



**UNION TERRITORY OF JAMMU & KASHMIR
CIVIL AVIATION DEPARTMENT
CIVIL SECRETARIAT
SRINAGAR/JAMMU**

**NOTICE INVITING E-TENDERS NO. 01 OF 2019.
JAMMU, November 21, 2019.**

For and on behalf of the Governor, Union Territory of Jammu & Kashmir, e-tenders are invited from reputed and registered aviation companies having airworthy transport helicopters duly certified and endorsed on its Non-Scheduled Operator's Permit (NSOP) from DGCA, Government of India for leasing on Wet Lease Basis for an initial term of three (03) months w.e.f 01-01-2020 for multi-purpose use of the Union Territory of Jammu & Kashmir with an option for renewal/extension on same terms & conditions for a period of three (03) years after approval is granted by the competent authority.

Date of Publishing of Tender Notice	25.11.2019
Period of Downloading of Documents	25.11.2019 to 27.11.2019
Date of submission of online Documents	13.12.2019
Date of submission of Hard Copy	16.12.2019
Date of pre-Bid Meeting	17.12.2019
Date of Opening Tender	17.12.2019

1. The tender document along with other Terms and Conditions of the NIT and relevant documents can be downloaded from the Union Territory Website <http://jktenders.gov.in>.
2. The tender shall be deposited in electronic format on the Union Territory website <http://jktenders.gov.in>.
3. The tenders uploaded on the website up to due date will be opened on 17.12.2019 or any other subsequent date convenient to the Tender/Purchase Committee in the Office

Chamber of Commissioner, Civil Aviation Department,
Union Territory of Jammu & Kashmir, Civil Secretariat,
Jammu.

4. The complete bidding process will be online.
5. Cost of the Tender document is Rs. 5,000/- (Rupees five thousand only) in the shape of Demand Draft (non refundable) in favour of Accounts Officer, Civil Aviation Department, J&K, Jammu.
6. The tender should be accompanied with Earnest Money Deposit of Rs.10.00 lac (Rupees ten lac only) in the form of a CDR/FDR drawn in favour of the Commissioner, Civil Aviation Department, Union Territory of Jammu & Kashmir, Civil Secretariat Jammu with six months validity.
7. The Earnest Money shall be forfeited if:
 - a) any tenderer withdraws his tender during the period of tender validity or makes any modification in terms and condition of tender; and
 - b) the company fails to execute the agreement within 10 days of signing of contract document.
8. Instructions to bidder regarding e-tendering process: Bidders are advised to get Digital Signature Certificate as per Information Technology Act, 2000. Bidders can get Digital Certificate from approved vendor.
9. Bidders have to submit their bids in two bid format i.e. **Technical and Financial Bid online in electronic format with Digital Signature**. Financial Bid shall be submitted **ONLINE** only. No financial bid will be accepted in physical form.
10. Bids will be opened online as per time schedule mentioned in Para 3.
11. Bidders must upload the scanned copy of all necessary documents, like CDR/PAN/Demand Draft (Tender fee)/Registration certificate duly renewed online up to 13.12.2019 and hard copies thereof physically to tender receiving authority on 16.12.2019 up to 1500 hours.

12. The Department will not be responsible for any delay in online submission due to any reason.
13. The Tender/Purchase Committee shall **reserve the right to accept or reject any tender** without assigning any reason thereof.
14. The rates offered should be quoted in figures as well as in words inclusive of all taxes and levies or any other charge. Taxes/Charges not mentioned in the offers will not be allowed and admissible.
15. The payment shall be released after successful completion of the contract.
16. Any erasing/overwriting/mutilation in the tender form will result in outright rejection of the tender.
17. Conditional and ambiguous tender will not be entertained.
18. The terms and conditions as reflected in **Annexure "A"**, are mandatory and should be read very carefully by the intending tenderers while furnishing their tenders, which are enclosed and shall form a part of this NIT.

Sd/-
(**S. Katoch**)
Commissioner
Civil Aviation Department

No. CAW/Estt/225/2019

JAMMU, November 21, 2019

Copy to the:

1. Financial Commissioner/Secretary to Government, Finance Department, J&K for information.
2. Principal Secretary/Secretary to Government, Civil Aviation Department, J&K for information.
3. Director, Anti Corruption Bureau, J&K, Jammu for information.
4. Director, Information Department, J&K, Jammu along with 8 copies of Gist of NIT for publication in the Tender journal,

four leading National and two leading local dailies both from Srinagar and Jammu for three consecutive days.

5. Station Director, Doordarshan, Srinagar/Jammu for telecast of the tender notice in broadcast for five consecutive days.
6. Station Director, All India Radio, Srinagar/Jammu for putting the tender notice in broadcast for five consecutive days.
7. Additional Secretary to Government, Civil Aviation Department, J&K for information.
8. FA/CAO, Civil Aviation Department, J&K for information.
9. Manager, Government Press, Srinagar/Jammu for publication in Government Gazette.
- ✓ 10. Incharge Website to hoist the NIT on Departmental Website.
11. Notice Board/Concern file.


(Arun K. Bajaj)
Administrative Officer
Civil Aviation Department

21/11/2019

SECTION ‘A’

GENERAL TERMS AND CONDITIONS

1. Introduction

- 1.1** The Civil Aviation Department, Union Territory of Jammu & Kashmir invites Tenders/Bids from reputed and registered aviation companies having airworthy transport helicopters duly certified and endorsed on its **Non-Scheduled Operator’s Permit from DGCA for leasing on Wet Lease Basis** for a term of three (03) months w.e.f 01.01.2020 for **multi-purpose use of the Union Territory of Jammu & Kashmir with an option for renewal/extension on same terms & conditions** for a period of three (03) years after approval is granted by the competent authority.
- 1.2** The detailed **terms & conditions** and **technical parameters** required for the helicopter to be hired on wet lease basis are specified in the eligibility conditions in Para 4 of the document.
- 1.3.** Interested parties may apply online to participate in the bidding process after downloading the relevant tender document from Union Territory e-portal <http://jktenders.gov.in> on the prescribed Bid format. The Bidders are advised to go through the **Tender Document carefully before submitting their Bids.**

2. Description of the Bidding Process

- 2.1** No Bidder shall submit more than one Bid for the Project.
- 2.2** Bids of the eligible Bidders for rendering of Helicopter services to the Union Territory shall be **evaluated on the basis of the Bid Variable** i.e. the lowest financial rate per hour per **offered** seat quoted by a Bidder for providing the said services strictly in terms of the draft Deed of Wet Lease Agreement appended with the Tender Document, the Terms & Conditions whereof shall be deemed to be a part of the Terms & Conditions of this

Tender Document.

