

**OIL INDIA LIMITED  
KG BASIN PROJECT  
KAKINADA**

**BID CORRIGENDUM-1**

**Bid Number: GEM/2025/B/6858424**

Hiring agency for Charter hire of Helicopter Services to support Drilling Operations in KG/OSDSF/GSKW/2018, AN-OSHP-2018/1 and AN-OSHP-2018/2 Offshore Blocks for a period of 10 (Ten) months, extendable by another max. 05 (Five) months at the same rates, terms and conditions

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

- (i) Terms and conditions, of the Bidding Document shall stand modified to the extent indicated here below under column “Amended Clause” of Annexure- I to BID CORRIGENDUM-1.
- (ii) The mobilization period for deployment of helicopter including establishment of helicopter base facility (heli-base) and Maintenance Facility etc. shall be read as 60 days instead of 90 days elsewhere mentioned in tender documents.
- (iii) Revised Bid Evaluation Criteria (BEC) is enclosed as Annexure- II to BID CORRIGENDUM-1 and Revised Bid Evaluation Matrix is enclosed as Annexure- III to BID CORRIGENDUM-1

Annexures to BEC uploaded with original tender to be referred except for format of Bid Evaluation Matrix which is revised.

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

**Oil India Limited  
KG Basin Project**

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

Sl. No	CLAUSE No.	Page No.	ORIGINAL CLAUSE AS PER TENDER	AMENDED CLAUSE
<b>BID EVALUATION CRITERIA (BEC)</b>				
1	BID EVALUATION CRITERIA  A. TECHNICAL EVALUATION CRITERIA:  Clause No: 6.0 Maintenance Facility:	Page 5 of 19	The Bidder should have requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. Documentary evidence to this effect must be submitted along with the technical bid. In case the bidder presently does not have such facility, the bidder must confirm that they would create the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 prior to commencement of flying operations upon placement of LOA by Oil India Limited (OIL) but not later than 90 days of placement of Mobilization Notice i.e. within the allowed mobilization time. In case the Bidder fails to establish such a facility within the stipulated time frame, OIL shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 (half) % of total contract value, for each month of delay or part thereof. OR The Bidder should submit MOU/Agreement concluded by the Bidder with any other firm having requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. The MOU/Agreement should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this tender and shall be binding on them for the entire Contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this Contract will be with the Bidder.	The Bidder should have requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. Documentary evidence to this effect must be submitted along with the technical bid. In case the bidder presently does not have such facility, the bidder must confirm that they would create the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 prior to commencement of flying operations upon placement of LOA by Oil India Limited (OIL) but not later than <b>60 days</b> of placement of Mobilization Notice i.e. within the allowed mobilization time. In case the Bidder fails to establish such a facility within the stipulated time frame, OIL shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 (half) % of total contract value, for each month of delay or part thereof. OR The Bidder should submit MOU/Agreement concluded by the Bidder with any other firm having requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. The MOU/Agreement should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this tender and shall be binding on them for the entire Contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this Contract will be with the Bidder.

2	BID EVALUATION CRITERIA  A. TECHNICAL EVALUATION CRITERIA:  Clause No: 13.0	Page 8 of 19	Bidders are required to confirm that they will mobilize the helicopter(s) in fully operational condition at Company's Heli base at Rajahmundry for Company's services within 90 days from the date of issue of Mobilization Notice.	Bidders are required to confirm that they will mobilize the helicopter(s) in fully operational condition at Company's Heli base at Rajahmundry for Company's services within <b>60 days</b> from the date of issue of Mobilization Notice.									
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**ADDITIONAL TERMS & CONDITIONS OF CONTRACT**

3	ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)  <b>Clause No. 2.2 MOBILIZATION:</b>	Page 3 of 25	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 commencing of operation as envisaged under the Contract, duly certified by the Company's representative.	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 commencing of operation as envisaged under the Contract, duly certified by the Company's representative.									
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4	ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)  <b>Clause No. 6.0 STATUTORY RULES &amp; REGULATIONS:</b>	Page 6 of 25	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	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 <b>60 days</b> 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 Page 7 of 25									

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**REVISED BID EVALUATION CRITERIA(BEC)****1.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS:**

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

**1.1 GENERAL CONFORMITY:**

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

**1.2 ELIGIBILITY CRITERIA:**

The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) The bidder must provide the specific percentage (%) of local content in their bid, without which the bid is liable for rejection being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded [**Format enclosed as Annexure-A-1**].
- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [**Format enclosed as Annexure-A-2**]
- (d) Bidder to submit a copy of their Certificate of Incorporation / Registration in India.

**A. TECHNICAL EVALUATION CRITERIA:**

**1.0** The requirement for helicopters are as under:

Type of Helicopter	Quantity	Remarks
Helicopter with maximum AUW (All Up Weight) not to exceed 7000kg (minimum 13-seating capacity – 11 passengers + 02 pilots)	01 Firm	Bidder to quote for the 01 (one) firm helicopter.

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

**Notes:**

- (i) The helicopters offered should strictly conform to the specifications and also to the DGCA norms in toto. Company and / or its nominated agency may carry out periodic inspections of helicopters to ascertain whether the machines are being maintained properly as per norms. This inspection would be in addition to the mandatory DGCA inspection certification.
- (ii) Bidders to note that in case of any regulation of DGCA being superior to what is specified in the tender, DGCA’s regulation shall prevail.

