

Tender No. LAFEAS-LSTV/083/2018-LSTV

TENDER DOCUMENT

FOR

E-TENDER

FOR

**ANNUAL MAINTENANCE CONTRACT OF TELEPORT AND ITS
ASSOCIATED CHAIN OF EQUIPMENT**

FOR LSTV CHANNEL

(Visit us at <https://eprocure.gov.in/eprocure/app> & www.loksabha.nic.in)

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**LOK SABHA SECRETARIAT
(LOK SABHA TELEVISION CHANNEL UNIT)
ROOM NO. 146, PARLIAMENT LIBRARY BUILDING,
NEW DELHI – 110001
Tel. Nos. 2303 5114 & 2303 5477
NOTICE INVITING E-TENDER**

Lok Sabha Secretariat invites online bids latest by **27.05.2019 up to 1600 hrs.** on single stage under **two bid system, viz., technical bid and financial bid** from eminent firms/ individuals/ partnership firms/ agencies/ companies having its office in Delhi/NCR for Annual Maintenance Contract of Teleport and its associated chain of equipment for LSTV Channel. The details of the list of the equipment to be covered by the AMC and the requirements of the Channel are specified in Annexure IX (Schedule D) and Annexure - X as list of equipment and scope of work. **Manual bids shall not be accepted.**

2. Document Download:

The tender document having detailed instructions and terms & conditions are available on the Lok Sabha website www.loksabha.nic.in and CPPP (Central Public Procurement Portal) site <https://eprocure.gov.in/eprocure/app>. CRITICAL DATE SHEET for the e-tender is as under:

CRITICAL DATE SHEET

Published Date	06.05.2019 (1700HRS)
Bid Document Download Start Date	06.05.2019 (1700HRS)
Bid Document Download End Date & Time	27.05.2019 (Up to 1600HRS)
Clarification Start Date	06.05.2019 (1700HRS)
Clarification End Date & Time	13.05.2019(Up to 1600HRS)
Date of reply to the clarification, if any	15.05.2019 (1800HRS)
Bid submission Start Date & Time	17.05.2019 (1000 HRS)
Bid submission End Date &Time	27.05.2019 (Up to 1600HRS)
Bid Opening Date & Time	29.05.2019 (1600HRS)

3. Bid Submission:

Bids shall be submitted online only at CPPP website:
<https://eprocure.gov.in/eprocure/app>.

Tenderer/Contractor are advised to follow the instruction “Instructions to Bidder for Online Bid Submission” provided in the ‘Annexure-I’ for online submission of bids”.

Bid documents may be **scanned with 100 dpi** with black and white option which helps in reducing size of the scanned document.

4. Tenderer who has downloaded the tender from the Lok Sabha website www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> **shall not tamper/modify the Tender Form including downloaded price bid template in any manner.** In case the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

5. Intending tenderers are **advised to visit** Lok Sabha website www.loksabha.nic.in and **CPPP Website** <https://eprocure.gov.in/eprocure/app>, **regularly till closing date of submission** of tender for any corrigendum/addendum/amendment.

6. No tender fee is required to be paid at the time of submission of bids.

7. Bidder is required to submit Earnest Money Deposit (EMD) of **Rs.40,000/- (Rupees Forty Thousand only)** in the form of Banker’s cheque/Demand Draft drawn in favour of **‘Drawing and Disbursing Officer, LSTV’** payable at New Delhi, which must be delivered to the **Joint Director, Room No.G-016, Parliament Library Building, Pt Pant Marg, New Delhi – 110001 on or before bid opening date/time as mentioned in Critical Date Sheet.** Tenderer shall be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid.

8. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet.** After online opening of Technical-Bid the results of their qualification as well as Price-Bid opening will be intimated later.

Submission of Tender

9. **The tender shall be submitted online in Two parts, viz., technical bid and financial bid.**

10. All the pages of bid submitted **must be signed and sequentially numbered** by the bidder irrespective of nature of content of the documents before uploading.

11. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

TECHNICAL BID

12. The following signed and scanned copies of documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- i) **Proof for payment of Earnest Money Deposit;**
- ii) Registration certificate as per existing norms (indicating the legal status of –company/ partnership firm/ proprietorship/ agency concern, etc.);
- iii) GST and PAN Card Registration Certificates;
- iv) Income Tax Returns filed for the last three financial years;
- v) Proof of experience of undertaking similar projects for the **Television Channels (Government/Private)/ Departments/Ministries of the Government of India/Autonomous Bodies** (copies of two Purchase Orders/work orders / agreements issued / signed during each of the last three years to be attached);
- vi) Audited Profit & Loss Account Statements for the last three financial years;
- vii) Copy of the valid OEM authorisation certificate from OEM to provide AMC.
- viii) Besides above, following are also required:
 - (a) Price Bid Undertaking as per **Annexure-IV**,
 - (b) Tender Acceptance letter as per **Annexure-V**,
 - (c) Declaration regarding blacklisting or otherwise as per **Annexure-VI**, and
 - (d) **Technical Data Sheet as mentioned in Annexure-II**

FINANCIAL BID

13. Schedule of rate/price bid is in the form of **“Price Bid in .pdf format”**

**Joint Director
LSTV Channel Unit
Lok Sabha Secretariat**

INSTRUCTIONS TO THE BIDDERS

1. Definitions

- (i) 'The Purchaser' means the Lok Sabha Secretariat.
- (ii) 'The Bidder' means the individual or firm who participates in this tender and submits bid.
- (iii) 'The supplier' means the individual or firm **undertaking the project** under the contract.
- (iv) 'The contract price' means the price payable to the supplier under the **work order** for the full and proper performance of its contractual obligation.

