charges are quoted in deficit or less than 0.5% of the total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.					
3. Force Majeure Day Rate of the Air Logistics (Helicopter) Services shall be 75% of the Fixed Monthly Charges divided by 30 days. (This rate will not be considered for price evaluation).					

Response to Pre-Bid Queries against Tender Number: CEG2068P27

Vendor 1

Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
1	Notice inviting Tender /Point k/ **Pg 2 of 245**	Bid Security Amount: INR 4,47,04,000.00 Or USD 469,397.89	The Bid Security amount stipulated for a single helicopter is considerably high. In line with prevailing industry practice in offshore Oil & Gas helicopter contracts, the Bidder requests OIL to revise the Bid Security amount to INR 88,74,000 for one helicopter.	Not accepted Bid Security Amount is enhanced. Please refer Corrigendum
2	Notice inviting Tender /Point m **Pg 2 of 245**	Amount of Performance Security: 5% of total estimated contract price, to be furnished within 30 days from the date of notification of award.	The Bidder requests OIL to consider reducing the Performance Security requirement to 3% of the Annual Contract Value (ACV) and permit submission of the Performance Bank Guarantee within 60 days from the date of issuance of the Letter of Award (LOA).	No change
3	PART I/INSTRUCTIONS TO BIDDERS **Clause 12.1/Pg 16 of 245**	Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.	Bidder requests for the Bid validity period to be 90 days from Bid closing date.	No change. As per tender
4	PART 2/PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC) / TECHNICAL EVALUATION CRITERIA	Required for crew change between Offshore 01 Firm Drilling Unit operating in ultra deep-water blocks and Heli Base at Visakhapatnam.	Kindly confirm that all operations under the contract shall be undertaken from Visakhapatnam and that no change of operating base or deployment to any alternate permanent base is envisaged during the contract period.	Confirmed. Vishakhapatnam or Bhogapuram (Operation of all commercial flights will be shifted from Vishakhapatnam to Bhogapuram).

Response to Pre-Bid Queries against Tender Number: CEG2068P27

Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	Clause A / **Pg 27 of 245**			
5	PART-2/ PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC) **Clause 8.3 /Pg 34 of 245**	In case of the leased helicopter(s) or proposed purchase of helicopter(s), the bidders are required to submit along with the technical bid, a copy of the Memorandum of Understanding/ Agreement of lease/purchase of helicopter(s), concluded with the owner of the helicopter(s), specifically for this tender. This must be duly supported by documentary proof of ownership of the helicopter(s) in the form of a registration certificate of the helicopter(s). The above MOU/agreement must be valid throughout the validity of the bid. The successful bidder shall be required to keep the MOU/Agreement valid for the period of the contract and any extension thereof.	The bidder proposes to offer a helicopter which is presently operating in India under the bidder's NSOP on an existing offshore contract. The helicopter is registered under the bidder's NSOP, and the bidder possesses the valid Certificate of Registration (C of R) and Certificate of Airworthiness (C of A). The Certificate of Registration also identifies the registered owner of the helicopter. OIL is requested to clarify whether submission of the C of R, C of A and evidence of the helicopter being operated under the Bidder's NSOP would be considered sufficient for compliance with the helicopter identification requirements.	C of R, C of A and evidence of the helicopter being operated under the bidder's NSOP would be considered sufficient for the identification of Helicopter. However, if the bidder is not the owner of the Helicopter, bidder must have a MoU/Agreement with the owner of the helicopter
6	PART II/PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC) **Clause 14.0/Pg 36 of 245**	The flying requirement of the helicopters that will be used for regular sorties shall be for around 60 hours per month. However, actual flying hours may vary as per the operational requirements of the Company. If required, Company may use the helicopters beyond the estimated hours per month per helicopter at the same rates, terms, and conditions.	The Bidder requests that the minimum guaranteed flying hours be maintained at 60 hours per month.	Not Agreed
7	PART-I GCC SPECIAL TERMS &	Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR	Bidder requests OIL to release payment for undisputed invoices within 15 days following the date of receipt of invoices	No change.

Response to Pre-Bid Queries against Tender Number: CEG2068P27

Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC)/ REMUNERATION AND TERMS OF PAYMENT **Clause 27.5 /Pg75 of 245**	is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.		
8	PART-I GCC SPECIAL TERMS & CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC) / REMUNERATION AND TERMS OF PAYMENT **Clause 27.8 /Pg76 of 245**	Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.	Bidder requests OIL to release payment for undisputed invoices within 15 days following the date of receipt of invoices.	No change.
9	PART-I GCC SPECIAL	COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item	Bidder requests OIL to notify within 7 days in case of any queries related to invoices.	No change.

Response to Pre-Bid Queries against Tender Number: CEG2068P27

Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	TERMS & CONDITIONS(STC) SECTION-I:GENERAL CONDITIONS OF CONTRACT (GCC)/REMUNERATION AND TERMS OF PAYMENT **Clause 27.9/Pg76 of 245**	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 no. 27.4 above.	FMC Invoices: These will be submitted at the beginning of each month. The Bidder requests that payments for FMC invoices be scheduled in advance to ensure timely settlement. FHC Invoices: These will be submitted at the end of each month. The Bidder requests that payments for FHC invoices be scheduled accordingly in line with submission.	
10	PART-I GCC SPECIAL TERMS & CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC)/REMUNERATION AND TERMS OF PAYMENT	Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR	Bidder requests OIL to release payment for undisputed invoices within 15 days following the date of receipt of invoices	No change.

Response to Pre-Bid Queries against Tender Number: CEG2068P27

Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	Clause 27.11/ Pg 76 of 245			
11	PART-I GCC SPECIAL TERMS & CONDITIONS(STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC) / TIMELY MOBILIZATION AND LIQUIDATED DAMAGES **Clause:30. b/ Pg78of 254**	If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.	Bidder requests OIL to clarify that no liquidated damages shall be applicable for delays arising due to reasons beyond the contractor's reasonable control, including but not limited to regulatory approvals, customs clearances, airport permissions, security clearances, acts of government, war, armed conflict, hostilities, terrorism, geopolitical disruptions, force majeure events and delays attributable to third-party agencies. Further, bidder requests that the mobilization schedule shall be extended correspondingly in such circumstances without any imposition of liquidated damages.	No change.
12	PART-I GCC SPECIAL TERMS & CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC)/ Termination for Unsatisfactory Performance	If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days' notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-	Bidder requests OIL to consider a minimum notice period of three (3) months for termination arising out of non-performance. Further, in the event of prolonged Force Majeure affecting either party, termination shall be subject to a minimum three (3) months' prior written notice to facilitate orderly demobilization.	No change.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	Clause:44.5 /Pg89 of 245	performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If, however, CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 day's notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].		
13	PART 3 /SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK **Clause 3.1 Pg 94 of 245**	**Helicopter Type / Requirement for above** - Maximum AUW up to 10000 kgs (Minimum 13-Seater + 2 seats for pilots) to cover minimum 375 NM without re fueling – 1 (One) No.	Bidder requests to maintain **maximum** distance covered to be 375 NM.	**Tender amendment will be issued.**
14	PART -3 SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK **Clause: 4.0 para 4 /Pg 95 of 24**5	The Contractor shall provide complete Air Logistics Support for the airlift of the crew including the Company's personnel, essential cargo, emergency medical services required between the designated helicopter base and the offshore Drilling Unit at Heli bases designated for the blocks as detailed above.	GVHL NSOP permits passengers only and is not cleared for cargo operations. Only Passenger Baggage accompanied by the passenger is permitted. No separate Cargo flight can be undertaken. Also, personal baggage will be limited by the space and load limitation of the baggage compartment. Dangerous Goods are NOT permitted on board GVHL Helicopters.	At times Non dangerous goods like office stationaries, personnel protective equipment (PPE), Hand tools etc. will have to be carried with the passengers.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
15	PART 3 /SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK **Clause 4, Para 5/ Pg 95 of 245**	The Contractor will also ensure Helicopter support in the event of medivac and other operational exigencies within the least response time. In the event of failure, Contractor shall arrange requisite Helicopter support as an alternative at the sole risk and cost of the Contractor.	The helicopter being offered is configured as a passenger aircraft. As such, it is not equipped to undertake medivac operations or emergency medical evacuation events.	No change. To be as per tender
16	PART -3 SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Air Logistics Services should meet the following requirements **Clause :5.2 /Pg 95 of 245**	A minimum of one set of pilots is a must for the firm helicopter offered. An extra one set of pilots shall be mobilized to the Visakhapatnam or any other permanent Heli bases in India of the Company within 05 calendar days, as and when required, at no additional cost to OIL.	Kindly clarify the requirement for an extra set of crews.	Additional set will be required when present set of Pilots are not available.
17	PART -3 SECTION II	2 (two) Seats once weekly, during crew change sorties, shall invariably be kept reserved for	These can be provided within the available Payload.	Noted

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Air Logistics Services should meet the following requirements **Clause :5.3 / Pg 95 of 245**	company's visiting personnel i.e. other than normal crew change personnel.		
18	PART -3 SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Air Logistics Services should meet the following requirements **Clause :5.4 /Pg 95 of 245, 5.11 /Pg 96**	Helicopter(s) offered must have the capacity to fly up to minimum 13 personnel other than the crew as specified in Clause 3.0 above. The Helicopters offered must be capable of airlifting passengers to and from an offshore location at a one-way distance of 187.5 nautical miles (minimum) from Company's designated Heli Base without refueling. The total minimum distance to be covered without refueling is 187.5 x 2 = 375 nautical miles. Rotary Wing Aircraft offered should be capable of transporting up to minimum 13 (Thirteen) passengers to offshore well locations as per requirement specified in Clause 3.0 above, with specifications to be provided in Table 4 below.	Please note that despite the helicopter's seating capacity, the number of passengers that can be carried will be subject to various factors like distance, weather conditions, deck height, etc. In fair weather 187.5 NM maximum load @ 30 deg Celsius and suitable Deck height in AW 139 approximately 350 kgs can be provided.	Noted. **Tender amendment will be issued.**

