

Terms & conditions for warranty, CSMC and operational services – Auditorium LPSCB

This document contains (i) scope of work , terms & conditions for warranty period of 3(three) years for the AV facility at Auditorium LPSC, Bengaluru (ii) scope of work , terms & conditions for the Comprehensive Service Maintenance Contract for 3 years beyond warranty.(iii) Terms and instructions for the Resident operational support to be made available for facility operations and maintenance on day-to-day basis during 3 year warranty period and 3 year Comprehensive Service Maintenance contract period at LPSCB (For Six years).

1. Abbreviations'/Definitions:

In this document,

- 1.1. **LPSC** – Liquid Propulsion Systems Centre, Bangalore – 560008.
- 1.2. **Vendor** - Vendor who offer to provide the required services as solicited in our documents. It may also mean the organization/ agency/ company etc. who is competent to undertake the work intended in this tender.
- 1.3. **Focal Point of Vendor** – means a person identified by Vendor, to coordinate with the LPSC for implementation of activities as per contract.
- 1.4. **Focal Point of LPSC** –means a person identified by LPSC, to coordinate with the Vendor for implementation of activities as per contract.
- 1.5. **Resident operational support** - Suitably qualified and skilled personnel as per the requirements laid down in this document, shall be made available at LPSC by Vendor.
- 1.6. **CSMC** – Comprehensive service maintenance contract.

2. Contract Period:

The period of the contract is for 3 (three) years from the date of installation completion of AV facility and clearance/approval by LPSC which includes warranty for a period of 3 years. Vendor shall also quote for Comprehensive Service Maintenance contract for 3 years on expiry of 3 years warranty. LPSC reserve the rights to enter into comprehensive SMC for three years after expiry of warranty period at the agreed rate and can be extended for further period on mutual agreement.

3. Terms & conditions for warranty period 3 (three) years for the AV facility at Auditorium LPSC, Bengaluru.

Warranty:

- 3.1. Warranty for a period of three years shall be provided from OEM, for the entire AV system covering video wall, video wall controller, processor, wall management software and all associated audio video equipments.
- 3.2. Warranty certificate for each item must be submitted. Authorization certificate from the OEM stating back-to-back onsite comprehensive warranty support for 3 years and availability for spares should be submitted.
- 3.3. In case of breakdown, Upon oral or written notification of defects/ malfunctioning of the goods during the warranty period which require corrective action, should be attended within 8 hours & resolve within 24 hours, Vendor shall send the necessary personnel to job site to supervise

and assume responsibility for repairs and/or replacement, of the defective goods or material at his own cost.

- 3.4. If Vendor is not able to resolve/rectify the problems in the time period as given above, Penalty will be recovered from CSMC charges during quarterly payment. Amount equivalent to 0.5% of the quarterly CSMC charges will be deducted per day as penalty charges. Subject to a maximum of 5% of CSMC charges beyond which it will be deducted from PBG. Supplier will be exempted from any delays or slippages arising out of delay in approval, review etc. from Purchaser's side. Any such delays will be notified.
- 3.5. In the event of the Vendor's failure to supply & provide allied services within a reasonable period, LPSCB on its own will get the defects rectified through another agency at the risk and cost to the Supplier. Vendor shall reimburse all expenses incurred by LPSC to repair or replace malfunctioning or non-conforming goods, else the same will be deducted from PBG.
- 3.6. Where defective items are replaced by new ones, the full warranty period stipulated in the contract shall apply to such replacement items as from the date of their delivery.
- 3.7. Vendor shall supply replacement of spare/item of same or better make and model against faulty component during warranty. In case the manufacturer discontinues any model, Vendor shall supply spare/item with higher model of supplied make with better specifications at no extra cost and ensure that it gets integrated within the system.
- 3.8. The real time calibration for LED video wall display should be carried out periodically every 6 months from the date of commissioning. The Vendor is responsible to keep track of the same and necessary servicing of LED modules must be ensured as and when required as per check list for SMC in annexure- 2D
- 3.9. Updates/renewal of licenses: For all the licensed products, required licenses shall be submitted with appropriate authorization. Updates/renewal of such licenses during warranty & SMC periods will be the responsibility of the Vendor.

