

**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
Email: kgbasin@oilindia.in

(FORWARDING LETTER)**NOTICE INVITING TENDERS****INTERNATIONAL COMPETITIVE BIDDING**

Subject: IFB No. CEG2068P27 for Hiring of agency for charter hire of helicopter services to support Drilling Operations in Krishna Godavari, Mahanadi and Andaman 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.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier Oil Company engaged in the exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Kakinada is presently entrusted to coordinate activities related to the exploration and production of oil and natural gas from the Krishna Godavari and Mahanadi onland and offshore, Andaman offshore and Kerala-Konkan offshore basins in India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

2.0 In connection with its Offshore operations in Krishna Godavari and Mahanadi offshore Basin, OIL invites International Competitive Bids (ICB) from competent and experienced contractors through OIL’s e-procurement site for **Hiring of agency for charter hire of helicopter services to support Drilling Operations in Krishna Godavari, Mahanadi and Andaman 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.** One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s e-procurement portal. Interested and eligible contractors are invited to submit their most competitive bids on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	:	CEG2068P27 dated 08.06.2026
b)	Type of Bidding	:	Online Global e-Tender: Single-Stage Two-Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	08.07.2026 (however, for any updates, bidder(s) must refer to OIL’s e-procurement portal)

e)	Technical Bid Opening Date & Time	:	08.07.2026 (however, for any updates, bidder(s) must refer to OIL's e-procurement portal)
f)	Price Bid Opening Date & Time	:	Will be intimated to the eligible / qualified Bidders nearer the time.
g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of Executive Director (Offshore) OALP, MBP, KGB DSF Oil India Ltd., KG Basin Project Down Town Building, 3rd Floor, Door No. 70-14-16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh – 533003
i)	Bid Validity	:	120 (One Hundred Twenty) days from Bid Closing date.
j)	Mobilization Time	:	Within 90 days, effective from the date of Mobilization notice issued by Company.
k)	Bid Security Amount	:	INR 4,47,04,000.00 Or USD 469,397.89 (Refer Clause 11.0 of <u>Part-1 Instruction to Bidders</u> regarding Exemption from submission of Bid security.)
l)	Bid Security Validity	:	165 (One hundred sixty five) days from Bid Closing Date
m)	Amount of Performance Security	:	5% of total estimated contract price, to be furnished within 30 days from the date of notification of award.
n)	Validity of Performance Security	:	Should be valid throughout the contract period upto 03 (Three) months from date of completion of all contractual obligations of the contractor, including the warranty/guarantee/defect liability period (if any).
o)	Location of job	:	OIL's Operational area in MN-UDWHP-2023/2, MN-UDWHP-2023/3, KG-UDWHP-2023/1 and KG-UDWHP-2023/2 in Krishna Godavari and Mahanadi offshore basins.
p)	Duration of the Contract	:	3 years from the date of commencement of contract with provision for extension up to maximum 12 months at the same rates, terms and conditions.
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 3.0 of Part-3, Section-III (Special Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Pre-Bid Conference Date and Venue	:	30.06.2026 At 11:00 AM (IST) at OIL's Project Office in Kakinada, Andhra Pradesh, India

t)	Last Date of receipt of Queries for discussion in prebid conference	:	Up to 24:00 Hrs (IST) of 27.06.2026. Pre-bid queries are to be mailed to: KGBCP@oilindia.in; kgbasin@oilindia.in
u)	Bids to be addressed to	:	Office of Executive Director (Offshore) OALP, MBP, KGB, DSF Oil India Ltd., KG Basin Project Down Town Building, 3rd Floor, Door No. 70-14-16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh – 533003

2.1 Pre-Bid Conference:

A Pre-Bid conference is scheduled on **30.06.2026 at 11.00 AM (IST)** in OIL's, KG Basin Project, Down Town Building, 3rd Floor, Door No. 70-14-16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh – 533003, India to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Evaluation Criteria and other terms & conditions of the Tender. At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the Pre-Bid conference. All costs for attending the Pre-Bid conference shall be to prospective bidders' account. Foreign bidders may also request OIL for an invitation letter, if required, for the purpose of visa for attending the conference. Prospective bidders may also attend the Prebid conference through Video Conference (VC). The link for VC or exact venue for pre-bid conference shall be communicated to the nominated representatives nearer the scheduled date of pre-bid conference.

2.2 It is recommended to the prospective Bidders to attend the pre-bid conference and to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure in OIL's operational areas. This will help the bidder to understand the total requirement for proper bidding.

2.3 Queries / Clarifications on the Tender:

2.3.1 The prospective Bidders shall submit their queries / clarifications against the tender through e-mail / Fax / Courier addressed to Executive Director (KGB&MBP), Oil India Ltd., KG Basin Project, Down Town Building, 3rd Floor, Door No. 70-14-16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh – 533003, India and such queries must reach OIL's KG Basin Project office at Kakinada latest by **27.06.2026**. OIL shall provide clarifications on the date of Pre-Bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries / Clarifications against the tender received after **27.06.2026** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office. A soft copy of the queries in the word file shall also be submitted by the parties through email.

2.3.2 Clarifications / exceptions / deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the Pre-Bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who have registered against the tender. *Company will not accept any exception / deviation to tender conditions / specifications once the same are frozen after the Pre-Bid conference and the non-compliant Bid (s) shall be rejected outright against this tender.*

3.0 INTEGRITY PACT:

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign the Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signs the Bid.

4.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to vendor's system.

4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.

4.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

4.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.

4.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

4.5 Parties who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard,

bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.

4.5.1 Details of the process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under e-procurement Portal. (Note: Important Points for online Payment can be viewed at Oil India's website at URL <http://oil-india.com/pdf/ETenderNotification.pdf>).

4.5.2 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

5.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the Contract within the time specified in the Bid Document, the Bid Security shall be forfeited, and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) FURNISHING FRAUDULENT INFORMATION / DOCUMENT: The information and documents furnished by the bidder / contractor in respect of the subject tender / Contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the Contract or after expiry of the Contract, that the bidder had submitted any fake / fraudulent document or furnished false statement, the offer / Contract shall be rejected / cancelled, as the case may be, the Bid Security / Performance Security shall be forfeited and the bidder (if fake document / false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information / documents submitted as per **PROFORMA-K** should be submitted along with the technical bids.

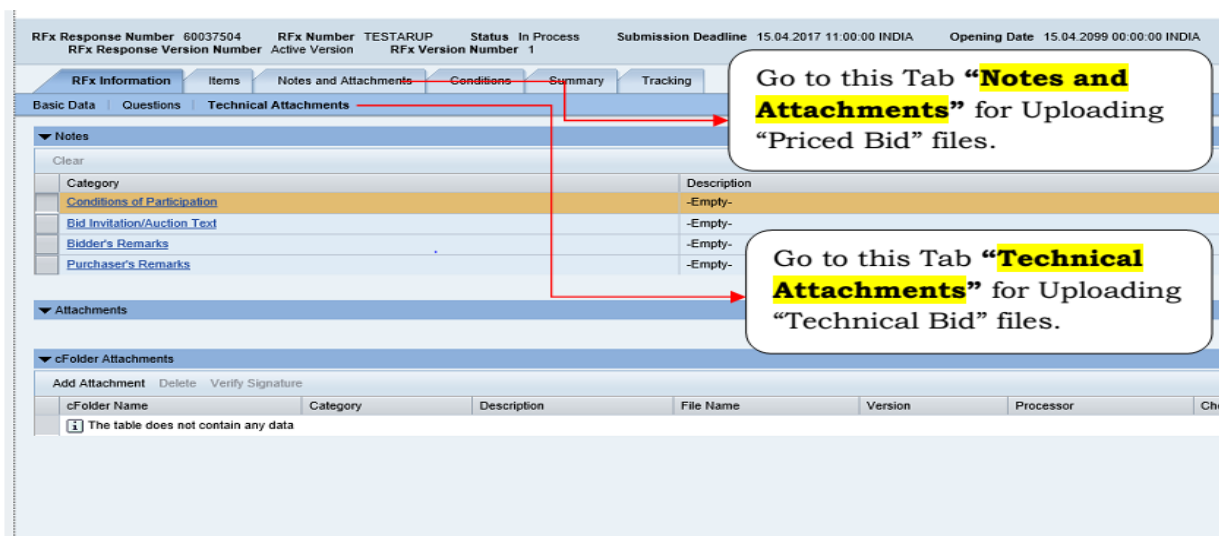
iv) ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: www.oil-india.com.

v) Bid should be submitted online in OIL's E-procurement site up to **02.00 PM (IST)** (Server Time) on the date as mentioned and will be opened on the same day at **3.00 PM (IST)** at the office of the ED-KGB & MBP, Kakinada in presence of the authorized representatives of the bidders.

vi) If the digital signature used for signing is not of "Class-3" with Organization's name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid**

format/ Priced bid can be uploaded under “Notes & Attachments” tab. A screenshot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.



On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above.

Notes:

* The “Technical Bid” shall contain all techno-commercial details **except the prices**.

** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

viii) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates / costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** under **“Notes & Attachment”** and additionally fill up the **on-line field “Total Bid Value”** under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Technical RFX Response, and Close. Below this, the RFX details are displayed: RFX Response Number 60038748, RFX Number 1396, Status In Process, RFX Owner BHARALI, and Total Value 0.00 INR. The form is divided into tabs: RFX Information, Items, Notes and Attachments, Basic Data, Questions, and Technical Attachments. Under the 'Event Parameters' section, the 'Currency' is set to 'Indian Rupee', 'Detailed Price Information' is 'No Price', and 'Terms of Payment' is empty. The 'Total Bid Value' field is highlighted with a red box and a callout stating: 'Total Bid Value' is mandatory in 'No'. Another callout points to the 'Currency' dropdown: Bidder to select the currency of the Response. A third callout points to the 'Total Bid Value' field: 'Total Bid Value' considering all the.

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format: Proforma-B" under "Notes & Attachments" tab page.

6.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F.7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendments** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

6.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

6.2 "Bidder" (including the term 'tenderer' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

6.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

6.4 The beneficial owner for the purpose of para 6.3 above will be as under:

6.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

6.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

6.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

6.4.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

6.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

6.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during Contract execution.

6.8 Undertaking regarding compliance: The bidders are required to provide undertakings as per **Exhibit-I, Exhibit-II & Exhibit-III** along with their bid towards

compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

7.0 OIL now looks forward to active participation of service providers in the IFB.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

Sd/-

(Mr. A. L. Bora)
Chief Manager-C&P (KGB)
for Chief General Manager (C&P)
for Executive Director (Offshore) OALP, MBP, KGB DSF

Date: 08.06.2026

PART-1

INSTRUCTIONS TO BIDDERS (ITB)

Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

It is advisable that the bidder should carry out a reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

1.0 Eligibility of the bidder:

1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 Bid Documents:

2.1 The services required, bidding procedures and Contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- a) A Tender Forwarding Letter
- b) Instructions to Bidders (Part-1)
- c) Bid Evaluation Criteria (Part-2)
- d) General Conditions of Contract (Part-3, Section-I)
- e) Terms of Reference / Technical Specification (Part-3, Section-II)
- f) Special Conditions of Contract (Part-3, Section-III)
- g) Schedule of Rates (Part-3, Section-IV)
- h) List of Items to be imported in connection with execution of the contract showing CIF Value (Proforma-A)
- i) Price Schedule Format, (Proforma-B)
- j) Statement of Non-Compliance, (Proforma-C)
- k) Performance Security Form (Proforma-D)
- l) Sample Contract Form (Proforma-E)
- m) Proforma of Letter of Authority (Proforma-F)
- n) Authorization for Attending Bid Opening (Proforma-G)
- o) Financial Turnover & Net worth Certificate (Proforma-H)
- p) Safety Measures (Proforma-I)
- q) Integrity Pact (Proforma-J)
- r) Undertaking of authenticity of information/documents submitted (Proforma-K)
- s) Certificate of Compliance of Financial Criteria (Proforma-L)
- t) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-M)
- u) Bid Security (Bank Guarantee) Format (Proforma-N)
- v) Declaration of Local Content (Proforma-O) (Not applicable)
- w) Bid Form (Proforma-P)
- x) Proforma of performance Bank Guarantee for supporting company (Proforma-Q)
- y) TPI document verification certificate (Proforma-S)
- z) Other Enclosures, Annexures, Appendices, Exhibits & Checklists.

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 Transferability of bid documents:

3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favor of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 Amendment of bid documents:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 Preparation of Bids

5.1 Language of Bids:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 **Bidder's / Agent's Name & address:**

Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

5.3 **Documents comprising the bid:**

Bids are invited under Single-Stage Two-Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

A. Technical Bid (to be uploaded in "Technical Attachments" tab)

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.14 hereunder.
- d) Copy of Bid-Form **without** indicating prices in Proforma-P.
- e) Statement of Non-compliance as per Proforma-C.
- f) Proforma-A: List of items to be imported **without** the CIF values.
- g) Copy of Priced Bid **without** indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J attached with the bid document to be digitally signed by the bidder's Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, no price should be mentioned in the "Technical Attachments" tab.

B. Price Bid (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price-Bid Format as per Proforma-B.
- b) Bid Form as per Proforma-P.
- c) Proforma-A showing the items to be imported with the CIF values.

The Priced Bid shall contain the prices along with any other commercial information pertaining to the service offered.

6.0 **Bid Form:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 **Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties (except basic customs duty on **eligible** imported items, as per latest relevant Customs Notifications, for whose exemption necessary recommendations letter shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Entry Tax (if applicable) etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the GST rate quoted by the bidder in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 Currencies of bid and payment:

FOR FOREIGN BIDDERS:

Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees, except for expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees. For determining the expenditure incurred in India, the foreign bidder must quote the percentage of the Indian Component/expenditure against each line item of the Price Bid Format. During payment (if successful), the Expenses in India component of the price shall be converted to INR (if their quoted price is other than INR) considering the conversion rate as per Clause 21.0 of ITB. The bidder shall submit an Undertaking as per **Annexure-IX** along with the technical bid.

FOR INDIAN BIDDERS:

Indian Bidders are to quote in INR only. However, if any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB.

9.0 Documents establishing bidder's eligibility and qualifications:

9.1 These are listed in Bid Evaluation Criteria (BEC), PART-2 of the Bid document.

10.0 Bid Security:

10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.12 hereunder.

10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in NEFT / RTGS / Electronic Fund Transfer to designated account of OIL / Online Payment through OIL's e-portal / OIL's prescribed format as Bank Guarantee (BG) enclosed with the tender vide **PROFORMA-N** or online payment through OIL's e-portal or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- ii) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International Bank who has its branch in India registered with Reserve Bank of India, or

iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

iv) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

10.3 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

10.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., e-mail address and Branch Code.

