



**TENDER DOCUMENT
FOR
HELICOPTER SERVICES
FOR
SHRI AMARNATHJI YATRA 2014 AND 2015**

This document contains:

**Notice Inviting Tender
General Terms and Conditions
Schedule A
Schedule B**

TENDER NO. SASB/ NIT/ 01 / 2013

DATED: 13 .11.2013

**Last Date for submission of Tender: 10th December 2013 upto 2.00 PM
(1400 hrs)**

Shri Amarnathji Shrine Board

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Notice Inviting Tender For Helicopter Services for the Shri Amarnathji Yatra 2014 and 2015

NIT NO. SASB/NIT/01/2013 dated 13.11.2013 Last date for filing of Tenders: Till 2 PM, 10.12.2013
Date of opening of Tenders: 10.12.2013 (at 3 PM)

NOTICE INVITING TENDER

Shri Amarnathji Shrine Board (SASB) invites bids from reputed and registered Aviation Companies, having a minimum fleet of three airworthy light helicopters (for the sector for which the Company is interested in bidding), endorsed on its **Non Scheduled Operators Permit**, for flight operations in the air space of J&K in the Neelgrath-Panjtarni-Neelgrath and Pahalgam-Panjtarni-Pahalgam sectors, purely on leave and license basis, for an initial period of the Yatra periods in two consecutive years i.e. 2014 and 2015.

2. Sealed bids, duly affixed with Rs. 5/- Revenue Stamps, are invited for turnkey operations in a **two bid format – TECHNICAL and FINANCIAL** – each filled separately and properly sealed. Both the bids should be placed in a third cover, in the manner specified in **Annexure** of the Tender Document. The aforesaid bids must reach the Shri Amarnathji Shrine Board Office by or before **10th December, 2013 upto 2.00 P.M.** The **Technical Bids** shall be opened by the Tender Committee in the presence of the bidders who may choose to be present, on **10th December, 2013 at 3.00 P.M.** **The date of opening of Financial Bids shall be intimated only to the eligible short listed bidders after evaluation of the Technical Bids.** Separate Bids have to be submitted for each of the above referred sectors of operation.
3. A copy of the Tender Document, along with detailed Terms and Conditions, can be obtained during working hours from the Office of **Chief Accounts Officer, SASB**, against a non-refundable / non-transferable tender fee of Rs. 5000/-, or can be downloaded from our website "www.shriamarnathjishrine.com". The downloaded tender form must be accompanied by a Demand Draft for Rs.5000/-, as tender fee, in favour of the "Shri Amarnathji Shrine Board", payable at Jammu.
4. Any conditional tender OR tenders which are not appropriately sealed in the aforesaid two-bid format OR tenders not appropriately dropped in the specified Tender Box, or received by post after the specified date and time shall not be entertained. The scope of the helicopter services, activities and other Terms and Conditions, are detailed in **Annexure** of the Tender Document.

**Additional Chief Executive Officer
Shri Amarnathji Shrine Board**



General Terms and Conditions for the Helicopter Services for the Shri Amarnathji Yatra 2014 and 2015

Abbreviations:

SASB	: Shri Amarnathji Shrine Board
DGCA	: Director General of Civil Aviation
BCAS	: Bureau of Civil Aviation Security
NSOP	: Non Scheduled Operator Permit
ATF	: Aviation Turbine Fuel
ATC	: Air Traffic Control
MET	: Meteorology
IAF	: Indian Air Force
SOP	: Standard Operating Procedures
C of A	: Certificate of Air-worthiness
C of R	: Certificate of Registration
CEO	: Chief Executive Officer

1. Bids are invited for helicopter operations on the following two sectors:
 - i) Neelgrath - Panjtarni - Neelgrath
 - ii) Pahalgam - Panjtarni - Pahalgam

Bid for each route is required to be submitted separately.

