

**POLICE**

**HEADQUARTERS**



**JAMMU & KASHMIR JAMMU**

Phone/FaxNo: 0194-2443031/2443032 (Sgr)  
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Website : [www.jkpolice.gov.in](http://www.jkpolice.gov.in)  
E-mail : [phqjk@nic.in](mailto:phqjk@nic.in)

{Provision Section}

**Gist of e-NIT NO. 01 OF 2019**

**DATED: 08 . 01.2019.**

**(SBD)**

1.

For and on behalf of the Governor of Jammu & Kashmir State, e-tenders are invited from reputed and registered Aviation Companies having a minimum fleet of 3 (three) Airworthy Transport Helicopters preferably heavy duty/ air lift or helicopters of equivalent performance for Hiring of a Helicopter on Wet Lease Basis for a term of 01 Year for multi-purpose use of the J&K Police & CAPF as per **Eligibility conditions** mentioned in (Annexure I) and Draft **Wet Lease Agreement (Annexure II)** of this e-NIT.

The e-NIT consisting of qualifying information, eligibility criteria, Bill of quantities, (B.O.Q), Set of terms and conditions of contract and other details can be seen/ downloaded from the J&K State e-Procurement Portal [www.jktenders.gov.in](http://www.jktenders.gov.in) from 08.01.2019(1400 hours) to 29.01.2019 up to 1800 hours. Bidders submitting their bids on-line shall only be accepted and no document other than those mentioned in the e-NIT shall be accepted manually.

The tenders (technical bids only) will be opened online on 31.01.2019 at 1100 hours at Police Headquarters J&K Gulshan Ground Jammu. In case of unforeseen circumstances, the date of opening will be next working day or as notified separately.

A pre-bid meeting Shall be held on 21.01.2018 at 1500 Hrs for clarification of queries of the prospective bidders. The intending bidders shall attend the meeting well in time at Conference Hall Gulshan Ground Jammu.

Detailed tender documents (SBD) with terms and conditions are available on J&K State e-Procurement Portal [www.jktenders.gov.in](http://www.jktenders.gov.in).

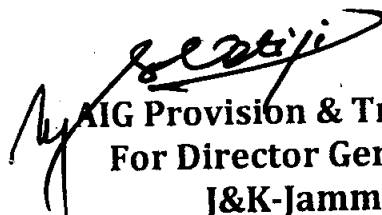
**Sd/  
Mubassir Latifi (JKPS)  
AIG(Provision & Transport),  
For Director General of Police,  
J&K- Jammu.**

**No. Prov-II/Elect-33/2018-19/1330-50**

**Dated: 08-01-2019.**

**Copy to the:-**

1. Principal Secretary to Govt. Home Department J&K Jammu
2. ADGP Security/Armed/CID/HG & CD J&K Jammu
3. All IsGP J&K Police
4. All DIG's of J&K Police .....for favour of information.
5. Director Door Darshan Jammu/Srinagar and Station Director Radio Kashmir Srinagar/Jammu for putting the tender notice on air for three consecutive days.
6. FA/CAO PHQ J&K Jammu for information.
7. Manager Government Press Srinagar / Jammu for publication of the e.tender in Govt Gazette.
8. AIG Communication PHQ J&K Jammu for information with the request to arrange publication of Gist of the e.tender in 02 widely circulated national and 02 State Dailies through information department.
9. S.O e-Procurement PHQ, J&K for information and n/action.
10. S.O (IT) PHQ, J&K for posting the e-NIT available on website of J&K Police.

  
**AIG Provision & Transport  
For Director General of Police,  
J&K-Jammu**



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**JAMMU & KASHMIR JAMMU**

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{Provision Section}

**E-NIT NO. 01 OF 2019**

**DATED: 08.01.2019.**

**(SBD)**

1.

For and on behalf of the Governor of Jammu & Kashmir State, e-tenders are invited from reputed and registered Aviation Companies having a minimum fleet of 3 (three) Airworthy Transport Helicopters preferably heavy duty/air lift or helicopters of equivalent performance for hiring of a Helicopter on Wet Lease Basis for a term of 01 Year for multi-purpose use of the J&K Police & CAPF as per as per **Eligibility conditions** mentioned in (**Annexure I**) and Draft **Wet Lease Agreement (Annexure II)** of this e-NIT.

The e-NIT consisting of qualifying information, eligibility criteria, Bill of quantities, (B.O.Q), Set of terms and conditions of contract and other details can be seen/ downloaded from the J&K State e-Procurement Portal [www.jktenders.gov.in](http://www.jktenders.gov.in) from **08.01.2019(1400 hours)** to **29.01.2019 up to 1800 hours**. Bidders submitting their bids on-line shall only be accepted and no document other than those mentioned in the e-NIT shall be accepted manually.

The tenders (technical bids only) will be opened online on **31.01.2019 at 1100 hours** at Police Headquarters J&K Gulshan Ground Jammu. In case of unforeseen circumstances, the date of opening will be next working day or as notified separately.

S.No.	Particulars	Details
01	Date of commencement of downloading	The e-NIT can be

	of e-Tender document/e-NIT.	seen/downloaded from J&K State e-Procurement Portal <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> from <u>08.01.2019</u> at <u>1400 hours</u> .
02	Last date and time for submission of on-line bids and receipt of samples	<u>29.01.2019</u> up to <u>1800 hours</u>
03	Time/date and place of on-line opening of Technical bids only.	<u>31.01.2019</u> at <u>1200 hours</u> at J&K Police Headquarters Gulshan Ground Jammu.
04	Pre-bid meeting, if any	Shall be held on <u>21.01.2019</u> at <u>1500 Hrs</u> for clarification of queries of the prospective bidders. The intending bidders shall attend the meeting well in time at Conference Hall PHQ Gulshan Ground Jammu
05	Validity of the tender offer	Up to 31.12.2019.
2.	The EMD in case of successful Bidder shall be properly sealed and addressed to <b>AIG Provision &amp; Transport, C/O Director General of Police J&amp;K, Gulshan Ground Jammu</b> . The tender envelopes shall be superscripted " <b>Tender no. &amp; date</b> " for <u><b>hiring of helicopter services on wet lease basis</b></u> .	
3.	All tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is important that scanned copies of each page of the tender document duly completed, page numbered and signed is uploaded with your offer in a sequential manner and not haphazardly.	

