

Tender No: CC/2017/PC-hiring



REQUEST FOR TENDER

&

INSTRUCTIONS TO TENDERER

HIRING OF PCs

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
JOKA, DIAMOND HARBOUR ROAD
KOLKATA 700 104**

Indian Institute of Management Calcutta
Joka, Diamond Harbour Road
Kolkata 700 104

Sub:Tender for (i) Hiring of three hundred and seventy five (375) desktop Pcs with one resident engineer for three years

Sealed tenders are invited for supply, installation, testing, commissioning and maintenance of Personal Computers (PCs) on hire with resident engineers' support for three years at IIMC at Joka Campus.

The scope of this tender encompasses supply of necessary resident engineers and necessary PCs, installation, testing of equipment for the functionalities, demonstration of the equipment and running of the equipment during the entire hiring period.

Tender quotation in sealed cover in two-bid system (Techno-commercial bid 2017- HIRING-Desktop PC and Price bid 2017 - HIRING-Desktop PC) should be submitted in the enclosed Proforma duly filled in and signed. No price should be mentioned in the Techno-Commercial bid 2017- HIRING-Desktop PC.

Envelope A: (Techno-Commercial bid 2017- HIRING-Desktop PC) consisting of

- Technical Offer containing a running serial number with authorized signature on all the pages.
- All documents as mentioned in the Instructions to the Tenderer.
- This tender document with duly signed and stamped in each page.

Envelope B: (Price bid 2017 - HIRING-Desktop PC) consisting of only price bids containing authorized signatures on all the pages.

Envelope C: (EMD 2017- HIRING-Desktop PC) An interest free Earnest Money Deposit - 2% of offer value quoted for, in the form of Demand Draft to be drawn in favour of Indian Institute of Management Calcutta payable at any bank in Kolkata.

Mark the three envelopes as "Envelope A (Techno-commercial bid 2017 - HIRING-Desktop PC)", "Envelope B (Price bid 2017 - HIRING-Desktop PC)" and "Envelope C (EMD 2017- HIRING-Desktop PC)". All envelopes should be placed in another sealed cover addressed to

Chairperson - L&CSC
Indian Institute of Management
Calcutta Joka, Diamond Harbour
Road
Kolkata 700 104.

Attention of the tenderer is invited to the attached "Instructions to Tenderers" and "General Conditions of Contract for Supply/Purchase" which will be binding.

Incomplete quotations or those not as per enclosed forms are liable to be summarily rejected without any further reference. Quotations sent by Telegram/Telex/Fax/email will not be accepted.

Tender Document Purchase Time: 1st September 2017 to 21st September till 16:00 Hrs IST

Pre-Bid Query Submission Deadline: 7th September 2017 till 17:00 Hrs IST

Pre-Bid Query to be Submitted to: Computer Centre Office, IIM Calcutta

Pre-Bid Conference Time: 11th September 2017 at 15:00 Hrs IST

Pre-Bid Conference Venue: Computer Center Conference Room, IIM Calcutta

Bid Submission Deadline: 21th September 2017 till 16:00 Hrs IST

Opening of Bids: The Bids received will be opened on September 21st 2017 At 4:00 P.M. in the presence of tenderers/or their authorized representatives who may like to be present at the opening.

Details of terms and conditions for the tenderers are annexed hereto.

The Institute reserves the right to modify requirements and reject any or all the tenders, wholly or partly without assigning any reason thereof.

Tender documents containing details may be obtained from the office of the Computer Centre on payment of non-refundable Tender Fee of **Rs. 2500/- (Rupees Two thousand five hundred only)** by Demand Draft in favour of Indian Institute of Management Calcutta and payable at a bank in Kolkata, on any working day between 10 A.M. and 4 P.M. Outstation parties may send an application to the Chairperson, L&CSC along with Demand Draft as mentioned above.

Bids must be submitted by hand in the Box kept in the office of the Computer Centre or must reach by post latest by 3 P.M. on

Chairperson, L&CSC

Enclo: Tender Set comprising of

- a. (2 pages). Format for (i) Summary of Investment (to be submitted with price-bid only)
(ii) Price Schedule (to be submitted with price-bid only)
- b. (1 page). Description, Specification & Quantity required (unpriced BOM) (to be submitted with techno-commercial bid only)
- c. (2 pages) Techno-commercial compliance sheet (to be submitted with techno-commercial bid only)
- d. (9 pages) Instructions to the Tenderer
- e. (10 pages) General Conditions of Contract for Supply/Purchase.

