INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

MATERIALS MANAGEMENT DIVISION

Powai, Mumbai 400076.

Ref. PR No.1000058860 **RFx. No. 6100003214**

Technical Description: Ultracapacitor Modules (400V DC)

Sr. No	Item Description and Detailed Technical Specification	Technical Compliance (Yes / No)	Additional Information (if any)
1	System: 144S1P Ultracapacitor Modules (400V DC)		
2	Configuration: 4 Modules x 36 cells (all in series)		
3	Energy Storage: 0.46 kWh		
4	Capacitance: 23.6F		

ADDITIONAL TERMS & CONDITIONS - (Supply, Delivery, Installation, Commissioning, Warranty, Liability and After-Sales Support)

Clause No.	Sub-head	Terms and Conditions	Technical compliance (Yes/NO)	Additional Information (if any)
5.0 Scope of Supply and Completion of Vendor Obligations				
5.1	Vendor's scope	The Vendor shall be responsible for the complete supply, delivery, unloading, installation, testing, commissioning, operational demonstration, and successful handover of the equipment/system covered under the Purchase Order.		
5.2	Completion and acceptance	The Vendor's obligations shall not be deemed complete merely upon dispatch or physical delivery of the equipment/system at the Customer's premises. Completion of supply shall be deemed to have occurred only upon successful installation, commissioning, demonstration, and formal written acceptance by the Customer.		
5.3	Conformity and fitness for purpose	The Vendor warrants that the supplied equipment/system shall conform to the specifications, performance requirements, technical standards, and operational requirements		
6.0 Installation, Commissioning and Demonstration				
6.1	Technical personnel	The Vendor shall, at its own cost and expense, depute qualified and authorized technical personnel/representatives to the Customer's site for carrying out installation, commissioning, demonstration, and related activities.		

			Technical compliance (Yes/NO)	**Additional Information (if any)**
6.2	No additional charges	No additional charges including installation charges, commissioning fees, service charges, travel expenses, lodging, boarding, or incidental expenses shall be payable by the Customer unless specifically approved in writing.		
6.3	Remote installation/commissioning	In the event the Vendor proposes installation and commissioning through remote/online mode, the Vendor shall continue to remain fully responsible for providing complete guidance, supervision, operational instructions, related outcomes, results, and technical support for successful installation, commissioning, and operation of the equipment/system.		
6.4	Responsibility until acceptance	The Vendor shall remain solely responsible for the adequacy, correctness, safety, performance, and successful operation of the equipment/system during and after installation and commissioning activities until formal written acceptance by the Customer.		
6.5	Customer assistance	Any assistance, supervision, or support provided by the Customer or its personnel during installation or commissioning shall not relieve, reduce, waive, or otherwise affect the Vendor's obligations, liabilities, warranties, or responsibilities.		
7.0 Submission of Documents, Certifications and Compliance Records				
7.1	Documentation obligation	The Vendor shall, as an essential and inseparable part of supply, provide all applicable technical documents, statutory approvals, certificates, manuals, reports, and compliance records relating to the supplied equipment/system.		
7.2	Documents to be submitted	Such documentation shall include, without limitation:		
		(a) Factory test certificates and inspection reports		
		(b) Quality assurance and conformity certificates		
		(c) Safety compliance certificates and statutory approvals		
		(d) Warranty certificates/documents		
		(e) Installation, operation, maintenance, and user manuals		
		(f) Calibration certificates, wherever applicable		
		(g) Material Safety Data Sheets, wherever applicable		
		(h) Electrical safety, fire safety, environmental compliance, and regulatory approval records, wherever applicable; and		
		(i) Any other technical or statutory documentation reasonably required by the Customer.		
7.3	Material obligation	Submission of complete and accurate documentation shall constitute a material obligation of the Vendor.		