4. **Tender Fees.**

The tender fee has been fixed at **Rs.2000/-** (to be deposited into Govt. Treasury under Head 0055-Police for the year 2018-19 which must clearly indicate the name of the firm (depositor) & Tender No. Scanned copy of the treasury challan be uploaded with the tender. The bidder can also deposit the tender fee of Rs. 2000.00 in the form of Demand draft at locations where J&K state treasury is not available and upload the scanned copy of the same with the e-tender". The original may be sent to PHQ J&K, Jammu. The tender fee is non refundable.

The local SSI units are required to pay the tender fee prescribed as per J&K Govt rules. However, the Govt/Semi-Govt. concerns of the J&K State claiming exemption shall append authenticated orders, certificates etc. issued by competent authority in support of their claim.

**Tenders without tender fee shall be rejected.**

5. **Earnest Money Deposit (EMD)**

The intending tenderer/s will have to upload the scanned copy of the Earnest Money of **Rs. 1200000.00** (Twelve Lakh Rupees only) in shape of **Call Deposit Receipt valid at call or FDR/Bank Guarantee valid till 30.12.2019** from any nationalized bank pledged to AIG (Prov/Tpt) PHQ J&K with the tender offer. However, the successful tenderer would have to deposit the Earnest Money Deposit in Original, with Police Hqrs J&K before allotting the work or issuing the work order. The earnest money in the case of unsuccessful tenderer shall be released after finalization of Tenders, where-as in the case of successful tenderers, it will be adjusted towards the security money (required to be deposited) on application, for due performance of the agreed contract. No interest shall be payable by purchaser on the EMD deposited by the tenderer).

The J&K Govt. rules with regard to furnishing of **EMD** in respect of **local Registered SSI** units shall be applicable in letter and spirit. The local SSI units are required to pay the **EMD** prescribed as per J&K Govt rules which at present is 2% of the value of contract or Rs 5000/- whichever is less. For the purpose, SSI units shall have to furnish registration certificate and Functional Certificate of SSI Unit, issued by the competent authority with their tender offer failing which the benefits of SSI units will not be allowed. The Government/ Semi Govt. or similar other concerns, claiming exemption from the payment of EMD shall have to append duly authenticated orders,

	<p>certificate etc. from competent authority supporting their claims.</p> <p>PHQ J&amp;K shall be entitled to forfeit and appropriate the Earnest Money Deposit as damages, submitted by the Bidder(s) under the following circumstances:</p> <ul style="list-style-type: none"> <li>*If the Bid is withdrawn or modified or changed during the Bid validity period or any extension thereof.</li> <li>* If the successful Bidder(s) seek(s) modifications to the agreed terms and conditions of the Tender.</li> <li>* If the successful Bidder fails within the specified time limit to sign the Wet Lease Agreement.</li> <li>* 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.</li> </ul> <p>In addition to forfeiture of Earnest Money Deposit as contemplated above, PHQ J&amp;K may blacklist the successful Bidder and debar it from participating in any future Tenders to be floated by the PHQ J&amp;K for a specified period.</p> <p><b>Tenders without EMD shall be rejected.</b></p>
6.	Rates quoted by the firms should be on firm price basis.
7.	The Bidder who quotes the lowest financial rate per flying hour based on the terms and conditions including the condition of minimum guaranteed 30 flying hours per calendar month 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 and charges of AAI, ATF positioning, lodging/boarding and transportation of all crew both flying and technical shall be declared as the successful Bidder.
8.	Firms shall clearly indicate different taxes, duties, charges which they propose to charge as per the format of Bill of Quantity (BOQ) available with the e-tender, <i>moreover online generation of financial comparative (BOQ Chart) is of indicative nature only and not conclusive. The detailed financial comparative (BOQ Chart) shall be worked out by department and will be uploaded on the website for general information of all the Tenderers.</i>
9.	The approved firm shall be deemed to have fully understood the conditions, specifications and in case of any doubt may seek clarification;
10.	<b>No conditional tender will be accepted/ entertained and shall be out rightly rejected. No other condition than those mentioned (in the terms set-forth) will be entertained;</b>
11.	i. If approved firm backs out or fails to commission the project against

	<p>Work order within stipulated delivery period, the department will be at liberty to procure the item from L-2 firm and differential amount between L-1 &amp; L-2 rates will be recovered from the security deposit furnished by the approved supplier and remaining security deposit will be forfeited besides invoking other penalties which shall include black-listing of the firm etc.</p> <p>ii. If approved firm partially executes the project against Work order within stipulated period, the J&amp;K Police reserve the right to impose liquidity damage charges upto 5% of the un-supplied store upto first 15 days and thereafter penalty can be increased depending upon the nature of services rendered and extent of delay in resumption of such services..</p>
12.	PHQ J&K reserves the right to get the credentials of all the firms re-verified irrespective of the registration status.
13.	PHQ J&K reserves the right to cancel/reject or scrap any or all the tenders, reasonable logical discretion with the purchaser shall remain intact for safe guarding the Govt. interests.

