Transportation Engineering Laboratory Department of Civil Engineering Indian Institute of Technology Hauz Khas, New Delhi-110 016

NOTICE INVITING QUOTATIONS

Dated: 05.03. 2014

Subject: Purchase of Digital Handy Cam

Quantity: 1

Invitation for Tender Offers

Indian Institute of Technology Delhi invites sealed tender offers in two bid format (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for **supply, installation & integration** with three years on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document.

The quotation should reach to Dr K. Ramachandra Rao, Associate Professor, Department of Civil Engineering, IIT Delhi, Hauz Khas, New Delhi – 110016 latest by 5:00 P.M. on Date 20th March 2014.

TECHNICAL SPECIFICATION:

- Digital Video: Full-HD video (1920x1080) at up to 50 Mbps using MPEG HD compression technology.
- Focal length: f = 5.8 81.2 mm (equivalent to 31.4 439 mm on 35 mm lens)
- Lris: F1.9 F16 auto/manual selectable
- Filter dia: M77 mm, pitch 0.75mm
- Sutter speed: 1/32 sec to 1/2,000 sec
- Input / output : USB device
- Battery operating time (Minimum criteria): Approx. 4 hrs with lithium battery
- Continuous Recording facility: multiple clips should be recorded as a single clip, and should be easy to ingest the file to a non-linear editing (NLE) system.
- Interface : HD/SD-SDI, HDMI®, and i.LINK
- PC Interface: The handy cam has facility to connect directly with a PC using the USB interface. Even without a memory card reader/writer, users can easily ingest shot files from the handy cam to the PC.
- Recording media: it should support high speed memory card (may be proprietary), SD card etc.
- Resolution full Color
- Capability for super steady shot

- Adjustable shutter speed
- AC Charger
- Shoulder Strap
- Lens Hood
- Manual Exposure Dia
- Accessories: SD card adopter, Extra battery minimum 85 Wh.

A complete set of tender documents can be downloaded (from $\,$ 05-03-2014 to $\,$ date 20-03-2014 from IIT Delhi Website (www.iitd.ac.in/tenders).

1.	Last date for receipt of queries	20-03-2014
2	Last Date and Time for receipts of Bids	Upto 5 PM. on date 20-03-2014
3.	Contact Phone Numbers	(+91)-11- 26591235 and 26596265
4.	Fax Number	(+91)-11- 2658117
5.	E-mail Address	rrkalaga@civil.iitd.ac.in

Terms & Conditions

Sl.No.	Specification	
1.	Due date: The tender has to be submitted before the due date 20-03-2014 . The offers received	
1.	after the due date and time will not be considered.	
2.	Preparation of Bids : The offer/bid should be submitted in two bid systems (i.e.) Technical	
	bid and financial bid. The technical bid should consist of all technical details along with	
	commercial terms and conditions. Financial bid should indicate item wise price for the items	
	mentioned in the technical bid. The Technical bid and the financial bid should be put in	
	separate covers and sealed. The tender number and details should be superscripted on the left	
	side of the outer cover. The Quotations should be valid for 90 days from the due date. The	
	Quotations duly sealed and super scribed on the envelope with the reference No. and due date,	
	should be addressed to "Dr K. Ramachandra Rao, Associate Professor, Department of	
	Civil Engineering, IIT Delhi, Hauz Khas, New Delhi – 110016" so as to reach on or before	
	the due date.	
3.	Delivery of the tender : The tender shall be sent to the above mentioned addressee either by	
	post or by courier so as to reach our office before the due date specified in our Schedule. The	
	offer/bid can also be dropped in the mail box of concerned officer on or before the due date	
	specified in the schedule. The mail box is kept in " Dr K. Ramachandra Rao, Associte	
	professor, Department of Civil Engineering, IIT Delhi, Hauz Khas, New Delhi – 110016.	
4.	Opening of the tender : The offer/bid will be opened by a committee duly constituted for this	
	purpose. The technical bid will be opened first and it will be examined by a technical committee which will decide the suitability as per our specification and requirement. The	
	financial offer/bid will be opened only for the offer/bid which technically meets all our	
	requirements as per the specification.	
5.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers	
J.	without assigning any reason.	
6.	Pre-qualification criteria:	
	(i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization	
	from original equipment manufacturer (OEM) on the same and specific to the tender	
	should be enclosed.	
	(ii) An undertaking from the OEM is required stating that they would facilitate the	
	bidder on a regular basis with technology/product updates and extend support for the	
	warranty as well.	
	(iii) OEM should be internationally reputed Branded Company.	
	(iv) Non-compliance of tender terms, non-submission of required documents, lack of	
	•	
	clarity of the specifications, contradiction between bidder specification and supporting	
7	documents etc. may lead to rejection of the bid.	
7.	Risk Purchase Clause: In event of failure of supply of the item/equipment within the	
	stipulated delivery schedule, the purchaser has all the right to purchase the	
	item/equipment from the other source on the total risk of the supplier under risk	
_	purchase clause.	
8.	Packing Instructions : Each package will be marked on three sides with proper paint/indelible	
	ink, the following:	
	i. Item Nomenclature	
	ii. Order/Contract No.	
	iii. Country of Origin of Goods	
	iv. Supplier's Name and Addressv. Consignee details	
	vi. Packing list reference number	
	vi. i acking not reference number	

9. **Delivery and Documents:**

Delivery of the goods should be made within a maximum of 08 to 16 weeks from the date of placement of purchase order and the opening of LC. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- 1. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity
- 2. unit price, total amount;
- 3. Acknowledgment of receipt of goods from the consignee(s) by the transporter;
- 4. Insurance Certificate if applicable;
- 5. Manufacturer's/Supplier's warranty certificate;
- 6. Inspection Certificate issued by the nominated inspection agency, if any
- 7. Supplier's factory inspection report; and
- 8. Certificate of Origin (if possible by the beneficiary);
- 9. Two copies of the packing list identifying the contents of each package.
- 10. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
- 10. **Prices**: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated.