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	of 245 and 7.1/ Pg 98 of 245			
19	PART 3, SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Scope of Work/Requirement of helicopter **Clause No:6.1/Pg97 of 245**	The Contractor shall be solely responsible for complying with DGCA Rules, Regulations, and Aviation requirements issued from time to time in respect of operation and maintenance in India.	Offshore Rig clearance from DGCA will be the responsibility of OIL India.	Agreed.
20	PART 3, SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Scope of Work/Requirement of helicopter	Contractor shall be responsible for arranging special sorties as and when required by Company for reasons other than directly connected with the rig operations, at Company's cost as per the program notified by Company to Contractor.	Kindly clarify the nature of the special sortie.	Special sorties for administrative officers as and when requested within the operational area.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	Clause No:6.3/ Pg 97 of 245			
21	PART 3, SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Responsibilities of the Contractor **Clause No:6.5 /Pg 97 of 245**	The Contractor shall call the designated helicopter for operations under their contract and its base of operations to be equipped with appropriate, sufficient, and functional communication equipment/appliances to maintain a continuous two-way communication system during flight operation between the helicopter, and destination (offshore/onshore) and departure location or vice versa at all times when on the ground or airborne.	Kindly clarify the communication facilities expected to be provided by the contractor. Bidder proposes that operational communications with ATC and offshore installations shall be through standard aviation communication systems and frequencies.	Agreed.
22	PART 3, SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Scope of Work/Requirement of helicopter	The Contractor shall provide hangar (if available at the designated Airport), tarmac facilities, and base facilities for the conduct of operation including facilities for cargo/passenger handling their security checks, passenger briefing on the use of life-saving appliances on-board, in-flight emergency procedures, and if the flight involves extended over the water operation, well in advance before boarding the helicopter(s).	Bidder requests OIL to coordinate with AAI for obtaining Hangarage and Tarmac facilities at Visakhapatnam/Bhogapuram.	No change. To be as per tender. However, OIL will provide necessary assistance as and when required.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	Clause No:6.6/ Pg 97 of 245			
23	PART 3, SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Scope of Work/Requirement of helicopter **Clause No:6.9 / Pg97 of 245**	Offshore Helicopter Recommended Practices (OHRP) and its component documents provide recommended practices that will assist in the safe, effective, and efficient management of offshore commercial helicopter transport operations. The document reflects industry best practices, developed in collaboration between Oil and Gas Companies, Aviation Industry Associations, and Helicopter Operators. Adopting the Offshore OHRP will provide the framework for effective management of a key material risk to the safety of offshore personnel.	GVHL is governed by the relevant Indian DGCA regulations and these will be adhered to for all operations by GVHL	Agreed
24	PART-3 ,SECTION II, TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Responsibilities of the Contractor	During the life of the contract, the Contractor guarantees that the Helicopters will be available and mechanically capable to fly within the normal working hours every day from half an hour after sunrise to half an hour before sunset or twelve duty hours whichever comes first, except for (4) four days per month and not cumulative from month to another month which is allowed by the Company to Contractor for the maintenance (Routine or Breakdown).	Kindly confirm that aircraft availability obligations shall remain subject to DGCA Flight Duty Time Limitation regulations, weather conditions, ATC restrictions and applicable safety requirements. Please note pilots will have one day off in any continuous period of 7 days working.	Agreed

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	Clause: 6.10/ Pg 98 of 245			
25	PART3, SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Responsibilities of the Contractor **Clause No:6.11/ Pg98 of 245**	The Contractor will be obligated to support the Company with a replacement Helicopter(s) of the same type of Helicopter(s) and of similar specification if the Helicopter(s) subject to this Contract is unavailable for operation on any day/days over the allowed four days due to mechanical breakdown with no extra charges than the rate of the originally chartered Helicopter(s). Such replacement must be completed in 15 Calendar days.	Kindly confirm that no standby or backup helicopter is required under the scope of this contract and that contractual obligations shall be fulfilled through the contracted helicopter subject to the downtime provisions of the contract.	To be as per tender.
26	PART 3, SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Scope of Work/Requirement of helicopter **Clause No:6.13/ Pg98 of 245**	Address contingency plans for situations such as equipment breakdown, crew unavailability, and adverse weather conditions, outlining alternative solutions and protocols.	Please confirm whether an additional pilot is required to be positioned for catering to crew unavailability.	Additional set will be required when present set of Pilots are not available.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
27	PART 3, SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK / Scope of Work/Requirement of helicopter **Clause No:7.2 to 7.4 /Pg 98 of 245**	Personnel Qualifications. Pilots in command of all Helicopters shall possess the following minimum experience and qualifications: Experience and qualifications in accordance with the DGCA guidelines or latest version of OGP Aircraft Management Guide 2007, Appendix 5, Experience & qualification levels. A current medical certificate appropriate to his license. The Base Manager Pilot will possess the following minimum experience and qualifications: Experience and qualifications in accordance with the DGCA guidelines or latest version of OGP Aircraft Management Guide 2007, Appendix 5, Experience & qualification levels. A current medical certificate appropriate to his license. At least four (4) years of substantive seniority in Helicopter operations Co-Pilots (SIC) of each Helicopter will possess the following minimum experience and qualifications: Experience and qualifications in accordance with the DGCA guidelines or latest version of OGP Aircraft Management Guide 2007, Appendix 5, Experience & qualification levels. A current medical certificate appropriate to his license.	Crew qualification shall be in accordance with current Indian DGCA regulations.	Noted

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
28	PART -3 SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK/ Technical Specifications of offered Helicopters- Bidders to provide information for each Helicopter offered as per the following Table: **Clause: 8 /Pg 99 of 245**	Technical Specifications of offered Helicopters- INSTALLED EQUIPMENT Engine Air Particle Separator Sky Connect	Engine Air Particle separator is not required for offshore helicopter operations. Request you to kindly remove same from the technical specification list. Sky Connect is not mandatory for offshore helicopter operations. Request you to kindly remove same from the technical specification list.	Agreed **Tender amendment will be published.**
29	Part 3, Section II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)/ DELIVERY OF HELICOPTERS: **Clause: 2.3** / **Pg 104 of 245**	This Contract shall commence when the Air Logistics (Helicopter) Services are mobilized as per the mobilization schedule and are ready in all respects for carrying out necessary trial runs on the drilling unit's helideck to commence operations as per the Scope of work, including obtaining all statutory clearances and duly certified by the Company Representative; herein referred to as "Commencement Date".	Deck inspection and clearance shall be provided by OIL. In case of Shifting of Rig from one location to another, a fresh trial landing will be required for the new location of the rig at OIL cost.	Agreed. Trial landing will be at OIL's cost
30	Part 3, Section II		Clearance with regard to Heli decks shall be obtained by OIL.	Agreed.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / DELIVERY OF HELICOPTERS **Clause: 3.2** / **Pg 104 of 245**	The Contractor shall obtain at his cost all necessary approvals, clearances, permits, and statutory licenses from regulatory authorities including DGCA, India, and ensure that the helicopter is properly licensed and complies with all Laws, Rules, Regulations, Orders, Standards and Schedules governing aircraft in Non-Scheduled category of DGCA, India and is flown and operated offshore in compliance with the laws in force.		
31	Part 3, Section II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) **Clause: 7.2** / **Pg 106 245 ,10.9**/ **Pg110 of 245 and 10.20**/ **Pg111 of 245**	The flying requirement shall be as under. Offshore Rig Support Helicopter: Around 60 hours per month. The actual flying hours may vary as per the operational requirements of the Company. Contractor shall provide for the duration of the Agreement for the helicopter An extra one set of pilots will be mobilized to Visakhapatnam/ Bhogapuram or any other permanent base in India of the Company within 05 calendar days, as and when required, at no additional cost to Oil India Limited. The Contractor shall be under obligation to provide the Company the contracted helicopter daily in airworthy condition, regularly on all 365 days of the year and without delay at the time asked for by the Company to complete the daily assigned task.	The quantum of flying that can be provided will be subject to crew FDTL. Kindly clarify the requirement for an extra set of crew.	Agreed. Additional set will be required when present set of Pilots are not available.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
32	Part 3, Section II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / CONTRACTOR'S OBLIGATIONS **Clause: 8.1.1 /Pg107of 245**	Contractor shall ensure that its personnel will be competent as required under the service to be provided. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment, i.e. within the mobilization period. The Contractor shall not deploy its personnel unless cleared by the Company. The contractor shall not replace the personnel initially mobilized during the contract period, except in the case of leave, illness, and resignation.	GVHL follows a roster system for pilots and suitably qualified pilots will be positioned to undertake flying operations on a rotation basis.	Agreed. Approvals to be taken from OIL for all pilots and co-pilots that will be included in GVHL roster system for this contract. Any subsequent changes in the roster shall also be subject to OIL approval.
33	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)/ CONTRACTOR'S SPECIAL OBLIGATIONS: **Clause 9.3 /Pg108 of 245**	Contractor shall arrange for transportation of all equipment, materials, consumables etc. from the port of importation/point of origin to the Company's Heli Base at Sri Vijaya Puram / Visakhapatnam and back at the end of the work at their own expense. Arrangement of Permits and payment of Entry Tax, if any, for bringing Contractor's equipment / materials / consumables to Company's Heli Base at Visakhapatnam shall be Contractor's responsibility and at their cost.	We believe that "Vijaya Puram" has been mistakenly mentioned in this clause. Kindly clarify that the base will be Visakhapatnam. In the event that the base is confirmed to be at Bhogapuram, the Bidder requests confirmation that all base approval charges shall fall under the responsibility of OIL.	Vijaya Puram will be deleted. Base will be at Vishakhapatnam or Bhogapuram (Operation of all commercial flights will be shifted from Vishakhapatnam to Bhogapuram). **Tender amendment will be published.** To be as per tender.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
34	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.4/ Pg109 of 245**	The Contractor shall be responsible to arrange at his cost the facilities relating to the hangar, storage space for spares, parking, repairs, personnel, accommodation, transport, security, communication, or any other facility deemed required to provide helicopter services at Sri Vijaya Puram or any other permanent base of the Company in India.	Bidder requests OIL to provide suitable operational infrastructure at the base including hangar space (where available), office accommodation, storage area, utilities, parking facilities and other infrastructure necessary for execution of the contract. In the event Hangarage and Tarmac facilities are not available at Visakhapatnam/Bhogapuram bidder requests OIL to facilitate allocation of suitable maintenance and parking facilities through the airport authorities. All hangar related charges to be borne by OIL. We believe that "Vijaya Puram" has been mistakenly mentioned in this clause. Kindly clarify that the base will be Visakhapatnam.	Not agreed. To be as per tender. "Vijaya Puram" will be deleted. **Tender amendment will be published.**
35	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.10/ Pg110 of 245**	The Contractor's personnel shall carry out and observe the instructions given by the Company in the course of job execution. They shall also maintain complete secrecy of the operations and assigned tasks. It is agreed that all the flights, except test flights, shall be made only on the directions of the Company or his authorized representative nominated from time to time.	Training flights required to maintain pilot currency shall be conducted at the discretion of GVHL in coordination with OIL to ensure no disruption of services.	Training flights for maintaining pilot currency to be at GVHL's cost (Flying Hours Cost)