**2.0 EXPERIENCE OF AIR LOGISTICS SERVICE PROVIDER:**

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

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

2.3 The Bidder should have executed at least one (01) number of Contract of providing helicopter services in offshore for minimum of 700 hours (multi engine) flying experience during last three (03) years, reckoned from the original bid closing date. [Note: Ongoing contracts having satisfactory completion of minimum flying hours as above shall also be considered as executed for evaluation purpose].

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

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

- (i) Satisfactory completion certificate / performance report (OR)
- (ii) Proof of release of Performance Security after completion of the contract (OR)
- (iii) Proof of settlement / release of final payment against the contract (OR)
- (iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts as cited above.
- (v) Documents confirming to ongoing contract having satisfactory completion of minimum flying hours as per the above clauses 2.2 and 2.3.

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

**3.1 Eligibility & Experience criteria for Indian Joint Venture bidder:**

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

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

or

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

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

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

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

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

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

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

(i) An Agreement (**as per format enclosed at Annexure-B-1**) between the bidder and the supporting company.

(ii) Guarantee (**as per format enclosed at Annexure-B-2**) by the supporting company to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at **Annexure-B-3**), equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company in case the supported bidding company is the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of performance security amount to be submitted by the bidder and additional performance security amount required to be

submitted by the supporting company subject to the condition that supporting company have more than 50% paid up equity share capital of the bidder either directly or through intermediate subsidiaries, or vice versa.

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

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

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

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

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

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

- i. An Agreement (as per format enclosed as **Annexure-C-1**) between the (bidder and supporting company)
- ii. Guarantee (as per format enclosed as **Annexure- C-2**) from the parent / subsidiary company (supporting company) to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.
- iii. Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall also be invoked by OIL due to non-performance of the contractor.

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

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

- i) Provided that the sister-subsidiary / co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent / holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent / holding company or through any other wholly owned subsidiary company within the ultimate / holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company along with the technical bid.
- ii) Provided that the sister subsidiary / co-subsidiary company on its own meets the experience criteria stipulated in the Clause Nos A.2.1, A.2.2 and A.2.3 above and not through any other arrangement like Technical Collaboration agreement.
- iii) Provided that with a view to ensure commitment and involvement of the sister subsidiary / co-subsidiary company for successful execution of the contract, the participating bidder submits an Agreement, as per format furnished vide **Annexure-D-1**, between their Sister Subsidiary / Co-Subsidiary Company and the

Ultimate Parent / Holding Company of both the bidder and the Sister Subsidiary / Co-Subsidiary, along with the technical bid.

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

a) Undertaking by the subsidiary / parent company to provide a Performance Security (**as per format and instructions enclosed vide Annexure-D-2**), equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the bidding company is the successful bidder.

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

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

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

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

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

#### **6.0 Maintenance Facility:**

The Bidder should have requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. Documentary evidence to this effect must be submitted along with the technical bid. In case the bidder presently does not have such facility, the bidder must confirm that they would create the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 prior to commencement of flying operations upon placement of LOA by Oil India Limited (OIL) but not later than 60 days of placement of Mobilization Notice i.e. within the allowed mobilization time. In case the Bidder fails to establish such a facility within the stipulated time frame, OIL shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 (half) % of total contract value, for each month of delay or part thereof.

OR

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

#### **7.0 Title / Ownership:**

The Air Logistics Service Company/Companies, should own/possess the helicopters. Proof of ownership/possession of title evidenced (valid back-to-back lease arrangement with registered owner) by a currently valid registration certificate of the helicopters offered shall be enclosed along with the technical bid. In case the Bidder is not the owner, a copy of the agreement with the registered owner of the helicopter(s)

offered duly endorsed by a notary confirming that the said helicopter(s) shall be placed on lease, at the disposal of the Bidder for operation/maintenance of the subject helicopter(s) for the intended contract period including extensions, if any, giving OIL's tender reference shall be enclosed along with the technical bid. The said agreement with the owner of the helicopter(s) shall specify the following:

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

## **8.0 Identification of Helicopters:**

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

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

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

8.4 The MOU/Agreement must clearly indicate that the Helicopter Call Sign/Serial No. \_\_\_\_\_ is not being offered by the owner to anybody else other than \_\_\_\_\_ (name of the bidder) to participate in OIL's tender No. \_\_\_\_\_.

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

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

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

## **9.0 Substitution:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 13.0 Mobilization Period:

Bidders are required to confirm that they will mobilize the helicopter(s) in fully operational condition at Company's Heli base at Rajahmundry for Company's services within 60 days from the date of issue of Mobilization Notice.

Category	No of Helicopters	Mobilization Period
Offshore Support	01 No	60 days from the date of the issue of Mobilization notice

**14.0** The flying requirement of the helicopters that will be used for regular sorties shall be for around 60 hours per month per helicopter for offshore operations. However, actual flying hours may vary as per the operational requirements of the Company. If required, Company may use the helicopters beyond the estimated 60 hours per month per helicopter at the same rates, terms, and conditions.

### B FINANCIAL EVALUATION CRITERIA:

1. Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **INR 17,00,65,100**.
2. Net Worth of the bidder must be **positive** for the financial/accounting year preceding the original bid closing date.

