

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Computer Centre



DIAMOND HARBOUR ROAD, JOKA  
KOLKATA – 700 104

Tender No. - IIMC/CC/Hybrid\_class\_hire/2021-22/014

Dated: 9<sup>th</sup> December, 2021

**NOTICE INVITING TENDER**

1. Tender for “**TENDER FOR HIRING HYBRID CLASSROOM SERVICES WITH RELEVANT EQUIPMENT & MANPOWER SERVICES FOR IIM CALCUTTA CLASSROOMS**”

Indian Institute of Management Calcutta (IIM Calcutta) invites in two bids systems from eligible bidders for the following services:

IIMC is inviting for hiring of equipment to modify 6 existing classroom into Hybrid classrooms at IIM Calcutta campus. The contract period will be for MBA Term III (2021-2022) starting from 20<sup>th</sup> December, 2021 to 18 March, 2022 (tentatively), with 2 to 3 days of trial period including 6 resident technicians for supporting the hybrid classes in which students would attend online (remote students will join through online meeting platforms like, zoom, webex etc.) as well as offline (students will be present in classrooms).

The scope of this tender encompasses, supply of Digital equipment like, PTZ Camera, Audio equipment like Wireless Handheld mic, Collar mic, Audio amplifier or mixer and other necessary devices mentioned in the TECHNICAL SPECIFICATION (Schedule of Requirement):

The Tender is being invited for selecting successful bidders having experiences in supplying necessary devices and equipment for Hybrid classroom setup in 6 classrooms at IIM Calcutta, Joka, D. H. Road, Kolkata – 700 104.

The works for which tender is invited are as follows:

Sl.No	Name of Work	Estimated Cost (in Rs.)	Earnest Money (in Rs.)	Cost of Tender document (in Rs)	Work Duration (approx..)
A.	<b>TENDER FOR HIRING HYBRID CLASSROOM SERVICES WITH RELEVANT EQUIPMENT &amp; MANPOWER SERVICES FOR IIM CALCUTTA CLASSROOMS</b>	N/A	N/A	NIL	<b>20th December, 2021 to 18 March, 2022, with 3 to 4 days of prior trial period</b>

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The detailed scope of work is given in the tender documents.

2.0 Time schedule of tender activities:

- i) Date & Time for submission of Tender Documents: From **09.12.2021** to **13.12.2021** upto **16.00** hrs.
- ii) Date & Time of Opening of Technical Bid: **13.12.2021**
- iii) Date & Time of Opening of Commercial Bid: 14.12.2021

3.0 Tender documents comprising of the following:

Volume –I: Notice Inviting Tender (NIT)

Volume –II: Price Bid

The tenderer / bidder is advised to follow the submission of above tender documents.

#### 4.0 **Instructions to the Tenderers**

##### **ABOUT IIM CALCUTTA:**

Indian Institute of Management Calcutta is an institution of national importance under the Indian Institutes of Management Act, 2017.

##### **SCOPE OF WORK:**

Scope of this tender will be supplying 2 PTZ camera, 3 Wireless Handheld Mic, 1 Wireless lapel collar mic and other necessary equipment like audio amplifier/mixer, 2 no. speaker, transceivers etc. and accessories like USB cables, Audio cables etc. for each classrooms total of 6 classrooms.

The hiring period will be starting for MBA Term III (AY 2021-2022) starting from 20th December, 2021 to 18 March, 2022, with 3 to 4 days of trial period (before 20th December) for 6 classrooms. However, payments will be made on actual usage on a monthly basis. Addition to the equipment, 6 resident technicians will also be required (one technician for each classroom). The successful bidder will provide proper training to the designated employees and faculties and handover proper documentations for smooth operations of Hybrid classrooms.

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The participating bidders are being requested to visit the site for necessary information before submitting their bids. Once the bid submitted no modifications to the tender terms and conditions will be entertained. No extra payments will not be considered after submitting the bids.

If circumstances necessitates, the contract may be extended for few more days (with same terms and conditions and same price) as per the actual academic requirements for MBA Term 3 in AY 2021-2022. However, the total duration of the contract will not exceed 4 months. The extension will be made according to the quoted rate (per class room basis) in this tender.