2. Bid Document

- (i) Instructions to the bidder
- (ii) Terms and conditions of the tender
- (iii) Technical Bid Format
- (iv) Financial/Price bid Format (Price Schedule)

2.1 The bidder(s) is/are expected to go through all instructions, terms and conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in rejection of the bid.

3. Minimum Eligibility Criteria:-

Bidders should:-

- (i) **A company/ firm/ agency/ individual/ partnership firm etc. engaged in field of providing similar services to Television Channels (Government/Private)/ Departments/Ministries of the Government of India/Autonomous Bodies and having its office in Delhi/NCR.**
- (ii) Service Provider should have a valid OEM authorization certificate to provide comprehensive AMC support to the Teleport and its associated chain of equipment. The details of the list of the equipment to be covered by the AMC and the requirements of the Channel are specified in Annexure IX (Schedule D) and Annexure X as list of equipment and scope of work. A copy of

the authorization certificate should be enclosed with the technical bid document.

- (iii) Service provider should have Permanent Account Number (PAN) under the Income Tax Act, 1961 AND GST registration number. A copy each of the PAN card and GST registration should be enclosed with the technical bid document.
- (iv) Service provider should have a valid license from agencies/authorities concerned, wherever applicable, rendering such services.
- (v) have minimum **three years** of experience of undertaking similar projects for the **Television Channels (Government/Private)/ Departments/Ministries of the Government of India/Autonomous Bodies** (copies of two Purchase Orders/work orders / agreements issued / signed during each of last three years to be attached).
- (vi) have minimum turnover of **Rs.60 lakh (Rupees sixty lakh only)** per year during each of the last three financial years (valid and certified proof/CA certified Profit & Loss Account and Balance Sheet has to be attached).
- (vii) not have been blacklisted by the **Television Channels (Government/Private)/ Departments/Ministries of the Government of India/Autonomous Bodies** (Declaration has to be submitted in the prescribed format- (**Annexure-VI**))
- (viii) Service Provider should have its office and adequate support facility in NCR/Delhi to provide satisfactory service and timely customer support to LSTV Channel.

3.2 Bids of the service providers not fulfilling any or all of the above conditions are liable to be rejected.

3.4 The Financial/Price Bids for the bidder whose Technical Bids found complete and in conformity with the eligibility criteria, shall be opened.

4. Documents/Certificates

The bidders are required to upload the following documents along with Technical Bid in *pdf format* (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration certificate as per existing norms (indicating the legal status– company/ partnership firm/proprietorship concern, etc.);
- (b) Copy of GST Registration Certificates;
- (c) Copy of PAN Card;
- (d) Copies of Income Tax Returns filed for last three financial years;
- (e) Proof of experience of **performed/undertaken such projects**/provided similar services to **Television Channels (Government/Private)/ Departments/Ministries** of the Government of India/Autonomous Bodies (Copies of two Purchase Orders/work orders / agreements issued / signed during each of last three years to be attached).
- (f) Copies of Audited Profit & Loss Account Statements for the last three financial years.
- (g) Copy of the valid OEM authorisation certificate from OEM to provide AMC
- (h) Besides above, following are also required:
 - (a) Price Bid Undertaking as per **Annexure-IV**,
 - (b) Tender Acceptance letter as per **Annexure-V**,
 - (c) Declaration regarding blacklisting or otherwise as per **Annexure-VI**, and
 - (d) Scanned copy of draft/Banker's Cheque for EMD.

5. Bid Security/Earnest Money Deposit (EMD)

5.1 The Earnest Money Deposit (EMD) of **Rs.40,000/- (Rupees Forty Thousand only)** must be deposited by bidders in the form of Banker's cheque/Demand Draft drawn in favour of '**Drawing and Disbursing Officer, LSTV**' payable at New Delhi at the address "**The Joint Director, Lok Sabha Television Channel Unit, Room no. G016, Parliament Library Building, New Delhi-110001**" on or before the opening of tender. The Purchaser will not take any responsibility for delay or non-receipt.

5.2 The scanned copy of Draft / Fixed Deposit Receipt / Bankers' Cheque or Bank Guarantee from any of the commercial banks shall be uploaded along with technical bid.

5.3 The bid security shall remain valid for a period of 45 days beyond the final bid validity period.

5.4 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous job/supply will be entertained.

5.5 A bid received without bid security (EMD) shall be rejected as non responsive.

5.6 EMD for lesser amount /EMD not submitted in the manner prescribed will be rejected and returned to the bidder.

5.7 The bid security of the unsuccessful bidder will be discharged/returned to them within 30 days after finalization and award of the contract without any interest.

5.8 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified in the bid document;

(b) In the case of successful bidder, if the bidder fails to:

(i) sign the contract,

(ii) furnish the performance security within the time specified in the document.

6. Clarification on Bid document

In case the prospective bidders need any clarification regarding any terms and conditions of the tender, he/she/they may seek clarification through CPPP on or before the time indicated in the Critical Date Sheet.

7. Amendment of Bid document

7.1 At any time prior to 'Bid Submission Start Date' indicated in Critical Date Sheet, the purchaser may for any reason whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bid documents by amendment. The amendment will be uploaded onto LSS website www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, for the benefit of all the prospective bidders.

7.2 In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the competent authority, Lok Sabha Secretariat may at his discretion, extend the deadline for the submission of bids.

8. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. **Quoting unrealistic rates will be treated as disqualification.**

9. Non transferability: This tender is non transferable.

10. Preparation and Uploading of e-Tender

10.1 Bidder should take into account corrigendum, if any, published to the tender document before uploading their bids.

10.2 Bidder should get ready the bid documents in advance to be uploaded as indicated in the tender document/schedule and generally, they should be in pdf/xls formats. Bid documents may be scanned with 100 dpi with black and white option.

10.3 The bid uploaded online by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the purchaser shall be written in English only.

11. Documents comprising the bid

11.1 The Bid should consist of all the documents/certificates as mentioned in Clause 4 of Instructions to the Bidders, price bids, etc., required to be uploaded in the e-procurement system.

11.2 The bids shall comprise of (i) technical bid and (ii) the financial bid:

- (i) The technical bid comprises of all the information/ documents sought in should be uploaded onto CPPP in pdf format only. **The documents / information sought should be in the same serial order as given in the technical bid format.**
- (ii) The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule and should be uploaded onto CPPP in xls format only.

N.B. : All the documents uploaded must be legible and digitally signed, otherwise the bid is likely to be rejected.

12. Bid Prices

12.1 **The rates should be quoted in Indian Rupees only in words as well as figures. GST as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.**

12.2 Only one price should be quoted for the project and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.

12.3 Rates/prices should be valid for one year from the date of signing of the agreement. Rates/Prices shall remain fixed during the entire period of contract. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A bid with an adjustable price quotation will be treated as non responsive and will be rejected.

12.4 Prices should be quoted FoD basis (Free delivery at LSS) only.

13. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for opening the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

14. Signing of the bids

The bidder has to authenticate with his digital signature certificate and upload the required bid owning responsibility for their correctness/authenticating documents one by one as indicated in the tender document. The required documents for the tender should be properly paged and indexed and the requisite information should be highlighted also.

15. Deadline for submission of bids

15.1 Bids must be uploaded in the CPPP Portal on or before the prescribed date and time mentioned in the Critical Date Sheet of **NOTICE INVITING TENDER (NIT)**.

15.2 **Lok Sabha Secretariat**, may, at its discretion, extend the deadline for bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

15.3 The responsibility for uploading the bids in time would rest with the bidder.

15.4 Telegraphic/Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received through CPP Portal prior to the closing time and date of the bids will be taken as valid.

16. Bid Opening

16.1 On the date and time indicated in the ‘**Critical Date Sheet**’ of Notice Inviting Tender (NIT) bids will be opened **online**. If the Bid Security is not found as prescribed the bid shall summarily be rejected.

16.2 Bids shall be numbered serially by competent authority. The bidder’s names, documents submitted/ not submitted and such other details as the competent authority, at its discretion may consider appropriate shall be announced at the bid opening.

17. Clarification of Bids

17.1 To assist in the examination, evaluation and comparison of tenders, the Purchaser may ask the bidders individually for clarification of their tenders.

17.2 The request for clarification and their response shall be through CPP Portal but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Purchaser during the evaluation of the tenders.

17.3 The bidder shall promptly provide all necessary information and documents to be submitted to the Purchaser during evaluation of its tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings, etc., having a material bearing on the evaluation process may render its tender being treated as non-responsive and will be liable to be rejected summarily.

17.3 After the opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

18. Technical evaluation

18.1 The Purchaser shall carry out the evaluation solely based on the uploaded certificates/documents in the e-procurement system.

18.2 The competent authority shall examine/ evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.** The technical bids are to be opened at the first instance and evaluated by a TEC. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract.

18.3 Prior to financial evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. **The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.**

18.4 A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

19. Financial evaluation and comparison of substantially technically responsive bids .

19.1 The Purchaser shall carry out the evaluation solely based on the uploaded schedule of rates (price bids) in the e-procurement system.

19.2 The **financial bids** of technically qualified bidders only will be recommended for opening and consideration by the Competent Committee/Purchase Committee/Authority, etc. The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; (iv) the bids are generally in order, etc.

19.3 The purchaser shall shortlist those who are eligible and submitted substantially technical responsive bids for opening of financial bid. The names of the successful bidders will be displayed on the CPP Portal and website of Lok Sabha. Such successful bidders may like to attend the financial bid opening. The date, time and venue of the financial bid opening will be uploaded on CPP Portal and website of Lok Sabha. **The financial bids of unsuccessful bidders would not be opened.**

19.4 A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

20. Contacting the Purchasers

20.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.

20.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

21. Award of Contract

21.1 Award Criteria

The contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

21.2 Period of Contract

The contract shall be for a period of one year w.e.f. from the date of signing of the agreement. LSS reserves the right to terminate the contract after giving one month notice without assigning any reason whatsoever. LSS also reserves the right to extend the contract after the one year period and the decision regarding extension of the contract shall be solely based on performance and decision of the Lok Sabha Secretariat shall be final in this regard.

22. Right to accept/reject any or all Bids

The Purchaser reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

23. Notification of Award

23.1 Prior to the expiration of the prescribed period of bid validity, the **Joint Director, Lok Sabha Television Channel Unit** will notify the successful bidder on CPPP Portal that his bid has been found successful.

23.2 The notification of award will constitute the formation of the contract.

23.3 Upon furnishing of Performance Security Deposit by the successful bidder in accordance with the provisions of Clause 3 of Terms & Conditions of the Tender, **Joint Director, Lok Sabha Television Channel Unit** will notify on CPP Portal the unsuccessful bidders that their bids have been unsuccessful.

