

CORRIGENDUM NO. 2 DATED 18.06.2026

to

BID NO. GEM/2026/B/7595375 DATED: 28.05.2026

for

Hiring of agency for charter hire of helicopter services to support Drilling Operations in Andaman Offshore Blocks on the East Coast of Indian waters for a period of 01 (One) year extendable by another maximum 06 (Six) months at the same rates, terms and conditions.

This Corrigendum is issued to notify the following changes:

1.0 The following documents has been uploaded in the “*Buyer uploaded ATC document*” Tab in GeM-portal as replacements of the existing:

- i. **REVISED SCOPE OF WORK (SOW).**
- ii. **REVISED ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)**

Note:

- i) Bidders are advised to go through the revised documents listed above and submit their bids accordingly.
- ii) A detail Summary of changes incorporated in the above document is tabulated in **Annexure-A**.

All other terms and conditions of the Bid Document remain unchanged.

SD/-

**A. DAIMARI
MANAGER- C&P**

AMENDMENTS:

Tender no: GEM/2026/B/7595375 for Hiring of agency for charter hire of Helicopter Services to support Drilling Operations in Andaman Offshore Blocks on the East Coast of Indian Waters for a period of 01(One) year extendable by another maximum 06(six) months

SL NO	Clause No	Original Clause	Amendment Clause								
1	TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK 5.16 (vii)	5.16 (vii) Life rafts, ELT, survival kits	5.16 (vii) External or Internal Life rafts, ELT, survival kits								
2	TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK 8. Technical Specifications of offered Helicopters	<table><tr><th colspan="2">Bidder's Specifications</th></tr><tr><td>External Twin Life raft</td><td></td></tr></table>	Bidder's Specifications		External Twin Life raft		<table><tr><th colspan="2">Bidder's Specifications</th></tr><tr><td>External or Internal Twin Life raft</td><td></td></tr></table>	Bidder's Specifications		External or Internal Twin Life raft	
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3	ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) 9.3	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	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 and back at the end of the work at their own expense. Arrangement of Permits and payment of Entry								

ANNEXURE-A

		Permits and payment of Entry Tax, if any, for bringing Contractor's equipment / materials / consumables to Company's Heli Base at Sri Vijaya Puram / Visakhapatnam shall be Contractor's responsibility and at their cost.	Tax, if any, for bringing Contractor's equipment / materials / consumables to Company's Heli Base at Sri Vijaya Puram shall be Contractor's responsibility and at their cost.
4	ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC) 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.	11.1 The downtime permissible for scheduled and unscheduled maintenance (where stipulated by the Contractor as a technical requirement and accepted by the Company) and payable by the Company pro-rata as per Fixed Monthly Charges (FMC) shall be 04 (four) days per month per helicopter and to which Contractor shall be entitled during the month. The Contractor shall be allowed to accumulate maximum up to 08 days of downtime period anytime during the tenure of the contract. If AOG (Aircraft on Ground) days in respect of the helicopter exceed the Free Downtime days available in any month, then charges (FMC) will be made on a pro-rata basis for days the helicopter is available during the month. In case the AOG period of the helicopter exceeds more than (04) four days on any three months consecutively during the tenure of the Contract, the Contractor shall replace the faulty helicopter within 30 calendar days with another of the same specification as per the Contract. All costs associated with this process shall be fully borne by the Contractor.
5	ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)	11.6 Notwithstanding anything stated here above, the following time gap between the two sorties shall be allowed for the Contractor to	11.6 Notwithstanding anything stated here above, the following time gap between the two sorties shall be allowed for the Contractor to

	11.0 DOWNTIME CLAUSE:	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.	carry out their running repairs and maintenance of helicopters: a) 90 minutes , in cases where the helicopter has flown from the base and returns to the base to undertake another sortie during the same day.
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PART-3

SECTION-II

REVISED

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.

