



TENDER DOCUMENT
FOR
PROVIDING HELICOPTER SERVICES
DURING
SHRI AMARNATHJI YATRA 2019 AND 2020

This document contains:

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

TENDER NO. SASB/ NIT/ 2018/ 59

DATED: 26.12.2018

Last Date for submission of Tender: 18th January, 2019 upto 2.00 PM

Shri Amarnathji Shrine Board
Chaitanya Ashram, Talab Tillo, Jammu-180002
Ph. 0191-2555662, Fax 0191-2503399



Notice Inviting Tender

For Helicopter Services for the Shri Amarnathji Yatra 2019 and 2020

**NIT NO SASB/NIT/2018/59 dated 26.12.2018 Last date for filing of Tenders: Till 2 PM, 18.01.2019
Date of opening of Tenders: 18.01.2019 (at 3 PM)**

NOTICE INVITING TENDER

1. Shri Amarnathji Shrine Board (SASB) invites bids from reputed registered Aviation Companies, which have a minimum fleet of three Airworthy light helicopters (for operating the sector for which the company is bidding), endorsed on its Non Scheduled Operators Permit (NSOP).
 - 1.1 Interested Companies may bid for flight operations, purely on leave and license basis, in the air space of Jammu & Kashmir in the **(i) Neelgrath- Panjtarni-Neelgrath and (ii) Pahalgam- Panjtarni- Pahalgam sectors** during the period, of successive Yatras in 2019 and 2020.
2. Sealed Bids, duly affixed with Rs. 5/- Revenue Stamps, are invited for turnkey operations in a **two bid format** – i.e. **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 **(18th January, 2019, upto 2.00 P.M.)**. The Technical Bids shall be opened by the Tender Opening Committee in the presence of the bidders who may choose to be present, on **18th January, 2019 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. Financial Bids of technically disqualified bidders will not be opened.**
- 2.1 A bidder who is eligible to operate on a single sector would require to furnish technical bid for one sector and financial bid for both sectors i.e. (i) Neelgrath- Panjtarni-Neelgrath sector AND (ii) Pahalgam- Panjtarni-Pahalgam sector;
- 2.2 A bidder who is eligible to operate on both the aforesaid sectors would require to submit technical and financial bids separately for each of the said two sectors;
- 2.3 The bidder must be willing to operate with another Operator flying in a given sector with a maximum limit of two operating Helicopters per Operator at a time;
- 2.4 A Company which bids to operate in one sector shall require to furnish, along with the Technical Bid, an **Earnest Money Deposit (EMD) of Rs. 15.00 lakh** in favour of Shri Amarnathji Shrine Board. However, only the successful bidders shall have to furnish a **Security Deposit of Rs. 30.00 lakh** before execution of the Agreement, failing which the EMD of Rs. 15.00 lakh shall be forfeited and the bidder will be blacklisted for five years. The Company which bids to operate on both the sectors shall have to furnish two separate **EMDs @ 15.00 lakh for each sector;**
- 2.5 A company which is technically and otherwise eligible to operate only on a single sector shall be required to bid for both the sectors and indicate:
 - (i) first preference for _____ * _____ sector
 - (ii) second preference for _____ * _____ sector.

[*fill in the name of the sector**]

[Note: **If the first preference is for Neelgrath- Panjtarni – Neelgrath sector, the bidder will write 1 (first) under the column “Order of Preference” in Schedule- B; resultantly the bidder will record 2 (second) against the Pahalgam-Panjarni- Pahalgam sector.]

3. Subject to all other conditions being satisfied, the lowest among the bids in respect of each sector will be accepted if the lowest bidder is eligible to operate in the given sector. If the bidder is eligible to operate in both the sectors and his bids are found to be the lowest in respect of each of the two sectors, he may be awarded both the sectors;
 - 3.1 Any bid which is found to be the lowest for a given sector shall qualify for acceptance and thus, the lowest bidder may be awarded contract to operate in such sector, notwithstanding whether this sector is the bidder's first or second preference;
 - 3.2 Chief Executive Officer, SASB, reserves the right to award either of the two sectors to the Companies which are the winning bidders irrespective of preference. Any omission, refusal or any failure on the part of such bidder to operate on the awarded sector shall render the Earnest Money Deposit liable for forfeiture and blacklisting for five years, notwithstanding the fact that the allotted sector was not the first preference of such bidder.