24. Signing of Agreement

Upon the receipt of the notification of award by the successful bidder, bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Document and submit the same to the **Joint Director, Lok Sabha Television Channel Unit** within a week of the date of receipt of notification of award. The **Joint Director, Lok Sabha Television Channel Unit** shall return the draft duly approved within one month from the date of receipt of the draft and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within two weeks from the receipt of the approved draft.

24.1 The Agreement shall be valid from date of signing of the contract and shall remain in force till twelve months from the date of signing of the agreement. The right to further extend or otherwise shall remain solely with the Lok Sabha Secretariat.

25. Annulment of the Award

25.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

25.2 Purchaser reserves the right to disqualify the supplier for a suitable period who fails to supply the item / service in time. Further, the suppliers whose items do not perform satisfactorily or the quality of which is not satisfactory may also be disqualified for a suitable period as decided by the Purchaser.

25.3 Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

TERMS & CONDITIONS

1. Application

The general conditions shall apply in contracts made by the Purchaser for the **desired project**

2. Standards

2.1 The services rendered/goods supplied under this contract shall conform to the standards prescribed specifications mentioned there against the goods in the financial bid.

2.2 The bidder should furnish the full specification of the requirement of the Channel offered in the tender. No change shall be permitted after opening of bids.

3. Performance Security Deposit (PSD)

3.1. Successful bidders have to deposit PSD @ **5% of annual contract value within 7 days** of notification of the award of contract.

3.2 PSD shall be in the form of (i) Demand Draft in favour of **Drawing and Disbursing Officer, LSTV** payable at New Delhi (ii) Deposit receipt from a Scheduled Commercial Bank in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Nationalized/scheduled Bank. In case PSD is in the form of bank guarantee, such a bank guarantee should be from a nationalized/scheduled bank and in the format provided in the **Annexure-VIII**.

3.3 The PSD should remain **valid** for a period of **sixty days** beyond the date of completion of all contractual obligations by the supplier including ancillary obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.

3.4 PSD can be withheld or forfeited in full or in part in case the services provided/supply order is not executed satisfactorily within the stipulated period or for rendering inferior services/supply of goods of inferior quality, size, design or not conforming to the technical specifications.

3.5 In case the successful bidder does not accept the contract and does not deposit PSD within 15 days from the date of award of contract by LSS for whatsoever reasons, the EMD submitted by the contractor shall be forfeited.

3.6 If the successful bidder does not enter into a written contract within 7 days of furnishing of PSD, his performance security shall be forfeited.

3.7 If the successful bidder abandons the contract prematurely, the performance security deposited shall be forfeited and no representation shall be considered by the competent authority."

3.8 In the event of the successful bidder failing to comply with any of the terms and conditions of this contract or he commits any breach of contract or if the services of the contractor are not found satisfactory, the performance security deposited shall be forfeited and the contract will be terminated immediately. The contractor shall be liable to make good the loss (es), if, any, that may be suffered by LSS due to his/her actions and/or omissions. The decision of the competent authority shall be final and binding upon the contractor.

4. Liquidated damages

If the supplier fails to deliver the items or any consignment thereof within 7 days of issue of work order, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply and after 7 days at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof. In case no services/supply is made even after expiry of 30 days from the date of issuance of work order, the amount of security deposit shall be forfeited and the contract shall stand terminated. However, if the purchaser is satisfied that the delay in supply was caused by the circumstances beyond the contract of the supplier, they may grant him in writing extension of time which will not exceed 30 days which shall not be extended again.

5. Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchase as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or

delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

6. Termination for Default

6.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier/service provider, terminate this contract in whole or in part , if

- (a) the supplier/service provider fails to deliver any or all the services/goods/items/complete the project within the time period (s) specified in the Purchase Orders / Agreement, or any extension thereof granted by the purchaser;
- (b) the service provider/supplier fails to perform any other obligation(s) under the Contract; and
- (c) the service provider/supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- (d) Renders improper services/Supply of defective goods/completes the project not conforming to technical specifications, poor quality, design, brand, etc.,.

6.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 6.1 the purchaser may acquire such services/procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar services/goods. However the supplier shall continue the performance of the contract to the extent not terminated. The purchaser is free to procure the undelivered / delayed/defective services/supply from other source at the risk and cost of the supplier.

7. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the service provider/supplier. If the supplier 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 purchaser.

8. Set Off

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or the Lok Sabha Secretariat or any other

person(s) contracting through the Purchaser and set off the same against any claim of the Purchaser or LSS or such other person or person(s) for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser or LSS or such other person(s) contracting through the LSS.

9. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary General, Lok Sabha Secretariat or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

10. Mode of Payment

10.1 Payment shall be made, after deducting penalty charges, if any, on quarterly basis against Bill / Invoice after execution of services/supply order and the quality of the items / services are found to the satisfaction of the LSS. Payment will be made direct to the supplier through **A/c payee cheque/RTGS/NEFT (Electronic Mode) only.**

10.2 No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

11. Change in quantity

The list of the equipment mentioned in Annexure IX is exhaustive but it may likely to vary and the selected firm should be able to provide the service mentioned in the tender. LSS reserves the right to include or exclude any equipment in the list.

12. Agreement

The selected bidder should sign an agreement with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure -VIII**)

13. Purchaser's Rights

13.1 The LSS reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

13.2 Provided that a bid is substantially responsive, the LSS reserves the right to seek necessary information or documentation from the bidder (s), within a reasonable period of time, to rectify non-material, non-conformity, or omission in the bid related to documentation requirements. Such omission shall not be

related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bids.