2. The Bidder should possess the requisite number of helicopters, along with all required statutory and other clearances for operational safety etc. from the DGCA, BCAS, Ministry of Defence or any other concerned Authority, as may be required for operating in the air space of J&K.
3. The Successful Bidder (hereinafter referred to as '**Operator**'), shall require to park **two** operating helicopters at Neelgrath (4 kms from Sonamarg; the latitude and longitude of the helipad at Neelgrath is 34° – 17' – 12" North, 75° – 19' – 48" East, respectively; RL 8950 feet), or Pahalgam as the case may be. Each Operator should also put in place a stand-by helicopter of the same specifications as approved, to be operated in the event of an emergency or in case the regular helicopter operating on any of the routes becomes un-worthy of flight, failing which a penalty at the rate specified under **Clause 28** will be imposed. The Operator shall operate its helicopter service from the heliports provided by the SASB at Neelgrath, Pahalgam and Panjtarni. The Bidder must be willing to operate with another Operator flying on a given route with a maximum limit of two operating Helicopters per Operator at a time.
4. The initial period of license shall be for a period of two years i.e. 2014 and 2015 (conforming to the Yatra duration each year, as notified by the SASB), which may be extended for a further period of one year i.e. 2016 Yatra, solely at the discretion of the SASB, on Terms and Conditions as may be agreed to and settled between the SASB and Operator(s). The Operator(s) shall accept and adhere to all the Terms and Conditions laid down by SASB, and enter into an **Agreement(s)** with the SASB in the format prescribed by the SASB, for the initial license **term of two years**, within a period of 15 days from the date of award of the contract; failing which the security deposit in full (Rs. 20 Lakh) shall be forfeited and credited to the account of the SASB. Besides, such a

bidder shall be blacklisted for a period of five years. **The word “year” will cover the duration of Yatra in the given year, as duly notified by the SASB.**

5. The Company shall carry out the flight operations daily, with least inconvenience to the Yatris, subject to fair weather conditions and clearance by the ATC.
6. It shall not be permissible for the Bidders to form a consortium to complement their respective areas of expertise or for any other reason(s).

7. The Bidding Company must fulfill the following eligibility conditions:

- a) Minimum flying experience of 5 years, with each of the flying pilots possessing a minimum mountain flying experience of 1500 hrs. (as on 31.10.2013).
- b) Minimum fleet of three airworthy light helicopters endorsed on its NSOP (for the sector for which the Company is interested in bidding, at the time of bidding (excluding its normal / scheduled / maintenance / accidental helicopters), with due clearance and approval from DGCA for flight operations.

Note: In case a Bidding Company intends to bid for both the sectors, it should possess a fleet of six airworthy light helicopters endorsed on its NSOP.

- c) The Bidder should offer a minimum **carrying capacity of 4 passengers @ 80 kg + 10 kg baggage for each passenger.** The pilots and air crews to be deployed with the helicopters should be technically qualified and professionally competent. The technical specification of the helicopter, including safety parameters, shall be furnished along with the Technical Bid.
- d) The Bidder must have a **minimum of 4 pilots** on its rolls, each of whom is duly trained / authorized to fly the helicopters, who should have been in the direct employment of the Bidder for a minimum period of 6 months, on the date of bidding.
- e) Copies of currently valid C of A, C of R, Weight Schedule etc., issued by DGCA and other competent authorities, for the operation of the helicopters, will be furnished along with the Technical Bid. The Bidder will furnish the Registration Number of each of the Helicopter which shall operate on the permitted sector (s). All such helicopters must be endorsed on their NSOP.
- f) The helicopters offered by the Bidder must comply with the mandatory modifications issued by its Manufacturers. Furthermore, the mandatory modifications prescribed by DGCA, and other modifications as are applicable, must be complied with.
- g) The Bidder shall have to submit Annual Safety Audit Report for the last three years, conducted by a reputed and certified Safety Auditor, authorized as per norms prescribed under the BCAS / DGCA guidelines.
- h) The Bidder must not have faced penal action for breach of any Contract concerning Heli-operations entered into with any Authority / Company / Agency / Body etc., leading to unsuccessful completion and premature termination of / expulsion from any Contract since 1st April, 2010 till the last date of submission of bids. Any such unsuccessful completion leading to premature termination of / expulsion from the Contract since April, 2010, would render the bidder ineligible in terms of the present NIT. The bidder shall be required to submit along with the Tender Document, proofs of having satisfactorily completed all its Contracts entered into or carried over into the period since 1st April, 2010 till the last date of submission of bids, as well as list of all the Heli-operation contracts being carried out during this period.

8. The Operator shall have to comply with the following requirements during its operations:
 - a) Loading of the helicopter at helipads prior to the flights shall be the responsibility of the Pilot-in-Command, who shall take the deciding call on satisfying himself on all accounts and on behalf of the Operator, for all kinds of safety requirements.