Note:

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

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

**3.** If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet Financial Criteria (BEC Clause Nos. B.1 & B.2 above) by itself, it can submit the bid based on the financial strength of its JV member having more than 26% stake in the JV Company and the following need to be complied/submitted:

- i) Annual Financial Turnover from the operation of the member having more than 26% stake in the JV during any of the preceding 03 (Three) financial / accounting years from the original bid closing date shall be as per BEC Clause B.1 above.
- ii) Net worth of the member having more than 26% stake in the JV (supporting company) should be positive for the accounting year preceding the original bid closing date as per BEC Clause B.2 above.
- iii) Corporate Guarantee (**Annexure-E**) on the letter head of the member having more than 26% stake in the JV signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them.
- iv) An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till execution of the contract is accomplished.
- v) A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.

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

- i. Annual Turnover from operation of last three accounting years of the parent / ultimate parent / holding company (supporting company) shall be as per BEC Clause B.1 above.

- ii. Net worth of the parent / ultimate parent / holding company (supporting company) shall be positive for the accounting year preceding the original bid closing date as per BEC Clause B.2 above.
- iii. Corporate Guarantee (**Annexure-F**) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them.
- iv. A certificate from the statutory Auditor of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

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

5. Notes to BEC Clause B1 & B2 above:

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

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

OR

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

Note:

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

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

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

c. Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned above in Para B1 & B 2.

### C. COMMERCIAL EVALUATION CRITERIA:

1.0 The bids are to be submitted under **Single-Stage Two-Bid Systems** i.e. Unpriced Techno-Commercial Bid and Price Bid simultaneously to be uploaded in separate designated area/ tab in GeM portal respectively. The Un-priced techno commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.

2.0 The prices / rates offered quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account. A bid submitted with an adjustable price condition

shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates / prices quoted must be net of all discount.

3.0 Bids with shorter validity (i.e., less than **90 days** from the scheduled bid closing date) will be rejected as being non-responsive.

4.0 Bid Security in Original (applicable for physical BG and not for e-BG) shall be furnished as a part of the Technical Bid and shall reach OIL's office at Kakinada (KG Project Office) before bid closing date & time. The original bid security should necessarily be submitted in physical form, in a sealed envelope, prominently super-scribing tender reference and details of bidder.

A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document/NIT of GeM Tender. Bid without proper & valid Bid Security shall be rejected.

Exemption from submission of Bid Security: Bid security exemption allowed as mentioned in GeM General Terms and Conditions.

5.0 Buyer organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed Integrity Pact as per Buyer Organization's Policy along with bid (as per **Annexure-I**). In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

6.0 Bidder to categorically confirm under which policy i.e. MSE or DPIIT-MII, they want to avail the benefit and to submit requisite document / certificate in support to avail this benefit. The bids will be evaluated based on their declaration (as per **Annexure-J**). No benefit will be given if the bid is submitted without any above declaration along with supporting document as per the respective policies. Availing the benefit of Purchase Preference and awarding of eligible tendered quantity after price matching shall be considered based on Bidder's declaration of availing of MSE or DPIIT- MII policy only.

As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

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

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

9.0 Bids received through the GeM Portal shall only be accepted. Bids received in any other form shall not be accepted.

10.0 Bid documents are non-transferable. Unsolicited bids will not be considered and will be straightway rejected.

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

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

13.0 Any Bid containing false statement will be rejected.

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

15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Schedule of Rates/Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.

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

- (i) Bid Security Clause
- (ii) Bid Validity
- (ii) Performance Guarantee Clause
- (iii) Force Majeure Clause
- (iv) Tax Liabilities Clause
- (v) Arbitration Clause
- (vi) Acceptance of Jurisdiction and Applicable Law
- (vii) Liquidated damage and penalty clause
- (viii) Safety & Labour Law
- (ix) Termination Clause
- (x) Integrity Pact
- (xi) Liability
- (xii) Insurance
- (xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.

17.0 The bidder must neither be bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law. In this regard, the bidder must submit a declaration/undertaking about their financial standing as per ANNEXURE-W of the tender.

18.0 Any bidder who are on Holiday list/Delisted/Blacklisted/Debarred/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of bids, the offers of such bidders shall not be considered and will be straightaway rejected. In this regard, the bidders must submit a declaration as per ANNEXURE-X of the tender.

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

#### **D. PRICE EVALUATION CRITERIA:**

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

1.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates/Price Bid Format" and the summarized price schedule format vide enclosed **Proforma-B**.

1.1 The bidders must upload "Financial Document indicating price break up [Proforma-B]" along with their price response in GeM against the subject tender as per the format as specified in the tender.

1.2 The offers of the bidders shall be evaluated as per GeM provisions.

After opening of the price bids, if it is observed that the sum total as per "Financial Document indicating price break up" submitted by the L1 bidder totals to more than the rates as quoted by the bidder in their offer on GeM portal and the bidder emerges as the L1 bidder as per BEC clause E. PRICED BID EVALUATION, then the contract shall be operated by scaling down all rates as indicated by them in "Financial Document indicating price break up" on proportional basis restricting the total to that quoted by them in GeM.

