

**COVERING LETTER**

Type of Organisation: SERVICE PROVIDER (AVIATION INDUSTRY)

**Tender Title: Procurement of consumables [02]**

Tender Ref. No. : PHL/NR/MAT/7009/TE-0045 Dt 25-07-2022

Product Category: **Procurement of consumables [02]**

Tender Type: SEALED QUOTATION

Type of Bidding : SINGLE BIDDING

Enter Location: Rohini Heliport, NEW DELHI-110085

First Announcement Date: 25-07-2022

Last Date of Submission: 16-08-2022 (14:30 Hours)

Opening Date: 16-08-2022 (15:00 Hours)

**Work Description : Procurement of consumables [02]**

For further information, contact:

Name: MR N K GARG. Mobile NO. 9654806305

PAWAN HANS LIMITED,

Rohini Heliport, Sector-36, Rohini

NEW DELHI-110085

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1. TENDER NO: PHL/NR/MAT/7009/TE-0045
2. DATE: 25-07-2022
3. PRIORITY: URGENT
4. TENDER DUE DATE : 16-08-2022 (1430 Hours)
5. TENDER OPENING DATE: 16-08-2022 (1500 Hours)

**SUBJECT : Procurement of consumables [02].**

Dear Sir/Madam,

**We are having requirement of the following items. Please fill your tender/quote as per our prescribed format only otherwise your quote will not be considered.**

DESCRIPTION	UNIT	QTY	PACKED SIZE	RATE	VALUE	REMARKS
DRY FILM LUBRICANT (LUBRI-BOND 220)[C-021][PACK SIZE 12 OUNCE AEROSOL]	EA	1				
CARBON CLEANING DETERGENT [BRULIN 815QR][PACK SIZE 5 GALLONS CAN]	EA	1				
GST						
ANY OTHER CHARGES						
TOTAL VALUE						

PHL Payment term:

- 1) Payment within 30 days after shipment.
  - 2) Payment against proof of delivery.
  - 3) Payment through irrevocable letter of credit at sight in which case all the bank charges outside India are borne by the suppliers.
  - 4) Wire transfers against proof of shipment of goods.
  - 5) Advance payment against matching bank guarantee.
- Adopt one option from above.

Any Other Charges:\_\_\_

- GST:\_\_\_
- Validity of quote\_\_\_\_\_
- All the products must be accompanied with relevant quality documents
- Minimum remaining life required 75% and above.
- Delivery of the goods at our Rohini Heliport Address with in \_\_\_\_\_ days after PO.

OTHER GENERAL TERMS AND CONDITIONS:

1. **It is 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. Quotation must be firm and should be valid for a minimum period of 60 days from the date of opening.
3. Actual Percentage of GST if any whatsoever where applicable/livable 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 clearly 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 off and such claims shall not be entertained at any ground whatsoever at a later date.
4. GST Registration number may please be indicated on your quotation along with PAN copy.
5. The quantities mentioned in the Tender Notice are indicative only and shall be deemed to be only approximate and will not be in any manner, whatsoever will be binding on PHL.
6. Quotation received in sealed envelope shall only will be considered. Quotes received through fax or email will not be considered.
7. **Liquidated Damages** -Time and date of delivery of the stores shall be the essence of the Contract where applicable. Should the contractor fail to deliver the stores within the stipulated period for such delivery or dispatch the purchaser shall be entitled to withhold payment until the whole lot of 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 dispatch aforesaid for each and every week or part of a week subject to maximum 10% of the contract value.
8. 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 30days.
9. Printed Terms and Conditions on letter head or quotation form of tenderers shall not be applicable. Quotation should be in Indian Rupees.

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10. 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.

11. 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.

12. CONCILIATION/ARBITRATION:-

12.1 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.

12.2 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).

12.3 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.

12.4 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.

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12.5 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.

12.6 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.

13. **FORCE MAJEURE:**

13.1 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.

13.2 The term "Force Majeure" as employed herein shall means acts of God, War, Civil, Riots, Fire directly affecting the performance of the contract, Flood and Acts and Regulation of respective Government of the two parties, namely PHL and Contractor.

13.3 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.

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

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- 16 All payments should be released to the suppliers through online i.e NEFT/RTGS. Please submit a copy of one cancelled cheque or Bank details along with your bill for making online payment.
- 17 You can contact PHL on Mobile no. 9899874236 (Mr. ROHTAS KUMAR) 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 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. Price quoted should be including, clearance etc. and quoted rate should be PHL Stores, Delhi. Any changes in quotation after opening of the tender will not be considered.
- 20 The quotations received by 16-08-2022 (Till 1430.Hrs) will be opened by the tender opening committee on 16/08/2022 at 1500 Hrs. and after scrutinizing their quotation, the successful bidders will be declared/informed.
- 21 **Address for Communication only through Courier/By hand since there is no Indian Postal facility is available at this location at present:-**

HOD (Materials) NR

Pawan Hans Limited

Sector-36, Rohini

Rohini Heliport, New Delhi – 110085

Tender Enquiry Number must be mentioned on the sealed envelope.

Thanking you,

Yours faithfully,

For Pawan Hans Limited

**(MUNISH BAHL)**

**HOD (Materials) NR**