**The bidders has to submit technical literature of the proposed equipment with the technical bid.**

**Delivery & Installation:**

Looking at the current situations, IIMC will start the hybrid classes very soon. The bidder has to supply and install all the equipment within 2 days of receiving the Work Order/Purchase order. In case of delay in providing the order IIMC may also communicate the successful bidder with Letter of Intent (LOI) which may then be considered as Formal order to start the execution and the supply date will be count from that LOI date.

- The successful bidder has to execute the installation within 2 days of receiving Work Order.
- The installation will be done inside the classrooms. One of the PTZ camera will captures the board work and the faculty. Another PTZ camera will capture the rest part of the classrooms capturing the students facing the board.
- The camera will be installed in desired positions as prescribed by the competent academic departments.
- The collar mic will be attached to the Faculty/Instructor and the handheld mic will be distributed among the students sitting in the classroom.
- As the contract will be for a period of 3(three) months initially, the Cameras will be mounted in Tripod inside classrooms. The other devices like amplifier will kept inside classroom near existing sound setup.
- However, the speakers may be temporarily hanged from the walls of the classrooms as decided by the concerned academic departments.

**To be submitted with technical bid (with sign & stamp).**

**Device & Service Details (to be supplied):-**

Sl. No.	ITEM	Model	QTY.
1	PTZ CAMERA		12

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2	AUDIO AMPLIFIER	6
3	High quality UHF band frequency duet Wireless Microphone System	12
4	Wireless Microphone	18
5	Wireless Lapel Collar Mic	6
6	Speaker	12

**TECHNICAL SPECIFICATION (Schedule of Requirement):**

Total 12 no. PTZ Camera 18 no. Wireless Handheld mic, 6 no. Wireless Collar mic, 6 no. Audio Amplifier/Mixer, 12 no. speaker 12 Wireless receiver and other related devices and accessories as mentioned in the 6 classrooms have to be supplied and installed in the desired classrooms.

Technical specs of the above equipment are given below:-

**PTZ CAMERA: (QTY. - 12)**

<b>Optical Zoom</b>	10x, f=4.7—47mm
<b>Video format</b>	ST/HD Video format: 1080P60/50/30/25/59.94/29.97
<b>View Angle</b>	6.43degree (tele)—60.9degree wide.
<b>Iris</b>	F1.8 – F2.4
<b>Sensor</b>	½.8 inch high quality HD CMOS Sensor
<b>Effective Pixels</b>	10:9 2.07MP
<b>Digital Zoom</b>	10X
<b>Minimum Illumination</b>	0.5Lux (f1.8, AGC ON)
<b>DNR</b>	2D & 3D DNR
<b>White Balance</b>	Auto/Manual/One Push/3000K /4000K/ 5000K/ 6500K
<b>Focus/Iris/Electronic Shutter</b>	Auto/Manual
<b>BLC</b>	On/Off
<b>WDR</b>	OFF/Dynamic level adjustment
<b>Video Adjustment</b>	Brightness, color, Saturation, Contrast, Sharpness. B/W mode, Gamma curve
<b>SNR</b>	>55dB
<b>Certificate</b>	Bis/ce/FCC/Rohs
<b>Input/ output Interface</b>	
<b>Video Interfaces</b>	USB, LAN, RS232, Audio-In
<b>Video Compression format</b>	H.264, H.265, Dual stream output
<b>Control Protocol</b>	VISCA/Pelco-D/Pelco-p;Baud Rate:115200/9600/4800/2400bps
<b>Audio Input Interface</b>	Double track 3.5mm linear input
<b>Audio Compression format</b>	AAC/MP3 Audio compression

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<b>LAN Port</b>	100M IP Port(100Base-TX); Support VISCA protocol control through IP Port.
<b>Network Protocol</b>	RTSP,TRMP, ONVIF, GB/T28181
<b>Power Interface</b>	HEC3800 outlet (DC12V)
<b>PTZ and other parameter</b>	
<b>Pan/Tilt Rotation</b>	+170 degree, -30 degree--+90 degree
<b>Pan Control Speed</b>	0.1—60 degree/sec
<b>Tilt Control Speed</b>	0.1—30 degree/sec
<b>Preset Speed Pan:</b>	60 degree/sec, Tilt 30 degree/sec
<b>Preset number</b>	255 presets (10 presets by remote controller)
<b>Power Adapter</b>	AC110V-AC220V to DC12V/1.5A
<b>Dimension</b>	150mmX150mmX167.5mm
<b>Weight</b>	1.4Kg
<b>Remote Operation (IP)</b>	Remote Upgrade, Reboot and Reset