10.5 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

10.6 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Kakinada, Andhra Pradesh, the place of issuance of tender.

10.7 Any Bid not secured in accordance with **sub-clause 10.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

10.8 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

10.9 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

10.10 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 27.0** below is furnished.

10.11 The Bid Security may be forfeited, if:

- i) The Bidder withdraws the Bid within its original / extended validity.
- ii) The Bidder modifies / revise their Bid Suo-moto.
- iii) Bidder does not accept the order / contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender / order / contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid security shall be forfeited after due process in addition to other action against the Bidder.

10.12 In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List as per Company's Banning Policy (available in OIL website).

10.13 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in the “Technical Attachment” of OIL’s e-portal.** The original Bid Security shall be submitted by Bidder to the office of Executive Director (KGB & MBP), **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, India in a sealed envelope which must reach the office on or before **12.45 Hrs (IST) of the Bid Closing date.** The envelope must be super-scribed with “Bid Security”, IFB No., Description of Services & Bid Closing Date.

10.14 **A Bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.**

11.0 Exemption from Submission of Bid Security

11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

11.2 MSE Units (Manufacturers / Service Providers only and not their dealers/distributors) eligible for exemption of Bid Security shall furnish Udyam Registration Number with Udyam Registration Certificate along with technical bid.

Note to 11.2:

i. 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 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.

ii. 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 entrepreneur should also be enclosed.

Note:

a) Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

b) 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.

12.0 Period of Validity of Bids:

12.1 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.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided as per Para 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 Signing & submission of bids:

13.1 Signing of bids:

13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the Contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-F) shall be indicated by written Power of Attorney accompanying the Bid.

13.1.3 Any physical documents 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 initiated by the person or persons who has / have digitally signed the Bid.

13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 Submission of bids:

1. The tender is processed under Single-Stage Two-bid system. Bidder shall submit the technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" which is available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference / Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder's name and should be submitted to Executive Director (KGB & MBP), **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, India on or before 12.45 Hrs. (IST) on the bid closing date indicated in the IFB:

- a) Original Bid Security
- b) Printed or Soft Copy catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document requirement.

2. Documents sent through E-mail / Fax / Telephonic method will not be considered.

13.2.1 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **PROFORMA-C** of the bid document and the same should be uploaded along with the Technical Bid.

13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.

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

14.0 Indian agent / representative / retainer / associate:

14.1 Foreign bidders shall clearly indicate in their bids whether they have an Agent / Representative / Retainer / Associate in India. In the event the overseas bidder is having an Agent / Representative / Retainer / Associate in India, the bidder should furnish the name and address of their Agent / Representative / Retainer / Associate in India and

clearly indicate nature and extent of services to be provided by such an Agent / Representative / Retainer / Associate in India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

14.2 Further, overseas bidders shall submit their bids directly and not through their Agent / Representative / Retainer / Associate in India. Bid submitted by Indian Agent / Representative / Retainer / Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent / Representative / Retainer / Associate cannot represent more than one foreign bidder against the IFB.

14.3 The Indian Agent / Representative / Retainer / Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent / Representative / Retainer / Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

15.0 Deadline for submission of bids:

15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush / network problems.

15.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs. (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 Late Bids:

16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

17.0 Modification and withdrawal of bids:

17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in forfeiture of bidder's Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List as per Company's Banning Policy.

18.0 Extension of bid submission date:

18.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

19.0 Bid opening and evaluation

19.1 Company will open the Technical Bids, including submission made pursuant to Clause 17.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-G**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

19.3 Bids which have been withdrawn pursuant to Clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e., document is deficient or missing), or due to some statement at other place of the Bid (i.e., reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent with the Bid Documents, the Company's right or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

20.0 Opening of priced bids:

20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

21.0 Conversion to single currency:

While evaluating the bids, the closing rate (B. C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

22.0 Evaluation and comparison of bids:

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (BEC), PART-2 of the Bid Documents.

22.1 Discounts / rebates:

22.1.1 Unconditional discounts / rebates, if any, given in the bid will be considered for evaluation.

22.1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of Contract, and if they have offered any discounts / rebates, the Contract shall be awarded after taking into account such discounts / rebates.

22.2 Loading of foreign exchange:

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

22.3 Exchange rate risk:

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

22.4 Repatriation of rupee cost:

In respect of foreign parties, rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

23.0 Contacting the company:

23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.

23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

24.0 Award of Contract

24.1 Award criteria

The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 Company's right to accept or reject any bid

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

26.0 Notification of award

26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

26.2 The notification of award will constitute the formation of the Contract.

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

27.0 Performance security:

Successful bidder has to submit Performance Security amount as mentioned in GCC Clause No. 10.0. The value of the Performance Security shall be 5% of the estimated contract value, and shall be maintained at all times during the currency of the contract

until its release. The Performance Security shall remain valid for a period of three (03) months beyond the date of completion of all contractual obligations under the contract.

In the event of any enhancement in the estimated contract value during the tenure of the contract, the Performance Security shall be enhanced proportionately. Similarly, in case of any extension of the contract period, the validity of the Performance Security shall be extended accordingly.

27.1 Submission of Bid Security and Performance Security in the form of Electronic Bank Guarantee (e-BG), Insurance Surety Bonds, Direct Fund Transfer:

A) Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank name	Sl. No.	Bank name
1.	AU Small Finance Bank	18.	Indian Bank
2.	Axis Bank	19.	Indian Overseas Bank
3.	Bank of Baroda	20.	IndusInd Bank
4.	Bank of India	21.	Karnataka Bank
5.	Bank of Maharashtra	22.	Karur Vysya Bank
6.	Canara Bank	23.	Kotak Mahindra Bank
7.	Central Bank of India	24.	Punjab and Sind Bank
8.	City Union Bank	25.	Punjab National Bank
9.	DBS Bank	26.	RBL Bank
10.	DCB Bank	27.	Standard Chartered
11.	Dhanlaxmi Bank	28.	State Bank of India
12.	Federal Bank	29.	South Indian Bank
13.	HDFC Bank	30.	Tamilnad Mercantile Bank Ltd
14.	HSBC Bank	31.	UCO Bank
15.	ICICI Bank	32.	Union Bank of India
16.	IDBI Bank	33.	Yes Bank
17.	IDFC First Bank		

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	chunduri.ramkumar@oilindia.in
5	Mobile No.	9444490690
6	Local Address	Oil India Limited, Kakinada, Andhra Pradesh, 533004
7	Registered Address	Duliajan, Dibrugarh, Assam-786602

B) Bid Security and Performance Security in terms of Insurance Surety Bonds are also acceptable. The prescribed format for "**Insurance Surety Bonds for Bid Security**" and "**Insurance Surety Bonds for Performance Security**" are given as **Proforma-T** and **Proforma -U** respectively.

C) Bidder(s) may also furnish the EMD/Performance Security amount through Direct Fund Transfer to OIL's Bank Account. Such EMD amount must be credited to OIL's account before the bid closing date and time and details of the transaction must be furnished with the technical bid. For, transaction in currencies other than INR, bidder(s) must note and agree that at the time of release of EMD/performance security, the amount will be refunded in the "transaction currency" using the conversion rate prevalent on the date of release. The refundable amount shall not (in any case) exceed the amount actually credited to OIL's account in INR.

28.0 Signing of Contract:

28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

28.2 The successful Bidder shall sign and date the Contract and return it to the Company after receipt of LOA. Till the Contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

28.3 In the event of failure on the part of the successful Bidder to sign the Contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2 (two) years from the date of default.

(Signing of the Contract may be done at the place of award in presence of both parties)

29.0 Credit facility:

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.

29.0 Mobilization and advance payment:

29.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

29.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

29.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

29.4 Integrity pact: OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **PROFORMA-J** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

29.5 In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

29.6 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General Foreign Trade, Ministry of Commerce
E-mail: ved60prakash@gmail.com
- b. Shri Radhakrishna Kini A, IPS (Retd.)
Email IDs: arvkini2004@yahoo.co.in; arvkini2004@gmail.com
- c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India,
Email ID: ams057@gmail.com

29.7 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the Contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

30.0 Local conditions:

A. It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

B. No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided

timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

32.0 Specifications:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works / services to be executed under the Contract.

33.0 Purchase Preference Policy-Make in India - 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 (Refer **Appendix-A**).

Bidders to check the provisions of the above Notifications 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.

34.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s Receivables Exchange of India Ltd (RXIL), M/s A TREDS Ltd. (Invoice Mart), M/s Mynd Solutions Pvt Ltd (M1xchange), M/s C2FO Factoring Solutions Pvt Ltd (C2treds) and M/s KredX Platform Pvt Ltd (DTX). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

ii) Seller means a MSE vendor, who has been awarded Purchase Order/Contract by OIL (Buyer).

35.0 Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy of OIL:

Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy in OIL, effective from 28.08.2024, the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within fifteen (15) calendar days from the date of award of contract or issue of purchase order.

Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly. The ESG Questionnaire, along with an Explanatory Note for guidance, is provided as **APPENDIX-3** of the tender document.

34.0 SITE VISIT: The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to Pre-Bid Conference (if applicable) & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the contract price and its obligations under the contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

(END OF PART-1)

PART-2

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 minimum 375 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 90 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.	90 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 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.

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 37.25 Crores** or **3.92 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 Priced Bid as per Proforma-B uploaded in the "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 "Schedule of Rates" under Section-IV and the summarized Price Bid Format vide enclosed **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 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 "**Price Bid Format (i.e. in 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 **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 Demobilization 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.

Bidder(s) must categorically specify the percentage of local content in their bid and in this regard, undertakings as per **Proforma-O** and **Proforma-O-1** are to be submitted alongwith their technical offer.

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
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i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
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 Energetic Private Limited	a. baroda@ravienergetic.com b. tpia@ravienergetic.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. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@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 Lloyd Industrial Services (I) Pvt. 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
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- 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.

Notes:

- (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) **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)**.

PART-3
Section -I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty

or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY.

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the

services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the

performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of an Insurance Surety Bond/Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in

India of any Scheduled Bank incorporated in India.

Note: Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

- 10.2** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address

Branch Code

Code Nos. of the authorized signatory with full name and designation.

Phone Nos.

Fax Nos.

E-mail address.

- 10.3** The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.4** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims: CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims: CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
 - ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
 - iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

12.4.2 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

- 12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8** Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10** The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

- 12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2** In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1** CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

- 14.1** The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:
- a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools,

any other belongings and personnel during the entire period of this Contract including extensions thereof.

- b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.
- c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.
- d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.
- e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 Deductible:

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.3 The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."

14.6 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.7 Additional Assured:

“**Oil India Limited**” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s Compensation/Employer’s Liability insurance).

14.8 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

14.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

14.11 On account payment to OIL in case of claim

In case any loss or damage happen and where Company’s interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Employees Compensation (EC) Policy or Employer’s Liability Policy insurance** as required by the laws of the country of origin of the employee.

- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vii) Any other insurance policy set forth in the SCC

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility

whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

- 15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities

arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to

sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORS.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other

CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

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

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

27.5 INVOICES: 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.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** 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.
- 27.10** 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.
- 27.11** 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:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

- 27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (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.

28.0 **PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/Fee/remuneration of the Indian agent/consultant/associate/

representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e.

<http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) 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.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] 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. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of :

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
 - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6 & 33.7** above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in East Godavari District, Andhra Pradesh and Principal Bench of Andhra Pradesh High Court at Nelapadu.

This Agreement including all matter connected with this Agreement, shall be

governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with

applicable Labour laws.

- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities

with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/ or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following

disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

42.2 Resolution of Dispute through SAC:

- a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.
- b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com
- c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.
- d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

42.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually through Conciliation/Mediation, the same shall be referred to Arbitration.
2. A party wishing to commence arbitration proceeding shall invoke an Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

Claim amount. {excluding claim for interest and counter claim, if any}	Number of Arbitrator	Appointing Authority
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time)
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - a) 20% of the fees if the claimant has not submitted a statement of claim.
 - b) 40% of the fees if the pleadings are complete.
 - c) 60% of the fees if the hearing has commenced.
 - d) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.
12. The seat and venue of the arbitration proceeding shall be New Delhi.

42.4 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.
2. A party wishing to commence arbitration proceedings shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
3. Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from, or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.6 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- b) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- c) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

- 44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- 44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.
- 44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.
- 44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- 44.5 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].

- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract

shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the

COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

PART-3

SECTION-II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK

1.0 PROJECT OBJECTIVE:

1.1 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier Oil Company engaged in the exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Kakinada is presently entrusted to coordinate activities related to the exploration and production of oil and natural gas from the Krishna Godavari on land and offshore, Mahanadi on land and offshore, Andaman offshore and Kerala-Konkan offshore basins in India.

OIL is presently exploring for hydrocarbons in Andaman & Nicobar Islands in its awarded Blocks AN-OSHP-2018/1 and AN-OSHP-2018/2 where it has drilled three (03) numbers of exploratory wells and drilling of another two (02) numbers exploratory wells are in the pipeline.

OIL was also awarded four (4) offshore blocks MN-UDWHP-2023/2, MN-UDWHP-2023/3, KG-UDWHP-2023/1 and KG-UDWHP-2023/2 under the OALP-IX bidding round where exploration activity is likely to commence by February 2027.

OIL is the sole operator in all the above Blocks with 100% Participating Interest.

1.2 In connection with its offshore exploratory drilling activities, OIL now intends to hire “**AIR LOGISTICS (HELICOPTER) SERVICES**” for transportation of crew and material from/to Heli bases located at Visakhapatnam / Bhogapuram (upcoming airport near Visakhapatnam) to the offshore Drilling Units on the East Coast of Indian Waters. As Company has committed drilling programme in its exploration blocks, it intends to hire Helicopter Services from competent, technically experienced, and financially sound parties as described below.

2.0 PROJECT DETAILS:

KRISHNA GODAVARI AND MAHANADI OFFSHORE BLOCKS

Following Table indicates tentative drilling program of few initial wells by deploying Drillship(s) in ultra deep waters of offshore blocks MN-UDWHP-2023/2, MN-UDWHP-2023/3, KG-UDWHP-2023/1 and KG-UDWHP-2023/2 in Krishna Godavari and Mahanadi offshore basins-

Tentative TD and Water Depth for MN-KG Blocks		
Well Name	Tentative TD (m)	Water Depth (m)
KG_UDW_01	7200	2830
KG_UDW_02	7100	2960
MN_UDW_02	7450	2775
MN_UDW_03	7400	2675
MN-PARAM-4 (Mahanadi Stratigraphic Well)	7400	2876

Note: Well depth and water depth for the locations other than stratigraphic well are tentative.