After opening of the price bids, if it is observed that the sum total as per “Financial Document indicating price break up” submitted by the L1 bidder totals to less than the rates as quoted by the bidder in their offer on GeM portal and the bidder emerges as the L1 bidder as per BEC clause E. PRICED BID EVALUATION, then the contract shall be operated as per rates quoted in “Financial Document indicating price break up”. The bidder shall accept the above corrections and the shall be binding on the bidder.

For L2, L3 bids and so on, the rates as quoted by the bidder in their offer on GeM portal will prevail over rates as per “Financial Document indicating price break up” and no correction will be applicable.

1.3 Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format. The Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their subcontractor’s personnel, arising out of this contract. The bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract. In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.

1.4 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of quantity for various line items are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual quantity.

1.5 Service is not splittable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to the L-1 bidder only.

#### **6.0 Priced Bid Evaluation:**

Price Evaluation of all the technically qualified bids will be done on the basis of rates quoted by the bidder as per **PROFORMA-B** ("Schedule of Rates" and the prescribed Price bid format). However, bidders must comply with the limits indicated against each of the following rates:

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

- Fixed Monthly Charge for the Firm Helicopter-1 (FMC1)
- Flying Hourly Charges for the Firm Helicopter-2 (FHC1)
- Mobilization Charge to Rajahmundry Heli Base for the Firm Helicopter-1 (M1)
- Demobilization Charge from Port Blair Heli Base for the Firm Helicopter-1 (DM1)
- Ferry Charges of the Helicopter from Rajahmundry to Port Blair Heli Base (Ferry)
  
- TOTAL ESTIMATED CONTRACT COST FOR THE AIR LOGISTICS SERVICES AND MANPOWER ETC. INCLUDING GST AND ALL OTHER TAXES & DUTIES (EXCEPTING BASIC CUSTOMS DUTY ON ELIGIBLE IMPORTED ITEMS),

$$T = [M1 + DM1 + FMC1 + FHC1 + FERRY]$$

NOTES:

- (a) The items M1, DM1, FMC1, FHC1, FERRY are as defined in Schedule of Rates.
- (b) Bidder to quote for all 3 helicopters. Bid evaluation will be carried out based on the sum of the total price quoted including GST. However, payment will be made against the actual job done.
- (c) Mobilization of the Air Logistics (Helicopter) Services should be to Company’s Heli base, i.e. 1 Helicopter (for regular sorties) at Rajahmundry Heli base.
- (d) Force Majeure Rate shall not be considered for price bid evaluation.

6.1 To ascertain the inter-se-ranking, Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as

extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

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

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

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

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

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

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

6.7 Total Mobilization charges quoted by the bidder for all 3 helicopters shall not exceed 7.5% of the total quoted value for all 3 helicopters. However, mobilization charges if quoted in excess of 7.5% of the total quoted value, the excess amount shall be deducted from the mobilization invoice and the same will be paid at the end of the contract.

6.8 Total Demobilization charges quoted by the bidder for all 3 helicopters shall not be less than 0.5% of the total quoted value for all 3 helicopters. If De-mobilization charges is quoted in deficit or less than 0.5% of the total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.

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

## **7.0 CONSIDERATION OF INDIAN AGENT**

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

## 8.0 CUSTOMS DUTY:

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

~~Bidders shall take note of the prevailing customs notifications including the latest amendment vide-gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List 33 therein. Items of their import other than those appearing in List 33 of the said-gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List 33 of Customs Notification No. 02/2022 Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List 33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.~~

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

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per **Proforma-A-1 & Proforma-A-1** 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-2 & Proforma-A-1** submitted by the bidder.

Note:

- a) The customs notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.
- b) The Bidder has to re-export the items / equipment / consumables after completion of the contract in case of imported items / equipment / consumables. The bidder will be fully responsible to pay the customs duty in case the items / equipment / consumables are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing concessional customs duty for import of goods.

## 9.0 PURCHASE PREFERENCE CLAUSE:

### 9.1 MSE Policy:

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

- i. Documentation required to be submitted by MSEs:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:

- Udyam Registration Number with Udyam Registration Certificate

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

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

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

iv. Provisions such as seeking support from another company by way of technical collaboration, submission of JV (incorporated JV only) bid, consortium bid etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. However, in case of submission of bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from JVC (incorporated), in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE unit.

## **9.2 MII Policy:**

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

## **9.3 Award Criteria:**

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

## **10.0 GENERAL NOTES:**

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

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

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

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

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

**10.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL/Company as and when asked for.

#### **11.0 SUBMISSION OF FORGED DOCUMENTS:**

Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, and any subsequent amendment thereto available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/ documents submitted as per **Annexure-L**.

#### **12.0 Verification and Certification of documents by Independent Third-Party Inspection Agencies:**

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

<b>Sl No</b>	<b>Name of Independent Inspection Agency</b>	<b>Contact E-mail ID</b>
i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com

ix.	M/s Gulf Lloyd Industrial Services (I) Pvt. Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

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

12.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by **an Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07**

**(Seven) days from the actual date of bid opening.** No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.

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

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

- (b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

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

- i **General Requirement:**
  - Check Bidder's PAN Card
  - Check Bidder's GST Certificate
  - Check Bidder's Certificate of Incorporation
  - Power of Attorney
- ii **Additional Documents: (If applicable against the tender)**
  - Bidders general structure and organization
  - Joint Ventures Agreements – To cross-check with JV Partners
  - Consortium Agreements – To cross-check with Consortium Partners
  - Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.
- iii **Technical Criteria**
  - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
  - Health, Safety and Environmental Management Policy
- iv **Financial Criteria**
  - Line of credit, if incorporated in the tender.