- 2.3. During the bidding state, the Bidders are invited to examine minutely the scope of services envisaged to be rendered, as mentioned in the Tender Document and the draft Deed of Wet Lease Agreement. The Bidders are expected to carry out at their own cost, the investigations and analysis at their own level as may be required for preparing and submitting their respective Bids.
- 2.4. All Bidders are required to deposit, along with their Bids, an Earnest Money Deposit of Rs. 10.00 lac (Rupees ten lac only) by way of a **CDR/FDR in favour of Commissioner, Civil Aviation Department, J&K**. The Earnest Money shall be refundable not later than 30 days from the Bid Due Date, except in the case of the Successful Bidder.
- 2.5. The Bid shall be typed or written in **indelible ink and signed by the Authorised Signatory of the Bidder** who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person signing the Bid. A copy of the Board Resolution and/or an appropriate Power of Attorney in favour of the Authorized Signatory of the Bidder shall be submitted as a part of the Technical Bid.
- 2.6. Union Territory of Jammu & Kashmir shall be following a two stage bidding process based on Two bid Format i.e. Technical and Financial for the selection of an Aviation Company for providing of services strictly in accordance with the Terms and Conditions of the draft Deed of Wet Lease Agreement which is at Section - 'C' of the Tender Document.
- 2.7. **Technical Bid.**
 - 2.7.1 The Technical Bid should contain the following:
 - i. Details of the Bidding Company, specifications of the Helicopter to be offered for services, all relevant technical details, permits, certificates, etc. as per Schedule-I along with all the

relevant supporting documents as mentioned therein.

- ii.** Earnest Money of Rs.10.00 lac (Rupees ten lac only) in the form of a CDR/FDR in favour of the Commissioner, Civil Aviation Department, Union Territory of Jammu & Kashmir.
- iii.** Tender Letter as per the format at Schedule-III.
- iv.** Undertaking regarding arrangement for fully airworthy back up Helicopter Aircraft of the same type and with complete details of the Pilots and Air Crew to be provided to the Union Territory.
- v.** Details of flying experience, particularly mountain flying experience of the Pilots and other Air Crew along with copies of flying licenses are to be enclosed.
- vi.** Copies of current valid Non-Scheduled Operator's Permit, Airworthiness Certificate of Helicopters Certificate of Registration, Insurance Policy or any other document needed for the operation of the Helicopter(s) issued by either DGCA or any other competent authority. Copies of other required and relevant documents as stated in Schedule-I should also be attached.
- vii)** Technical specifications of the Helicopter being offered including safety parameters shall also be mentioned along with proof of strong technical/maintenance support from the manufacturer of the Helicopter or MRO duly approved by the office of DGCA, Government of India.
- viii)** Flight safety record/accidents/incidents, if any, during the last (three) 03 years/years of operations of the air operations of the Helicopter is also to be enclosed. The serviceability record of the Helicopter for the last one year is

also to be enclosed.

- ix) A copy of the Board Resolution and/or an appropriate Power of Attorney in favour of the Authorized Signatory of the Bidder is to be enclosed.

2.7.2. The Financial Bid shall be submitted online only as per SCHEDULE-II.

2.7.3. The hard copy of Technical Bid shall be kept in separate sealed envelope with proper marking at the top corner of the envelope as under:

*“Technical Bid Documents for
Hiring of Helicopter on Wet Lease
basis.”*

2.7.4. The Technical Bid/Tender, along with a copy of the Tender Document including the draft Deed of Wet Lease Agreement with each page duly signed and stamped and as enveloped above should be addressed to:

*Commissioner,
Civil Aviation Department,
Union Territory of Jammu and Kashmir,
Room No.2/19, 2nd Floor,
Civil Secretariat,
Jammu – 180001 (J&K).*

2.8 The Bidders shall ensure that their Bids are uploaded on time and the hard copy of the Technical Bid shall reach the Office of the Commissioner, Civil Aviation Department on or before 16.12.2019 by 1500 hours (03.00 p.m.). The Union Territory of Jammu & Kashmir shall not be responsible if the Bid/Tender of any Bidder gets misplaced or delayed in transit and is not received by the Union Territory of Jammu & Kashmir by the prescribed date and time.

2.9 The online Tender shall be opened in the Office Chambers of Commissioner, Civil Aviation Department at 1500 hours (03.00 p.m.) on 17.12.2019. First, the Technical Bids shall be opened and scrutinized. Thereafter, the Financial Bids of the technically qualified Bidders shall be opened on 17.12.2019 at 1700 hours (05.00 p.m.) (Tentative). However, if the Technical Bid of any

Bidder(s) is/are found incomplete or not accompanied by the Earnest Money Deposit or any required documents or is deficient on any technical parameters as specified in the Tender Document, the Financial Bid of such Bidder(s) shall not be opened. The decision of the Union Territory of Jammu & Kashmir shall be final and binding on the Bidders.

- 2.10** Bidders shall provide all the information sought in the Tender Document and while submitting their Bids/Tenders, shall strictly adhere to the prescribed format(s) as provided in the Tender Document so as to facilitate the Union Territory of Jammu & Kashmir to consider and evaluate them properly. Any change in the format or incomplete information may lead to rejection of the Bid.
- 2.11** Any condition or qualification or any other stipulation contained in the Bid, which in the opinion of the Union Territory of Jammu & Kashmir amount to making the Bid conditional, shall render the Bid liable for rejection.
- 2.12** The Bid and all communications in relation to or concerning the Tender Document and the Bid shall be in English Language.
- 2.13** The Bids shall be valid for a period of 180 days from the Bid Due Date.
- 2.14.** The Bidders shall be responsible for all the cost associated with the preparation of their respective Bids and their participation in the Bidding Process, Union Territory of Jammu & Kashmir will not be responsible or in any way liable for such costs, regardless of the conduct of the Bidding Process.
- 2.15** During Technical Evaluation stage, if any relevant information or clarifications is/are required by the Evaluation Committee, the same shall be promptly provided by the concerned Bidder.
- 2.16** The Union Territory of Jammu & Kashmir reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document and the Bidder shall, when so required by the Union

Territory of Jammu & Kashmir, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Union Territory shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Union Territory there under.

2.17 The **Union Territory** reserves the right to reject any Bid and appropriate the Earnest Money Deposit if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Union Territory of Jammu & Kashmir, including supplementary information sought for evaluation of the Bid.

2.18 The Union Territory shall be entitled to forfeit and appropriate the Earnest Money Deposit as damages, submitted by the Bidder(s) under the following circumstances:

2.18.1 if the Bid is withdrawn or modified or changed during the Bid Validity Period or any extension thereof.

2.18.2 if the successful Bidder(s) seek(s) modifications to the agreed terms and conditions of the Tender.

2.18.3 if the successful Bidder fails within the specified time limit to sign the Wet Lease Agreement.

2.18.4 if the successful Bidder after issuance of Letter of Intent (LoI) fails to position the helicopter at the Base on or before the specified date.

In addition to forfeiture of Earnest Money Deposit as contemplated above, the Union Territory of Jammu and Kashmir may blacklist the successful Bidder and debar it from participating in any future Tenders to be floated by the Union Territory of Jammu & Kashmir for a specified period.

2.19 The Bidder who quotes the lowest rate per hour per **offered** seat keeping performance and other flying parameters in consideration based on the

Terms and Conditions including the condition of minimum guaranteed 360 hours of flying per calendar year inclusive of all operational costs and other expenses of airport, helipad usage and AAI's navigational charges including the cost of Aviation Turbine Fuel (ATF), cost of landing, charges of AAI, ATF positioning (Transportation), lodging/boarding and transportation of all crew both flying & technical and GST shall be declared as the successful Bidder.

