

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

Annexure A - JA03: GENERAL TERMS AND CONDITIONS FOR SUPPLY OF EQUIPMENT

1 TERMS OF APPLICATION

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

2 ITEM & REQUIREMENT

2.1 The scope of work / requirements is listed in **Annexure B**. The annual requirement is only an estimate and the successful tenderer is required to make available the equipment/services as and when required.

3 TENDER PRICE

3.1 The pricing for the equipment/services to be supplied shall be exclusive of any duties and taxes. The tenderer must indicate the duties/tax structure along with current rates for the said equipment/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. The tenderer must insert the words 'No Quote' or 'Not Applicable' against items 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 equipment/services or in other aspect will not be passed on to Jet Airways by way of an increase in the awarded price or a change in the equipment/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 is not bound to accept the lowest quoted Tender, nor is it liable for any claim for whatever costs which may be incurred in the preparation/submission of the Tender. Jet Airways reserves 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 for convenience, 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

14.1 The successful Tenderer will not assign the Agreement to any person or persons without the prior written 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 documents 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 the supply of equipment/services to be rendered, Jet Airways at its absolute discretion may:-

(a) Terminate the whole or any part of the Agreement and obtain such equipment/services from alternative source(s) as Jet Airways shall determine. The successful Tenderer will also pay Jet Airways damages, to be fixed at the time of executing the Agreement, sustained whilst procuring such equipment/services from other source(s) including but not limited to the increase in the purchase price, if any. However, if Jet Airways procures the equipment/services at a lower rate than the rate fixed with the successful Tenderer, the said successful Tenderer cannot claim the price difference 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 price increase 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 the Agreement, without any liability towards the successful Tenderer with regard 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 equipment/service from any source/s including, but not limited to, any increase in the purchase price. For the avoidance of doubt, should the price charged by the alternative source(s) be lower than that charged by the successful Tenderer, the successful Tenderer is not entitled to claim the price difference 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 equipment/services. 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.

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 associated 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 Jet Airways either by issue from Jet Airways stocks or by purchase made by Jet Airways under arrangements with third parties, the successful Tenderer

- (a) Shall hold the said materials as trustees for and on behalf of Jet Airways;
- (b) Shall use such material economically and solely for the purpose for which they are 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 Jet Airways shall be borne by the successful 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 ASSISTANCE TO THE SUCCESSFUL TENDERER

20.1 The successful Tenderer shall not, except to the extent specifically agreed to by Jet Airways in the Agreement, be entitled to any sort of assistance either in the procurement of raw materials required for the fulfilment of the Agreement or in securing the transport facilities. Any assurance or assistance given or attempted to be given to the successful Tenderer in this regard and not covered by the terms of the Agreement shall not be construed as a representation that Jet Airways is willing to waive of its rights or any other terms of the Agreement. Provided however, that in the event of such assistance resulting in the successful Tenderer obtaining material at a cost lower than the market rate or there is an overall reduction in the cost, then Jet Airways is entitled to a proportionate reduction in the rates of the equipment/services quoted in the Tender.

21 CHARGES TOWARDS WORK NECESSARY FOR COMPLETION OF AGREEMENT

21.1 The successful Tenderer shall pay all charges for handling, stamping, marking, drawings, templates, model and gauges for protecting and preserving patent rights and for all such measures as may be deemed necessary for proper completion of the Agreement, though no special provisions thereof may have been made in the particulars.

22 DESPATCH OF SUPERVISORS FOR DELIVERY/COMMISSIONING WORK

22.1 The successful Tenderer will dispatch its site supervisory staff as well as installation and commissioning engineers and other engineering services as and when required to supervise the delivery/installation work and its ultimate commissioning.

