

JUNGLE LODGES AND RESORTS LIMITED
INVITES



EXPRESSION OF INTEREST (EOI)
FOR
***“Selection of Helicopter Service
Providers for Heli Tourism Services to
JLR properties”***

DATED: 31st August 2021

Jungle Lodges & Resorts Ltd.,
Ground Floor, West Entrance,
Khanija Bhavan, Race Course Road,
Bangalore-560 001, Karnataka

Disclaimer

The information contained in this Expression of Interest document (the “EOI”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this EOI (the “Application”). This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicants, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with pre-qualification of Applicants for participation in subsequent stages.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this EOI. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

The issue of this EOI does not imply that the Authority is bound to short-list and select pre-qualified Applications for subsequent stages or to appoint the selected Applicant for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

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Section 1. Letter of Invitation

1. Jungle Lodges and Resorts (JLR), invites Expression of Interest (EOI) for Selection of Helicopter Service Providers to provide Heli Tourism and transport related services to JLR properties in Karnataka State.
2. For the purpose of this EOI, an **Applicant** is defined as a Helicopter Service Provider who has submitted their proposal for this Expression of Interest. A Helicopter Service Provider may be either an Operator or an Aggregator. An **Operator** is defined as a person, organisation or enterprise engaged in or offering to engage in helicopter operations. The Operator must be registered with DGCA and must hold the relevant Non-Scheduled Operator Permit (NSOP) and other relevant permits from the relevant regulatory authority. An **Aggregator** is defined as a service provider who engages one or more Operators, as defined above, to offer helicopter services through a common platform. If the applicant is an Aggregator, the terms and conditions of the EOI shall apply to the Operators through whom the Aggregator shall provide helicopter services, and where applicable, to the Aggregator as well.
3. The objectives and details of the Assignment are provided in the attached **Terms of Reference**.
4. The Applicant will be selected in line with the procedures and technical criteria described in this EOI.
5. The EOI includes the following documents –
 - Section 1 – Letter of Invitation
 - Section 2 – Information to Applicants
 - Section 3 – Technical Proposals – Standard Forms
 - Section 4 – Terms of Reference

The details of **Expression of Interest (EOI) for Selection of Helicopter Service Providers for Heli Tourism Services to JLR Properties** are provided in the attached Terms of Reference (TOR).

EOI No.: JLRL/EOI/116/21-22

Date: 31st August 2021

Selection of Helicopter Service Providers for Heli Tourism Services to JLR properties

Jungle Lodges and Resorts (JLR), invites Expression of Interest (EOI) for Selection of Helicopter Service Providers to provide Heli Tourism and transport related services to JLR properties in Karnataka State in line with the scope of services as envisaged in the Terms of Reference of this EOI document.

Interested Applicants may submit their proposals to JLR office at the address mentioned below.

Sl. No	Title	Details
1.	Name of the Client	Jungle Lodges & Resorts Ltd., Ground Floor, West Entrance, Khanija Bhavan, Race Course Road, Bangalore-560 001, Karnataka Telephone: 080 4055 4055 Email: info@junglelodges.com
2.	Contact Person	Mr. M. Yuvaraj Area General Manager, Jungle Lodges & Resorts Ltd., Ground Floor, West Entrance, Khanija Bhavan, Race Course Road, Bangalore-560 001, Karnataka Telephone: 080 4055 4055 Email: yuvaraj@junglelodges.com , info@junglelodges.com
3.	Validity of Application	180 days from submission of Application
4.	Last date for receiving queries/clarifications	03rd September 2021, 15:00 hrs.
5.	Last Date and time for submission of Application	Deadline for submission of Applications is 07th September 2021 at 17:30 hrs.
6.	The address to send information to the Client is:	Jungle Lodges & Resorts Ltd., Ground Floor, West Entrance, Khanija Bhavan, Race Course Road, Bangalore-560 001, Karnataka
7.	Online download Eoi from the JLR website	The EOI document may be downloaded from JLR's website (https://www.junglelodges.com). Applicants are requested to go through the EOI carefully and submit the required information without exception, otherwise application will be rejected.
8.	Submission and opening of Application	<ul style="list-style-type: none">i The completed application comprising documents indicated in Section 2, Clause 2 – Eligibility Criteria for Qualification under the EOI, along with self-attested copies of requisite forms / certificates / documents as mentioned in the EOI document shall only be acceptedii The original application shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such