4. Terms & conditions for the Comprehensive Service Maintenance contract for 3 years beyond warranty period.

Comprehensive Service Maintenance Contract (CSMC):

- 4.1. Vendor shall provide Comprehensive Maintenance Service for the LED video wall, LED video wall controller, Management software & Associated Audio Video system. This includes repair and rectification of the parts by replacement with new, equivalent or higher configuration of the defective/faulty parts. Vendor shall support the modification/ rectification of associated system & software if required for the daily function of VC hall.
- 4.2. Comprehensive maintenance of AV facility, LED Video wall, Controller and wall management software associated Audio Video equipments and software updates.
- 4.3. In case of failure of the LED video wall/associated AV system it would be the responsibility of Vendor to restore the AV facility @ auditorium to the state in which it was prior to the failure.
- 4.4. If any troubles are reported during the Contract period , Vendor shall attend unlimited number of breakdowns calls.
- 4.5. In the event of LED video wall and associated systems failing to function properly due to Cyber Security Upgrades or OS Upgrades, Vendor should correct/update the associated

Software accordingly. This may be required to mitigate a vulnerability reported by ISRO or GOI Guidelines related to security.

- 4.6. Vendor shall have local support centre during the period of the contract with LPSC in order to attend the issues on immediate basis.
- 4.7. In case of breakdown, issue shall be attended within 8 hours & resolve within 24 hours. Penalties will be recovered from CSMC charges during quarterly payment if Vendor is not able to achieve in the given time period. Amount equivalent to 0.5% of the quarterly CSMC charges per day will be deducted as penalty charges. Subject to a maximum of 5% of CSMC charges beyond which it will be deducted from PBG. Supplier will be exempted from any delays or slippages arising out of delay in approval, review etc. from Purchaser's side. Any such delays will be notified.
- 4.8. In the event of the Vendor's failure to supply & provide allied services within a reasonable period, LPSCB on its own will get the defects rectified through another agency at the risk and cost to the Supplier. Vendor shall reimburse all expenses incurred by LPSC to repair or replace malfunctioning or non-conforming goods, else the same will be deducted from PBG.
- 4.9. The scope of the Comprehensive SMC includes preventive and unlimited breakdown maintenance of LED video wall and associated AV systems. The Vendor shall carryout preventive maintenance in each quarter of the year. Comprehensive service maintenance will be certified based on checklist as in Annexure 2D.

4.10. Preventive Maintenance:

Preventive Maintenance should be scheduled once in three months to check the health of the LED video wall and associated equipment to ensure that it continues to operate properly.

4.11. Breakdown Maintenance:

The goal of this form of maintenance is to restore operability to the system by either correcting the problem or replacing the damaged components.

- 4.12. Maintenance may require replacing them with new ones. The Vendor shall replace the defective parts with either equivalent or with higher configuration without disrupting the functioning of the hall services on day to day basis.
- 4.13. Whenever defective components are replaced by new ones, associated software drivers also must be supplied and maintained if required. The replacement shall be either a new part or shall be a working and genuine part from the system manufacturer. Vendor shall ensure the genuineness of replacement part.
- 4.14. During CSMC, if the Operating System of the deployed system has reached End of support, Supplier should upgrade the OS and port the software at free of cost.
- 4.15. LPSC has the discretion to release a separate Purchase Order for Comprehensive Service Maintenance after the expiry of Warranty period subject to satisfactory performance by the Vendor. The CSMC charges will be released in each quarter of a year against satisfactory completion of Service maintenance and submission of a service report. CSMC charges shall be paid after review and clearance by the Contract Manager LPSC, Bengaluru, duly approved by concerned authority.

