

**JET AIRWAYS (INDIA) LIMITED
COMMERCIAL SUPPLIES**

**Annexure A - JA02: GENERAL TERMS AND CONDITIONS FOR SERVICES TO BE RENDERED TO
JET AIRWAYS (INDIA) LIMITED**

1 TERMS OF APPLICATION

1.1 Application by tenderer constitutes acceptance by tenderer of all terms and conditions stipulated in the Annexures annexed to the Tender.

2 ITEM & REQUIREMENT

2.1 The service(s) is/are listed in **Annexure B**. The annual requirement is only an estimate and the successful Tenderer is required to make available the services as and when required.

3 TENDER PRICE

3.1 The pricing for the services to be provided shall be exclusive of any duties and taxes. The tenderer must indicate the duties/tax structure along with current rates for the services.

3.2 Jet Airways will not entertain any negotiation on price once the Tender has been submitted. The price quoted shall be treated as the final price offered by the tenderer. Therefore, the tenderer has to quote its best and final price.

3.3 Notwithstanding the above, should a change in specifications occur after the Tender has been called and such change may have an effect on price, Jet Airways may under such circumstances re-negotiate the price.

4 COMPLETION OF TENDER APPLICATION FORM

4.1 Annexure B, C, and E are to be completed by entering all the details in full. The tenderer must insert the words 'No Quote' or 'Not Applicable' against service(s) not quoted/not applicable. The tenderer must sign and affix the company's stamp/seal on the bottom right-hand corner of every page of Annexure B, C, and E.

5 NO PRICE INCREASE

5.1 No price increase will be allowed to the successful Tenderer during the Agreement period. Any increase in the cost of services or in other aspects will not be passed on to Jet Airways by way of an increase in the awarded price or a change in the services to be provided.

6 VALIDITY PERIOD

6.1 The tenderer's offer shall be valid for a period of 3 calendar months from the closing date of the Tender. On expiry of the Tender, the tenderer shall, if Jet Airways so requires, extend the validity of the offer for a further period to be mutually agreed upon.

7 ACCEPTANCE OF TENDER

7.1 Jet Airways shall not be bound to accept the lowest quoted Tender, nor is it liable for any claim for whatever costs which may be incurred in the preparation of the Tender. Jet Airways shall reserve the right to accept the whole or part of the Tender.

8 COMMENCEMENT OF CONTRACTUAL OBLIGATIONS

8.1 The grant of contract is subject to such additional terms and conditions as may be mutually agreed upon by and between Jet Airways and the successful Tenderer.

8.2 The successful Tenderer shall be notified in writing of the contract being granted to him. The terms and conditions stipulated in the Tender shall be binding upon Jet Airways and the successful Tenderer until a formal Agreement is entered into by both the parties. Pursuant to the execution of the Agreement, the Tender of the successful Tenderer shall be deemed to be an integral part of such Agreement.

9 AGREEMENT

9.1 The successful Tenderer is required to enter into an Agreement within two weeks from the date of the award of the contract, failing which Jet Airways reserves the right to award the contract to another Tenderer. The Agreement shall come into effect from the date of the letter of award from Jet Airways.

10 DURATION OF AGREEMENT

10.1 The agreement if concluded shall be in force for the period as stipulated in Annexure D.

10.2 Jet Airways may at any time terminate the Agreement, in whole or in part, by giving the successful Tenderer not less than ninety (90) days written notice. The successful Tenderer shall, however, be bound to honour the orders placed until the expiry of the notice in accordance with provisions of the applicable Agreement.

11 TERMINATION OF AGREEMENT

11.1 Jet Airways may immediately terminate the Agreement, in whole or in part, by giving written notice to the successful Tenderer if any of the following events occur in relation to the successful Tenderer:

- (a) The successful Tenderer commits a breach of any of the duties or obligations under the Agreement and fails to cure such breach or non-performance within thirty (30) days after receiving notice of the same, where such breach or non-performance is capable of being remedied; or
- (b) The successful Tenderer commits numerous or persistent breaches of, or persists in not performing the duties or obligations under the Agreement which in the aggregate are material; or
- (c) The successful Tenderer files for bankruptcy, becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it.

12 ASSIGNMENT OR TRANSFER

12.1 Jet Airways may assign or transfer the whole or any part of the Agreement to a subsidiary or associate company of Jet Airways.

13 SUB-CONTRACT

13.1 The successful Tenderer will not assign the Agreement to any person or persons without the prior consent in writing from Jet Airways.