**AUDIO AMPLIFIER (QTY. 6)**

Balanced Mic/Line Inputs (Combo jacks) + 1Mic / USB + Bluetooth. Professional 19” rack mounted amplifier/mixer. 1 Auxiliary (stereo summing) input. Bass/Treble and Master Controls on the front panel. Switchable phantom power for CH 1 mic input. Low cut switch on the rear panel. 24V DC operation. Vox Priority on channel 1 overrides all other input signals when activated. LED indicators for power on, signal and clip. Pre out and Amp in (Send/Return) to connect external EFX processors. Auxiliary line out to connect to a booster amplifier.

<b>Power Output</b>	10% THD – 160W RMS, 5% THD – 150W RMS 1% THD – 120W RMS, Max – 200W
<b>Outputs Speakers</b>	min 4 Ω, 8 Ω, 16 Ω, 70V, 100V
<b>Line Out</b>	1V/600 Ω
<b>Pre Out</b>	1V/600 Ω
<b>Input 1–4</b>	Mic 1.5 mV/1.1kΩ 300mV/14kΩ; XLR, balanced 300mV/50kΩ; RCA, unbalanced
<b>AUX</b>	300mV/50kΩ; RCA, unbalanced
<b>Frequency Range</b>	80 –15000Hz, ±3dB
<b>S/N ratio - &gt;</b>	75dB

<b>Tone control</b>	
<b>Bass -</b>	+6dB/-10dB/100Hz
<b>Treble -</b>	±10dB/10Hz
<b>Power Supply -</b>	240V~/50Hz
<b>External DC Supply</b>	24V/9A

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<b>Dimensions (W x D x H)mm -</b>	482 x 305 x 95 (2U)
<b>Net Weight (Kgs.) -</b>	10.6

**High quality UHF band frequency duet Wireless Microphone System (QTY-12).**

Individual channel output with level control & mix output. Display on Transmitter & Receiver for frequency indication. Two microphones can be used at the same time.

<b>Receiver</b>	Dual Channel Non-Diversity
<b>Frequency Response</b>	50Hz-16KHz
<b>Polar Pattern (Hand mic)</b>	Cardioid
<b>Output</b>	Individual Channel: XLR, Mix out: ¼" Jack
<b>Power Req. (Hand mic)</b>	2 x 1.5V AA
<b>Receiver</b>	240V AC 50Hz for AC Adaptor Supplied with the set

**Wireless Microphone (QTY. - 18)**

**Wireless Lapel Collar Mic (QTY. - 6)**

**Speaker (QTY. - 12)**

30 Watt Speakers

**One Desktop PC, Projector & display screen, Internet and Online class software will be provided by IIMC.**

**All the cables required for installation have to be provided by the successful bidder. Bidder should provide good quality cables and other accessories like power cables, power extension board, and audio cable extensions whichever is required for smooth operations of the Hybrid classes.**

**Service Level Agreement (SLA):-**

- 1) The resident technicians should be available at all 6 classrooms at all times of the class schedule.
- 2) The engineer should be present 15 minute before and after of the class start and end respectively.
- 3) The successful bidder should keep stock of required equipment, for immediate replacement purpose.
- 4) The class shouldn't get delayed for any equipment malfunction.
- 5) Regular checkups and preventive maintenance to be made during the hiring service tenure.
- 6) The duty timing of the residential engineer will be 6 days per week for 8 hours (6x8). However, duty schedule may change as per requirement of the academic departments.
- 7) In case of non-functioning of any device, there should be a backup devices for immediate replacement. In case of any lapse in service quality, penalty may be imposed.
- 8) In case some of the other programs are interested to accommodate in the vacant slot, the other concerned department may be allowed subject to approval of the MBA Academic administration.