#### **TWO BID SYSTEM:**

All bidders are required to submit their offers in two covers as under;-

**(A) FIRST COVER (Technical Bid) is to be uploaded Online as Scan Copies in PDF format** should contain the following;-

I.	Tender documents all pages duly completed and signed <b>BUT WITHOUT INDICATING THE RATES QUOTED.</b>
II.	All pages of the technical bid/pre-qualification documents must be clearly page marked at the bottom centre of each page before scanning the same and uploaded to e-tendering portal.
III.	Duplicate documents /pages shall not be uploaded by the bidders
IV.	Documents to be scanned, converted to PDF format and subsequently uploaded to the portal must be scanned at 200 DPI(Dots per inch) resolution/scale.
V.	Self attested Scanned copy of valid PAN Card.
VI.	Self attested scanned copies of Income Tax Returns for the last three (03) Financial Years i.e. Financial Year 2015-16, 2016-17 and 2017-18 along with latest tax clearance certificate.
VII.	Self attested Scanned copies of Certified/Audited Financial Statement i.e Bank Statement, P&L A/C/Balance Sheet indicating the Credit worthiness

	of the Service Provider clearly indicating the Annual Turnover/Gross Receipts of last three (03) Financial Years i.e Financial Year 2015-16, 2016-17 and 2017-18.
VIII.	Details of the Bidding Company, specifications of the Helicopter to be offered for services, all relevant technical details, permits, certificates, etc as per <b>APPENDIX -I</b> along with all the relevant supporting documents as mentioned therein.
IX.	Undertaking regarding arrangement for fully airworthy back up helicopter of the same type and with complete details of the pilots and air crew to be provided to the J&K Police.
X.	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.
XI.	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 <b>APPENDIX -I</b> should also be attached.
XII.	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/MRO duly approved by the o/o, DGCA, GOI.
XIII.	Flight safety record/ accidents/incidents, if any during the last (three) 3 years of the air operation of the Helicopter is also to be enclosed. The service ability record of the Helicopter for the last one year is also to be enclosed.
XIV.	Copy of the Board Resolution and/or an appropriate Power of Attorney in favor of the Authorized Signatory of the Bidder is to be enclosed.
XV.	The Technical Bid/Tender, along with a copy of the Tender Document including the draft Deed of Wet Lease Agreement enclosed as ( <b>Annexure II</b> ) with each page duly Signed and stamped.
XVI.	<b>FORMAT OF TENDER LETTER:</b> As per <b>APPENDIX II</b> of this e-NIT.
XVII.	GST Registration certificate along with scanned copies of GST returns till March 2018
XVIII.	Scan copy of the NIT, all pages duly signed & stamped by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT.

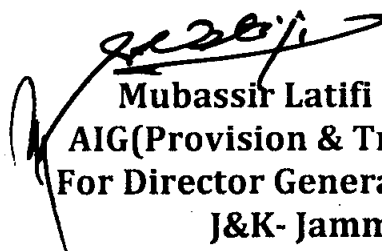


XIX.	Performance statement for last five years as <b>APPENDIX-III</b> of this NIT.
XX.	Check list for tenders as per <b>APPENDIX-IV</b> .
<b>B) SECOND COVER (Commercial/Price Bid)</b> should contain the following:-	
i.	Rate quoted by the firm which should be on firm price basis as per Bill of Quantities (BOQ) of the e-tender to be downloaded from the website and Rates should be carefully quoted offline and then uploaded. The intending firms shall have to quote as per Rate per flying Hour along with minimum guaranteed 30 Hrs of flying per month.
ii.	Rates quoted shall be valid upto <b><u>31.12.2019</u></b> .
14. On due date of on-line opening of tenders i.e. <b><u>31 01.2019 at 1200 hours</u></b> , <b>only technical bid</b> shall be opened and the technical evaluation process will start. Those who qualify the technical bid will be informed online with the announcement of financial bid opening date.	
15. <b><u>Security Deposit.</u></b> The approved firm will have to furnish <b>security deposit to the tune of 5% of the value of contract</b> in the shape of Call Deposit Receipt valid on call from a Nationalized /scheduled Bank, at the time of signing of Wet Lease Agreement to ensure satisfactory performance of the contract. This security deposit will be released after successful completion of period of contract. The charges on stamps etc. (cost of documents in totality) shall be borne by the approved bidder/tenderer while executing the agreement. (No interest shall be paid by the purchaser on the Security deposit). J&K Govt Rules for Security Deposit in respect of local SSI Units shall be applicable.	
16. <b>Payment: Shall be made on quarterly basis (subject to availability of funds)</b>	
17. As soon as the acceptance of the tender is communicated to the successful tender online, the contract shall be binding on him. The earnest money of the tenderer who backs out or withdraw his tender or fails to abide by it after acceptance thereof is communicated/posted to him shall be forfeited besides other penal remedies that may be available to the Govt. of the J&K under the law for the time being in force in the State of J&K;	
18. The tenderer is required to furnish an authenticated copy of latest GST clearance certificates. The PHQ shall be at liberty to put to scrutiny, verification etc. the GST clearance so furnished by the successful tenderer.	
19. The authorities reserve absolute powers to reject or accept any tender or part thereof without assigning any reason and without any legal obligations. Any	

<p>clause incorporated in the tender (not conforming to the e-NIT in any manner) shall make such an offer liable for rejection. Therefore, all the terms and conditions of the tender Notice including technical specification shall be carefully studied for the sake of complete and comprehensive tender. Failure to comply with any of the conditions stipulated herein above or instructions or the offer with insufficient particulars/documents shall lead to out-right rejection of the tender.</p>
<p>20. If after the registration/placement of orders/execution of the agreement and formally depositing the security money, the tenderer backs out or fails to execute the contract/work order, the security deposit will be forfeited besides any other penal measure the department may take as per norms;</p>
<p>21. The formal deed incorporating the terms of the contract will be executed by the successful tenderer immediately after receipt of work order. Failure to execute such bond/deed shall not however prevent the contract from being enforced against the tenderer. Any loss sustained by the Govt. as a result of re-tendering the contract shall be recovered from the defaulter, besides other penal provisions as the department may decide.</p>
<p>22. If the successful tenderer fails to execute the contract within the stipulated period as specifically mentioned in the Work Order, the department shall be at liberty to re-tender or otherwise at his risk and cost. The department may give 15 days notice to the approved bidder in writing to make the loss good.</p>
<p>23. If at any stage of the tender process two or more bidders are found in collusion between /among themselves with the intent to reduce competition, set price, share technical expertise ,share business information /decision, control/share production and or distribution of products and raise prices, all such tenders shall be out rightly rejected.</p>
<p>24. All legal proceedings arising out of any dispute between the parties shall have to be settled in the Courts situated in Jammu and Srinagar and not elsewhere;</p>
<p>25. It shall be incumbent upon the Service Provider to provide services as per the specifications provided in the NIT/work order. Penalty/damages would be imposed and recovered from the bidder as per terms and conditions indicated in the work order.</p>
<p>26. The approved bidder/tenderer shall not sublet the contract or any part thereof to any other agency;</p>
<p>27. PHQ may call any bidder at any stage of the tender process for seeking any clarification.</p>
<p>28. The Department reserves the right to add or suitably modify the terms and conditions at any stage before the offers are received/last date for</p>

submission of bids as per exigencies and hence above shall not be construed as all inclusive.