The price should be quoted without custom duty and excise duty, since IIT Delhi is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.

In case of import supply the price should be quoted on FOB Basis only. Under special circumstances (eg. perishable chemicals), when the item is imported on CIF, please indicate CIF charges separately upto IIT Delhi indicating the mode of shipment. IIT Delhi will make necessary arrangements for the clearance of imported goods at the Airport/Seaport. Hence the price should not include the above charges.

11. **Notices:** For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Dr K. Ramachandra Rao, Associate professor, Department of Civil Engineering, IIT Delhi, Hauz Khas, New Delhi – 110016

Supplier:	(To be filled in by the supplier)		

- 12. **Resolution of Disputes**: The dispute resolution mechanism to be applied pursuant shall be as follows:
 - In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Technology (IIT) Delhi and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
 - In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not

acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

• The venue of the arbitration shall be the place from where the order is issued.

13. Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.

14. Right to Use Defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

15. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

16. **Training**

The Supplier is required to provide training on training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.

17. Installation & Demonstration

The supplier is required to done the installation and demonstration of the equipment within one month of the arrival of materials at the IITD site of installation, otherwise the penalty clause will be the same as per the supply of materials.

- 18. **Insurance:** For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. *In case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance. If orders placed on CIF/CIP basis, the insurance should be up to IIT Delhi.*
- 19. **Incidental services:** The incidental services also include:
 - Furnishing of 01 set of detailed operations & maintenance manual.
 - Arranging the shifting/moving of the item to their location of final installation within IITD premises at the cost of Supplier through their Indian representatives.
- 20. Warranty: 1. Warranty period shall be 36 months from date of installation of Goods at the IITD site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.

Note: If a different period of warranty has been specified in the 'Technical Specifications' then the period mentioned above shall stand modified to that extent.

- 2. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
- 21. **Delivery Schedule**: The tenderer should indicate clearly the time required for delivery of the item. 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.

22. Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

23. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.

24. Notices

- Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address.
- A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order

- 26. **Agency Commission**: Agency commission if any will be paid to the Indian agent in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in Tender even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.
- 27. **Payment**: Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in the favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment.
 - For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at IITD in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions.
 - For Imports, LC will be opened for 100% FOB/CIF value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the INST site of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions.
 - Indian Agency commission (IAC), if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items.
 - All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.
- 28. **User list:** Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.

29. Manuals and Drawings

- Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.

- Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.
- 30. **Application Specialist**: The Tenderer should mention in the *Techno-Commercial bid* the availability and *names* of *Application Specialist* and *Service Engineers* in the nearest regional office.
- 31. **Installation**: The equipment or machinery has to be installed or commissioned by the successful bidder within 30 days from the date of receipt of the item at IITD. In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. IITD will not be liable to any type of losses in any form.

32. Spare Parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- i. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- ii. In the event of termination of production of the spare parts:
- iii. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- iv. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

33. **Defective Equipment**: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, IIT Delhi may consider "Banning" the supplier.

34. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- v. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
- vi. If the Supplier fails to perform any other obligation(s) under the Contract.
- vii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this Clause:
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - ii. "*Fraudulent practice*" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid

	submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"	
	• In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.	
35.	. Warranty/Guarantee: The warranty period should be clearly mentioned. The	
	maintenance charges (AMC) under different schemes after the expiry of the warranty	
	should also be mentioned.	
36.	Disputes and Jurisdiction : Any legal disputes arising out of any breach of contract pertaining	
	to this tender shall be settled in the court of competent jurisdiction located within New Delhi.	
37.	Compliancy certificate: This certificate must be provided indicating conformity to the	
	technical specifications.	
38.	Acknowledgement : It is hereby acknowledged that we have gone through all the conditions	

mentioned above and we agree to abide by them.

ANNEXURE-I

Sub. : Compliance Report against supply of

Sl. No.	Details	Yes / No
1.	We have gone through the terms & conditions of the tender document	
2.	Our organization or any of its subsidiaries have not been blacklisted by	
	any Govt. / Autonomous bodies / Universities / Govt. Institutes.	
3.	The quoted price is valid for 6 months from the last date of submission	
4.	VAT & TIN number copy attached	
5.	Service Tax & Sales Tax Registration Certificate attached	
6.		
	months to various Government Organizations/ Institutions/ IITs / NITs	
	with their full address, name of the contact person, fax number, mobile	
	number, telephone Nos. and E-mail identity is attached.	

	(Signature of authorized person)
Name:	
	Seal of the company
	D .
	Date

ANNEXURE-II

DECLARATION

I,

1.

regard to this tender specification knowledge. I have gone through the	formation and data furnished by me with are true and complete to the best of my especification, conditions and stipulations in erequirements and intent of specification.		
2. I, further certify, the under mentioned tenderer.	I, further certify, that I am the duly authorized representative of the under mentioned tenderer.		
•	I, further certify that my company meets all the conditions of eligibility criteria laid down to take part in the tender.		
Black Listed/De Listed or put to	I, further specifically certify, that my company has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/ Public Sector Undertaking in the last three years.		
Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)			
Name of proprietor/Director of Company/Firm/Agency			
Full Address of Office with Telephone No. and FAX			
E-Mail			
PAN No. (Attach attested copy)			
Service Tax & Sales Tax Registration No. (Attach attested copy) Contact Person Name			
Mobile Number			
	(Signature of authorized person) Name : Seal of the company		