**Bidder's Qualification Criteria:**

**Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender.**

To be filled and submitted in Technical bid

**Chapter –I**

The following documents should be submitted by the tenderer (stamped and signed):

<b>Sl. No.</b>	<b>Description</b>	<b>Document to be Uploaded</b>	<b>Reference Page no.</b>
<b>1</b>	Bidder should not be Blacklisted in any PSU OR Govt. organization in last three years	Supporting document or self-declaration	
<b>2</b>	Must be registered under Goods & Service Tax Act.	Self-Attested GST Registration Certificate to be furnished	
<b>3</b>	Bidder's Average Annual Turnover in the last three Financial years (2017-18, 2018-19, 2019-20) has to be at least INR 1Cr.	Audited Balance sheet. All three balance sheet should have to submit.	
<b>4.</b>	Should have an office in Kolkata	Office address in company letter head.	
<b>5.</b>	Other documents required	Please upload scanned copies of: 1. PAN, 2.Contact Details, 3. Escalation Matrix 4. Bid security Declaration	

**Note:** Only those bidders who meet the above minimum criteria will be considered for technical evaluation.

**Chapter –II**

**Pre-Qualifications criteria of the Bidder (Should be submitted with Techno-Commercial bids):**

**Bidders Pre-qualification Criterion (To be submitted with technical bid)**

The technical bid shall contain the bidder's/tenderer's response to the points as given below in the table with supporting documentation as applicable.

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The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of solution being proposed by the bidder. Technical evaluation of the bidder will depend on the information provided. Technical bid score, out of 100, will be arrived based on the following Parameters / Attributes / Dimensions. Please fill your response about your criteria compliance when submitting to the CPP portal. Price bid will be opened only for bidders who receive 70% or more marks.

1. Bidder's Pre-qualification Criterion:

S no	Qualification	Compliance (Y/N)	Marks	Document required	Page Refer. No.
1	Bidder should be a Registered company in India under the Companies Act, 1956 or equivalent.		<b>Up to 10 points</b>	Photocopy of certificate of registration to be submitted.	
	Yes		10		
	No		0		
2	Bidder should be an established company and in operation for at least 3 years in India as at 31.03.2021		<b>Up to 10 points</b>	Relevant documents to be produced	
	Yes		10		
	No		0		
3	Bidder should have ISO certification.		<b>Up to 10 points</b>	Photocopy of the certificates to be submitted.	
	Yes		10		
	No		0		
4	Bidder should have man powers with more than 5 year experience in the similar works.		<b>Up to 10 points</b>	Relevant documents to be produced	
	Yes		10		
	No		0		
5	Whether the bidder is an OEM itself.		<b>Up to 10 points</b>	Relevant documents to be produced	
	Yes		10		
	No		0		
6	Should have Authorization of the OEM whose equipment will be supplied (not for accessories). If the Company is OEM, Authorization of the competent authority from the company to participate.		<b>Up to 10 points</b>	Declaration in company letter head to be submitted.	
	Yes		10		
	No		0		
7	The bidder should have an establishments in Kolkata for the last 3 Years.		<b>Up to 10 points</b>	Declaration in company letter head to be submitted.	
	Yes		10		
	No		0		



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8	Bidder should have Toll Free number/service desk for fault registration within India, operating 365x8x7 basis.		<b>Up to 10 points</b>	Declaration in company letter head to be submitted.
	Yes		10	
	No		0	
9	Bidder should have a support team in Kolkata.		<b>Up to 10 points</b>	Declaration in company letter head to be submitted.
	Yes		10	
	No		0	
10	Bidder should have executed and maintaining at least 3 similar project in India for last 3 years		<b>Up to 10 points</b>	Relevant work orders to be produced.
	Yes		10	
	No		0	

**General Terms & Conditions**

**Guideline for Tender submission: -**

The details tender document may be downloaded from the institute web site [www.iimcal.ac.in/tenders](http://www.iimcal.ac.in/tenders). Tender quotation in sealed cover in two-bid system (Techno-commercial bid - IIMC/CC/Hybrid\_class\_hire/2021-22/014 and Price bid - IIMC/CC/Hybrid\_class\_hire/2021-22/014) should be submitted in the enclosed Proforma duly filled in and signed. No price should be mentioned in the Techno-Commercial bid IIMC/CC/Hybrid\_class\_hire/2021-22/014.

*Envelope A* : (Techno-Commercial bid - IIMC/CC/Hybrid\_class\_hire/2021-22/014) consisting of

- Technical Offer containing a running serial number with authorized signature and stamp on all the pages.
- All documents as mentioned in the Bidder's Qualification Criteria.
  - This tender document with duly signed and stamped in each page.