29. The detailed NIT, SBD and BOQ is available on J&K State e-Procurement portal [www.jktenders.gov.in](http://www.jktenders.gov.in). In case of any clarification, please contact on Phone no. 0194-2443031 and Fax no: 0192-2443032.

  
Mubassir Latifi (JKPS)  
AIG(Provision & Transport),  
For Director General of Police,  
J&K- Jammu.

## **Annexure Ist**

### **ELIGIBILITY CONDITIONS**

**Each bidding company must fulfill the following eligibility conditions:**

1. The Bidder should hold a valid Air Operator Permit (A.O.P) suitable for the type of operations proposed to be carried out in terms hereof:
2. Minimum operation experience 02 years for the Company bidding with each of the pilots involved in the operation must possess a minimum enquired mountain flying experience as laid down by CAR of DGCA for mountain flying.
3. The Air Crew being offered by the Bidder to PHQ J&K should be technically qualified and professionally competent for undertaking all type of flights in the State. His license and hill flying should be current.
4. Minimum fleet of three (3) airworthy Transport helicopters, duly certified and endorsed on its Non Scheduled Operators Permit by DGCA.
5. The Bidder must have a minimum of 4 or more pilots (Pilot in Command & Co-Pilot) on its rolls, each of whom are duly trained/ authorized to fly the helicopters offered and should have been in the direct employment of the Bidder for a minimum period of Three (03) 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.
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 PHQ J&K for rendering services in terms of the Draft Deed of Wet Lease Agreement. The backup helicopter shall be required to be positioned at the 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 J&K Police for ferrying of the backup helicopter.

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.
8. The Bidder shall have to submit Annual Safety Audit Report for the last 02 years, conducted by DGCA, GOI. Surveillance reports of operations and maintenance by DGCA should also be enclosed.
9. The Bidder(s) will be allowed to ground the helicopter for maintenance for 4 days per month. PHQ J&K shall have discretion to deduct charges on pro-rata basis for excess days of grounding beyond authorized number of days based on fixed monthly charges.
10. Helicopter being offered by the bidder should possess the following mandatory specifications/ requirements:
  - a) Should have a valid certificate of airworthiness from the DGCA at the time of Bidding.
  - b) 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 GOI including DGCA, MHA + MoD. All the mandatory modifications issued by the manufacturer or prescribed by DGCA must be complied with all throughout the period of agreement with PHQ J&K.
  - c) Have excellent performance at high altitudes and capable of landing/take off up to an altitude of **12000** feet with the required load as per laid down performance of the helicopter.
  - d) Should be fitted with modern/latest Avionics, NAV equipment, flight & safety equipment etc.

- e) 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.

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

- 1) Requirements of operations of leased aircraft in India as per CAR Section 3 Series C Part-I.
- 2) Requirements for installation of flight Data Recorders as per CAR Section II Series I Part V.
- 3) Requirement for installation of Aircraft equipment and Instruments as per CAR Section-II, Series I, Part II.
- 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 helicopters in mountainous region of Jammu and Kashmir.

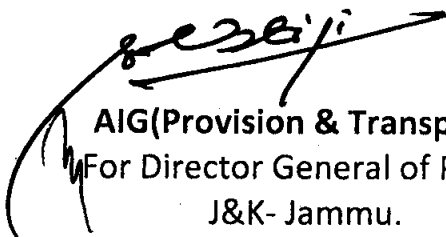
#### **Scope of Services**

The successful Bidder shall carry out its Operations/services in accordance with the terms and conditions contemplated in the draft Wet Lease Agreement (Annexure II) 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 PHQ J&K.

Further, the successful Bidder shall also:

- 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.

- 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.
- 3) Make adequate arrangement of infrastructural facilities for inspection and 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.
- 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 match hours or thereof except service tax or any such tax as may be applicable. Income Tax at Source at the rates applicable from time to time, shall be deducted by PHQ J&K from the monthly bills of the successful Bidder.
- 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) Position the Helicopter at Srinagar/Any other location within the state including Leh and be ready for operations by 01<sup>ST</sup> of April 2019.

  
AIG(Provision & Transport),  
For Director General of Police,  
J&K- Jammu.

## Appendex-I

### 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.

S. No		
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 two years as per audited balance sheet, a copy whereof to be enclosed.	
5.	Annual safety audit Report of last 2 years. (copy to be enclosed).	
6.	Details of earnest money deposit of Rs 1200000.00	
7.	Duration of Validity of Bid	
8.	Type of Helicopter Offered a) Call Sign. Regn. No. of the Helicopter b) Year of Manufacture c) Manufacturer's Name (Proof to be attached)	
9.	i) Passengers/ seats available (excluding Pilots, crew and attendant) ii) No. of seats offered (excluding crew and attendant)	
10.	Number of flying hours done on the Helicopter.	
11.	Number Of available flying hours for next one year on the Helicopter.	
12.	Date of issue of certificate of airworthiness of the Helicopter (proof to be attached).	
13.	Date Of expiry of Certificate of airworthiness.	
14.	Down time per month (Permitted own time 4 days per	