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
36	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.12 /Pg110 of 245**	Passengers and/or cargo may be carried in the helicopter as required by the Company, and to be notified before each flight. The Contractor shall provide to the Company a table indicating approximate different payloads for the helicopter which can be carried to different locations of the Company at varying temperature conditions. Notwithstanding the foregoing, it shall be Contractor's responsibility to determine and advise the acceptable payload to the Company before each flight and upon such determination, the Contractor may vary the proposed load to be carried by helicopter in case there is any change in the program by the Company for the day or there is a change in meteorological parameters of the day.	GVHL NSOP permits passengers only and is not cleared for cargo operations. Only Passenger Baggage accompanied by the passenger is permitted. No separate Cargo flight can be undertaken. Dangerous Goods are NOT permitted on board GVHL Helicopters.	At times Non dangerous goods like office stationaries, personnel protective equipment (PPE), Hand tools etc. will have to be carried with the passengers.
37	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.13 /Pg111 of 245**	The Contractor shall deploy a flight dispatcher at the Company's Heli base for the conduct of a smooth operation.	A Base Coordinator will be provided by GVHL for the smooth conduct of operations.	Agreed

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
38	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.14 /Pg111 of 245**	The Contractor shall provide adequate personnel and facilities at the base for handling passenger baggage between the departure/arrival area and the helicopter. The Contractor shall also provide suitable conveyance for the movement of passengers between the Terminal building and helicopter, wherever required.	GVHL will appoint an AAI-approved ground handling agent as required, and the cost of the same shall be reimbursed by OIL India.	Agreed. **Tender amendment will be published by incorporating an additional clause. Cost will be reimbursed by Oil India Limited.**
39	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.17/ Pg111 of 245**	The helicopter shall be required to operate from the offshore helidecks of small/medium size at temporarily fixed Mobile Offshore Drilling Units in all weather conditions, including monsoon, as per Daily Flying Schedule provided by the Company. The Contractor shall ensure that helicopter operating to and from a helideck meet all the DGCA regulatory requirements. At no stage, there should be any compromise with the Safety of the passengers and helicopter.	Operations to Small / Medium size helideck will be subject to limitations as laid down by DGCA and in the Helicopter RFM. All weather operations subject to weather minima i.e. DGCA regulations and GVHL SOPs. Trial landings are to be carried out on helidecks before regular operations, and the deck approval for these shall be obtained by OIL. All such flights shall be on account of OIL.	Agreed
40	Part-3 ATC Section-II ADDITIONAL TERMS AND	The Company shall provide a chronological manifest containing details of the number of passengers, their names and cargo on board, and the ETD to the Contractor prior to the	GVHL NSOP permits passengers only and is not cleared for cargo operations. Only Passenger Baggage accompanied by the passenger is	At times Non dangerous goods like office stationaries, personnel protective equipment

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.19** / **Pg111 of 245**	departure of the flight. Contractor to confirm same and provide ETD and ETA based on the ETD provided by Company.	permitted. No separate Cargo flight can be undertaken. Dangerous Goods are NOT permitted on board GVHL Helicopters.	(PPE), Hand tools etc. will have to be carried with the passengers.
41	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.21/ Pg111 of 245**	At Company's Heli base, the Cargo handling arrangements shall be made by the Contractor.	GVHL NSOP permits carriage of only Passengers and their accompanied baggage. Cargo Handling will be limited to Passenger Baggage accompanied by the passenger.	Noted. At times Non dangerous goods like office stationaries, personnel protective equipment (PPE), Hand tools etc. will have to be carried with the passengers.
42	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.23/ Pg111of 245**	The Contractor shall be responsible to impart Safety briefing to all the passengers prior to departure from the base. The Contractor must ensure that all passengers are instructed on safety procedures, safe practices, emergency procedures, life vest procedures, air breathers, evacuation procedures, etc. The instructions shall be comprehensive and presented in a manner that is clearly understood by all the passengers.	HUET training for all the passengers shall be responsibility of OIL India. Safety Briefing will be provided to the passengers before the flight by GVHL.	Agreed.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
43	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.24 /Pg112 of 245**	The Contractor undertakes to provide maximum useful payload in line with the helicopter manufacturer's Payload chart. It is expected that all the pilots of the Contractor shall utilize the same Standard chart for arriving at optimum payload for conditions at a time. The contractor should submit the following payload charts: (a) Performance of Helicopter in terms of allowable Payload excluding fuel requirement at various ambient temperatures in fair weather conditions. (b) Payload calculations for Base to Offshore sorties.	The payload carried may vary depending on factors such as distance, weather conditions, deck height and other operational considerations.	Noted.
44	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)/ OPERATIONAL TERMS & CONDITIONS **Clause 10.26 /Pg112 of 245**	The Company shall arrange and bear the cost relating to the facilities of free boarding and lodging for the crew at Offshore installation and shall also provide necessary support at offshore installation for helicopter operation; i.e., helideck manning, communications, firefighting, security, medical, non-directional Beacons, wind direction indicators, space for helicopter spares, etc.	OIL shall provide a suitable accommodation as defined in DGCA CAR 7/J/II para 3.19. OIL to provide a Safety Boat during offshore sorties.	Accommodation will be provided as available in Drilling Unit. Safety boats will be provided during Offshore sorties.
45	Part-3 ATC Section-II ADDITIONAL TERMS AND	The Contractor shall nominate Base Manager, who shall be available during the entire day to coordinate with the Company's Operational team for the smooth conduct of operations.	A Base Coordinator will be provided by GVHL for the smooth conduct of operations.	Agreed.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.28 /Pg112 of 245**			
46	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 10.31 /Pg112 of 245**	The pilots shall be allowed to carry out sorties during the night to and from the Company's offshore drilling unit on Company's account for the purpose of following pieces of training and maintenance of currency/recency as per DGCA requirements. a) Corrective training (A DGCA requirement in case of an incident) b) Night Deck Landing Practice (DGCA requirement for night currency) The Contractor will schedule the training in advance and notify Company about the same latest 24 hours prior to such night flights. Such training and maintenance sorties must not interrupt the Company's planned movement of personnel.	Night flying will not be possible.	Noted.
47	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)	The downtime permissible for scheduled and unscheduled maintenance (where stipulated by the Contractor as a technical requirement and accepted by the Company) and payable by the Company pro-rata as per Fixed Monthly Charges (FMC) shall be 04 (four) days per month per helicopter and to which Contractor shall be	Bidder requests OIL to permit accumulation of the permissible maintenance downtime of 04 (four) days per month per helicopter for a period of up to three (3) consecutive months, thereby allowing utilization of up to twelve (12) days of accumulated downtime at a time for scheduled maintenance activities, major inspections, component replacements and continued	Agreed for maximum accumulation of up to 08 days. **Tender amendment will be published.**