FORMAT OF SUMMARY OF INVESTMENT
Summary of Investment (Fill in Rupees)
(including all taxes and other charges)

1. Name of the Tenderer:	
2. Address of the Tenderer	
3. Name & Address of the person to whom all references shall be made regarding this tender Enquiry	
4. Total Cost of Hiring of 375 (Three hundred and Seventy five) PCs with one resident engineer for entire period of three years:	Rs. _____ Rupees (in words) _____ _____
5. Fax Number	
6. Landline Telephone Number	
7. Mobile Telephone Number	
8. Company URL	
9. Email:	
Signature	Designation
Date	
Company Seal	

N.B. No other extra cost will be entertained

Price Bid (including all taxes in Rs.)

Table - 1

Serial No	Item	Qty in Number	Hiring period in years	Hiring Cost of institute Per machine per month	Total Hiring Cost to institute (in figure)	Total Hiring Cost to institute (in words)
1	PC with Intel® Core™ i5 6 th Generation or above Processor & 21.5'' color LED monitor including one Resident Engineer (8 hours per day) for 6 days per week	375	3			

Description, Minimum Specifications & Quantity required

1. PC with Intel® Core™ i5 6th Generation Processor & 21.5’’ color LED monitor: (Qty 375 Nos.)

Processor: Intel® Core™ i5 6th Generation or above Processor, 6MB SmartCache, minimum Clock speed 2.70 GHz with maximum turbo speed 3.30 GHz or above. Motherboard(intel/Gigabyte) with on board Graphic, 10/100/1000 Ethernet and audio/video, HDMI, PCI Slot. RAM: 8 GB DDR-IV (2133 MHz) on one slot (Zion/Corsair Vengeance). HDD: 1 TB SATA Hard Disk (Seagate/Western Digital). SATA DVD Writer (LG/Samsung). Monitor: 21.5’’ color LED (Samsung/LG/Dell), with HDMI. SMPS: Minimum 450 Watt with cabinet (Front 2 Nos. USB & Audio input/output port, Back: 4 Nos. of USB) (i-ball/Frontech). USB Multimedia Keyboard (Logitech/Microsoft). Mouse: Optical USB Mouse(Logitech/Microsoft). Necessary VGA/Power cords. HD Web Camera: 1.3 Mega Pixel (Logitech/I-Ball/Creative), Digital sound Stereo 400 Watt (Creative/i-Ball) with woofer, Headphone with microphone with stereo effect (Logitech/i-ball/Frontech).

Note: (i) 200 (two hundred) Machines with Camera, digital sound stereo headphone with microphone, speaker (ii) 50 (fifty) Machines with 16 GB RAM are required in above 375 machines.

During hiring period, any additional hiring of PCs, should be needed, will be hired at the quoted unit hiring price.

2. Resident Engineer: Support of one resident engineer, 6 days per week for 8 hours per day All software device drivers etc should be supplied in CD/DVD with proper licenses.

Techno-Commercial Compliance Sheet (to be submitted with techno-commercial bid)

Fill the blank columns with Yes or No in each of the following table. Provide supporting document and the page number for items of table 2.

Table- 1

Serial No	Item Description	Yes/No
1	Intel® Core™ i5 6th Generation or above Processor, 6MB SmartCache, minimum Clock speed 2.70 GHz.	
2	Motherboard(intel/Gigabyte) with on board Graphic	
3	Minimum RAM: 8 GB DDR-IV (2133 MHz) on one slot (Zion/Corsair Vengeance)	
4	Minimum HDD: 1 TB SATA Hard Disk (Seagate/Western Digital)	
5	SATA DVD Writer (LG/Samsung)	
6	Monitor: 21.5'' color LED (Samsung/LG/Dell)	
7	SMPS: Minimum 450 Watt with cabinet (Front 2 Nos. USB & Audio input/output port, Back: 4 Nos. of USB) (i-ball/Frontech)	
8	Web Camera: 1.3 Mega Pixel (Logitech/I-Ball/Creative)	
9	Digital sound Stereo 400 Watt (Creative/i-Ball) with woofer	
10	Headphone with microphone with stereo effect (Logitech/i-ball/Frontech)	
11	10/100/1000 Ethernet port on board	
12	USB Multimedia Keyboard (Logitech/Microsoft)	
13	Optical USB Mouse(Logitech/Microsoft)	
14	VGA/Power cords	

Table- 2

Serial No	Description	Yes/No	Supporting Document Supplied (YES/NO) if YES supply page no in the document
1	Minimum turnover of the company in the financial year (2013-14) is 25 lac		
2	Minimum turnover of the company in the financial year (2014-15) is 25 lac		
3	Minimum turnover of the company in the financial year (2015-16) is 25 lac		
4	Has office & presence in Kolkata for last five years		
5	Preferably Hiring given with at least 25 pcs in single order for at least one year in last three years.		
6	Submitted EMD of (2% of quoted total hiring cost to institute) in separate sealed envelope)		
7	Has satisfactory service performance certificate from at least two government organizations with whom the company is currently in business		
8	Resident engineer's Minimum qualification Graduate with certificate in computer hardware maintenance or computer infrastructure		