	month)	
15.	copy of full and crew insurance indicating insurance Certificate Number and its validity	
16.	Last major inspection date and time	
17.	Engine Hours per Start Cycle	
18.	Present location of the Helicopter	
19.	Whether in a position to deliver the Helicopter at the base at Srinagar /Any other place within the state including Leh and make the same operational within 06 days from the date of issuance of LOI?	
20.	Bidders total fleet of Helicopters (type with call Sign)	
21.	Total Company staff strength i) Pilots a) Indian b) Foreign Nationals ii) License Engineers. a) Indian b) Foreign Nationals iii) Other staff.	
22.	Past experience (last two years) with details of existing operations.	
23.	a) License 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). c) Hill flying experience of each pilot and air crew (proof to be attached).	
24.	List of safety, navigation/communication equipments etc, available on board the helicopter offered.	
25.	Fuel details *Type of fuel in use *Standard fuel cap on board (Kgs) *Fuel consumption per hour (Kg/Liters/Both)	
26.	Range without Reserve (in Nautical Miles)	
27.	Speed of Helicopter in Knots with i) VNE ii) Maximum Cruising Speed	
28.	Has the Helicopter being offered been involved in any fatal accident in the past five years? If yes, please give brief details of the cause of accident(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 helicopter passengers and their party(ies) as per Tender requirement (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.	Confirmation that Bidder is willing to abide by all the requirements laid down by Civil Aviation Regulatory Authority of India i.e. DGCA as specified in the Tender document.	
33.	Are aviation oxygen masks for air crew and passengers available in the helicopter.	

Signature .....

Name .....

Designation .....

Date .....

(Seal of the Company)

(Authorized Signatory of the Bid)

## **Appendix II**

### **FORMAT OF TENDER LETTER**

(to be submitted with the Technical Bid)

To

AIG Provision & Transport,  
PHQ, J&K Srinagar.

**Subject: Hiring of helicopter on Wet Lease Basis by J&K Police.**

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 J&K Police of a transport helicopter having carrying capacity passengers plus personal baggage/ equipment to various places in Jammu and Kashmir up to the altitude of 12000 ft. requiring crossing over of peaks up to the height of 18500 ft. in full cognizance and compliance with the conditions and regulations of the local government 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 J&K Police, at the price and schedule of rates to be quoted in our Financial Bid.

We further confirm and stipulate as follows:

1. 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 J&K Police and pursuant to their written acceptance thereof, shall constitute a binding contract between us

and the J&K Police upon the terms of this Tender including the Price Schedules accompanying the same.

2. 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 one year 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.

3. We undertake and confirm that the prices quoted in our financial bid shall remain firm and capable of acceptance by you in accordance with the provisions hereof for a period of 180 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:.....

### APPENDIX-III

#### Performance statement for last five years.

Name of the firm	
Description of contract	
Quantity on order	
Value	
Work order completion date as per supply order(to be accompanied with a certificate of the State Police/Central PMF for which work has been executed)	
Contract completed/finalized within original schedule.	
Final completion date of work order.	
Reasons for delay in completion ( if any)	

Signature of Tenderer

#### APPENDIX-IV

##### General instruction/CHECK LIST FOR TENDERERS;

Before submission of tender documents, the tenderers should check whether they have complied with the following requirements of otherwise:-

S.No	Requirement to be checked before submission of the tender	Complied (Please indicate YES or NO after complying with the requirement.
1.	The tenderers for their own ease shall fill in relevant details of NIT offline & upload the same after ensuring accuracy	
2.	Whether tender fee scan copy is enclosed, with the technical bid?	
3.	Whether Earnest Money Deposit (EMD) scan copy is enclosed with the technical bid?	
4.	If an SSI Unit, the same is indicated in the tender and scan copy of valid registration certificate is enclosed or not?	
5.	Whether scanned copy of complete tender documents are uploaded in the technical bid duly signed having official seal on all pages or not?	
6.	Whether tender documents are submitted in two bid system i.e. Technical and Financial Bids separately as per tender enquiry or not?	
7.	Whether offer validity as required in tender enquiry is accepted and indicated in your tender document or not?	
8.	Whether terms of completion period as required in tender enquiry is accepted and indicated in your tender document or not?	
9.	Whether payment terms as required in the tender enquiry is accepted and indicated in your tender document or not?	
10.	Whether compliance statement in the format as required in tender enquiry is enclosed with the supporting technical documents/proof, for each point/parameter or not?	
11.	Whether performance statement for last 3 years as required in tender enquiry in the format is enclosed or not. If not, reason thereof is given?	
12.	(a) Status of tenderer as to whether manufacturer or manufacturer's authorized agent is indicated in your tender document. If authorised agent/dealer, valid authority letter for the stores offered from the manufacturer is enclosed or not.	
13.	If called for in the T.E. whether acceptance of functional demo/field trial clause, is specified in your tender document or not?	
14.	Whether indicated in the tender document, if your firm's business dealings is banned by any Govt/Private agency or recommended for blacklisting or not?	
15.	The complete commercial quote should be in Indian Rupees only. Currency of price should be clearly mentioned (wherever applicable).	
16.	Tenderers are required to indicate Basic Rate, Service Tax/VAT and any other leviable taxes/charges separately in the relevant	

	columns of the BOQ.	
17.	Tenderer will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt/Semi Govt Organizations etc.	
18.	No column should be left blank. Wherever amount is not quoted, the column should be clearly marked as 'Nil'.	

S No	Sensitive Documents part of Technical bid	Non Sensitive Documents
1.	Valid registration certificate/industrial license of original manufacturer for the items quoted	Performance statement of three years
2.	Valid authorization letter of original manufacturer in case of approved dealer	Govt. supply orders for same if any
3.	Valid registration certificate of approved dealer with central/state sales tax department for the items quoted	Income tax clearance
4.	Vat clearance	
5.	SSI unit -registration certificate	
6.	SSI unit - functional certificate	
7.	Scanned copies of EMD and Tender Fee	
8.	Scanned copy of NIT duly Signed & sealed	

**SIGNATURE OF THE TENDERER WITH SEAL**

Annexure II

*Draft* **DEED OF WET LEASE AGREEMENT**

This DEED of WET LEASE AGREEMENT is hereby executed on .....day of..... , 2019.