4.16. Replacement Part Policy:

- 4.16.1. Any non-functional component/system of the VC facility should be replaced. The defective parts will be returned after the replacement is done and the system comes back to expected working condition.
- 4.16.2. Disk Retention: The Hard Disk Drive HDD /SSD and flash memory installed in any of the equipment (Laptop/etc), if found defective, the same shall be retained by LPSC. Vendor shall use their tools, etc., for identification and replace the same with a new one. Under no circumstances, the HDD/SSD would be allowed to take outside the LPSC campus and the Vendor shall replace them at free of cost during the warranty period.

5. Responsibilities During Comprehensive Service Maintenance Contract :

- 5.1. The Vendor shall provide comprehensive maintenance as specified and recommended by LPSC, Bangalore for the facility established. CSMC cost covering 3 years Comprehensive Service Maintenance contract period beyond 3 year warranty shall be quoted in the pricebid.
- 5.2. The Vendor shall keep stock of essential quantity of spares at LPSC, Bangalore, for effective maintenance throughout until completion of contract period.
- 5.3. If any defective item/equipment taken out of the LPSC campus for repair shall be brought back after repair within 15 days, otherwise PBG clause will be applicable.
- 5.4. The Vendor shall maintain the equipment and repair/replace of all defective components, major or minor and may use for this purpose spares or consumables at no additional charge other than the CSMC contract charges. During CSMC, if the any deliverable supplied by the Vendor has reached End of Life/ support, Vendor should upgrade the respective item at free of cost.
- 5.5. The Vendor shall replace the defective parts at no extra charges to LPSC. Procurement of spare parts and entire cost of procurement shall be the responsibility of Vendor.
- 5.6. The Vendor shall provide the services of system experts as and when required in case of emergencies.

6. Focal Point:

The Focal point of LPSC will be identified during the start of the CSMC.

7. Terms and instructions to the Vendor for the Resident operational support to be available for facility operations and maintenance. (For 3+3 years)

Resident Operational Support:

The Vendor should ensure availability of Resident operational support at LPSC, Bangalore for the operation and maintenance of facility i.e LED video wall, controller and AV Systems for a period of 3+3 years i.e during 3 years warranty and 3 years beyond warranty. Resident operational support available is responsible for facility operations and maintenance on day-today 24/7 basis during 3 year warranty period and 3 year Comprehensive Service Maintenance contract period at LPSCB (For Six years).

- 7.1. Vendor should ensure the Resident operational support with proper identity card to be available at LPSC Bengaluru campus. Their employment status will be verified by LPSC as deemed necessary.
- 7.2. The Resident operational support should be a ITI holder in Electronics & Communication /Computer Science and trained in the operation and maintenance of LED video wall, controller

and associated audio video Systems. The skill level should be with adequate knowledge of good practices demanded by the audio video systems.

7.3. Daily activities to be carried out by the Resident operational support :

7.3.1. The Resident operational support should ensure the proper working of Video Audio systems in the facility, check the bookings of VC halls and conduct meetings and in smooth manner.

7.3.2. The Resident operational support shall handle the local meetings, online VC platform meetings, mission/ground tests and live streams in the required mode and connectivity as demanded by the LPSC employees.

7.3.3. Operational support shall be capable of handling camera, video wall displays, system controller, processor, microphones, speakers, amplifier, audio processor in video conferencing modes and replacement of LED panels if necessary.

7.4. Operational cost for the Resident operational support :

7.4.1. Operational cost towards operational support shall be quoted in the price bid for 3+3 years.

7.4.2. Vendor shall ensure minimum wages as per Ministry of Chief Labour Commissioner(C) order under Govt of India.

7.4.3. A monthly report on services rendered by the Resident operational support shall be submitted to Focal Point, LPSC based on which payment clearance will be made.

7.4.4. During warranty period, payment will be made on quarterly basis based on monthly operational service report submitted. During CSMC period i.e on expiry of three year warranty, payment will be made on quarterly basis along with the CSMC charges.