Drilling Unit Deployment	Tentatively by 01.04.2027 for drilling Mahanadi stratigraphic well
No. of Helicopters required	01 (one)
Likely requirement of Helicopter Services	By 01.04.2027
Expected duration of deployment of Helicopter	3 (three) years for crew change helicopter
Logistical Support/ Heli Bases	Helicopter services will be operated from Visakhapatnam / Bhogapuram airport.

3.0 Scope of Work/ Requirement of Helicopters:

3.1 Charter hire of Helicopter Services as per requirement mentioned below:

One helicopter for crew change to and from Drilling Unit operating in ultra deep-water offshore Blocks in the East Coast of India (**KG & Mahanadi offshore blocks**).

Duration: 3 years

Tentative requirement from 01.04.2027

Heli Base: **Visakhapatnam / Bhogapuram**

Helicopter Type / Requirement for above - Maximum AUV up to 10000 kgs (Minimum 13-Seater + 2 seats for pilots) to cover minimum 375 NM without re-fuelling – 1 (One) No.

4.0 Hiring for offshore support Helicopters involves comprehensive scope of work to ensure safety, efficiency and successful operations in offshore environments. This scope of work outlines the tasks, responsibilities, and requirements associated with the deployment and management of offshore support Helicopters.

The technical specifications of the Helicopters required for offshore operations including seating capacity, payload capacity, range, safety features, and communication equipment are detailed below.

The process for selecting a qualified helicopter service provider includes criteria for evaluating vendors, safety record assessment, fleet condition, crew qualifications and financial stability.

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.

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.

5.0 Air Logistics Services should meet the following requirements:

5.1 The Helicopters offered shall be Twin engine, passenger version, IFR-rated helicopters with flotation gear duly equipped for offshore operations with IFR-rated qualified crew for the type of Helicopters to be used. The Contractor shall be responsible to equip the Helicopters with all requisite equipment and appliances for safe operation as per Director General Civil Aviation (DGCA) requirements.

5.2 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.

5.3 2 (two) Seats once weekly, during crew change sortie, shall invariably be kept reserved for Company's visiting personnel i.e. other than normal crew change personnel.

5.4 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.

5.5 DGCA updated Regulations titled 'Guidelines for foreign equity participation in the domestic air transport sector' shall be strictly adhered to by the Contractor.

5.6 The helicopters intended to be used by the Contractor should be acceptable to the DGCA and must be approved as per DGCA guidelines for offshore operations in India.

5.7 The Contractor shall be under obligation to comply with the guideline's limitation, restriction, rules, and regulations, issued from time to time, by the Director General Civil Aviation, India, and any other regulatory authority and Environmental Clearance Authorities, including but not limited to Helicopter Company's Flight Manual, Standard Operating Procedures / and International Civil Aviation Organization (ICAO).

5.8 The vintage of the offered Helicopters should be as per the DGCA guidelines for helicopters. The Contractor will ensure the compliance to the same during the entire contract period and/or any extension thereof.

5.9 Pilots deployed shall be English-speaking and IFR-rated. All IFR equipment is to be always in working condition. The helicopters are to be maintained by licensed and experienced crew duly certified by DGCA.

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.

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 $187.5 \times 2 = 375$ nautical miles.

5.12 Define reporting requirements, including flight logs, incident reports, passenger/cargo manifest, and operational updates.

5.13 The Contractor will arrange and submit (Non-Scheduled Operator's Permit) NSOP and a copy of approval from DGCA, India for operations and maintenance of the type of helicopters offered in the bid for offshore operations before the same is mobilised.

5.14 Foreign pilots and engineers engaged by the Contractor to operate and maintain the helicopters, shall undergo the necessary security clearances and comply to all other requirements as per relevant regulatory rules for Civil Aviation.

5.15 The Contractor shall be in compliance to Indian regulations relating to operations and maintenance of the helicopters stipulated for leased aircraft operations.

5.16 Helicopters shall be equipped with the following:

(i) TAWS or EGPWS (Terrain Awareness and Warning System or Enhanced Ground Proximity Warning System).

(ii) TCAS (Traffic Collision Avoidance System) / TAS (Traffic Alert System).

(iii) HUMS (Health and Usage Monitoring System).

(iv) Radar Altimeter and/or AVAD (Altitude Voice Alert Device).

(v) ADS-B (Automatic Dependent Surveillance-Broadcast) * or Equivalent.

(* to be made available on installation of corresponding ground facilities and regulation by DGCA)

(vi) Automatic Floatation Gear.

(vii) Life rafts, ELT, survival kits

(viii) Air-conditioned cabin with offshore compliant seating layout and energy absorbing seats

(ix) Main and auxiliary Fuel tanks shall be crash resistant

5.17 The Contractor shall provide performance of helicopters in terms of allowable payload, excluding fuel requirements at varying temperatures in fair weather conditions.

5.18 Helicopter and crew must be suitable and capable at all times of landing on Mobile Offshore Drilling Unit helideck having a **dimension of 22.2 meters X 22.2 meters and Load Capacity of 12 Tons.**

6.0 Responsibilities of the Contractor:

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.

6.2 Settlement of disputes with DGCA or any Regulatory authority, related to violation of any Environmental, Safety & Operation Regulation shall be the sole responsibility of the Contractor.

6.3 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.

6.4 Contractor shall be responsible for the provision of fuel during mobilization and demobilization. The Contractor shall also be responsible for payment of lubricant, spares, taxes, levies, duties, and Customs duty on components (as applicable) during the entire contract period and/or any extension thereof.

6.5 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.

6.6 The Contractor shall provide hanger (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).

6.7 The Contractor shall be responsible for obtaining any certificate/clearance necessary to avail exemption of the component of the payment of import duties etc. including an essentiality certificate, if required.

6.8 The Contractor shall have a valid insurance policy for the aircraft with special reference to Hull, third-party liability, and passenger and cargo liability insurance. Passenger liability for Company and Company's third-party personnel of Rs 100 lacs per passenger as of date. Any change thereof if come in the future will be intimated to the Contractor by the Company to modify the Insurance cover accordingly in meeting the legal liability.

6.9 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.

6.10 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).

6.11 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 Calander days.**

6.12 Develop a comprehensive emergency response plan detailing procedures for handling medical emergencies, equipment failures, adverse weather situations, and search and rescue operations.

6.13 Address contingency plans for situations such as equipment breakdown, crew unavailability, and adverse weather conditions, outlining alternative solutions and protocols.

6.14 Describe methods for monitoring the performance of the helicopter services, including key performance indicators (KPIs), feedback mechanisms, and periodic performance reviews.

7.0 Helicopter Fleet, Equipment and Personnel

7.1 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.

7.2 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.

7.3 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.

7.4 **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.

7.5 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, 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.

7.6 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, Ground handling and airport handling charges etc.

7.7 Contractor to provide details of life-saving appliances on board like Life Vests, Life Rafts/dinghies, floats and under water Location Beacon, CVR, communication and radio equipment, etc. as per Aviation Standard with the unpriced bid.

8. Technical Specifications of offered Helicopters- Bidders to provide information for each Helicopter offered as per the following Table:

OIL's primary Requirement	Helicopter for crew change
Required from (tentatively)	01.04.2027
Duration	3 years
Capacity (including 2 pilots)	Min 15-seater to cover minimum 375NM
Max. Take Off weight	Up to 10000 kg
Heli Base	Visakhapatnam
Bidder's Specifications	
Helicopter Make	
Model	
Engine	
Year of Manufacture	
Weight	
Maximum Take-off Weight	
Empty Weight	
Baggage Compartment	
Useful Load	
Fuel Capacity (Standard)	
Fuel Capacity (Auxiliary)	

External Load	
DIMENSIONS	
Overall Length	
Fuselage Length	
Main Rotor Diameter	
Cabin Length	
Cabin Width	
Tail Rotor Diameter	
Total Seating	
PERFORMANCE	
Maximum Cruise Speed/height	
Maximum Rate of Climb	
Maximum Range (no reserve)	
Hover I.G.E	
Operating Condition Temperature	
INSTALLED EQUIPMENT	
External Twin Life Raft	
HUMS	
HEELS	
TCAS or TAS	
Air Conditioning System	
ADELT	
Engine Air Particle Separator	
Sky Connect	
Communication	
GPS	
IFR RAA	
TAWS or EGPWS	
Radar Altimeter and /or AVAD	
ADS-B (out) - To be made available on installation of corresponding ground facilities and regulation by DGCA	
Automatic Floatation Gear	

Note –

- a. Contractor shall provide all specifications strictly in accordance with the above Table. Contractor to add on any other additional technical specification missing from the above and deemed necessary for a safe operation.
- b. The key points of the scope of work emphasize the importance of successful collaboration between all parties involved in offshore helicopter operations.
- c. This is a general outline, and the specific requirements and details of the scope of work may vary based on the unique needs of the project and the regulatory environment of the location where the operations will take place.

END OF SECTION-II, PART-3

Part-3

Section-III

SPECIAL CONDITIONS OF CONTRACT (SCC)

Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Section-I: "General Conditions of Contract". Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.0 DEFINITIONS:

Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

(i) **"Services"** means the services to be provided by the Contractor for carrying out Air Logistics (Helicopter) Services in accordance with the "Scope of Work" in bid document but not limited to

a) All equipment, consumables from Contractor required for OIL's operation and

b) All equipment, spares required for servicing / maintenance of Contractor's Equipment, as stipulated in the "Scope of Work" at in the bid document.

(ii) **"Area of Operations"** shall mean India and the permissible waters adjacent thereto including the area in which Company is engaged in its operations.

(iii) **"Company's items"** means the equipment, materials and services which are to be provided by the Company at the expense of the Company.

(iv) **"Contractor's items"** means the equipment, materials and services which are to be provided by the Contractor at the expense of the Contractor which are listed in section under terms of reference and technical specifications.

(v) **"Contractor's personnel"** means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.

(vi) **"The work"** means each and every activity required for the successful performance of the services described in the Scope of work of the tender document as set out hereof.

(vii) **"Contractor"** means the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

(viii) **"Client"** means to whom the service is rendered against a written agreement like Letter of Intent (LOI)/Letter of Award (LOA)/issuance of Contract or Work Order(s).

- (ix) **"Day"** means a calendar day of twenty-four consecutive hours beginning at 00.00 hours and ending at 24.00 hours on the next day.
- (x) **"DGCA"** shall mean Director General of Civil Aviation, India.
- (xi) **"Daily Flight Schedule"** shall mean a written flight program by the Company for the helicopter(s), for each day indicating departure time and destination.
- (xii) **"Emergency"** shall mean any situation:
- a) Which in the opinion of the Company's authorized representative offshore is a matter of life or death for any person. An authorized representative for this purpose would mean Medical Officer when in position, otherwise, Tool Pusher/OIM/Company Representative.
- b) Which in the opinion of the Tool Pusher/OIM/Company Representative is – *"a matter of serious threat of injury/damage to any person or property including the requirement of airlifting a person from offshore. The decision of Tool Pusher/OIM/Company Representative on this matter shall be final and binding on the Contractor."*
- (xiii) **"Regulatory Authority"** shall mean any Government body or bodies having statutory jurisdiction on aviation matters in the area of operations.
- (xiv) **"Scheduled maintenance"** shall mean any periodical maintenance / inspection (s) required to be carried out on helicopter(s), as per the recommendations of OEM/stipulations of regulatory authority.
- (xv) **"Company's Base"** means Visakhapatnam/ Bhogapuram or subsequently changed place from where the operation will be controlled.
- (xvi) **"Certificate of completion"** means certificate issued by the company to the contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by company.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 EFFECTIVE DATE: The Contract shall become effective as of the Date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the Contract. The date of issue of Letter of Award (LOA)/issuance of Contract by Company to the Contractor shall be the Effective Date of the Contract.

2.2 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 operation as envisaged under the Contract, duly certified by the Company's representative.

Particulars	Mobilization Time	Location
Mobilization of Helicopter with spares, consumables, and personnel as per Scope of Work	Within 90 days, effective from the date of Mobilization notice issued by Company	At Visakhapatnam/ Bhogapuram Heli Base.

Note:

(i) Mobilization charges will be payable after the completion of mobilization as certified by the Company.

(ii) The succeeding day of issue of mobilization notice shall be counted as day 01 for the purposes of Mobilization period. 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.

(iii) For the initial mobilization of Helicopter, on receipt of intimation from Contractor, Company will inspect and certify within 06 working days. Mobilization shall be considered complete from the date of successful inspection carried out by the Company's representative.

(iv) On-hire inspection of the Helicopter shall be done only at the nominated location where the Helicopter is to be mobilized.

(v) The Contractor has to submit the copies of import documents like B/L and assessed Bill of Entry & custom assessed invoice at the time of mobilisation, which clearly show the F.O.B. & C.I.F. values. For items available in India also, the Contractor will have to submit relevant import and customs clearance documents. For indigenous items if any, Contractor may submit the copy of relevant purchasing document.

(vi) 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 as advised by the Company and after on-hire survey by the Company Representative & provided it is certified by the Contractor and accepted by Company Representative that all items are in good working condition.

(vii) Company shall have the option to ask for delayed mobilization of the Helicopter 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.

Note: A kick-off meeting will be held within **30 days** from the date of issue of the mobilization notice which the Contractor should attend and submit the schedules along with various dates. After the kick-off meeting Contractor shall submit fortnightly report or any other report as desired by the Company showing progress in each activity of mobilization.

2.3 DATE OF COMMENCEMENT OF THE CONTRACT: 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".

2.4 DURATION OF CONTRACT:

(i) The duration of Contract for the Helicopter offered shall be for a period of **3 years** from the date of commencement of contract with provision for extension up to maximum **12 months** at the same rates, terms and conditions.

(iii) The contract shall continue till abandonment of the last well being drilled as per the operational programme of the Company or till de-hiring of the Drilling Unit. The Contract will be automatically extended for completion of jobs in the last well, on the same rates, terms & conditions.

3.0 DELIVERY OF HELICOPTERS:

3.1 The Contractor shall initially mobilize the helicopter at Heli Base Visakhapatnam/Bhogapuram, in fully operational condition for the Company's services as stipulated in the Mobilization Notice.

3.2 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.

3.3 The Contractor shall intimate the Company in writing at least ten (10) days prior to the actual mobilization of the helicopters.

4.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

4.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization within the stipulated period for commencement of operations, the Contractor shall be liable to pay liquidated damages @ 0.5% of the estimated Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5.

4.2 Company shall have at any time but after the stipulated period for mobilization, the right to terminate the Contract in the event Contractor fails to deploy the services at the nominated location within aforesaid period, without prejudice to any other clauses including LD Clause. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the Contractor and the said amount will be payable on demand, without there being any proof of the actual loss or damages caused by such delay/breach.