- 2.20** After selection, a Letter of Intent (LoI) shall be issued by the Union Territory of Jammu and Kashmir to the successful Bidder who shall acknowledge the acceptance of the same within 2 days of receipt of the LoI.
- 2.21** The successful Bidder shall execute with the Commissioner, Civil Aviation Department, the Wet Lease Agreement within two (02) days from the date of issuance of the LoI. The successful Bidder shall not be entitled to seek any deviation, modification or amendment in the terms of the Wet Lease Agreement.
- 2.22** The successful Bidder shall position the two Helicopters and make it ready for operations at the Srinagar and Jammu by 01.01.2020 or within such extended time period as may be agreed to by the Union Territory of Jammu & Kashmir. If the successful Bidder fails to deliver and make the Helicopters operational within such time limit as aforesaid, the Union Territory of Jammu & Kashmir shall have the right to cancel the offer/LoI and forfeit the Earnest Money Deposit of the successful Bidder. There upon, the Union Territory of Jammu & Kashmir may at its sole discretion, invite the second lowest Bidder or any other suitable operator to negotiate the rates for the purpose of providing the Helicopter and the successful Bidder shall not object to the same.

2.23 On the following routes, helicopter selected will be deployed for services:

a. Ex-Srinagar

- i. *Srinagar–Drass-Srinagar.*
- ii. *Bandipora-Kanzalwan-Dawar-Neru-Bandipora.*
- iii. *Kupwara-Machil-Tangdhar-Keran-Kupwara.*
- iv. *Srinagar-Kargil-Srinagar*
- v. *Srinagar-Leh-Nubra-Srinagar*

b. Ex-Jammu

- vi. *Kishtwar-Souder-Navapachi-Inshan-Kishtwar.*
- vii. *Jammu–Rajouri–Poonch-Jammu.*
- viii. *Jammu–Doda–Kishtwar-Jammu.*

c. Operation from/to anywhere in the Union Territory.

2.24 The lessor during the currency of the Agreement/Contract would be bound to provide the services defined in the contract on any of the new route/routes added and approved by the competent authority.

2.25 One helicopter each will be required to be made available at two bases viz. Srinagar and Jammu. However, Union Territory shall be at liberty to assign any base and from such period as may be necessary depending on the load or requirement of different sectors.

2.26 The successful Bidder will obtain the necessary clearance from Ministry of Defence, Government of India for its operations on various routes on its own. Any other clearance which may be needed to conduct these operations will also be obtained by them. Clearance within the Union Territory of Union Territory Departments can be facilitated by the Civil Aviation Department.

2.27 The Union Territory of Jammu and Kashmir reserves the right to accept or reject any Bid or Tender submitted by the Bidder(s) or to cancel the entire Bidding process and reject all Bids submitted, at any time without assigning any reason and without incurring any liability to the affected Bidder(s).

3. Schedule of Bidding Process

The Union Territory of Jammu & Kashmir shall endeavour to adhere to the following schedule: -

Sr. No.	<u>Event Description</u>	<u>Date</u>
i.	Bid Due Date which is the last date for the receipt of the Bids	16.12.2019
ii.	Opening of Bids: a) Technical Bid b) Financial Bid	17.12.2019 17.12.2019
iii.	Issuance of the Letter of Intent (LOI)	18.12.2019
iv.	Validity of Bids	31.03.2020
v.	Signing of Wet Lease Agreement	19.12.2019

4. ELIGIBILITY CONDITIONS

4.1. Each bidding company must fulfil the following eligibility conditions:

- 4.1.1** The Bidder should hold a valid Air Operator Permit (AOP) suitable for the type of operations proposed to be carried out in terms hereof.
- 4.1.2** Minimum operation experience of two (02) years for the Company bidding with each of the Pilots involved in the operation must possess a minimum required mountain flying experience as laid down by CAR of DGCA for mountain flying.
- 4.1.3** The Air Crew being offered by the Bidder to the Union Territory of Jammu & Kashmir should be technically qualified and professionally competent for undertaking all type of flights in the Union Territory. His license and hill flying should be current.
- 4.1.4** The Bidder should have minimum fleet of two (02) Airworthy Transport Helicopters in possession of High Performance capable of carrying more than Five (05) passengers or more along with minimum personal baggage and/or equipment at high altitudes which are duly certified and endorsed on its Non-Scheduled Operators Permit by DGCA, GoI.

- 4.1.5** The Bidder must have a minimum of **four (04)** or more Pilots (Pilot-in-Command & Co- Pilot) on its rolls, each of whom are duly trained/authorised to fly the Helicopters offered and should have been in the direct employment of the Bidder for a minimum period of six (06) months on the date of Bidding. Further, the Pilot-in-Command (PiC) must possess the requisite PiC flying experience as required for operating flights in hilly and mountainous areas as laid down in CAR Sec 8 (H) of DGCA.
- 4.1.6** The Bidder should have adequate arrangements for an additional/backup Helicopter of the same type and model or Helicopter of equivalent performance in fully airworthy condition with complete set of Pilots and Air Crew so as to ensure that in case of non-availability of the Helicopter under contract due to any reason whatsoever, the additional/backup Helicopter is provided forthwith to the Union Territory of Jammu & Kashmir for rendering services in terms of the draft Deed of Wet Lease Agreement. The backup Helicopter shall be required to be positioned at the relevant Base within 24 hours of grounding of the Helicopter under service due to technical snag or any other reason whatsoever. However, no charges shall be paid by the Union Territory of Jammu & Kashmir for ferrying of the backup Helicopter.
- 4.1.7** The Bidder must have full maintenance support and the required infrastructure for schedule maintenance and operation of the Helicopter being offered, duly approved by DGCA.
- 4.1.8.** The Bidder shall have to submit last Annual Safety Audit Report conducted by DGCA, GoI. Last Surveillance report of operations and maintenance by DGCA should also be enclosed.
- 4.1.9** The Bidder(s) will be allowed to ground the

Helicopter for maintenance for three (03) days per month. The Union Territory of Jammu & Kashmir shall have discretion to deduct charges on pro-rata basis for excess days of grounding beyond authorized number of days based on fixed annual hours.

4.2 Helicopter being offered by the Bidder should possess the following mandatory specifications/ requirements:

4.2.1 Should have a valid Certificate of Airworthiness from the DGCA at the time of Bidding.

4.2.2 Should have the necessary Certification of registration, lease agreement in case of leased Helicopter duly approved by DGCA. The Crew in case of foreign origin must meet the requirement of clearance for relevant authorities of Government of India including DGCA, MHA and MoD. All the mandatory modifications issued by the manufacturer or prescribed by DGCA must be complied with all throughout the period of agreement with Union Territory of Jammu & Kashmir.

4.2.3 Have excellent performance at high altitudes and capable of landing/take off up to an altitude of 12,000 feet with the required load as per laid down performance of the Helicopter.

4.2.4 Should be fitted with modern/latest Avionics, NAV equipment, flight & safety equipment etc. All necessary equipment needed for areas of operation must be fitted and available.

4.2.5 Should have required oxygen masks and oxygen supply system as per guidelines laid down by DGCA for passengers flying at high altitude in unpressurised flights.