14 NO SEPARATE AGREEMENT FOR DELIVERY PERIOD NOT EXCEEDING THREE MONTHS

14.1 For purchases where no Agreement has been signed and where the delivery period does not exceed three months, the terms and conditions stipulated in the Jet Airways Tender shall constitute an Agreement between Jet Airways and the successful Tenderer.

15 STAMP DUTY AND OTHER LEVIES

15.1 Any stamp duty and other levies including taxes payable pursuant to the Agreement shall be borne by the successful Tenderer.

16 VARIATION TO WORK CONTENT

16.1 If Jet Airways requests changes/alterations in the work as outlined in the accepted Tender; the successful Tenderer will extend full co-operation to Jet Airways and accordingly carry-on/implement the required changes/modifications, on receipt of written confirmation from Jet Airways. The extra cost, if any, that maybe incurred whilst effecting the requested deviations will be as mutually agreed upon by and between Jet Airways and the successful Tenderer, in writing, before the execution of the said work.

17 COMPLETION TIME AND HANDING OVER TO JET AIRWAYS

17.1 If the successful Tenderer fails to meet the deadline in rendering the services, Jet Airways at its absolute discretion may:-

(a) Terminate the whole or any part of the Agreement and obtain such services from other source(s) as Jet Airways may deem fit. The successful Tenderer will also pay Jet Airways damages, to be fixed at the time of executing the Agreement, sustained whilst procuring such services from other source(s) including but not limited to the increase in service charge/fees, if any. However, if Jet Airways procures the services at a lower rate than the rate fixed with the successful Tenderer, the said successful Tenderer cannot claim the difference in rates from Jet Airways.

(b) If the successful Tenderer is unable to complete the allotted work within the agreed date specified in the Agreement due to delay obligations caused by Jet Airways, then the successful Tenderer may be given a reasonable period of time to complete his obligations. However, no increase in the rates will be allowed due to the aforesaid.

18 LIQUIDATED DAMAGES

18.1 In the event of failure to perform as stipulated, Jet Airways has the right to:

(a) Cancel the whole or any part of this Agreement, without any liability towards the successful Tenderer with respect to such cancellation whether in respect of damages or otherwise and Jet Airways may employ such service from any alternative source/s as maybe determined by Jet Airways. Further, Jet Airways shall also be entitled to recover from the successful Tenderer damages incurred whilst procuring such service from any source/s including, but not limited to, any increase in the rate/service charge/fees etc. For the avoidance of doubt, should the rate/fees charged by the alternative source(s) be lower than that charged by the successful Tenderer, the successful Tenderer is not entitled to claim the difference in rates/fees from Jet Airways.

(b) Demand the payment of liquidated damages from the successful Tenderer in respect of any period after the due date during which Jet Airways was without the ordered service. The successful Tenderer shall pay Jet Airways such liquidated damages as duly specified in the Tender for every day or part thereof after the due date until the successful Tenderer executes the order or the said service is procured from another source(s).

18.2 Notwithstanding any other provision to the contrary contained in the Agreement, Jet Airways may, at any time and from time to time, without notice to the successful Tenderer, set off or deduct from any or all amounts payable to the successful Tenderer (whether under the Agreement or any other Agreement), any or all sums that may be due and owing by the successful Tenderer to Jet Airways, its related or associate companies, whether under the Agreement or otherwise (including without limitation, any liquidated damages payable under the Agreement, or any amounts previously overpaid to the successful Tenderer).

19 USE OF RAW MATERIALS SECURED WITH PURCHASER'S ASSISTANCE

19.1 Where any raw materials are procured with the assistance of the Jet Airways either by issue from Jet Airways' stocks or by purchase made by Jet Airways under arrangements with third parties, the Tenderer

- (a) Shall hold the said material as trustees for and on behalf of Jet Airways;
- (b) Shall use such material economically and solely for the purpose for which it is issued, and shall maintain a stock record showing the opening balance, receipts, issues, and closing balance,
- (c) Shall not dispose of the same without the permission of Jet Airways.
- (d) Shall return if required by Jet Airways, all surplus or unserviceable material that may be left with the successful Tenderer after the execution of the order or on termination for any reason whatsoever, with due regard to the condition of the material. The freight charges for the return of the material according to the directions of the Jet Airways shall be borne by the Tenderer. In the event of the Agreement being cancelled by Jet Airways for any default on the part of the said successful Tenderer, such decision of Jet Airways shall be final and conclusive.