**Notes:**

- (i) Bidder's self-declared undertakings and documents submitted by Bidders as per proforma (i.e., Formats/Annexures/Appendix) mentioned in tender-document, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency.

If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.

- (ii) Undertaking from TPI Agency as per format (**Proforma-D**) enclosed should be submitted along with the Bid.
- (iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**

**13.0 Compliance of the Competition Act, 2002:**

The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

#### **14.0 MANDATORY SUBMISSION OF CHECKLIST:**

All bidders are required to submit the Checklist on BEC/BRC (Bid Evaluation/Rejection Criteria) and others relevant technical criteria as outlined in the tender documents, along with their bids (Proforma-C).

**Revised Check List for Technical Bid Evaluation Criteria (BEC)**

Clause No.	Description	Bidder's response of the acceptance criteria and submission of required details in the form of Confirmed / Not confirmed / Not applicable	File/Document Name & Page No. where the relevant documents are attached
1.0	<p><b>VITAL CRITERIA FOR ACCEPTANCE OF BIDS:</b></p> <p>The bid shall conform generally to the specifications and terms and conditions given in the Bid Document. Bidders are advised not to take any exception / deviation to the Bid Document. Exceptions / Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / non-conforming bids may not be considered and rejected outright.</p>		
1.1	<p><b>GENERAL CONFORMITY:</b></p> <p>Bids will be rejected in case the equipment and services offered do not conform to the required parameters as stipulated in the technical specifications of this bidding document. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and will not be considered for evaluation.</p>		
1.2	<p><b>ELIGIBILITY CRITERIA:</b></p> <p>The bidder must be incorporated/registered in India and must maintain more than or equal to 20%</p>		

local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The bidder must provide the specific percentage (%) of local content in their bid, without which the bid is liable for rejection being non-compliant.

(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded [**Format enclosed as Appendix A-1**].

(c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [**Format enclosed as Appendix A-2**]

(d) Bidder to submit a copy of their Certificate of Incorporation / Registration in India.

<b>A.</b>	<b>TECHNICAL EVALUATION CRITERIA:</b>								
<b>1.0</b>	<p>The requirement for helicopters are as under:</p> <table border="1" data-bbox="240 241 975 580"> <thead> <tr> <th data-bbox="240 241 544 282">Type of Helicopter</th> <th data-bbox="544 241 751 282">Quantity</th> <th data-bbox="751 241 975 282">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="240 282 544 580">Helicopter with maximum AUW (All Up Weight) not to exceed 7000kg (minimum 13-seating capacity – 11 passengers + 02 pilots)</td> <td data-bbox="544 282 751 580">01 Firm</td> <td data-bbox="751 282 975 580">Bidder to quote for 01 firm helicopter.</td> </tr> </tbody> </table> <p>All Helicopters shall be Twin engine, passenger version, IFR (Instrument Flight Rules) rated.</p> <p><b>Notes:</b></p> <p>(i) The helicopters offered should strictly conform to the specifications and also to the DGCA norms in toto. Company and / or its nominated agency may carry out periodic inspections of helicopters to ascertain whether the machines are being maintained properly as per norms. This inspection would be in addition to the mandatory DGCA inspection certification.</p> <p>(ii) Bidders to note that in case of any regulation of DGCA being superior to what is specified in the tender, DGCA's regulation shall prevail.</p>	Type of Helicopter	Quantity	Remarks	Helicopter with maximum AUW (All Up Weight) not to exceed 7000kg (minimum 13-seating capacity – 11 passengers + 02 pilots)	01 Firm	Bidder to quote for 01 firm helicopter.		
Type of Helicopter	Quantity	Remarks							
Helicopter with maximum AUW (All Up Weight) not to exceed 7000kg (minimum 13-seating capacity – 11 passengers + 02 pilots)	01 Firm	Bidder to quote for 01 firm helicopter.							
<b>2.0</b>	<p><b>EXPERIENCE OF AIR LOGISTICS SERVICE PROVIDER:</b></p> <p>2.1 The Bidder should have Air Logistic support (Helicopter operations) experience for offshore helicopter operations for a minimum period of 3 years with a satisfactory safety record to his credit for a twin engine Cat 'A' certified Helicopter duly equipped for offshore operations for carrying minimum 11 passengers plus two crew members.</p> <p>2.2 The Bidder should have a minimum 3600 hours (multi engine) flying experience in providing helicopter services in offshore during last three (03) years, reckoned from the original bid closing date.</p> <p>2.3 The Bidder should have executed at least one (01) number of Contract of providing helicopter services in offshore for minimum of 700 hours (multi engine) flying experience during last three</p>								