*Envelope B*: (Price bid - IIMC/CC/Hybrid\_class\_hire/2021-22/014) consisting of only price bids containing authorized signatures on all the pages.

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 Website of the Institute, ([www.iimcal.ac.in](http://www.iimcal.ac.in)). Bidder needs to download the documents from there.

Sealed envelope containing Tender documents must be submitted to Computer Centre office, IIM Calcutta on any working day on or before 13<sup>th</sup> December, 2021 between 10 A.M. and 4 P.M. Outstation parties may send their bids by post to the below mentioned address before the timeline mentioned in page no. 2.

Chairperson – Computer Purchase and Disposal Committee  
Computer Centre  
Indian Institute of Management Calcutta  
Joka, Diamond Harbour Road  
Kolkata 700 104.

Also the bidder may send the bid to the below mentioned email id with **password protected PDF file**. The technical bid and price bid will be submitted in separate attachments within the stipulated timeline.

Email id: - [cc.tendermgmt@iimcal.ac.in](mailto:cc.tendermgmt@iimcal.ac.in)

**TENDER FEE & EARNEST MONEY DEPOSIT DETAILS**

No Tender Fee is required.

**Exemption of EMD:**

- All bidders exempted from payment of EMD will be able to participate in the tender directly except those disqualified from such exemption vide note below.
- All bidders shall be required to sign the bid securing declaration as the following in their letter head paper.

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**Bid Security Declaration**

I / We, the authorized signatory of M/s..... , participating in the subject tender no. .... For the item / job of ....., do hereby declare:

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender
- (ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Indian Institute of Management Calcutta, for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Company Name.....

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**BID EVALUATION**

The bidder has to qualify in the mandatory criteria mentioned in the Bidders Pre-qualification criteria after that scoring will be determined. Bidder having more than or equal to 70 marks will be eligible for consideration of Price Bid. The selection of the bidder will be made in the lowest quoted price excluding GST.

**VALIDITY OF BID**

Bid submitted by the bidder shall remain valid for a period of 90 days from the date of opening of bid.

## **CONTRACT PERIOD**

- a) The contract will be from 20th December, 2021 to 18 March, 2022 [MBA Term 3, AY 2021-22], with 3-4 days of trial period before 20<sup>th</sup> December 2021.
- b) IIM Calcutta can terminate the contract with one-week notice in case the services are not found satisfactory. In such a case, IIM Calcutta will pay on actual work basis for the duration for which the services were used during the period in question, after deducting penalty, if any.

## **VALIDITY OF CONTRACT AND EXTENSION OF CONTRACT**

The contract will be valid from 20th December, 2021 to 18 March, 2022[MBA Term 3, AY 2021-22], with 3-4 days of trial period before 20th December. IIMC may extend the contract duration subject to requirements in MBA Term 3(AY 2021-22) but the total contract period will not exceed 4 Months.

## **CONTRACT AGREEMENT**

IF REQUIRED BY IIMC, the successful Bidder has to execute a contract Agreement with IIMC on the non-judicial stamp paper of Rs.100/- (Rupees One hundred only). The cost of stamp paper shall be borne by successful Bidder. IIMC reserves the right to amend the terms & conditions of contract after Mutual discussions and shall only be in writing.

## **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.

## **PAYMENT TERMS**

- a) No advance payment will be made in any case.
- b) Service Provider shall raise invoice on monthly basis on completion of each month. Payment will be made within 30 days after deducting penalty amount (if any), on receipt

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of bills. No advance payment will be made. All payments would be made after ensuring requisite statutory compliance of the service provider.

- c) Payment will be made on actual consumption of the services on monthly basis. Under any circumstances the services ends before the estimated contract period, IIMC will pay on actuals.
  
- d) TDS and any other Government levies applicable on bills as per Government instructions / notifications issued from time to time shall be applicable and deducted from Contractor's bills. Payment will be made by E-payment/NEFT/RTGS after deducting the TDS/GST as per Income Tax Rules and any other deductions as per Government rules.

### **REJECTION OF TENDER**

IIMC reserves the right to reject any or all the bids either in part or full relating to the work under this Tender Document without any reason whatsoever. IIMC reserves the right to accept or reject any or all tenders received by it without assigning any reason what-so-ever. IIMC may also withdraw or cancel the tender either in part or in full to its sole discretion. IIMC also does not bind itself to accept the lowest bid.