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	/ DOWNTIME CLAUSE **Clause 11.1 / Pg113 of 245**	entitled during the month. However, the Contractor shall not be allowed to accumulate any leftover downtime period during the tenure of the Contract. If AOG (Aircraft on Ground) days in respect of the helicopter exceed the Free Downtime days available in any month, then charges (FMC) will be made on a pro-rata basis for days the helicopter is available during the month.	airworthiness requirements. Such accumulated downtime shall remain within the overall annual downtime entitlement and shall be planned in consultation with OIL to minimize operational disruption.	
48	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / DOWNTIME CLAUSE **Clause 11.2 /Pg113 of 245**	The Contractor will carry out all its maintenance, repair, overhaul, or service activities during such times other than the timings of an operational day so that the flying activities during the day, other than ground time as specified in Clause 11.1 above are not affected adversely.	Bidder requests OIL to consider all scheduled maintenance activities required for continued airworthiness of the helicopter as part of the contractual scope, in addition to the permitted downtime provisions. No deduction from Fixed Monthly Charges (FMC) should apply during such scheduled maintenance periods.	As per the tender. Bidder to plan schedule maintenance within the allowed downtime.
49	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS	The helicopter and its crew(s) shall be available and fully operational for use by the Company during an operational day. A helicopter would be considered operational for Half a Day if it is made available to the Company any time up to 1100 Hrs during the first half of the day and up to 14:30 Hrs during the second half of the day. It would be treated as serviceable for Full Day if it has been made available during both halves of that day. However, if a helicopter is made available before	Availability of crew shall be subject to FDTL.	Noted.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	Clause 11.3/ Pg114 of 245	1100 hrs. and the same stays in the field up to 1430 hrs. at the insistence of the Company, then the said helicopter will be deemed to be available for the full day. In case, a helicopter is available for the first half of the day then it must be made available in the second half of the day with sufficient time to conduct another sortie, only then the said helicopter shall be deemed available for the second half of the day, failing which helicopter shall be considered as ½ days AOG.		
50	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) / OPERATIONAL TERMS & CONDITIONS **Clause 11.6/ Pg114 of 245**	Notwithstanding anything stated hereabove, the following time gap between the two sorties shall be allowed for the Contractor to carry out their running repairs and maintenance of helicopters: a) 45 minutes, in cases where the helicopter has flown from the base and returns to the base to undertake another sortie during the same day. b) ATC 3 Hours, in cases where the helicopter has returned to the Base from a night halt en route.	a) At least 01 hrs. 30 mins required for turnaround due to ground handling, pre/post flight actions and ATC clearances. b) Kindly clarify the requirement for the night halt as envisaged. The crew which stays offshore at night is restricted by FDTL regulations for next day's flying	a. Agreed for 01:30 Hr. **Tender amendments will be published.** b. Night halt at Drilling Unit due to any emergency of the Helicopter breakdown at Drilling Unit
51	Part-3 ATC Section-III SPECIAL CONDITIONS OF CONTRACT (SCC)/ OPERATIONAL	ATF (Aviation Turbine Fuel) shall be supplied by the Contractor (Helicopter Operator) at the cost of the Company i.e. Oil India Limited at Sri Vijaya Puram (Port Blair), Heli Base or any other permanent base of the Company in India. The cost of ATF will be reimbursed by the Company to the contractor on receipt of the Tax Invoice and original vouchers of the ATF supplier, for the	Kindly clarify the extent of support that shall be provided by OIL for aviation fuel coordination, passenger processing, logistics support and operational coordination at the operating base. Bidder requests OIL to amend the clause to clarify that the Contractor shall procure ATF and subsequently raise separate tax invoices for reimbursement of ATF	As per the tender.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
	TERMS & CONDITIONS: **Clause 12.1 /Pg115 of 245**	amount/quantity supplied to the Helicopter(s) designated for the Company. For such claim, the contractor shall not raise a separate invoice. Contractor shall act as PURE AGENT as per GST law. For test flights, maintenance flights, non-revenue flights, etc. ATF charges shall be borne by the Contractor.	along with applicable GST, supported by original supplier invoices and relevant documentary evidence. Accordingly, the requirement for the Contractor to act as a "Pure Agent" under GST provisions may be reviewed, considering that the Contractor would be issuing tax invoices for such reimbursements. We believe that "Vijaya Puram" has been mistakenly mentioned in this clause. Kindly clarify that the base will be Visakhapatnam.	"Vijaya Puram" will be deleted. **Tender Amendment will be published**
52	PART-III SOR SECTION-IV SCHEDULE OF RATES (SOR) / DEMOBILIZATION CHARGES ON LUMP SUM BASIS (DM): **Clause 2.4 /Pg127 of 245**	The contractor will ensure that demobilization is completed, and the Heli Base at Visakhapatnam/Bhogapuram or any other permanent base in India of the Company is cleared-off Contractor's property within 10 days of notice from the Company, failing which, demobilization charges and/or retention amount will not be payable.	Bidder requests clarification that Fixed Monthly Charges (FMC) shall remain payable until the helicopter reaches its designated home base in Mumbai following completion of demobilization activities under the contract.	Fixed Monthly Charges (FMC) shall remain payable till the issuance of Demobilization notice. Bidder to quote Demobilization charges as per the provision in the tender.
53	PART-III SOR SECTION-IV SCHEDULE OF RATES (SOR)/ FLYING HOURLY CHARGES (FHC) **Clause 4.4 /Pg129 of 245**	Company may use the helicopter for offshore operations beyond 60 hours per month.	The tender indicates estimated utilization of approximately 60 flying hours per month without specifying any upper limit. Bidder requests OIL to limit monthly utilization to 10% above the estimate, i.e. 66 hours per month. Any utilization beyond 66 hours in a month should attract proportionate additional Fixed Monthly Charges (FMC), in addition to applicable Flying Hour Charges, considering the increased burden on aircraft maintenance, component	Maximum anticipated utilization is 25% more than the estimated quantity of flying hours (90 hrs x 12 months x 3 years). FMC rates will be fixed irrespective of the utilization.

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
			consumption, crew deployment and operational support.	**Tender Amendments will be published.**
54	PART III /Section - IV /SCHEDULE OF RATES (SOR) //FORCE MAJEURE DAY RATE **Clause 10.2/ Pg 131 of 245**	Payment towards force majeure day rate of the Air Logistics (Helicopter) Services shall be 75% of the Fixed Monthly Charges divided by 30 days. This will be considered as FORCE MAJEURE RATE under all conditions.	Bidder requests payment terms in case of Force Majeure to be 100% of FMC.	No change. To be as per tender
55	Proforma-O-1 **Pg160 of 245**	CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING COST ACCOUNTANT / PRACTISING CHARTERED TOWARDS LOCAL CONTENT	Bidder requests OIL to clarify whether the Certificate confirming Local Content as per PROFORMA-O-1 may be certified by a Practicing Chartered Accountant in lieu of the Statutory Auditor.	Can be certified by a Practicing Chartered Accountant or Statutory Auditor
56	This shall be the responsibility of OIL India		• Passenger details and manifest. • Rig clearance and maintenance. • Communication/Navigation facilities on the rig (Radio / Sat Com / Internet / NDB) • HLO / HLA and all other deck related facilities required for flying operations from offshore at the Rig • Passenger Safety Briefing on board the rig for disembarking passengers • Passenger HUET • Safety Boat – in vicinity in water with qualified personnel & equipment for rescue. • Notice period of at least 04 hours in case no sortie planned for the day	Agreed

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Sr No	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
			• Sortie details for next day to be intimated latest by 1900h with departure not before 0800h the next day to cater for crew FDTL mandated rest period.	

Vendor 2

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S.N.	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
1	Notice inviting Tender /Point k/Pg 2 of 245	Bid Security Amount : INR 4,47,04,000.00 Or USD 469,397.89	The Bid Security amount stipulated for a single helicopter is considerably high. In line with prevailing industry practice in offshore Oil & Gas helicopter contracts, the Bidder requests OIL to revise the Bid Security amount to INR 88,74,000 for one helicopter.	No change
2	Notice inviting Tender /Point m/Pg 2 of 245	Amount of Performance Security 5% of total estimated contract price, to be furnished within 30 days from the date of notification of award.	The Bidder requests OIL to consider reducing the Performance Security requirement to 3% of the Annual Contract Value (ACV) and permit submission of the Performance Bank Guarantee within 60 days from the date of issuance of the Letter of Award (LOA).	No change
3	PART -2/PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC)/Clause 8.3 Page 34 of 245	In case of the leased helicopter(s) or proposed purchase of helicopter(s), the bidders are required to submit along with the technical bid, a copy of the Memorandum of Understanding/ Agreement of lease/purchase of helicopter(s), concluded with the owner of the helicopter(s), **specifically for this tender**. This must be duly supported by documentary proof of ownership of the helicopter(s) in the form of a registration certificate of the helicopter(s). The above MOU/agreement must be valid throughout the validity of the bid. The successful bidder shall be required to keep the MOU/Agreement valid for the period of the contract and any extension thereof.	The bidder proposes to offer a helicopter which is presently operating in India under the bidder's NSOP on an existing offshore contract. The helicopter is registered under the bidder's NSOP and the bidder possesses the valid Certificate of Registration (C of R) and Certificate of Airworthiness (C of A). The Certificate of Registration also identifies the registered owner of the helicopter. OIL is requested to clarify whether submission of the C of R, C of A and evidence of the helicopter being operated under the bidder's NSOP would be considered sufficient for compliance with the helicopter identification requirements.	C of R, C of A and evidence of the helicopter being operated under the bidder's NSOP would be considered sufficient for the identification of Helicopter. However, if the bidder is not the owner of the Helicopter, bidder must have a MoU/Agreement with the owner of the helicopter

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4	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.4(Pg109/245) OPERATIONAL TERMS & CONDITIONS:	The Contractor shall be responsible to arrange at his cost the facilities relating to the hangar, storage space for spares, parking, repairs, personnel, accommodation, transport, security, communication, or any other facility deemed required to provide helicopter services at Sri Vijaya Puram or any other permanent base of the Company in India.	We believe that "Vijaya Puram" has been mistakenly mentioned in this clause. Kindly clarify that the base will be Visakhapatnam.	Vijaya Puram will be deleted. Base will be at Vishakhapatnam or Bhogapuram (Operation of all commercial flights will be shifted from Vishakhapatnam to Bhogapuram). **Tender amendment will be published.**
5	PART 2/PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC) Clause A (Pg 27 of 245) TECHNICAL EVALUATION CRITERIA	Required for crew change between Offshore 01 Firm Drilling Unit operating in ultra deep-water blocks and Heli Base at Visakhapatnam.	Kindly confirm that all operations under the contract shall be undertaken from Visakhapatnam and that no change of operating base or deployment to any alternate permanent base is envisaged during the contract period.	Confirmed. Vishakhapatnam or Bhogapuram (Operation of all commercial flights will be shifted from Vishakhapatnam to Bhogapuram).
6	PART 3 ,SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause No:6.11 (Pg98 of 245) Responsibilities of the Contractor	The Contractor will be obligated to support the Company with a replacement Helicopter(s) of the same type of Helicopter(s) and of similar specification if the Helicopter(s) subject to this Contract is unavailable for operation on any day/days over the allowed four days due to mechanical breakdown with no extra charges than the rate of the originally chartered Helicopter(s). **Such replacement must be completed in 15 Calendar days.**	Please clarify that no standby or backup helicopter is required under the scope of this contract and that contractual obligations shall be fulfilled through the contracted helicopter subject to the downtime provisions of the contract.	To be as per tender.