**Indian Institute of Management Calcutta
Joka, Diamond Harbour Road
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Instructions to the Tenderers

DESCRIPTION OF THE WORK

- (i) Supply on hire, installation, commissioning and seamless integration of 375 desktop PCs with institute LAN

CONDITIONS OF TENDER

Penalty Clause:

If the tenderer does not abide by the following terms & conditions, the Institute reserves the right to initiate appropriate action (including legal) as deemed necessary unless otherwise specified against any specific terms & conditions.

Note:

Terms & Conditions are subject to change prior to the placement of the final purchase order.

Since IIMC is a premier national institution in management education, quote academic/educational prices of software, hardware, equipment's and educational software wherever applicable.

1. General

- 1.1 Institute reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender. Institute reserves the right for distributing the work among several vendors.
- 1.2 Tender fee once paid is neither refundable nor adjustable for other tenders. The tender documents are non-transferable.
- 1.3 All documentation is required to be in English. Corrections/overwriting, if unavoidable, should be signed separately. Tender papers must be signed on all the pages by the tenderer.
- 1.4 Ambiguity must be avoided in filling tenders. All entries in the tender form must be typewritten or in ink. The quotation must be entered both in figures and in words. All pages of the techno-commercial bid should be numbered with a running serial number and signed with office stamp by the tenderer.
- 1.5 Tender date and due date must invariably be quoted on the top of the envelope to be submitted in sealed cover by Courier/Registered Post with A/D or by hand delivery. Tenders delivered by hand should be put into the Tender Box, available till 4.00 p.m. on all working days.

- 1.6 The Institute will not be responsible for non-receipt of tender quotations within the specified date and time due to any reason including postal delay or holidays.
- 1.7 Tender once submitted shall not be returned to the tenderer in future.
- 1.8 The Institute reserves the right not to disclose names and rates of successful tenderers.
- 1.9 Firms which are not able to quote must return the tender forms along with all enclosures, if any, by due date with the words "No quotation" written across the face of it.
- 1.10 An interest free earnest money 2% of offer value quoted for, should be sent along with the Tender by way of A/C Payee Demand Draft drawn in favour of Indian Institute of Management Calcutta payable at any bank in Kolkata.
- 1.11 **Payment of the earnest money is compulsory.** In case a successful tenderer (on whom purchase order would be placed) Earnest Money will be retained as Security Deposit till end of contract period. On successful completion Earnest Money will be returned without interest. In case a successful tenderer (on whom purchase order would be placed) fails to execute the job within specified job completion schedule, the Institute shall NOT return the earnest money.
- 1.12 Unsuccessful tenderers will be refunded earnest money without interest, on application to IIMC within 3 months from the tender selection date.
- 1.13 Tender Form and Schedule to Tender: The tenderers are required to fill in the tender form and return the same along with their offer.
- 1.14 The Schedule to tender, Instruction to Tenderers and General Terms and Conditions of the Contract should also be returned along with the offer.
- 1.15 Each page of the tender form, the Instructions to the Tenderers must be stamped and signed by the person authorized by the tenderer. Full address of the tenderer must be mentioned on the tender forms, failing which the tender may not be considered.
- 1.16 If necessary, the Tenderer is required to give presentation on the systems offered as well as arrange site visit, where Tenderer has installed and integrated similar solution.
- 1.17 Enclosures to Tender Form:

In addition to Tender form and schedule to tender, tenderers are requested to provide the following enclosures:

- (a) Company Profile: (not more than two pages) description of the company (addresses of Registered Office & Head Office, Primary Business, Turnover during the last three financial years, number of employees in Kolkata etc.)
- (b) Details of Maintenance facilities available at Kolkata and total number of engineers & their qualifications employed for maintenance activity.

- (c) Information of sites (should necessarily include company name, number and type of equipment supplied and name of the contact person) where similar equipment have already been supplied by the tenderer.
- (d) Job execution Schedule: Schedule for execution of the job and the earliest possible dates for commencement and completion of supply on hire, installation and testing of the same (adherence to the schedule will be binding on the tenderer).
- (e) Homogeneity of Hardware: The tenderer will have to ensure that all equipment of similar configuration belong to a single homogeneous class.
- (f) No second hand part, component and accessory should be used in the supplied machine.
- (g) Supply of Accessories: All accessories (e.g. Power cable, Signal cable, Brackets and fixtures, casing) that may be necessary for proper use of the equipment will have to be included in the supply.
- (h) Employment of sub-contractors: Employment of sub-contractors for the purpose of carrying out any part of the job or warranty period maintenance of all or any part of the equipments is not acceptable.

