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F.No.1-4/S&L/Ross Island/TSM/2018/2853..

अंडमान और निकोबार प्रशासन

ANDAMAN AND NICOBAR ADMINISTRATION

पर्यटन निदेशालय

DIRECTORATE OF TOURISM

पोर्ट ब्लायर दिनांक /Port Blair dated 08th November, 2019

E- TENDER NOTICE

(Electronic Tendering mode only)

The Director of IP&T, A & N Administration, Port Blair invites online tender in two bid system from experienced/reputed registered firms/agencies for operation and maintenance of Sound and Light Show including DG set at NSCB Island (Ross Island), Port Blair, A & N Islands for the period of three years. The same shall be renewed for further period two years, subject to satisfactory performance of the firm.

1	Tender inviting Authority Designation and Address	Directorate of IP&T, A & N Administration, Port Blair
2	Name of Work	Operation and maintenance of Sound and Light Show including DG set at NSCB Island (Ross Island), Port Blair, A & N Islands
3	Tender documents available place, date and time	Available on https://eproc.andaman.gov.in from 09/11/19 to 03/12/19 till 10.00 AM
4	Estimated Cost	Rs.40,00,000/- (Rupees forty lakhs only)
5	Earnest Money Deposit	EMD of Rs.80,000/- in the form of call deposit from any Nationalized Bank drawn in favour of Sr. Accounts Officer (IP&T), Directorate of IP&T, Port Blair.
6	Tender Submission	Two bids to be submitted online till 10.00 AM on 03/12/19.
7	Date and time of opening of Technical Bid	03/12/19 at 10.30 AM
8	Date and time of opening of Financial Bid	The date of opening of Financial bid will be communicated to the bidder through e-procurement portal.

In case holiday happens with unexpected reasons, the tender will be opened on the next day.

For assistance in e-Tendering vendors may please contact helpdesk Nos. available in the same website in Contact us page.

Director of IP&T, Port Blair reserves the right to accept or reject any or all applications without assigning reasons. Director of IP&T, Port Blair also reserve the right to call off tender process at any stage without assigning any reason.

Deputy Director (Tourism)

Copy to:

1. PS to Secretary (IP&T) for kind information of Secretary (IP&T).
2. PA to Director (IP&T) for kind information of Director (IP&T).
3. The Chief Editor (DT) for publishing the same in "The Daily Telegrams".
4. The Chief Editor (DS) for publishing the same in "Dweep Samachar".
5. The Sr. Correspondent, Directorate of IP&T, with three spare copies for advertisement along with copy of Hindi Tender Notice.
6. The Director, India Trade Journal, Director General of Commercial Intelligence & Statistics, Council House Street, Kolkata - 700 001 for publishing the above tender notice in ITJ, Kolkata.
7. The Dy. Resident Commissioner, Andaman House, North Main Road Extn, Anna Nagar West Extn, Chennai 101 with the request to publish the above tender notice in Hindu Daily - Chennai edition on classified column and send the bill to this office for making payment.
8. The Hindi Translator, IP&T for translation of e-tender notice in Hindi.
9. The Store In-charge, Purchase section with the direction to upload the above tender documents in the e-procurement website.
10. Notice Board. of Directorate of IP&T, Port Blair.

Dy. Director (Tourism)



F.No.1-4/S&L/Ross Island/TSM/2018(PF) / 2933

अंडमान और निकोबार प्रशासन

ANDAMAN AND NICOBAR ADMINISTRATION

पर्यटन निदेशालय

DIRECTORATE OF TOURISM

Port Blair dated the 18th November, 2018.

CORRIGENDUM

Reference E-Tender Notice No: 1-4/S&L/Ross Island/TSM/2018/2853 dt 08/11/2019, Tender ID : DIPT/29 uploaded in the official website i.e. <https://eproc.andaman.gov.in> and published in the Daily Telegram for Operation and maintenance of Sound and Light Show including DG set at NSCB Island (Ross Island), Port Blair, A & N Islands.

The estimate cost mentioned in the e-tender Notice therein at Sl.No.4 in respect of Estimated cost for "Rs.40,00,000/-" may be corrected and read as "Rs.40,00,000/- per annum". The work is for 03 years initially and extendable for further 02 years.