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7	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 11.2 (Pg113 of 245) DOWNTIME CLAUSE	The Contractor will carry out all its maintenance, repair, overhaul, or service activities during such times other than the timings of an operational day so that the flying activities during the day, other than ground time as specified in Clause 11.1 above are not affected adversely.	Bidder requests OIL to provide a total of 20 days in a year for all scheduled maintenance activities required for continued airworthiness of the helicopter as part of the contractual scope, these 20 days will be in addition to the permitted downtime provisions. No deduction from Fixed Monthly Charges (FMC) should apply during such scheduled maintenance periods.	As per the tender. Bidder to plan schedule maintenance within the allowed downtime.
8	Part-3 ATC Section-III SPECIAL CONDITIONS OF CONTRACT (SCC) Clause 12.1 (Pg115 of 245) OPERATIONAL TERMS & CONDITIONS:	ATF (Aviation Turbine Fuel) shall be supplied by the Contractor (Helicopter Operator) at the cost of the Company i.e. Oil India Limited at Sri Vijaya Puram (Port Blair), Heli Base or any other permanent base of the Company in India. The cost of ATF will be reimbursed by the Company to the contractor on receipt of the Tax Invoice and original vouchers of the ATF supplier, for the amount/quantity supplied to the Helicopter(s) designated for the Company. For such claim, the contractor shall not raise a separate invoice. Contractor shall act as PURE AGENT as per GST law. For test flights, maintenance flights, non-revenue flights, etc. ATF charges shall be borne by the Contractor.	Kindly clarify the fuel reimbursement process that shall be provided by OIL for aviation fuel at the operating base. We believe that "Vijaya Puram" has been mistakenly mentioned in this clause. Kindly clarify that the base will be Visakhapatnam.	To be as per tender. “Vijaya Puram” will be deleted. **Tender Amendment will be published**
9	PART-III SOR SECTION-IV SCHEDULE OF RATES (SOR) Clause 2.4 (Pg127 of245) DEMOBILIZATIO N CHARGES ON LUMP SUM BASIS (DM):	The contractor will ensure that demobilization is completed, and the Heli Base at Visakhapatnam/Bhogapuram or any other permanent base in India of the Company is cleared-off Contractor's property within 10 days of notice from the Company, failing which, demobilization charges and/or retention amount will not be payable.	Bidder requests clarification that Fixed Monthly Charges (FMC) shall remain payable until the helicopter reaches its designated home base in Mumbai following completion of demobilization activities under the contract.	Fixed Monthly Charges (FMC) shall remain payable till the issuance of Demobilization notice. Bidder to quote Demobilization charges as per the provision in the tender.

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10	PART-I GCC SPECIAL TERMS & CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC) Clause:44.5 (Pg89 of 245) Termination for Unsatisfactory Performance	If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].	Bidder requests OIL to consider a minimum notice period of three (3) months for termination arising out of non-performance. Further, in the event of prolonged Force Majeure affecting either party, termination shall be subject to a minimum three (3) months' prior written notice to facilitate orderly demobilization.	No change.
11	PART 3 ,SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause No:6.5 (Pg 97 of 245) Responsibilities of the Contractor	The Contractor shall call the designated helicopter for operations under their contract and its base of operations to be equipped with appropriate, sufficient, and functional communication equipment/appliances to maintain a continuous two-way communication system during flight operation between the helicopter, and destination (offshore/onshore) and departure location or vice versa at all times when on the ground or airborne.	Kindly clarify the communication facilities expected to be provided by the contractor. Bidder proposes that operational communications with ATC and offshore installations shall be through standard aviation communication systems and frequencies.	Agreed

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12	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.12 (Pg110 of 245) OPERATIONAL TERMS & CONDITIONS:	Passengers and/or cargo may be carried in the helicopter as required by the Company, and to be notified before each flight. The Contractor shall provide to the Company a table indicating approximate different payloads for the helicopter which can be carried to different locations of the Company at varying temperature conditions. Notwithstanding the foregoing, it shall be Contractor's responsibility to determine and advise the acceptable payload to the Company before each flight and upon such determination, the Contractor may vary the proposed load to be carried by helicopter in case there is any change in the program by the Company for the day or there is a change in meteorological parameters of the day.	Kindly clarify the nature and extent of cargo proposed to be carried. Bidder understands that operations primarily involve transportation of passengers and their personal baggage only as dangerous goods are not permitted to be carried on Heligo Helicopters.	At times Non dangerous goods like office stationaries, personnel protective equipment (PPE), Hand tools etc. will have to be carried with the passengers.
13	PART-3 ,SECTION II, TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause : 6.10 (Pg 98 of 245) Responsibilities of the Contractor	During the life of the contract, the Contractor guarantees that the Helicopters will be available and mechanically capable to fly within the normal working hours every day from half an hour after sunrise to half an hour before sunset or twelve duty hours whichever comes first, except for (4) four days per month and not cumulative from month to another month which is allowed by the Company to Contractor for the maintenance (Routine or Breakdown).	Kindly confirm that aircraft availability obligations shall remain subject to DGCA Flight Duty Time Limitation regulations, weather conditions, ATC restrictions and applicable safety requirements. Please note pilots will have one day off in any continuous period of 7 days working.	Agreed

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14	PART-III SOR SECTION-IV SCHEDULE OF RATES (SOR) Clause 4.4(Pg129/245) FLYING HOURLY CHARGES (FHC)	Company may use the helicopter for offshore operations beyond 60 hours per month.	The tender indicates estimated utilization of approximately **60**–flying hours per month without specifying any upper limit. Bidder requests OIL to limit monthly utilization to 10% above the estimate, i.e.-**66** hours per month. Any utilization beyond **66** hours in a month should attract proportionate additional Fixed Monthly Charges (FMC), in addition to applicable Flying Hour Charges, considering the increased burden on aircraft maintenance, component consumption, crew deployment and operational support.	Maximum anticipated utilization is 25% more than the estimated quantity of flying hours (90 hrs x 12 months x 3 years). FMC rates will be fixed irrespective of the utilization. **Tender Amendments will be published.**
15	PART-I GCC SPECIAL TERMS & CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC) Clause:30.b(Pg78 of 254) TIMELY MOBILIZATION AND LIQUIDATED DAMAGES	If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.	Bidder requests OIL to clarify that no liquidated damages shall be applicable for delays arising due to reasons beyond the contractor's reasonable control, including but not limited to regulatory approvals, customs clearances, airport permissions, security clearances, acts of government, war, armed conflict, hostilities, terrorism, geopolitical disruptions, force majeure events and delays attributable to third-party agencies. Further, bidder requests that the mobilization schedule shall be extended correspondingly in such circumstances without any imposition of liquidated damages.	No change

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16	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 11.1 (Pg113 of 245) DOWNTIME CLAUSE	The downtime permissible for scheduled and unscheduled maintenance (where stipulated by the Contractor as a technical requirement and accepted by the Company) and payable by the Company pro-rata as per Fixed Monthly Charges (FMC) shall be 04 (four) days per month per helicopter and to which Contractor shall be entitled during the month. However, the Contractor shall not be allowed to accumulate any leftover downtime period during the tenure of the Contract. If AOG (Aircraft on Ground) days in respect of the helicopter exceed the Free Downtime days available in any month, then charges (FMC) will be made on a pro-rata basis for days the helicopter is available during the month.	Bidder requests OIL to permit accumulation of the permissible maintenance downtime of 04 (four) days per month per helicopter for a period of up to two (2) consecutive months, thereby allowing utilization of up to twelve (8) days of accumulated downtime at a time for scheduled maintenance activities, major inspections, component replacements and continued airworthiness requirements. Such accumulated downtime shall remain within the overall annual downtime entitlement and shall be planned in consultation with OIL to minimize operational disruption.	Agreed for maximum accumulation of up to 08 days. **Tender amendment will be published.**
17	PART-I GCC SPECIAL TERMS & CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC) Clause 27.8 (Pg76 of 245) REMUNERATION AND TERMS OF PAYMENT	Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.	Bidder requests OIL to release payment for undisputed invoices within 15 days following the date of receipt of invoices.	No change

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18	PART-I GCC SPECIAL TERMS & CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC) Clause 27.9 (Pg76 of 245) REMUNERATION AND TERMS OF PAYMENT	COMPANY shall within 30 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 no. 27.4 above.	Bidder requests OIL to notify within 7 days in case of any queries related to invoices. FMC Invoices: These will be submitted at the beginning of each month. The Bidder requests that payments for FMC invoices be scheduled in advance to ensure timely settlement. FHC Invoices: These will be submitted at the end of each month. The Bidder requests that payments for FHC invoices be scheduled accordingly in line with submission.	No change
19	PART-I GCC SPECIAL TERMS & CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC) Clause 27.5 (Pg76 of 245) REMUNERATION AND TERMS OF PAYMENT	Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.	Bidder requests OIL to release payment for undisputed invoices within 15 days following the date of receipt of invoices	No change

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20	PART-I GCC SPECIAL TERMS & CONDITIONS (STC) SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC) Clause 27.11(Pg 76 of 245) REMUNERATION AND TERMS OF PAYMENT	Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR	Bidder requests OIL to release payment for undisputed invoices within 15 days following the date of receipt of invoices	No change
21	PART -3 SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATION S / SCOPE OF WORK Clause : 8 (Pg 99 of 245) Technical Specifications of offered Helicopters- Bidders to provide information for each Helicopter offered as per the following Table:	Technical Specifications of offered Helicopters- INSTALLED EQUIPMENT Engine Air Particle Separator Sky Connect	Engine Air Particle separator is not required for offshore helicopter operations. Request you to kindly remove same from the Technical specification list. Sky Connect is not mandatory for offshore helicopter operations. Request you to kindly remove same from the Technical specification list.	Agreed **Tender amendment will be published.**

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22	PART -3 SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause : 4.0 para 4 (Pg 95 of 245) Air Logistics Services should meet the following requirements	The Contractor shall provide complete Air Logistics Support for the airlift of the crew including the Company's personnel, essential cargo, emergency medical services required between the designated helicopter base and the offshore Drilling Unit at Heli bases designated for the blocks as detailed above.	Heligo NSOP permits passengers only and is not cleared for cargo operations. Only Passenger Baggage accompanied by the passenger is permitted.Separate Cargo flight can be undertaken only with Cargo in Baggage Compartment and not inside the passenger cabin. Also, personal baggage will be limited by the space and load limitation of the baggage compartment. Dangerous Goods are NOT permitted on board Heligo Helicopters.	At times Non dangerous goods like office stationaries, personnel protective equipment (PPE), Hand tools etc. will have to be carried with the passengers.
23	PART -3 SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause :5.2 (Pg 95 of 245) Air Logistics Services should meet the following requirements	A minimum of one set of pilots is a must for the firm helicopter offered. An extra one set of pilots shall be mobilized to the Visakhapatnam or any other permanent Heli bases in India of the Company within 05 calendar days, as and when required, at no additional cost to OIL.	Kindly clarify the requirement for an extra set of crew.	Additional set will be required when present set of Pilots are not available.
24	PART -3 SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause :5.3 (Pg 95 of 245)	2 (two) Seats once weekly, during crew change sorties, shall invariably be kept reserved for company's visiting personnel i.e. other than normal crew change personnel.	These can be provided within the available Payload.	Noted