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Sl. No	Title	Details
		<p>corrections must be initialed by the person or persons who is authorized to sign(s) the application</p> <p>iii Initials of the authorized representative of the applicant shall be on all pages of the application.</p> <p>iv The original and all copies of the application shall be placed in a sealed envelope clearly marked Application for the Expression of Interest (EOI) for “Selection of Helicopter Service Providers for Heli Tourism Services to JLR properties”. This envelope shall bear the submission address and other information indicated in the EOI and clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE JLR COMMITTEE.”</p> <p>v The completed Application must be delivered at the submission address on or before the time and date stated in the notice of the EOI. Any application received after the closing time for submission of application shall be returned unopened.</p> <p>vi After the deadline for submission, the applications shall be opened in the presence of the committee constituted by JLR for evaluation of the applications.</p> <p>vii A committee constituted by JLR for the purpose shall be evaluating the applications. The Applicants who are qualified will be intimated.</p>
9.	Submission Address	<p>Interested eligible applicants may submit their application to JLR office at the address mentioned below: -</p> <p>Jungle Lodges & Resorts Ltd., Ground Floor, West Entrance, Khanija Bhavan, Race Course Road, Bangalore-560 001, Karnataka</p>

Postponement of Calendar of events (if any), subsequent notification, changes, amendments and selection/ rejection of proposal shall be intimated on JLR website (<https://www.junglelodges.com>) and will be published in newspapers. JLR reserves the right to accept or reject any or all the proposals received without assigning any reasons thereof.

More details on the services are provided in the attached Terms of Reference (TOR).

Sd/-

Area General Manager,
Jungle Lodges and Resorts Limited
Bengaluru, Karnataka

Section 2. Information to Applicants

1. INTRODUCTION

1.1. JLR

Jungle Lodges and Resorts Limited (JLR), Government of Karnataka, established in 1980, promotes eco-tourism, adventure tourism and various wildlife destinations in Karnataka. Working closely with the Forest Department, it runs over 25 properties across national parks, wildlife sanctuaries and the coast, making it India’s largest chain of eco-tourism resorts. Various outdoor activities such as trekking, camping, safaris, white water rafting, etc. are offered at these resorts. Apart from this, JLR also provides consultancy services to other state governments in promoting eco-tourism.

1.2. Background

Karnataka is blessed with immense natural beauty and is one of the most popular tourism destinations in India. The state is abundantly rich with tourist attractions which includes beaches, hill stations, heritage monuments, national parks, wildlife sanctuaries etc. Given the variety of tourism assets, the state is promoted under the tagline “One State, Many Worlds”.

As per the strategy roadmap for Karnataka Tourism, it is envisioned that the state must increase its footfall and rank among the top 2 destinations for domestic tourists and top 5 destinations for foreign tourists by 2025. JLR in association with Department of Tourism and its undertakings – are striving together towards the realization of this vision.

Looking at the growing demand for eco-tourism and adventure that involves visiting and staying in areas with weak connectivity like forests, riverside and eco-sensitive zones, the Karnataka Tourism Policy 2020-25 identifies and promotes Heli Tourism.

The concept of Heli Tourism has been gaining immense popularity owing to the freedom and flexibility it provides while holidaying vis-à-vis itineraries, reducing travel time substantially, providing access to faraway & inaccessible places and thus increasing overall tourism experience. Traveling to tourist destinations in remote areas and other places where accessibility to the destination is cumbersome and time consuming. In such a scenario, Heli Tourism can effectively meet the growing demands of tourists with travel time is of vital importance while ensuring adherence to quality, standards and safety norms.

JLR has been associating with various travel agents and tour operators to reach out to a greater number of customers and grow its business. JLR intends to associate with registered Heli Tourism Operators and hence therefore is inviting applications in this regard. The selected applicants shall be eligible for the support and discount benefits offered by JLR. Such an agreement shall in exchange aid in marketing JLR to a wider customer base.