Explanation:

A Company which is eligible to operate only in one sector shall not be required to submit an additional Earnest Money Deposit for the sector which is indicated as the bidder's second preference.

4. A copy of the Tender Document, along with detailed Terms and Conditions, can be obtained during working hours from the Office of **FA & Chief Accounts Officer**, SASB, against a non-refundable / non-transferable tender fee of Rs. **5900/-** (including GST @ 18% on 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. 5900/-, as tender fee, in favour of "Shri Amarnathji Shrine Board", payable at Jammu (and enclosed in the Technical Bid).
5. 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.
6. A **pre-bid** conference will be held on 03.01.2019 on 11:00 AM. The prospective bidder may contact the office of Additional Chief Executive Officer (on 0191-2555662) to register themselves for the pre-bid conference.

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



General Terms and Conditions for providing Helicopter Services for Shri Amarnathji Yatra 2019 and 2020

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, SASB

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

Note: Bidder is required to submit Bid for both the sectors.

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 at Clause 29 hereunder 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. 2019 and 2020 (conforming to the Yatra duration each year, to be notified by the SASB), which may be extended for a further period of one year i.e. 2021 Yatra, solely at the discretion of the CEO, SASB, on the **renegotiated** 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 **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 EMD in full (i.e. **Rs. 15.00 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 Earnest Money Deposit (EMD) of the successful bidder shall be adjusted with the Security Deposit of Rs. 30.00 lakh and that of unsuccessful bidder shall be refunded back to them.
6. 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.
7. 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) such as acquiring the minimum qualification for the tender.
8. **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 31.12.2018)¹.
 - 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. The helicopters offered should not be **older than ten (10) years vintage** endorsed on its NSOP.
 - c) The Bidder should offer a minimum carrying capacity of 5 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 offered in the tender document, with specific reference endorsed in the flying license issued by the Competent Authority, and 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 NSOPs.
 - 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 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.
 - h) The bidder shall also furnish complete information regarding any mishap or accident of any of its helicopter (s) during the last five years as well as the result of any such enquiry held in the matter.
 - i) The Bidder must not have attracted any 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, 2014** till the last date of submission of

¹ The bidder should furnish a copy of an AOP (NS) issued by DGCA at least 5 years prior to date of submission of bid,

bids. Any such unsuccessful completion leading to premature termination of / expulsion from the Contract since April, 2014, 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, 2014 till the last date of submission of bids, as well as list of all the Heli-operation contracts being carried out during this period.

9. 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 conspicuously draw and display in atleast 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, 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 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.
 - j) The operator shall be responsible for making safe refueling arrangements as per the provisions under the Petroleum Act 1934 and relevant rules thereunder. 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. It shall be the responsibility of the operator to provide the safe storage facility for ATF (Aviation Turbine Fuel) with the capacity of minimum fuel storage for the heli operation service of 7 days.
 - 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 containers 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. Coordinated VHF communication at Neelgrath / Pahalgam / Panjtarni.

n) Change of crew will not be allowed with rotor “on” position in a single pilot configuration.

10. 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.

11. The Operator for a particular route will pay a lump sum amount of **Rs. 1,00,000/- plus applicable GST** 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, each year.

12. The SASB, if so required by the Operator, may provide a suitable accommodation for four (4) pilots and eight (8) Technicians / ground staff at Neelgrath / Baltal Camp, in SASB prefab accommodation (with attached toilets) @ Rs. 1000 plus applicable GST for a four bed hut and @ Rs.1200 plus applicable GST 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 to be availed by it.

13. 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, inter-alia, 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 plus applicable GST for each instance of such 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 helicopters.

14. The 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.

15. 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.

16. 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".