5. The bidder(s) shall also meet the following requirements laid down by the DGCA in respect of the offered Helicopter:

5.1 Requirements of operations of leased aircraft in India as per CAR Section 3, Series C, Part-I.

5.2 Requirements for installation of flight Data Recorders as per CAR Section II, Series I, Part V.

5.3 Requirement for installation of Aircraft equipment and Instruments as per CAR Section-II, Series I, Part II.

5.4 Requirement for installation of Cockpit Voice Recorders as per CAR Section-II, Series I, Part VI and other relevant rules & regulations.

In addition to above, the Bidder shall also comply with all the relevant rules, notifications, instructions, CARs and other regulations issued by DGCA for undertaking operations of Helicopter in mountainous region of Jammu and Kashmir.

6. Scope of Services:

The successful Bidder shall carry out its operations/services in accordance with the Terms and Conditions contemplated in the draft Wet Lease Agreement (Section C) of the Tender Document. The successful Bidder shall also maintain the currency of the various licenses, permits etc. at all times during the Term of the Agreement or such extended period during which the services are being offered by the successful Bidder to the Union Territory of Jammu & Kashmir. Further, the successful Bidder shall also:

6.1 Throughout the Term of Agreement maintain at its own expense, full liability insurance/self-insurance of the Helicopter including that of the backup Helicopter. The Bidder shall also maintain throughout the Term of Agreement at its own expense, insurance/self-insurance against war risk, hijacking etc.

6.2 Shall also abide by all relevant rules, CARs and other regulations issued/modified/amended by DGCA and other competent authorities from time to time during the Term of Agreement or any extension thereof.

6.3 Make adequate arrangement of infrastructural facilities for inspection & maintenance of its Helicopter with spare parts, full strength of Pilots and Crew along with their accommodation, transportation, fuel and its transportation, insurance etc. with regard to operations of the Helicopter.

6.4 Pay all taxes including withholding charges, taxes,

duties, levies, fees, costs etc. including passengers/ freight insurance, landing and parking charges at various locations as applicable, extension of watch hours or thereof and service tax or any such tax as may be applicable.

- 6.5** Have to provide experienced and licensed Crew for operations and qualified and experienced maintenance Crew for servicing of the Helicopter offered for lease in order to keep the Helicopter available and serviceable for operational use all the time throughout the Term of the agreement.
- 6.6** Position the Helicopter one each at Srinagar & Jammu & any other location within the Union Territory and be ready for operations by 01.01.2020.
- 6.7** Bidder may have to make arrangement for ticketing & collecting tariff directly once the list of passengers has been approved by the Nodal Officer/competent authority. The record of the tariff collected along with the passengers' list has to be shared with the Nodal Officer and enclosed with the monthly invoice.

Sd/-
(S. Katoch)
Commissioner
Civil Aviation Department

SECTION B

SCHEDULES

SCHEDULE-I

TECHNICAL BID

Union Territory of Jammu & Kashmir
Civil Aviation Department

COMPANY BACKGROUND AND HELICOPTER SPECIFICATIONS TO BE SUBMITTED ALONGWITH THE BID

The Bidders are advised to furnish necessary information required against the respective columns. If a Bidder fails to complete all the columns of this form, its Bid shall not be evaluated.

1.	Name of the owner of the Helicopter. If not registered in the Bidder's name, what is the legal nature of arrangement with the owner? (Proof of possession i.e. Registration Certificate/Lease Agreement to be provided).	
2.	Are you holding Operator's Approval from the Regulatory Authority (please attach copy).	
3.	ISO 9001-2000 Certification OR any other accredited certification of the firm duly supported with documentary proof.	
4.	Annual turnover of the Bidder relating to Helicopter operations for the last year as per audited balance sheet, a copy whereof to be enclosed.	
5.	Annual Safety Audit Report of last year. (copy to be enclosed).	
6.	Detail of earnest money deposit of Rs.....	
7.	Duration of validity of Bid.	
8.	Type of Helicopter offered a) Call sign/ registration Number of the Helicopter; b) Year of manufacture; & c) Manufacturer's name (proof	

	to be attached).	
9.	<p>i) Passengers/seats available (excluding Pilots, Crew and Attendant).</p> <p>ii) Number of seats offered (ex-Srinagar, & ex-Jammu) for winters and summers separately. (excluding Crew and Attendant).</p>	
10.	Number of hours flown by the Helicopter.	
11.	Number of flying hours available on the Helicopter for the next six months.	
12.	Attach current certificate of Airworthiness.	
13.	Data of expiry of Certificate of Airworthiness.	
14.	Down time per month (permitted down time is 3 days per month).	
15.	Attach copy of Hull and Crew insurance & Passengers insurance indicating Insurance Certificate Number and its validity.	
16.	Last major inspection date.	
17.	Engine Hours/Start cycles.	
18.	Present Location of the Helicopter.	
19.	Whether in a position to place Helicopter each at Srinagar & Jammu. Make these machines operational within 06 days from the date of issuance of the LoI?	
20.	Bidder's total fleet of Helicopters (type with call sign).	
21.	<p>Total Company staff strength:</p> <p>(i) <u>Pilots</u></p> <p>a) Indian</p> <p>b) Foreign Nationals</p> <p>(ii) <u>Licence Engineers</u></p> <p>a) Indian</p> <p>b) Foreign Nationals</p> <p>(iii) <u>Other staff.</u></p>	
22.	Past experience (last two years) with details of existing operations.	

23.	<p>a) Licence details of the Pilots, Engineers in support of their rating category and experience on type of the Helicopter at their credit and Medical Assessment issued by DGCA (proof to be attached).</p> <p>b) Hill flying experience of each Pilot and Air Crew (proof to be attached).</p>	
24.	List of safety, navigation/communication equipments etc., available on board the helicopter offered.	
25.	<p>Fuel details</p> <ul style="list-style-type: none"> • Type of fuel in use • Standard fuel capacity (Kgs.) • Fuel consumption per hour (Kgs./Ltrs. both) 	
26.	Range without reserve (in Nautical Miles).	
27.	<p>Speed of Helicopter in Knots with</p> <p>(i) VNE</p> <p>(ii) Max. Cruising speed.</p>	
28.	Has the Helicopter being offered been involved in any accident/incident in the past five years? If yes, please give brief details of the cause of accident(s)/incident(s). Details of other significant accident/incident may also be provided.	
29.	List of existing clients.	
30.	Confirmation regarding provision of the insurance cover for passengers flying in the Helicopter (attach copy of policy/certificate).	
31.	Whether entire services shall be provided by the Bidder? If not, give details of work/part of services to be outsourced?	
32.	Undertaking that Bidder is willing to abide by all the requirements laid	

	down by Civil aviation regulatory Authority if India i.e. DGCA as specified in the Tender document.	
33.	Is equipment needed for high altitude unpressurized flying available in Helicopter.	

Signature.....

Name.....

Designation.....

Date.....