2. Eligibility Criteria for Qualification under the EOI

Interested applicants shall submit their application along with all the required supporting documents. Application submitted under the EOI by the applicant(s) that **do not fulfil all clauses of the eligibility criteria shall not be considered**. Applicant(s) meeting all the eligibility criteria as listed below shall be qualified under this EOI and shall be invited to enter into an agreement with JLR.

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
1.	Legal Entity	<ul style="list-style-type: none">• If the applicant is a company –<ul style="list-style-type: none">○ Copy of Certificate of Incorporation

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Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
	<p>The applicant should be a company incorporated in India under The Indian Companies Act, 1956/2013 and subsequent amendments thereto or a Partnership Firm under The Indian Partnership Act 1932 or Limited Liability Partnership Act 2008 with a registered office and operations in India</p>	<ul style="list-style-type: none"> ○ Copy of Memorandum of Association and Articles of Association ● If the applicant is a partnership firm or a limited liability partnership – <ul style="list-style-type: none"> ○ Copy of Registration Certificate ○ Copy of Partnership Deed ● Applicant should also submit all of the following supporting documents for the Company / Firm / LLP – <ul style="list-style-type: none"> ○ Self-attested copy of PAN card ○ Self-attested copy of GST registration ○ IT returns for the last completed financial year (FY 2019-20) ○ Details of the bidder (Form 3 B)
2.	<p>Relevant Experience in Aviation Industry: The Applicant should currently be in the business of providing helicopter tourism or transport related service.</p> <p>Note: Experience of parent / subsidiary / associate entities of the applicants may be considered for evaluation of relevant experience in Aviation Industry (within / outside India).</p>	<ul style="list-style-type: none"> ● Form at Section 3B. Auditor Certificate for Applicant’s Experience Details ● Experience in India or abroad of parent / subsidiary / associate entities of the Applicant may be considered for relevant experience by the Evaluation Committee constituted by the Client provided relevant documents has been furnished to establish the relationship between the Applicant and its parent / subsidiary / associate entity.
3.	<p>Not Blacklisted/ Barred: The applicant should not have been blacklisted / barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p>	<ul style="list-style-type: none"> ● Form at Section 3A. Technical Proposal Submission
4.	<p>Registration with DGCA: The Applicant or the Operator(s) proposed to be engaged by the Applicant shall be registered with the Directorate General of Civil Aviation, Government of India (DGCA).</p>	<ul style="list-style-type: none"> ● Self-attested copy of the certificate for registration with DGCA and other supporting documents as applicable.
5.	<p>Applicable Permits / Licenses / Authorizations: The Applicant or the Operator(s) proposed to be engaged by the Applicant shall hold a Non-Scheduled Operator’s Permit (NSOP) and other relevant permits / licenses / authorizations to carry out Helicopter Operations within and from Karnataka.</p>	<ul style="list-style-type: none"> ● Self-attested copy of NSOP and other relevant permits / licenses / authorizations to carry out Helicopter Operations within and from Karnataka.

NOTE:

1. The Client reserves the right to request any further supporting documents from the Applicant prior to their selection
2. The Client shall be free to make enquiries from previous clients of the Applicant about the work, conduct, performance, quality of service and such other related general enquiries about the Applicant. The Applicant would have no objection to the Client making such enquiries from their existing/past clients.
3. Only Applicant(s) fulfilling the Pre-qualification criteria shall be invited by the Client for the signing of the Memorandum of Understanding.

Section 3. Technical Proposal – Standard Forms

- 3A. Technical Proposal Submission Form.
- 3B. Auditor Certificate for Applicant's Experience Details
- 3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Power of Attorney for the Authorized Signatory of the Applicant

3A. Application Submission Form

(On the Letterhead of the Applicant)

[Location, Date]

FROM:

(Name of the Applicant)

TO:

The Managing Director,
Jungle Lodges & Resorts Ltd.,
Ground Floor, West Entrance,
Khanija Bhavan, Race Course Road,
Bangalore-560 001, Karnataka

Dear Sir:

Subject: Expression of Interest for “Selection of Helicopter Service Providers for Heli Tourism Services to JLR properties”

We, the undersigned, are hereby submitting our Proposal in accordance with your Expression of Interests notified on JLR website (<https://www.junglelodges.com>) as EOI number: _____ which includes this Technical Proposal and supporting documents. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for ‘Selection of Helicopter Service Providers for Heli Tourism Services to JLR properties’.