- b) The flight crew shall be subjected to pre-flight medical check-ups prior to the commencement of the flights for the day, as per DGCA stipulations, and responsibility for the same shall be of that of the Operator.
 - c) Safety briefing of the passengers prior to the flight shall be carried out by the trained and authorized personnel of the Operator. Embarkation / Disembarkation of the passengers shall be done under the strict supervision of trained and authorized personnel of the Operator.
 - d) The Operator shall draw and display, prior to day's operations, detailed guidelines for operational activities on all helipads of operation, indicating the nature of duties and responsibilities entrusted to its personnel and general coordination procedures including action to be taken during emergencies and also for search and rescue operations.
 - e) Whenever required, the Operator shall obtain due clearance from IAF, Srinagar, as well as MET information from the detachment based at the relevant station.
 - f) Spare forms for reporting the incidents/ occurrences must be available with the operating Pilots.
 - g) The number of persons on board shall be strictly limited to that laid down by DGCA for every Make/Model of the helicopter and a copy of the same shall be furnished in advance to the SASB.
 - h) An additional external battery is required to be carried on board on all the sorties to Panjtarni in case the helicopter is required to be switched off there.
 - i) Combined SOP approved by DGCA, shall be strictly adhered to, in letter and spirit. Deviation, if any, shall require the prior formal approval of DGCA.
 - j) Fuel at Helipad locations shall be stored only in authorized and standardized containers. The prescribed safety signs shall be displayed at the storage site, as laid down in the Petroleum Act, 1934, and the relevant rules thereunder.
 - k) For fueling of helicopters, proper fuel filters must be used. Sampling bottles should be of standard size.
 - l) Proper trestles will be used by the staff to carry out repairs / maintenance of the helicopters. Under no circumstances, filled fuel barrel should be used for this purpose.
 - m) The following facilities, duly coordinated with the SASB, shall be provided by the Operator(s):
 - i. Fire fighting equipments and arrangements relating to their operation, as per DGCA Guidelines.
 - ii. Marking of Helipads.
 - iii. Installation of Wind Socks.
 - iv. Escorting of passengers for emplaning / deplaning at all the landing spots.
 - v. Check-in counters and display boards.
 - vi. Tamper proof refueling arrangements.
 - vii. Co-ordinated VHF communication at Neelgrath / Pahalgam / Panjtarni.
 - n) Change of crew will not be allowed with **rotor “on”** position in a single pilot configuration.
9. Each Bidder will deposit a Security Deposit of Rs. 20 Lakh (@ Rs.10 lakh for each year of operation for each route) in favour of the Shri Amarnathji Shrine Board, along with the

Technical Bid. The Security Deposit made by the Operator shall be retained and refunded / adjusted at the end of the license period.

10. The Operator for a particular route will pay a lump sum amount of Rs. 50,000/- on account of landing and parking charges to SASB for each year of operation. This amount shall be payable to the SASB 14 days prior to the date of commencement of the Yatra in each year.
11. (i) For the maintenance or service of the Helicopters, the SASB shall provide the services of hepta hanger at its Heliport at Neelgrath / Baltal, on a monthly (30 days) charge of Rs. 50,000/- per Operator, payable to the SASB. The full amount for the whole duration of an year's Yatra (as announced by SASB) shall be remitted every year to the SASB at least 14 days prior to the date of commencement of the Yatra. However, for parking / maintenance at Nunwan (Pahalgam), the Operator shall make its own arrangements.