(Seal of the Company)

(Authorised Signatory of the Bid)

Schedule-II

Financial Bid (To be submitted ONLINE only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sr. No.	Item Description	Quantity	Units	BASIC RATE in Figures to be entered by the Bidder (Per FLYING hour per offered Seat	TOTAL AMOUNT With Taxes for total number of seats offered per hour	TOTAL AMOUNT In Words
01	02	03	04	05	06	07
1.	Hiring of Helicopters on wet lease basis. Ex - Jammu Minimum Guarantee: per annum.	360.00	hours	Rs. P	0.00	INR
Total in Figures					0.00	INR
Quoted Rate in Words	INR					
2.	Hiring of Helicopters on wet lease basis Ex-Srinagar. Minimum Guarantee: per annum.	360.00	hours	Rs. P	0.00	INR
Total in Figures					0.00	INR
Quoted Rate in Words	INR					

TENDER LETTER

(to be submitted with the Technical Bid)

The Commissioner,
Civil Aviation Department,
Union Territory of Jammu and Kashmir,
Civil Secretariat,
JAMMU.

**SUBJECT: Hiring of Helicopter on Wet Lease Basis by the
Union Territory of Jammu & Kashmir.**

Sir,

We, the undersigned, have considered and complied with the various **Bidding Instructions** as contained in the Tender Document and have accepted the Tender Document with various Terms and Conditions of the draft Wet Lease Agreement in respect of hiring by Union Territory of Jammu and Kashmir of a transport Helicopter having carrying capacity - passengers plus personal baggage/equipment to various places in Jammu and Kashmir up to the altitude of 12,000 feet requiring crossing over of peaks up to the height of 18,500 feet in full cognizance and compliance with the conditions and regulations of the local Union Territory authorities. The services shall be rendered by us in conformity and in accordance with the Terms & Conditions of the Tender Document to the entire satisfaction of the Union Territory of Jammu and Kashmir, at the price and schedule of rates to be quoted in our Financial Bid.

We further confirm and stipulate as follows:-

- i. Until the final Deed of Wet Lease Agreement/Contract documents are prepared and executed, this Tender Documents, together with modifications/additions/deletions agreed to by the Union Territory of Jammu and Kashmir and pursuant to their written acceptance thereof, shall constitute a Binding Contract between us and the Union Territory upon the Terms of this Tender including the Price Schedules accompanying the same.
- ii. We shall be prepared to provide the services on the location, to commence within the stipulated time period and to

complete the same in accordance with the Terms and Conditions of the Deed of Wet Lease Agreement during Term of the Agreement or any extension thereof. The aforesaid time schedule i.e. its beginning and completion dates are of the essence of the Agreement.

We undertake and confirm that prices quoted in our Financial Bid (BOQ) shall remain firm and capable of acceptance by you in accordance with the provisions hereof for a period of _____ days from the Bid Due Date.

Date.....day of.....

Signature.....

Name.....

In the capacity of

Duly authorized to sign Tender for and on behalf of

.....(Name and address)

Witness:

SECTION- C

DRAFT DEED

OF WET LEASE AGREEMENT

DEED OF WET LEASE AGREEMENT

This DEED of WET LEASE AGREEMENT is hereby executed on this..... day of.....

By and between

The Commissioner, Civil Aviation Department, Union Territory of Jammu & Kashmir, hereinafter referred to as the “LESSEE” which expression shall include its successor and assigns:

.....First Party

And

M/s _____
represented by _____, hereinafter referred to as the “LESSOR” which expression, unless repugnant to the context, shall include its successors and assigns;

..... Second Party

.....*individually referred to as “Party” and collectively as “Parties”.*

WHEREAS, The LESSEE is desirous of hiring two (02) Helicopter for its operations in the Union Territory of Jammu and Kashmir. Helicopter will be based at Srinagar & Jammu.

AND WHEREAS, the LESSOR is engaged in the business of providing Helicopter Services and pursuant to having selected, the LESSOR through an open, transparent and competitive bidding process, the LESSEE has issued a Letter of Intent (LoI) dated _____ to the LESSOR and the LESSOR has agreed to provide to the LESSEE, the services of two (02) Helicopter duly certified by DGCA on the mutually agreed Terms and Conditions herein contained.

NOW, THEREFORE, IT HAS BEEN AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. INTERPRETATION:

- I. The following words and phrases shall have the meanings hereby assigned to them:
- a. **“Area of Operation”** denotes any area within the boundaries of Union Territory of Jammu and Kashmir.
 - b. **“Base”** means Srinagar and Jammu or any other location in the Union Territory where the Helicopter and Crew including maintenance facilities up to 500 hours servicing will be provided.
 - c. **“Main Base”** means either Srinagar/Jammu as applicable.
 - d. **“Delivery Date”** means the date by which the LESSOR is required to mobilize the Helicopter at the Base for operation.
 - e. **“Flying Charges”** mean the amounts set out for total hours of flying per annum for the number of seats offered.
 - f. **“Flying Time”** with respect to the Helicopter would mean the time from rotor starts of the Helicopter till rotor stops (Maximum of 05 minutes of rotor running on ground in one hour of flying).
 - g. **“Force Majeure”** would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightning, tempest, tornado), war (whether declared in India or the country of the manufacture of major components or sub-assemblies of the Helicopter), civil disturbance, sabotage, epidemic, any Governmental restraint and any such like cause which is not reasonably within the control of either party claiming force majeure. Financial distress would, however, not constitute force majeure.
 - h. **“Regulatory Authority”** means any Union Territory Body(ies) or Union Territory Department(s) having the responsibility for

regulating aviation related matters in the Area of Operation.

- i. **“Emergency”** shall mean any situation which in the opinion of the authorized representative of the LESSEE is:
 - i. A matter of life or death of any person and/or
 - ii. A matter of serious threat of injury/damage to any person or property of the “LESSEE”.
- II. **“Month”** means calendar month and “Monthly” shall have the corresponding meaning.
- III. **“Scheduled Flight”** means a Helicopter flight scheduled in accordance with the programme for the Operational Day.
- IV. **“Security”** as it relates to the Helicopter means all actions taken towards:
 - a. Avoidance of ingress by un-authorised personnel; and
 - b. Safety of the Helicopter from intentional damage by any external forces.
- V. **“Service”** means the services carried out by the LESSOR and its personnel under this Agreement as set out in Clause II.
- VI. **“Scheduled/Unscheduled Maintenance”** means maintenance required for Helicopter as per DGCA’s Regulations and as prescribed by the manufacturer defect, rectification etc.
- VII. **“Party” or “Parties”** means party or parties to this Agreement.
- VIII. **“Out Station”** means any station other than the Base Station.
- IX. **“Term”** means the period set out in Clause I.
- X. **“Operational Day”** for a Helicopter means the time commencing from first scheduled flight as per the programme for the day to the estimated time of landing of last scheduled flight of the day.
- XI. **“Programme”** means written requisition of the Helicopter for a day indicating time of departure, destination and approximate flight time etc.
- XII. **“Night”** shall mean period between sun-set and sun-rise.
- XIII. **“Watch Hours”** mean the time notified by the

Airports Authority of India from time to time for normal operation of different airports.