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.,
3. I/We are willing to offerpercent discount on our applicable rates for By-the-Seat service to JLR’s customers.
4. I/We are willing to offerpercent discount on our applicable rates for Charter Services to JLR’s customers.
5. I/We certify that we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant , nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/we have not blacklisted/barred by the Government of Karnataka or any of its agencies for any reasons whatsoever.

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7. I/we have not been blacklisted/barred by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
8. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
9. I/We have examined and have no reservations to the EOI Documents, including any Addendum issued by the Client.
10. I/We do not have any conflict of interest
11. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any Contract entered into with the Client or any other public sector enterprise or any government, Central or State; and
12. The Proposal is unconditional
13. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the EOI
14. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicant.
15. All information provided in the table below is true and correct
16. Our Proposal is binding upon us and subject to the modifications resulting from subsequent negotiations.

Details of the Applicant

Sl. No.	Criteria	Details
1.	Applicant Details	
a.	Name of Company/Firm	
b.	Country of Incorporation	
c.	Date of Incorporation and/or Commencement of Business	
d.	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
e.	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
f.	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:

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g.	Details of the Authorized Signatory for the EOI	Name: Designation: Address: Phone: Email:
h.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
i.	Nature of Business. COI, MOA & MOM to be submitted.	(such as Govt. Organization/Undertaking, Public/Private Ltd. Co., Partnership Firm, HUF, etc.)
2.	Company or Firm registration details with the supporting documents either copy of the Certificate of Incorporation by the Registrar of Companies or of the Registration Certificate issued by Registrar of Firms	
3.	Number of years of relevant experience	Number of Years: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
4.	PAN Card Number. Self-attested copy to be enclosed.	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
5.	GST Number. Submit self-attested copy of GST Registration Certificate	Number: Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Enclosed Form 3A	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Enclosed Form 3B	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No Supporting Documents Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Enclosed Form 3C	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Enclosed Form 3D	Form Enclosed: <input type="checkbox"/> Yes <input type="checkbox"/> No

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory:
Name and Designation of Signatory:
Address:

3B. Auditor Certificate for Applicant’s Experience Details

(On the Letterhead of the Statutory Auditor)

Date: _____

To Whomsoever It May Concern

We have verified the relevant statutory and other records of M/s _____ [Name of the Applicant] and certify that the information submitted by M/s _____ [Name of the Applicant] as per the following form are true and correct.

Sl. No.	Location	Route Details	Operation Since (DD/MM/YYYY)	Passenger Capacity Per Trip	Total Number of Trips as on Submission Date
1					
2					
3					
4					
5					

This certificate is being issued to be produced before Jungle Lodges and Resorts Limited for “**Selection of Helicopter Service Providers for Heli Tourism Services to JLR properties**”

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the Data, Services, and Facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

Authorized Signatory: _____

Name and Title of Signatory: _____

Name of Applicant: _____

3D. Power of Attorney of Authorized Signatory

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of proposal for Services for the proposed assignment "**Selection of Helicopter Service Providers for Heli Tourism Services to JLR properties**" including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our proposal for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20..... in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

(* To be executed on appropriate non-judicial stamp paper)

Section 4. Terms and Conditions for the Agreement with the selected Applicant(s)

1. Definitions:

i. **Package:** also referred as “**JLR’s package**”, are customers reservation towards: Stay, Food (Lunch, Dinner & Breakfast), Activities i.e. Safari (Jeep Safari or boat safari or Bus safari), watersports activities (Coracle Ride, boating) etc., Forest entry charges and GST 18%, *Seasonal hike applicable on above tariff. Packages may vary and shall be specific to the individual JLR property and its Package offerings.

ii. Heli Tourism

Heli Tourism is a niche tourism product wherein tours are offered to passengers/tourists in helicopter to popular tourist destinations/ places or remote tourist places or for tourism circuits.

iii. Helicopter Service Provider

Helicopter Service Provider shall mean any legal entity under the relevant law, offering Heli Tourism and helicopter tour services to tourists for tourism related activities.