4.3 In case the Contractor fails to mobilize and deploy the services along with crew and/or are not ready to commence operations, Company shall have, without prejudice to any other provision in the Contract including sub clause below, the right

to invoke the performance security, forfeit the amount of performance security and terminate the contract. Apart from termination, Contractor will be put up on holiday of two years (CONSEQUENCES OF TERMINATION).

4.4 If the Contractor is unable to mobilize / deploy the Services and commence the operation within the mobilization period specified in clauses above, it may request the Company for extension of the time with unconditionally agreeing for levy/payment of Liquidated Damages. Upon receipt of such a request, Company, at its discretion, may extend the period of mobilization and Company as its sole remedy can recover from the Contractor as ascertained and agreed Liquidated Damages as under of the Contract conditions.

4.5 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by Company on account of delay / breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay / breach and without any demur and shall not be open for any dispute whatsoever.

4.6 LD will be calculated on the basis of Contract value excluding duties and taxes, where such duties / taxes have been shown separately in the Contract.

4.7 The applicable GST on the LD shall have to be borne by the Contractor. Accordingly, the liquidated damages shall be recovered from the Contractor along with applicable GST.

5.0 INSPECTION CLAUSE:

5.1 The helicopter offered for initial inspection and subsequent induction for the services under the Contract must be fully equipped and ready for operations meeting Statutory DGCA requirements.

5.2 The offered helicopter shall be inspected by an authorized representative of the Company, if required. The requisite documents meeting all contractual requirements shall also be submitted to the Company. The helicopter shall be inducted for the duties of the Company, subject to written approval by the Company after a satisfactory inspection report and submission of necessary documents.

5.3 The Contractor shall furnish the following certificates from regulatory authorities before the commencement of operations.

- (a) Certificate of Registration
- (b) Certificate of Air Worthiness
- (c) Weight Schedule for Offshore operations
- (d) NSOP
- (e) Certificate of Conformity
- (f) Compliance with Company Standards
- (g) AIS Fitment

5.4 The Company and/or its nominated agency, if required, can carry out periodic inspections of the helicopter for ascertaining whether the machine is being maintained properly as per norms. This inspection would be in addition to the mandatory DGCA Inspection/certification.

5.5 Onsite inspection, if required, will be carried out by the Company / authorized representative at its discretion.

5.6 The Contractor shall arrange & submit a copy of approval from DGCA, India to the Company for operation and maintenance of the type of helicopter offered in the bid, prior to mobilization of helicopter services for offshore operations.

6.0 STATUTORY RULES & REGULATIONS:

6.1 The Contractor shall comply with all Indian aviation regulations and all other applicable laws, rules & regulations of India. The Contractor shall indemnify the Company against the Contractor's ignorance and/or failure to comply with said laws, Rules & Regulations.

6.2 Indian regulations relating to operations & maintenance of the helicopter stipulated for leased aircraft operations shall be complied with by the helicopter operator. Foreign operator(s) shall continue to hold a valid operating permit from their parent country. Violations of Indian Safety and operating regulations shall be subject to action by DGCA, India.

6.3 The Contractor shall ensure that current certificates of Airworthiness issued by DGCA or any other authority regulating the helicopter operations in respect of the helicopter is always obtained and held valid during the term.

6.4 The Contractor agrees to abide by the condition of Civil Airworthiness Requirements including but not limited to AIC 12/2013 Dated 01.10.2013 and as may be modified from time to time.

6.5 The Contractor is to fully comply (where applicable and required as per the nature of the operation being undertaken) with the requirements of the Aviation Standard. In case of any regulation of DGCA being superior to what is specified in the contract, DGCA's regulations shall prevail.

6.6 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.

7.0 REQUIREMENT OF SERVICES

7.1 The helicopters hired for supporting Company's offshore operations in KG, Mahanadi Offshore Blocks will be deployed for Crew Change and other miscellaneous tasks on a need basis and the Contractor shall have to provide for the same on contracted rates.

7.2 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.

8.0 CONTRACTOR'S OBLIGATIONS:

8.1 PERSONNEL:

8.1.1 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.

8.1.2 The Contractor will provide on regular basis, all category of their employee competent, suitably qualified, and adequately experienced personnel for necessary supervision and execution in carrying out the requisite operations correctly and efficiently throughout the Contract period in a professional manner. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company and of the Contractor. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

8.1.3 The detailed biodata of all the personnel likely to be deployed under the service and the number of additional personnel planned to be deployed must be submitted to the Company with necessary documents before engaging them for Company's approval. List of Expatriates and Indian personnel with their biodata and experience in respective areas of work shall be furnished within 30 days of issue of letter of award or 45 days prior to commencement of contract (whichever later) and got approved by Company before commencement of the work.

Note: Replacement – if any during the currency of the Contract with equivalent qualification / experience needs Company's prior written approval.

8.1.4 All the personnel must have requisite experience in respective fields and should be fluent in English language.

8.1.5 The Contractor shall be solely responsible for and shall provide for all requirements of his personnel, and of their Sub-Contractor(s), if any. These provisions will include but not be limited to their insurance, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the Contract shall be arranged by Contractor at their cost.

8.1.6 Contractor will remove the personnel upon receiving notice from the Company without hampering the operations and replace the personnel at the earliest, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour

or whose employment is otherwise considered by Company to be undesirable. All the expenses associated with such replacement shall be borne by the Contractor.

8.1.7 Contractor shall provide all personal safety gears for Contractor's personnel for safe working.

8.1.8 Contractors deploying foreign nationals required for execution of all work under the Service are required to have all necessary clearances as per the Govt. of India regulations.

8.1.9 Foreign Nationals deployed under the service should have proper work Visa as per the Govt. of India regulations and MOHA clearances as required under law.

8.2 CONTRACTOR'S ITEMS:

8.2.1 Contractor shall provide contractor's items and personnel to perform the services under the Contract as specified in this document.

8.2.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of Contractor's items including spares and replenishing them as necessary.

8.2.3 Contractor shall be responsible for the maintenance and repair of all Contractors' items and will provide all spare parts, materials, consumables etc. during the entire contractual period.

8.2.4 Contractor will be responsible for lubricants for operation of Contractor's equipment at Contractors cost. There will be no escalation in rates (FMC & FHC) throughout the duration of the Contract including extension, on account of any price increase in lubricants, other consumables, etc.

9.0 CONTRACTOR'S SPECIAL OBLIGATIONS:

9.1 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of Company.

9.2 Compliance with Company's Instructions: Contractor shall comply with all instructions of Company consistent with the provision of this Contract. Such instructions shall, if Contractor request, be confirmed in writing by Company's representative.

9.3 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.

9.4 Contractor should provide the list of items to be imported in the format specified in Proforma-A for issuance of Essentiality Certificate to Custom office for clearance of goods from customs at concessional (nil) rate of customs duty. Similarly, Contractor shall furnish list of all remaining and balance items imported under the

Essentiality Certificate for re-export at the end of the Contract and prior to de-mobilization.

9.5 In case the Contractor imports the equipment/materials/consumables etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment / materials / consumables within 60 days of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.

Note: 'Re-export' used herein or elsewhere in the Contract shall also mean and include 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.

10.0 OPERATIONAL TERMS & CONDITIONS:

10.1 The Contractor shall provide IFR-equipped helicopter.

10.2 The Contractor may in consultation with Company add or delete the equipment or make modifications to the helicopter, as deemed fit after taking approvals from concerned authorities, without affecting the safety and chartered rates.

10.3 The Contractor at his/her own expense and under his/her responsibility shall ensure:

- i) Fitment of Automatic Identification System (AIS) transponders for tracking the helicopter flying in Offshore and Onshore operations.
- ii) Compliance and provisioning of all maintenance, tools, spares and components, oils, etc. Provide approved life rafts adequate for all crew and passengers, and instantly inflatable life vests, and ear defenders to all crew and passengers to recognize international levels of equipment fit.
- iii) Transportation of its helicopter, equipment, spare parts, and personnel, etc. from the place of presentation to & from the Company's operation base.
- iv) Fitment of ADS-B equipment in the helicopter by the operator at their expense to be ensured on the installation of corresponding ground facilities and regulation by DGCA.

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.

10.5 The Boarding, Lodging, clearance, and handling of helicopters and spares through customs, local transport, and insurance of the helicopter will be on Contractor's account.

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.

10.7 The Contractor shall have the requisite number of qualified, experienced, and licensed aircrew (pilots) and engineering crew (engineers and technicians) to operate and maintain the helicopter conforming to the statutory requirements of DGCA or any other agency in India.

10.8 The pilots deployed by the Contractor shall have the necessary experience as prescribed under "Scope of Work" in the bid document and as per DGCA guidelines. The Contractor shall also provide necessary evidence of their flying experience to the Company. All documents giving details of the pilot's license, personal logbook, or any other reliable documentary evidence showing.

(i) Total flying Hrs logged on helicopter operations and

(ii) Total Hrs logged on offshore tasks on the Type of helicopter to be deployed shall be submitted by the Contractor to the Company, ten (10) days prior to the scheduled date of commencement. All necessary approvals and clearances required for foreign pilots and engineers to operate and maintain the helicopter in India shall be obtained by the Contractor at his cost.

10.9 Contractor shall provide for the duration of the Agreement for the helicopter during the term, **one set** of appropriately licensed, qualified, & experienced pilots for the helicopter and qualified, licensed, & experienced **engineering crew** to maintain and operate the helicopter and provide the services. All such personnel shall be and remain the Contractor's employees.

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.

10.10 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.

10.11 The Contractor shall provide experienced IFR licensed aircrews for operations and qualified maintenance crew for the servicing of the helicopter in accordance with statutory rules & regulations laid down by DGCA from time to time.

10.12 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.

10.13 The Contractor shall deploy a flight dispatcher at the Company's Heli base for the conduct of a smooth operation.

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.

10.15 The Contractor's representative shall be in-charge of and responsible for safety and safety-related matters at the base and shall convene regular meetings with Company's personnel to discuss and consider safety aspects relating to the provision of the services.

10.16 The pilot shall ascertain the suitability of route, flying, and landing options considering the limitations of weather, ATC etc, if any and shall advise the Company accordingly.

10.17 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.

10.18 The Contractor shall provide to the Company a table indicating approximate payloads which can be carried to different destinations 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.

10.19 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.

10.20 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.

10.21 At Company's Heli base, the Cargo handling arrangements shall be made by the Contractor.

10.22 The Contractor shall be required to keep daily records of flights for the helicopter for each day of operation, which shall include flying hours, installations visited, number of landings made, pax moved, cargo handled, ATF drawn, or reasons for not flying, if any. At the conclusion of each day of operations, the Contractor shall have a copy of the record certified by the representative of Company and each shall retain a copy of such record for billing.

10.23 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.

10.24 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.

10.25 The Company expects that offered Helicopter should carry the maximum useful load Offshore as per the agreed Payload Chart provided by the helicopter operator. In case of any deviation in the offered payload against the payload chart, it should be properly justified.

10.26 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.

10.27 The Company shall provide to the Contractor a "**Daily Flight Schedule**" for the crew change helicopter(s) for their next day's operation by 1800 hrs of the previous evening, which shall have information regarding ETD and installation to be visited. The Contractor shall give a confirmation to provide the flights in accordance with the said schedule.

10.28 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.

10.29 The pilots shall have the absolute right to determine the useful payload, composition, weight, cargo storage, suitability of weather conditions, flight altitude, speed, route, workable landing locations, etc.

10.30 The pilots shall also have the absolute right to cancel, terminate, or divert any airborne flight when such an action is deemed necessary by the pilots in the interest of flight safety due to any technical snag, system alarms, unserviceability, weather limitations, or due to any other condition beyond their control.

10.31 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.

10.32 The helicopter taxing time from the hangar of the Contractor to the Company's dispersal area at Visakhapatnam/Bhogapuram or any other permanent Heli base in India shall be on **Company's account**.

10.33 The Contractor shall have a well-defined maintenance program in place to ensure that all the helicopter components are well within their permissible time limits or are changed as per OEM / DGCA guidelines.

10.34 The Contractor to carry out the helicopter operations safely and efficiently and to make them available to the Company shall maintain, repair, overhaul, and service the helicopter in accordance with published airworthiness Standards and shall keep adequate spare parts and tools, etc. at his maintenance base as well as at offshore. The Contractor shall keep the Helicopter in tidy, clean, and presentable condition.

10.35 The Contractor shall provide a monthly maintenance program for chartered helicopter by the last week of the previous month to facilitate proper scheduling of services.

10.36 Medevac to be carried out during day time as a minimum and if possible to be carried out at night also.

10.37 In the course of execution of the assigned tasks, if a helicopter after completing a part of the task, develops any technical snag and therefore requires to be flown back to base for rectification, then in such cases the FHC (i.e. Flying Hourly Charges) shall be payable, for the part-flying completing the part-task (outbound). However, in such cases, no FMC shall be payable for that period till the technical snag is rectified and the helicopter is cleared for flying. The decision of the Company shall be final and binding on the Contractor.

11.0 DOWNTIME CLAUSE:

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. 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.

11.2 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.

11.3 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.

11.4 LD will be levied @ Rs.20,000/- per hour of delay or part thereof, in case of delay in deployment of the helicopter beyond One Hour of the scheduled departure, which is conveyed to the Contractor in advance. The maximum LD per day on this account will be 5% of FMC.

11.5 Normally, 1300 Hrs would be the cut-off time for the determination of a half day. However, in case of operational requirements of the Company, if two sorties are scheduled and executed after 1300 hrs then in such cases, the helicopter shall be considered to be available for the full day.

11.6 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) 3 Hours, in cases where the helicopter has returned to the Base from a night halt en route.

11.7 The Contractor shall immediately notify the Company, whenever the helicopter gets grounded with reason and when it is likely to get operational. The Contractor shall maintain complete and accurate records of all groundings which the Company may inspect at any reasonable time.

11.8 If a sortie is aborted after chocks off (skid up) due to bad weather or ATC restrictions, then in such cases the flying time shall be payable as per Clause 4.0 of SOR in the bid document.

11.9 If the helicopter gets grounded at any of the offshore locations, then the Company shall provide requisite facilities for travel of the maintenance crew and carriage of spares, tools, equipment, etc., at the cost of the Contractor to facilitate making the helicopter serviceable at the earliest. Such serviceable helicopter before returning to base shall be offered to the Company for its utilization and if utilized, then it shall be treated as a chargeable sortie.

12.0 PROVISION OF ATF:

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 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."

12.2 For test flights, maintenance flights, non-revenue flights, flights including pilot's recency, ground runs, etc, ATF charges shall be borne by the Contractor.