**By and between**

The Assistant Inspector General of Police, Provision & Transport, PHQ, J&K 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 Transport helicopter/s for its operations in the state of Jammu and Kashmir.

AND WHEREAS, the LESSOR is engaged in the business of providing helicopter services and pursuant to having decided to hire the LESSOR on the same rates as agreed with J&K Police, 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 required No of helicopter/s on the mutually agreed terms and conditions herein contained.

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

**1. INTERPRETATION:**

The following words and phrases shall have the meaning hereby assigned to them:

- 1.1 "Area of operation" denotes any area within the boundaries of J&K.
- 1.2 "Base" means Srinagar/Any other location in the State including Leh where the helicopter and Crew including maintenance facilities upto 500 Hrs servicing will be provided;



- 1.3 **"Main Base"** means Srinagar/Jammu/Leh.
- 1.4 **"Delivery Date"** means the date by which the LESSOR is required to mobilize the helicopter at the base for operation.
- 1.5 **"Flying Charges"** mean the amounts set out for hour of flying.
- 1.6 **"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).
- 1.7 **"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 manufacturer of major components or sub assemblies of the helicopter), civil disturbance, sabotage, epidemic, and 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.
- 1.8 **"Regulatory Authority"** means and Government Body(ies) or Government Department(s) having the responsibility for regulating aviation related matters in the Area of Operation;
- 1.9 **"Emergency"** shall mean any situation which in the opinion of the authorized representative of the LESSEE is:
- 1.9.1 A matter of life or death of any person and /or
- 1.9.2 A matter of serious threat of injury/damage to any person or property of the "LESSEE".
- 2 **"Month"** means Calendar month and "Monthly" shall have the corresponding meaning;
- 3 **"Scheduled Flight"** means a Helicopter flight scheduled in accordance with the programme for the operational day;
- 4 **"Security"** as it relates to the helicopter means all actions taken towards:
- a) Avoidance of ingress by un-authorized personnel
- b) Safety of the Helicopter from intentional damage by any external force;
- 5 **"Service"** means the services carried out by the LESSOR and its personnel under this Agreement as set out in Clause 4;
- 6 **"Scheduled/ Unscheduled Maintenance"** means maintenance required for helicopter as per DGCA's regulations and as prescribed by the manufacturer defect, rectification etc;
- 7 **"Party" or "Parties"** means party or parties to this Agreement;
- 8 **"Out Station"** means any station other than the Base Station;
- 9 **"Term"** means the period set out in clause 3;
- 10 **"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;

- 11 **"Operational Requirement"**: The term "Operational Requirement" in the agreement shall mean:
- a) Passenger lifting,
  - b) Aerial Observation and Visual reconnaissance,
  - c) Inspection duties.
- 12 **"Programme"** means written requisition of the Helicopter for a day indicating time of departure, destination and approximate flight time etc;
- 13 **"Night"** shall mean period between sun set and sun rise;
- 14 **"Watch Hours"** mean the time notified by the Airports Authority of India from time to time for normal operation of different Airports;
- 15 **"VFR"** means Visual Flight Rules as specified by DGCA;
- 16 **"IFR"** means Instrument Flight Rules as specified by DGCA and
- 17 **"Headings"** are of convenience of reference only and shall not reflect the meaning and Interpretation of this Agreement.

## 2 **DELIVERY OF HELICOPTER**

The LESSOR undertakes to deliver the helicopter at Srinagar/Any other location within the state including Leh on or before the Delivery Date. Adherence to the Delivery Date and starting of operations shall be the essence of this Agreement. The LESSOR shall ensure that their Helicopter shall be ready for operations by the Delivery Date, which shall be \_\_\_\_\_. Should the helicopter not be delivered at the Base and made operational on or before the Delivery date, the LESSEE may consider granting extension of time for the delivery of the helicopter, subject to genuine reasons as may be appealed by the LESSOR. If the LESSOR fails to deliver and make the helicopter operational within such extended time limit, the LESSOR shall have the right to cancel the offer/Lol and forfeit the earnest money of the LESSEE. There upon, the LESSEE may at its sole discretion, invite the second lowest bidder to negotiate the rates for the purpose of providing the Helicopter and the LESSOR shall not object to the same.

## 3 **TERM OF AGREEMENT**

The term of the Agreement shall be initially for 01 year and it shall commence from \_\_\_\_\_ and terminate at the Base on the evening of \_\_\_\_\_. However, on or before the expiry of the agreed term of 01 Year, the parties shall, if mutually agreed upon in writing, have the option to renew this Agreement on such terms and conditions as may be agreed upon. At the time of renewal of this Agreement, the LESSEE will however, give a written notice of not less than 15 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 the Agreement.

#### **4     SERVICE**

- 4.1 The LESSOR shall during the Term of Agreement provide the Helicopters in a phased manner as required by the LESSEE and the LESSOR shall ensure that the Helicopters are provided as per "**Operational Requirement**" of LESSE and maintained for operational use as demanded by the LESSEE and its authorized personnel.
- 4.2 The LESSOR shall always provide experienced VFR (Day) licensed Crew for operations and qualified and experienced maintenance crew for servicing of the helicopter in order to maintain the Helicopter for operational use during the Term of this Agreement.
- 4.3 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.
- 4.4 NOTWITHSTANDING the foregoing it shall be the LESSOR's sole responsibility to ensure that same number of passengers are carried as brought out in the NIT reply. In case of reduction of number of passengers before flight due to any reasons whatsoever, the charges of that flight will be proportionately reduced.
- 4.5 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 state of destination Helipad. The LESSOR may vary the proposed destination Helipad(s) after consultation with the LESSEE or its authorized representative.
- 4.6 If the helicopter becomes, or is construed as total loss, the LESSOR shall use its best endeavor to replace at its expense, the contracted helicopter by an identical Helicopter or a helicopter satisfactorily acceptable to the LESSEE within fifteen days of the loss, 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 required Base.
- 4.7 The LESSOR shall possess the necessary current Non- Scheduled Operator's permit to operate the Helicopters, shall ensure that an airworthiness certificate for the helicopters are in place and renewed during the term of the Agreement. The helicopters shall comply with all the laws, rules, regulations, orders, standards, schedules and Civil Aviation requirements (CAR) governing the helicopters in Non- scheduled category of

the DGCA. The Helicopters shall be flown and operated in compliance with such laws and CARs.