Angel Shat.
Director (IP&T)

Copy to:

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2. The Chief Editor (DS) for publishing the same in "Dweep Samachar".
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Angel Shat.
Director (IP&T)

DIRECTORATE OF INFORMATION PUBLICITY & TOURISM

TENDER DOCUMENTS

TENDER NO: 1-4/S&L/Ross Island/TSM/2018

Dated:

**Tender for Operation and Maintenance of Sound and Light
show and DG Set at NSCB Island (Ross Island), Port Blair
Andaman & Nicobar Islands.**

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SECTION -1**BACKGROUND**

The project for setting up of Sound & Light show at NSCB Island (Ross Island) was sanctioned by the Department of Tourism, Govt. of India. India Tourism Development Corporation Ltd. A Govt. of India undertaking was engaged in creation and implementation of the project i.e. Sound & Light show at NSCB Island (Ross Island) on turnkey basis. ITDC, being Government of India has implemented the said project as per the Government procedures and guidelines and thereafter this was handed over to the Department of Tourism, A & N Administration for its Operation and Maintenance in the year 2014.

The cost of installation of the show was about Rs.4.00 crore. The show was operated by the executed agency engaged by ITDC for a period of three months and thereafter the department has engaged private agency for Comprehensive operation and maintenance of Sound and Light Show at NSCB Island (Ross Island) for a period of four years and four months. The contract will expire on 30/11/2019.

Ross Island is one of the Islands situated near Port Blair under the control of India Navy. The Island is open on all the days as per A & N Administration timings. The show depicting story starting from 672 AD comes of a chini budh bhikshu till the Island controlled by Indian Navy. The projection system is through the control room installed at a distance of 35 meters approx. housing projectors and computers duly programmed and an additional screen wall has been installed for projection.

The Tourism department requires the services of an experienced agency for operation & maintenance of the Sound & Light Show and DG set as per the scope enlisted in the tender document and as per the details given below for a period of 03 years with the provision of 02 years extension, with the same terms and conditions:

NAME OF WORK: Comprehensive, operation & maintenance of the Sound & Light show and DG Set at NSCB Islands (Ross Island), Port Blair, Andaman & Nicobar Islands for a period of 03 years, extension for further period of 2 years, subject to satisfactory performance of the firm.

Interested firms/individuals should have experience as mentioned in section 3.

Interested firms/Individual willing to undertake the work should submit the offer in two bid system through online as detailed in tender document.

SECTION-2**Scope of Work**

The scope of work involves Comprehensive Operation & Maintenance, security and safety of the Sound & Light show and DG Set (62.5 KV) at NSCB Island (Ross Island), Port Blair, Andaman & Nicobar Islands.

The project includes the following major components:-

SL. No.	Item Description/main equipments	Make and model No.	Quantity
I- Sound & Light Show system			
A. CONTROL EQUIPMENT			
1	Show Master Pro MK2	Medialon SWM_PRO 2	1
2	Hub/ switch or Lan/ Ethernet switch 16 port	Neatgear	1
3.	LAN Cabling	MX	Lot.
4.	Power cabling	Paragon	Lot.
5.	Monitors	24" AOC	1
6	15" Laptop including mouse	Dell	1
7.	Keyboard with mouse for audio server		1 set
8.	UPS	Neutech 15 KVA	2
9.	Batteries with rack-12 V 45 AH	Exide	30
10.	1-4 DVI Splitter	MX	1
11.	1-2 DVI Splitter	MX	1
B.AUDIO EQUIPMENT			
1.	Single speaker	JBL-AM7315/95-WRX	7
2.	Surround speaker	JBL -AW295	8
3.	Sub woofer	JBL -ASB7128-WRX	2
4.	Monitor speaker	JBL-C2PM	1
5.	Loudspeaker Management system/DSP	BSS-BLU800	1
6.	Loudspeaker Management system/DSP	BSS-BLU160	1
7.	Loudspeaker Management system/DSP	BSS-BLU120	1
8.	Preset touch screen control for sound	BSS-BLU10	1
9.	Power Amplifier	Crown-CTS 3000	7
10.	Power Amplifier	Crown-CTS 1200	9
11.	Power Amplifier	Crown-CTS 600	5
12.	Speaker cable	Orbit	Lot
13.	Single cable	Beldan	Lot
14.	Connectors	Neutrix XLR M/F	Lot
15.	Amplifier rack	32 U Mas_PRO_16	2
16.	Tool kit	-	1
17.	Audio server	Medialon MAS_PRO_16	-
18.	Wireless public address system	AKG	1 set
C. LIGHTING EQUIPMENT/CIVIL WORK			
1.	LED wash light	Silver star color Xi4/ETZ	12
2.	LED Par light	LBT Zoomer X2	50
3.	Main electrical panel	-	1
4.	Main distribution box	-	1
5.	Sub distribution box	-	5
6.	Audio distribution box	-	1
7.	UPS distribution box	-	1
8.	Power cabling	Paragon	Lot
9.	DMX Splitters	Impact	4
10.	DMX cable for signal	Beldan	Lot