(ii) The SASB, if so required by the Operator, may provide a suitable accommodation for four (4) pilots and eight (8) Technicians / ground staff at Baltal Base Camp, in SASB prefab accommodation (with attached toilets) @ Rs. 800 for a four bed hut and @ Rs.1000 for an eight bed hut, per day. Similar facility may also be provided, at the same rate, in other Camps, subject to the availability of accommodation in those Camps. However, the Operator shall be required to deposit the full rent in advance i.e. 14 days before the commencement of Yatra, for the full duration of Yatra, if any accommodation is availed by it.
12. The Operator shall be required to open its sub-Office, with the requisite staff, at Srinagar at least 15 days before the commencement of each year's Yatra and at Neelgrath and Pahalgam, as the case may be, one week ahead of the day of commencement of each year's Yatra and, interalia, display the approved passenger fare structure, the mode of refund in case of cancellation of flight, and other Terms and Conditions. Failure to open the offices at stipulated places within the prescribed timelines shall invite a penalty of Rs. 20,000 per day for each instance of violation. The Operator shall also provide complete details of cancellation charges depending upon the time of cancellation on its website. The Operator will need to adequately notify and adhere to any other condition, which may be prescribed by SASB in regard to travel by heli-copters.
13. CEO, SASB shall notify the system which shall be followed, from time to time, for the allotment / reservation / booking of the seats. For this, a detailed SoP shall be separately notified by the Shrine Board, which would include detailed mode and place of booking of tickets. The SoP in this regard shall be notified separately not later than one month before the commencement of the annual Yatra every year. The Operator shall abide by all the instructions of the SoP.
14. Not even a single ticket shall be booked / promised to be booked by the Operator(s) under any circumstances, unless so mandated by CEO, SASB.
15. Serially numbered Boarding Passes shall be printed in 3 sections out of which one foil shall be issued to the passenger, the second foil to be retained by the Operator, and the third foil to be handed over to the representative of the SASB present on the spot. All these foils shall be printed distinctively with three different colour schemes depicting "For Passenger", "For Operator" and "For SASB".
16. The authorized personnel from the SASB may conduct surprise checks or be present at the counters to ensure that there is no overcharging of the authorized passenger fares or any other aberration leading to harassment of the Yatri / passenger or loss of revenue to the SASB. **The Boarding Passes shall be mandatorily checked by the SASB staff specially deputed for the purpose, before boarding of passenger. One foil of the Boarding Pass shall be retained by the SASB staff.**
17. Operator shall be under obligation to accord preference to the Senior Citizens (more than 60 years old), and differently abled persons and to other persons as may be directed by CEO / Additional CEO, SASB while boarding the passengers.

18. During the Yatra period, the Operator will furnish the below stated daily statement, by 1900 hrs. every evening, indicating the volume of traffic for the day from all the sorties, to enable the SASB to regulate Darshans of the Yatris traveling by helicopter:

Date	Ticket No.	Name of Passenger, Adult / Child	Compulsory Health Certificate (CHC) - Authority who issued it, Issue No. and date (Photostat copy of the CHC to be attached)	Boarding Pass No.	Travelling from _____ to _____	Amount charged Rs._____	Remarks

19. (i) The Bidder shall quote rates of tariff / ticket prices per passenger (inclusive of all costs, insurance premium and taxes) for passengers in Adult-fare category. However, the Operator, in the event of any sharp increase in the aviation fuel costs or any additional taxes imposed by the Government after the finalization of the license agreement, may apply for seeking an enhancement in the passenger fare only after one year of operation of the Contract i.e. for Yatra 2015, which may be considered and permitted only after proper evaluation of all such considerations and only to the extent which is adjudged by CEO, SASB to be justified and such decision of CEO, SASB shall be final and binding on the Operator(s).

(ii) In the Financial Bid, the Bidder must indicate, separately, the specific component of the fare, relating to the expenditure on account of fuel consumption, for the purpose of calculating any hike in the passenger fares, to be considered by CEO, SASB, in the event of fuel (ATF) price hike in the future. Any hike in fare, if affected as a result of hike in ATF cost, will apply only to the ATF component of the helicopter fare and such enhancement shall be made only after due approval from CEO, SASB. The following policy for cancellation of ticket(s) shall be followed and the amount of refund shall be returned within 48 hours of the receipt of request of cancellation from the passenger or his / her authorized Agent:

#	Time of Cancellation	Amount of Refund
a	0-59 min before the departure of shuttle	No Refund.
b	60 min - 23:59 hrs. before the departure of shuttle	50% Refund, after deducting Credit Card Transaction Fee as actually charged by the Bank and Administrative Charges @ Rs. 150/- per passenger.
c	24 hrs. – 47:59 hrs. before the departure of shuttle	70% Refund, after deducting Credit Card Transaction Fee as actually charged by the Bank and Administrative Charges @ Rs. 150/- per passenger.
d	48 hrs. or more before the departure of shuttle	Full Refund after deducting Credit Card Transaction Fee as actually charged by the Bank and Administrative Charges @ Rs. 150/- per passenger.
e	Shuttle cancelled by Operator	Full fare Refund.
f	No show by passenger	No Refund. [In all such cases, the entire money (full amount of ticket price) shall accrue to the Board]

(iii) In the event of cancellation of any flight on a given day, first preference shall be given to the stranded passengers on the next day of operation provided that the affected passengers wish to avail of such a service. In other words, there shall be no fresh

booking on the succeeding day unless and till such time that all the passengers who could not travel because of the cancellation of flight on the preceding day are fully accommodated. **On the cancellation of any flight, refund without levying the standard cancellation charges shall be made to the passengers at the place where they are stranded viz. Neelgrath / Pahalgam / Panjtarni, or at any other place as mutually convenient, to enable them to make alternative arrangements.**

