



Request For Proposal (RFP) of

**PROVIDING HELICOPTER (MI-17) SERVICES DURING
SHRI AMARNATHJI YATRA 2022 AND 2023**

**This document contains: Detailed Notice Inviting Tender (DNIT)
General Terms and Conditions Schedule A Schedule B**

TENDER NO. SASB/ NIT/ 2022/73

DATED: 31.05.2022

Last Date for submission of Tender: 07.06 2022 up to 1600 Hrs

Shri Amarnathji Shrine Board

Chaitanya Ashram, Talab Tillo, Jammu-180002 (Nov-Apr)

2nd Floor, Block III Engineering Complex, Rajbagh, Srinagar (May-Oct)

**Jammu: 0191-2555662; Fax 0191-2503399/ 0194-2313146/147/148; Fax
0194-1313149**



Notice Inviting Tender

1. Shri Amarnathji Shrine Board (SASB) invites bids from reputed registered Aviation Companies, which have a minimum fleet of three Airworthy Helicopter (MI-17)s (for operating in the sector for which the company is bidding), endorsed on its Non Scheduled Operators Permit (NSOP) **OR** Companies authorized to apply on their behalf.
 - 1.1 SASB intends to hire a Helicopter (MI-17) on hourly rate basis to transfer pilgrims from Srinagar to Pahalgam/ Neelgrath during Shri Amarnathji Yatra period. Bidder to quote a per hour of Flying rate which should include the following:
 - a) Boarding, Lodging & Transportation (BLT) of Aircrew and Technical team
 - b) Ground Handling charges at all places
 - c) GST at the present applicable rate
 - 1.2 Hourly rate quoted should be calculated taking into account for 03 hours minimum assured in a day. Operator should also quote for hourly rate if minimum assured is raised to 04, 05 & 06 hours per day.
 - 1.3 Subject to all other conditions being satisfied, the lowest amongst the bids will be accepted.
 - 1.4 Detailed terms and conditions are elaborated in ANNEXURE-A of the Tender document.

**General Terms and Conditions
For providing
Helicopter (MI-17) Services for Shri Amarnathji Yatra 2022 and
2023**

1. Bids are invited for Helicopter (MI-17) operations on hourly rate including BLT, Ground handling & GST.
2. The Bidder should possess the requisite number of Helicopter (MI-17), along with 03 nos. of pilots plus adequate staff per Helicopter. All are 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 airspace of Jammu and Kashmir.
3. The Successful Bidder (hereinafter referred to as '**Operator**'), shall require to park one operating Helicopter (MI-17) at Srinagar Airport/ Helipad. The Operator shall operate its Helicopter (MI-17) service from the heliports provided by the SASB at Srinagar Airport/Helipad.
4. The Bidding Company must fulfill the following eligibility conditions:-
 - a) The Company of its own must have minimum flying experience of 10 years, with each of the flying pilots possessing a minimum mountain flying experience of 1500 hrs. (As on 31.12.2021).
 - b) Minimum fleet of three air worthy Helicopter (MI-17) 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 Helicopter (MI-17)], with due clearance and approval from DGCA for flight operations.
 - c) The Bidder should offer a minimum carrying capacity of permissible passengers @ 80 kg + 10kg baggage for each passenger. The pilots and aircrews to be deployed with the Helicopter (MI-17) should be technically qualified and professionally competent. The technical specification of the Helicopter (MI-17), including safety parameters, shall be furnished alongwith the Technical Bid.
 - d) The Bidder must have a minimum of 03 pilots per Helicopter (MI-17) on its rolls, each of whom is duly trained /authorized to fly the Helicopters (MI-17) offered in the tender document, with specific reference endorsed in the flying license issued by the Competent Authority.

- 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 (MI-17), will be furnished along with the Technical Bid. The Bidder will furnish the Registration Number of each of the Helicopter (MI-17), which shall operate on the permitted sector(s). All such Helicopters (MI-17) must be endorsed on their NSOPs.
 - f) The Helicopters (MI-17) offered by the Bidder must comply with the mandatory modifications issued by its Manufacturers. Furthermore, the mandatory modifications prescribed by DGCA, and any other modifications as 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.
5. The Operator shall have to comply with the following requirements during its operations:
- a) Loading of the Helicopter (MI-17) 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 conspicuously draw and display in at least two languages (English/ Hindi), 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 stations.