13.3 The LSS reserves the right to split and award the contract to more than one bidder.

13.4 If a firm after award of the contract violates any of the terms and conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD/Performance security shall be forfeited.

14. Frequency of Purchase orders/ Delivery

14.1 Work Order (WOs) will be issued / Agreement will be signed at the end of tendering process and after soliciting formal orders to that effect from the Competent Authority of the Secretariat. The services/delivery as per the tender has to be effected immediately as per the requirement of the Channel. LSS reserve the right to get the supply immediately/get the project executed depending upon the urgent requirement especially during Parliament Session. The name and mobile number of the nodal person, who can be contacted at any time, even beyond office hours and on holidays should be provided to this office. In case, the firm fails to supply the required service / goods **as per the agreement**, the service / material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) by issuing notice and necessary action for **blacklisting** the firm may also be taken.

14.2 The Inspection Team of Lok Sabha Secretariat/LSTV shall inspect the services provided/equipment installed/ support equipment etc provided in response to this tender. In case the inspection team rejects the services rendered/consignment for not conforming to the required specifications the supplier has to replace the consignment ensuring conforming to the required specifications within the given time.

14.3 Any loss or damage to the purchaser due to delayed / defective /damaged / poor quality supply/services shall be recovered from the payable dues to the supplier including PSD.

15. Penalty for substandard / inferior quality

15.1 Penalty @ Rs. 2,000/- (Rupees Two Thousand only), per day shall be deducted from the service fee payable to PARTY OF THE SECOND PART for failure to fix the complaints within the mutually agreed permissible downtime or for breach of the Agreement, for the equipment covered under comprehensive AMC. Further, the firm is liable for blacklisting.

15.2 If the selected bidder/firm does not start providing services/supply the items within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply/services from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser.

16. Validity of rates

Rates quoted should be valid for one year from the date of signing of the contract. Bids quoting the rates valid for periods less than one year will be considered non-responsive.

17. Supply of latest and compatible equipment

The supplier shall ensure that the equipment supplied to LSTV Channel are of latest make and model and compatible with the existing set up of the Channel. Further, the manpower that will be deputed for LSTV works are properly trained.

18. Guarantee/Warrantee

18.1 Minimum Guarantee/Warrantee, wherever applicable, of the item installed/services provided should be at least one year from the date of delivery/installation.

18.2 In the event of any manufacturing defects of the items installed, the firm/bidder has to replace the same free of cost.

19. General/Others

19.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order will be terminated forthwith without any notice and Performance Security Deposit will be forfeited.

19.2 The bidders will be bound by the details furnished by them to LSS, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for **legal action besides termination of contract.**

19.3 The successful bidder shall at all times indemnify LSTV/Lok Sabha Secretariat towards any loss/damage caused or any claim raised against LSTV/Lok Sabha Secretariat by any party/third party consequent to the contract.

19.4 The Agency shall also indemnify LSTV/ Lok Sabha Secretariat against all charges, claims, dues etc. arising out of disputes relating to the skilled/unskilled/any other persons deployed at the Parliament House Complex in connection with providing the services based on this Tender process.

ANNEXURE-I

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>.) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENT

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organisation Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard document (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "other Important Documents" are available. These documents may be

directly submitted from the “My Space” are while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable in the tender document.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the .PDF format and no other format is acceptable. If the price bid has been given as a standard .PDF format/in accordance with technical specification/scope of work with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to submit the price in .pdf format and submit it online,
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc., the bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the

bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents being readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.

**TECHNICAL BIDS FOR PROVIDING COMPREHENSIVE ANNUAL
MAINTENANCE OF TELEPORT AND ITS CHAIN OF EQUIPMENT
FOR LSTV CHANNEL**

INFFORMATION AND DOCUMENTS TO BE SUBMITTED

- 1 Name of the Tenderer Firm/Agency/Company:
.....
2. Address of the Tenderer Firm /Agency /Company :.....
.....
.....
3. Contact details of the Tendering Firm/Agency:
 - (a) Tel. No. with STD (O).....
 - (Fax).....(R).....
 - (b) Mobile No.....
 - (c)E-mail : (d) Website.....
4. Name of Proprietor/ Partners/ Directors of the firm/ agency:
.....
.....
.....
5. Bidder's bank Details:-
 - (i) Name of Account Holder:
.....
.....
 - (ii) Complete A/c No.
(Current/Saving).....
 - (iii) Name of Bank
.....
 - (iv) Name of Branch with complete Address
.....

.....
.....
(v) IFS Code of Branch
.....

(vi) 9 Digit MICR Code of Branch
.....

(Attach one copy of cancelled cheque leaf after cutting the cheque number).

6. Registration and incorporation particulars of firm:
.....

(Pl. attach copies of the relevant documents/certificates)

7. GST registration details
(Pl. attach copy of the relevant document/certificate)

8. Permanent Income Tax Number (PAN)/Income Tax Circle/TIN
.....
(Pl. attach certified copies of last three years Income Tax Returns)

9. Copies of Income Tax Returns filed for last three financial years.....
.....
.....

10. Annual turnover for the last three financial years
.....
.....
.....
(Audited balance sheets and Profit & Loss A/c Statement should be attached)

11. Authorization/license (software/hardware-whenever applicable) from manufacturer against this Tender valid throughout the contract period, in case the firm is not a manufacturer of the item.....

12. Copies of two PO's issued by **Television Channels (Government/Private)/** Departments/Ministries of the Government of India/Autonomous Bodies during the last three years.....

