



IIM NAGPUR

INDIAN INSTITUTE OF MANAGEMENT NAGPUR

VNIT CAMPUS SOUTH AMBAZARI ROAD, NAGPUR-440010

Ref no: IIMN/2018-19/IT/020

Dated 10-12-18

Tender for Annual Maintenance Contract (AMC) with Spare Parts for Dell Server with external storage Qty 01 for one year.

**For any query related to technical and financial bid please contact [itoffice@iimnagpur.ac.in/](mailto:itoffice@iimnagpur.ac.in)
7127102344.**





Sealed tender is invited for Annual Maintenance Contract (AMC) with Spare Parts for Dell Server with external storage Qty 01 for one year extendable to Two more year depending upon the satisfactory performance.

List of Items			
Sr no	Year of Procurement by IIMN	Description of Server and storage	QTY
01	2015	Dell Power Edge FX2 Server with Dell Storage MD 3420	01

Tender quotation in sealed envelope with cover noting as “Annual Maintenance Contract (AMC) with Spare Parts for Dell Server with external storage Qty 01 for one year” in two-bid system (Techno-commercial bid) should be submitted in the enclosed Proforma duly filled in and signed. No price should be mentioned in the Techno- commercial bid.

Mark the two envelopes as "Envelope A (Techno-commercial bid- AMC with spare part for Dell Server with external storage)" and "Envelope B (Price bid- AMC with spare part for Dell Server with external storage)". Both envelopes should be placed in another sealed cover addressed to

IT office, IIM Nagpur, VNIT Campus, South Ambazari Road, Nagpur, 440010

Envelope A: Techno-Commercial bid – AMC with spare part for Dell Server with external storage.

It will include the following,

1. tender document with duly signed and stamped in each page.
2. Pre-Qualifications criteria of the Bidder
3. copy of the PAN, GST registration
4. DD for EMD

And any other documents mentioned in the tender

Envelope B: Price bid - AMC with spare part for Dell Server with external storage.

It will include only price bid containing authorized signatures on all the pages.

Attention of the Bidder is invited to the attached "Instructions to Bidders" and "General Conditions of Annual Maintenance Contract " 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.





IIM NAGPUR

भारतीय प्रबंध संस्थान नागपुर
Indian Institute of Management Nagpur

ICT Department, IIM Nagpur, VNIT campus,
South Ambazari Road, Nagpur – 440010

Phone No. : 7127102344

Email id: itoffice@iimnagpur.ac.in

Timeline:

Date	Time	Event
10-12-18	5.00PM	Tender uploaded on IIMN Website https://www.iimnagpur.ac.in/tenders/
21-12-18	3.00PM	Bids must be submitted/reached by hand or post latest by 3 P.M. on, 21 st December 2018 in the IT office, IIM Nagpur, VNIT Campus, South Ambazari Road Nagpur.
21-12-18	3:30PM	Technical Bid Opening
24-12-18	3:00PM	Financial/Price Bid Opening





FORMAT OF PRICE BID

This summary should be enclosed with price bid only (Fill in INR) (including all taxes and other charges) for **Annual Maintenance Contract (AMC) with Spare Parts for Dell Server with external storage Qty 01 for one year extendable to Two more years depending upon the satisfactory performance.**

Name of the Bidder:	
Address of the Bidder:	
Item Description	Dell Power Edge FX2 Server with external Dell Storage MD 3420
Quantity	01
OEM Support (24x7)	
Price in INR for 1 st Year with GST and Taxes if any	
Price in INR for 2 nd Year with GST and Taxes if any	
Price in INR for 3 rd Year with GST and Taxes if any	
Total Price (INR) (including all taxes)	
Landline Telephone Number	
Mobile Number	
Email:	
Signature	Designation
Date	Company Seal





Bidders Pre-qualification Criteria (To be submitted with techno-commercial bid)