2. Income Tax PAN:

3. GST No.:

4. Validity of offer:

- 4.1 Tenders submitted by tenderers shall remain valid for a minimum period of 3 (three) months from the date of opening of tenders. The tenderers shall not be entitled during the said period of three months, without consent in writing from IIMC, to revoke or cancel their tenders or to change the tenders given or any term thereof. In case of tenderers revoking or canceling their tenders or varying any terms in regard thereof without consent of IIMC in writing, the earnest money deposited by them with their offers, will be forfeited.
- 4.2 The institute may need to hire additional PCs of similar configuration from the successful vendor at the same hiring rate during the hiring period.

5. Acquaintance with site:

Tenderers should note that the work is to be executed under the existing site conditions while quoting their rates, terms and conditions. The tenderers may visit the site to get fully acquainted with the site conditions. No compensation/claims in regard to site conditions /constraints /rules and regulations etc shall be entertained.

6. Scope of the work:

- 6.1 Supply of Desktop PCs must be made as per the specification.
- 6.2 On-Site Engineers: Contractor should provide resident engineer for the entire period of hiring. The resident engineers will take care of on call support services of Hardware/OS/Drivers and Software for Peripherals/Office Software on the hired machine from the contractor.
- 6.3 Service of “Resident Engineer” for all hire PCs is required to be mentioned in the tender. The deployment of competent person by the service provider is subject to written clearance by the concern department.
- 6.4 Disk Partitioning/Image Loading: IIMC will provide binary images of OS - Win 7 /Win 8/Win 10/Linux, Ms-Office, Adobe Acrobat reader, Antivirus etc. which is to be loaded on-site by the contractor to every desktop machine hired from the contractor.
- 6.5 Data Transfer: The data from existing users’ machines is to be transferred into the hiring machines of the contractor on one-to-one basis.
- 6.6 Change of users: There will be a bulk handover of hired machines periodically (usually after two/three years or at the end of contract period). During this handover, formatting and new loading of binary images and user data for each machine would be required in the same/other machine. This would be done by the contractor at no extra cost to the institute.
- 6.7 Cleaning of Computers: Contractor should clean all hired machines from them once in a month using vacuum cleaner and appropriate liquid chemicals.
- 6.8 Seamless Integration with Institute LAN: The machines will be connected to our institute LAN. Internet, Intranet, server applications (e.g. Matlab, SAS, SPSS etc) and some standalone applications will be used. Contractor should ensure seamless integration of LAN and other software in this regard.
- 6.9 Software Upgrade: The institute may need necessary software upgrade (i.e OS, driver or other application software) time to time in hired PCs. This would be done at no extra cost to the institute.
- 6.10 Hardware Upgrade: The institute may need necessary hardware upgrade (e.g. RAM into 8GB/16GB, more HDD etc) time to time in the hired PCs. The cost of such upgradation will be settled with the contractor during the time of upgradation.
- 6.11 Installation of all items will be as per the scope to be finalized in the purchase order.

7. Time Schedule (Delivery & Installation):

- 7.1 Delivery of the equipment: Deliveries of all equipment are to be made within 4 weeks from the receipt of the purchase order.

- 7.2 Installation: The work shall be completed strictly within 4 weeks from the date of receipt of the purchase order. A joint programme of execution of the work will be prepared after the award of work. The contractor shall scrupulously adhere to these targets and program and deploy adequate personnel, requisite equipment etc. at site.

8. Risk Purchase:

In case of the supplier's failure to deliver, installation and satisfactory commissioning of equipment within the stipulated date, IIMC reserves the right to purchase the order items from other sources by fresh tendering and in that event additional cost incurred by IIMC for actual final executing the job if any, will be recovered from the supplier.

9. Format of Price Schedule and related terms:

- 9.1 *Tenderer must quote in Rupees.* Unit Prices (hiring per month per machine) for individual items should be quoted as per the enclosed format both in figures and words. *The rates offered should be all inclusive and comprehensive in nature.*
- 9.2 The unit rates and all other charges quoted shall be kept firm throughout the pendency of contract of this work and no price escalation shall be entertained.
- 9.3 Price schedule should include all required items/services. A summary of the price schedule as per the enclosed **format** must be given.
- 9.4 Any additional items/services required for successful completion of this project and not mentioned in the price schedule by the tenderer shall have to be provided by contractor at no extra cost if the work is awarded to the tenderer.

