



NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

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

Ref. No. 14-VI/SK(670)2012PB/T-64

Date: 23.07.2012

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 16.08.2012. The quotations will be opened on 17.08.2012 at 2:30 P.M. in the presence of suppliers representative who wish to present themselves at that time

S.No.	Articles	Qty.
1.	<p><i>High Performance Diamond ATR Accessory compatible with Thermo-Nicolet FTIR Model 5700. It should be able to measure samples up to 300 C. Suitable Digital Temperature Controller with Accuracy of +0.5% and High pressure clamps. Optional Digital force Indicator for precise and reproducible pressure control and Liquid retainer volatiles cover set.</i></p> <p><i>1. All Enquiries will be entertained only between 2PM to 3PM</i> <i>2. Please send your quotation as per terms and conditions enclosed before the due date specified above.</i> <i>3. One Indian agent cannot quote on behalf of two principals. If so their quotations shall be rejected.</i></p>	One

Yours Faithfully

Section Officer (S&P)

E-MAIL: spo@mail.nplindia.ernet.in.

Telefax. : 011-45608645

TERMS & CONDITIONS

1. Your prices/rates must be FOB up to 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/ sight Draft/TT at our sight as will be agreed. We always prefer payment against sight Draft/TT at our sight to avoid L/C opening bank charges in India as well as in Exporting Country. However, 95% payment shall be released on presentation of shipping documents and balance 5% on receipt of goods at NPL on recommendation of user scientist.
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 receipt of the item in good working condition and satisfactory installation/commissioning/demonstration at the project site in National Physical Laboratory, New Delhi.
10. INSTALLATION : - The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately but in any case within one month 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.
11. 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-Copenhagan, Thailand-Bangkok.
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,
- (c) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (d) The purchase shall pay the Supplier any monies due the Supply.