13.0 SUBSTITUTION OF HELICOPTER(S):

13.1 The Contractor shall be responsible for deploying only that helicopter on a monthly hire basis, which are inspected and accepted by the Company. The Contractor shall not change the helicopter during the entire period of the Contract except in the event of breakdown or accident or for carrying out mandatory inspections when a replacement conforming to the specification of the originally approved helicopter or equivalent helicopter or of superior specifications, shall be provided by the Contractor.

13.2 In case, the Contractor intends to replace the helicopter during the currency of the Contract for any valid reason, then prior written approval of the Company shall be obtained. In such case, the offered helicopter must be at par or superior in configuration and specifications than the originally offered helicopter and must also meet DGCA standards.

13.3 If a helicopter becomes a total loss or a constructive total loss, the Contractor shall endeavour it's best to provide a substitute helicopter at its own cost with at par or superior configuration helicopter, within sixty (60) days of loss, failing which the Contract for that helicopter will be deemed as terminated. All charges payable under this agreement in respect of the lost helicopter shall cease from the date it is lost/unavailable for Company's operation until Contractor replaces it with a fully operational helicopter at the base of the Company's operation.

13.4 In the event of the helicopter initially provided by the Contractor not being satisfactory in operation or not being available for more than 96 continuous hours, the Contractor shall provide a replacement helicopter of the same or superior specifications (suitable to land on the Company's drilling unit) **within 15 days** from the date & time of requirement, at its sole risk and cost of Contractor including ferrying charges which may arise on this account and at the same rates, terms & conditions. In case the Contractor fails to fulfil this obligation, the Company shall be free to engage any helicopter of equivalent specification, and any additional cost

towards engaging/hiring of helicopter in such cases will be to the Contractor's account. This additional cost shall be recovered from the Contractor's pending invoices/bank guarantee. The Company also reserves the right to terminate the contract and forfeit the performance bank guarantee. The period of 96 continuous hours will be reckoned after the permissible AOG days (downtime).

14.0 CHANGE OF OWNERSHIP:

The Contractor's rights and obligations in the helicopter shall not be transferred by sale or assignment without the prior written consent of the Company. In the event of the sale or assignment of the helicopter without the prior written consent of the Company in addition to its other rights, the Company may at its absolute discretion terminate this agreement whereupon the Contractor shall be liable to reimburse the Company the charter hire, if any, paid in advance and not earned, and any sums to which the Company is entitled under this agreement and damages which the Company may sustain directly as a consequence of such termination, besides any other remedies available to the Company under the Contract including forfeiture of performance bank guarantee.

15.0 ASSIGNMENT:

The party to whom this agreement and/or the rights and obligations arising out of this agreement are assigned shall assume full responsibility as to any and all provisions of this agreement as if such party was a party to this agreement ab-initio.

16.0 LIEN:

The Contractor shall at no time and on no account, have lien or create a lien on the cargo or equipment which are the property of the Company on board the Helicopter.

17.0 INGRESS AND EGRESS AT LOCATION:

Company hereby agrees that it shall provide Contractor with all necessary rights to the location where the well is to be located including any permission / licenses as required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Company's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its subcontractors, Company agrees promptly to advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same. Should any permits / licenses / Certificates - as applicable be delayed because of objections of statutory authorities in respect of Contractor's issue, the Contractor should make good and take corrective actions immediately and in that case no rate will be payable to the Contractor. Should Contractor be denied access to the location of drilling operations due to lack of compliance of any permits or licenses required by the Company, time lost as a result thereof shall be compensated at the Fixed Monthly Charges for the helicopters.

18.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost / reduction in cost to Contractor on account of the operation under the Contract the

Company / Contractor shall reimburse / pay Contractor / Company for such additional / reduced costs actually incurred subject to the submission of documentary evidence by Contractor / Company.

19.0 RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT:

Except as otherwise specifically provided in this Contract, any damage to or loss of the Contractor's Equipment (which, for the purpose of this Article 19.0 shall be deemed to include all Contractor's and its sub-contractors equipment) and regardless of the cause or reason for said loss, shall be the loss of the Contractor its underwriters or insurers and Contractor agrees to protect, defend, indemnify and hold the Company, its co-licensees and its and their affiliate companies, agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees harmless against any claim whatsoever or responsibility for any damage to or loss of the equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.

20.0 INDEMNITY AGREEMENTS:

20.1 Contractor agrees to protect, defend, indemnify and hold Company its co-leases, its agents, if any, its other Contractor's and/or their employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem, and judgments of every kind and character, without limit, which may arise in favour of or against the Contractor, Contractor's employees, agents, sub-contractors or their employees, on account of bodily injury or death of Contractor's employees, agent, sub- contractor or sub- contractor's employee or damage to said employee's property as a result of the operations, contemplated hereby, regardless of whether said claims, demands, or causes of action arise out of negligence or otherwise, in whole or in part, unseaworthiness or other fault, including pre-existing conditions of Company, its contractor's other than the Contractor, sub-contractors, partners, Joint Ventures, their employees or Agents.

20.2 Company agrees to protect, defend indemnify and hold Contractor and its sub-contractors, its agent and its affiliates, its other contractors and / or their employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem and judgments of every kind and character, without limit, which may arise in favour of or against the Company, Company's employees, Agents, invitees, contractors (other than Contractor) and sub-contractors or their employees, on account of bodily injury or death of Company's employees, agents, invitees, contractors (other than Contractor) and sub-contractors or damage to said employees or its property (including any property of Company) as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise in whole or in part, unseaworthiness or other faults, including pre-existing conditions of Contractor, its sub-contractors, partners, Joint Ventures, employees or agents.

21.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

22.0 DEMOBILISATION & RE-EXPORT:

22.1 The Contractor shall arrange for and execute demobilization of the Helicopter, its Spares, Accessories, consumables and Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract for the Helicopter and shall include dismantling of the Helicopter, its Spares, Accessories, consumables, including the manpower and re-export of the Helicopter (if re-exportable), its accessories and unutilized spares at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the Helicopter (if re-exportable), its accessories and unutilized spares, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the Helicopter, its accessories and unutilized spares. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

22.2 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

22.3 Contractor must furnish an undertaking that "the helicopter imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

22.4 In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another Company for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another Company and/or sale of the helicopter, its accessories, and the unused spares to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable, or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

22.5 'Re-export' used herein or elsewhere in the Contract shall also mean and include 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.

23.0 DISCIPLINE:

Contractor shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oil field practice.

The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense **within 15 days** if replaced by National Crew and 30 days if replaced by Expatriate from the time of such instruction given by the Company. The person so removed shall not be employed again without the prior written consent of the Company. Contractor shall not permit any of its employees, representatives, agents or sub-contractors to engage in any activity which might reasonably be considered to be contrary or detrimental to the interest of the Company.

24.0 FORCE MAJEURE:

24.1 CONDITIONS FOR FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean floods, pandemic, endemic, tempest, war, civil riot, fire and Acts, Cyclone and Cyclones Consequences, Rules and Regulations of respective government of the two parties namely Company and the Contractor, directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

Such Force Majeure situations shall be paid at Force Majeure Rate for a period of first thirty days, for each occasion, after which zero rate shall be payable to the Contractor after which 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.

24.2 WEATHER AND WAITING ON DAY LIGHT:

The parties hereto agree that waiting on weather/ waiting on day light shall not be considered as Force Majeure. Weather in this case means temporary conditions of

wind, waves or tides, which make it unsafe or hazardous to conduct operations hereunder.

25.0 INSURANCE:

(In addition to that specified in the STC - Special Terms and Conditions of Contract)

25.1 The Contractor shall procure at Contractor's expense and maintain throughout the period of this Agreement, the insurance policies described below and all statutory insurance covers, and with policy limits indicated below;

(a) Workmen's Compensation and Employer's Liability Insurance shall cover all employees for statutory benefits as set out and required by local laws in the area of operations or the area in which the Contractor may become legally obligated to pay benefits. Employer's Liability Insurance will not be less than the Operator's limit for the national crew.

(b) Third Party Liability Insurance to insure the Contractor against any liability it may incur to any person for not less than a Rs 100 lacs for each and every occurrence.

(c) Passenger & Crew Liability Insurance is to ensure Contractor in respect of death to any person caused whilst a passenger is in a helicopter or in the course of any of the operations of embarking or disembarking for each occurrence subject to the maximum amount as per statutory liability or admitted liability up to Rs. 100 lacs per passenger, whichever is higher.

(d) Passenger & Crew Liability Insurance is to ensure Contractor in respect of injury to any person caused whilst a passenger is in a helicopter or in the course of any of the operations of embarking or disembarking for each occurrence subject to the maximum amount as per statutory liability or admitted liability up to Rs. 10 Lacs per passenger, whichever is higher.

(e) Property Personnel Baggage Liability Insurance to insure the Contractor in respect of damage to or loss of any property caused whilst being carried by helicopter or in the course of any of the operations of loading or unloading to the extent of Rs. 100/-per kg of all registered baggage and a total of Rs. 1,000/- per unregistered baggage for each and every occurrence.

(f) **Aircraft Hull (including Spares and Equipment) Insurance** against all risks including war and allied perils with policy limits equal to the value of the aircraft.

25.2 The following clauses of STC are overruled as follows:

(a) Clause No: 14.6 of STC – "Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time."

(b) Clause No: 14.9 of STC – "**Additional Assured: 'Oil India Limited'** is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability insurance)."

(c) Clause No: 14.10 of STC – **“Waiver of subrogation:** Except for the workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where OIL is neither required to be present as principal Assured or additional Assured, all insurance policies of the Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees to the extent of the indemnities undertaken by the Contractor under this contract”.

(d) Clause No: 14.12 of STC – Not Applicable against this tender/contract

(e) Clause No: 14.13 of STC – Not Applicable against this tender/contract

25.3 The limit of insurance shall in no way relieve the Contractor from their duty, obligations, or full liabilities in tort under the Contract or Statute, and in the event of any under-insurance or inadequate limit, the Contractor shall be self-insurers for any policy deductibles, shortfall / deficiency and they alone shall bear the residual liability / resultant consequences.

26.0 PERMITS, CLEARANCES AND LICENSES:

Contractor agrees that it shall secure permits, clearances and licenses for operations of the Air Logistics (Helicopter) services in Indian waters, if required and Contractor shall pay any expenses in this regard. Contractor shall take required License(s) from the appropriate regulatory agencies of Govt. of India at Contractor's cost. However, the Company shall assist the Contractor in obtaining the requisite permit, clearances and licenses.

27.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

28.0 CUSTOMS DUTY:

28.1 The Company will issue Essentiality Certificate for import of eligible Goods in terms of Custom Notification No. 50/2017-Customs dated 30th June-2017, further amended vide latest Custom Notification No. 45/2025- Customs dated 24.10.2025 (S. No. 229 of Table I, List 16, and Condition No. 28), on submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL at least with clear 15 working days' notice. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor. Similarly, Company/ Append will issue requisite undertaking for transfer of EC, in respect of the goods already

imported under Essentiality Certificate and to be transferred to this contract, on submission of clear, legible and valid documents by the Contractor to OIL.

The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.

Similarly, such specified goods required for petroleum operations if procured from domestic sources would attract 18% concessional Rate of GST (IGST or CGST & SGST/UTGST) as per GST-Rate Notification No. 3/2017 dtd. 28.06.2017 and amended vide Notification No. 08/2022 dtd. 13.07.2022 and 11/2025-IGST(R) dated 17.09.2025 against issuance of EC by DGH for which OIL shall issue the recommendatory letter. If the standard/merit-rate of GST on the specified goods itself is 18% or lower, then such lower rate of GST would apply directly i.e. without invoking Notification No. 3/2017- IGST(R).

Bidders shall take note of the prevailing customs notifications including the latest Notification No. 45/2025- Customs dated 24.10.2025 issued by customs. Contractor should consider concessional Customs Duty only for those items appearing in List-16 therein. Items of their import other than those appearing in List-16 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-16 of Customs Notification No. 45/2025- Customs dated 24.10.2025 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 16 of 45/2025- Customs dated 24.10.2025 for reasons not attributable to Contractor, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Items other than those appearing in List-16 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 contractor in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession / exemption for those items (not included in List-16 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 contractor 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. Contractors 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, provide the same are included in the Proforma-A submitted by the contractor.

Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

28.2 Contractor should provide the list of the items to be imported by the Service Provider them under the Contract will be as per the items to be imported as submitted in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. Company shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from Customs and clear the goods through customs. Company shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor shall indemnify Company from all liabilities of Customs Duty.

28.3 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

28.4 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

28.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the

consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

28.6 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-16 of Notification No. 45/2025- Customs dated 24.10.2025 or non-issuance of Essentiality certificate in terms of GST Notification no. 45/2025 dated 24.10.2025 for reasons not attributable to the Contractor, Contractor shall charge applicable customs duty on import or goods and service tax on supply as per the HSN code of the product.

29.0 TERMINATION:

(In addition to that specified in the Special Terms and Conditions of Contract - STC)

29.1 Notwithstanding anything contained herein the Company shall have its exclusive right to terminate the Contract for the chartered helicopter operating under the contract by giving to the Contractor Thirty (30) days written notice without assigning any reason thereof. Nevertheless, in case of performance of the Contractor is not found Satisfactory, then provisions of the STC shall apply.

29.2 Termination Due to Operational Problems: If the Contractor is not in a position to provide the chartered helicopter due to an inordinate delay in the supply of spare parts or that delay in repairs, the Company may notify the Contractor of the termination of the Contract for the affected helicopter and/or if the helicopter is inoperative and is not made available for the Company's Offshore operations for 30 continuous days, the Company at its option can terminate this Agreement forthwith without giving any further notice without prejudice to its rights available to the Company under this contract.

29.3 Termination due to non-mobilization: In the event Contractor fails to mobilize the helicopter as required, the Company shall also have the right to invoke the Contractor's Bid Bond or Performance Bond if the Contract is terminated as per the Special Terms and Conditions of Contract. The Company will not be liable to pay any charges whatsoever to the Contractor.

29.4 Termination upon assigning/transferring the rights: If the Contractor assigns its rights and obligations under this Agreement and/or the Contractor assigns its rights, titles, and interest on the helicopter without the prior written consent of the Company.

29.5 Termination due to Non-availability of License / NSOP Permit: The Contractor shall ensure that the License / NSOP permit issued by DGCA is valid throughout the period of the contract as well as for the extended period of the contract, if any. The Company shall have the right to terminate the Contract by giving 30 days' notice, if the License / NSOP permit of the Contractor is suspended, or cancelled or if the Contractor is unable to provide the helicopter services as per the Company's requirement under the contract. In such case, the Company shall have the right to invoke and forfeit the Performance Bond submitted by the Contractor.

29.6 On confirmation of termination from the Company, the helicopter will be demobilized to Contractor's base in India or abroad, as applicable.