S no	Qualification	Compliance (Y/N)	Document required	Remarks
1	Bidder should be a Registered company in India under the Companies Act, 1956		Photocopy of certificate of registration to be submitted.	
2	Bidder should be an established Information Technology company and in operation for at least 5 years in India as on 21.12.2018		Certificate of incorporation	
3	Work Experience in Academic Institutes/ Central Govt./Central Autonomous Body/Central PSUs/Railways/Public Sector		PO copy or equivalent document which shows the work experience in the given sector	
4	Bidder should have server engineer on their payroll.		Details of the personnel.	
5	Bidder should have an annual turnover of at least Rs.1Crores (One Crores) for each of the last 2 (two) financial years 2016-17, 2017-18		Audited balance sheet from last for financial years 2016-17, 2017-18 to be provided	
6	Bidder should submit authorization letter from the OEM/s whose equipment are being maintained during the AMC period.		Authorization certificate	
7	Bidder should have Toll Free number/service desk for fault registration within India, operating 365x24x7 basis.		Declaration in company letter head to be submitted.	
8	Bidder should not be blacklisted / debarred / denied bidding facilities by any Government Department / Public Sector Undertaking / Educational Institute in last 3 (three) financial years.		Declaration in company letter head to be submitted.	



**Details of Devices and software for AMC:**

(to be submitted with techno-commercial bid along with company seal and authorized signature)

SN	DEVICE MODEL NO	Qty	DEVICE SERIAL NO.
1	Server-Dell Power Edge FX2 & External Storage-Dell MD 3420	1	Server-COF8S62 External storage-C0CCH62

Converged Architecture Qty-1		
SN	Components Details	QTY
1	2U Chassis for up to 4 Half-Width Nodes	1
2	Chassis Configuration with Flexible IO (up to 8 PCIe Slots)	1
3	2 GB SD Card	1
4	Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	8
5	Dual, Hot-plug, Power Supply, 1600W	1
6	Power Supply, Redundancy Alerting Enabled Configuration	1
7	Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m)	2
8	10Gbe Pass Through Module, Internal 8 ports, External 8 ports	1
9	5M LC-LC patch cable SFP+ 10GbE	4

SPARE'S PART DETAILS:**Dell PowerEdge FX2 Server:**

PowerEdge FC630 Server Node (2 x Intel Xeon) - Quantity - 2		
SN	Components Details	QTY
1	Intel Xeon E5-2660 v3 2.6GHz, 25M Cache, 9.60GT/s QPI, Turbo, HT, 10C/20T (105W) Max Mem2133MHz	2
2	16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width	4
3	300GB 10K RPM SAS 6Gbps 2.5in Hot-Plug Hard Drive	2
4	RAID Controller	1
5	QLogic 57810-k Dual Port 10Gb KR Blade Network Daughter Card	1

PowerEdge FD332 Storage Node Quantity - 1		
SN	Components Details	QTY
1	1.2TB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive	10
2	Dual Controller	1
3	Scalable up to 16 2.5" Hard Drives	1





External Storage:

Dell Storage MD3420		
SN	Components Details	QTY
1	Power Vault MD3420, 12G SAS, 2U-24 drive	1
2	Bezel Assembly, MD3420	1
3	Ship Mod for Power Vault (TM) MD3420, APCC and Taiwan	1
4	Hard Drive Blank Filler 2.5	14
5	1.2TB 10K RPM SAS 2.5in Hot-Plug Hard Drive	10
6	Controller, 12G SAS, 2U MD34xx, 4GB Cache	2
7	Power Supply, AC 600W, Redundant	1
8	Jumper Cord, C13 to C14, 250V, 10A, 2M	2
9	12Gb HD-Mini to HD-Mini SAS Cable, 2M	4
10	Regulatory Label for 2U Chassis AC Power Supply (APCC & TW)	1
11	Pro Deploy Dell Storage MD Series 3XXX 2U DAS up to 8 hosts – Deployment	1
12	Pro Deploy Dell Storage MD Series 3XXX 2U DAS – Deployment Verification	1
13	SAS 12Gbps HBA External Controller, Low Profile, CusKit	2

Software:

SN	Software
1	Academic VMware VSphere 6 with operation management Standard
2	Academic VMware VSphere 6 Standard for vSphere6
3	Windows server 2012 R2 Data centre Edition





Instructions to the Bidder

Scope of Work:

Annual Maintenance Contract (AMC) for one Dell Server with external storage

- (A) List of server and its part to be covered under AMC
- (B) Softwares installed in Server and Virtual machines
- (C) To provide all necessary service & support including replacement of parts wherever required for smooth operation.