### **CONTACT PERSON FOR ANY CLARIFICATION**

Email Subject: "Queries on TENDER NO: IIMC/CC/Hybrid\_class\_hire/2021-22/014"

Email: [cc.tendermgmt@iimcal.ac.in](mailto:cc.tendermgmt@iimcal.ac.in)

### **PRICE/TAXES AND DUTIES**

The Bidder should quote firm prices/ rates inclusive of all Taxes like Duties, Levies, Personal Tax, Corporate Tax, worker welfare cess, Labour welfare cess etc. and all other expenditure required to be incurred by him/her for providing required construction work etc. during the contract period as indicated under his contract and after wards no variation on any account unless otherwise specifically mentioned will be allowed. (The service provider will indemnify IIMC against all statutory liabilities present and future, arising out this contract.) Only GST as applicable shall be paid extra over and above the quoted rates.

### **PERFORMANCE SECURITY DEPOSIT (PSD):**

Successful Bidder has to submit an amount equal to 3% of total contract amount within two weeks of contract award in the form of bank guarantee from schedule commercial bank covering for a period of contract plus sixty days. If any amount remains liable to be recovered by IIMC from the bidder or in the

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event of termination of contract by IIMC on account of breach of any terms and conditions of the contract by the bidder, the appropriate amount will be deducted from PSD. No interest will be paid on PSD amount. It will be released after the defect liability period. The Bank Guarantee will be released after sixty days of successful completion of the Contract.

## **OTHER TERMS AND CONDITIONS**

### **TERMINATION FOR INSOLVENCY**

- a) The IIM Calcutta may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.
- b) The courts of Calcutta alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside and other than Calcutta Court shall have jurisdiction in the matter

### **ERROR IN TENDER SUBMISSION**

IIMC does not take any responsibility for the tender being wrongly submitted in the Tender document and malfunction of the system at bidder's end or not received in the portal by the stipulated date and time.

### **AUTHORIZATION**

Bidder signing the tender form or any other documents forming part of the contract on behalf of the Bidder shall be deemed to warranty that he has authority to bind the Bidder. If subsequently comes to light that the person so signed had no authority to do so, IIMC may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.

### **CONDITIONAL BIDS**

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

## **INSURANCE FOR MATERIAL, LABOUR & EQUIPMENT**

Successful bidder has to obtain adequate insurance cover for its personnel, the Equipment, software installed for this scope of service.

In case of any mishap, the liability for the same will be borne by the Service provider & not involve IIMC. The Service provider has to take an insurance policy accordingly.

## **PENALTY FOR NON-PERFORMANCE/DELAYED PERFORMANCE OF THE CONTRACT**

In case of non-performance of the above parameters over a period of time of 15 days suitable action will be initiated to recover the amount proportionately from the subsequent bill submitted by the service provider.

## **ESCALATION/DE-ESCALATION OF RATES**

Rate shall be firm throughout the contract period and any extension thereof (if any).

## **COMPLIANCE OF STATUTORY OBLIGATIONS**

The bidder will be required to comply with all statutory obligations from time to time applicable to this contract. In the event of violation of any contractual or statutory obligations by the bidder, the bidder shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against IIMC by any individual, agency or government authority due to acts of the bidder, the bidder shall be liable to make good / compensate such claims or damages to the IIMC. As a result of the acts of the bidder, if IIMC is required to pay any damages to any individual, agency or government authority, the bidder would be required to reimburse to IIMC such amount along with other expenses incurred by IIMC or IIMC reserves the right to recover such amount from the payment(s) due to the bidder while settling its bills.

## **ASSIGNMENT AND SUB-CONTRACTING**

The successful bidder shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner.

## **INSPECTION AND TESTING BY IIM CALCUTTA**

The Owner shall be entitled to inspect and / or test by itself or through any of its representative or an independent agency.

## **AWARD OF SIMILAR TYPE OF WORK/SERVICES ON SAME RATES**

Upon mutual consent, IIMC may award similar type of work / services for which the rates shall be valid during the contract period.