	<p>(03) years, reckoned from the original bid closing date. [Note: Ongoing contracts having satisfactory completion of minimum flying hours as above shall also be considered as executed for evaluation purpose].</p> <p>2.4 The bidder's experience in ongoing contract involving multiple services (with no inter-dependence) shall also be considered in meeting the experience under 2.1 and 2.2 above, subject to condition that the relevant service has been satisfactorily completed.</p> <p>2.5 To substantiate the experience under the Clauses 2.1, 2.2 and 2.3 above, the Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts / satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective Contract number and types of services) such as:</p> <p>(i) Satisfactory completion certificate / performance report (OR)</p> <p>(ii) Proof of release of Performance Security after completion of the contract (OR)</p> <p>(iii) Proof of settlement / release of final payment against the contract (OR)</p> <p>(iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts as cited above.</p> <p>(v) Documents confirming to ongoing contract having satisfactory completion of minimum flying hours as per the above clauses 2.2 and 2.3.</p>		
<p><b>3.0</b></p>	<p>Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.2.1, A.2.2 and A.2.3 above, can also quote under the categories listed below:</p>		
<p><b>3.1</b></p>	<p><b>Eligibility &amp; Experience criteria for Indian Joint Venture bidder:</b></p> <p>In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in Clause Nos A.2.1, A.2.2 and A.2.3 above should be met as under:</p> <p>(i) The Joint Venture Company by itself should meet the experience criteria</p>		

	<p>or</p> <p>(ii) The Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting company of the JV Partner or subsidiary / co-subsidiary / sister subsidiary / parent / holding / affiliating / associate company or through any other arrangement like technical collaborator for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.</p> <p>(iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno-commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract.</p> <p>(iv) Members of the JV are not allowed to quote separately / independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p>		
<p><b>3.2</b></p>	<p><b>Eligibility criteria in case bid is submitted based on technical experience of another company (supporting company) which holds more than 50% (fifty percent) of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries, or vice versa:</b></p> <p>Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC Clause Nos A.2.1, A.2.2 and A.2.3 above and are quoting based on the experience of another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company either directly or through intermediate subsidiaries, or vice versa.</p> <p>However, the supporting company should on its own meet the technical experience as stipulated in</p>		

the BEC Clause Nos A.2.1, A.2.2 and A.2.3 above and should not rely on any other company or through any other arrangement like technical collaboration agreement.

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

(i) An Agreement (**as per format enclosed at Annexure-B-1**) between the bidder and the supporting company.

(ii) Guarantee (**as per format enclosed at Annexure-B-2**) by the supporting company to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at **Annexure-B-3**), equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company in case the supported bidding company is the successful bidder.

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

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

(iv) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor,

	<p>the performance security provided by supporting company shall also be invoked by OIL INDIA LIMITED due to non-performance of the contractor.</p> <p><b>Note:</b> In case Supporting Company fails to submit Bank Guarantee as per (iii) above, bid security submitted by the bidder shall be forfeited.</p>		
<p><b>3.3</b></p>	<p><b>Eligibility Criteria in case bids are submitted on the basis of Technical Experience of the Parent / Subsidiary Company:</b></p> <p>Offers of those Primary bidder who themselves do not meet the experience criteria as stipulated in Clause Nos A.2.1, A.2.2 and A.2.3 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company]. However, the parent / subsidiary company of the bidder should on its own meet the experience as stipulated under Clause Nos A.2.1, A.2.2 and A.2.3 above and should not rely for meeting the experience criteria on its sister subsidiary / co-subsidiary company or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.</p> <p>In case of Primary bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent / subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose the following with the techno-commercial bid:</p> <ol style="list-style-type: none"> <li>i. An Agreement (<b>as per format enclosed as Annexure-C-1</b>) between the (bidder and supporting company)</li> <li>ii. Guarantee (<b>as per format enclosed as Annexure- C-2</b>) from the parent / subsidiary company (supporting company) to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.</li> <li>iii. Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting</li> </ol>		

	<p>company shall also be invoked by OIL due to non-performance of the contractor.</p>		
<p><b>3.4</b></p>	<p><b>Eligibility Criteria in case bid is submitted on the basis of Technical Experience of Sister-Subsidiary / Co-Subsidiary Company:</b></p> <p>Offers of those primary bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.2.1, A.2.2 and A.2.3 above can also be considered based on the experience criteria of their sister-subsidiary / co-subsidiary company within the ultimate parent / holding company subject to meeting of the following conditions:</p> <p>i) Provided that the sister-subsidiary / co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent / holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent / holding company or through any other wholly owned subsidiary company within the ultimate / holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company along with the technical bid.</p> <p>ii) Provided that the sister subsidiary / co-subsidiary company on its own meets the experience criteria stipulated in the Clause Nos A.2.1, A.2.2 and A.2.3 above and not through any other arrangement like Technical Collaboration agreement.</p> <p>iii) Provided that with a view to ensure commitment and involvement of the sister subsidiary / co-subsidiary company for successful execution of the contract, the participating bidder submits an Agreement, as per format furnished vide <b>Annexure-D-1</b>, between their Sister Subsidiary / Co-Subsidiary Company and the Ultimate Parent / Holding Company of both the bidder and the Sister Subsidiary / Co-Subsidiary, along with the technical bid.</p> <p><b>Note:</b> In case of Clauses 3.3 &amp; 3.4 above, bidders shall submit the following additional documents:</p> <p>a) Undertaking by the subsidiary / parent company to provide a Performance Security (<b>as per format and instructions enclosed vide</b></p>		