CONDITIONS OF TENDER:

If the Bidder 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 in any specific terms & conditions.

- Validity of the maintenance contract is of 1 year extendable to Two more year depending upon the satisfactory performance.
- There is no advance payment for the work.
- The maintenance contract is comprehensive in nature and includes maintenance of both hardware and software along with repair/replacement of faulty or defective part free of cost.
- Maintenance charges accepted shall remain firm for the entire period of contract.
- Cost offered for the comprehensive maintenance should be in total and inclusive of all charges except service tax. Service tax amount needs to be mentioned separately.
- The institute is having clients/applications installed in EXSI, the maintenance and troubleshooting of the same is in the scope of the maintenance agency.
- Maintenance agency should arrange for own transport to carry out the maintenance work and for movement of material. IIM will not provide any kind of support like transport, tools etc.
- All the repairs or replacement of parts will be carried out in IIM Nagpur premises only. The maintenance agency is not allowed to take the spare parts out for repair/return until an equivalent part is given as replacement.
- The maintenance agency should keep sufficient stock of spares required for maintenance of equipment as per Annexure.
- The maintenance agency should make proper safety arrangement for his tools & equipment and adhere to the safety codes and norms.
- In case of part failure, the maintenance agency must replace the spare part free of cost.
- All required spare parts during the contract are to be supplied by the maintenance agency without any extra cost as the contract is comprehensive in nature.
- Maintenance service shall consist of complete preventive and corrective maintenance of the equipment.
- Maintenance agency shall depute at-least one trained person with adequate experience in the equipment.
- The agency is responsible to maintain the equipment to provide 99% uptime in normal working condition.





- The deputed engineer should visit IIM Nagpur compulsorily at least once in every month in case of normal operation of equipment as per Annexure. During this visit various fundamental and operational checks should be carried out along with backup of applications and clients in the server. The deputed engineer is also responsible for preventive and corrective maintenance of ESXI, AD DS, Primary and Secondary domain service, storage and including upgrade of firmware and software if any.
- In case of emergency breakdown, IIM Nagpur will inform the agency over phone or mail provided. The agency must attend the call within 2-3 hrs of reporting and resolve the same at the earliest.
- No call should remain un-attended for more than one working day. In case call remains un-attended then penalty @ 5% of quarterly maintenance charge will be deducted while making payment.
- In case of non-performance / under performance IIM Nagpur reserve rights to deduct penalty from quarterly payment of agency.

ELIGIBILITY CRITERIA OF MAINTENANCE AGENCY

- The maintenance agency must have experience of maintaining the similar set up in any Central, State Government. PSU, Semi-Government organization during preceding two financial years. The maintenance agency must enclose relevant work order copies along with bid as a proof of experience.
- Similar works means: Experience in maintenance of enterprise class server with Vmware Exsi, storage in live environment with experience in maintenance and troubleshooting of applications like Cisco Network Access Control (Identity Service Engine) and Network Management Software (Prime Infrastructure), Microsoft Windows Active Directory Domain Service (AD DS), DNS. Experience in maintenance and troubleshooting of network connectivity between server, storage and layer 3 network core switch.

Note:

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

I. 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.
- 1.2 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 bidder.
- 1.3 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 or by hand delivery.
- 1.4 Tender once submitted shall not be returned to the bidder in future.
- 1.5 The Institute reserves the right not to disclose names and rates of successful bidder.
- 1.6 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 bidder. This page number should be used in the compliance sheet.