8. Resident Operational Support terms & conditions:

The Resident operational support identified by the Vendor should be present in office during LPSC working hours, normally 08:30 hrs to 17:00 hrs at LPSC premises on five-days a week. However, whenever necessary, they may have to come early, stay beyond office hours, work on holidays and extended office hours if work demands.

8.1. Suitable replacement shall be provided by Vendor if any of his deployed personnel is not available for work which disrupts the activities of LPSC.

8.2. LPSC being a High Security area, the Vendor, will be required to follow the security requirements such as possessing a valid pass/ID card for the Resident Technical Service Personnel while entering the campus, maintaining high order of discipline while on duty.

8.3. Information security:

8.3.1. Resident operational support should comply with information security procedures and policies as specified by LPSC.

8.3.2. Resident operational support should keep themselves updated about Information Security policies.

8.3.3. Resident operational support is liable for disciplinary and/or legal action for any violations on the Acceptable Use policy on Information Security.

8.4. The Character and Antecedents of the Resident operational support deployed shall be got verified through record check by the Vendor from the concerned Police authorities, and submit the Original Police Report to LPSC. Aadhaar card is a basic necessity. Vendor will be responsible for producing such documents for the proposed Resident Technical Service Personnel.

- 8.5. Resident operational support must not be changed frequently and in case of a change it should be with prior written concurrence of the Focal Point, LPSC.
- 8.6. Resident operational support should strictly follow the rules and regulations regarding safety, security and discipline of this Office.
- 8.7. The Vendor shall be solely responsible for any theft, pilferage or misbehavior by the Resident operational support deployed for carrying out the work for which the contract may be terminated. LPSC reserves right to disengage any of the Vendor's Resident operational support for various reasons like technical inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the contract period.
- 8.8. Resident operational support deployed shall make their own transport arrangement and food. LPSC shall not pay any conveyance charge.
- 8.9. The Vendor shall be responsible to provide bio-data and two copies of stamp size photographs of Resident operational support at their cost which shall be sent to identified Focal Point of LPSC for arranging necessary entry pass to the Resident operational support.
- 8.10. All standard commercial terms and conditions of LPSC/ISRO, Government of India shall be applicable.
- 8.11. The Vendor shall be bound by the details furnished by him/her to LPSC while submitting the tender or at any subsequent stage.
- 8.12. 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 the contract.
- 8.13. The Vendor who has been awarded with the Contract shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of LPSC.
- 8.14. Any other terms, conditions or clauses not covered in this document shall be in accordance with the concerned statutory rules & acts as applicable from time to time.
- 8.15. LPSC will examine the operational support on their knowledge and skill of operational aspects. The vendor will have to provide the personnel accordingly.
- 8.16. The Vendor shall maintain his own Attendance Register and the operational support reporting for work shall sign the attendance register duly indicating arrival and departure time regularly.
- 8.17. If resident operational support is withdrawn and replacement not provided within 15 days, then PBG clause will be applicable.
- 8.18. The Vendor shall take and keep a comprehensive insurance for his operational support deployed at LPSC(B) for compensation on Accidents. The extent of liability is detailed below.
 - 8.18.1. In the event of death or permanent disability resulting from loss of both limbs Rs.10,00,000 (Rupees Ten Lakhs).
 - 8.18.2. In the event of other permanent disability Rs.7,00,000 (Rupees Seven Lakhs).

9. Confidentiality Agreement:

Vendor and Resident operational support deputed by the Vendor shall not reveal, divulge, transfer or disclose any official information that are exclusively provided by LPSC for its (LPSC's) own requirements, to any third party. Vendor shall not, without prior written consent from LPSC, use such information for any purpose other than for fulfilling obligations under the contract to be

placed. Vendor and the Resident operational support deputed by the Vendor undertake to restrict the access of non-Service Provider's personnel and other customers/visitors to their establishment, to any of the job being performed under this contract.

10. Monitoring And Termination Of Contract:

10.1. During the contract period, Focal point of LPSC shall carry out verification of the quality of work at an interval he/she deems fit. The Vendor is required to provide all necessary information on this matter, as and when solicited by Focal point, LPSC.