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	Air Logistics Services should meet the following requirements			
25	PART -3 SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause :5.4 (Pg 95 of 245),5.11 (Pg 96 of 245) and 7.1 (Pg 98 of 245) Air Logistics Services should meet the following requirements	Helicopter(s) offered must have the capacity to fly up to minimum 13 personnel other than the crew as specified in Clause 3.0 above. The Helicopters offered must be capable of airlifting passengers to and from an offshore location at a one-way distance of 187.5 nautical miles (minimum) from Company's designated Heli Base without refuelling. The total minimum distance to be covered without refuelling is 187.5 x 2 = 375 nautical miles. Rotary Wing Aircraft offered should be capable of transporting up to minimum 13 (Thirteen) passengers to offshore well locations as per requirement specified in Clause 3.0 above, with specifications to be provided in Table 4 below.	Please note that despite the helicopter's seating capacity, the number of passengers that can be carried will be subject to various factors like distance, weather conditions, deck height, etc. In fair weather @187.5 NM maximum load @ 30 deg Celsius and suitable Deck height in AW 139 approximately 350 kgs can be provided.	Noted. **Tender amendment will be issued.**
26	PART 3 ,SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause No:6.1	The Contractor shall be solely responsible for complying with DGCA Rules, Regulations, and Aviation requirements issued from time to time in respect of operation and maintenance in India.	Offshore Rig clearance from DGCA will be the responsibility of OIL India.	Agreed

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	(Pg97 of 245) Scope of Work/Requirement of helicopter			
27	PART 3 ,SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause No:6.3 (Pg 97 of 245) Scope of Work/Requirement of helicopter	Contractor shall be responsible for arranging special sorties as and when required by Company for reasons other than directly connected with the rig operations, at Company's cost as per the program notified by Company to Contractor.	Kindly clarify the nature of the special sortie.	Special sorties for administrative officers as and when requested within the operational area.
28	PART 3 ,SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause No:6.6 (Pg 97 of 245) Scope of Work/Requirement of helicopter	The Contractor shall provide hangar (if available at the designated Airport), tarmac facilities, and base facilities for the conduct of operation including facilities for cargo/passenger handling their security checks, passenger briefing on the use of life-saving appliances on-board, in-flight emergency procedures, and if the flight involves extended over the water operation, well in advance before boarding the helicopter(s).	Bidder requests OIL to coordinate with AAI for obtaining Hangarage and Tarmac facilities at Visakhapatnam/Bhogapuram.	No change. To be as per tender. However OIL will provide necessary assistance as and when required.

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29	PART 3 ,SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause No:6.9 (Pg97 of 245) Scope of Work/Requirement of helicopter	Offshore Helicopter Recommended Practices (OHRP) and its component documents provide recommended practices that will assist in the safe, effective, and efficient management of offshore commercial helicopter transport operations. The document reflects industry best practices, developed in collaboration between Oil and Gas Companies, Aviation Industry Associations, and Helicopter Operators. Adopting the Offshore OHRP will provide the framework for effective management of a key material risk to the safety of offshore personnel.	Heligo is governed by the relevant Indian DGCA regulations and these will be adhered to for all operations by Heligo	Agreed
30	PART 3 ,SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause No:6.13 (Pg98 of 245) Scope of Work/Requirement of helicopter	Address contingency plans for situations such as equipment breakdown, crew unavailability, and adverse weather conditions, outlining alternative solutions and protocols.	Please confirm whether an additional pilot is required to be positioned for catering to crew unavailability.	Additional set will be required when present set of Pilots are not available.

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31	PART 3 ,SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause No:7.2 to 7.4 (Pg 98 of 245) Scope of Work/Requirement of helicopter	Personnel Qualifications. Pilots in command of all Helicopters shall possess the following minimum experience and qualifications: Experience and qualifications in accordance with the DGCA guidelines or latest version of OGP Aircraft Management Guide 2007, Appendix 5, Experience & qualification levels. A current medical certificate appropriate to his license. The Base Manager Pilot will possess the following minimum experience and qualifications: Experience and qualifications in accordance with the DGCA guidelines or latest version of OGP Aircraft Management Guide 2007, Appendix 5, Experience & qualification levels. A current medical certificate appropriate to his license. At least four (4) years of substantive seniority in Helicopter operations'-Pilots (SIC) of each Helicopter will possess the following minimum experience and qualifications: Experience and qualifications in accordance with the DGCA guidelines or latest version of OGP Aircraft Management Guide 2007, Appendix 5, Experience & qualification levels. A current medical certificate appropriate to his license.	Crew qualification shall be in accordance with current Indian DGCA regulations.	Noted

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32	Part 3, Section II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause : 2.3 (Pg 104 of 245) DELIVERY OF HELICOPTERS:	This Contract shall commence when the Air Logistics (Helicopter) Services are mobilized as per the mobilization schedule and are ready in all respects for carrying out necessary trial runs on the drilling unit's helideck to commence operations as per the Scope of work, including obtaining all statutory clearances and duly certified by the Company Representative; herein referred to as "Commencement Date".	Deck inspection and clearance shall be provided by OIL. In case of Shifting of Rig from one location to another, a fresh trial landing will be required for the new location of the rig at OIL cost.	Agreed. Trial landing will be at OIL's cost
33	Part 3, Section II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause : 3.2 (Pg 104 of 245) DELIVERY OF HELICOPTERS:	The Contractor shall obtain at his cost all necessary approvals, clearances, permits, and statutory licenses from regulatory authorities including DGCA, India, and ensure that the helicopter is properly licensed and complies with all Laws, Rules, Regulations, Orders, Standards and Schedules governing aircraft in Non-Scheduled category of DGCA, India and is flown and operated offshore in compliance with the laws in force.	Clearance with regard to Heli decks shall be obtained by OIL , Heligo will be facilitator of OIL with DGCA.	Agreed

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34	Part 3, Section II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause : 7.2 (Pg 106 245) ,10.9 (Pg110 of 245) and 10.20 (Pg111 of 245)	The flying requirement shall be as under. Offshore Rig Support Helicopter: Around 60 hours per month. The actual flying hours may vary as per the operational requirements of the Company. Contractor shall provide for the duration of the Agreement for the helicopter An extra one set of pilots will be mobilized to Visakhapatnam/ Bhogapuram or any other permanent base in India of the Company within 05 calendar days, as and when required, at no additional cost to Oil India Limited. The Contractor shall be under obligation to provide the Company the contracted helicopter daily in airworthy condition, regularly on all 365 days of the year and without delay at the time asked for by the Company to complete the daily assigned task.	The quantum of flying that can be provided will be subject to crew FDTL. Kindly clarify the requirement for an extra set of crew.	Agreed. Additional set will be required when present set of Pilots are not available.
35	Part 3, Section II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause : 8.1.1 (Pg107of 245) CONTRACTOR'S OBLIGATIONS:	Contractor shall ensure that its personnel will be competent as required under the service to be provided. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment, i.e. within the mobilization period. The Contractor shall not deploy its personnel unless cleared by the Company. The contractor shall not replace the personnel initially mobilised during the contract period, except in the case of leave, illness, and resignation.	Heligo follows a roster system of 2:1 for pilots and suitably qualified pilots will be positioned to undertake flying operations on a rotation basis.	Agreed. Approvals to be taken from OIL for all pilots and co-pilots that will be included in GVHL roster system for this contract. Any subsequent changes in the roster shall also be subject to OIL approval.

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36	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 9.3 (Pg108 of 245) CONTRACTOR'S SPECIAL OBLIGATIONS:	Contractor shall arrange for transportation of all equipment, materials, consumables etc. from the port of importation/point of origin to the Company's Heli Base at Sri Vijaya Puram / Visakhapatnam and back at the end of the work at their own expense. Arrangement of Permits and payment of Entry Tax, if any, for bringing Contractor's equipment / materials / consumables to Company's Heli Base at Visakhapatnam shall be Contractor's responsibility and at their cost.	We believe that "Vijaya Puram" has been mistakenly mentioned in this clause. Kindly clarify that the base will be Visakhapatnam. In the event that the base is confirmed to be at Bhogapuram, the Bidder requests confirmation that all base approval charges shall fall under the responsibility of OIL.	Vijaya Puram will be deleted. Base will be at Vishakhapatnam or Bhogapuram (Operation of all commercial flights will be shifted from Vishakhapatnam to Bhogapuram). **Tender amendment will be published.** To be as per tender.
37	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.10(Pg110 of 245) OPERATIONAL TERMS & CONDITIONS	The Contractor's personnel shall carry out and observe the instructions given by the Company in the course of job execution. They shall also maintain complete secrecy of the operations and assigned tasks. It is agreed that all the flights, except test flights, shall be made only on the directions of the Company or his authorized representative nominated from time to time.	Training flights required to maintain pilot currency shall be conducted at the discretion of Heligo in coordination with OIL to ensure no disruption of services.	Training flights for maintaining pilot currency to be at Heligo's cost (Flying Hours Cost)

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38	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.12(Pg110 of 245) OPERATIONAL TERMS & CONDITIONS	Passengers and/or cargo may be carried in the helicopter as required by the Company, and to be notified before each flight. The Contractor shall provide to the Company a table indicating approximate different payloads for the helicopter which can be carried to different locations of the Company at varying temperature conditions. Notwithstanding the foregoing, it shall be Contractor's responsibility to determine and advise the acceptable payload to the Company before each flight and upon such determination, the Contractor may vary the proposed load to be carried by helicopter in case there is any change in the program by the Company for the day or there is a change in meteorological parameters of the day.	Heligo NSOP permits passengers only and is not cleared for cargo operations. Only Passenger Baggage accompanied by the passenger is permitted.Separate Cargo flight can be undertaken only with Cargo in Baggage Compartment and not inside the passenger cabin. Also, personal baggage will be limited by the space and load limitation of the baggage compartment. Dangerous Goods are NOT permitted on board Heligo Helicopters.	At times Non dangerous goods like office stationaries, personnel protective equipment (PPE), Hand tools etc. will have to be carried with the passengers.
39	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.13(Pg110 of 245) OPERATIONAL TERMS & CONDITIONS	The Contractor shall deploy a flight dispatcher at the Company's Heli base for the conduct of a smooth operation.	A Base Coordinator will be provided by Heligo for the smooth conduct of operations.	Agreed