## **SAFETY AND SECURITY**

Service provider shall abide by all the safety provisions from competent authority required for installing of Hybrid classroom. Also they should look after the IIMC's environmental and infrastructural conditions at the time of laying fiber cables inside IIMC's campus. Service provider shouldn't damage, violate or tampered any of IIMC's property or resources in entire contract durations. Any of such misdeeds may have consequences like penalty or even termination for severe events. Like, violation of safety and security towards manpower or human resources of IIMC will be considered as severe events. IIMC do not have any responsibility for damages or loses done by the Service providers to their own resources.

## **TERMINATION OF THE SERVICE PROVIDER**

### **Termination due to service provider's Default**

If the service provider is in default under any of the provisions of this Contract, including but not limited to:

- a) Failure to proceed with all or any part of the Contract or Contract Work with due diligence
- b) Any serious issue related to safety / critical complain from the participants
- c) Any issue including Technological failure.
- d) Failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
- e) Refusal or neglect to make good of defective service or after being instructed to do so by IIMC.
- f) Going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
- g) Delay in executing the Contract/ Empanelment
- h) Abandoning the Contract / Empanelment
- i) Failure to comply with any Applicable Law;

Then, and in any such event and without prejudice to any other rights or remedies that IIMC may have, IIMC may issue service provider written notice describing the default. If service provider does not commence remedy of the default within (10) Ten days after receipt of the notice, IIMC may terminate all or any part of the Contract Service / Empanelment under this Contract and may



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then complete or have others complete all such terminated Work at the consultant's sole risk and cost.

In case of such termination, service provider shall not be entitled to receive further payment, until the terminated Service is completed and accepted by IIMC. If the costs incurred by IIMC, including costs incurred in performing additional services to complete the Contract Scope of service and IIMC's overheads in this regard, exceed the unpaid balance of the Contract Price, the service provider shall reimburse IIMC such excess within (10) ten days after receipt of an invoice thereof.

The rights and remedies provided in this Article are in addition to the rights and remedies provided to IIMC by law, equity, or under any other Article in this Contract.

Such termination will not relieve the service provider of its responsibility to its labourers, suppliers or any other creditors, including IIMC.

In the event of a termination under FORCE MAJEURE Owner may use all or part of Service provider's drawings, documents, in the performance of the Contract Scope of Work, without payment to Service provider otherwise than by the extent such use of Service provider's items causes a reduction of cost of completing the Contract Scope of Work. If Service provider's compensation is on a cost reimbursable basis for such equipment and/or facilities, Service provider will be reimbursed for use of such equipment/facilities at the lowest applicable rate provided for herein or at prevailing market rates if no rate is specified, and the cost of Service provider's Goods used.

## **TERMINATION FOR CONVENIENCE**

IIMC may, at its opinion, terminate for convenience the Contract/ Empanelment, at any time by written notice to Service provider. Such notice shall specify the extent to which the performance of Service is terminated and the effective date of such termination. Upon receipt of such notice, service provider shall:

- a. Immediately discontinue the Contract Scope of Service on the effective date or date of receipt of notice from IIMC, whichever is the latest and to the extent specified in the notice and place no further orders or sub-Contracts for services, other than as may be required for completion of such portion of the Contract Scope of Service that is not terminated;
- b. Promptly obtain cancellation upon terms satisfactory to IIMC of all purchase orders, sub-Contracts, rentals, or any other agreements existing for the performance of the terminated Service or assign those agreements to IIMC as instructed;

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- c. Assist IIMC in the maintenance, protection, and disposition of Service in progress, plant, tools, equipment, property, and Goods acquired by Service provider or furnished by Service provider under this Contract; and
  
- d. Complete performance of the Contract Scope of Service that is not terminated. Upon any such termination for convenience, IIMC shall have no liability towards service provider for any damages, including loss of anticipated profits. As its sole right and remedy, service provider shall be paid for
  - i. The Service, which has been satisfactorily performed till date of such termination, service provider shall have the responsibility to submit the Scope of service that had carried out prior to the termination date with sufficient documentation within 7 days from date of the receipt of the termination notice. and
  - ii. All amounts due and not previously paid to service provider for Contract Scope of Service completed in accordance with the Contract prior to such notice of termination, and for Services thereafter completed as specified in such notice;

The termination of the Contract/Empanelment shall not relieve the service provider of any continuing rights, obligations and liabilities under the Contract.

## **INDEMNITY**

The Service provider shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The service provider shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, Sales, Royalty, Excise Duty, Octroi, Works Contract, Labourcess etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or by laws. The Service provider shall not employ child labour.