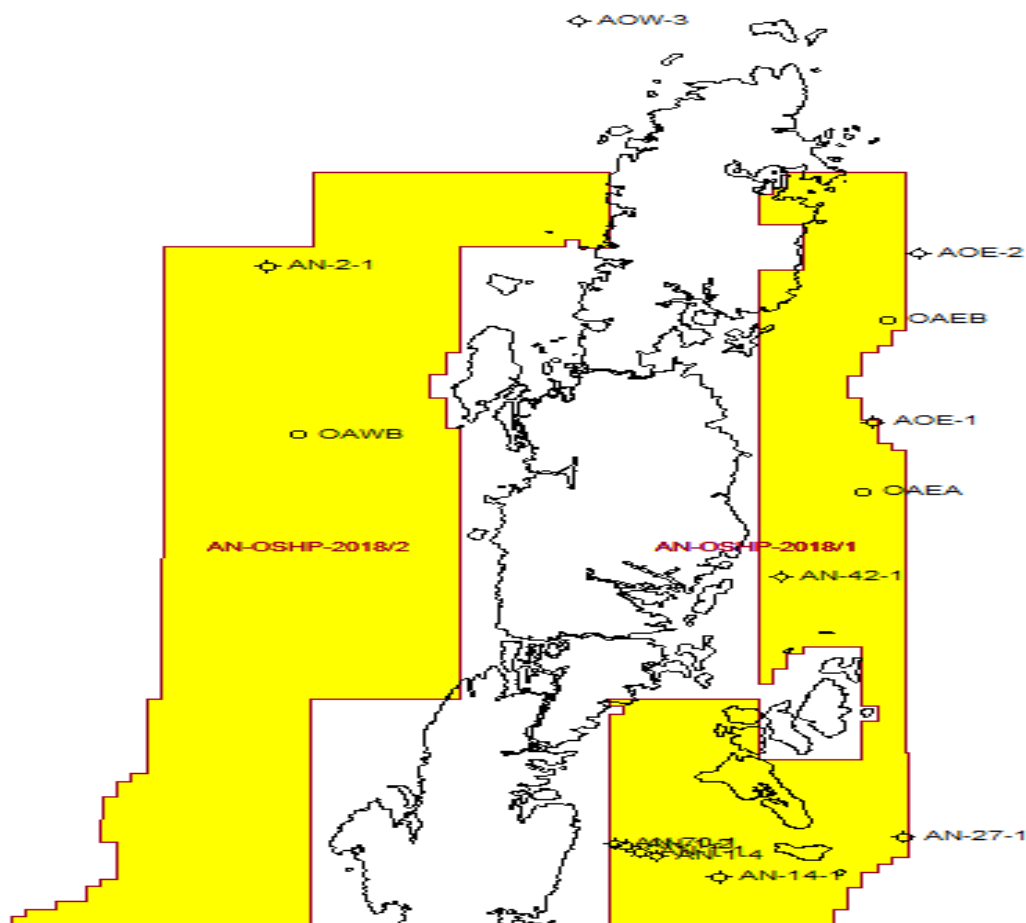
OIL is the sole operator in all the above Blocks with 100% Participating Interest.

1.2 In connection with its offshore exploratory drilling activities, OIL now intends to hire **“AIR LOGISTICS (HELICOPTER) SERVICES”** for the transportation of crew and material from/to Heli base located at Sri Vijaya Puram airport to the offshore Drilling Unit to support operations primarily in 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:

ANDAMAN OFFSHORE BLOCKS

Offshore blocks AN-OSHP-2018/1 and AN-OSHP-2018/2 in Andaman Offshore under OALP-II are mapped below where Drilling Unit is already deployed and operations in progress.



Map of Block AN-OSHP-2018/1 and AN-OSHP-2018/2 in Andaman Offshore

Drilling Unit Deployment	One Drilling Unit already deployed. Another Drilling Unit expected to be deployed by 3 rd quarter of 2026-27
No. of Helicopters required	01 (one) number
Likely requirement of Helicopter Services	By 01.12.2026
Expected duration of deployment of Helicopters	1 (one) year for crew change helicopter
Logistical Support/ Heli Bases	Helicopter services will be operated from Sri Vijaya Puram (Port Blair) airport.