- 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 as laid down by DGCA for every Make/ Model of the Helicopter (MI-17), and a copy of the same shall be furnished in advance to the SASB.
- h) Combined SOP and any other relevant guidelines /instructions as approved by DGCA from time to time, shall be strictly adhered to, in letter and spirit. Deviation, if any, shall require the prior formal approval of DGCA.
- i) The operator shall be responsible for making safe refueling arrangements as per the provisions under the Petroleum Act 1934 and relevant rules there under. Fuel at Helipad locations shall be stored only in authorized and standardized containers.
- j) For fueling of Helicopters (MI-17), proper fuel filters must be used. Sampling bottles should be of standard size.
- k) Proper trestles will be used by the staff to carry out repairs / maintenance of the Helicopters (MI-17). Under no circumstances, filled fuel containers should be used for this purpose.
- l) 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/ de-planing a tall the landing spots.
 - v. Check-in counters and display boards.
 - vi. Tamper proof refueling arrangements.
 - vii. Coordinated VHF communication at Neelgrath / Pahalgam
- m) The operator shall provide its workforce in decent uniforms and with identification badges at its own cost. The personnel provided by the operator shall be of good character, physically fit, efficient and skillful in their assigned duties. The operator shall provide the antecedents of its employees duly verified by the concerned police authorities /security agencies, as the case may be.

6. Each successful Bidder will deposit a **Security Deposit of Rs. 30 Lakh (@ Rs.15 lakh for each year** of operation for each sector) in favour of the Shri Amarnathji Shrine Board, before execution of the Agreement. The Security Deposit made by the Operator shall be retained and refunded /

adjusted at the end of the license period, if so required, as per the terms of Agreement, only after satisfaction of SASB that the operator has not incurred any other financial liability on any account whatsoever.

7. The Operator for a particular route shall be liable to pay a lump sum amount of **Rs.1,00,000/-plus applicable GST & any other taxes, if any** on account of 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, each year.
8. 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 any sharp increase in the price of fuel (ATF) in the future. Any hike in fare, if affected as a result of sharp hike in ATF cost, will apply only to the ATF component of the Helicopter (MI-17) fare and such enhancement may be considered by CEO, SASB keeping in view all relevant factors
9. 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 (MI-17) in operation for communicating the weather conditions, safety measures, etc. through modern and reliable communication systems.
10. The Operator shall comply with all laws /rules made there under / 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 be come 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 air craft.

- (c) Passenger Liability Insurance to indemnify in respect of all sums which shall become legally payable for admitted liability of **Rs. 10,00,000/-** 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) Personal baggage's liability insurance in respect of damage to or loss of any property caused whilst being carried by a Helicopter (MI-17) or in the course of any of the operations of loading or unloading to the extent of **Rs.1,00,000/-** per case.
 - (e) Combined Single Limit Insurance Cover (Bodily injury / property damage / baggage loss etc.), 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.
11. 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.
12. The Operator shall carry out its operations in customer (Yatri) friendly manner and ensure that no undue inconvenience / hard ship 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 authorized representative. In case the complaint pertains to the Operator' screw/ 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 authorized representative.
13. The operator shall be responsible to maintain the record and clear all tax liabilities (including local taxes/ fees/ cesses or any other fee levied by any competent authority) whatsoever may be required under law and also as may be prescribed during the currency of the license period. Any neglect or omission shall hold the operator liable under law.
14. 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, pandemic like COVID-19 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.

14. 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 (MI-17) 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.
15. Any contact with the press about any matter connected with the current tender proceedings may lead to the disqualification of the Bidder.
16. The Operator(s) shall not issue any press statement or hold 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.
17. The Financial Bids of only technically qualified and eligible short listed bidders shall be opened. While the company bidding the lowest tariff (**L1 bidder**) shall be eligible for award of contract as one of the operators.
18. That the successful bidder be further required to get the license deed duly registered with the competent registration authority and the expenses, if any, shall be borne by the licensee.
19. The Bidder shall submit the Bid in the **Two-Bid format**: the first part in a **sealed envelope super-scribed "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 (MI-17) etc., and b) a **Earnest Money Deposit** in the form of a **Demand Draft for Rs.15 Lakh in favour of Shri Amarnathji Shrine Board payable at Srinagar**. The second part-the **FINANCIAL BID** shall be submitted separately as per **Schedule-B**, in a separate **sealed envelope super-scribed "FINANCIAL BID"**. Both the covers separately sealed and super-scribed **TECHNICAL BID and FINANCIAL BID**, respectively, shall be placed in a **third sealed envelope super-scribed (in CAPITALS)** as follows:

"TENDER OFFER FOR PROVIDING HELI COPTER SERVICES FOR THE SHRI AMARNATHJI YATRA 2022 AND 2023"

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 HELISERVICE-YATRA 2022 AND 2023"**) placed in the office of

the **Shri Amarnathji Shrine Board, 2nd Floor, Engineering Complex, Rajbagh, Srinagar, by 1600 hrs on 07.06.2022.** Alternatively, the sealed Tenders maybe sent by Registered Post / Speed Post / Courier, addressed to the **Chief Accounts Officer, Shri Amarnathji Shrine Board, PMGSY building, Engineering, Complex, Rajbagh, Srinagar.** **The Tenders sent by post must also reach by 1600 hrs on 07.06.2022,** failing which they shall not be entertained. **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 should be serially numbered and stamped by the bidder. **The Technical Bids shall be opened by the Tender Opening Committee, on 07.06.2022 at 1630 hrs, at SASB Office, PMGSY Building, Engineering, Complex, Rajbagh, Srinagar.,** 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.

20. 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 weeks from the date of submission.
21. The Operator shall not directly or indirectly 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 an 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 Tender Notice.
22. Any cutting / over-writing in the Tender will not be allowed and the Tender will be liable to be rejected. All the pages of the bid should be serially numbered, signed and stamped by the bidder.
23. In case of any variation in the amount in words and figures of the bid, the amount in words shall prevail.
24. In the event of any doubt, dispute or difference of opinion in regard to terms & conditions of the agreement, the concerned parties shall endeavor to settle the same amicably with the SASB through any officer nominated in this behalf. In case, any such doubt, dispute or difference of opinion remains unresolved, the matter shall be referred to the Hon'ble Lieutenant

Governor, J&K (Chairman of SASB), who shall be competent to refer the same to any retired Hon'ble Judge of the High Court of Jammu Kashmir & Ladakh for its resolution. The decision so rendered or award, if any, passed shall govern the rights, duties & obligations of the concerned parties and shall be final. No such disputes shall be referred during the currency of the Yatra.

25. All questions relating to the arbitration shall be determined in accordance with provisions of the Arbitration and Conciliation Act, 1996 and the amendments thereto and any re-enactment or modification thereof and the rules framed there under.
26. Any violation of the Terms and Conditions shall hold the Operator liable for the termination of its license, forfeiture of the security deposit, or any other such action as the CEO, SASB may consider appropriate.
27. The allotment of the contract shall be subject to professional norms, good ethics and best managerial skills. The Board shall have the right to independently subjugate all these norms.
28. Chief Executive Officer, SASB reserves the right to modify/ relax any of the terms & conditions of the Tender by declaring / publishing such amendments in a manner that all prospective parties to be kept informed about it.
29. NOTE: All the above mentioned terms and conditions as per Tender Document are indicative in nature and not exhaustive.
30. Chief Executive Officer, SASB shall have the absolute right to reject any or all the bids, without assigning any reason, whatsoever.

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

SCHEDULE-A

FORMAT FOR TECHNICAL BID

COMPANY BACKGROUND AND HELICOPTER (MI-17) SPECIFICATIONS TO BE SUBMITTED ALONG WITH THE BID.

(Each of the pages is to be signed separately)

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

#	Particulars of information	To be filled by the bidder
1.	Name of the owner of the Helicopter (MI-17): If not registered in the Bidder's Name, then 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 of the same)	
3.	ISO 9001-2000 certification OR any other accredited certification of the Company, duly supported with documentary evidence.	
4.	Annual turnover of the Bidder relating to Helicopter (MI-17) operations for the last five Years as per audited balance sheet, a copy thereof to be attached.	
5.	Annual Safety Audit Report for last three years conducted by a reputed and certified Safety Auditor, authorized as per norms prescribed under the BCAS / DGCA guidelines (Copies to be enclosed)	
6.	Detail of Earnest Money Deposit (EMD) of Rs. 15.00 lakh. (Instrument No and date etc.)	
7.	Duration of validity of bid (should not be less than four months)	
8.	Number and Types of Helicopters (MI-17) offered: a. Call Sign / Registration Number of the Helicopter (MI-17): b. Year of Manufacture: c. Manufacturer's Name: (Proof to be enclosed)	
9.	Capacity of Helicopters (MI-17) offered: i. Passenger seats available in each Helicopter (MI-17) (excluding crew and attendant): ii. Number of seats offered in each Helicopter (MI-17) (excluding crew and attendant):	
10.	Number of flying hours done on each Helicopter (MI-17):	
11.	Number of available flying hours for next six months on each Helicopter (MI-17):	