30.0 NOTICES:

30.1 Any notice given by one party to other, pursuant to this Contract shall be sent by email and confirmed in writing to the applicable address specified below:

For Company

a) For contractual matters

Chief General Manager (C&P)
OIL INDIA LIMITED
Kakinada - 533003,
Andhra Pradesh, India
Email: KGBCP@oilindia.in

b) For technical matters

General Manager (Drilling)
OIL INDIA LIMITED
Kakinada - 533003,
Andhra Pradesh, India
Email: kgbasin@oilindia.in

For Contractor:

30.2 A notice shall be effective when sent by email (email sent date) or on the notice's effective date whichever is later. Either party may change its address by giving Written Notice to the other party.

END OF SECTION-III, PART-3

PART-III

SECTION-IV

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	2160
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 Demobilization 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 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.

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, Ground handling 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.

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 FORCE MAJEURE DAY RATE (Per 24 Hrs. Day) (FMR)

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 demobilization 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)

LIST OF PROFORMAS, EXHIBITS, APPENDICES, ETC. FOR THE TENDER
(Bidders are advised to submit all the proformas applicable to them and submit the duly fill in table as below)

Sl. No.	Proforma-No.	Form Description	Submitted (Yes/No/Not applicable)
1.	Proforma-A	List of equipment to be imported (if any) for execution of contract	
2.	Proforma-B	Price Bidding Format (To be uploaded in the Price/Financial Bid, if the price bid format indicating the prices is uploaded in the technical bid, the bid will be straightaway rejected)	
3.	Proforma-C	Statement of Non-Compliance (if any)	
4.	Proforma-D	Performance Bank Guarantee Format	
5.	Proforma-E	Agreement Form	
6.	Proforma-F	Letter of Authority format	
7.	Proforma-G	Letter of Authorisation for attending Bid Opening format	
8.	Proforma-H	Certificate of Annual Turnover & Net Worth	
9.	Proforma-I	Safety Measures	
10.	Proforma-J	Integrity Pact	
11.	Proforma-K	Format of Undertaking by Bidders towards submission of authentic information/documents	
12.	Proforma-L	Certificate of compliance to financial criteria	
13.	Proforma-M	Undertaking towards details of Bank Guarantee	
14.	Proforma-N	Form of Bid Security	
15.	Proforma-O	Undertaking for Local Content	
16.	Proforma-O-1	Certification By Statutory Auditor / Cost Auditor / Practising Cost Accountant / Practising Chartered Towards Local Content	
17.	Proforma-P	Bid Form	
18.	Proforma-Q	Form of performance bank guarantee towards for supporting company	
19.	Proforma-R	E-Remittance Form	
20.	Proforma-S	TPI Certificate	
21.	Proforma-T	PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"	
22.	Proforma-U	PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"	
23.	Proforma-V	Declaration Format, (as per BEC Clause No. 3.3)	
24.	ANNEXUIRE-I(a)	FORMAT OF AGREEMENT BETWEEN BIDDER AND	

Sl. No.	Proforma-No.	Form Description	Submitted (Yes/No/Not applicable)
		THEIR SUPPORTING COMPANY	
25.	ANNEXUIRE-I(b)	GUARANTEE BY THE SUPPORTING COMPANY / GUARANTOR (Experience)	
26.	ANNEXUIRE-I(c)	PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY BY THE SUPPORTING COMPANY / ULTIMATE CONTROLLING COMPANY (AS THE CASE MAY BE) OF THE BIDDING COMPANY.	
27.	ANNEXUIRE-II	FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (As the case may be)	
28.	ANNEXUIRE-III	PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE	
29.	ANNEXUIRE-IV	FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO- SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY	
30.	ANNEXUIRE-V	JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIALSTANDING	
31.	ANNEXUIRE-VI	PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING	
32.	ANNEXUIRE-VII	FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES	
33.	ANNEXUIRE-VIII	UNDERTAKING TOWARDS BEC	
34.	ANNEXUIRE-IX	Undertaking for taking payment against Expenses in India.	
35.	EXHIBIT-I	UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROMA BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA	
36.	EXHIBIT-II	UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING	

Sl. No.	Proforma-No.	Form Description	Submitted (Yes/No/Not applicable)
37.	EXHIBIT-III	ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY(ToT)	
38.	APPENDIX-1	DECLARATION ABOUT BIDDER'S FINANCIAL STANDING	
39.	APPENDIX-2	DECLARATION THAT BIDDER IS NOT UNDER HOLIDAYLIST/DELISTED/BLACKLISTED/DEBARRED IN OIL	
40.	APPENDIX-3	ESG QUESTIONNAIRE	
41.	CHECKLIST-I	COMMERCIAL CHECK LIST	
42.	CHECKLIST-II	TECHNICAL EVALUATION SHEET FOR BEC	

PROFORMA-A

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE**

Sl. No.	Item Description	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HS N Code
A	B	C	D	E = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											
4											
5											

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

(3) For estimation of applicable customs duty, the Bidders are required to indicate customs tariff code (i.e., HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

~~~ (End of Proforma-A) ~~~

**PRICE BID SCHEDULE**

**Sub: Hiring of agency for charter hire of helicopter services to support Drilling Operations in Krishna Godavari, Mahanadi and Andaman 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.**

**REFER TO PRICE BIDDING FORMAT**

**~~~ (End of Proforma-B) ~~~**

**STATEMENT OF NON-COMPLIANCE**

**(Only exceptions/deviations to be rendered)**

The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

| <b>Section No.</b> | <b>Clause No. (Page No.)</b> | <b>Non-Compliance</b> | <b>Remarks</b> |
|--------------------|------------------------------|-----------------------|----------------|
|                    |                              |                       |                |

**Authorized Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

~~~~~

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
Office of the ED (OFFSHORE) OALP, MBP, KG, DSF,
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

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (Name of Bank)of (Name of country) having our registered office at..... (hereinafter called "the Bank") have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail
address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Witness: _____

Address: _____

Date: _____

Place: _____

~~~~~

**AGREEMENT/ CONTRACT FORM**  
**(not to be filled and submitted)**

This Contract is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam and Project Office at 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 hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose; and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----  
--.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this Contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the Contract shall be authorized solely by an amendment to the Contract executed in the same manner as this Contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this Contract viz.:

a) Section-I indicating the General Conditions of this Contract;

- b) Section-II indicating the Terms of Reference;
- c) Section-III indicating the Special Conditions of Contract;
- d) Section-IV indicating the Schedule of Rates.
- e) Integrity Pact
- f) Letter of Award
- g) Performance Security(copy)

In case of contradiction between GCC/SCC/TOR/SOW/SOR, the terms and conditions mentioned in TOR/SOW will prevail followed by SOR, SCC and GCC - in that order.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this Contract at Kakinada as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Contractor  
Company (Oil India Limited)

For and on behalf of  
(M/s. \_\_\_\_\_)

Name:  
Status:

Name:  
Status:

In presence of

In presence of

1.

1.

2.

2.

~~~~~

PROFORMA LETTER OF AUTHORITY

To,
ED (OFFSHORE) OALP, MBP, KG, DSF
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

Sir,

Sub: OIL's IFB No. CEG2068P27

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for **Hiring of agency for charter hire of helicopter services to support Drilling Operations in Krishna Godavari, Mahanadi and Andaman 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.**

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

AUTHORISATION FOR ATTENDING BID OPENING

TO,
ED (OFFSHORE) OALP, MBP, KG, DSF
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

Date: _____

Sir,

Sub: OIL's IFB No. CEG2068P27

We authorize Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Kakinada on our behalf.

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto_____ are correct.

YEAR	TURN OVER (In INR Crores/US\$ Million*)	NET WORTH (In INR Crores/US\$ Million*)

* Rate of Conversion (if used any): USD 1.00 = INR.

Place:
Date:
Seal:

Membership Code:
Registration No.:
Signature

~~~~~

**To,**  
**ED (OFFSHORE) OALP, MBP, KG, DSF**  
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

**SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above Contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said Contract.
- b) The names of the authorized persons who would be supervising the jobs on day-to-day basis from our end are the following:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this Contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)  
Date \_\_\_\_\_

Yours Faithfully

M/s \_\_\_\_\_  
FOR & ON BEHALF OF CONTRACTOR

\*\*\*

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process for compliance with the principles mentioned above.

**Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.
- (iii) The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

**Section: 2 -Commitments of the Bidder**

**(1)** The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.
  - (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (iii) The Bidder (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
  - (vi) The Bidder (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
  - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2)** The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3)** The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process for such reason.

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

#### **Section 4 -Compensation for Damages**

**(1)** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

**(2)** The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

**(1)** The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

**(2)** If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

(1) The Principal will enter into Pacts on identical terms with all bidders and contractors.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section: 7-Criminal charges against violating Bidders / Contractors / Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section: 8 -External Independent Monitor/Monitors**

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

**Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section:10 -Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

|                                                                |                                                                                           |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| .....<br><b>For the Principal</b><br><br>Date :<br><br>Place : | .....<br><b>For the Bidder/Contractor</b><br><br>Witness 1: .....<br><br>Witness 2: ..... |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------|

\*\*\*

**To,**

**ED (OFFSHORE) OALP, MBP, KG, DSF**

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

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No.**

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/Contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of Contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,  
for (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

\*\*\*

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED  
SIGNATORY OF THE BIDDER**

**CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA:**

I ..... the authorized signatory(s) of .....  
(Company or firm name with address) do hereby solemnly affirm and declare /  
undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as  
the case may be) has actually not been audited as on the Original Bid Closing Date.**

Place: .....

Date: .....

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e., if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

\*\*\*

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK  
GUARANTEE**

To,

**ED (OFFSHORE) OALP, MBP, KG, DSF**

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

We M/s ..... are submitting the performance security in favour of Oil India Limited, Kakinada in the form of bank guarantee bearing reference no. .... for an amount of INR ..... valid up to ..... as per terms and conditions of our Purchase Order/Contract No.....

**PBG issuing bank details:**

|                               |                        |
|-------------------------------|------------------------|
| Bank                          |                        |
| Branch IFS Code               |                        |
| <b>Contact Details</b>        | Mobile                 |
| E-mail Addresses              | Telephone Fax          |
| <b>Correspondence Address</b> | State Country Pin Code |
| H No/Street/City              |                        |

**Declaration:**

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank using the details mentioned in the Contract/purchase order and hereby confirming the correctness of the details mentioned.

Authorised Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Vendor Code \_\_\_\_\_  
Email-ID \_\_\_\_\_  
Mobile No. \_\_\_\_\_

Encl: Original performance bank guarantee

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FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To,

ED (OFFSHORE) OALP, MBP, KG, DSF

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (* _____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ___ day of _____ 20 _____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

Contd.... P/2

Page No. 2

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)**

To,
ED (OFFSHORE) OALP, MBP, KG, DSF
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

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____ dated _____ for **Hiring of agency for charter hire of helicopter services to support Drilling Operations in Krishna Godavari, Mahanadi and Andaman 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.** We hereby undertake that we meet the mandatory minimum local content requirement as per the provision of **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. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022.**

The percentage of Local Content in the bid is _____ %.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

**CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING
COST ACCOUNTANT / PRACTISING CHARTERED TOWARDS LOCAL CONTENT**

*(to be submitted on statutory auditor/cost auditor / practicing cost accountant /
practicing chartered 's letterhead, signed & stamped)*

**TO,
M/s. OIL INDIA LIMITED,
KG Basin Project, Kakinada Andhra Pradesh**

Kind Attn.: CGM (C&P)

Sub.: Certification of local content against Tender No: _____ dated _____

We, _____, the Statutory Auditor/Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) of M/s _____ (name of the bidder) having our registered office address _____ hereby certify the following:

We have reviewed the local content in the offer no. _____ dated _____ submitted by M/s _____ (name of the bidder) against the enquiry no. _____ by M/s _____ (name of the bidder) as per the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-PP (BE-11) dated 16.09.2020 or Notification No FP-20013/2/2017-FP-PNG Part (4) (E-41432) dated 26.04.2022 subject to revisions/ amendments thereof.

In the above offer, we certify the bidder's status and local content as under:

- Class-I local Supplier: Offer has local content equal to or more than 50%, as defined in the policy.

OR

- Class-II local Supplier: Offer has local content more than 20% but less than 50%, as defined in the policy.

{Strike off whichever is not applicable out of two above}

For and on behalf of
Authorized signatory

Name of Statutory Auditor/Cost Auditor/Cost Accountant/Chartered Accountant:

Designation:

Seal :

Membership no. :

UDIN No:

BID FORM

To,
ED (OFFSHORE) OALP, MBP, KG, DSF
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

Sub: Tender No. IFB No.: CEG2068P27

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days/months calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extension to bid validity agreed by us.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Letter of Award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2026

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

FORM OF PERFORMANCE BANK GUARANTEE TOWARDS FOR SUPPORTING COMPANY

To,
ED (OFFSHORE) OALP, MBP, KG, DSF
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

WHEREAS__ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. _to execute----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/ head office at _____ is the **"Ultimate Parent"** of **"Supporting Company"** M/s _____ (Name of the supporting company with address)/ M/s..... (Name of the Contractor with address, incase experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY' / **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/ technical strength of the **"Supporting Company"/"Ultimate Parent"** (whichever is applicable), the Contractor has qualified for award of Contract and has agreed to provide complete technical and other support to the Contractor for successful completion of the Contract as mentioned above, entered between Oil India Limited (OIL) and the Contractor and OIL having agreed that the **"ULTIMATE PARENT"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ _____ towards providing complete technical and other support to the Contractor for successful completion of the Contract as mentioned above,

ANDWHEREAS we (Name of Bank) of (Name of country) having our registered office at..... (hereinafter called "the Bank") have agreed to give the **"ULTIMATE PARENT"**, such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATEPARENT"**, upto a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor/**ULTIMATE PARENT** before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _day of_.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX

NO:

BANK EMAIL-ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS_____

Designation_____

Name of Bank_____

Address_____

Witness_____

Address_____

Date:_____

Place: _

**[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD
FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORMAT FOR INSPECTION CERTIFICATE FROM THIRD PARTY
INSPECTION AGENCY
(To be submitted on official letter head)

To,
ED (OFFSHORE) OALP, MBP, KG, DSF
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

Sir,

SUB: OIL's Tender No. CEG2068P27

M/s _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third-Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having _____ **nos. pages.**

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

Designation: _____

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/S OIL INDIA LIMITED, 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, Venka Nagar Kakinada, Andhr Pradesh – 533003	Insurance Surety Bond (ISB) No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Kakinada, Andhra Pradesh India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we _____ (Name & address of the "Insurer") _____ having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs.(Rupees only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer

SEALED with the said Insurer this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

6. If the Bidder withdraws their Bid within its original/extended validity; or
7. The Bidder modifies/revises their bid suomoto; or
8. The Bidder does not accept the contract; or
9. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
10. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
 - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and
 - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Witness:

Issuing Authority:

.....
(Signature)

.....
(Signature)

.....
Name

.....
Name

.....
(Designation & official address)

.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY
"INSURANCE SURETY BOND"

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter/Introduction" of the Tender.
- e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s OIL INDIA LIMITED, 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	Insurance Surety Bond (ISB) No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name and address of Contractor) _____ (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we, undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this ISB, and we hereby waive notice of such change, addition or modification.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

5. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surety Insurer with any other person.
6. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
7. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
8. Notwithstanding anything contained herein:
 - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and
 - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Witness:

Issuing Authority:

.....
(Signature)

.....
(Signature)

.....
Name

.....
Name

.....
(Designation & official address)

.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT"
BY "INSURANCE SURETY BOND"

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter/Introduction" of the Tender.
- e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA-V

Not Required for this Tender

DECLARATION FORMAT
(as per BEC Clause No. 3.3)
[On Bidder's Letter Head]

To,
M/s OIL INDIA LIMITED,
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

Dear Sir,

This has reference to your Tender No **CEG2068P27** on the subject **Hiring of agency for charter hire of helicopter services to support Drilling Operations in Krishna Godavari, Mahanadi and Andaman 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.**

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel for a minimum duration of 50% of the contract period during execution of the contract of the Subsidiary/Parent /Sister Subsidiary/Co-subsidiary company experience (strike out whichever is not applicable) on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria.

Signature
(Name & Designation of Authorized person)

**FORMAT OF AGREEMENT BETWEEN BIDDER AND
THEIR SUPPORTING COMPANY**

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTARISED)

This agreement made this ___ day of ___ month year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) Corporate Identity Number ----- hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Company which hold more than fifty percent of the paid up share capital of the bidding company / Company in which it holds more than fifty percent of the paid up share capital. as the case may be) Corporate Identity Number ----- hereinafter referred to as "Supporting company" of the other part:

WHEREAS M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148 has invited offers vide their tender No. ___ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting company] and whereas Supporting company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit its bid to OIL for the full scope of work as envisaged in the tender document and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Supporting company) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Supporting company and accepted by the bidder.
3. The Bidder/Supporting company holds more than 50 % paid up equity capital of the Supporting company/Bidder.
4. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
5. It is further agreed that for the performance of work during contract period bidder and Supporting company shall be jointly and severally responsible to OIL for satisfactory execution of the contract and extension of the contract beyond Primary term if any
6. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder) M/s. Witness: 1) 2)	For and on behalf of (Supporting company) M/s. Witness: 1) 2)
---	--

GUARANTEE BY THE SUPPORTING COMPANY / GUARANTOR (Experience)

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

WHEREAS

1. M/s Oil India Limited, a company duly incorporated under the Companies Act 1956,
having Corporate Identity Number L11101AS1959GOI001148 and its Registered Office
at Duliajan, Dist : Dibrugarh- Assam, India and having an office, amongst others, at
Kakinada, Andhra Pradesh hereinafter called “OIL ” which expression shall unless
excluded by or repugnant to the context thereof, be deemed to include its successor and
assigns, has invited tender number for on

2. M/s (Complete name), a company duly organized and existing
under the laws of (insert jurisdiction/country), having Corporate
Identity Number -----and its Registered Office at (complete
address) hereinafter called “the Bidder and or Contractor” as the context may require
which expression shall, unless excluded by or repugnant to the subject or context
thereof, be deemed to include its successor and permitted assigns, have in response to
the above mentioned tender, submitted their bid bearing number
to OIL.

3. The Bidder/Guarantor company holds more than 50 % paid up equity capital of the
Supporting company/Bidder.

4. The Bidder does not meet the Experience criteria required under the aforesaid tender.

5. The Guarantor company meets all the Experience criteria parameters stipulated
under the aforesaid tender and wishes to support the Bidder to make it eligible to submit
its bid.

6. OIL is willing to consider the bid of the Bidder company only if the bid is accompanied
with a guarantee from the Guarantor company guaranteeing technical support for
satisfactory performance of the work covered under the said tender including any
change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have read the terms and conditions and understood
the requirement of the above said tender and are capable of and committed to provide
technical and such other supports as may be required by the Bidder company for
successful execution of the same.

Accordingly, at the request of the Bidder company and in consideration of and as a
requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to OIL
and undertakes as follows:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder / Contractor company of any of its obligations under the Bid or the Contract that may be awarded in any respect, the Guarantor shall, immediately on receipt of notice of demand from OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the OIL and duly perform the obligations of the Contractor company to the satisfaction of the OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) including extensions if any under the contract that may be awarded to the Bidder/ Contractor.
3. The Guarantor shall be jointly with the Bidder / Contractor as also severally responsible to OIL for satisfactory performance of the contract that may be awarded to the Bidder / Contractor by OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the High Court of Andhra Pradesh, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
8. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to OIL, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Letter of Award, as guarantee for performance by the bidder/contractor.

The Guarantor hereby expressly agrees that if in the opinion of OIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, OIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of OIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to OIL, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding Company to OIL, in the prescribed format within 15 days from the date of Letter of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby

expressly agrees that if in the opinion of OIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, OIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of OIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

9. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance, and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Supporting company)

M/s _____
Signature _____
Name _____
Designation _____
official seal _____

Witness: 1.
Signature
Full Name
Address

2. Signature
Full Name
Address

Instructions:

- The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies: - - - - CEO, (or)
- any of the full time Directors at the Board level, (or)
- Proprietor in case of Sole Proprietorship concerns, (or)
- all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
- any official holding valid authorization for signing such agreements.

PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY BY THE SUPPORTING COMPANY / ULTIMATE CONTROLLING COMPANY (AS THE CASE MAY BE) OF THE BIDDING COMPANY.

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____ Dated _____

To,
OIL INDIA LIMITED

Dear Sirs,

1. In consideration of Oil India Limited having its Project Office at Down Town Building, 3rd Floor, Door No. 70-14-16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh – 533003 (hereinafter referred to as OIL) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees.

Further, M/s _____ (Name of the Supporting company) having its registered / head office at _____ (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the 'SUPPORTING COMPANY' shall furnish to OIL a performance guarantee for US\$ towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of US\$ (in figures) _____ US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and

shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that OIL may have in relation to the 'SUPPORTING COMPANY's' liabilities.

4. The Bank further agrees that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the 'SUPPORTING COMPANY'.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of the High Court of Andhra Pradesh, India.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to US\$ (in figures) _____ US Dollars (in words) _____ only and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

All Claims of OIL (beneficiary) against this Bank Guarantee, shall be remitted by the(Bank's name to be inserted) to the following account of OIL only through electronic transfer of funds, unless otherwise specifically communicated by OIL:

Beneficiary Account Name: OIL INDIA LIMITED

Bank Name:

Branch:

Branch Code:

Bank Account No.:

SWIFT Code:

In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this day of at

Full name and official Full name, designation and address (in legible letters) address (in legible letters) with Bank stamp Attorney as per power of Attorney No.....

Dated

WITNESS NO. 1 -----

(Signature)

Full name and official address

WITNESS NO. 2 -----

(Signature)

Full name and official address

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/ SISTER-SUBSIDIARY/ CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (As the case maybe)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made on this ___ day of ___ month ___ year by and between M/s _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company) hereinafter referred to as "Parent Company/Subsidiary Company/Sister Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

WHEREAS M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148 has invited offers vide their tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s _____ [Parent Company/Subsidiary Company -(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract and extension of the contract beyond Primary term if any.
5. However, the bidder shall have the overall responsibility of satisfactory execution

of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of Parent Company/Subsidiary Company (Delete whichever not applicable)
M/s	M/s
Witness:	Witness:
1.	1.
2.	2.

**PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE
(Delete whichever not applicable)**

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company/ wholly owned Subsidiary Company (Delete whichever not applicable) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company
3. The Guarantor shall be jointly with the Company has also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____
 Signature _____
 Name _____
 Designation _____
 Common seal of the _____

Witness:

1) Signature _____
 Full Name _____
 Address _____

2) Signature _____
 Full Name _____
 Address _____

**FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO
SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF
BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY**

(Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ___ day of ___ month ___ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148, having its Registered Office at Duliajan in the State of Assam, India has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they

shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.

7. In witness whereof the parties hereto have executed this agreement on the date mentioned above. For and on behalf of (Bidder) For and on behalf of (Sister Subsidiary/Co subsidiary)

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/Co- Subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s. Witness	M/s. Witness	M/s. Witness
1.	1.	1.
2.	2.	2.

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL
STANDING**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s [Name of JV member with more than 50% stake] a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ [Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s _____ [Complete Name of JV member with more than 26% stake] and whereas M/s _____ [Complete Name of JV member with more than 26% stake] represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

1. The Guarantor confirms it hold (in percentage, should be more than 26%) stake in the M/s _____ [Name of the incorporated Joint Venture Company].
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is minimum INR for the accounting year preceding the original bid closing date.
5. The Guarantor undertakes to provide financial support to [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s _____ [Name of the incorporated Joint Venture Company].

The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to [Name of the incorporated Joint Venture Company].

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s _____ [Name of the incorporated Joint Venture Company] and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of (Bidder) Witness: 1. 2.	For and on behalf of (Name of JV member with more than 26% stake) Witness: 1. 2.
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**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE
TOWARDS FINANCIAL STANDING**

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148, having its Registered Office at Duliajan in the State of Assam, India has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)] and Parent/Ultimate Parent/Holding whereas Company(Delete whichever not applicable)represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

- 1.The Guarantor confirms that the Bidder is a wholly owned subsidiary of the Guarantor.
- 2.The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
- 3.The Guarantor have an annual financial turnover of minimum INR(or equivalent USD) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
- 4.Net worth of the Guarantor is positive for preceding financial/accounting year.
- 5.The Guarantor undertakes to provide financial support to the Bidder or executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of (Bidder) Witness: 1. 2.	For and on behalf of Parent/Ultimate Parent / Holding Company (Delete whichever not applicable) Witness: 1. 2.
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FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES

(TO BE SUBMITTED ON BIDDER'S LETTERHEAD)

Tender No.

With reference to the Notice Inviting Tender, I/ We (Name of the bidder -----) have gone through the tender documents more particularly the BEC clauses and noted the Content therein. I/We undertake that I/We shall abide by the Terms and Conditions of the Tender including BEC etc. It is further certified and confirmed that we have quoted the price within the limits specified in the tender for various parameters such as Mobilization charges and Repair Day rates etc.

