“TERMS AND CONDITIONS FORM”

IMPORTANT : READ ALL THE FOLLOWING TERMS AND CONDITIONS AND SIGN THE ACCEPTANCE CLAUSE FOLLOWING IT

1. The offers through post or hand delivery should be addressed to “The Head, Computer Support Group, National Institute of Technology, Tiruchirappalli 620015, Tamilnadu, India” and should be sent in a sealed envelope superscribed “QUOTE AGAINST TENDER NOTIFICATION No.: NITT/CSG/OCT/2017 Item No. 5 : BATTERY” so as to reach us on or before 2.30 p.m. on October 26, 2017. Quotations / bids received after deadline will be rejected summarily.

2. Softcopy of the filled in Tender document (provided by NIT-T) in MS-Word format should be provided in a CD/DVD media or USB drive and should be enclosed along with the tender cover (this will be used for preparing comparative statements. Note that scanned copy / handwritten documents / PDF files will not be accepted). However, if there is any dispute between Hard copy and Soft copy, Hard copy will be taken.

3. The quote should also accompany along with a covering letter in your company letterhead with contact information such as contact person name, postal address, email id, and mobile number with signature.

4. Each offer should be sent in a sealed cover with the tender documents with company seal and signature.

5. The tenders will be opened on October 26, 2017 at 3:00 p.m. in the presence of the bidders present with authorization letter from the respective companies / firms. If in any case, unscheduled holiday occurs on prescribed closing / opening date, the next working day shall be the prescribed date of closing / opening.

6. Full technical specifications such as make, model number, battery AH rating, warranty should be specified and sent along with the tenders. Offers without these details will be rejected.

7. All offers should indicate the NET price (including GST).

8. The Institute is not authorized to issue C and D forms of Sales tax.

9. 100% payment will be made only after delivery at NIT-T. No advance payment will be made. The payment will be normally made by the institute (for plan or project purchase) normally within 30 days of the receipt of the items along with invoice / bill (if the file is in order).

10. No revision of the price bid will be allowed once the price bids are opened.

11. No increase in price will be allowed after the arrival of NIT-T rate contract.

12. Price protection: At any later date during the 1 year rate contract period if the market price is lower than the approved price, the market price will be applicable. If there is any hike in market price, the quoted price should be applicable.

13. Quote should come from authorized dealer or distributor or reseller for each of the product quoted. An authorization letter from OEM should accompany your quote, otherwise it may lead to rejection.

14. The delivery period and other terms should be clearly mentioned.

15. The bidders/vendors are informed that they should not call us over phone or contact us in person. All clarifications can be obtained through E-Mail/Post. Vendors shall not make attempts to establish unsolicited and un-authorised contact with us after the opening of the offers and prior to the notification of the award. Any attempt by any bidder/vendor to bring extraneous pressures on us shall be sufficient reason to disqualify the bidder/vendor.

16. Delay / loss in postal transit or due to other reasons will not be NIT-T’s responsibility.

17. Authorized signatory should sign on all the pages. Bids without authorized signatures will be rejected.

18. We are not responsible for accidental opening of the covers that are not properly superscribed and sealed before the time scheduled for opening.

19. The tender should be filled only on the “Tender Document provided by NIT-T” which is available in our website, otherwise it shall lead to rejection. The Tender Document should be duly filled up preferably TYPE WRITTEN IN CAPITAL LETTERS and should clearly mention the make, model number & warranty by the bidder against each specification.

20. Using ambiguous terms like “Yes”, "Complied", "Available", or providing irrelevant data or leaving the field blank is NOT acceptable, each bidder has to instead specify the matching full technical specification for each line item.