11.	Gallery light	Bajaj CFL	4
12.	Ceiling light	Syska LED	2
13.	Tube light	Hawells	6
14.	Air conditioner	1.5 Ton LG window A/c	1
15.	Wall mounted fan	Bajaj	2
16.	Exhaust fan	Bajaj	1
17.	Construction of audience gallery, control room, storage room & 2D screen	-	1 job
18.	General electric wiring with board and extension board for control room and storage room	-	1 job
19.	Earthings pit	-	5
20.	Cable try for audio cables coming outside the control room	-	1 job done
21.	Fire extinguisher	Portable	2
22.	Fire extinguisher	DCP 4.5 kg	1
23.	Painted lighting poles	MS	2
24.	Painted Speaker poles	MS	10
25.	Poly urethane coated wooden benches	-	26

D. VIDEO EQUIPMENT

1.	14000 Lumens three chip DLP projector with lamps	Barco HDX W14	1
2.	6000 Lumens three chip DLP projector with lamps	Barco RLM W6	2
3.	Bright sign video player	Medialon MIP HD	2
4.	Monitor	24 inches AOC	2
5.	Cabling for video	-	Lot
Sl. No	Main Equipments		Qty.

II- Details specification of Diesel Generator Set

1	<p>Diesel generating set complete with alternator and standard control coupled with flexible coupling and mounted on a common base frame placed inside a canopy of size 2700x1300x1525</p> <p>Technical Specification :</p> <p><u>Canopy Diesel generator set 62.5 KVA/50W Make Sterling generator Pvt. Ltd. with AMF Panel, Model No.SGT 62.5PR), 3 phase</u></p> <p><u>Diesel Engine</u> Model : 497TC 65 MFD SNo.-1312, 4 stroke, water cooled 1500 RPM, 12V battery start, Mechanical Governor, Air Intake-dry type filter, Exhaust system-flexible pipe with silencer</p> <p><u>Alternator</u> Make : Leroy Somers Model No. :LSAP43.2M2 MFD SNo.-LB43.2.387 AVR-R-201, Self excited, Brushless, 50KW, 1500 RPM, 415Volts, 50Hz, 0.8 Pf Lag, 3 phase 4 wire.</p> <p><u>Battery</u> : 12V 180 AH – 1 No.</p> <p><u>Control Panel</u> AMF Module-O-MCB Panel-SG1100/TA/1013/1178 Controller-DSE 7320 SRNo.3978838</p>	1 set
2	Fuel (HSD oil) consumption in 1 hrs & 22 minute	10 ltrs.
3	Scope of work with regard to DG set Annexed at Annexure-IX	

Operation of the show

The successful bidder will take over the installation from A&N Administration (hereinafter called the "CLIENT") after execution of an agreement with them. The terms and Condition shall be as under:

1. The agency have to quote the rate for the Comprehensive operation and maintenance cost of Sound & Light Show and DG Set (62.5KV) per day basis by employing Trained/Qualified staff who are well versed with the technology used. The cost shall be excluding GST/IGST which shall be reimbursed after production of challan.
2. The agency to quote lump sum for all components of the project as per heads mentioned in Annexure V. The agency shall quote the cost of comprehensive maintenance (consumable like Projects lamps, luminaries, dusters, cleaning materials, parts required for repairs of Sound & Light System and HSD oil, Lubricant, coolants etc. for DG Set as per scope of work in Annexure IX. The "CLIENT" will not share any expenditure on any replacement of parts etc. Instruction manual of the manufactures of the equipment installed shall be followed for preventive and breakdown services.
3. The AMC is comprehensive and inclusive of all components / spares used for repairs /replacements. The agency is essentially required to keep all spares/components/consumables ready so that the same can be replaced without any loss of time and no excuse shall be acceptable for delay on account of time required for purchase of spares / consumables. The entire responsibility of trouble free maintenance of the system as well as DG set including replacement of spares / components during AMC will be that of the agency.
4. The agency should also take up the Operation and maintenance of Sterling make 62.5 KVA DG set by providing trained/qualified manpower including providing fuel and spares.
5. The equipment, sitting gallery etc. shall be cleaned on daily routine basis and at no time any foreign particle shall be visible. Safety and security of the equipments shall also be the responsibility of the agency by deploying trained security personnel.
6. The show timing will be notified by the CLIENT well in advance and staff shall be available at least two hours before the show for daily routine maintenance.
7. (a) The Bidder shall provide Manpower/workforce (the "technical staff") suitable for the job work specified by the CLIENT and communicated to the agency in writing. In case the staff provided by the Agency to the CLIENT is not found satisfactory, the CLIENT and the agency shall agree to replace such staff forthwith.
(b)Uniform:- all the manpower deployed shall be in suitable uniform and shall bear a identify Card while on duty.
8. The agreement shall be executed between agency & the CLIENT for a period of 03 years initially as above and may be renewed for further period of 02 years, on the discretion of the management of CLIENT.
9. The agency will ensure that the technical staff provided by the agency is of good character, well behaved, skilful in the trade required for the performance of the duties assigned and does not indulge into any

activity harmful to the reputation and image of the CLIENT or its employee. In the event of any complaint received by the CLIENT against any of the workers of the agency, the same shall be forwarded to the agency for remedial action and the agency is expected to take such action expeditiously.

10. It is clearly understood by and between the parties to the agreement that the staff shall at all times and for all purpose shall be the employees of the agency.
11. Prices quoted shall remain firm and free from any fluctuation/escalation during the contract period.
12. Liquidated damages : The agency shall immediately rectify fault/technical snag, if any, arising in the system at his own cost. In case the show is disrupted/suspended due to inaction/non-rectification of the fault/non availability of manpower/spares/delay on part of the agency beyond 03 days, liquidated damages @ Rs.10,000/- per day shall be payable to the Administration by the agency subject to a maximum of 05% of the contractual amount after which the department has the right to terminate the contract without any notice and forfeit all the due payments as well as the Performance guarantee of 05% of total value of the contract submitted by the agency.
13. In case of any technical snag, agency's team will be associated for rectification of such snag.
14. The CLIENT shall not interfere or influence in any manner the selection or engagement of the staff. Further the CLIENT shall not be responsible for or otherwise concerned with, the employment or non employment of the staff by way of discharge, termination dismissal or retrenchment or re-employment.
15. The agency shall be solely responsible for employing with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act relating to manpower engaged for this contract and in the event of any liability by virtue of its being principal employer due to failure of the contractor shall indemnify and reimburse the amount payable by Client on this account.
16. The agency or the staff will not act in a manner derogatory to or inconsistent with the CLIENT's high standard reputation or its business or cause nuisance in the management of the business or its customers or visitors.
17. The agency shall indemnify the CLIENT from any claim made or damages suffered the CLIENT by reason of any default on the part of the Agency, or his employees in due observance and performance of the provisions of law applicable to the matter relating to the staff.
18. In consideration of services provided by the agency, the client shall pay as services charges an amount as agreed per month after making statutory deductions.
19. **Payment** : No advance payment will be made Payment shall be made quarterly upon satisfactory performance by the agency in the preceding quarter.

20. **LOG BOOK:** A log book for show shall be maintained at the site and all day to day check vis-à-vis the periodical maintenance, special maintenance, breakdown shall be recorded by the staff of agency.
21. **Arbitration:** Any dispute or difference between the parties hereto, shall be settled amicably by the parties at first. In case of failure, the same shall be referred to a Sole Arbitrator, appointed by the Chief Secretary, A & N Islands for Arbitration. The Arbitration proceeding shall be held at Port Blair in terms of the Arbitration and Conciliation Act, 1996 and subsequent Amendments made therein. The decision of the Arbitrator shall be final and binding upon the parties.