4.8 Keeping in View the Exigency and requirement, the Route of air travel would be as per requirement of the LESSEE.

5. **HELICOPTER POSITIONING, AVAILABILITY, MAINTENANCE, SCHEDULED INSPECTION/TECHNICAL SNAGS- REPLACEMENT OF HELICOPTER AND SAFETY.**

5.1 The LESSOR shall make available the Helicopter to the LESSEE for operational use minimum 360 hours of flying for 01 Year Term of this Agreement. The Helicopter should be made available for approximately 30 flying hours in a month during the period of this Agreement.

5.2 The minimum liability of the flying hours for that particular month shall be reduced proportionately in the following eventualities:

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.

5.3 The LESSOR shall be allowed to ground the Helicopter for maintenance at the rate of four days per month during the Term of Agreement. Total days of grounding shall not exceed 48 days in 01 Year. 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 and may be at a liberty to terminate the Agreement in such eventuality. Accumulated days of grounding/ per month may be accumulated for next months.

5.4 The LESSOR will carry out its maintenance, repair overhaul or servicing activities during such times other than the timings of an Operational day so that the flying activity during the days other than ground time as specified in clause 3.3 is not hampered or affected. The LESSOR shall give notice to the LESSEE of any scheduled maintenance to be carried out on the Helicopter at least 7 days in advance.

5.5 If the Helicopter 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.

- 5.6 The LESSOR shall keep one backup Helicopter (of same type and capacity/standard or as acceptable to the LESSEE) ready at their Main Base or at our main Base for immediate replacement of contracted Helicopter prior to grounding of the Helicopter for major (Scheduled) inspections or if it becomes total loss or constructive total loss. The backup (replacement of Helicopter shall be positioned at the Base at Srinagar/Jammu/Leh before such scheduled inspection is due so that normal flying activities are not disturbed.
- 5.7 The backup (Replacement) Helicopter shall be positioned at the launching Base within 48 hours if the Helicopter under service is grounded for technical snag.
- 5.8 No ferry charges shall be paid by the LESSEE for the ferry of Helicopter.
- 5.9 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 it decides to do so.
- 5.10 The LESSEE shall ensure that the Helicopter flying programme shall always be in conformity with DGCA regulations on air crew Flight Time Limitations (FTL), Flight Duty Time Limitations (FDTL) and seventh Day off after six consecutive days of flying to prevent fatigue of the LESSOR's air crew.
- 5.11 The LESSOR shall comply with all Indian Aviation Regulatory and all other applicable laws, rules and regulations of India. The LESSOR shall indemnify the LESSEE/State Govt against the LESSOR's ignorance and / or failing to comply with said laws, rules and regulations. The LESSOR shall also abide by Civil Airworthiness Requirements (CARs). The LESSOR must agree to abide by any other new requirements introduced by DGCA from time to time.
- 5.12 All filed replacement flying 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.
- 5.13 The LESSOR shall deploy full Crew including Pilot with the Helicopter, which shall remain standby 24x7 for meeting various exigencies of the J&K Police and CRPF.
- 5.14 A dedicated helicopter/ crew shall be made available for JKP/ CAPF by the LESSOR.

## **6 FIRST PARTY'S PERSONNEL**

LESSOR shall provide, for the duration of this Agreement for the helicopter and as per LESSEE's requirement, duly rated Pilots and necessary engineering/ maintenance crew

to operate the Helicopter and provide the services to the LESSEE in accordance with this Agreement.

**7.0 BASE**

The LESSEE shall nominate Base as per Requirement where the LESSOR shall station the Helicopter and provide the requirement, personnel, spare parts and tools etc as may be required for the operation of the helicopter.

**8.0 PROVISION OF SERVICES AND FUEL**

- 8.1 The LESSEE shall provide, at the helipads with adequate firefighting equipment, wind direction indicators and current weather information 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 along with commercial power supply facilities at its Base both at Srinagar/Jammu/Leh on payment basis to the LESSOR for inspection and maintenance schedules in case operations are to be undertaken from any Defence Helipads/Airfield, necessary clearance from Defence Authorities will be obtained by the LESSOR.
- 8.2 Security of the Helicopter at helipads/Airfield and security check of passengers, baggage and cargo is required to be carried out and arranged by the LESSEE at all locations where Helicopter service is intended to be availed.
- 8.3 All arrangements for fueling 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.
- 8.4 The LESSOR shall provide portable oxygen equipment whenever the same is required for operations at high altitudes as specified by the DGCA.
- 8.5 Accommodation for the crew and maintenance personnel, their transportation and medical facility at the LESSEE's base at Srinagar / Any other location within the state including Leh will be arranged by the LESSOR at its own expense. Passenger handling and technical handling will be at the expense of LESSOR and LESSEE has nothing to do with it.
- 8.6 Out Station Operations away from the LESSEE's Base shall be forecasted 72 hours in advance and arrangements for crew's lodging and transport within the state of Jammu

and Kashmir and air crew medical check shall be made by the LESSOR at its cost. For overnight stay at places outside Jammu and Kashmir, accommodation, transport, meals etc shall be arranged by the LESSOR at its own expenses.