- (iv) **The Operator shall pay an amount of 15% royalty on the sale of each ticket, as fixed royalty, for the authorized helicopter operations, from Neelgrath, Pahalgam and Panjtarni heliports. The royalty will be calculated on the rate of the tickets as decided in the contract Agreement, or as may be subsequently enhanced by CEO, SASB as per the prescribed procedure. In case of no show by the passenger (ref: clause 19 (ii) f), the entire money (full amount of ticket price) shall accrue to the Board as Royalty. In the event of an increase in the rate of passenger fares, after due approval from CEO, SASB, the amount of Royalty will be enhanced proportionately, based on the amount of the revised tariff. However in the event of a voluntary reduction in the rate of tickets, the amount of royalty will not be reduced proportionately and will be calculated as 15% of the original helicopter fare as decided in the contract Agreement or subsequently revised upward as indicated in para (i) above. Royalty amount shall be calculated, at the close of each day's flying operations, and remitted to SASB daily. Refund on account of cancelled tickets as well as revenue received on account of advance booking shall also be duly reflected in the daily statements / accounts and adjusted after accounting for sales from the SASB Office. The balance due to the Operator shall be handed over to it on every Sunday.**
 - (v) The Operators shall charge Registration and Helipad Handling Charges @ Rs.150/- per ticket for one way journey from passenger Yatris, and deposit the same with the Shrine Board along with the Royalty on daily basis.
 - (vi) **Each Operator shall provide one charter service from Srinagar to Panjtarni and back, at least two days each week on rotation basis, the fares for which will be settled by the Operator(s) in consultation with CEO, SASB. The Operator(s) will offer the charter services through advance booking, through procedure prescribed by CEO, SASB. The Operator shall pay an amount of 15% royalty on the fares of charter service settled by CEO, SASB in consultation with the Operators.**
 - (vii) **Shrine Board in its own discretion shall be at liberty to levy any additional price on ticket tariff during the contract period, which shall accrue entirely to SASB, and shall be binding on the Operator(s).**
20. **The Operator shall be liable to pay the amount due along with an interest at the rate of 18% per annum to the SASB, in the case of payment is not made within 15 days of the due payment date; besides attracting any other penal consequence arising out of violation of any other clause of the Terms and Conditions of the Agreement.**
21. With a view to minimize stay / waiting time at the Panjtarni Heliport, return journey from Panjtarni to Neelgrath shall be made on first-come-first-serve basis, regardless of the Operator a pilgrim had used for reaching the Panjtarni Heliport from Neelgrath. Mutual adjustments of amounts due among the two Operators as a result of swapping of passengers will be done and shall be intimated to the authorized representative of SASB every day at the close of the daily flying operations.
22. All other equipment / infrastructure for communication, meteorological facilities, medical facilities, fire-fighting and safe flying operation etc. shall be the sole responsibility of the Operator, who shall provide it as per norms prescribed by DGCA / other agencies. The Operator shall make its own arrangements, at its own cost, for establishing two-way

communications to be provided at the helipads and also with the helicopter in operation for communicating the weather conditions, safety measures, etc. through modern and reliable communication systems. It shall also be the joint responsibility of the Operators to formulate a common SOP to co-ordinate its communication / operations with each other, if any permitted, as also with any Government run or other Helicopters in the area, for smooth, safe and hassle free operations.

23. The Operator shall comply with all laws / rules made thereunder / regulations in respect of the following and provide:

- (a) Workman's compensation and all other existing laws with reference to employing, safeguarding, insuring and protecting all the employees / labour engaged by the Operator. It shall insure all its employees / labour employed / engaged for any service against third party bodily injury / loss of life during the entire period of such employment / engagement by the Operator and as per statutory provisions.
- (b) Third Party Legal Liability Insurance to indemnify the SASB of all sums which the Operator shall become legally liable to pay for bodily injury, property damage, baggage loss etc. or any of them, caused by an occurrence arising out of the ownership, maintenance or use of aircraft.
- (c) Passenger Liability Insurance to indemnify in respect of all sums which shall become legally payable for admitted liability of Rs. 7,50,000/- per passenger or as laid down by the prescribed authority (whichever is higher), 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 Operator.
- (d) Personnel baggage's liability insurance in respect of damage to or loss of any property caused whilst being carried by a helicopter or in the course of any of the operations of loading or unloading to the extent of Euro 1250 per case.
- (e) Combined Single Limit Insurance Cover (Bodily injury / property damage / baggage loss etc) as mentioned at 23 (b), and (d) above, of a minimum of Rs. 50,00,00,000/- (Rupees Fifty crore), or to the minimum amount laid down by the prescribed authority, for any occurrence, whichever is higher.