	<p><b>Annexure-D-2)</b>, equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the bidding company is the successful bidder.</p> <p><b>Note to (a):</b> In case subsidiary / parent company fails to submit Performance Bank Guarantee as per (a) above, Bid Security submitted by the bidder shall be forfeited.</p> <p>b) In cases where subsidiary / parent companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security to be submitted by the subsidiary / parent / sister company. In such case bidding company shall furnish an undertaking that their subsidiary / parent / sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>c) Undertaking from the subsidiary / parent company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by them shall also be invoked by OIL INDIA LIMITED due to non-performance of the contractor.</p>		
<p><b>4.0</b></p>	<p>Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), on works / jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down under Clause Nos A.2.1, A.2.2 and A.2.3 above.</p>		
<p><b>5.0</b></p>	<p>Indian companies / Joint Venture companies (Incorporated JV): Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA (Secretariat for Industrial Assistance), prior to the date of price bid opening.</p>		

<p><b>6.0</b></p>	<p><b>Maintenance Facility:</b></p> <p>The Bidder should have requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. Documentary evidence to this effect must be submitted along with the technical bid. In case the bidder presently does not have such facility, the bidder must confirm that they would create the requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145 prior to commencement of flying operations upon placement of LOA by Oil India Limited (OIL) but not later than 60 days of placement of Mobilization Notice i.e. within the allowed mobilization time. In case the Bidder fails to establish such a facility within the stipulated time frame, OIL shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 (half) % of total contract value, for each month of delay or part thereof.</p> <p style="text-align: center;">OR</p> <p>The Bidder should submit MOU/Agreement concluded by the Bidder with any other firm having requisite infrastructure facility in India approved by DGCA as per the requirement laid down under CAR 145, for maintenance of the offered helicopters. The MOU/Agreement should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this tender and shall be binding on them for the entire Contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this Contract will be with the Bidder.</p>		
<p><b>7.0</b></p>	<p><b>Title / Ownership:</b></p> <p>The Air Logistics Service Company/Companies should own/possess the helicopters. Proof of ownership/possession of title evidenced (valid back to back lease arrangement with registered owner) by a currently valid registration certificate of the helicopters offered shall be enclosed along with the technical bid. In case the Bidder is not the owner, a copy of the agreement with the registered owner of the helicopter(s) offered duly endorsed by a notary confirming that the said helicopter(s) shall be</p>		

	<p>placed on lease, at the disposal of the Bidder for operation/maintenance of the subject helicopter(s) for the intended contract period including extensions, if any, giving OIL's tender reference shall be enclosed along with the technical bid. The said agreement with the owner of the helicopter(s) shall specify the following:</p> <p>a) It is applicable for the tender under reference.</p> <p>b) An undertaking from the owner that the said Agreement shall be kept valid for the entire period of contract including extensions, if any, (if awarded) to the bidder under this tender.</p>		
<p><b>8.0</b></p>	<p><b>Identification of Helicopters:</b></p> <p>8.1 All the bidders are required to clearly identify the Helicopters with a call sign at the time of submission of the technical bid with documentary proof thereof.</p> <p>8.2 In case the owner of the helicopters himself is the bidder, the certificate confirming the availability of the helicopters for this contract, shall be furnished by the owner himself.</p> <p>8.3 In case of the leased helicopter(s) or proposed purchase of helicopter(s), the bidders are required to submit along with the technical bid, a copy of the Memorandum of Understanding/Agreement of lease/purchase of helicopter(s), concluded with the owner of the helicopter(s), specifically for this tender. This must be duly supported by documentary proof of ownership of the helicopter(s) in the form of a registration certificate of the helicopter(s). The above MOU/agreement must be valid throughout the validity of the bid. The successful bidder shall be required to keep the MOU/Agreement valid for the period of the contract and any extension thereof.</p> <p>8.4 The MOU/Agreement must clearly indicate that the Helicopter Call Sign/Serial No. _____ is not being offered by the owner to anybody else other than _____ (name of the bidder) to participate in OIL's tender No. _____.</p>		

	<p>8.5 In case a bidder proposes to deploy new helicopter(s) under manufacture, then a copy of order acceptance by the manufacturer indicating the delivery schedule, make and serial number allotted to the helicopter(s) is to be enclosed with the technical bid. The delivery date of the helicopter(s) should match the mobilization schedule indicated in the tender.</p> <p>8.6 Bidder may identify more than one helicopter(s) against each of the helicopters offered, giving complete technical details for evaluation along with a copy of the MOU/Agreement for this tender. Bidders will have to mobilize the helicopter(s) out of this identified helicopter(s), which are found acceptable to OIL.</p> <p>8.7 Offers with helicopter(s) identified but with the condition "subject to availability" shall also be considered for techno-commercial evaluation. The bidders, however, have to confirm the availability of the offered helicopter(s) one day prior to the price bid opening. Offered helicopter(s) whose availability is not confirmed by the bidder will not be considered. The date of price bid opening will be intimated to the short-listed bidders along with seeking the confirmation of the availability of helicopter(s) offered on "subject to availability."</p>		
<p><b>9.0</b></p>	<p><b>Substitution:</b></p> <p>Bidders would not be allowed to substitute the HELICOPTER once offered by them in their bid during the period of bid validity. If more than one helicopter is offered by a bidder for each quoted helicopter, all the HELICOPTER would be techno-commercially evaluated. The bidder can mobilize any 01 of the available HELICOPTER found techno-commercially acceptable by OIL but the name of the helicopter to be mobilized by the bidder would have to be furnished by the bidder within 21 days of placement of Letter of Award of Contract (LOA). However, the bidder can substitute the offered HELICOPTER while extending the bid validity, if sought, during tender processing, however, in such cases, the bidder should submit relevant documents for technical evaluation as per the requirement of the tender. The HELICOPTER already offered by one bidder in this tender in their original bid at the time of Technical Bid Opening or thereafter will not be accepted for substitution by</p>		