17. 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 and Baggage manifests 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.
18. 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.
19. 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, failing which a penalty @ Rs. 500 per day with applicable GST shall be imposed:

Date	Ticket No.	Name of Passenger, With age	Identity proof (details of PAN / Voter / Aadhar Card etc)	Compulsory Health Certificate (CHC) - Authority who issued it, Name of State, Issue No. and date	Travelling from _____ to _____	Amount charged Rs. _____	Full address of the passenger with email-id and phone number	Name of the Nominee
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20. (i) The Bidder shall quote the rates of tariff / ticket prices per passenger (inclusive of all costs, Registration & Helipad Handling Charges, Royalty and GST) for passengers in Adult-fare category. The passenger fares shall not be increased during the period of contract. In case Government reduces or withdraws any tax the cost of ticket shall be reduced to the extent of such reduction accordingly by the Operator. 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 2020 only, which may be considered and permitted only after proper evaluation of all such considerations and only to the extent as 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 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 fare and such enhancement may be considered by CEO, SASB keeping in view all relevant factors.
 - (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 current 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 plus applicable GST** on the **basic fare** 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 (viii) (a) and (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, if any, shall be remitted to SASB weekly i.e. Monday.
- (v) The Operators shall charge Registration and Helipad Handling Charges @ **Rs.150/ plus applicable GST** 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 may be permitted to provide charter service from Srinagar to Panjtarni and back, only on the specific approval of CEO, SASB; the fare 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, after obtaining approval of the modalities from CEO, SASB. The Operator shall pay an amount of **15% royalty plus applicable GST thereupon** on the fares of charter service as 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).
- (viii) 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 application/ request for Cancellation	Amount of Refund
a	0-59 min before the departure of shuttle	No Refund. [In all such cases, the entire money (full amount of ticket price after deducting Taxes) shall accrue to the Board]
b	60 min - 23:59 hrs. before the departure of shuttle	50% Refund, after deducting all Taxes, Debit/Credit Card or any other Transaction Fee as actually charged by the Bank and Operator's Administrative Charges @ Rs. 150/- per passenger.
c	24 hrs. – 47:59 hrs. before the departure of shuttle	70% Refund, after deducting all Taxes, Debit/Credit Card or any other Transaction Fee as actually charged by the Bank and Operator's Administrative Charges @ Rs. 150/- per passenger.
d	48 hrs. or more before the departure of shuttle	Full Refund after deducting all Taxes, Debit/Credit Card or any other Transaction Fee as actually charged by the Bank and Operator's Administrative Charges @ Rs. 150/- per passenger.
e	Shuttle cancelled by Operator	Full fare Refund <u>without any deduction.</u>
f	No show by	No Refund. [In all such cases, the entire money (full

	passenger	amount of ticket price after deducting Taxes) shall accrue to the Board]
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21. 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 case, the payment is not made within 15 days of the due payment date; besides attracting any other penal consequences arising out of violation of any other clause of the Terms and Conditions of the Agreement.
22. With a view to minimize stay / waiting time at the Panjtarni Heliport, return journey from Panjtarni to Neelgrath/ Pahalgam shall be made on **first-come-first-serve basis**, regardless of the Operator a pilgrim had used for reaching the Panjtarni Heliport from Neelgrath/ Pahalgam, clearly explaining the pilgrims about the distance between the two Base Camps. 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.
23. 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 their 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.
24. 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. 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 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) 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.
25. 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.

26. 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 CEO, SASB shall be binding on the Operator(s).
27. 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, SASB, 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, SASB or any other officer 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.
28. The Operator shall arrange transportation of seriously ailing pilgrims, physically challenged pilgrims, or officers on duty to (and fro) Baltal / 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 (inclusive of all taxes). 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 (inclusive of all taxes) on a twin-engine helicopter.
29. 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/-** plus applicable GST per day per Helicopter per Operator shall be imposed.
30. The Operator shall carry out its operations in customer (Yatri) friendly manner and ensure that no undue inconvenience / hardship are 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'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 authorized representative.
31. 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.