10.2. LPSC reserves the right to terminate the contract in case the Vendor not complying to the minimum wages requirement or any other rules and procedures in force at present or reduce the scope of the Resident operational support within the contract duration at short notice or if the Vendor fails to provide satisfactory quality of work or fails to comply with any of the clauses mentioned above and laid down in the contract.

10.3. Under normal circumstances, termination of the contract is not foreseen. However, in case of continued non-performance of the Contract resulting in inordinate delays in the delivery dates and rectification of issues in spite of repeated written requests for meeting the delivery schedule as provided in the Contract, LPSC reserves the right to terminate wholly or partly, the Contract, by giving a notice of not less than one month.

Unpriced Bill Of Material :

1. Supply and Installation of Audio Video Equipments:

Sl. No.	Description	Quantity	Make and model/Part Number
1	Indoor active LED video wall with mounting structure and controller	1 No.	
2	LED video wall processor	1 No.	
3	55 inch professional display	2 Nos.	
4	Monitor 27 inches	2 Nos.	
5	PTZ Camera	5 Nos.	
6	Camera mounting kit - roof /wall mount type	5 Nos.	
7	Podium	1 No.	
8	Laptop	1 No.	
9	24 inches Gooseneck microphone	2 Nos.	
10	15 inches Gooseneck microphone	3 Nos.	
11	Wireless handheld mic	4 Nos.	
12	Head worn mic	2 Nos.	
13	Collar mic (transmitter & receiver)	2 Nos.	
14	Antenna	2 Nos.	
15	Antenna cable	2 Nos.	
16	Antenna Distribution system	1 Set	
17	Control room monitoring speakers	1 Set	
18	Analog Audio Mixer	1 No.	
19	Digital audio processor	2 Nos.	
20	AV over IP Encoder	20 Nos.	
21	AV over IP Decoder	13 Nos.	
22	AV Over IP Controller Appliance / software solution	1 no	
23	Portable Touch Panel with Room controller	1set.	
24	Layer 2 managed AV Over IP, PoE network switch	2 Nos.	

25	Access point	1 No.	
26	Streaming and recording encoder	1 No.	
27	HDMI input to USB convertor	2 Nos.	
28	Wireless presentation system	1 No.	
29	Camera controller with Joystick	1 No.	
30	Rack	2 Nos.	
31	Audio, video, control cables , connectors and accessories at actual	1 Lot	
32	Additional Items if any	1 Lot	
33	Installation, Testing, Commissioning, Training, Documentation	1 Lot	
			Confirm Yes/No
34	Operational support during 3 year warranty period	1 lot	
35	Comprehensive SMC after Warranty period- for 3 years	1 lot	
36	Operational support after warranty period- for 3 years	1 lot	

Place:
Date:

Signature
Name & Designation

SEAL OF ORGANIZATION

Additional Items – Priced bill of material

Additional items, if any required & essential for realization of this turn-key work shall be listed with details below and the grand total to be uploaded in Sl.no 32 in the pricebid format.

Sl. No.	Description	Make and model/Part Number	Price per unit (Rs)	GST/Applicable tax	Total Amount Per unit(Rs)	Quantity	Total Cost
Grand total							

Place:

Date:

Signature

Name & Designation

SEAL OF ORGANISATION

Check list for the comprehensive SMC:

The proper functioning of following items installed at the facility shall be ensured:

1. LED Video wall and real time calibration for LED video wall display
2. LED Video wall controller and Processor
3. LED Video wall management software
4. Software/OS updates if any
5. Audio equipments
 - 1) Speakers
 - 2) Microphones
 - 3) Audio amplifier
 - 4) Audio processorAny other additional hardware added as part of installation
6. Camera, display, monitor, digital podium
7. Laptop, touch panel & joy stick
8. Network switch, Streaming encoder & Recorder
9. HDMI input to USB convertor & Wireless presentation system

Place:

Date:

Signature

Name & Designation

SEAL OF ORGANISATION