- 13. Price Bid Undertaking (**Annexure – IV**):
.....
- 14. Tender Acceptance Letter (**Annexure-V**)
.....
- 15. Declaration regarding blacklisting or otherwise by the Govt. departments
(as per **Annexure-VI**)
.....
.....
- 16. Details of Earnest Money Deposit
The scanned copy of Draft / Fixed Deposit Receipt / Bankers' Cheque or
Bank Guarantee from any of the commercial banks shall be uploaded
along with technical bid.
.....
.....
.....
- 17. Any other information:
.....
.....
.....
.....

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

**Dated..... Name & Address of
Firm.....
Authorised Signatory & Seal of the Firm**

**PRICE BIDS
(SCHEDULE OF RATES)**

The below mentioned Financial Proposal/Commercial bid format is provided as along with this tender document at <https://eprocure.gov.in/eprocure/app> Bidders are advised quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidders shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

Sl. No.	Description of Items	Price Quote	GST %	Total Amount in figures upto 2 digits after decimal	Total Amount in words
	(1)	(2)	(3)	(4=2+3)	
1.	Teleport Set Up and its associated Chain of equipment for Lok Sabha Television Channel				

PRICE BID UNDERTAKING

(To be given on Company Letter Head)

From

(Full name and address of the Bidder)

.....
.....

To,

The Joint Director
Lok Sabha Television Channel Unit,
Lok Sabha Secretariat, Parliament Library Building,
Pt Pant Marg
New Delhi-110001.

Dear Sir/Madam,

I/We submit the Price Bid for the tender for providing Comprehensive AMC to Teleport and its associated chain of equipment for LSTV Channel as envisaged in the Bid document.

2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agreed to abide by them.
3. I/We offer to work at the rates and applicable taxes as indicated in the financial bid, **Annexure-III**.

Yours faithfully,

Signature of authorized Representative with date

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date :

To,

The Joint Director
Lok Sabha Television Channel Unit,
Lok Sabha Secretariat, Parliament Library Building,
Pt Pant Marg, New Delhi-110001.

Dear Sir,

I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the web site(s), namely, www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app>.

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No.to (including all documents like annexure (s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms and conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in totality/entirely.

5. I/We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

DECLARATION
(To be given on Company Letter Head)

To
The Joint Director
Lok Sabha Television Channel Unit,
Lok Sabha Secretariat, Parliament Library Building,
Pt Pant Marg, New Delhi-110001.

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by all the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office as per-condition for obtaining the Work Order/rendering the services.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/ banned / suspended business dealing. I/We further undertake to report to the Lok Sabha Secretariat, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is **blacklisted/banned/suspended** in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)
Name&Designation with Seal of the Firm

PERFORMANCE SECURITY BOND FORM

In consideration of the Lok Sabha Secretariat (hereinafter called ‘the Secretariat’) having agreed to exempt ----- (Hereinafter called ‘the said Contractor(s)’) from the demand, under the terms and conditions of an agreement No. ----- Dated ----- made between ----- and ----- for providing Comprehensive AMC to Teleport and its associated chain of equipment for LSTV Channel (Hereinafter called ‘the said Agreement’), of performance security for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for Rs_____(Rupees) we, (Name of the Bank) ----- (hereinafter referred to as ‘the Bank’) at the request of ----- contractor (s) do hereby undertake to pay to the Secretariat an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Secretariat by reason of any breach by the said Contractor(S) of any the terms or conditions contained in the said Agreement.

2. We (Name the Bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the Secretariat stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Secretariat by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Secretariat in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding-----

3. We undertake to pay to the Secretariat any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier (s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond shall be valid discharge of our liability for payment there under and the contractor (s)/ supplier (s) shall have not claim against use for making such payment.

4. We (name of the Bank) ----- further agree that the guarantee herein contained shall remain in full force and affect during for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation. And that it shall continue to be enforceable till all the dues of the secretariat under or by virtue of the said Agreement have been full paid and its claims satisfied or discharged or till ----- (Secretariat) certifies that the terms

and conditions of the said Agreement have been full and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

5. We (Name of the Bank) ----- further agree with the Secretariat that the secretariat shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretariat Against and said Contract (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract (s) or for any forbearance, act or omission on the part of the Secretariat or any indulgence by Secretariat to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitutions to the Bank or the contractor (s)/ supplier (s).

7. We (name of the Bank) ----- lastly undertake not to revoke this guarantee during its currency except with the pervious consent of the Lok Sabha Secretariat in writing.

Dated the ----- day of -----, Two thousand seventeen only.

For -----
(Indicate the name of the Bank)

Witnesses:-

1.

Telephone No. (s);- -----

STD Code- -----

FAX No. -----

E-Mail Address:- -----

SPECIMEN AGREEMENT

“To be executed at the time of entering into agreement before issuance of work order”

“Each page of this form shall be signed by the tenderer for acknowledging that he/she has read and accepted terms and conditions of the tender agreement”

THIS AGREEMENT is made on this ----- day of -----2018 at New Delhi, between Lok Sabha Secretariat, the Party of the First Part, through _____, having its office at Parliament Library Building, Parliament House Complex, New Delhi-110001, hereinafter referred to as “LSS” which expression unless repugnant to the context or meaning thereof, shall mean and include all its officers, successors and assignees of the Party of the FIRST PART.

AND

-----, the party of the Second Part, through its authorized representative hereinafter referred to as the “-----” which expression unless repugnant to the context or meaning thereof, shall mean and include his/her heir, executors, successors and assignees of the Party of the SECOND PART.