32. The license shall be co-terminus with the expiry or afflux of the Yatra period and other conditions specified in the Agreement.
33. 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.
34. 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.
35. In case any matter related to deficient heli services is filed by the intending Yatri in any Court of Law/ Forum, it will be the sole liability and responsibility of the Operator to defend the case and pay any compensation/ fine/ refund/ any other such money as may be awarded by the concerned Court/ Forum. In such a case the entire liability shall be of the Operator and SASB shall not be responsible for the liability / consequences whatsoever.
36. Any contact with the press about any matter connected with the current tender proceedings may lead to the disqualification of the Bidder.
37. 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.
38. 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, the company quoting immediately next higher tariff (**L2 bidder**) shall be required to match the lowest bid for becoming eligible for award of contract as the second operator on the **Neelgrath-Panjtarni-Neelgrath** Sector. In the event of L2 bidder failing to do so and committing itself in writing to agreeing on the tariff quoted by L1 within 24 hrs of opening of Price Bid, its bid shall be deemed to have been rejected. In that case the company quoting next higher tariff (**L3 bidder**) shall be called upon to match the lowest tariff, within next 24 hrs for committing itself to the L1 bid in writing, so on and so forth.
39. That the successful bidder be further required to get the license deed duly registered with the registration authority and the expenses, if any, shall be borne by the licensee.
40. Separate Bids will have to be submitted for each sector of operation. 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 etc., and b) a **Earnest Money Deposit** in the form of a **Bank Draft for Rs. 15.00 Lakh in favour of Shri Amarnathji Shrine Board**. 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 HELICOPTER SERVICES FROM
TO PANJTARNI FOR THE SHRI AMARNATH JI YATRA 2019
AND 2020"**

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 2019 AND 2020**") placed in the office of the **Shri Amarnathji Shrine Board, Chaitanya Ashram Talab Tillo, Jammu, by 2 PM on 18th January, 2019**. Alternatively, the sealed Tenders may be sent by Registered Post / Speed Post / Courier, addressed to the **FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu**. **The Tenders sent by post must also reach by 2 PM on 18th January, 2019**, 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 18th January, 2019 at 3.00 P.M., at SASB Office, 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.

41. 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.
42. 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.
43. The Operator(s) will not enter into Agreement / Contract with any other Operator for carrying Yatris / passengers to Neelgrath / Panjtarni / Pahalgam / Holy Cave / Sheshnag or any other place in the Yatra area, without the prior approval of CEO, SASB.
44. 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.
45. In case of any variation in the amount in words and figures of the bid, the amount in words shall prevail.
46. 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.
47. 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.
48. 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.

49. 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.
50. NOTE: All the above mentioned terms and conditions as per Tender Document are indicative in nature and not exhaustive.
51. Chief Executive Officer, SASB shall have the absolute right to reject any bid 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 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: 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 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. (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 offered: a. Call Sign / Registration Number of the helicopter: b. Year of Manufacture: c. Manufacturer's Name: (Proof to be enclosed)	

9.	Capacity of helicopters offered: <ol style="list-style-type: none"> Passenger seats available in each helicopter (excluding crew and attendant"): Number 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 for 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 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:	
19.	Mobilization time required from the present location to desired Camp:	
20.	Bidder's total fleet of helicopters (with Type and Call Sign):	
21.	Total staff strength of the Company: <ol style="list-style-type: none"> Pilots; and Licensed Engineers 	
22.	Last five years experience, with detail of existing clientele/ operations:	
23.	Particular of Pilots: <ol style="list-style-type: none"> Licensing detail of pilots, Engineers in support of their rating category and experience on Type of helicopters at their credit (with proof): Hill flying experience of each pilot (with proof): 	

24.	List of safety, navigation/communication equipments etc, available on board of the helicopters offered:	
25.	<p>Fuel details:</p> <ul style="list-style-type: none"> - 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 helicopters in Knots with: <ul style="list-style-type: none"> i. VNE ii. Max Cruising Speed 	
28.	Whether any of the Company's helicopters 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 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:	
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, 2014.	

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 2019 and 2020)	
			Helicopter 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)	Neelgrath to Panjtarni OR Panjtarni to Neelgrath (one-way basic fare)	.....	..... .....	.....
b)	Add: Registration & Helipad Handling Charges		150/- (One hundred fifty only)	
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)	Pahalgam to Panjtarni OR Panjtarni to Pahalgam (one way basic fare)	.....	..... .....	.....
f)	Add: Registration & Helipad Handling Charges		150/- (One hundred fifty only)	
g)	Add: Royalty @ 15% of Basic Fare		..... .....
	Sub Total "B" (e+f+g)		.....

h)	Add: GST @ ____% on Sub Total "B" above		..... .....
	Total fare to be charged from customers (B+h)		.....
	Total fare in words & figures:			

Note:

a. The GST at serial no (d) and (h) will be as per applicable rates and subject to changes made by Government from time to time.

b.

- 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.

Declaration:

We unconditionally accept all the "General Terms and Conditions" in respect of Tender Notice No. SASB/DNIT/2018/59 dated 26.12.2018.

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