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40	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.14(Pg111 of 245) OPERATIONAL TERMS & CONDITIONS	The Contractor shall provide adequate personnel and facilities at the base for handling passenger baggage between the departure/arrival area and the helicopter. The Contractor shall also provide suitable conveyance for the movement of passengers between the Terminal building and helicopter, wherever required.	Heligo will appoint an AAI-approved ground handling agent as required.	Agreed. **Tender amendment will be published by incorporating an additional clause. Cost will be reimbursed by Oil India Limited.**
41	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.17(Pg111 of 245) OPERATIONAL TERMS & CONDITIONS	The helicopter shall be required to operate from the offshore helidecks of small/medium size at temporarily fixed Mobile Offshore Drilling Units in all weather conditions, including monsoon, as per Daily Flying Schedule provided by the Company. The Contractor shall ensure that helicopter operating to and from a helideck meet all the DGCA regulatory requirements. At no stage, there should be any compromise with the Safety of the passengers and helicopter.	Operations to Small / Medium size helideck will be subject to limitations as laid down by DGCA and in the Helicopter RFM. All weather operations subject to weather minima i.e. DGCA regulations and Heligo SOPs. Trial landings are to be carried out on helidecks before regular operations, and the deck approval for these shall be osubmitted by Heligo for OIL. All such flights shall be on account of OIL.	Agreed
42	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.19(Pg111 of 245) OPERATIONAL	The Company shall provide a chronological manifest containing details of the number of passengers, their names and cargo on board, and the ETD to the Contractor prior to the departure of the flight. Contractor to confirm same and provide ETD and ETA based on the ETD provided by Company.	Passenger Manifest must be provided two hours before flight. The briefing of the passengers must be the responsibility of OIL. Heligo will confirm ETD/ETA as per ATC/FDTL limitations.	Noted

	TERMS & CONDITIONS			
43	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.21(Pg111 of 245) OPERATIONAL TERMS & CONDITIONS	At Company's Heli base, the Cargo handling arrangements shall be made by the Contractor.	Cargo Handling will be limited to Passenger Baggage accompanied by the passenger & Cargo at the operating Airport as per BCAS regulations.	At times Non dangerous goods like office stationaries, personnel protective equipment (PPE), Hand tools etc. will have to be carried with the passengers.
44	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.23(Pg111of 245) OPERATIONAL TERMS & CONDITIONS	The Contractor shall be responsible to impart Safety briefing to all the passengers prior to departure from the base. The Contractor must ensure that all passengers are instructed on safety procedures, safe practices, emergency procedures, life vest procedures, air breathers, evacuation procedures, etc. The instructions shall be comprehensive and presented in a manner that is clearly understood by all the passengers.	HUET training for all the passengers shall be responsibility of OIL India. Safety Briefing will be provided to the passengers before the flight by Heligo, the place of briefing shall be provided by OIL.	Agreed

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45	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.24(Pg112 of 245) OPERATIONAL TERMS & CONDITIONS	The Contractor undertakes to provide maximum useful payload in line with the helicopter manufacturer's Payload chart. It is expected that all the pilots of the Contractor shall utilize the same Standard chart for arriving at optimum payload for conditions at a time. The contractor should submit the following payload charts: (a) Performance of Helicopter in terms of allowable Payload excluding fuel requirement at various ambient temperatures in fair weather conditions. (b) Payload calculations for Base to Offshore sorties.	The payload carried may vary depending on factors such as distance, weather conditions, deck height and other operational considerations.	Noted
46	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.26(Pg112 of 245) OPERATIONAL TERMS & CONDITIONS	The Company shall arrange and bear the cost relating to the facilities of free boarding and lodging for the crew at Offshore installation and shall also provide necessary support at offshore installation for helicopter operation; i.e., helideck manning, communications, firefighting, security, medical, non-directional Beacons, wind direction indicators, space for helicopter spares, etc.	OIL shall provide a suitable accommodation as defined in DGCA CAR 7/J/II para 3.19. OIL to provide a Safety Boat at the RIG during offshore sorties.	Accommodation will be provided as available in Drilling Unit. Safety boats will be provided during Offshore sorties.
47	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.28(Pg112 of 245) OPERATIONAL	The Contractor shall nominate Base Manager, who shall be available during the entire day to coordinate with the Company's Operational team for the smooth conduct of operations.	A Base Coordinator will be provided by Heligo for the smooth conduct of operations.	Agreed

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	TERMS & CONDITIONS			
48	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 10.31(Pg112 of 245) OPERATIONAL TERMS & CONDITIONS	The pilots shall be allowed to carry out sorties during the night to and from the Company's offshore drilling unit on Company's account for the purpose of following pieces of training and maintenance of currency/recency as per DGCA requirements. a)Corrective training (A DGCA requirement in case of an incident) b) Night Deck Landing Practice (DGCA requirement for night currency) The Contractor will schedule the training in advance and notify Company about the same latest 24 hours prior to such night flights. Such training and maintenance sorties must not interrupt the Company's planned movement of personnel.	Night flying will not be possible.	Noted

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49	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 11.3(Pg114 of 245) OPERATIONAL TERMS & CONDITIONS	The helicopter and its crew(s) shall be available and fully operational for use by the Company during an operational day. A helicopter would be considered operational for Half a Day if it is made available to the Company any time up to 1100 Hrs during the first half of the day and up to 14:30 Hrs during the second half of the day. It would be treated as serviceable for Full Day if it has been made available during both halves of that day. However, if a helicopter is made available before 1100 hrs. and the same stays in the field up to 1430 hrs. at the insistence of the Company, then the said helicopter will be deemed to be available for the full day. In case, a helicopter is available for the first half of the day then it must be made available in the second half of the day with sufficient time to conduct another sortie, only then the said helicopter shall be deemed available for the second half of the day, failing which helicopter shall be considered as ½ days AOG.	Availability of crew shall be subject to FDTL.	Noted
50	Part-3 ATC Section-II ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause 11.6(Pg114 of 245) OPERATIONAL TERMS & CONDITIONS	Notwithstanding anything stated hereabove, the following time gap between the two sorties shall be allowed for the Contractor to carry out their running repairs and maintenance of helicopters: a) 45 minutes, in cases where the helicopter has flown from the base and returns to the base to undertake another sortie during the same day. b) ATC 3 Hours, in cases where the helicopter has returned to the Base from a night halt en route.	a) At least 01 hr 30 mins required for turnaround due to ground handling, pre/post flight actions and ATC clearances. b) Kindly clarify the requirement for the night halt as envisaged. The crew which stays offshore at night is restricted by FDTL regulations for next day's flying	a. Agreed for 01:30 Hr. Tender amendments will be published. b. Night halt at Drilling Unit due to any emergency of the Helicopter breakdown at Drilling Unit

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51	PART -3, SECTION II, ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) Clause : 12.1 (Pg 115 of 245) Provision of ATF	ATF (Aviation Turbine Fuel) shall be supplied by the Contractor (Helicopter Operator) at the cost of the Company i.e. Oil India Limited at Sri Vijaya Puram (Port Blair), Heli Base or any other permanent base of the Company in India. The cost of ATF will be reimbursed by the Company to the contractor on receipt of the Tax Invoice and original vouchers of the ATF supplier, for the amount/quantity supplied to the Helicopter(s) designated for the Company. For such claim, the contractor shall not raise a separate invoice. Contractor shall act as PURE AGENT as per GST law. For test flights, maintenance flights, non-revenue flights, etc. ATF charges shall be borne by the Contractor.	Bidder requests OIL to amend the clause to clarify that the Contractor shall procure ATF and subsequently raise separate tax invoices for reimbursement of ATF along with applicable GST, supported by original supplier invoices and relevant documentary evidence. Accordingly, the requirement for the Contractor to act as a "Pure Agent" under GST provisions may be reviewed, considering that the Contractor would be issuing tax invoices for such reimbursements. We believe that "Vijaya Puram" has been mistakenly mentioned in this clause. Kindly clarify that the base will be Visakhapatnam.	
52	Proforma-O-1	CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING COST ACCOUNTANT / PRACTISING CHARTERED TOWARDS LOCAL CONTENT	Bidder requests OIL to clarify whether the Certificate confirming Local Content as per PROFORMA-O-1 may be certified by a Practising Chartered Accountant in lieu of the Statutory Auditor.	Can be certified by a Practicing Chartered Accountant or Statutory Auditor
53	PART 3 /SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK Clause 4 pg 95 of 245	The Contractor will also ensure Helicopter support in the event of medivac and other operational exigencies within the least response time. In the event of failure, Contractor shall arrange requisite Helicopter support as an alternative at the sole risk and cost of the Contractor.	The helicopter being offered is configured as a passenger aircraft. As such, it is not equipped to undertake medivac operations or emergency medical evacuation events.	
54	PART 3 /SECTION II TERMS OF REFERENCE / TECHNICAL SPECIFICATION	Helicopter Type / Requirement for above - Maximum AUW up to 10000 kgs (Minimum 13-Seater + 2 seats for pilots) to cover minimum 375 NM without re fuelling – 1 (One) No.	Bidder requests to maintain maximum distance covered to be 375 NM.	**Tender amendment will be issued.**

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	S / SCOPE OF WORK Clause 3.1 pg 94 of 245			
55	PART III /Section -IV /SCHEDULE OF RATES (SOR) /Clause 10.2/FORCE MAJEURE DAY RATE (Per 24 Hrs. Day) (FMR)	Payment towards force majeure day rate of the Air Logistics (Helicopter) Services shall be 75% of the Fixed Monthly Charges divided by 30 days. This will be considered as FORCE MAJEURE RATE under all conditions.	Bidder requests payment terms in case of Force Majeure to be 100% of FMC.	No change
56	PART II/PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC) /Clause 14.0/pg 36 of 245	The flying requirement of the helicopters that will be used for regular sorties shall be for around 60 hours per month. However, actual flying hours may vary as per the operational requirements of the Company. If required, Company may use the helicopters beyond the estimated hours per month per helicopter at the same rates, terms, and conditions.	The Bidder requests that the minimum guaranteed flying hours be maintained at 60 hours per month.	Not Agreed
57	PART I/INSTRUCTIONS TO BIDDERS /Clause 12.1/Pg 16 of 245	Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.	Bidder requests for the Bid validity period to be 90 days from Bid closing date.	No change