10. Payment terms:

Monthly Payment will be made against the hiring of PCs with resident engineers after satisfactory services at the end of each month.

11. Completeness of Supplies, Installation & Commissioning:

- 11.1 Any other items/services other than those detailed in the list of equipment required herein, which are required for the integrated operations of the system at the IIMC shall be specified by the tenderer separately with its detailed specifications/brochures, etc. The prices for these additional items/services shall be separately provided in the Price Schedule.
- 11.2 The contractor shall be fully responsible for the successful functioning and integrated operations of the system as a whole and the omission of any items/services in the list of equipment required in the document shall not be sufficient reason for non-performance of the system. The contractor should therefore specify, justify and quote for any additional items/services, which they feel, are essential for the functioning of the system.

12. Liquidated Damages:

In the event of failure to comply with the stipulated time schedule for completion of the delivery/execution, the IIMC will have the right to recover from the contractor

towards Liquidated Damages for delay, to the extent of 0.5% of the cost of unfinished portion of work per week or part thereof subject to a maximum of 5% of the total contract value.

13. Contract Agreement:

Contract agreement in duplicate on non judicial stamp paper of value not less than Rs 100 (Rupees One hundred only) for agreement shall be executed before award of the purchase order to the successful tenderer. Until the final contract documents are prepared and executed, this tender documents together with the annexed documents, modifications, deletions agreed upon by the IIMC and the tenderer thereof shall constitute a binding contract between the successful tenderer and the IIMC based on terms and conditions in the aforesaid documents and the finally submitted and accepted prices.

14. Service Level:

99% uptime required for all hired PCs. Necessary inventory of possible spare parts are required to be maintained in IIMC site in this regard. In case any desktop computer does not function fully for 4 or more hours, one day's rent or Rs. 50/- whichever is higher for each such computer will be deducted. For a breakdown of a desktop computer of duration more than 4 hours, Rs. 50/- will be deducted for each multiple of 4 hours.

15. Service Window:

Monday through Saturday: (8 hours per day, six days in a week).

16. Engineers Quality & Qualification:

The resident engineers from the contractor

Are sufficient to provide the services and meet the service levels as set out.

Are suitably qualified and have the appropriate skills and experience required their respective roles and responsibilities.

Undertake their duties in a competent and professional manner at all times

Are employees of the contractor

Are fluent in English, Bengali & Hindi

Are of pleasant disposition and avoid confrontation at all times

Are dressed in normal office attire

Are clean shaven or have a regular beard

Always equipped with tools/equipment and drivers/software to render services as defined in the scope

Always carry and display a laminated identity card with photograph within IIMC

Always carry mobile phones that will be compulsorily switched on in the service window.

17. Service Compliance:

17.1 The contractor should comply with all requests and instructions from IIM Calcutta that are within the scope of hiring order.

- 17.2 The contractor should comply with IIM Calcutta rules, safety and security procedures at all times.
- 17.3 The vendor, once chosen, shall inform IIMC Computer Center the details of the engineer deputed. Frequent change of the resident engineer deputed is strongly discouraged. If such changes are unavoidable, sufficient notice to IIMC should be given by the Vendor and details of the replacement engineer be provided to IIMC Computer Center. IIM Calcutta may, at any time, advise the contractor regarding acceptability if any member of the vendor's support team is withdrawn. Any decision taken by IIM Calcutta in this regard will be final and binding on contractor.
- 17.4 The vendor shall accept reasonable liability for any loss of or damage to any data, or software installed or stored on the equipment. Any cost incurred due to loss of data or software installed shall be recoverable from the vendor should such loss be attributable to the quality of equipment provided by the vendor.
- 17.5 IIM Calcutta shall take responsibility for any loss or damage to the equipment only if such loss or damage results from the use of the equipment by the institute's users. Loss or damage to equipment due to any other reasons shall be the liability of the vendor.
- 17.6 The remuneration of the resident engineers has to be as per applicable law and the service provider shall comply with all applicable statutory provisions.

18. Termination:

- 18.1 If the service quality or equipment supplied fails to meet the need or necessary service during the contract period or service/equipment quality degrades over time, IIMC reserves the right to terminate the contract with one month notice without assigning any reasons and contractor will withdraw their service/equipment from the IIMC premises within a month.
- 18.2 If the service quality or equipment supplied fails to meet the need or necessary service in part during the contract period or part of the service/equipment quality degrades over time, IIMC reserves the right to asked the contractor to withdraw that part of the equipment/service with one month notice without assigning any reasons and contractor will withdraw that part of service/equipment from the IIMC premises within a month. The subsequent payment will be reduced accordingly and made for the remaining part of the equipment/service.