- 1.7 Tender Form and Schedule to Tender: The bidder are required to fill in the tender form and each page of the tender form must be stamped and signed by the person authorized by the Firm. Full address of the Bidder must be mentioned on the tender forms, failing which the tender may not be considered.
- 1.8 Bidder has to quote for the Total Solution, AMC of server with spare parts and services for all the requirements.
- 1.9 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.

2. Validity of offer:

Tenders submitted by bidders shall remain valid for a minimum period of 3 (three) months from the date of opening of tenders. The bidders shall not be entitled during the said period of three months, without consent in writing from IIMN, to revoke or cancel their tenders or to change the tenders given or any term thereof. In case of bidders revoking or cancelling their tenders or varying any terms in regard thereof without consent of IIMN in writing, the earnest money deposited by them with their offers, will be forfeited.

3. Limitation of Liability:

Bidder's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence. Bidder shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Bidder is legally liable. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by IIMN on the Bidder under this project.

4. Payment terms:

- 4.1 Payment shall be made in INR.
- 4.2 Payment will be made quarterly in equal instalment after successful maintenance and receiving of satisfactory certificate from IIMN authorized personnel.

5. Earnest Money Deposit (EMD) and Security Deposit (SD):

Bidder shall submit EMD of Rs 7500/- in the form of Demand Draft / Fixed Deposit Receipt / Bank Guarantee in favour of "Director, IIM Nagpur" payable at Nagpur. The EMD to be submitted in techno commercial envelope with Vendor / Firm's name & address on back side of DD with stamp. Bid received without EMD will be summarily rejected. Firms /



Vendors registered with the NSIC or MSME or SSI are having exemption from submission of EMD. Firms / Vendors registration certificate in above respect will be essential to claim exemption.

Note:

- The proof of payment including name of the bank, amount of EMD, date of transfer, UTR No. shall be attached with Technical bid
- The EMD shall be forfeited if the Bidder withdraws from the tender after opening during the period of tender validity.
- Bids without requisite EMD will be summarily rejected.
- EMD is compulsory for all the Bidders including State Government/Statutory Bodies/Enterprises/Undertakings etc. Bidders may note the fact that their registrations with any other authority do not entitle them for exemption from payment of EMD. MSME & NSIC bidders are exempted from EMD.
- No interest will be paid on this deposit. Any Bid not accompanied by an acceptable EMD and not secured in the prescribed payment mode as indicated herein shall be rejected by IIMN on grounds of being non-responsive.
- Forfeiture of EMD: EMD may be forfeited if the Bidder withdraws its Bid after Bid opening during the period of Bid validity. In the case of a successful Bidder, if the Bidder fails within the specified time limit to –
- **Furnish the required Security deposit (SD) @10%** of the total cost of the contract shall be furnished by the successful bidder within the period of 10 days from the acceptance of the offer. Work shall not be commenced unless the SD is furnished by the contractor.
- Further, in case the Bidder, after quoting withdraws from the Bid/refuses/delays in commencing work/stops work abruptly, the EMD/SD, as applicable, will be forfeited.
- Return of EMD: Unsuccessful Bidders: EMD will be returned to the unsuccessful Bidders through RTGS/NEFT after the issue of Work Order to the successful Bidder.
- Successful Bidder: EMD is returned after submission of security deposited by the successful bidder.

No Price or technical conditions or clarification of any sort shall be indicated by the Bidder in Envelope Otherwise, such bids shall be summarily rejected.

6. Sub-Contracting:

Consortium/sub-contracting of the Server relegated support work is not allowed in this Bid.

7. Enclosures to Tender:

In addition to Tender, Bidders are requested to provide the following enclosures in techno-commercial bid:

- (a) Company Profile: (not more than two pages) description of the company (addresses of Registered Office & Head Office, Primary Business, Turnover during the last financial years, number of employees at Nagpur etc.)