24. All standard security procedures as advised by the local security authorities, DGCA and BCAS shall be adhered to by the Operator. However, necessary assistance for providing security cover at all the places of operation shall be arranged by SASB in co-ordination with the Government of J&K. Security related fee / charges, if any, on this account, shall have to be borne by the Operator(s), in equal ratio.

25. The Operator(s) will need to settle with the SASB, the number of trips per day on Neelgrath - Panjtarni - Neelgrath and Pahalgam - Panjtarni - Pahalgam sectors, on the basis of pilgrim traffic and the authorized time available under the daily schedule, taking into account the weather conditions. However, all efforts shall be made by the Operator to accommodate maximum passenger traffic within the limits of DGCA regulations, flight safety and weather conditions. In the event of any dispute between the Operators, the schedule provided by the SASB shall be binding on the Operator(s).

26. Every Operator shall provide to SASB, free of cost, one seat per day per helicopter, on return journey basis, to be utilized at the discretion of the CEO / Additional CEO, SASB, or any other officer specifically authorized by CEO, in this behalf. **In the event of any such seat remaining unutilized on any day, the same may either be monetized at the prevailing full market rate or converted into flying minutes (minutes taken to fly to-&-fro on the specific route) and consolidated on every Sunday or any mutually agreed day, and credited into the account of the SASB. The Operator shall be under obligation to provide upto a maximum of 20 seats on a given day, against the un-utilized seats referred above, over a period of time, on a requisition by CEO or any other officer(s) authorized by him. The choice of conversion into flying minutes or money will be the prerogative of CEO, SASB.** The SASB shall be

free to use the helicopters in any other sector of J&K State either by utilizing its encashable / non-lapsable quota of free flying time at its disposal or on payment of the requisite fee to the Operator.

27. The Operator shall arrange transportation of seriously ailing pilgrims, physically challenged pilgrims, or officers on duty to (and fro) Neelgrath / Pahalgam or Srinagar on the specific authorization of the CEO, SASB, at the expense of the SASB, at the rate of Rs. 60,000/- per flying hour. For conveyance of the Hon'ble Governor of J&K, (Chairman, SASB) to any place in J&K, the rate shall be Rs. 70,000/- per flying hour on a twin-engine helicopter.
28. The Operator shall ensure availability of at least two airworthy helicopters at all times during the Yatra period. Failure to maintain two helicopters in airworthy condition shall be considered as violation of the Contract and may result in imposition of fine and / or any other penalty deemed fit by CEO, SASB. However, in the case of reduced pilgrim traffic as a whole, during any Yatra and due to any reason, an Operator may be allowed to withdraw a helicopter on the specific approval of the CEO, SASB, failing which a penalty @ Rs. 20,000/- per day per Helicopter per Operator shall be imposed.
29. The Operator shall carry out its operations in customer (Yatri) friendly manner and ensure that no undue inconvenience / hardship is caused to the Yatris. In the event of receipt of any complaint regarding inconvenience having been caused to the pilgrims, the matter shall be investigated by the CEO, SASB or his representative. In case the complaint pertains to the Operator's crew/staff, the same shall be investigated by the CEO, SASB, and if the complaint is found to be genuine, the Operator shall take appropriate action as directed by the CEO, SASB. The bidder / Operator will be required to promptly furnish information as sought by CEO, SASB or his representative.
30. The license shall be co-terminus with the expiry or afflux of the Yatra period and other conditions specified in the Agreement.
31. In case of occurrence of Force Majeure conditions, the Operator shall promptly inform CEO, SASB about occurrence of such conditions. On receipt of the Operator's report and after ascertaining as to whether Force Majeure conditions exists (such as a Government order / regulation, war, an accident creating a disturbed condition, terrorist activity, court order, strikes/ riots, civil commotion etc). CEO, SASB shall suspend the Operator's license. SASB shall not be liable for any damage or liability of any kind arising out of Force Majeure conditions and/ or any other cause beyond the reasonable control of SASB.
32. If for any reason the Neelgrath Helipad does not become operational for Yatra 2014 or Yatra 2015, the contract shall automatically get cancelled / annulled. The SASB shall not bear any cost or responsibility whatsoever in case of such an eventuality.
33. The SASB shall not be liable for what-so-ever consequences arising out of any accident, incident, mishap, or any event relating to the operation of the helicopter services of the Operator, who shall be solely and exclusively liable for any injury, damage or liability of any kind arising directly or indirectly out of its operations.
34. Any contact with the press about any matter connected with the current tender proceedings may lead to the disqualification of the Bidder.
35. The Operator(s) shall not issue any press statement or held press conference during the contract period to give its opinion regarding: (i) Shri Amarnathji Yatra; (ii) heli-services for Shri Amarnathji Yatra; or (iii) Shri Amarnathji Shrine Board.
36. **Separate Bids will have to be submitted for each route of operation.** The Bidder shall submit the Bid in the **Two-Bid format:** the first part in a sealed envelope superscribed "**TECHNICAL BID**" shall contain a) TECHNICAL BID, with all relevant technical details as per **Schedule - A** along with all the relevant supporting documents, background of the Company, specifications of the helicopters etc., and b) a security deposit in the form of a Bank Draft **for Rs. 20.00 Lakh in favour of the Shri Amarnathji Shrine Board.** The second part - the FINANCIAL BID **shall be submitted separately as per Schedule - B**, in a separate sealed envelope superscribed "**FINANCIAL BID**".