19. Installation:

- 19.1 Contractor shall observe all the codes specified in respective specification, all the legal procedures, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra cost arising from violation of the same.
- 19.2 Contractor shall have at all times during the installation of the PCs, a competent supervisor on the premises. Any instruction given to such supervisor shall be construed as having been given to the contractor.

- 19.3 IIMC reserves the right to inspect all phases of the contractor's operations to ensure conformity to the specifications. IIMC shall have engineers, inspectors or others duly authorized made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of IIMC does not relieve the contractor of the responsibility for quality control in all phases of the work.
- 19.4 Contractor shall be solely responsible for making available all requisite installation equipment, special aids, tools, tackles and testing equipment, appliances etc. for executing the work.

20. Acceptance Criteria:

- 20.1 Performance and compatibility of the equipment with the existing systems and OS should be demonstrated.
- 20.2 Performance of all Desktops should be demonstrated.
- 20.3 All results of installation and tests will be recorded for inspection and verification by IIMC. These reports shall form a part of the job completion documents.
- 20.4 The acceptance will be subject to submission of proper Certification from the manufacturer, when agreed upon.
- 20.5 Inspection and acceptance of the work shall not relieve the contractor from any of his responsibilities under this contract.

21. Jurisdiction:

All questions, disputes and/or differences arising under and out of, or in connection with the contract, if concluded, shall be referred to the High Court of Calcutta or any other court in the district of 24 Parganas(South).

22. Site Cleaning:

- 22.1 The contractor shall take care of cleaning the work site from time to time for easy access to work site and also from safety point of view.
- 22.2 Site should be always-kept clean upto the entire satisfaction of the IIMC. Before handing over of any work to the IIMC, the contractor in addition to other formalities to be observed as detailed in the document shall remove the waste materials from the site to the entire satisfaction of the IIMC.

23. Site Visit/Pre-bid Query/Pre bid Conference:

Bidders may attend the Pre-Bid Conference to clarify their doubts, if any, before submission of tenders. On this regard bidders are requested to do site survey related to this tender before submission of their Pre-Bid queries. Computer Center office, IIM Calcutta may be contacted to facilitate the site survey.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
Joka, Diamond Harbour Road, Kolkata 700 104

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY/PURCHASE

I. DEFINITIONS

1. In the contract, the General and Special conditions governing it unless the context otherwise requires:
 - (a) 'Acceptance of Tender' means the letter of memorandum communicating to the contractor the acceptance of his tender and includes an advance acceptance of his tender.
 - (b) 'Consignee' means where the stores are required by the acceptance of tender to be despatched by rail, road, air or steamer, the person specified in the acceptance of tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person, and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
 - (c) 'Contract' means and includes the invitation to Tender/Purchase Enquiry, the instructions to tenderers, acceptance of tender, general conditions of contract, special conditions of contract, if any particulars, and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed.
 - (d) The 'Contractor' means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the contract.
 - (e) 'Drawing' means the drawings or plans specified in or annexed to the schedule or specification.
 - (f) Institute means Indian Institute of Management Calcutta.
 - (g) The 'Inspection Officer' means the person specified in the contract for the purpose of inspection of stores or work under the contract and includes his authorized representative.
 - (h) 'Material' means anything used in the manufacture or fabrication of the stores.
 - (i) 'Particulars' include :
 - i) Specification;
 - ii) Drawing;
 - iii) Pattern bearing the seal and signature of the inspecting officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the inspecting officer.
 - iv) Sample sealed by the Purchaser for guidance of the inspecting officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the inspecting officer.

- v) Trade-pattern, that is to say a pattern, stores conforming to which are obtainable in the open market and which denote a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry.
 - vi) Proprietary mark or brand means the mark or brand of a product which is owned by an industrial firm.
 - vii) Any other details governing the construction manufacture or supply of stores as maybe prescribed by the contract.
- (j) 'Purchase Officer' means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
 - (k) 'The Purchaser' means Indian Institute of Management Calcutta and includes its successors and assigns.
 - (l) 'Site' means the place specified in the schedule at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose.
 - (m) 'Schedule' means the Schedule annexed to the acceptance of tender.
 - (n) 'Stores' means the goods specified in the Schedule which the contractor has agreed to supply under the contract.
 - (o) 'Supply Order/Purchase Order' means an order for supply of stores and includes an order for performance of service.
 - (p) 'Test' means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
 - (q) 'Contract Price' shall mean the sum accepted or the sum calculated in accordance with the prices accepted by on behalf of the Purchaser.
2. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval by the Purchaser to
 - (a) The consignee at his premises;
 - (b) Where so provided the interim consignee;
 - (c) A carrier or other person named in the contract as an interim consignee for the purpose of transmission to the consignee.
 3. Words in the singular include the plural and vice-versa.
 4. Words importing the masculine gender shall be taken to include the feminine gender and work importing persons shall include any company or association or body of individuals, whether incorporated or not.
 5. The heading of these conditions shall not affect the interpretation or construction thereof.
 6. Terms and expressions not herein defined shall have the meanings assigned to them in the (Indian) Sale of goods Act. 1930 (not amended) or the (Indian) Contract Act. 1872 (as amended) or the General Clauses Act., 1897 (as amended) as the case may be.