- (b) Details of Maintenance facilities available at Nagpur, and total number of engineers & their qualifications employed for maintenance activity. (not more than two pages)

8. Income Tax PAN:

Copy of the PAN issued by the Govt. of India should accompany the tender. The PAN should be in the name of the firm quoting for the work.

9. GST Registration Certificate:

Bidder must submit copy of GST registration certificate.

10. 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 Nagpur

11. Termination:

If the service quality or any parts of the servers supplied, fails to meet the need or necessary service, IIMN will reserves the right to terminate the contract with one month notice without assigning any reasons and Bidder will withdraw their service from IIMN premises with immediate effect.

12. Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Institute as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes Terrorist attacks, public unrest in work area Restriction, Freight Embargo provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Institute shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.





GENERAL CONDITIONS OF ANNUAL MAINTENANCE CONTRACT

I. DEFINITIONS

1. In the contract, the General and Special conditions governing it unless the context otherwise requires:
 - (a) 'Acceptance of Tender/ Work order' means the letter to communicate to the Bidder 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 Bidders, 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 Bidder and a formal agreement if executed.
 - (d) 'The Bidder' means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Bidder'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) 'The Sub-Bidder' means any person, firm or company from whom the Bidder may obtain any material or fittings to be used in the supply or manufacture of the stores.
 - (f) 'Institute' means Indian Institute of Management Nagpur.
 - (i) 'Material' means anything used in the manufacture or fabrication of the stores.
 - (k) 'The Purchaser' means Indian Institute of Management Nagpur 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 Bidder under the contract or any other place approved by the Purchaser for the purpose.





- (m) 'Stores' means the goods specified in the Schedule which the Bidder has agreed to supply under the contract.
- (n) 'Supply Order/Purchase Order' means an order for supply of stores and includes an order for performance of service.
- (o) '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.
- (p) 'Contract Price' shall mean the sum accepted or the sum calculated in accordance with the prices accepted by on behalf of the Purchaser.

2. Words in the singular include the plural and vice-versa.

3. 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.

4. The heading of these conditions shall not affect the interpretation or construction thereof.

II. PARTIES

The parties to the Contract are the Bidder and the Purchaser.

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

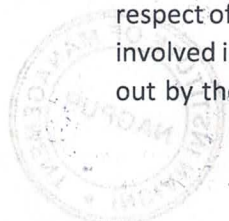
A person signing the tender or any other document in respect of the contract on behalf of the Bidder without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Bidder. If it is discovered at any time that the person so signing had no authority to do so, the 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. RESPONSIBILITY OF THE BIDDER OR EXECUTING THE CONTRACT

(a) 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.

(b) Consignee's Right of Rejection

Not with standing 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 bidder 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.

- (c) 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.
- (d) The Bidder 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 Bidder'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 Bidder's account and risk and the Bidder shall be liable for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase.

V. CHANGES IN A FIRM

- (a) On the death or retirement of any partner of the Bidder firm before complete performance of the contract the purchaser may, at his option cancel the contract and in such case the Bidder shall have no claim whatsoever to compensation against the purchaser.
- (b) If the Bidder 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 Bidder or any partner of the Bidder firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Bidder.





VI. 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 Bidder, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security if any, deposited by the Bidder, and for the purpose, aforesaid shall be entitled to sell and/or realize securities forming the whole or part of any such security deposit.

(a) In the event of the security being insufficient, the balance and if not security has been taken from the Bidder, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the Bidder under the contract or any other contract with the purchaser, if such sum even be not sufficient to cover the full amount recoverable the Bidder shall on demand pay to the purchaser the balance remaining due.

VII. INSOLVENCY AND BREACH OF CONTRACT

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

(a) If the Bidder 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 Bidder 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 Bidder 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 Bidder shall be liable to pay to purchaser for any expenditure he is thereby put to and the Bidder shall under no circumstances be entitled to any gain on re-purchase.

VIII. 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 from 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.