20 QUALITY AND REJECTION OF SERVICES

20.1 Notwithstanding receipt of the services by Jet Airways and/or payment thereof Jet Airways shall not be deemed to have accepted/procured the services until after inspection of the quality of services rendered. The successful Tenderer hereby warrants that the services provided and work performed shall be in accordance with the specifications of Jet Airways and agrees that this warranty shall survive acceptance. No liability will be assumed by Jet Airways for losses, if any, in the services received by Jet Airways which are subsequently discovered to be not in conformity with the order. The successful Tenderer shall refund the charges/fees of such services, if paid earlier.

20.2 The quality of the services rendered by the successful Tenderer shall be in accordance with the specifications provided by Jet Airways. No alterations to such specifications can be made without the prior written consent of Jet Airways.

21 VISITS

21.1 Jet Airways staff is entitled to visit the office, factory, premises, laboratories, storage locations, workshop etc. of the successful Tenderer after providing adequate notice for such visit.

22 TERMS OF PAYMENT

22.1 Jet Airways will pay the successful Tenderer within 45 days of receipt of the successful Tenderer's invoice or upon completion of the service ordered by Jet Airways whichever is the later.

23 LIABILITY FOR DAMAGES

23.1 The successful Tenderer assumes all liabilities for damages of any kind whatsoever suffered by any person and/or property of Jet Airways, its servants or agents or third parties, during and as a result of any service to be performed in the premises or offices of Jet Airways caused by the successful Tenderer's employees, agents, servants or its representatives.

24 INJURY TO PERSONS

24.1 The successful Tenderer will release and indemnify Jet Airways, its servants and agents in respect of any liability, loss, claim or proceedings whatsoever, whether arising at common law or by statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the allotted work.

25 REGULATORY COMPLIANCE

25.1 The successful Tenderer shall ensure compliance of all applicable laws, rules and regulations whilst rendering the services to Jet Airways and shall indemnify Jet Airways from any breaches committed by the successful Tenderer, its assigns, agents or employees.

26 SECURITY PASSES

26.1 If the site where the allotted work is to be carried out is within any Airport Security area, the successful Tenderer will arrange for appropriate passes for such workmen.

27 CONFIDENTIAL INFORMATION

27.1 The successful Tenderer, its assigns, agents and employees shall hold in confidence any and all information disclosed to it by Jet Airways, including technical information included in or on tracings, drawings, field notes, calculations, the specifications and engineering data. Such information shall not be disclosed to any person or persons except for the purpose of execution of the allotted work and shall at all times remain the property of Jet Airways and shall be returned to Jet Airways upon completion of the said work. The successful Tenderer's obligation hereunder shall survive any termination of the Agreement entered into.

27.2 Jet Airways may, without the successful Tenderer's permission, photograph, publish, demonstrate or advertise by any media, Jet Airways' possession of the goods as it may deem advantageous to Jet Airways' business, including but not limiting to, reference to the said services by another name.

28 GIFTS, INDUCEMENT AND REWARDS

28.1 The tenderer should refrain from offering gifts and rewards in any form or manner to any Jet Airways employee in relation to the obtaining or execution of any Agreement with Jet Airways, whether or not the like acts are performed by the tenderer or persons acting on its behalf with or without the knowledge of the tenderer.

28.2 Jet Airways may terminate the Agreement, forfeit the deposits and debar the tenderer for any indefinite period of time if it is proven that the tenderer has offered or given gifts and rewards in obtaining or in execution of any Agreement.

29 DISPUTE RESOLUTION

29.1 Any dispute, controversy or difference between the parties shall be first resolved through mutual agreement.

30 GOVERNING LAW AND JURISDICTION

30.2 The Agreement shall be governed by and interpreted in accordance with the laws of India, and the parties hereto submit to the non-exclusive jurisdiction of the Courts of Mumbai.

31 ENFORCEABILITY

31.1 Neither party will be liable for any default or delay in the performance of its obligations under the agreement:

- (a) If and to the extent the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, acts of God, health epidemics declared by the World Health Organisation, acts of war, terrorism or civil unrest, industrial action in any form (except industrial action by employees of either party) in the country in which such obligations are being performed or

any other similar events beyond the reasonable control of the party (“**Force Majeure Event**”);
and

(b) Provided the party affected by the Force Majeure Event is without fault and the default or delay could not have been prevented by reasonable precautions. In such event, the party affected by the Force Majeure Event is excused from further performance for as long as such circumstances prevail.

31.2 If any one or more of the foregoing conditions shall to any extent be invalid or unenforceable, the other conditions shall remain in full force and effect.

31.3 A person who is not a party to the Agreement has no right to enforce or enjoy the benefit of the Agreement.