

**1) TENDER NO : PHL/NR/MAT/7009/TE-306**

**2) DATE: 20- Sept - 2019**

**3) PRIORITY: ROUTINE**

**4) SUBJECT: PROCUREMENT OF CONSUMABLES FOR AVIATION STORE USE**

**5) TENDER DUE DATE: 09 - Oct - 2019 TIME: 15:00**

**6) TENDER OPENING DATE: 09 - Oct - 2019 TIME: 15:30**

Dear Sir,

We are having requirement of the following consumables for Aviation Stores:-

| SI No | PHL Part No | Description                              | MAKE      | Shelf Life | Pack Size | Unit | Qty Req | RATE IN INR | GST % | Total amount INR |
|-------|-------------|--|-----------|------------|-----------|------|---------|-------------|-------|------------------|
| 1     | NR/01476    | AEROSHELL 555<br>(1 tin of 0.946 ltr)    | AEROSHELL |            |           | Tin  | 120     |             |       |                  |
| 2     | NR/0906     | MOBIL JET OIL II<br>(1 tin of 0.946 ltr) | MOBIL     |            |           | Tin  | 252     |             |       |                  |
| 3     | NR/1190     | MOBIL GREASE<br>28                       | MOBIL     |            |           | Kg   | 20      |             |       |                  |

#### Terms and Conditions

- Payment term:\_\_\_\_\_
- Detention Charges:\_\_\_\_\_
- GST:\_\_\_\_\_
- Validity of quote\_\_\_\_\_
- All the products must be accompanied with relevant quality documents
- Delivery of the goods at our Rohini Heliport Address

**Contd-3**

**OTHER GENERAL TERMS AND CONDITIONS:**

1. You are requested to send sealed quotation for the above on or before due date and due time. **Quotation should be submitted in the given format only, falling which the quotation will not be considered.**
2. Minimum product life should be 75% at the time of supply of item.
3. Quotation must be firm and should be valid for a minimum period of 60 days from the date of opening.
4. (a) Actual Percentage of GST if any whatsoever where liveable and intended to be claimed from PHL, whether as a part of the price or by way of tax in pursuance of any statutory provisions enabling the dealer to collect the IGST/CGST leviable on him, from the purchases should be distantly shown along with the price quoted. Wherever it is not done, all claims for payment (or) reimbursement of IGST/CGST of any description will be deemed to have been waived and such claims shall not be entertained at any ground whatsoever at a later date.
- b) If supplier offers quote on High Seas Sales Basis, then the responsibility of payment of additional 2% customs duty/service charges/VAT/other Govt. levies and duties if any, except normal custom duty should be payable by the seller (the customs adds 2% additional customs duty on assessable value of items declared in bill of entry (BOE) due to high seas sales).
- c) In case, Govt. of India discontinues import of goods on high seas sales, then no quote will be acceptable on high seas sales. However all the supply orders placed on HSS basis earlier would automatically be converted into normal orders and items supplied/received would be considered as per normal import orders.
5. GST Registration number may please be indicated on your quotation along with PAN copy.
6. The quantities mentioned in the Tender Notice are and shall be deemed to be only approximate and will not be in any manner, whatsoever will be binding on PHL.
7. Quotation received in sealed envelopes only will be considered or through fax or email will not be considered
8. Liquidated Damages -Time and date of delivery of the stores shall be the essence of the Contract. Should the contractor fail to deliver the stores within the stipulated period for such delivery or despatch the purchaser shall be entitled to withhold payment until the whole off the stores have been supplied. After expiry of delivery date, LD will be recovered @ 0.5% (half percent) of the price of any stores which the contractor has failed to deliver or despatch aforesaid for each and every week or part of a week subject to maximum 10% of the contract value.
9. The quotation has to be submitted keeping in mind our standard payment terms, i.e. after Receipt and Acceptance of item/s at our stores within 30 days.
10. Printed Terms and Conditions on letter head or quotation form of tenderers shall not be applicable. Quotation should be in Indian Rupees.
11. PHL Reserves the right to reject all (or) any of the tenders or to accept the tenderers either in full or in part or to split up the contract without assigning any reason.
12. **Earned Money Deposit (EMD)** of Rs.12000/- (Twelve Thousand only) will be deposited by the bidder through a demand draft in favour of Pawan Hans Limited through a nationalized bank. The EMD amount will be refunded to unsuccessful bidders within 15 days of opening of tender.

13. MIS-REPRESENTATION

If at any time during the period of contract, it comes to the notice of the PHL that the service provider has misled PHL by way of giving incorrect/false information, which has been material in the award of contract to him/her, the contract shall be liable for termination besides other legal action which may be initiated against him/her under law.

14. CONCILIATION/ARBITRATION

14.1 If any dispute(s) or difference(s) of any kind whatsoever arise between the Contractor and PHL, both the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, PHL.

14.2 In the event, no amicable resolution or settlement is reached between the parties within 15 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD( PHL).

14.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

14.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and laws of India as amended or enacted from time to time.

14.5 The venue of the arbitration shall be New Delhi, India as PHL Registered Office is located and managed, there from. The fee and other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

14.6 The Arbitrator will be given the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

15 FORCE MAJEURE:

15.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

15.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil, Riots, Fire directly affecting the performance of the Contract, and Acts and Regulations of respective Government of the two parties, namely PHL and the Contractor.

15.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months. PHL shall have the option of cancelling this contract in whole or part at his discretion without any liability on its part.

15.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

16 For releasing payment above Rs.50,000/- please mention the details for E-payment comprising of Bank Name, Bank Address, Bank code, Branch Code, RTGS/IFCS, MICR Code, Pan, GST numbers and Current Account Number in your quotation. (Also submit a copy of one cancelled cheque along with your bill).

17 . You can contact PHL on Mobile no. 9821577105 or 9891050285 (Mr. S.N. MAHADEVAPPA) for any clarification before submission of quotation

18 The contract will be guided by "Fall clause", The fall clause provides that if the supplier reduces its price or sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from the date for all the subsequent supplies under the rate contract amended accordingly.

19 The contract can be extended for more three months on same rates, terms and conditions subject to the satisfactory performance of the supplier.

20 In case of price tie (same price of both supplier), L-1 bidder will get preference based on the lowest quote mentioned including GST, clearance etc. which is not on HSS agreement basis.

21 Price quoted should be including, clearance etc. and quoted rate should be PHL Stores, Delhi.

22 Any changes in quotation after opening of the tender will not be considered.

23 The quotations received by 09-10-2019 (Till 15:00.Hrs) will be opened by the tender opening committee on 09-10-2019 at 15:30 Hrs. and after scrutinizing their quotation, the successful bidders will be declared/informed.

**24 Address for Communication only through Courier/By hand since there is no Indian Postal facility is available at this location at present:-**

JGM (Materials)NR  
Pawan Hans Limited  
Sector-36, Rohini  
Rohini Heliport, New Delhi – 110085

25 Tender Enquiry Number must be mentioned on the sealed envelope

Thanking you,

Yours faithfully,

For Pawan Hans Limited

**(AJAY SINGH)**  
**JGM (Materials) NR**