Helicopter Service Provider may be either an Operator or an Aggregator.

- a. **Operator** is defined as a person, organization or enterprise engaged in or offering to engage in helicopter operations. The Operator must be registered with DGCA and must hold the relevant Non-Scheduled Operator Permit (NSOP) and other relevant permits from the relevant regulatory authority.
- b. **Aggregator** is defined as a service provider who engages one or more Operators, as defined above, to offer helicopter services through a common platform.

2. The selected Applicant(s) who have qualified the EOI by meeting all the eligibility criteria under Section 2, shall be invited to enter into a Memorandum of Understanding (MOU) with JLR. The duration of the agreement shall be for a period of **2 years** and extendable by period of **12 months** or lesser on terms and conditions mutually agreed by the Parties.

- i The terms and conditions herein shall be applicable for all the properties of the JLR (hereby referred as “**JLR properties**”). The list may be updated by JLR from time to time and shall be duly notified to the selected Applicants.

3. Roles and Responsibilities of JLR

- i For JLR’s revenue towards confirmed/ successful Package bookings from selected Applicant amounting **up to INR 5 lakhs**, JLR shall offer a **15 percent discount** on the Basic Applicable Rate (BAR) rate or the dynamic rate, whichever is lower.
- ii For JLR’s revenue towards confirmed/ successful Package bookings from selected Applicant amounting to **more than INR 5 lakhs**, JLR shall offer a **20 percent discount** on the BAR rate or the dynamic rate, whichever is lower.
- iii JLR shall provide marketing, publicity and promotion support for the promotion of selected Applicant and their Heli Tourism products and service provided for JLR properties.
- iv JLR may provide facilitation support on a best effort basis to the selected Applicant for obtaining required permissions for the Non-Scheduled Operator Permit holder (as defined in Aircraft Act, Aircraft Rules and relevant CARs issued by DGCA) to conduct all helicopter operations mandated by DGCA and other regulatory authorities including but not limited to,

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the landing / take off of flights to helipads in and around JLR properties as mutually agreed to by both parties.

4. Reserved Rights of JLR

- i The selected Applicant is required to inform and book the JLR packages minimum one week in advance.
- ii JLR shall recommend locations for carrying out helicopter tourism and transport services.
- iii JLR assumes that prior to the execution of the MOU, the selected Applicant has carried out a complete and careful examination of the assignment and has made an independent evaluation of the likely revenue from the service and has determined to its satisfaction the nature and extent of such difficulties, risks and hazards that are likely to arise in the course of performance of its obligations hereunder.
- iv JLR assumes that selected Applicant acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters contained herein and hereby confirms that JLR, or the Government of Karnataka shall not be liable for the same in any manner whatsoever to selected Applicant or any other Person.
- v JLR shall not be liable to the selected Applicant for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of the agreement.

5. Roles and Responsibilities of the selected Applicant

- i The selected Applicant shall comply with all applicable rules, regulations, notifications and guidelines during the operation of Helicopter tour services. The selected Applicant shall be solely responsible for ensuring their guest / customer / pilots are in compliance with all applicable rules and regulations.
- ii The selected Applicant shall provide a special discounted price to customers of JLR, for its services to select JLR properties within Karnataka. The list of the selected JLR properties shall be as mutually agreed upon by the Parties. This list may be updated on quarterly basis by mutual agreement.
- iii The selected Applicant shall provide marketing support for the promotion of JLR properties and its tourism products and services.
- iv The selected Applicant shall provide a minimum discount of 10 percent to JLR’s customers on the BAR or the dynamic rate, whichever is lower.
- v The selected Applicant shall submit a quarterly report to JLR regarding their operations – details of routes being operated, frequency of, number of customers served, marketing and promotion strategies, operational recommendations, support required from JLR etc.
- vi The selected Applicant shall submit all necessary documents, actions and approvals under Applicable Laws to JLR, which have been obtained from the operator(s) or engaged by selected Applicant as an aggregator, to authorize the execution and delivery of the MOU and to validly exercise its rights and perform its obligations under the MOU. List of indicative documents have been provided in Annexure 1. *Details of Documents to be provided by the selected Applicant to JLR.*
- vii The Selected Applicants shall inform JLR on the ownership of fleet(s) of Helicopters operational during the term of this agreement or if they gain additional fleet(s) and or any change in the firm’s policy. The applicant shall submit relevant documents to JLR for their review, as detailed in Section 3 of the EOI. After review and approval of the documents submitted by the selected Applicant, the parties shall suitably amend the agreement.