Both the covers separately sealed and superscribed TECHNICAL BID and FINANCIAL BID, respectively, shall be placed in a third sealed envelope superscribed (in CAPITALS) as follows:

"TENDER OFFER FOR HELICOPTER SERVICES FROM _____ TO PANJTARNI FOR THE SHRI AMARNATH JI YATRA 2014-15"

The offer, along with the Terms and Conditions duly signed, and enveloped as described above, must be dropped by hand in the sealed **Tender Box** (clearly marked "**TENDER BOX FOR HELI SERVICE – YATRA 2014-15**") placed in the office of the Shri Amarnathji Shrine Board, Chaitanya Ashram Talab Tillo, Jammu, by 2 PM on 10th December 2013. Alternatively, the sealed Tenders may be sent by Registered Post / Speed Post / Courier, addressed to the Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu. **The Tenders sent by post must also reach by 2 PM on 10th December 2013, failing which they shall not be considered. The SASB shall not be responsible for any Postal Delay.** Any conditional tender OR tenders which are not appropriately sealed in the two-bid format, as explained above, OR tenders not appropriately dropped in the Tender Box as advised OR tenders received after the stipulated date and time, shall not be entertained. Any cutting or overwriting in the Tender Documents will also make the bid liable for rejection. All the pages of the bids will be serially numbered and stamped by the bidder. The Technical Bids shall be opened by the Tender Committee, on 10th December 2013 at 3.00 P.M., at Raj Bhavan, Jammu, in the presence of the bidders who may choose to be present. The date of opening of Financial Bids shall be intimated only to the bidders who qualify Technical Bid evaluation.

37. Submission of bid by the Operator will be deemed to mean that the Bidder has accepted all the Terms and Conditions of the Tender Notice. The Bidder must commit to his bid remaining valid for four months from the date of submission.
38. The Operator shall not indulge in any activity which is inimical to the interests of the Shri Amarnathji Yatra or tarnishes the fair name of the Shri Amarnathji Shrine Board. The Bidder / Operator shall be under obligation to provide, within the prescribed time, all information / details sought by the CEO, SASB, or any other officer authorized in this behalf from time to time. Failure to provide information within prescribed time will amount to the violation of the Terms and Conditions of the Contract / NIT.
39. The Operator(s) will not enter into Agreement / Contract with any other Operator for carrying Yatris / passengers to Neelgrat / Panjtarni / Pahalgam / Holy Cave / Sheshnag or any other place in the Yatra area, without the prior approval of CEO, SASB.
40. The Operator shall have to accept the nomination of an Arbitrator by the Chairman, Shri Amarnathji Shrine Board (Hon'ble Governor, J&K), for adjudication of all doubts, disputes and differences of opinion relating to and arising from the terms and conditions of the Agreement to be executed between the parties, including the differences relating to interpretation of meanings and expressions relevant to the Agreement. The decision of the Arbitrator shall be final and binding on both the parties and shall not be called in question on any ground whatsoever.
41. All questions relating to the arbitration shall be determined in accordance with provisions of the J&K Conciliation and Arbitration Act, 1997, and the Competent Court in Jammu shall be the Principal Court for the purpose of jurisdiction.
42. **Any violation of the Terms and Conditions shall hold the Operator liable for the termination of its licence, forfeiture of the security deposit or further such other action as the CEO, SASB may consider necessary.**
43. CEO, SASB shall have absolute right to reject any bid or all the bids, without assigning any reason.