**9.0 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:

**9.1 FLYING CHARGES**

The LESSEE shall, subject to the provisions of this Agreement in respect of the Helicopter, pay to the LESSOR the corresponding Flying Charges per hour per aircraft for five passengers and pro rata thereof to the nearest multiple of three minutes for the flying hours of the Helicopter @ Rupees .....only (Rs.....) per hour for five passengers plus service tax or any other tax levied thereon as per the applicable laws from time to time. The LESSOR shall periodically provide to the LESSEE, copies of the relevant documents towards proof of having deposited with the concerned authorities, the amount collected from the LESSEE towards taxes.

9.2 The LESSEE shall guarantee minimum 30 hours of flying per month per helicopter during the term of the agreement to the LESSOR, for which Flying charges shall be payable by the LESSEE to the LESSOR on monthly basis. The payment will be released as per no of passengers airlifted unless the load is not offered by the LESSEE.

9.3 In the event the hours contemplated in clause 8.2 and paid for by the LESSEE are not utilized in a particular month, the LESSEE shall have the facility to use the unutilized hours in period during the currency of agreement upto 360 hours in 01 Year. For any increase in flying hours beyond 360 hours in a 01 Year during the period of agreement, the LESSEE shall make payment to the LESSOR on pro rata basis.

9.4 The Flying charges shall be payable by the LESSEE to the LESSOR from the date of commencement of the every Helicopter services at the Base or LESSEE's nominated location including Leh.

9.5 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.

**9.6 LANDING, PARKING AND WATCH EXTENSION CHARGES**

9.6.1 All landing, parking, route Navigation and Housing Charges shall be exclusively borne by the LESSOR.

9.6.2 Extension of watch hours at air fields to meet the requirements of operations, fueling, weather etc shall be arranged and paid for by the LESSOR.

9.7 **FLIGHT LOG**

9.7.1 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. It will be verified by the Pilots of CAD, J&K State.

9.7.2 The LESSOR shall, after each operational Day, prepare a daily flight log in duplicate, indicating inter alia, the flying hours 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 authorized representative of the LESSEE. Also the LESSOR shall within 24 hours of each operational day, give the flight log of the same to the authorized representative of the LESSEE.

10.0 **PAYMENT**

10.1 Effectively hourly charges for five passengers plus 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 in time bound period keeping approval from Government authorities in mind. The period to be reckoned will be from the date of stationing of the Helicopter for operation/service. Actual number of hours flown shall be computed at the end of the term of the agreement and the LESSEE shall pay for any extra hours flown beyond 360 hours during the Term of Agreement.

10.2 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 demand Draft/E- Transfer.

11 **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 Government 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 8.1 and 8.6 above.

In the event the force majeure conditions are reasonably expected to continue for a period of more than 30 days (thirty days), the LESSEE shall have the option of terminating this agreement by giving 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.

## **12 INDEMNITY**

- 12.1 The LESSOR shall indemnify the LESSEE and / or its clients /actual users from against all claims, costs, demands, actions, including legal fee 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.
- 12.2 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.

## **13 INSURANCE**

- 13.1 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 expenses, insurance/self insurance against the risks of war and hijacking.
- 13.2 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.
- 13.3 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.

13.4 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 as per the insurance policy of the Helicopter/s 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.

13.5 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 applicable as per the insurance policy against each and every claim of each individual passenger.

#### 14 **TAXES AND DUTIES**

14.1 All taxes including withholding taxes, duties, levies, fees, charges, costs etc including freight insurance, landing 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.

#### 15 **TERMINATION**

15.1 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 4 herein above.

15.2 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.

15.3 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 notice without assigning any reason whatsoever.

#### 15.4 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 10.

#### 15.5 TERMINATION DUE TO OPERATIONAL PROBLEMS

15.5.01 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 manufacturers/other approved suppliers of the LESSOR, this Agreement may be terminated by giving 15 days Notice in writing by either party.

15.5.02 If either of the party shall fail or neglect to perform or observe any of the terms, conditions and covenants of this Agreement, this Agreement shall be terminated by giving 30 days notice in writing by the affected party to the other party.

15.5.3 The LESSEE shall have an unqualified option to forfeit the Earnest Money and / or Performance Bank Guarantee and / or blacklists the LESSOR and / or terminate this Agreement.

- i) If the LESSOR fails to position the Helicopter at the Base in Srinagar/Jammu on or before the stipulated date.
- ii) 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 backup helicopter during grounding of the leased helicopter for technical snags.

#### 15.6 CONSEQUENCES OF THE 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.

#### 16. CONFIDENTIALITY

16.1 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 and 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.

16.2 Clause 15.1 shall serve even after the termination of this Agreement.

17. **ARBITRATION**

17.1 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, J&K State, who shall be appointed as the Sole Arbitrator for adjudicating upon the disputes and differences in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator shall be reasoned one and made in writing in English language. The award shall be final and binding upon both the parties.

17.2 The Arbitration proceedings shall be conducted at Srinagar/ Jammu J&K State.

17.3 During the period of Arbitration there shall be no suspension of the Agreement.

18. **COURT, JURISDICTION AND APPLICABLE LAWS**

All Questions, disputes or difference arising under or out of or in connection with this agreement shall be subjected to the laws of J&K and to the exclusive jurisdiction of the Courts situated at Srinagar, J&K State.

19. **SEVERABILITY**

Should provision of this Agreement be found to be invalid, Illegal or otherwise not enforceable by any court of Law, such findings shall not affect the remaining provisions hereto

20. In the eventuality of acute need of Helicopters, if the LESSOR is unable to cater to the requirement of the LESSE, in that eventuality LESSE would be at liberty to obtain the Services of some other Aviation firm provided the firm would offer the same/Similar Rates/ Services during the operation of existing contract with the LESSOR.

**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 send by hand, registered mail or Fax, addressed as follows:

**TO THE FIRST PARTY-**

Mubassir Latifi (JKPS)  
**AIG (Provision & Transport),**  
For Director General of Police,  
J&K- Jammu.

**TO THE SECOND PARTY-**

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

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

**IN PRESENCE OF**

**1.**

Mubassir Latifi (JKPS)  
**AIG (Provision & Transport),**  
For Director General of Police,  
J&K- Jammu.

**2.**

**Authorized Representative**