



Tender Notification No. NITT/CSG/NOV/2016

NATIONAL INSTITUTE OF TECHNOLOGY
TIRUCHIRAPPALLI - 620015

COMPUTER SUPPORT GROUP

Item No. 4 : MICROSOFT SOFTWARE

“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/NOV/2016 Item No. 4 : MICROSOFT SOFTWARE”** so as to reach us **on or before 2.30 p.m. on November 30, 2016. Quotations / bids received after deadline will be rejected summarily.**
2. The quote should 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.
3. Each offer should be sent in a sealed cover with the tender documents. Tenders received through email or FAX will not be normally considered.
4. The tenders will be opened on **November 30, 2016 at 3:00 p.m.** in the presence of the bidders present with authorization letter from the respective companies / firms. Bidders (vendors participating in the tender) intending to attend the tender opening should intimate us in advance.
5. 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 description / specifications 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 taxes) or if required taxes and duties separately, if any. Additional charges for packing, forwarding, freight, insurance etc., if any, should be clearly mentioned.
8. **Our institute has Department of Scientific & Industrial Research (DSIR) certificate valid till 31-08-2021 for claiming Central Customs Duty and Central Excise Duty Exemption.**
9. NIT-T is paying concessional Customs & Excise duty under Government of India Notification No.51/96 for Central Customs and 10/97 for Central Excise Duty vide Certificate No.TU/V/RG-CDE(183)/2011 dt.10.10.11. Currently the purchaser is paying 5% Basic Customs Duty, 2% Educational Cess on Basic Customs Duty, 1% Higher Education Cess on Educational Cess, and 4% Import Additional Duty.
10. The Institute is not authorized to issue C and D forms of Sales tax.
11. If the price quoted is in Indian Rupees, then 100% payment will be made only after delivery of the software license / agreement at NIT-T. The payment will be normally made by the institute within 30 days of the receipt of the software / license / agreement along with invoice / bill.
12. No revision of the price bid will be allowed once the price bids are opened.
13. No increase in price will be allowed after placing the PO.
14. Price protection: 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.
15. Quote should come from authorized dealer or distributor or reseller or retailer for each of the agreement / software quoted with the validity date. An authorization letter should accompany your quote along with proprietary certificate. The offers received without the certificate and authorization may be rejected.
16. The delivery period and other terms should be clearly mentioned.
17. Delay / loss in postal transit or due to other reasons will not be NIT-T's responsibility.
18. Authorized signatory should sign on all the pages. Bids without authorized signatures will be rejected.
19. We are not responsible for accidental opening of the covers that are not properly superscribed and sealed before the time scheduled for opening.
20. Eligibility: Quotation from firms / company's / manufacturer registered under TNVAT/CST/sales tax laws of other states alone be considered. Any Manufacturer / Supplier / Dealer who has been declared ineligible by World Bank / Government of India shall not be eligible to participate in this bid. Any fraudulent practices including concealing of facts at the time of submission of bid and thereafter shall lead to disqualification.

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21. 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/FAX/Post. Vendors shall not make attempts to establish unsolicited and un-authorized 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.
22. The tender should be made only on the "Technical compliance form" which is available in our website, otherwise it shall lead to rejection. The technical compliance form should be duly filled up (preferably **TYPE WRITTEN IN CAPITAL LETTERS**) and should clearly mention by the bidder against each specification.
23. The bidders are not allowed to make addition or alteration in the tender document.
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 tender.
26. This is a single bid system.
27. The bidders are expected to renew their offers whenever requested. The quoted prices should be valid till March 31, 2017. Orders will be placed within this period.
28. In case the quoted software / agreement is declared end-of-life (EOL) or end-of-support or if the OEM stops the production, then in that case the next equivalent replacement software / agreement or higher version of the software should be supplied subject to condition that the NITT purchase committee accepts to this.
29. Not quoting for some of the optional software may result in disqualification. Hence quote for all the items.
30. The invoice / bill should have all the required details like PO#, Price, Description.
31. Please quote educational / academic pricing wherever applicable. The software should be licensed software only. The order will be based on the actual requirement at the time of ordering based on funds available.
32. After submitting the bid/offer and before placing the purchase order, if a new version of software comes out, then the latest version of software should be supplied as and when released via Electronic Download option from OEM site. CD/DVD Media kits are not required.
33. Failure to comply with all the terms and conditions mentioned herein would result in the tender being summarily rejected.
34. NIT-T reserves the right to modify or alter the specifications after short listing of tenderers.
35. NIT-T reserves the right to split the orders among multiple bidders/vendors if the prices are same.
36. NIT-T reserves the right to reject any or all the tenders without assigning any reasons whatsoever.
37. In case of dispute, the matter will be subject to Tiruchirappalli, Tamil Nadu Jurisdiction only.

ACCEPTANCE

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

NAME OF THE BIDDER:

MOBILE:

POSTAL ADDRESS :

EMAIL ID:

SIGNATURE WITH DATE

Use only the bar coded form provided by NITT

SEAL OF THE FIRM



NITT/CSG/NOV/2016

**NATIONAL INSTITUTE OF TECHNOLOGY
TIRUCHIRAPPALLI - 620015**

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SOFTWARE / VOLUME LICENSE / AGREEMENT / SUBSCRIPTION

FIRM'S REF:

DATE:

FIRM'S NAME & ADDRESS:

S#	N.I.T.'S SPECIFICATION	PRICE with 1 year Subscription	PRICE with 3 years Subscription
1.	Renewal of Microsoft Open Value Subscription Education Solutions (formerly known as Microsoft School/Campus Agreement) with 400 FTE (Microsoft Desktop Education: i.e. Windows client license & Office Professional license) Part Number: 2UJ-00011, Product Description: Microsoft Desktop Education AllLng License / Software Assurance Pack Academic OLV 1License LevelE Enterprise		
2.	Microsoft Windows Server Datacenter Edition - license & software assurance, Part Number: 9EA-00314, Qty : 120 (i.e. 15 x 8)		
3.	Microsoft Visual Studio Enterprise with MSDN - license & software assurance, Part Number: MX3-00124, Qty: 10 licenses		
4.	Microsoft Project Professional Part Number: H30-03427, Qty: 10 licenses		
5.	Microsoft Visio Professional Part Number: D87-06005, Qty: 10 licenses		
6.	Microsoft Imagine Premium subscription (formerly known as Microsoft Dreamspark Premium) for one department		

Note: NIT-T has currently Microsoft Open Value Subscription Education Solutions (Agreement # V2187916) which is due to expire on December 1, 2016. Apart from this NIT-T has Microsoft Imagine Premium Subscription (formerly known as Microsoft Dreamspark Premium and Microsoft MSDN AA) for departments.

SIGNATURE WITH DATE

Use only the bar coded form provided by NITT

SEAL OF THE FIRM