Whereas LSS has set up LSTV, 24 hour television channel and is desirous of engaging ----- for comprehensive AMC from OEMs through Service Support Agreement (SSA) to be separately entered into by ----- with the OEMs/supplier for providing back - to - back Comprehensive AMC support services for Teleport Equipment of LSTV Channel.

WHEREAS, ----- as an established consulting and turnkey solution provider in the field of Broadcast Engineering --, has requisite expertise, experience and proven record of providing such services.

AND WHEREAS, both the parties hereby enter into a Comprehensive Annual Maintenance Contract (AMC) for Comprehensive AMC of LSTV Teleport set up.

NOW THIS AGREEMENT WITNESSETHS AS FOLLOWS:

1.0 Scope:

- 1.1 The Party of the Second Part by its acceptance hereof agrees to undertake the maintenance of the Teleport system set up installed at Parliament House Complex. The comprehensive AMC shall cover round the clock technical professional maintenance, both preventive and failure specific, repairing and replacement of the defective parts without any additional cost for the Teleport system to ensure its trouble free functioning and uninterrupted telecast of LSTV programmes throughout the AMC period.
- 1.2 Party of the Second Part shall be responsible to provide round the clock service and maintenance support 365 days a year, by carrying out preventive maintenance and upkeep of the Systems, maintenance and repairs against specific failures, within the mutually agreed permissible downtimes as per the terms and conditions of the Agreement.
- 1.3 Party of the Second Part shall enter into contract with the OEM(s) for providing back-to- back comprehensive AMC for teleport system.

2.0 Date of Commencement of AMC, Terms and Termination:

- 2.1 The AMC shall commence on the date of signing of contract and shall remain in force for twelve months from the date of signing of the agreement. The AMC charges shall be as per the rates quoted at Schedule 'A'.
- 2.2 LSS shall have the exclusive prerogative to terminate the agreement at any time, after giving one month's notice, without assigning any reason whatsoever and without any compensation.

3.0 Maintenance Service Availability:

- 3.1 Maintenance of the entire Equipment in the Teleport System in LSTV set up will be implemented as follows:
 - (i) Periodic preventive monthly maintenance of the equipment and servicing / repairing of the teleport equipment whenever necessary.
 - (ii) Trained technical personnel shall attend to the break down calls/ problems and perform checks. The response time shall be four hours. The repairs of equipment shall be carried out within 24 working hours.
 - (iii) Detection of the defective modules & accessories.
 - (iv) In case of failure, repair will be carried out immediately and uninterrupted telecast shall be ensured.

- (v) Coordinate with OEM suppliers and arrange for inspection by experts for detection and rectification of defects, in case necessary.
- (vi) Carry out necessary performance adjustment, if required in the module equipment.
- (vii) The service provider has to provide on-site service/repair/maintenance etc. If transportation of any equipment for repair outside PH complex is required/inevitable, then additional cost, if any, has to be borne by the service provider.
- (viii) Maintenance of the record of all activities and to get it verified by LSTV from time to time.
- (ix) Party of the Second Part shall take over the AMC covered equipment after joint inspection by LSTV and Party of the Second Part. Party of the Second Part shall ensure handing over of the said equipment in perfect working condition to be taken over and certified by Sr. Technical Manager, LSTV at the time of termination of this contract.
- (x) In order to maintain the LSTV System set up, Party of the Second Part shall deploy technically skilled manpower for the AMC. Party of the Second Part would give the list containing the names, designations and responsibilities of the Maintenance Staff to LSS and shall provide suitable replacement in case of absence of any of their staff. They shall maintain a register showing complaints date, time, attendance and feedback slip signed from complainants and the same shall be submitted to LSTV Channel Unit in the first week of following month for verification and calculation of penalties for failures, if any. Party of the Second Part shall ensure regular servicing/ maintenance of Teleport Equipment covered under AMC, depending on requirement of the system. Entry/exit of the workers of the firm shall be subject to security norms of LSS.

4.0 Payment:

- 4.1 The total AMC charges as shown under Schedule 'A' shall be payable quarterly, within 10 days after completion of the quarter, and submission of invoice and satisfactory completion of service. No advance payment shall be made.
- 4.2 Applicable taxes shall be paid by LSS over and above the amount stated at Schedule A of the Agreement.

5.0 Penalty:

In case of delay in repair/service, maintenance or for any violation of due performance of the contract during CAMC, penalty @ Rs.5000/- per day per equipment(s) in addition to non-payment of pro-rata maintenance charges for the period(s) during which the said equipment(s) remain(s) non-functional beyond downtime shall be deducted from payable dues/PSD. LSS shall also be free to terminate the contract during warranty/FSMA period, at the risk and cost of the vendor/contractor, if he fails to maintain/repair/replace the defective parts/system as per the contract/downtime agreement. For calculation of penalty,

part of the week shall be counted a full week. Penalty shall be deducted from the payable dues/PSD.

6.0 Entire Agreement:

This agreement represents the full and final understanding between the parties hitherto and supersedes any and all other promises, understandings or agreements, whether written or oral, with respect to subject matter hereof. It may only be modified by a written instrument signed by both the parties and expressly referring to this agreement.

7.0 Confidential Information and Trade Secrets:

7.1 In connection with the services which Party of the Second Part is providing to LSS under this Agreement, the parties may come into contact with confidential matters of each other including:

- i) Technical information, such as know-how, formulae, computer programmes, drawings, secret processes or machines, inventions or research projects;
- ii) Business information, such as information about costs, profits, markets, sales, lists of customers or business plan;
- iii) Plans for future development; and
- iv) Other information of similar nature not generally known outside.