SCHEDULE-A

FORMAT FOR TECHNICAL BID

COMPANY BACKGROUND AND HELICOPTER SPECIFICATIONS TO BE SUBMITTED ALONG WITH THE BID.

(Each of the three pages is to be signed separately)

The Bidder is advised to give the necessary information required against the respective columns:

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. Is your Company holding Operator's
Approval from the Regulatory Authority
(please attach copy) :
3. ISO 9001-2000 certification OR any
other accredited certification of the
Company duly supported with documentary
proof. :
4. Annual turnover of the Bidder relating
to helicopter operations for the last five
years as per audited balance sheet, a copy
whereof to be enclosed. :
5. Annual Safety Audit Report of last 3 years
(copy to be enclosed) :
6. Detail of Security Deposit of Rs. 20.00 lakh
(No, date, etc.) :
7. Duration of validity of bid (should be at least
four months) :
8. Number and types of Helicopters offered :
 - a) Call Sign / Regn No. of the helicopter
 - b) Year of Manufacture
 - c) Manufacturer's Name
(Proof to be attached)
9. i) Passenger seats available in each
helicopter (excluding Crew and
Attendant) :
ii) No. of seats offered in each
helicopter (excluding Crew and
Attendant) :
10. Number of flying hours done
on each helicopter :

11. Number of available flying hours for next six months on each helicopter :
12. Date of issue of Certificate of Airworthiness of each helicopter (proof to be attached) :
13. Date of expiry of Certificate of Airworthiness :
14. Down time per month (permitted down time 4 days per month) :
15. Copy of hull & crew insurance indicating insurance certificate Number and its validity :
16. Last major inspection date & time :
17. Engine Hours / start cycles :
18. Location of the Helicopter :
19. Mobilization time required from the present location to Camp. :
20. Bidder's total fleet of helicopters (type with call sign) :
21. Total company staff strength :
 (i) Pilots
 (ii) Licensed Engineers
22. Past experience (last 5 years) with details of existing operations :
23. (a) Licensing details of the pilots, Engineers in support of their rating category & experience on type of the helicopters at their credit (Proof to be attached) :
 (b) Hill flying experience of each pilot (Proof to be attached) :
24. List of safety, navigation / communication equipments etc. available on board of the helicopter offered :
25. Fuel details
 - Type of fuel in use :
 - Standard fuel cap on board (Kgs) :
 - Fuel consumption per hour (KG/ltrs both) :
26. Range without reserve (in Nautical Miles) :
27. Speed of the Helicopter in Knots with
 i) VNE
 ii) Max Cruising Speed :

28. Has any of the company's helicopters been involved in any fatal accident in past 5 years. If yes, please give brief details of the cause of accident. Details of any other significant accident / incident may also be provided. :
29. List of existing clientele :
30. Whether Terms & Conditions as per annexure A-I are fully acceptable. :
31. Confirmation regarding provision of the Insurance Cover for helicopter passengers and third party (attach copy of policy/certificate) :
32. Will total work be handled by the Bidder? If not, give details of work to be out-sourced :
33. Confirmation that the Bidder shall abide by the requirements laid down by Civil Aviation Regulatory Authority in India. :

Signature _____
Name _____
Designation _____
Date _____

(Authorized Signatory)

SCHEDULE-B

FORMAT FOR FINANCIAL BID

1. Tariff

Sector	Tariff / Ticket Price (in Rs.) (For Yatra during 2014 and 2015)	
	Helicopter Fare (Adult)	
	Total Passenger Fare (Rs.)	ATF component of the total passenger fare (Rs.)
Neelgrath to Panjtarni OR Panjtarni to Neelgrath (one-way)
Pahalgam to Panjtarni OR Panjtarni to Pahalgam (one way)

Note:

- i) Neelgrath -Panjtarni- Neelgrath fare (Both way) shall be presumed to be double of the Neelgrath -Panjtarni fare.
- ii) Pahalgam-Panjtarni-Pahalgam (Both way) fare shall be presumed to be double of the Pahalgam to Panjtarni fare.

2. Insurance Policy

The company shall have the statutory insurance cover of Rs._____ for each adult and Rs._____ for each child passenger.

We unconditionally accept all the “General Terms and Conditions” in respect of Tender Notice No._____.

Signature _____
Name _____
Designation _____
Date _____
(Authorized Signatory)