XIV. “VFR” means Visual Flight Rules as specified by DGCA.

XV. “IFR” means Instrument Flight Rules as specified by DGCA; and

XVI. “Headings” are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

2. POSITIONING OF HELICOPTERS

The LESSOR undertakes to position the Helicopter one each at Srinagar and Jammu or any other location within the Union Territory on or before the Positioning Date along with the qualified flying and technical crew members. Adherence to the Positioning Date and starting of operations shall be the essence of this Agreement. The LESSOR shall ensure that their Helicopters be ready for operations by the Positioning Date, which shall be **01.01.2020**. Should the Helicopter not be positioned at the relevant Base and made operational on or before the Positioning Date, the LESSEE may consider granting extension of time for the positioning of the Helicopter subject to genuine reasons as may be applied by the LESSOR. If the LESSOR fails to deliver and make the Helicopter operational within such extended time limit, the LESSEE shall have the right to cancel the offer/LOI and forfeit the earnest money of the LESSOR. There upon, the LESSEE may at its sole discretion, invite the second lowest bidder or any other suitable bidder to negotiate the rates for the purpose of providing the Helicopter and the LESSOR shall not object to the same.

I TEAM OF AGREEMENT

The Term of the Agreement shall be for and it shall commence from **01.01.2020** and terminate on the evening of **31.03.2020** the same terms and conditions will be extended for three (03) years once the approval from MHA, GoI is granted for the subsidized helicopter scheme. However, on or before the expiry of the 03 years agreement, shall, if mutually agreed upon in writing, have the option to renew this Agreement on such Terms and Conditions as may be agreed upon by both. At the time of renewal of this Agreement, the LESSEE

will, however, give a written notice of not less than sixty (60) days prior to the expiry of the initial term of this Agreement indicating its intention of such extension/ renewal and the LESSOR shall, within 07 days of receipt of such notice, inform the LESSEE of its intention to renew this Agreement.

II SERVICE

- a.** The LESSOR shall during the Term of Agreement provide the Helicopter as required by the LESSEE and the LESSOR shall ensure that the Helicopter is available and maintained for operational use as demanded by the LESSEE and its authorized personnel.
- b.** NOTWITHSTANDING the foregoing it shall be the LESSOR's sole responsibility to determine the acceptable number of passengers and/or load before each flight and upon such determination, the LESSOR may seek variation in the proposed number of passengers and/or load to be carried by the Helicopter. In case numbers of passengers carried are lesser than what is offered in the schedule II, the penalty will be borne by the LESSOR. In case the passengers are not offered by the LESSEE the penalty of vacant seats will be borne by the LESSEE.
- c.** The LESSEE shall, before programmed departure of a flight, provide to the LESSOR, with a manifest containing the number and name of the passengers, cargo weight, destination and the estimated time of departure/arrival of the flight.
- e.** Before any proposed flight, it shall be the LESSOR's responsibility to determine the route and the suitability of flying and landing conditions including the status of destination Helipad/Airfield.
- f.** If the Helicopter becomes, or is construed as total loss, the LESSOR shall use its best endeavour to replace at its expense, the contracted Helicopter by an identical Helicopter satisfactorily acceptable to the LESSEE within thirty days of the loss and

after meeting the DGCA requirements, failing which the LESSEE may terminate this Agreement. The Flying Charges payable under the Agreement in respect of the lost Helicopter shall cease after the date of loss until the LESSOR replaces it by a similar fully operational Helicopter at the said Base.

- g.** The LESSOR shall possess necessary Non-Scheduled Operator's Permit to operate the Helicopter and shall ensure that an Airworthiness Certificate for the Helicopter is available and remains current during the Term of the Agreement. The Helicopter shall comply with all the laws, rules, regulations, orders, standards and schedules governing the aircraft in Non-Scheduled Operations category of the DGCA. The Helicopter shall be flown and operated in compliance with such laws, rules and CARs as applicable and updated from time to time by DGCA or MoCA, GoI.
- h.** The Lessor may have to make arrangement for ticketing & collecting tariff directly once the list of passengers has been approved by the Nodal Officer/competent authority. The record of the tariff collected along with the passengers' list has to be shared with the Nodal Officer and enclosed with the monthly invoice.

III. HELICOPTER SPECIFICATION

The LESSOR, in keeping with the requirements of the LESSEE mentioned in Clause II(b) shall ensure that the Helicopters is equipped to VFR/IFR standards and that the said equipments are serviceable and maintained as per regulatory Air Worthiness standards of DGCA

IV. HELICOPTERS POSITIONING, AVAILABILITY, MAINTENANCE, SCHEDULED INSPECTION/TECHNICAL SNAGS-REPLACEMENT OF HELICOPTER AND SAFETY:

- a.** The LESSOR shall make available the Helicopters to the LESSEE for operational use

up to 360 hours of flying per annum. The helicopter should be made available for 360 flying hours in a year during the period of this agreement.

- b.** In the following eventualities, the flying hours flown in a calendar year shall be reduced proportionately:
 - i) When the Helicopter is grounded on account of necessary maintenance for days more than that allowed to the LESSOR.
 - ii) When the Helicopter is grounded due to Force Majeure conditions.
- c.** The LESSOR shall be allowed to ground the Helicopter for maintenance at the rate of three (03) days per month during the Term of the Agreement. Total days of grounding shall not exceed 18 days in six months. If the Helicopter is grounded for days more than the limits specified herein above, the LESSEE, shall have the discretion to deduct Flying Charges on pro-rata basis for such excess days of grounding.
- d.** The LESSOR will carry out its maintenance, repair overhaul or servicing activities during such time which does not affect the flying task of planned flying day. The LESSOR shall give notice to the LESSEE of any scheduled maintenance to be carried out on the Helicopter at least ten (10) days in advance.
- e.** If the Helicopters is grounded for more than the authorized days in any calendar month, the LESSOR shall replace it at its own expenses with an identical Helicopter acceptable to the LESSEE or the LESSOR shall pay the LESSEE the entire cost of alternative arrangements which the LESSEE may make in such circumstances.
- f.** The LESSOR shall keep one backup Helicopter (of same type and capacity/standard or as acceptable to the LESSEE) ready at their Main Base at Srinagar/Jammu as applicable for immediate replacement of

the Helicopter under contract prior to grounding of the Helicopter for major (scheduled) inspections or if it becomes total loss or constructive total loss. The backup/replacement Helicopter shall be positioned at Srinagar, Jammu, as applicable before such long scheduled inspection is taken up so that normal flying activities are not disturbed

- g.** The backup (replacement) Helicopter shall be positioned at the launching Base within 48 hours if the Helicopter under service is grounded for technical snag.
- h.** No ferry charges shall be paid by the LESSEE for the ferry of the Helicopter.
- i.** The LESSOR shall notify to the LESSEE immediately when the Helicopter is grounded or when it is again fully operational and shall keep complete and accurate records of all groundings of the Helicopter due to routine maintenance or otherwise which the LESSEE, at its discretion, may inspect at any time if found incorrect, levy necessary penalty.
- j** The LESSOR shall ensure that the Helicopter programme shall always be in conformity with DGCA regulations/CARs on Air Crew Flight Time Limitations (FTL) and Flight Duty Time Limitations (FDTL).
- k.** The LESSOR shall comply with all Indian Aviation Regulatory and all other applicable laws, rules and regulations of India/State. The LESSOR shall indemnify the LESSEE/State Government against the LESSOR'S ignorance and/or failing to comply with said laws, rules and regulations. The LESSOR must agree to abide by any other new regulations/civil aviation requirements (CAR) introduced by DGCA from time to time.
- l.** All trial landings, ferry flights and test flying would be considered non-revenue and would be at the cost of LESSOR and shall be excluded for the purpose of billing to the LESSEE.