I/We hereby give our consent and authorize OIL, having understood and agreed, in case the rates quoted are more than the above-specified limits, the excess amount quoted shall treated as per terms and conditions of the tender.

(Authorized signatory of bidder)

Seal:

Date:.....

Place:.....

**UNDERTAKING TOWARDS BEC
(To be submitted on Bidder's letter head)**

**To,
Oil India Ltd., KG Project,
Kakinada-533003, Andhra Pradesh**

Tender No.:

IFB No.: _____

I/We, the undersigned, declare that if I/we are found to have:

- i. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or;
- ii. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on;
- iii. Rescission of contract (in case of JV) on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- iv. On account of currency of debarment by any Government agency,

our bid shall be subject to disqualification.

**Name and Signature of
Authorized Signatory and Company Seal**

(Note: Above to be submitted by all members of consortium / JV partners / bidder & Supporting Company, as the case may be.)

Format for undertaking by Foreign Bidders towards taking payment against Expenses in India (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking for taking payment against Expenses in India against tender no. CEG2068P27

**Oil India Ltd., KG Project,
Kakinada-533003,
Andhra Pradesh, India**

Sir,

With reference to our quotation against Tender no. CEG2068P27, we hereby confirm that we have gone through the Tender document in toto and quoted Expenses to be incurred in India in percentage (%) against each line item (wherever applicable) of the Price Bid Format (**Proforma-B**). We have quoted after proper due diligence and take full responsibility for the same. We agree to the condition that during payment (if successful), the “Expenses in India” component of the price shall be converted to INR (if quoted price is other than INR) considering the conversion rate as per Clause No. 21.0 of ITB. If any Expense is incurred in India over and above the aforesaid percentage (%), then we will inform Oil India Limited in due course of time and same will also be considered while calculating “Expenses in India” component.

Yours faithfully,

**For (type name of the firm here)
Signature of Authorized Signatory**

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR
RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY
WHICH SHARES LAND BORDER WITH INDIA**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED
TRANSFER OF TECHNOLOGY(ToT)**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,
ED (OFFSHORE) OALP, MBP, KG, DSF
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

Sub: Undertaking/Declaration regarding financial standing

Ref:

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

(Name & Signature of the
authorised signatory of the bidder)

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL

To,
ED (OFFSHORE) OALP, MBP, KG, DSF
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

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref:

- a. We, _____(Name of the bidder) solemnly affirm that we have read and understood OIL’s Banning Policy as available at OIL’s website <https://www.oilindia.com/banning-policy> and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.
- b. We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring us/them from carrying on business dealings with OIL.
- c. We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- d. We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the “Banning Policy” of Oil India Limited:

Sl. No.	Name	Address	PAN No.	GST No.	OIL Vendor Code

Place: _____

Date: _____

(Name & Signature of the
authorised signatory of the bidder)

ESG Questionnaire for vendors and suppliers

			<u>Response</u>
1. Emissions	What was the GHG emission for the last financial year ?	a) Scope 1 GHG emissions (kg CO ₂ e)	
		b) Scope 2 GHG emissions (kg CO ₂ e)	
	What was the GHG emission per unit of revenue for the last financial year?	a) Scope 1 GHG emissions (kg CO ₂ e)	
		b) Scope 2 GHG emissions (kg CO ₂ e)	
2. Decarbonization strategy & targets	Do you have a Net Zero target? If yes, please state the year		
	Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?		
	Please state the target for reduction in next financial year	a) Scope 1 GHG emissions/emissions intensity	
		b) Scope 2 GHG emissions/emissions intensity	
Please provide information on a few decarbonization initiatives undertaken (describe the initiatives and their respective impact)			
3. Waste & Water Mgt.	Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?		
	Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?		
4. Disclosures	Are your current emissions verified? If yes, please name the assuring body		
	Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology		
	Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating		

Suppliers and vendors may refer to the explanatory note below for any questions or clarifications pertaining to any of the questions above.

Explantatory Note-ESG Questionnaire for Suppliers & Vendors

1 Emissions Reporting

What are Greenhouse Gas (GHG) Emissions?

Greenhouse gas (GHG) emissions refer to gases that trap heat in the Earth's atmosphere, contributing to global warming and climate change. These include carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O), among others. GHG emissions are generated from various sources, such as burning fossil fuels, industrial activities, and deforestation.

What are Scope 1 and Scope 2 Emissions?

- **Scope 1 Emissions:** Direct emissions from sources owned or controlled by your company (e.g., fuel combustion in company-owned vehicles, boilers, and generators).
- **Scope 2 Emissions:** Indirect emissions from purchased electricity, steam, heating, and cooling consumed by your company. These emissions occur at the power generation source but are attributed to your business due to electricity consumption.

How to Calculate GHG Emissions?

Emissions are typically calculated using the following formula:

GHG Emissions (kg CO₂e) = Consumption data × Emission Factor

- **Consumption Data:** Fuel consumption (liters), electricity use (kWh), etc.
- **Emission Factor:** Standard values published by organizations like the IPCC

Examples:

1. Fuel Consumption-Based Calculation (Scope 1):

- If you use 1,000 liters of diesel in company vehicles, and the emission factor for diesel is 2.68 kg CO₂e per liter, your emissions are:
 $1,000 \times 2.68 = 2,680 \text{ kg CO}_2\text{e}$

2. Electricity Consumption-Based Calculation (Scope 2):

- If your facility consumes 5,000 kWh of electricity, and the emission factor for your electricity provider is 0.4 kg CO₂e per kWh, your emissions are:
 $5,000 \times 0.4 = 2,000 \text{ kg CO}_2\text{e}$

Sample Responses:

Question	Sample Response
What was the GHG emission for FY24?	a) Scope 1: 10,500 kg CO ₂ e
	b) Scope 2: 8,200 kg CO ₂ e
What was the GHG emission per unit revenue for FY24?	a) Scope 1: 2.5 kg CO ₂ e per INR 1,000 revenue
	b) Scope 2: 1.8 kg CO ₂ e per INR 1,000 revenue

2 Decarbonization Strategy & Targets

Net Zero and Emission Reduction Targets

- **Net Zero Target:** A Net Zero target refers to a commitment to reducing emissions to as close to zero as possible, with residual emissions offset by carbon capture or other means. OIL would like to know if your organization has set any targets of becoming net zero, and if so, what is the targeted year.
- **There are 2 types of defining the target:**

Absolute Reduction: A fixed percentage decrease in emissions over a period (e.g., 10% reduction by 2030).

Intensity-Based Reduction: Reduction in emissions per unit of production or revenue (e.g., 15% reduction per product by 2025).

Sample Responses:

Question	Sample Response
Do you have a Net Zero target? If yes, please state the year	Yes, by 2040
Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?	Yes, we aim for an absolute 40% reduction by 2030, and 100% by 2040
Please state the target for reduction in FY24.	a) Scope 1: 10% absolute reduction
	b) Scope 2: 10% absolute reduction
Please provide information on a few initiatives undertaken (describe the initiatives)	Afforestation EV inclusion Electrification of gas-based equipment Renewable energy setup
How much of the reduction targets have been achieved till date? (eg: more than 80% achieved, less than 20% etc)	~5 % reduction has been achieved

3. Waste & Water Management

Waste Management Initiatives

In order to answer the question regarding waste management initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Recycling and reusing materials
- Proper disposal of hazardous waste
- Reducing landfill waste through composting or waste-to-energy programs

Water Conservation Initiatives

Similar to the waste management initiatives, in order to answer the question regarding water conservation initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Monitoring water consumption with meters
- Installing water-efficient fixtures
- Treating wastewater before discharge

Sample Responses:

Question	Sample Response
Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?	Yes, we recycle 60% of our production waste and have SOPs in place for proper dispose of hazardous materials.
Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?	Yes, we have meters to monitor water withdrawals and have a wastewater treatment process.

4. Disclosures

Verification & Validation of Emissions Data

- **Current emissions verification:** There are certain third-party agencies that verify an organization's emissions. These organizations provide independent assessments to ensure transparency and accuracy in emissions reporting. Verification by such agencies enhances credibility and aligns businesses with best sustainability practices. In case your organization's current emissions are validated by such a third-party agency, please specify the name of such an agency.
- **Emissions target validation:** If you have a target of reducing your carbon footprint, certain organizations validate the roadmap of achieving a lower carbon footprint. In case you have prepared a roadmap and submitted it to SBTi or Transition Pathways Initiatives, and have received certificates that have validated the targets, please specify the agency that has validated your targets.
- **ESG Ratings:** Certain agencies assess organizations based on their disclosures, monitoring capabilities, and control measures, among other factors. Some of these agencies, such as CDP and S&P, are globally recognized for their ratings. If your organization has received a rating from any of these agencies, please specify the agency's name and your assigned rating.

Sample Responses:

Question	Sample Response
Are your current emissions verified? If yes, please name the assuring body	Yes, verified by XYZ agency
Are your emissions targets validated (eg: SBTi)? If yes, please name the methodology	Yes, validated by SBTi.
Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating	Yes, CDP rating: D.

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CEG2068P27**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure (Bidder/JV/Subsidiary)	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	Whether Bid Security Declaration submitted	
7.	Confirm to Submit Performance Security as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (150) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of Contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices is Indian Rupees.	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the Contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	

16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19	Confirm submission of documents towards Local content of offered services. Certificate of Incorporation / Registration in India, Self declaration & CA certificate as per PP-LC notification to be submitted.	
20	Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: PP-MII or MSE?	
21	Confirm whether Udyam Registration Certificate has been submitted, in case availing MSE benefit.	
22	Confirm whether the bid documents required towards compliance of Bid Evaluation Criteria have been verified & certified by Independent TPI agencies as mentioned in PQC/BEC of the tender document	
23	Confirm that you have submitted all documents as mentioned in the Tender	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered overriding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

TECHNICAL EVALUATION SHEET FOR BEC

Bidder's Name: _____

Clause No. of PQC/BEC, Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
	Yes	No	
<p>1.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS:</p> <p>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.</p>			
<p>1.1 GENERAL CONFORMITY:</p> <p>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</p>			

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 minimum 375 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	<p>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:</p> <ul style="list-style-type: none"> (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. 			

<p>(v) Documents confirming to ongoing contract having satisfactory completion of minimum flying hours as per the above clauses 2.2 and 2.3.</p>			
<p>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:</p>			
<p>3.1 Eligibility & Experience criteria for Indian Joint Venture bidder:</p> <p>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:</p> <p>(i) The Joint Venture Company by itself should meet the experience criteria</p> <p style="text-align: center;">(Or)</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>			

<p>Further, all bids from parties with technical support from the same Principal shall be rejected.</p> <p>(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.</p> <p>(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.</p>			
<p>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:</p> <p>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.</p>			

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.

<p>(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.</p> <p>Note: In case Supporting Company fails to submit Bank Guarantee as per (iii) above, bid security submitted by the bidder shall be forfeited.</p>			
<p>3.3 Eligibility Criteria in case bids are submitted on the basis of Technical Experience of the Parent / Subsidiary Company:</p> <p>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.</p> <p>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:</p> <p>(i) An Agreement (as per format enclosed as Annexure-II) between the (bidder and supporting company)</p> <p>(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.</p>			

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

<p>Note: In case of Clauses 3.3 & 3.4 above, bidders shall submit the following additional documents:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>			
<p>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.</p>			
<p>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</p>			

<p>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.</p>			
<p>6.0 Maintenance Facility:</p> <p>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 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.</p> <p style="text-align: center;">OR</p> <p>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.</p>			
<p>7.0 Title / Ownership:</p> <p>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</p>			

<p>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:</p> <p>a) It is applicable for the tender under reference.</p> <p>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.</p>			
<p>8.0 Identification of Helicopters:</p> <p>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.</p> <p>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.</p> <p>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.</p>			

<p>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._____.</p> <p>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.</p> <p>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.</p> <p>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."</p>			
<p>9.0 Substitution:</p> <p>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</p>			

<p>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.</p>			
<p>10.0Others:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>d) Helicopter Operator to have a program in place to ensure all components are within life or changed accordingly when required.</p>			
<p>11.0Bidder must confirm in their unpriced techno-commercial bid the following:</p>			

<p>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.</p> <p>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.</p> <p>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.</p> <p>c) The helicopters shall be fitted with fully automatic water-activated flotation gear and shall be suitable for offshore/maritime operations.</p> <p>d) Foreign pilots and engineers required to operate and maintain the helicopter, shall undergo the necessary security clearances as per DGCA regulations.</p> <p>e) Indian regulations relating to operations and maintenance of the helicopter stipulated for leased aircraft operations shall be complied with by the helicopter operator.</p> <p>f) Foreign operator(s) shall continue to hold a valid operating permit from their parent country.</p> <p>g) Violations of Indian safety and operating regulations shall be subject to action by DGCA, India.</p>			
<p>12.0 Bidder must furnish the following certificates along with the unpriced Techno-commercial bid from Regulatory authorities.</p> <p>a) Current/revalidated copy of the Airworthiness Certificate of the helicopters offered issued by DGCA.</p>			

<p>b) Current/valid Registration Certificate of all the helicopters offered.</p> <p>c) Copy of valid air operators/air carriers license for helicopter operations and maintenance.</p> <p>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”.</p>							
<p>13.0 Mobilization Period:</p> <p>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.</p> <table border="1" data-bbox="373 683 1224 836"> <thead> <tr> <th data-bbox="373 683 657 760">No of Helicopters</th> <th data-bbox="657 683 1224 760">Mobilization Period</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 760 657 836">01 No.</td> <td data-bbox="657 760 1224 836">90 days from the date of the issue of Mobilization notice</td> </tr> </tbody> </table>	No of Helicopters	Mobilization Period	01 No.	90 days from the date of the issue of Mobilization notice			
No of Helicopters	Mobilization Period						
01 No.	90 days from the date of the issue of Mobilization notice						
<p>14.0 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.</p>							
<p>B. FINANCIAL EVALUATION CRITERIA:</p>							
<p>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 37.25 Crores or 3.92 Million USD (1 USD = INR 95.24 as on 01.06.2026).</p>							
<p>2.0 The Net worth of the bidder must be Positive for the financial / accounting year preceding the original bid closing date.</p>							

<p>Note:</p> <p>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).</p> <p>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".</p>			
<p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p>			

<ul style="list-style-type: none"> 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 			
<p>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:</p> <ul style="list-style-type: none"> 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. 			

<p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
<p>5.0 Notes to BEC Clause B, 1.0 & 2.0 above:</p> <p>a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>i. Audited Balance Sheet along with Profit & Loss account.</p> <p style="text-align: center;">OR</p> <p>ii. A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in PROFORMA-H.</p> <p>Note:</p> <p>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.</p> <p>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.</p>			
<p>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</p>			

<p>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.</p>			
<p>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.</p>			
<p>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.</p>			
<p>C. COMMERCIAL EVALUATION CRITERIA:</p>			
<p>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 Priced Bid as per Proforma-B uploaded in the "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</p>			
<p>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</p>			

<p>and rejected. No discount whatsoever should be quoted separately. Rates / prices quoted must be net of all discount.</p>			
<p>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.</p> <p>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.</p>			
<p>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.</p>			
<p>6.0 Bids submitted after the Bid Closing Date and Time will be rejected.</p>			

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.			
<p>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.</p> <ul style="list-style-type: none"> 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 			

<ul style="list-style-type: none"> 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. 			
<p>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.</p>			
<p>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.</p>			
<p>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</p>			

<p>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.</p>			
<p>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.</p>			
<p>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.</p>			
<p>D. PRICE EVALUATION CRITERIA:</p> <p>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:</p>			
<p>1.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section-IV and the summarized Price Bid Format vide enclosed PROFORMA-B/Price Bidding Format.</p>			
<p>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.</p>			
<p>3.0 Priced Bids shall be evaluated taking into account the Price quoted as per Proforma-B/ Price Bidding Format including quoted GST.</p>			

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 " Price Bid Format (i.e. in 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.			
<p>13.0 Priced Bid Evaluation</p> <p>Price Evaluation of all the technically qualified bids will be done on the basis of rates quoted by the bidder as per PROFORMA-B. However, bidders must comply with the limits indicated against each of the following rates:</p> <p>The bidder's price shall be worked out as under:</p> <ul style="list-style-type: none"> • Fixed Monthly Charge (FMC) • Flying Hourly Charges (FHC) • Mobilization Charge (M) • Demobilization Charge (DM) <p>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), $T = [M + DM + FMC + FHC]$</p> <p>NOTES:</p> <p>(a) The items M, DM, FMC, FHC & Ferry are as defined in Schedule of Rates.</p> <p>(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.</p> <p>(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.</p> <p>(d) Force Majeure Rate shall not be considered for price bid evaluation.</p>			

<p>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.</p>			
<p>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 Demobilization 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.</p>			
<p>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).</p>			
<p>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.</p>			
<p>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.</p>			

<p>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.</p>			
<p>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.</p> <p>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.</p>			
<p>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.</p>			
<p>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.</p>			
<p>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</p>			

<p>(Supplier / Manufacturer / Contractor) in a particular tender, then offers of such foreign bidders (Suppliers / Manufacturers / Contractors) shall be rejected in that tender.</p>			
<p>F. Customs Duty:</p> <p>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.</p> <p>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</p>			

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:

<p>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.</p> <p>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.</p>			
<p>G. Purchase Preference Clause:</p> <p>1.0 MSE Policy: (Traders are excluded from the purview of this policy):</p> <p>Purchase Preference to Micro and Small Enterprises is applicable for this tender.</p> <p>(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.</p>			

(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.

I. 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.

<p>II. 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.</p> <p>III. 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.</p> <p>IV. 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.</p>			
<p>2.0 MII Policy:</p> <p>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)</p>			

<p>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.</p> <p>Bidder(s) must categorically specify the percentage of local content in their bid and in this regard, undertakings as per Proforma-O and Proforma-O-1 are to be submitted alongwith their technical offer.</p>			
<p>H. Award of Contract:</p> <p>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.</p>			
<p>I. GENERAL NOTES:</p> <p>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.</p> <p>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</p>			

<p>of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>			
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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. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
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. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@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 Lloyd Industrial Services (I) Pvt. 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				
<p>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.</p> <p>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.</p> <p>1.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:</p>						

<p>(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.</p> <p>(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.</p> <p>(c) Verification/Certification of documents are normally categorized as under:</p> <p>i General Requirement:</p> <ul style="list-style-type: none"> • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check Bidder's Certificate of Incorporation • Power of Attorney <p>ii Additional Documents: (If applicable against the tender)</p> <ul style="list-style-type: none"> • Bidders general structure and organization • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners 			
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- 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.

Notes:

- (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) **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.**

<p>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.</p>			
<p>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.</p>			
<p>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.</p>			
<p>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).</p>			

****END OF BEC Checklist****