SIGNATURE WITH DATE

SEAL OF THE FIRM
21. The bidders are not allowed to make addition or alteration in the tender document.
22. If no warranty period is specified then the default warranty will be assumed as one year for Sl# 1 to 4 and two years for Sl# 5 to 10.
23. The manufacturers of the quoted make of the product must be of national / international repute and having ISO / BIS certificate.
24. **Liquidated damages**: If the bidder/supplier, after accepting the Purchase Order, fails to deliver any or all of the Goods within the period specified in the Order, NIT-T shall, without prejudice to other remedies under the Rules of Purchase, proceed to cancel the order or agree to accept a delayed delivery on the condition of payment of liquidated damages by the bidder / supplier a sum equivalent to 0.50% of the total cost as indicated in the Purchase Order (which will be deemed as agreed price) for each week or part thereof of delay until actual delivery or performance is completed and such penal charges shall be limited to a maximum of 5% of the total cost. Once the maximum is reached NIT-T may proceed on its own to consider the termination / cancellation of the order.
25. No Earnest Money Deposit (EMD) or processing fee is required for submitting this NIT-T rate contact tender.
26. Failure to comply with all the terms and conditions mentioned herein would result in the tender being summarily rejected.
27. This is a single bid system. The price bids would be opened at the same time.
28. The bidders are expected to renew their offers whenever requested. The quoted prices should be valid for the entire one year NIT-T rate contract period with validity till October 31, 2018. Orders will be placed as and when required during this period.
29. Incase the quoted model is declared end-of-life (EOL) or if the OEM stops the production or if the specification changes during the NIT-T rate contact period, then in that case the next equivalent replacement model should be supplied subject to condition that the purchase committee accepts to this. The replacement model should have the same specification or higher specification, and should be in no way inferior. The same should be notified in writing to NIT-T as and when the model or specification changes. The decision of the NIT-T purchase committee is final.
30. The order will be based on the actual requirement at the time of ordering and it may be 1 number or in lots depending on the department requirements.
31. Bidder are free to quote for some items alone if required. It is not compulsory to quote for all the items. Bidders are free to quote for more than one make / model / brand if required.
32. NIT-T Rate contact will be awarded for one year to the item wise L1 for each item and not to the overall L1.
33. The supply should be in original OEM’s packing. The packing should not be tampered. If tampered or if found duplicate, action will be taken against your firm and your firm’s name will be deleted from our suppliers list.
34. The invoice / bill should have all the required details like NIT-T Purchase Order (PO) number, Make, Model, Price, Serial number, Warranty, Department name and Contact Person Name.
35. All departments are empowered to raise the purchase order with your firm and you are requested to supply the same as per this NIT-T rate contract and purchase order.
36. NIT-T reserves the right to modify or alter the specifications after short listing of tenderers.
37. NIT-T reserves the right to split the orders among multiple bidders/vendors if the prices are same.
38. NIT-T reserves the right to reject any or all the tenders without assigning any reasons whatsoever.
39. In case of dispute, the matter will be subject to Tiruchirappalli, Tamil Nadu Jurisdiction only.

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**ACCEPTANCE**

We accept the above terms and conditions and shall comply with them strictly.

**NAME OF THE BIDDER:**
**POSTAL ADDRESS:**

**MOBILE:**
**EMAIL ID:**

**SIGNATURE WITH DATE**
**SEAL OF THE FIRM**
<table>
<thead>
<tr>
<th>Item No.</th>
<th>N.I.T.T'S SPECIFICATION</th>
<th>Make, Model &amp; Warranty</th>
<th>Unit Price of New Battery</th>
<th>Buy back Value of Old Battery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>APC Replacement Battery</strong>: APC RBC2, 12V/7AH SMF battery for APC UPS with 1 year onsite warranty</td>
<td></td>
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<tr>
<td>2.</td>
<td><strong>APC Replacement Battery</strong>: APC RBC17, 12V/9AH SMF battery for APC UPS with 1 year onsite warranty</td>
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<td>3.</td>
<td><strong>Exide 12V/7AH SMF battery</strong> or compatible for APC UPS with 1 year onsite warranty</td>
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<tr>
<td>4.</td>
<td><strong>Exide 12V/9AH SMF battery</strong> or compatible for APC UPS with 1 year onsite warranty</td>
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<tr>
<td>5.</td>
<td><strong>12V/28 AH SMF Battery</strong> for UPS / Inverter Make: Panasonic, Exide / Quanta / Numeric / Southern, Amaron, Amco, Okaya, Rocket, Hitachi, etc with minimum 2 year warranty</td>
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<td>6.</td>
<td><strong>12V/35 AH SMF Battery</strong> for UPS / Inverter Make: Panasonic, Exide / Quanta / Numeric / Southern, Amaron, Amco, Okaya, Rocket, Hitachi, etc with minimum 2 year warranty</td>
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<td>7.</td>
<td><strong>12V/42 AH SMF Battery</strong> for UPS / Inverter Make: Panasonic, Exide / Quanta / Numeric / Southern, Amaron, Amco, Okaya, Rocket, Hitachi, etc with minimum 2 year warranty</td>
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<td>8.</td>
<td><strong>12V/65 AH SMF Battery</strong> for UPS / Inverter Make: Panasonic, Exide / Quanta / Numeric / Southern, Amaron, Amco, Okaya, Rocket, Hitachi, etc with minimum 2 year warranty</td>
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<td>9.</td>
<td><strong>12V/75 AH SMF Battery</strong> for UPS / Inverter Make: Panasonic, Exide / Quanta / Numeric / Southern, Amaron, Amco, Okaya, Rocket, Hitachi, etc with minimum 2 year warranty</td>
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<td>10.</td>
<td><strong>12V/100 AH SMF Battery</strong> for UPS / Inverter Make: Panasonic, Exide / Quanta / Numeric / Southern, Amaron, Amco, Okaya, Rocket, Hitachi, etc with minimum 2 year warranty</td>
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<td>11.</td>
<td><strong>12V/120 AH Tubular Battery</strong> for Inverter Make: Panasonic, Exide / Quanta / Numeric / Southern, Amaron, Amco, Okaya, Rocket, Hitachi, etc with minimum 2 year warranty</td>
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<tr>
<td>12.</td>
<td><strong>12V/150 AH Tubular Battery</strong> for Inverter Make: Panasonic, Exide / Quanta / Numeric / Southern, Amaron, Amco, Okaya, Rocket, Hitachi, etc with minimum 2 year warranty</td>
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