12.	Date of issue of Certificate of Airworthiness for each Helicopter (MI-17): (Proof to be attached)	
13.	Date of expiry of Certificate of Airworthiness:	
14.	Down time per month (permitted downtime 4 days per month):	
15.	Copy of hull and crew insurance, indicating Certificate No and its validity:	
16.	Last major inspection date and time:	
17.	Engine hours/ start cycles:	
18.	Location of the Helicopter (MI-17):	
19.	Mobilization time required from the present location to desired Camp:	
20.	Bidder's total fleet of Helicopters (MI-17) (with Type and Call Sign):	
21.	Total staff strength of the Company: i. Pilots; and ii. Licensed Engineers	
22.	Last five years' experience, with detail of existing clientele/ operations:	
23.	Particular of Pilots: a. Licensing detail of pilots, Engineers in support of their rating category and experience on Type of Helicopters (MI-17) at their credit (with proof): b. Hill flying experience of each pilot (with proof):	
24.	List of safety, navigation/ communication equipments etc., available on board of the Helicopters (MI-17) offered:	
25.	Fuel details: - Type of fuel in use: - Standard fuel cap on board(kg): - Fuel consumption per hour (kg/ltr):	
26.	Range without reserve (in nautical miles):	
27.	Speed of the Helicopter (MI-17)s in Knots with: i. VNE ii. Max Cruising Speed	
28.	Whether any of the Company's Helicopters (MI-17) been involved in any fatal accident in past five 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 the Terms & Conditions of the Tender are fully acceptable. This needs to be certified as declaration at Schedule – B.	
31.	Confirmation regarding provision of the Insurance Cover for Helicopter (MI-17) passengers and third party. (Copy of the Policy/ Certificate to be attached)	
32.	Will total work be handled by the bidder alone? If not, give details of work to be Outsourced (except for the technical operations):	
33.	Confirmation that the bidder shall abide by the requirements laid down by Civil Aviation Regulatory Authority in India:	

34.	Notarized affidavit stating that whether any penal action has been taken against the Company for breach of Contract concerning heli-operations leading to unsuccessful completion and premature termination of / expulsion from any contract since 1 st April, 2016.	
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Signature _____
Name _____
Designation _____
Date _____

(Authorized Signatory)

SCHEDULE-B

FORMAT FOR FINANCIAL BID

1. Tariff

#	Sector/ Particular	Order of preference	Tariff / Ticket Price (in Rs.) (For Yatra during 2022 and 2023)	
			Helicopter (MI-17) Fare (Adult)	
			Amount in Rs. (In both figures and words)	ATF component of the basic passenger fare and rate of ATF (in Rs.) (In both figures and words)
a)	Srinagar to Neelgrath OR Neelgrath to Srinagar (one-way basic fare)			
b)	Add: Registration & Helipad Handling Charges		170/-	
c)	Add: Royalty @ 15% of Basic Fare			
	Sub Total "A" (a+b+c)			
d)	Add: GST @ __% on Sub Total "A" above			
	Total fare to be charged from customers (A+d)			
	Total fare in words & figures:			
e)	Srinagar to Pahalgam OR Pahalgam to Srinagar (one-way basic fare)			
f)	Add: Registration & Helipad Handling Charges		170/-	
g)	Add: Royalty @ 15% of Basic Fare			
	Sub Total "B" (e+f+g)			
h)	Add: GST @ __% on Sub Total "A" above			
	Total fare to be charged from customers (B+h)			
	Total fare in words & figures:			

Note:

a. The GST wherever mentioned shall be applicable as declared by Government rates and subject to changes made by Government from time to time.

b.

- | |
|---|
| <ul style="list-style-type: none">i. Srinagar - Neelgrathii. Srinagar - Pahalgam |
|---|

2. Insurance Policy

The company shall have the Statutory Insurance Cover of Rs. _____ for each adult and Rs. _____ for each child passenger.

Declaration:

We unconditionally accept all the “General Terms and Conditions” in respect of Tender Notice No. SASB/DNIT/2022/ dated 31.05.2022.

Signature _____

Name _____

Designation _____

Date _____

(Authorized Signatory)