II. PARTIES

The parties to the Contract are the Contractor and the Purchaser, named in the Schedule.

III. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR

A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

IV. QUOTATIONS OF RATES BY CONTRACTOR

- (a) The price quoted by the Contractor shall not be greater than the controlled or ceiling price fixed by the law or the Government for the stores or where there is not ceiling price, save for special reason stated in the tender be greater than the price usually charged by the contractor for stores of the same nature, class or description to a private purchaser.
- (b) If it is discovered that the contractor has contravened the above condition, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser (i) to revise the price at any stage so as to bring it in conformity with sub-clause above or (ii) to terminate the contract and forfeit the security deposit.

V. SECURITY DEPOSIT

- (a) Security Deposits will be retained for due fulfillment of the contract.
- (b) The Purchaser shall be entitled and it shall be lawful, on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall also be entitled to deduct from the said deposits any loss or damage which the purchaser may suffer or be put to by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Purchaser.
- (c) In the event of the contractor failing to make and to maintain a security deposit in the manner aforesaid he shall be liable to forfeit to the Purchaser any money lodged with the tender by him, and the purchase shall be entitled to cancel the acceptance of the tender.
- (d) On the performance and completion of the contract in all respects the Security deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, drawings, samples or other property belonging to the purchaser which have been issued to the Contractor.

VI. DELIVERY

- (a) The Contractor shall, as may be required by the Purchaser delivery free of c.i.f at the place or places detailed in the Schedule to the order, the quantities or the stores detailed therein and the stores shall be delivered and installed not later than the dates specified in the schedule.
- (b) The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor.
- (c) Notwithstanding any inspection and approval by the Inspector on the Contractor's premises/works prior to despatch, property, in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.
- (d) No stores shall be delivered to the consignee on weekly holidays and public holidays.

VII. TIME FOR AND DATE OF DELIVERY AND INSTALLATION - THE ESSENCE OF THE CONTRACT

- (a) The time for and the date specified in the Schedule or extended for the delivery and installation of the stores shall be deemed to be the essence of the contract and delivery and installation must be completed not later than the date(s) so specified or extended.
- (b) Failure and Termination

If the Contractor fails to deliver and installation the stores or any instrument thereof within the period fixed for such delivery in the schedule or as extended or at any time repudiates the contract before the expiry of such period the purchaser may without prejudice to his other rights:

- i. recover from the contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 2% of the price of any stores (including element of taxes, duties, freight etc.) which the contractor has failed to deliver within the period fixed for delivery within the schedule or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, or
- ii. Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.
- iii. Where action is taken under Sub-Clause (ii) above, the contractor shall be liable for any, loss which the purchaser may sustain on that account provided the purchase or, if there is an agreement to purchase such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the schedule or as extended, within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery within six months from the date of cancellation of to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor.

VIII. EXTENSION OF TIME FOR DELIVERY AND INSTALLATION

If such failure as aforesaid shall have arisen from any cause which the purchaser may admit as reasonable ground for extension of time, the purchaser may allow such additional time as he considers to be justified by the circumstances of the case, and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid. Any failure or delay on the part of the sub-contractor, though their employment may have been sanctioned under condition XIV(a) hereto, shall not be admitted as reasonable ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

IX. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

The Contractor shall pay all charges for handling, stamping, painting marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspection Officer may deem necessary for proper completion of the contract, though special provision therefore may not be made in the specification or drawings.

X. RESPONSIBILITY OF THE CONTRACTOR OR EXECUTING THE CONTRACT

(a) This contract is for supply of the stores of the description, specifications and drawings and in the quantities set forth in the schedule to the order on the date or dates specified therein.

(b) Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in formal instrument or in exchange of letters and signed by the parties.

(c) Risk in the stores

The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or in the joint possession of the contractor shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of tender until the delivery to a person specified in the schedule as interim consignee for the purpose of despatch to the consignee. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever. While the stores after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The contractor shall alone be entitled and responsible to make claims against railway administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

(d) Consignee's Right of Rejection

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual

delivery thereof to him at the place or destination specified in the schedule of such stores or part portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

- (e) Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of despatch to the consignee the stores shall be at the purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part, portion or consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or other so after their delivery to the interim consignee.
- (f) The provisions contained in Clause XXI relating to the removal of stores by the Inspecting Officer shall, mutatis mutandis apply to stores rejected by the consignee as herein provided.