Both Parties would indemnify each other as well their Directors, officers, employees, and agents against all / any claims, damages, loss or expenses arising from any breach in connection with agreement.

## **COMPLIANCE WITH IIMC'S RULES AND REGULATIONS**

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The Service provider shall comply with all norms stipulated by the IIMC such as Gate Passes, security, housekeeping, discipline & decency at and around the work site, safety precautions and safety regulations.

## **DISPUTE RESOLUTION**

If any dispute, difference, controversies or claims of any kind whatsoever shall arise between IIMC and the successful bidder, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies, or claims by referring it to the Director of IIMC.

If IIMC and successful bidder fail to resolve such dispute or difference, controversy, or claim by mutual consultation, then either Party may give the other, a formal notice in writing that the dispute, difference, controversy or claim exist specifying its nature, the point(s) in issue and its intention to refer such disputes, differences, controversies, or claims to arbitration under the Arbitration and **Conciliation Act, 1996**. The sole arbitrator shall be appointed by Director IIMC having requisite technical expertise to adjudicate such nature of disputes. The decision of sole arbitrator shall be binding on both the parties.

Arbitration shall be held in **Kolkata**, India and the arbitration proceedings shall be conducted in the English language. The arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award and the same shall be final and binding on the Parties. The award shall be entered in the courts at **Kolkata** and such courts may order enforcement of the award against the Parties and their respective successors and permitted assignees. The costs and expenses of the arbitration shall be borne equally by both the parties. The courts in **Kolkata** shall have the exclusive jurisdiction.

## **FORCE MAJEURE**

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

## **INTELLECTUAL PROPERTY RIGHTS**

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All the intellectual property rights over the information, database, reports generated as outcome of the services with all rights including but not limited to perpetual, unlimited, nonexclusive, irrevocable and royalty-free license to use, modify, transfer, sell, make derivative work, translate, adapt, improve, merge with other information/database/reports, reproduce, disseminate, reverse engineer, release or disclose in whole or in part, in any manner, and for any purposes whatsoever, and to have or authorize others to do so shall be of IIMC.

The bidder shall not copy, reproduce, alter, modify, create derivative works, or public display any content of the Services, including information, database, reports generated as outcome of the services, unless expressly authorized by IIMC.

## **CONFIDENTIALITY**

“Confidential Information” means any written, graphic or machine readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, , services, customers, marketing or finances of the Company or its clients.

By the reason of this relationship, Both the parties shall have access to Confidential Information, the value of which would be impaired if such information were disclosed and both parties agree not to disclose for the benefit or purposes of itself or any other person, corporation or business organization, entity or enterprise, any confidential Information to any other person except:

- (i) to directors or its employees or any person professionally engaged by the party, as long as they in turn are bound by similar confidentiality requirements;
- (ii) To the extent required by law;
- (iii) To the extent required by the party for performing the obligations under this Agreement; and
- (iv) The extent that the Confidential Information is in or lawfully comes into the public domain other than by breach of this Confidentiality clause.

The parties shall take every reasonable precaution to protect the confidentiality of such information.

The bidder shall make best efforts to prevent and protect the contents of the database & reports generated thereof from unauthorized use or distribution.

**OTHER CONDITIONS**

- a) The primary objective of availing the Hybrid classroom hiring services is to get the new technology be incorporated in IIMC, so that stakeholders can be accustom to the same. Also to maintain the current guidelines of the Govt. Of India.
- b) The bidder has to upload the relevant & readable files only as indicated in the tender documents. In case of any irrelevant or non-readable files, the bid may be rejected.
- c) IIM Calcutta reserves the right to accept or reject any or all the tenders in part or in full or may cancel the tender, without assigning any reason thereof.
- d) IIM Calcutta reserves the right to relax / amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.
- e) IIM Calcutta reserves the right to modify/change/delete/add any further terms and conditions prior to issue of purchase order
- f) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
- g) Conditional tenders will not be considered in any case.
- h) In case of doubt in material / service, the expenditure on testing of equipment / service will be borne by the tenderer.
- i) IIM Calcutta may issue amendment/corrigendum to tender documents before due date of submission of bid. Any amendment/corrigendum to the tender document if any, issued by IIM Calcutta will be posted on Institute Website.