7.2 The parties, for itself and its employees, agree to keep all such matters confidential, and agree not to disclose them to anyone, either during or after the expiration or termination of this Agreement, except with the written consent of LSS excepting any information as may be required by law, or any regulatory authority for the parties to perform its obligations under this Agreement or such information that may come into the public domain otherwise than by a breach of this Agreement.

7.3 The parties further agree that upon expiration of this Agreement, they will promptly deliver to each other all materials in its or its employee's possession or control containing such confidential information.

7.4 The provisions of this Article shall survive any expiration or termination of this Agreement.

7.5 In case the vendor violates the terms of the agreement including the confidentiality terms, it shall be liable to be blacklisted.

8.0 Indemnity:

Party of the Second Part and LSS shall keep each other indemnified against any claims, losses, damages that may arise in the course of performance of the obligations by both the parties under this Agreement.

9.0 FORCE MAJOR :

Neither party shall be liable for, or shall be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party’s reasonable control and that such party is unable to overcome through exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

10.0 Dispute Redressal

In the event of any dispute or difference arising out of or relating to between the parties hereto or as to the performance rights and obligations under this Agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, such dispute or difference shall be referred to the Sole Arbitrator to be appointed by the Secretary General, Lok Sabha. The award of such arbitration shall be final and binding on the parties to this contract. The arbitration proceeding shall be held at Delhi only. The courts of Delhi alone will have jurisdiction in the matter of arbitration.

11. Maintenance Contract with OEM Partners:

Party of the Second Part shall enter into the maintenance contract with the OEM(s) according to the terms and conditions as laid down in the Agreement and should provide a certified copy(ies) of the same to LSS within one month from the date of signing of this Agreement.

In witness whereof the Lok Sabha Secretariat and the Party of the Second Part have put their respective signatures hereunder the day month and year first written above. Schedules A, B and C annexed.

Signed by

For and on behalf of -----

For and on behalf of

Lok Sabha Secretariat

Witnesses:

1. _____

2. _____

Schedule-A:

1. Annual Maintenance Contract (comprehensive) Charges= Rs. -----/-
for Teleport equipment for a period of one year from the date of signing of the Agreement.

Total = Rs. -----/-

* Applicable taxes shall be paid extra.

Schedule-B

Mutually agreed permissible downtimes:

Based on the nature of problems, Basically permissible down time will be none.

In case of failure repair will be carried out immediately an uninterrupted telecast shall be ensured. However uptime will be 99.99%.

Schedule-C

Periodic Inspection by Experts for detection and rectification of defects:

1. Monthly visit for Inspection of system.
2. Quarterly visit for complete health check up.
(Sp. Analyser to be provided by LSTV).

LIST OF EQUIPMENT COVERED UNDER COMPREHENSIVE AMC FOR LSTV TELEPORT:

S.No	Item/ Description	Part No	Qty
	Antenna System		
1	C Band Feed Windows for 6.5 meter Earth Station Antenna	203844	1
2	Resolver for RES K5 & RES K9	208349	1
3	Polarization Motor & Gear Box	SPR-POL MTR- 9DRA	1
4	Azimuth Motor	SPR-3000- AZMTR	1
5	Elevation Motor	SPR3000-ELE MTR	1
6	Hand Held Controller Assy Lubrication & Maintenance	300475	1
7	Kit	209906-2	1
8	Guard , Feed Window	BRNG-73-C	1
9	Limit Switch Kit	SPR-LMTSW	1
10	Obstruction Warning Light Kit	OBWRNLT-230	1
	HPA System		
1	Tunnel Diode Detector	103715600	1
2	CCA, RF Monitor	102501001	1
3	Assy, Control Status	102726000	1
4	CCA, Controller	103891001	1
5	CCA, Fan Power	103529000	1
6	Wash Fan Assy	103103500	1
7	CCA, Power Factor	103126000	1
8	CCA, Power Processor	103127000	1
9	HV Module	103127900	1
10	Fan Assy	103129900	1
11	CCA, PFC Filter	103131000	1

12	Solid State IPA (W/Attenuator)	103141300	1
13	Linearizer / IPA Integrated Component	103141601	1
14	TWT Assembly, 400W	103141000	1
Compression System -Parts			
1	DP Encoder Board		1
2	ASI Board		1
3	Decoder		1
4	Router Power Supply		1

Modulator - Parts			
1	DVB-S & MPEG 2 Modulator Board for DM240XR-200		1
2	ASI Data Interface Card		1
3	Power Supply Module		1
4	ASI Interface Module for RCS11		1
5	Power Supply Module		1
NORSAT-LNB			
1	LNB		1

* The List includes all equipment configured in the Teleport system including Antenna as a whole. Any minor component or sub-system which has not been included in the List due to various reasons shall also be covered under Comprehensive AMC.

Service Personnel Details for Lok Sabha Teleport AMC:

Schedule-E

S. No.	Name of Engineers	Designation	Address	Tel No	Fax No	Cell No.	E-Mail Id	CC to
Ist Level								
IInd Level								

Detailed Scope of Work

- 1) To provide Comprehensive AMC service and support to LSTV Teleport and its associated chain of equipment.
- 2) Preventive maintenance of LSTV Teleport and its associated chain of equipment.
- 3) To ensure trouble free and uninterrupted transmission of LSTV Channel.

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[For further clarification on scope of work/requirement of the channel etc, STM, LSTV (23035294) may be contacted].