3.0 Scope of Work / Requirement of Helicopters:

One helicopter for crew change to and from Drilling Unit operating in offshore **Andaman Blocks** in the East Coast of India

Duration: 1 year

Tentative requirement from 01.12.2026

Heli Base: **Sri Vijaya Puram**

Helicopter Type /Requirement - Maximum AUW up to 7000 kgs (Minimum 11-Seater + 2 seats for pilots) to cover minimum 200 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 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 offered helicopter. An extra one set of pilots shall be mobilized to the Port Blair 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 11 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 Helicopter(s) must be capable of airlifting passengers to an offshore location at a one-way distance of 100 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 Helicopter(s) offered must also be capable of airlifting passengers to and from an offshore location at a one-way distance of 100 nautical miles (minimum) from Company's designated Heli Base without refuelling. The total minimum distance to be covered without refuelling is $100 \times 2 = 200$ 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) External or Internal 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 9.3 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 Calendar 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 11 (Eleven) 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 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 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 Port Blair 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)	01.12.2026
Duration	1 year
Capacity (including 2 pilots)	Min 13-seater to cover minimum 200NM
Max. Take Off weight	Up to 7000 kg
Heli Base	Port Blair

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 or Internal 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-II

**REVISED
ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)**

Additional Terms and Conditions of Contract (ATC) shall be read in conjunction with the Special Terms and Conditions (STC) and General Terms and Conditions (GTC) of GeM, Scope of work/Terms of reference, drawings and other documents forming part of this tender wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.

The Terms and Conditions stipulated in STC will supersede those in GTC of GeM and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

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 in GeM Portal, 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 Sri Vijaya Puram (Port Blair)/ Visakhapatnam/ Bhubaneswar 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 in GeM Portal 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)/ issuance of Contract in GeM Portal. 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 Sri Vijaya Puram 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 **one (01) year** from the date of commencement of contract with provision for extension up to maximum of 06 months or part there-off 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.

Note: The successful Bidder is required to make timely payment of annual milestone charge as per Transaction Fee Slab (verified to be approx. 0.5% of Contract Value) as per the revenue policy of the GeM in respect of acceptance of GeM Contract and are also required to make necessary arrangement of uploading of SFMS copy of PBG (to be furnished by successful Bidder as per tender terms and conditions) in GeM Portal so that the GeM Contract can be released in GeM Portal. Successful Bidder is also required to make submission of hard copy of original PBG to OIL's Office at KGB & MPB Project, Kakinada.

3.0 DELIVERY OF HELICOPTERS:

3.1 The Contractor shall mobilize the helicopter at Sri Vijaya Puram (Port Blair) Heli Base, 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/ issuance of Contract in GeM Portal 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.

In the event the contractor fails to establish maintenance facility within the stipulated mobilization period, OIL shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5% of total contract value, for each month of delay or part thereof.

7.0 REQUIREMENT OF SERVICES

7.1 The helicopters hired for supporting Company's offshore operations in Andaman Offshore Blocks will be deployed for Crew Change operating from Vijaya Puram (Port Blair) 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 50 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 Contractor's 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 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 Sri Vijaya Puram 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 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 Sri Vijaya Puram/Visakhapatnam 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 Sri Vijaya Puram/Visakhapatnam 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 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. The Contractor shall be allowed to accumulate maximum up to 08 days of downtime period anytime during the tenure of the contract. If AOG (Aircraft on Ground) days in respect of the helicopter exceed the Free Downtime days available in any month, then charges (FMC) will be made on a pro-rata basis for days the helicopter is available during the month.

In case the AOG period of the helicopter exceeds more than (04) four days on any three months consecutively during the tenure of the Contract, the Contractor shall replace the faulty helicopter within 30 calendar days with another of the same specification as per the Contract. All costs associated with this process shall be fully borne by the Contractor.

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 here above, the following time gap between the two sorties shall be allowed for the Contractor to carry out their running repairs and maintenance of helicopters:

- a) 90 minutes, in cases where the helicopter has flown from the base and returns to the base to undertake another sortie during the same day.

- 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 Sri Vijaya Puram (Port Blair) and 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."

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 144 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 30 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