	<p>other bidders irrespective of the present status of the owner's commitment for the helicopter, during the tendering process.</p>		
<b>10.0</b>	<p>(a) The bidder shall arrange &amp; submit a Non-Scheduled Operator's Permit (NSOP) and a copy of approval from DGCA, India for operation and maintenance of the type of helicopters offered in the bid for offshore operation before the same is mobilized. The bidder will give an undertaking along with the techno-commercial bid that they shall arrange and submit the above-mentioned documents to OIL before mobilization of the helicopters.</p> <p>(b) The bidder shall give an undertaking that while operating in India under this bid, he would follow and abide by the conditions laid down by the Director General of Civil Aviation of India as applicable on the date of commencement of operation for Company and as may be modified from time to time. No deviation from this shall be accepted. Bidders shall keep themselves abreast of the latest DGCA guidelines while submitting their bids.</p> <p>(c) The bidder shall be solely responsible for obtaining at its cost, before commencement of services under the Contract (if awarded to them), all statutory licenses from DGCA or any other Govt. agency for operating the helicopters in India.</p> <p>(d) Helicopter Operator to have a program in place to ensure all components are within life or changed accordingly when required.</p>		
<b>11.0</b>	<p>Bidder must confirm in their unpriced techno-commercial bid the following:</p> <p>a) The pilots to be deployed by the Contractor shall have the experience as per DGCA guidelines. The Contractor shall also provide necessary evidence of their flying experience to the Company.</p> <p>All details of pilots to be deployed shall be submitted to the Company (15) fifteen days prior to the scheduled date of commencement. Bidder shall give an undertaking that they will comply with this requirement.</p> <p>b) A certificate from the authorized agency is to be attached by the bidder to the effect that the</p>		

	<p>offered helicopters are fully IFR equipped and that the IFR equipment is in absolute working order.</p> <p>c) The helicopters shall be fitted with fully automatic water-activated flotation gear and shall be suitable for offshore/maritime operations.</p> <p>d) Foreign pilots and engineers required to operate and maintain the helicopter, shall undergo the necessary security clearances as per DGCA regulations.</p> <p>e) Indian regulations relating to operations and maintenance of the helicopter stipulated for leased aircraft operations shall be complied with by the helicopter operator.</p> <p>f) Foreign operator(s) shall continue to hold a valid operating permit from their parent country.</p> <p>g) Violations of Indian safety and operating regulations shall be subject to action by DGCA, India.</p>		
<p><b>12.0</b></p>	<p>Bidder must furnish the following certificates along with the unpriced Techno-commercial. bid from Regulatory authorities.</p> <p>a) Current/revalidated copy of the Airworthiness Certificate of the helicopters offered issued by DGCA.</p> <p>b) Current/valid Registration Certificate of all the helicopters offered.</p> <p>c) Copy of valid air operators/air carriers license for helicopter operations and maintenance.</p> <p>d) In case helicopters under manufacture have been offered, bidders confirm that they would fulfil the requirements under (a) &amp; (b) above before the commencement of operations. Further, they should fulfil the requirement for new helicopters as mentioned under the clause relating to "Identification of Helicopters".</p>		

<p><b>13.0</b></p>	<p><b>Mobilization Period:</b></p> <p>Bidders are required to confirm that they will mobilize the helicopter(s) in fully operational condition at Company’s Heli base at Rajahmundry &amp; Port Blair for Company’s services within 60 days from the date of issue of Mobilization Notice.</p> <table border="1" data-bbox="253 412 975 600"> <thead> <tr> <th data-bbox="253 412 448 488">Category</th> <th data-bbox="448 412 671 488">No of Helicopters</th> <th data-bbox="671 412 975 488">Mobilization Period</th> </tr> </thead> <tbody> <tr> <td data-bbox="253 488 448 600">Offshore Support</td> <td data-bbox="448 488 671 600">01 No</td> <td data-bbox="671 488 975 600">60 days from the date of the issue of Mobilization notice</td> </tr> </tbody> </table>	Category	No of Helicopters	Mobilization Period	Offshore Support	01 No	60 days from the date of the issue of Mobilization notice		
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Offshore Support	01 No	60 days from the date of the issue of Mobilization notice							
<p><b>14.0</b></p>	<p>The flying requirement of the helicopters that will be used for regular sorties shall be for around 60 hours per month per helicopter for offshore operations. However, actual flying hours may vary as per the operational requirements of the Company. If required, Company may use the helicopters beyond the estimated 60 hours per month per helicopter at the same rates, terms, and conditions.</p>								