6. General Terms & Conditions of MOU

General Understanding,

6.1. Term:

The Term of the Memorandum of Understanding (MOU) between JLR and selected Applicant shall commence from the Execution Date and continue to be in full force for **2 years** and effect up till expiry of this MOU by the efflux of time or by termination, whichever is earlier.

6.2. Cooperation:

The Parties shall extend full assistance and cooperation to each other during the Term of the MOU in respect of the services under this MOU.

6.3. Review:

The progress of the MOU shall be reviewed by the Parties at the end of every quarter to ensure that both the Parties are aligned and there is growth in awareness and revenues.

6.4. Applicable Law:

The MOU, its meaning and interpretation, and the relation between the Parties shall be governed by the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.

6.5. Jurisdiction:

The Parties agree that the courts and tribunals in Bengaluru, Karnataka State shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the MOU and accordingly any suit, action or proceedings arising out of or in connection with the MOU may be brought in such courts or the tribunals and the Parties irrevocably submit to, generally and unconditionally, the jurisdiction of those courts or tribunals.

6.6. Financial Commitment:

- i. The MOU is not a commitment of funds. Each Party shall bear its own expenses and operational costs.
- ii. Neither Party shall have any kind of financial obligation towards the other party under the provisions of the MOU. Each Party to bear its own expenses and operational costs to carry out its obligations under the provisions of the MOU. All financial benefits under the MOU shall be passed on to the customers of the respective parties.

6.7. Dispute Resolution:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the MOU or its interpretation. In the event of a dispute relating any of the matters set out in the MOU, including termination of the MOU, the Parties shall discuss in good faith to resolve the difference within 15 (fifteen) Business Days of the dispute being raised (or such longer period as the parties to the dispute may mutually agree to in writing). All such disputes that have not been satisfactorily resolved through discussion, shall be referred to Principal Secretary / Secretary Tourism, Government of Karnataka. All such disputes that have not been satisfactorily resolved after referring to Principal Secretary / Secretary Tourism , Department of Tourism shall be settled by arbitration in accordance with the Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules

6.8. Assignment:

Each Party to the MOU shall seek a prior permission from the other Party before assigning any of its rights and obligations as set out hereunder to a third party. The permission shall need to be approved in writing by the other Party.

6.9. Termination:

JLR reserves the right to terminate this MOU with 30 (thirty) day’s written notice to the selected Applicant, without assigning any reasons for the same, if JLR determines that such action is in its best interest. The MOU may also be terminated by the Parties by mutual consent recorded in writing. The Parties acknowledge that there is no lock-in-period and the Parties are free to terminate the MOU anytime during the Term of the MOU.

6.10. Good Faith:

JLR and the Selected applicant undertake to act in good faith with respect to each other’s roles and responsibilities under the agreement and to adopt all reasonable measures to ensure the realization of the objectives of the agreement.

6.11. Indemnity:

The selected Applicant shall indemnify, defend, save and hold harmless JLR and its officers, servants, agents, Government Agencies and Authority owned and/or controlled entities/enterprises, (the “Government Indemnified Persons”) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by selected Applicant of any of its obligations under the MOU or of any defect or deficiency in the provision of services by the selected Applicant or from any negligence of selected Applicant under the MOU or agreement or contract or tort, or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this MOU on the part of the Government Indemnified Persons.

