

# INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036

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V. Sathyanarayanan Senior Manager (Project Purchase) Ref: ICSR/DEAN-IAR/003/2019

Date: 13.05.2019

Rate Contract: ICSR/DEAN-IAR/003/2019

Due Date: 04th June 2019, 3 PM

Pre-Bid meeting: - Not required.

<u>Technical Bid opening meeting 04th June</u> 2019, 4:00 PM at 2<sup>nd</sup> Floor, Conference Hall, IC&SR Building, IIT-Madras.

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, offers are invited for the supply of "Video Shooting" conforming to the specifications given in Annexure I.

#### Instructions to the Bidder

- Preparation of Bids: The tenders should be submitted under two-bid system (i.e.) Technical bid and Financial bid.
- II. Delivery of the tender: The tender shall be sent to the addresses mentioned below, either by post or by courier so as to reach our office before the due date and time specified in our schedule. The offer/bid can also be dropped in the tender box on or before the due date and time specified in the schedule.

The tender box is kept in the office of the:

Senior Manager, Project Purchase, IC & SR Building 2<sup>nd</sup> floor, I.I.T. Madras, Chennai – 600 036.

III. Opening of the tender: - The offer/bids will be opened by a committee duly constituted for this purpose. The technical bids will be opened first and will be examined by a technical committee which will decide the suitability of the bids as per our specifications and requirements. All bidders will be invited for opening of the technical bids. With respect to opening the financial bid, only technically qualified bidders will be called.

IV. Prices: - As per terms and conditions.

The offer/bid should be exclusive of taxes and duties. The percentage of tax & duties should be clearly indicated separately. Kindly note that IIT Madras is eligible for concessional GST and relevant certificate will be issued.

More than one vendor may be empaneled under the rate contract and the vendor may be asked to match the L1 price.

- V. <u>Technical Bid Opening:</u> The technical bid will be on 04<sup>th</sup> June 2019, 4:00 PM at the 2<sup>nd</sup> Floor, Conference Hall, IC&SR Building, IIT-Madras.. The financial bids of those tenders who are technically qualified will be opened at a later date under intimation to them.
- VI. IIT Madras reserves the full right to accept / reject any tender at any stage without assigning any reason.

Yours sincerely,

V. Sathyanarayanan Senior Manager (Project Purchase) IC&SR Building, I.I.T. Madras, Chennai - 600 036.

#### **SCHEDULE**

## Important Conditions of the tender

1. The due date for the submission of the tender is **04.06.2019**, **3 PM**.

The offers / bids should be submitted in two bids systems (i.e.) Technical bid and financial bid. The Technical bid should consist of all technical details / specifications only. The Financial bid should indicate item-wise price for each item and it should contain all Commercial Terms and Conditions including Taxes, transportation, packing & forwarding, installation, guarantee, payment terms, pricing terms etc. The Technical bid and financial bid should be put in separate covers and sealed. Both the sealed covers should be put in a bigger cover. The Rate Contract for supply of "Video Shooting" should be written on the left side of the Outer bigger cover and sealed.

 EMD: - The EMD in the form of account payee DD for 2% value of the item/service in favor of The Registrar-IIT Madras, payable at Chennai should be enclosed in the cover containing financial bid. Any offer not accompanied with the EMD shall be rejected summarily as non-responsive.

The EMD of the unsuccessful bidders shall be returned within 30 days of the end of the bid validity period. The same shall be forfeited, if the tenderers withdraw their offer after the opening during the bid validity period. The Institute shall not be liable for payment of any interest on EMD. EMD is exempted for Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME).

3. Performance Security: - The successful bidder should submit Performance Security for an amount of 5% of the value of the contract/supply. The Performance Security may be furnished in the form of an Account Payee DD, FD Receipt from the commercial bank, Bank Guarantee from any nationalized bank in India. The performance security should be furnished within 21 days from the delivery of the purchase order.

Performance Security in the form of Bank Guarantee:- Incase the successful bidder wishes to submit Performance Security in the form of Bank Guarantee, the Bank Guarantee should be routed through the Beneficiary Bank to the end user bank. Otherwise, the Indian Agent of the foreign vendor has to submit a Bank Guarantee from a Nationalized Bank of India.

The Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including the warranty obligations.