23 QUALITY AND REJECTION OF EQUIPMENT/SERVICES

23.1 Notwithstanding receipt of the equipment/services by Jet Airways and/or payment thereof Jet Airways shall not be deemed to have accepted the equipment/services until after inspection. The successful Tenderer hereby warrants that the equipment/services delivered 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 or deterioration in equipment/services received by Jet Airways which are subsequently discovered to be not in conformity with the order placed with the successful Tenderer. The successful Tenderer shall refund the purchase price of such equipment/services, if paid earlier.

23.2 The quality of the equipment/services supplied 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.

24 TRAINING

24.1 The successful Tenderer shall provide training for the operation, maintenance and troubleshooting of the equipment being commissioned and handed over to Jet Airways. The training shall be at the time and in accordance with the details as have been/to be agreed upon by and between Jet Airways and the successful Tenderer. The cost of this training should be included separately in the Tender.

25 SPARES

25.1 The successful Tenderer should provide a comprehensive list of spares recommended for the equipment/system three months prior to the delivery of the equipment/system. In addition, the successful Tenderer should also hold sufficient stocks of spares in its warehouse.

26 DOCUMENTATION

26.1 The successful Tenderer should also provide/furnish, as applicable, the following documents:-

- (a) 2 copies of the manufacturer's manual
- (b) Layout drawing for the entire system
- (c) "As Built Drawings" operation, trouble shooting manuals
- (d) Wiring and installation drawings for installing the equipment
- (e) 2 copies of the parts manual which includes all specifications, operations and maintenance information on all components, sub assembly and accessories used on/or provided with the equipment
- (f) Price list of spare parts
- (g) List of standard tooling/accessories supplied with the equipment upon delivery of the equipment
- (h) Construction drawings, if required, for approval signature prior to construction and installation.

The abovementioned documents will be the property of Jet Airways.

27 PRODUCT SUPPORT

27.1 The successful Tenderer will provide product support for the supplied equipment for a minimum of ten (10) years from the date of commissioning and hand over. The product support includes spare parts, modification and upgrading, whenever applicable.

27.2 If the successful Tenderer fails to make good the equipment/system during the warranty period and after a reasonable period of time, Jet Airways may commission another vendor to carry out the work. In the circumstances, all expenses incurred will be made good by the successful Tenderer either in cash or by deduction from the banker's guarantee, as Jet Airways may deem fit.

28 SERVICING DURING WARRANTY

28.1 The successful Tenderer will provide servicing during the warranty period. The parts and materials (except for consumables) shall be supplied by the successful Tenderer. The cost of these servicing should be quoted separately in the Tender.

29 CONDITION FOR OPERATIONS IN THE DESIGNATED AREAS

29.1 The equipment to be supplied must comply with the directives of the Civil Aviation Authority and the other relevant regulatory authorities of the state where the equipment is to be used.

30 VISITS

30.1 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.

31 TERMS OF PAYMENT

31.1 Jet Airways will pay the successful Tenderer within 45 days of receipt of the successful Tenderer's invoice or upon receipt of the equipment by Jet Airways whichever is the later.

32 PERSONNEL SAFETY

32.1 The successful Tenderer will comply with all labour and safety regulations when carrying out any maintenance/repair or installation service and shall bear all costs associated with such compliance.

33 LIABILITY FOR DAMAGES

33.1 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.

34 INJURY TO PERSONS

34.1 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.

35 REGULATORY COMPLIANCE

35.1 The successful Tenderer shall ensure compliance of all applicable laws, rules and regulations in supply of equipment/services to Jet Airways and shall indemnify Jet Airways from any breaches committed by the successful Tenderer.

36 CONFIDENTIAL INFORMATION

36.1 The successful Tenderer, his assigns, agents and employees shall hold in confidence any and all information disclosed to them 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.

36.2 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 equipment by another name.

37 GIFTS, INDUCEMENT AND REWARDS

37.1 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.

37.2 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 and/or given gifts and rewards in obtaining or in execution of any Agreement.

38 DISPUTE RESOLUTION

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

39 GOVERNING LAW AND JURISDICTION

39.1 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.

40 ENFORCEABILITY

40.1 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.

40.2 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.

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