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58	**This shall be the responsibility of OIL India**		• Passenger details and manifest. • Rig clearance and maintenance. • Communication/Navigation facilities on the rig (Radio / Sat Com / Internet / NDB) • HLO / HLA and all other deck related facilities required for flying operations from offshore at the Rig • Passenger Safety Briefing on board the rig for disembarking passengers • Passenger HUET • Safety Boat – in vicinity in water with qualified personnel & equipment for rescue. • Notice period of at least 04 hours in case no sortie planned for the day • Sortie details for next day to be intimated latest by 1900h with departure not before 0800h the next day to cater for crew FDTL mandated rest period.	Agreed

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Vendor 3

S.N.	Clause No. of Bidding Document	Tender Clause	Changes/ modifications proposed by Bidder	OIL's Response
1	scope of Work: Clause 3.1, Part 3, Section II	**Seating Capacity Helicopter**	The stipulated minimum seating capacity of 13 passengers (excluding crew) restricts participation to only a limited range of helicopter types. The operational requirements of Oil India for the proposed project can be effectively met by medium-category helicopters, which are currently being deployed for Oil India's operations. Medium-category helicopters typically offer seating capacities ranging from 10 to 13 passengers (excluding crew). Therefore, specifying a minimum seating capacity of 13 passengers shall limits competition and may result in the disqualification of other suitable helicopter types that are fully capable of meeting the project's operational requirements. In the interest of promoting wider participation, enhancing competition, and to allow other technically suitable helicopter types, we respectfully request Oil India to revise the minimum seating capacity requirement from 13 passengers to 11 passengers (excluding crew). This revision would broaden the pool of eligible bidders without compromising the operational objectives of the project.	No change. To be as per tender.

2	Scope of Work: Clause 3.1, Part 3, Section II	**Endurance of Helicopter without re-fuelling**	The tender document does not specify the geographical coordinates of the proposed Rig location in the Ultra Deepwater area of the Bay of Bengal. Considering the significant offshore distances involved in ultra-deepwater operations, even a marginal variation of a few nautical miles can have a substantial impact on helicopter performance, payload capability, and operational feasibility. This information is critically essential as the stipulated qualification requirements are close to the maximum operational endurance limits of several helicopter types. Accordingly, the geographical coordinates of the proposed Rig location are essential for bidders to accurately assess the suitability and compliance of their offered helicopter types with the tender requirements. In view of the above, and to facilitate wider participation from operators offering different categories of technically suitable helicopters, **it is requested to provide the coordinates of the proposed Rig location and the identified area for deployment of the Rig.** This information will enable bidders to carry out an accurate technical evaluation and submit responsive and competitive bids.	At present, the exact coordinates of the proposed Rig location are not available. However, bidders may consider a maximum distance of **400 nautical miles.**

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3	Scope of Work: Clause 7 5, Part 3, Section II	**ATF Provision**	Under the existing helicopter operations, the ATF is being arranged and supplied by Oil India Limited, with fuel accounting and reconciliation being managed directly by the Company. This established mechanism has ensured efficient operations, streamlined administration, and seamless financial reconciliation. The proposed arrangement requiring the helicopter operator to procure ATF and subsequently claim reimbursement from Oil India may introduce additional administrative complexities, commercial challenges, and potential tax implications for both parties. Such an arrangement could also lead to avoidable delays in reconciliation and increase the overall operational burden. In view of the above, **Oil India may kindly consider adopting the existing ATF supply and accounting mechanism under the present tender as well.** Continuing with the current practice would facilitate smooth operations, simplify fuel management and accounting, and eliminate administrative and taxation-related complexities while ensuring operational efficiency.	No change. The ATF supply and accounting arrangement shall be as specified in the tender document.
4		**Mobilization Period**	As experienced in the existing helicopter operations for Oil India Limited, it is evident that the operator is required to obtain various statutory and regulatory approvals, in addition to establishing, the necessary operational infrastructure prior to commencement of services. This includes, but is not limited to, securing approvals from the relevant regulatory authorities, finalizing arrangements with airport operators for landing and parking, engaging ground handling agencies, and completing other essential administrative and logistical requirements.	Agreed. Tender amendment will be published.

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			These activities are time-intensive and are critical to ensuring safe, compliant, and uninterrupted helicopter operations from the date of commencement. Adequate time is therefore required to complete all regulatory processes and operational preparedness. In view of the above, Oil India is requested to **kindly extend the mobilization period to 120 days from the date of issuance of the Mobilization Notice.** This extension will enable the operator to complete all necessary approvals, infrastructure arrangements, and operational readiness activities, thereby ensuring a smooth and timely commencement of services without compromising safety or regulatory compliance.	

Annexure- VI

to BID CORRIGENDUM-3

Response to Pre-Bid Queries against Tender Number: CEG2068P27

Vendor-3

SL NO	Tender Clause	Bidder's Request	OIL's Response
1	**Helicopter Seating Capacity**	The stipulated minimum seating capacity of **13+2** in the subject tender effectively **limits participation to only a specific category of helicopters owned by a few operators in India**. This restrictive requirement results in the **exclusion of other technically capable helicopters that fully satisfy the essential operational requirement of a flying range of 375 NM**. We wish to confirm **that <u>Pawan Hans also has the helicopters that are capable of meeting the required flying range of 375 NM</u>**. However, the mandatory minimum seating capacity of **13+2** renders these helicopters ineligible, thereby restricting competition leading to an unintended advantage to only a limited number of operators having helicopters with 13+2 seating capacity. The tender does not specify the actual usable payload required for the stipulated operating range. In this context, as indicated in the Pre-bid queries response, **M/s GVHL has indicated that the payload for the required range of 375 NM would be restricted to 350 kg, which may further vary** depending upon prevailing weather conditions. Consequently, despite the helicopter having a seating configuration of **13+2**, **<u>the actual number of passengers that can be carried at the required</u>**	While the actual passenger carrying capacity at the required range may be lower due to payload limitations, reducing the minimum seating capacity from **13+2** to **11+2** would further reduce the number of passengers that can be carried per sortie. Accordingly, the minimum seating capacity requirement of **13+2** is considered essential and the tender condition remains **unchanged**.

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		range would be limited to only 3 - 4 pax, depending upon individual pax weight. **This effectively defeats the intended purpose** of prescribing a minimum seating capacity of **13+2**. In view of the above, we respectfully submit that the requirement of a minimum seating capacity of **13+2** may kindly be re-examined**. Amending the seating capacity requirement to 11+2 would enable participation by a larger number of technically suitable helicopters capable of meeting the operational requirement of 375 NM**, thereby ensuring wider competition, and **more competitive commercial offers with lower per seat cost**, which would be in the interest of M/s Oil India. Accordingly, we once again request M/s Oil India to **kindly consider amending the tender condition by reducing the minimum seating capacity requirement from 13+2 to 11+2 pax.**	
2	**Mobilization Period**	We also request that the helicopter **mobilization period be revised to 120 days**, which would facilitate broader participation from all eligible operators having the capacity to execute this contract successfully.	Agreed. Tender amendment will be published.

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Vendor-1

Sl No	**Tender Clause**	**Query**	OIL` s reply
3	PART II/PRE-QUALIFICATION CRITERIA (PQC) / BID EVALUATION CRITERIA (BEC) **Clause 14.0/Pg 36 of 245**	**Clause:** "The flying requirement of the helicopters that will be used for regular sorties shall be for around 60 hours per month. However, actual flying hours may vary as per the operational requirements of the Company. If required, Company may use the helicopters beyond the estimated hours per month per helicopter at the same rates, terms, and conditions." The Bidder requests that the minimum guaranteed flying hours be maintained at 60 hours per month. GVHL can accommodate utilization of the helicopter up to 125% above the estimated monthly flying hours. Kindly confirm whether the helicopter shall cease operations upon reaching this threshold or whether OIL expects continued operations beyond 125% i.e. 75 hours. In case utilization beyond 75 hours is required, please specify the applicable commercial terms and rates for such additional flying.	Tender amendment will be issued where the 'Flying Hours' will be modified to an average of 90 hours per month. Maximum anticipated utilization will be 25% more than the Contract quantity. Contract period will be limited to 25% more than the Contract quantity for 'Flying Hours' unless extended as per the terms and conditions of the Contract.

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4	Clause 8.0 – Currencies of Bid and Payment	The tender permits foreign bidders to quote in foreign currency, whereas Indian bidders are required to quote only in INR. Considering that the major cost elements of this contract, including helicopter lease rentals, OEM support, spares, components, engines, insurance and other imported services, Indian bidders are exposed to significant exchange rate risk throughout the contract period. Bidder requests OIL to permit Indian bidders to submit their commercial bid in USD and receive payment in USD.	The existing tender provisions regarding the currency of bidding and payment shall remain unchanged.
5	Clause 7.3 – Customs Duty	Kindly confirm whether the successful bidder shall be eligible to avail Customs Duty exemption for the import of helicopters, spares, components and other eligible equipment under this project. If applicable, bidder requests OIL to provide all necessary recommendation letters, certificates and assistance required for obtaining such exemption from the concerned Customs Authorities.	As per the prevailing Customs notifications and applicable statutory provisions, no Customs Duty exemption is available for the import of helicopters for oil and gas operations. Accordingly, the successful bidder shall not be eligible for any Customs Duty exemption for the import of helicopters, spares, components, or other equipment under this contract. Bidders are advised to consider all applicable Customs Duties, taxes, levies, and other statutory charges for

Response to Pre-Bid Queries against Tender Number: CEG2068P27

			any import, while quoting against SOR items. It is the sole responsibility of the bidder to ascertain its eligibility for any other such exemption and to comply with the applicable statutory requirements.
6	Pilot Qualification Requirements	Kindly confirm whether pilots holding valid Foreign Air Transport Pilot Licence (FATA), duly validated or converted by DGCA and meeting all other contractual and regulatory requirements, shall be acceptable for deployment under this contract.	Acceptable provided approved by DGCA.