- 4. Validity: Validity of Quotation not less than 365 days from the due date of tender.
- Samples: Earlier Video shoot experience with IITs (Preferably IIT Madras) should be attached for technical evaluation.
- 6. Delivery Schedule: The tenderer should indicate clearly the time required for delivery of the item (subjected to the executive committee-IITMadras approval). In case there is any deviation in the delivery schedule, liquidated damages clause will be enforced or penalty for the delayed supply period will be levied.

If there is delay, the penalty will be @1% per week of delay subject to a max of 10% of the value of purchase order and if the delay is more than accepted time frame by IITM, the PO would be cancelled and liquidated damages will be enforced.

7. Risk Purchase Clause:- In the event of failure of supply of the item/equipment/service within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from other sources on the total risk of the supplier under risk purchase clause.

### 8. Payment:-

100 % payment will be made only after the successful acceptance of the videos.

- 9. **Late offer**: The offers received after the due date and time will not be considered. The Institute shall not be responsible for the late receipt of Tender on account of Postal, Courier or any other delay.
- 10. **Acceptance and Rejection**: I.I.T. Madras has the right to accept the whole or any part of the Tender or portion of the quantity offered or reject it in full without assigning any reason.

## 11. Disputes and Jurisdiction:

Settlement of Disputes: Any dispute, controversy or claim arising out of or in connection with this PO including any question regarding its existence, validity, breach or termination, shall in the first instance be attempted to be resolved amicably by both the Parties. If attempts for such amicable resolution fails or no decision is reached within 30 days whichever is earlier, then such disputes shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Unless the Parties agree on a sole arbitrator, within 30 days from the receipt of a written request by one Party from the other Party to so agree, the arbitral panel shall comprise of three arbitrators. In that event, the supplier will nominate one arbitrator and the Project Coordinator of IITM shall nominate on arbitrator. The Dean IC&SR will nominate the Presiding Arbitrator of the arbitral tribunal. The arbitration proceeding shall be carried out in English language. The cost of arbitration and fees of the arbitrator(s) shall be shared equally by the Parties. The seat of arbitration shall be at IC&SR IIT Madras, Chennai.

- a. The Applicable Law: This Purchase Order shall be construed, Interpreted and governed by the Laws of India, Court at Chennai shall have exclusive jurisdiction subject to the arbitration clause.
- b. Any legal disputes arising out of any breach of contact pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Chennai in Tamil Nadu.
- 12. All Amendments, time extension, clarifications etc., will be uploaded on the website only and will not be published in newspapers. Bidders should regularly visit the above website to keep themselves updated. No extension in the bid due date/ time shall be considered on account of delay in receipt of any document by mail.

**Acknowledgement**: - It is hereby acknowledged that the tenderer has gone through all the conditions mentioned above and agrees to abide by them.

SIGNATURE OF TENDERER ALONG WITH SEAL OF THE COMPANY WITH DATE

# Video shooting: Terms & Conditions:

- The Video will be recorded within IIT Madras premises which includes the adjoining IIT Madras Research Park building though not in all cases.
- 2. The format of the video is not less than full HD and the resolution will be 1920x1080 and the extension will be .MP4 or .MOV
- 3. All original video clips used and unused should be handed over to the department incharge in its native format
- 4. The copy of the narration too should be handed over
- 5. The copyrights of the video will remain with IIT Madras and no part the video or the video as a whole can be used without the consent of the institute in written format
- 6. Two copies of the final video will be presented with mixed audio track and un-mixed with international track to enable production of language formats
- 7. Music or effects used in the video should have been pre-licensed and authorized by the producer for social media publication.
- 8. Duration; Minimum 1 to 3 Minutes
- 9. Language: English
- 10. The institute will not accept any claims by the producer, technical team or any person related to production once the video is approved and payment is made as per terms and conditions.
- 11. IIT Madras will have the rights and use the Video as desired on any platform in its whole form or as part
- 12. Credentials for the video will be in a single Title card not exceeding 3 seconds
- 13. The last card of the video will be IIT Madras logo as appropriate and below this logo the word 'Production'
- 14. The data recorded within the campus will be copied in the institute's repository drive, the vendor need not supply and add cost to it while submitting quotation.
- 15. The video finally submitted by the vendor will be reviewed by a committee for its technical, creative quality and the impressions of the Committee will be communicated to the Producer to re-record or edit or resubmit as the case may be. Even after three submissions if the output is not satisfactory the Committee may cancel the order.
- 16. Deadlines: Producers should follow the deadlines in submitting the videos and any extension should be duly informed and approved by the authorised executive of IIT Madras.