

Ltd.+ Website Tender

Ref. No.: 14-VI/ST(746)2014PB/T- 89

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.

Annexure-:Aø

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)

Dr. K. S. Krishnan Marg, Pusa Campus,
New Delhi-110012.

Ref. No. 14-VI/ST(746)2014PB/T- 89

Dated:
07.01.2015

Dear Sir,

We are interested to purchase the following items. Kindly send us the sealed quotations/Performa invoice indicating minimum delivery period. The sealed envelope containing your quotation superscribed with our reference no. and addressed to Director, NPL should reach this office latest by **29.01.2015**. The quotations will be opened on **30.01.2015** at **2:30 P.M.** in the presence of suppliers representative who wish to present themselves at that time

S.No.	Articles	Qty.
1.	<i>Infrasonic sensor (200 to 0.1 Hz):</i>	Two
2.	<i>Data Logger with specification: Number of inputs : 6, Input range : 5V p-p & 40 V p-p bipolar differential, 2X 1 Mohm, Noise~ 1count RMS upto 200 sps, Acquisition Mode: Continuous user selected start time, ring buffer or until storage full, Timed 16 user programmable recording windows, Data storage type: Upto 240GB hard disk, Timing accuracy $\leq \pm$microseconds of UTC with GPS lock. 1. All Enquiries will be entertained only between 2PM to 3PM 2. Please send your quotation as per terms and conditions enclosed before the due date specified above. 3. One Indian agent cannot quote on behalf of two principals. If so, Both quotations shall be rejected. 4. Bid should be submitted in <u>SINGLE BID ONLY</u>.</i>	One

Yours Faithfully

Section Officer (S&P)

TERMS & CONDITIONS

- 1 Your prices/rates must be FOB up to gateway international Airport/seaport/post office including inland freight/cartage/forwarding/documentations custom clearance & boarding charges etc. **Please follow this terms very strictly & carefully.**
- 2 Freight and insurance will be arranged by NPL. The mode of dispatch to be followed by you must be indicated clearly on your quotation.
- 3 All bank charges in the exporting country will be on the exporters account.
- 4 The blue/catalogue/pamphlets/literature and Instruction Manual must be attached along with your quotation/performs invoice.
- 5 The shipment through courier services will not be accepted unless beneficiary takes the responsibility of delivery of goods at NPL. But in that case payment shall be made after receipt of goods at NPL.
- 6 The shipment must be routed through our consolidation agent. The details of our consolidation agent will be indicated in our order.
- 7 **Payment:-** will be made against L/C: 100% payment shall be released through our bank M/S. Syndicate Bank, IARI Campus, New Delhi-11002 through TT after receipt of goods at NPL and outside of India bank charges will be borne by the supplier.
8. NO ADVANCE PAYMENT : No advance payment will be made .
9. 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.
- 10 We prefer quoted price upto FOB Point/ Mainly on following Airports : USA- Newark, New York, Los Angeles, Chicago, Sanfrancisco, Germany- Frankfurt, Japan-Tokyo, Osaka, UK-Heathrow, Netherland- Amsterdam, Switzerland- Zurich, Australia - Melbourn, Canada-Montreal, Sweden -Stockholm, Denmark-Copenhegan, Thailand-Bangkok,
- 11 Penalty Clause: A penalty of 0.5% of order value per week or part thereof subject to maximum 10% of the order value will be applicable in late delivery period except in force majeure clauses/conditions.
- 12 DISPUTE SETTLEMENT CLAUSE ; 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.