Annexure 1 – Details of Documents to be provided by the selected Applicant to JLR

Sl. No.	DOCUMENTS SOLICITED BY JLR FROM SELECTED APPLICANT
1.	Not Blacklisted/ Barred by Central Government or State Government or PSU
2.	Registration with DGCA: <ul style="list-style-type: none"> Operator’s Certificate for registration with Directorate General of Civil Aviation, Government of India (DGCA) and other supporting documents as applicable
3.	Applicable Permits / Licenses / Authorizations: <ul style="list-style-type: none"> Operator’s NSOP and other relevant permits / licenses / authorizations to carry out Helicopter Operations within and from Karnataka.
4.	Information and Supporting Document <ul style="list-style-type: none"> Operator’s Fleet Size Operator’s Passenger Safety and Control Measures Operator’s Proposed Statutory Permits & Licenses
5.	Operator’s Fleet Size <ul style="list-style-type: none"> Operator’s Fleet Size to be deployed under the MOU and its details.
6.	Registration with DGCA – Aircraft <ul style="list-style-type: none"> Valid Registration Certificate issued by DGCA for each of the aircraft being deployed by the Operator’s through the selected Applicant for providing services under the MOU
7.	Registration with DGCA – Pilot <ul style="list-style-type: none"> Declaration from the Operator’s, through the selected Applicant, for each of its pilots proposed to be deployed by the selected Applicant for providing services under this MOU along with copy of their valid Commercial Pilot License. A Declaration specifying the following <ul style="list-style-type: none"> ✓ Pilot’s technical experience in flying similar aircrafts, ✓ number of hours flown, ✓ medical rating ✓ confirmation that the pilots are currently operating
8.	Non-Scheduled Operator’s Permit (NSOP) <ul style="list-style-type: none"> Self-attested copy of NSOP of Operator’s submitted by the selected Applicant Valid Non- Scheduled Air Operator Permit (NSOP) by DGCA to the operator Valid list of approved aircrafts given NSOP by DGCA Valid Operations Specifications for each of the Aircraft that shall be deployed by the Operator’s, through the selected Applicant for service under the MOU
9.	Airworthiness <ul style="list-style-type: none"> Valid Certificate of Airworthiness issued by DGCA for each of the Aircrafts that shall be deployed by the Operator’s, through the selected Applicant for service under the MOU
10.	Airworthiness Review Certificate <ul style="list-style-type: none"> Valid Airworthiness Review Certificate for each of the Aircrafts that shall be deployed by the Operator’s, through the selected Applicant, for service under the MOU Provide declaration with the details on the Continuing airworthiness management organization providing the service for each of the aircrafts deployed by the Operator’s, through the selected Applicant
11.	Continuing Airworthiness Management Organization’s Certificate

Expression of Interest (EOI) for “*Selection of Helicopter Service Providers for Heli Tourism Services to JLR properties*”

Sl. No.	DOCUMENTS SOLICITED BY JLR FROM SELECTED APPLICANT
	<ul style="list-style-type: none"> • Valid CAMO certificate issued by DGCA to the Organization issuing Airworthiness Review Certificate for each of the Aircraft that shall be deployed for service under the MOU. • Approval Schedule • Validity Schedule
12.	<p>Maintenance</p> <ul style="list-style-type: none"> • Valid Certificate of Release to Service to be provided for each aircraft that shall be deployed by Operator through the selected Applicant for service under the MOU. • Declaration to be provided by the selected Applicant declaring the certified CAR-145 Maintenance Organization, selected Applicant providing the service for each of the aircrafts deployed by Operator through the selected Applicant for service under the MOU • Valid DGCA issued Civil Aviation Requirement (CAR) 145 Approval of Maintenance Organization certificate of the selected Applicant providing the service for each of the aircrafts deployed by Operator through the selected Applicant for service under the MOU • CAR-145 Maintenance Organization Approval Schedule • Validity of Scope of Approval under CAR 145
13.	<p>Safety</p> <ul style="list-style-type: none"> • DGCA acceptance letter of the latest Safety Management System Manual submitted by the selected Applicant for the engaged Operator.
14.	<p>Security</p> <ul style="list-style-type: none"> • Operator’s Valid Approval letter from Bureau of Civil Aviation Security (BCAS) on the Security Program
15.	<p>Passenger Insurance</p> <ul style="list-style-type: none"> • Operator’s documents with details on the Passenger Insurance taken as per the DGCA norms