Subletting and Assignment

The contractor shall not, save with the previous consent in writing of the purchaser, subject, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. In the event of the contractor's subletting or assigning this contract or any part thereof without such permission, the purchaser shall be entitled to cancel the contract, and to purchase the stores elsewhere on the contractor's account and risk and the contractor shall be liable for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase.

XI. CHANGES IN A FIRM

- (a) On the death or retirement of any partner of the contractor firm before complete performance of the contract the purchaser may, at his option cancel the contract and in such case the contractor shall have no claim whatsoever to compensation against the purchaser.
- (b) If the contractor is not determined as provided in Sub-Clause (i) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the purchaser by Registered post with acknowledgement due.
- (c) The decision of the purchaser as to any matter or thing concerning or arising out of this sub-clause or any question whether the contractor or any partner of the contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the contractor.

XII. INDEMNITY

The Contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the purchaser, the purchaser shall notify the contractor of the same and the contractor shall at his own expense either settle any such dispute or conduct any litigation that may arise therefrom.

XIII. PACKING

- (a) The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and or sea as provided in the schedule so as to ensure their being free from loss or damage on arrival at their destination.
- (b) Unless otherwise provided in the Schedule all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
- (c) If the schedule provides that the containers shall be returnable, they must be marked "returnable" and they will be returned to the contractor as per terms of the contract.
- (d) Each bale or package shall contain a packing note specifying the name and address of the contractor, the number and date of the acceptance of tender or supply order and designation of the Purchase Officer or officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

XIV. NOTIFICATION OF DELIVERY

Notification of delivery or despatch in regard to each and every instalment shall be made to the consignee and to the purchaser and any other authority specified in the acceptance of the tender/or supply order immediately on despatch or delivery. The contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account quoting number of the acceptance of tender and/or supply or repeat order and date of despatch of the stores.

XV. PROGRESS REPORTS

- (a) The Contractor shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the purchaser.
- (b) The submission, receipt and acceptance of such reports shall not prejudice the rights of the purchaser under the contract, nor shall operate as estoppel against purchaser merely by reason of the fact that he was not taken notice of or subjected to test any information contained in such report.

XVI. RECOVERY OF SUMS DUE

- (a) Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security if any, deposited by the contractor, and for the purpose, aforesaid shall be entitled to sell and/or realize securities forming the whole or part of any such security deposit.
- (b) In the event of the security being insufficient, the balance and if not security has been taken from the contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the contractor under the contract or any other contract with the purchaser, if such sum even be not sufficient to cover the full amount recoverable the contractor shall on demand pay to the purchaser the balance remaining due.

XVII. WARRANTY

- (a) Contractor shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials' of the type ordered and in full conformity with the contract specifications, drawings, or samples, if any and shall, if operable, operate properly.
- (b) The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the purchaser free of cost at the ultimate destination or at the option of the purchaser the contractor shall pay to the purchaser value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the condition herein specified.
- (c) All replacements and repairs that the purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within one month (promptly and satisfactorily). If the contractor so desires, the replaced parts can be taken over by him or his representative for disposal as he deems fit within a period of three months from the date of replacement of goods/parts. At the expiry of this period, no claim, whatsoever shall lie on the purchaser.
- (d) The warranty, herein contained, shall not apply to any materials which shall have been repaired or altered by the purchaser or on his behalf in any way without the consent of the contractor so as to effect its strength, performance or reliability, or to any defect to any part due to misuse, negligence or accident.
- (e) The decision of the purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and collusive.
- (f) The period of warranty shall be three year from the date of successful installation and certification.

XVIII. INSOLVENCY AND BREACH OF CONTRACT

The purchaser may at any time, by notice in writing, summarily determine the contract without compensation to the contractor in any of the following events that is to say :

- (a) If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Act.
- (b) If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver. Liquidator, or manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitled the court or Debenture holders to appoint a Receiver, Liquidator or Manager.
- (c) If the contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any, right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the contractor shall be liable to pay to purchaser for any expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

XIX. LAWS GOVERNING THE CONTRACT

- (a) This contract shall be governed by the Laws of India for the time being in force.
- (b) Jurisdiction of Courts :
The courts of the place form where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

XX. ADVICE OF ACCEPTANCE

Acceptance of a Tender will be communicated by supply order/acceptance of tender.