V. FIRST PARTY'S PERSONNEL

LESSOR shall provide, for the duration of this Agreement for the Helicopters and as per LESSEE's requirement, duly type rated Pilots and necessary qualified Engineering Crew to operate and maintain the Helicopter so as to provide the services to the LESSEE in accordance with this Agreement. The flying licence, the PPC and other area clearance and currencies must always be kept current for the operating crew.

VI. BASE

The LESSEE has nominated Srinagar & Jammu as the main Bases for the Helicopters where the LESSOR shall station the Helicopters and make the equipment, personnel, spare parts and tools etc. available as may be required for the operation of the Helicopters on the mentioned routes in that region.

VII. OPERATIONAL DAY

The LESSEE's authorized representative may change from time to time. Therefore, necessary notice of flying task/operational days be communicated to the LESSOR well in advance for necessary planning.

VIII. PROVISION OF SERVICES AND FUEL

- a. The LESSEE shall provide, at the helipads adequate fire fighting equipment, wind direction indicators and other essential facilities required for the safe operation of the Helicopter as per the DGCA guidelines wherever the said facilities/equipment are not provided by National Airports Authority of India or any other Airport/Helipad owner. The LESSEE will also provide Standard Base for the Helicopter and commercial power supply facilities at the designated Base on payment basis to the LESSOR. In case operations are to be undertaken from any Defence Helipads/Airfield, necessary clearance from Defence Authorities will be obtained by the LESSOR.
- b. Security of the Helicopter at Helipads/ Airfield and security check of passengers,

baggage, and cargo is required to be carried and arranged by the LESSEE at all locations where Helicopter service is intended to be availed.

- c. All arrangements for fuelling will be made by the LESSOR at the Base or at places where Indian Oil Corporation fuel is available. If the fuel is required to be positioned at any other station, the LESSOR may position the same at their own cost at all locations where helicopter services are intended to be availed.
- d. The LESSOR shall carry portable oxygen equipment whenever the same is required for operations at high altitudes as laid down by the DGCA (Regulatory Authorities). Any modification if needed to comply with this regulations of DGCA, LESSOR may do so it at its own expenses.
- e. Accommodation for the crew and maintenance personnel, their transportation and medical facility at the LESSEE's Bases will be arranged by the LESSOR at its own expense.
- f. Operations away from the LESSEE's Base and its operational area shall be forecasted 24 hours in advance. However, arrangements for Crew's lodging/boarding, transport facility and Air Crew Medical Check shall be made by the LESSOR at its own cost. For overnight stay at places outside Union Territory of Jammu and Kashmir, accommodation, transport, meals etc. shall also be arranged by the LESSOR at its own expenses.

IX. CHARGES

In consideration of the LESSOR carrying out the service, the LESSEE shall, in respect of the Helicopter pay to the LESSOR, during the term of this Agreement, the following charges:

FLYING CHARGES

- a. The LESSEE shall, subject to the

provisions of this Agreement in respect of the Helicopter, pay to the LESSOR the Corresponding Charges per hour per seat (for number of seats offered) and pro-rata thereof to the nearest multiple of three minutes for flying hours of the Helicopter @ Rs. (Rupees _____ per hour per seat (for number of seats offered) inclusive of GST or any other tax levied thereon as per the applicable laws from time to time. The deposit of GST and necessary proof of the same will be made available by LESSOR to LESSEE for their records.

- b. The LESSEE shall guarantee minimum 360 hours of flying per annum (for number of seats offered) during the Term of the Agreement to the LESSOR, for which Flying Charges shall be payable by the LESSEE to the LESSOR each quarter.**
- c. The Flying Charges shall be payable by the LESSEE to the LESSOR from the date of making operation the Helicopter at the designated Base or LESSEE's nominated location.
- d. The aforesaid rate includes provision for catering to fluctuation in prices of fuel/ ATF, customs duty rates for purchase of spares etc. and, as such, no separate fluctuation charges for fuel/ATF, customs duty etc. shall be payable by the LESSEE to the LESSOR.
- e. **LANDING, PARKING AND WATCH EXTENSION CHARGES:**
 - i. All landing, parking, Route Navigation and Housing Charges shall be exclusively borne by the LESSOR.
 - ii. Extension of watch hours at air fields to meet the requirements of operations, fuelling, weather etc.

shall be arranged and paid for by the LESSOR.

f. FLIGHT LOG

- i. The LESSEE's authorized representative shall sign the "rotor starts" and "rotor stops". Time of each flight which shall constitute prima facie evidence of the flying hours recorded therein.
- ii. The LESSOR shall, after each Operational Day, prepare a daily flight log in duplicate, indicating, inter alia, the total hours flown and total passenger carried thereof on the basis of aforementioned document, the original copy whereof shall be retained by the LESSOR and the duplicate copy handed over to the authorised representative of the LESSEE. Also the LESSOR shall within 24 hours of each Operational Day, give the flight log including the hours flown and total passengers flown of the same to the authorized representative of the LESSEE.

g. PAYMENTS

- i. Monthly charges for the hours flown and passengers carried as applicable will be calculated @ Rs.
(Rupees _____)
_____) per hour per seat inclusive of GST or any other tax levied thereon as per the applicable laws from time to time, shall be paid by the LESSEE to the LESSOR before the 10th of the following quarters, the period to be reckoned from the date of operationalization of the Helicopter at the designated Base. Actual number of flying hours flown and passenger carried as applicable shall be computed at the end of the year

and the LESSEE shall pay for any extra hour flown beyond 360 hours per annum during the Term of the Agreement at the end of each year.

- ii. All invoices shall be raised in Indian Rupees and all payments to be made by the LESSEE to the LESSOR, shall be made in Indian Rupees by way of electronic transfer. The invoice will include GST and other taxes, if any.

X. FORCE MAJEURE

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under the Agreement, the respective obligation of the Party affected by such force majeure shall after issuance of a written notice to the other Party be suspended for the period during which such cause lasts. The term “FORCE MAJEURE” as used herein shall mean Acts of God, War (declared or undeclared), riots or civil commotion, fires, floods and any change in laws, Acts and regulations of Union Territory of Jammu and Kashmir. Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable by Force Majeure as aforesaid shall notify the other Party in writing within 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During and in respect of the period as the obligations of the Parties are suspended by force majeure, the LESSOR shall not be entitled to any charges under **Clauses IX- g(i) and IX-g(ii)**.

In the event the Force Majeure conditions are reasonably expected to continue for a period of more than Thirty (30) days, the LESSEE shall have the option of terminating this Agreement by giving seven (07) days written notice thereof to the

LESSOR, and if the Agreement is terminated, as such, the LESSEE shall pay to the LESSOR, the amount payable up to the date of such termination.

XI. INDEMNITY

- a. The LESSOR shall indemnify the LESSEE and/or its clients/actual users from and against all claims, costs, demands, actions, including legal fees costs, whatsoever, arising out of the LESSOR's third party liability for use of the Helicopter (including damage or loss of Helicopter) during the term herein mentioned.
- b. The LESSOR shall also indemnify the LESSEE against and from any and all claims including fees arising from the death or injury to any person including the LESSEE's personnel and/or the loss of damage to the property of any person including the property of the LESSEE, resulting from any act of omission and commission in the performance of service by the LESSOR or any personnel employed by the LESSOR.

