

Ltd.+ Website Tender

Ref. No.: 14-VII/GDS(2381)12PB/T-228

IMPORTANT INSTRUCTIONS FOR THOSE VENDORS WHO ARE APPLYING IN RESPECT OF LIMITED + WEB TENDER ENQUIRY AFTER DOWNLOADING FROM NPL WEBSITE.

Interested manufacturers/ their authorized vendors having capability of proper supply/installation of required items as per enquiry can also submit their offer directly on the basis of website tender in the manner prescribed in such tender enquiry uploaded on NPL website www.nplindia.org.

In such cases, the tenderer has to **attach invariably a copy of the enquiry downloaded from the NPL website** duly stating in covering letter that the enquiry is downloaded by them and also **attached VENDOR DECLARATION FORM** as per annexure 'A'; failing which the offer not be considered.

VENDOR’S DECLARATION FORM

[The interested vendor shall fill in this form and should submit along with tender document without fail. This should be done on the letter head of the firm]

1. Vendor’s Legal Name :

2. Vendor’s actual or intended Country of Registration :

3. Vendor’s Legal Address in Country of Registration :

4. Vendor’s Authorization Representative Information

Name :

Designation :

Address :

Telephone/Fax numbers:

Email Address :

5. Please provide following details in reference of firm, as applicable

TIN NO. :

PAN NO. :

TAN NO. :



CSIR - NATIONAL PHYSICAL LABORATORY
(Council of Scientific & Industrial Research)

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Ref. No.:	14-VII/GDS(2381)12PB/T-228	Dated : 01.03.2013
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To,

Dear Sirs,

We are interested to purchase the following items from the reputed Indian/Foreign Manufacturers or their Sole Authorized Dealers/Distributors/Agents. Kindly send us the Quotations/Performa invoice in closed/sealed covers with wax/cello tape/ company seal indicating minimum delivery period. The sealed envelope containing your quotation super scribed with our reference no., Due Date of Tender and addressed to Director, NPL should reach this office latest by **21.03.2013 upto 5.00 PM (IST)**. The quotations will be opened on **22.03.2013 at 2:30 P.M (IST)** onwards in the presence of supplier's representative who wish to present themselves at that time.

SN.	Articles	Qty.
1	Chemicals (A list of Chemicals are given in Appendix -I)	As per Annexure -I
	Note: <ol style="list-style-type: none">1. A Price reasonability certificate may be submitted stating that you will not sell the item less than the quoted price to NPL.2. In case quotation is submitted by Indian Agent, the authorization letter issued by their principal to quote on their behalf must be enclosed or foreign principal directly could bid in a tender. One agent can participate in a tender on behalf of one manufacturer. No offer will be entrained if the same Indian agent is representing another manufacturer3. All the bidders should quote price for each and every item alongwith consolidate price._4. This tender enquiry is also available on NPL website www.nplindia.org under Tender link.5. Earnest Money Deposit (EMD) for Rs. 60,000/- in the form of Bank guarantee or Term Deposit Receipt/FDR or Bank Draft of a scheduled bank pledged in the name of Director, National Physical Laboratory, New Delhi valid for 120 days from the date of opening of the tender and for foreign manufacturers they should furnish the EMD in foreign currency equivalent to Indian rupees, otherwise quotation may not be considered. The firm registered with DGS&D/NSIC as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item. The bid security /EMD may be forfeited if a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity.	

NOTE: The terms and conditions printed overleaf of this letter may be read carefully before sending your quotation.

Yours faithfully

Section Officer (S&P)

TERMS & CONDITIONS

1. Your prices/rates must be on FOB basis up to international Airport/seaport/post office including inland freight/cartage/forwarding/documents etc. otherwise quotation will not be considered.
2. Freight and insurance will be arranged by NPL. The mode of dispatch to be followed by you must be indicated clearly.
3. **Validity of offer** : The prices must be valid at least for a period of **90 days for indigenous supplies & 120 days for imports** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later.
4. All bank charges in the exporting country will be on the exporters account.
5. Please indicate the name and complete address of your Indian agent in India. The percentage of Indian agent's commission payable in India rupees must be indicated clearly in your quotation which will be paid after receipt of goods in good working condition.-
6. The exporters will provide an Inspection Certificate in respect of inspection of material, along with the shipping documents free of charge failing which our bankers will not release the payment.
7. The shipment through couriers services & **Advance Payment** will not be accepted in any condition.
8. The shipment must be affected through our consolidation agent. The details of our consolidation agent will be indicated in our order.
9. **PAYMENT TERMS** : The payment against imports shall be made through irrevocable LC. L/C will be opened for 100% FOB value and shall be released on presentation of complete and clear shipping documents. OR 100% through TT upon receipt of material in good condition.
10. **COMMENCEMENT OF WARRANTY PERIOD** : The warranty period of an item shall commence from the date of satisfactory installation/commissioning/demonstration at the project site in National Physical Laboratory, New Delhi. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.
12. **INSTALLATION** : (Not required in this case) ~~The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately but in any case within two months after receipt of the item in the lab and the same will be put under operation to the satisfaction of our technical expert/Scientist who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.~~
13. **PENALTY CLAUSE** : In case of delay in supply & installation will find on part of the supplier, a penalty @ 0.5% per week subject to maximum 10% of Order/FOB value will be charged for delayed period.
14. **DISPUTE SETTLEMENT**: *The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.*

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable to unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchase shall pay the Supplier any monies due the Supplier.

Sl No	Name of Chemicals	Short Name	Quantity
1	poly-dithieno[3,2-b:2',3'-d]germole thieno[3,4-c] pyrrole-4,6-dione	PDTG-TPD	2x1000 mg
2	7,7'-(4,4-bis(2-ethylhexyl)-4H-silolo[3,2-b:4,5-b'] dithiophene-2,6-diyl)bis(6-fl uoro-4-(5'-hexyl-[2,2'-bithiophen]-5-yl)benzo[c][1,2,5]thiadiazole)	DTS(FBTTh2)2	2x1000 mg
3	5,5'-bisf(4-(7-hexylthiophen-2-yl)thiophen-2-yl)-[1,2,5]thiadiazolo[3,4-c]pyridineg-3,3'-di-2-ethylhexylsilylene-2,2'-bithiophene	DTS(PTTh2)2	2x1000 mg
4	2-(6-(4-(diphenylamino)phenyl)-4,4'-diphenyl-dithieno[3,2-b:2',3'-d]silol-2-yl)-methylene-malononitr	TPDCDTS	2 x1000 mg

Note: Please provide the above material (Sr. No. 1-4) in pack size not more than 1000 mg.