

Terms & conditions for warranty and Comprehensive Service Maintenance Contract for the Video conferencing facility at LHWC-HAL, Bengaluru

This document contains (i) scope of work , terms & conditions for warranty period of 3(three) years for the Video conferencing facility at LHWC-HAL , Bengaluru (ii) scope of work , terms & conditions for the Comprehensive Service Maintenance Contract for 2 years beyond warranty.

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 Vendor 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. **CSMC** – Comprehensive service maintenance contract.

2. Contract Period:

The period of the contract is for 3 years from the date of installation completion of Video conferencing facility and clearance/approval by LPSC which includes extended warranty for a period of 3 years. Vendor shall also quote for Comprehensive Service Maintenance contract for 2 years beyond 3 years warranty. LPSC reserves the right to enter into Comprehensive Service Maintenance contract for 2 years after expiry of warranty period at the agreed rates , and can be extended for further period on mutual agreement.

3. Terms & conditions for warranty period 3 (three) years for the Video conferencing facility at LHWC-HAL, Bengaluru.

Warranty:

- 3.1. Warranty for a period of three years shall be provided from OEM, for the complete AV system covering camera, displays, projectors 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. 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 2 years beyond warranty period.

Comprehensive Service Maintenance Contract (CSMC):

- 4.1. Vendor shall provide Comprehensive Maintenance Service for camera, displays, projectors and 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 video conferencing facility, associated Audio Video equipments and software updates.
- 4.3. In case of failure of the Displays projectors and associated AV system it would be the responsibility of Vendor to restore the AV facility @ LHWC VC hall to the state in which it was prior to the failure.
- 4.4. Vendor should provide solution related to VC hall if any troubles are reported during the Contract period. vendor shall attend unlimited number of breakdown calls.
- 4.5. In the event of any system 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 contract with LPSCB in order to attend the issues on immediate basis.
- 4.7. In case of breakdown, issue shall be attended within 8 hours and resolved 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 quarterly 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 Displays, projectors 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 2B.

4.10. Preventive Maintenance:

Preventive Maintenance should be scheduled once in three months to check the normal functioning of video conferencing facility 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, 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 2 years Comprehensive Service Maintenance contract period beyond 3 year warranty shall be quoted in the price bid.
- 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 revoked.
- 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. Confidentiality Agreement:

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 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.

8. Monitoring And Termination Of Contract:

- 8.1. 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.
- 8.2. 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	Full HD PTZ USB Conferencing Camera With Remote Control	1 No.	
2	65 Inches Display	2 Nos.	
3	75 Inches Display	2 Nos.	
4	Table Top Boundary Layer Microphones	17 Nos.	
5	Wireless Tie-clip (Collar/lapel) Microphones	2 Nos.	
6	Wireless Hand Held Microphone	2 Nos.	
7	Ceiling Mount Speakers	8 Nos.	
8	Power Amplifiers	2 Nos.	
9	Audio DSP with 12 analog inputs and 8 analog outputs	2 Nos.	
10	8*8 HDMI Matrix Switcher	1 No.	
11	1*4 HDMI Distribution Amplifier	2 Nos.	
12	USB 3.0 Peripheral Sharing Switch	1 No.	
13	Chairman Monitor	1 No.	
14	Ultra Short Throw Laser Projector	2 Nos.	
15	Motorised with Tab Tension Projector Screen	2 Nos.	
16	HDMI to USB 3.0 Capture Box	1 No.	
17	19 Inches Floor Mount Rack	1 No.	
18	Display port (Male) to HDMI (Female) Adapter / Adapter Cable	5 Nos.	
19	USB Type-C (Male) to HDMI (Female) Adapter / Adapter Cable	5 Nos.	
20	HDBase T Transmitter	4 Nos.	
21	HDBase T Receiver	4 Nos.	
22	HDMI Table Flip box for Laptop	1 No.	

23	Installation, Testing, Commissioning, Training & Documentation & cables, connectors & Accessories	1Lot	
			Confirm Yes/No
24	Comprehensive SMC after Warranty period- for 2 years	1Lot	

Place:

Date:

Signature
Name & Designation

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Check list for the comprehensive SMC:

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

1. Camera, displays monitor and projectors
2. Software/OS updates if any
3. Audio equipments
 - 1) Speakers
 - 2) Microphones
 - 3) Audio amplifier
 - 4) Audio processorAny other additional hardware added as part of installation
4. HDMI input to USB convertor

Place:

Date:

Signature

Name & Designation

SEAL OF ORGANISATION