XII. INSURANCE

- a. The LESSOR shall maintain throughout the period of the Lease Agreement at its own expenses, full liability insurance/self-insurance of the Helicopter. The LESSOR shall also maintain, throughout the period of Lease at its own expense, insurance/self-insurance against the risks of war and hijacking.
- b. The LESSOR shall comply with the laws in respect of Worker's compensation and all other laws in force with reference to employees, safeguarding insurance and

protecting all labour employed or used by the LESSOR and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per the statutory provisions.

- c. Third party legal liability insurance cover of appropriate value shall be obtained by the LESSOR so as to indemnify the LESSEE in respect of all sums which the LESSOR may become legally liable to pay for bodily injury and property damage caused by an occurrence arising out of the ownership, leasing, maintenance or use of the aircraft.
- d. Passengers' insurance liability cover shall be obtained by the LESSOR in respect of all sums which the LESSEE may become legally liable to pay for or for the admitted liability of Rs. _____ per passenger for bodily injury (including death) arising out of contract of carriage of any passenger by an occurrence whilst the passenger is in the care, custody or contract of the LESSOR. The passenger admitted liability offered is against full legal discharge. In the event of non-payment or delay in payment by the Insurer beyond _____ days from the date of lodging the claim, the LESSOR shall indemnify the LESSEE for discharging their legal liability.
- e. Personnel baggage liability insurance shall be obtained by the LESSOR in respect of damage to or for loss of any property caused whilst the passengers are being carried by the Helicopter or in the course of any of the operations of loading or unloading to the extent of Rs.

_____ against each and every claim of each individual passenger.

- f. Combined Single Limit in respect of bodily injury/property damage/baggage loss or damage shall be restricted to Rs. _____ as a cumulative amount for any one occurrence and in respect of any number of passengers including the Crew.

XIII. TAXES & DUTIES

All Taxes including withholding taxes, duties, levies, fees, charges, costs etc. including freight insurance, landing and parking charges at various locations as applicable, except service tax or any such tax as may be applicable on the Flying Charges, shall be borne by LESSOR. The service tax or any such tax as may be applicable on the Flying Charges payable to the Central Government at the prevailing rate, shall be paid by the LESSEE on the bills in respect of the Flying Charges raised by the LESSOR. Income Tax at source at the rates applicable from time to time, shall be deducted by the LESSEE from the monthly bills of the LESSOR.

XIV. TERMINATION

- a. **TERMINATION ON EXPIRY OF THE TERM:** This Agreement shall automatically stand terminated on the expiry of the Term of the Agreement including any extension thereof, as stated in **Clause I** hereinabove.
- b. The LESSOR shall remove the HELICOPTER FROM THE Base within 15 days from the date of expiry of the Agreement. The LESSEE shall not be liable to pay any charges after the date of termination of this Agreement.
- c. **TERMINATION AT THE SOLE DISCRETION OF THE LESSEE:**

Notwithstanding anything contained elsewhere in this Agreement, the LESSEE may at any stage in its sole discretion terminate this Agreement by giving to the LESSOR 15 days prior written notice without assigning any reason whatsoever.

d. **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** The parties shall have the right to terminate this Agreement on account of Force Majeure as set forth in Clause X.

e. **TERMINATION DUE TO OPERATIONAL PROBLEMS:**

- i. If the LESSOR is not in a position to provide the Helicopter contracted for by the due date or due to inordinate delay in the supply of spare parts or repairs or rotables and engines by the manufactures/ other approved suppliers of the LESSOR, this Agreement may be terminated by giving 15 day's notice in writing by either Party.
- ii. If either of the Party shall fail or neglect to perform or observe any of the terms, conditions and covenants of this Agreement, the same shall be terminated by giving 30 days' notice in writing by the affected Party to the other Party.
- iii. The LESSEE shall have an unqualified option to forfeit the Earnest Money and/or Performance Bank Guarantee and/or black list the LESSOR and/or terminate this Agreement:
 - a) If the LESSOR fails to position the Helicopter at the designated Base in on or before the stipulated date.
 - b) If the performance of the LESSOR is found unsatisfactory

during the Term of Agreement or the LESSOR contravenes any terms and conditions of the LoI or this Agreement or disobeys the directions of the LESSEE issued from time to time or fails to provide back-up Helicopter during grounding of the leased Helicopter for technical snags.

- f. **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the LESSEE to pay the rates or any other charges shall be limited upto the period till the date of termination.

XV. CONFIDENTIALITY

- a. The LESSOR acknowledges that all material and information provided to it in connection with the services and all knowledge gained in connection with this Agreement and the performance hereof is confidential and disclosure of which to or use by a third party would be damaging to the interests of the LESSEE. The LESSOR agrees to hold such material information and knowledge in strictest confidence and not to divulge the same to any third party. Such material information of knowledge about the LESSOR's operational information and all such information related to Maintenance and Administration, will likewise be held as confidential by the LESSEE.
- b. Clause XV(a) shall survive even after the termination of this Agreement.

XVI. ARBITRATION

- a. Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, interpretation, application, meaning,

scope of operation or effect of the Agreement or the validity or the breach thereof, shall be first tried for amicable settlement through consultation/discussion between the Parties. If the disputes cannot be settled by Parties within 30 days from the date of consultation, such dispute shall be referred to the ***Chief Secretary, Union Territory of Jammu and Kashmir, who shall be appointed as the Sole Arbitrator*** for adjudicating upon the disputes and differences in accordance with the provisions of the Jammu & Kashmir Arbitration and Conciliation Act, 1997. The Award of the Arbitrator shall be a reasoned one and made in writing in English language. The Award shall be final and binding upon both the Parties.

- b. The arbitration proceedings shall be conducted at Srinagar/Jammu, Union Territory of Jammu and Kashmir.
- c. During the period of arbitration, there shall be no suspension of the Agreement.

XVII. COURT JURISDICTION AND APPLICABLE LAWS

All questions, disputes or difference arising under our out of or in connection with this Agreement shall be subject to the laws of Union Territory of Jammu & Kashmir and to the exclusive jurisdiction of the courts situated at Srinagar/Jammu, Union Territory of Jammu and Kashmir.

XVIII. SERVERABILITY

Should any provision of this Agreement to be found to be invalid, illegal or otherwise not enforceable by any Court of Law, such finding shall not affect the remaining provisions hereto.

NOTICE

Any notice required to be given under the provisions of this Agreement, shall be in writing and shall be deemed to be properly given if sent by hand, registered mail or fax, addressed as follows:

TO THE FIRST PARTY-

TO THE SECOND PARTY-

THE PRINCIPAL SECRETARY,
CIVIL AVIATION DEPARTMENT,
UNION TERRITORY OF JAMMU &
KASHMIR, CIVIL SECRETARIAT,
JAMMU.

In case of change in address, the concerned Party will inform the other in writing.

IN WITNESS WHEREOF THE authorised representatives of the Parties hereto have signed this Agreement on the day and year first above written.

IN PRESENCE OF

1.

(Name & Designation/Address of LESSOR)

2. AUTHORISED REPRESENTATIVE

IN PRESENCE OF

**Commissioner
Civil Aviation Department
Union Territory of Jammu & Kashmir**