			Technical compliance (Yes/NO)	**Additional Information (if any)**
7.4	Withholding clearance/payment	The Customer shall have the right to withhold inspection clearance, commissioning approval, acceptance, and/or payment in the event of incomplete, deficient, or delayed submission of documents.		
8.0 Delivery Schedule and Timelines				
8.1	Delivery period	The Vendor shall ensure delivery of the complete equipment/system within 03 weeks from the date of issuance of the Purchase Order unless otherwise specifically agreed in writing by the Customer.		
9.0 Delay, Liquidated Damages and Risk Purchase				
9.1	Risk purchase/cancellation	In the event of unreasonable or prolonged delay, the Customer reserves the right to cancel the Purchase Order wholly or partially and procure the goods/services from alternate sources at the risk and cost of the Vendor.		
10.0 Warranty, Defect Rectification and Replacement Obligations				
10.1	Condition of goods	The Vendor warrants that all goods supplied shall be new, unused, free from defects in design, material, workmanship, safety, and performance.		
10.2	Commencement of warranty	The warranty period shall commence from the date of successful installation and commissioning accepted by the Customer.		
10.3	Rectification period	The Vendor shall ensure complete rectification/resolution of the reported issue within fifteen (15) days from the date of intimation unless otherwise agreed in writing by the Customer.		
10.4	Replacement of defective equipment	In the event the defect, malfunction, or failure cannot be rectified within the stipulated period, the Vendor shall replace the defective equipment/component entirely at its own cost and expense within thirty (30) days from the date of written intimation by the Customer.		
10.5	Costs of repair/replacement	All repair, rectification, replacement, logistics, labor, transportation, and associated expenses shall be borne solely by the Vendor without any financial or operational burden on the Customer.		
10.6	Failure to replace	In the event the Vendor fails to replace the defective equipment within the stipulated timeline, the Customer shall be entitled to recover penalty/liquidated damages as specified under the Purchase Order, without prejudice to other contractual or legal remedies available to the Customer.		

11.0 After-Sales Support and Technical Assistance				
			Technical compliance (Yes/NO)	**Additional Information (if any)**
11.1	Support during warranty	The Vendor shall provide comprehensive after-sales support and technical assistance during the warranty period at no additional cost to the Customer.		
11.2	Scope of support	Such support shall include, without limitation: (a) Technical troubleshooting assistance (b) Remote support through telephone, email, video conferencing, or other electronic means (c) Software/firmware support and updates, wherever applicable (d) On-site support visits whenever reasonably required for resolution of technical or operational issues; and (e) Guidance relating to operation, maintenance, and safe handling of the equipment/system.		
11.3	Operational responsiveness	The Vendor shall maintain adequate technical capability and responsiveness to ensure minimum operational downtime.		
11.4	Vendor's responsibility	The Vendor hereby accepts sole, absolute, and unconditional responsibility and liability for any defect, malfunction, failure, damage, safety incident, or non-performance arising out of or in connection with the supplied equipment/system, including installation, commissioning, demonstration, and operational use during the warranty period.		
12.0 Liability and Indemnity				
12.1	Types of liability	Such liability shall include, without limitation: (a) Fire, explosion, electrical hazards, battery failure, or safety incidents; (b) Injury, death, or harm to persons; (c) Damage to the Customer's premises, infrastructure, utilities, connected systems, or equipment.		
12.2	Indemnity	The Vendor shall indemnify, defend, and hold harmless the Customer, its officers, employees, representatives, and affiliates against any and all claims, losses, damages, liabilities, penalties, costs, and expenses arising out of or in connection with: (a) Defective equipment or components (b) Failure of installation, commissioning, or operational performance (c) Breach of statutory, regulatory, or contractual obligations; or (d) Any act, omission, negligence, or default attributable to the Vendor.		

13.0 No Limitation of Liability				
			Technical compliance (Yes/NO)	**Additional Information (if any)**
13.1	Additional obligations	The obligations, liabilities, warranties, and responsibilities of the Vendor under these terms shall be in addition to and not in substitution of any obligations under the General Terms & Conditions of Purchase Order.		
13.2	Vendor exclusions	Any limitation of liability, disclaimer, exclusion clause, or restrictive condition proposed by the Vendor shall not apply unless expressly accepted by the Customer in writing.		
14.0 Binding Effect and Survival				
14.1	Binding effect and validity	These terms and conditions shall be legally binding and enforceable upon the Vendor and shall remain valid till completion of delivery, installation, commissioning, demonstration, payment, warranty period or expiry of the Purchase Order.		