



NATIONAL PHYSICAL LABORATORY
(Council of Scientific & Industrial Research)
Dr. K. S. Krishnan Marg, Pusa Campus,
New Delhi-110012.

Ref. No. 14-III/NG(426)2012PB/T- 66

Date : 23/07/2012

Dear Sirs,

We are interested to purchase the following items. Kindly send us the sealed quotations/Performa invoice the address is given below 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 **16/8/2012 up to 4 pm**. **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.	Article	Qty.
1.	<u>NOISE MONITORING SYSTEM</u> AS PER SPECIFICATIONS ENCLOSED AT <u>ANNEXURE-I</u>	ONE 1
Note: 1. <u>Price must be quoted on FOB basis up to International Airport otherwise quotation will not be considered.</u> 2. <u>A Price reasonability certificate may be submitted stating that you will not sell the item less than the quoted price to NPL.</u> 3. <u>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 entertained if the same Indian agent is representing another manufacturer</u> 4. <u>All the bidders should quote price for each and every item along with consolidated price.</u>		

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

Yours Faithfully

Section Officer (S&P)

:2:
TERMS & CONDITIONS

1. Your prices/rates must be on FOB basis up to international Airport including inland freight/cartage/forwarding/documents & boarding charges etc.
2. Freight and insurance will be arranged by NPL. The mode of dispatch to be followed by you must be indicated clearly.
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 affected 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 at our sight. 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.
8. **INSTALLATION:** The equipment should be installed/commissioned and demonstrated by the supplier/Indian agent at our site 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.
9. The goods must be guaranteed for a period of 12 months from the date of its satisfactory installation at NPL. If the whole material/equipment is found defective during the guarantee period the same will have to be replaced/repared at NPL free of charge on CIF basis.
10. **NO ADVANCE PAYMENT WILL BE MADE IN ANY CONDITION.**
11. **COMMENCEMENT OF WARRANTY PERIOD:** The warranty period of an item shall commence from the date of receipt of the item in good working condition.
12. **PENALTY CLAUSE:** In case of delay in supply and installation 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.
13. **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 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.*

DETAILED SPECIFICATION FOR NOISE MONITORING SYSTEM

- **Measurement Mode:** 24 hours continuous monitoring, Class 1 Precision integrating sound level analyzer and weather proof ½ inch low self noise outdoor microphone fulfilling IEC 61672 Class 1.
- **Measurement Parameters:**
L_{eq} in A, C and Z weightings, Statistical noise parameters L₁₀, L₉₀, L₅₀, L_n etc.
- **Functionality and Calibration:**
System should operate as a self contained unit enclosed in a portable weather proof case. The sound level analyzer should be spot calibrated using an ½ inch Acoustical Calibrator.
- **Memory:**
System should have sufficient memory to record atleast 48 hours noise measurement
- **Power back up:** Charger and battery back up built in should support the continuous running of system for at least 24 hours.
- **Software:** Software for data processing & reporting the time domain and frequency domain (1/1 octave and 1/3rd octave spectrum) measurements both hourly and for the whole day.
- **Accessories:**
System should additionally log the weather data (temperature, pressure, humidity & wind speed)
- **Serial printer:** Portable compatible printer for printing the in-situ noise measurements
- **Optional Accessories:** ½ inch precision condenser microphone and compatible ½ inch microphone preamplifier
- **Environmental Conditions:** System should be capable of working in temperature upto 45 °C without any change in the above specifications.