Further the competent court at Port Blair shall have the exclusive jurisdiction over any un-resolved disputes after Arbitration.
22. **Termination of Contract:** In case the service of the selected agency are found unsatisfactory or in case of change in the Government procedures/Rules/policies,, A & N Administration, Port Blair has right to cancel/terminate the contract by giving three months notice in advance. In case of termination of contract in the event of default by the agency, the performance guarantee as well as due payments if any shall be forfeited by the department.
23. The agency has to submit the performance guarantee of 5% of the quoted value immediately after the issuance of letter of Intent in the shape of bank Guarantee/Account Payee DemandDraft/Fixed deposit from an authorized Bank in favour of Accounts Officer (IP&T) payable at Port Blair at the time of signing of agreement which should be valid for a period of 60 days beyond the date of completion of all contractual liabilities i.e. 60 days beyond the date of completion of one years. The performance guarantee shall be valid for 5 years.
24. The agency shall not sublet or entrust the work to any other agency without specified prior approval in writing from the department.
25. The agency shall not make any addition or modification to the equipment without prior written approval from the department, except to the extent of repairs.
26. The agency shall provide all necessary facilities to the authorized representative of the department to enable him to carryout the inspection at any stage.

SECTION -3

PREPARATION OF PROPOSAL

3.1 Bidders are expected to visit the site/installation before submitting technical and financial bid. They are requested to submit their proposal in two parts. The two parts shall be :

Part 1 : Pre-Qualification cum technical proposal (online as well as sealed envelope) and

Part 2 : Financial Bid (Online mode only)

The proposal shall be written in English language only. All pages of the Technical Proposal shall be signed either by the Managing Director/Head of the eligible firm or by an authorized representative.

Part 1: Pre Qualification cum Technical Proposal

Eligibility Criteria

3.1 This submission shall contain the following information/details using, but not limited to, the attached standard forms (Annexure-I).

Experience of mounting Sound and Light/Multimedia Shows during the lasts 5 years.

OR

Experience of installation of Hardware Equipments in Sound and Light/multimedia shows during the last 5 Years.

OR

Experience of Multimedia events using video projector/laser/modern lighting and audio equipment etc. during the last 7 years.

The details of the clients/organizations served should be enclosed along with documentary evidence of satisfactory executing the work.

3.2 The signatory to the Technical bid proposal shall be in the similar way by the lead member only of any consortium applying for it. A copy of MOU indicating the specific projects, input and role of each partner etc. shall be submitted with the proposal.

3.3 Annual Turnover during the last 3 (three) years (2016-17, 2017-18 & 2018-19) to be given in the prescribed format as per (Annexure – II). The average turnover during last 3 years should not be less than 30% of the estimated cost.

3.4 Bidders are expected to visit the site & examine all terms and conditions included in the documents. Failure to provide all requested information will be at their own risk and may result in rejection of the Bid/Proposal.

- 3.5 The Technical proposal must not include any financial information other than what has specifically been requested for. A technical proposal containing financial information other than what has specifically been requested for may be declared non- responsive.

NB : As mentioned above all documents shall be submitted through online in the name of bidding agency. The hard copy of the Technical documents accompanied with requisite amount of EMD in original, shall be sent to this office addressed to Director (IP&T), A & N Administration, Port Blair- 744101 in the tender box placed in the Directorate of IP&T building or by Post on or before 03/12/2019 at 10.00am.

Part 2: Financial Proposal

- 3.6 The financial proposal shall be given in the prescribed format through online as per details given in the **Annexure -V**.
- 3.7 The price of the services are to be written in online mode both words as well as figures.
- 3.7 The successful agency has to take care all responsibility of GST which shall be reimbursed as per actual on production of relevant documents/challans.

Section - 4

SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The Original Technical proposal in hard form shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the firm shall initial all pages of the Technical Proposal.
- 4.3 Agency shall submit the Financial Bid through online and Technical bid through online as well as the hard copy of the same Technical documents shall be sent to this office in a sealed envelope, addressed to Director (IP&T), A & N Administration, Port Blair-744101 in the tender box placed in the Directorate of IP&T building or by Post on or before **03/12/2019** at 10.00 am. The envelope having technical details in hard form must be clearly marked.

“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE”

Name of the Project: Technical bid for Operation & maintenance of Sound & Light Show and DG set at NSCB Island (Ross Island), Port Blair.

“Part 1: Submission of “Pre qualification cum Technical Proposal”

To include the following documents.

A. The firm shall submit following documents under “Pre Qualification cum Technical Bid” through online and the hard copy of the same shall be submitted to this office in a sealed cover addressed to Director (IP&T), details given under clause 4.7.

a) DETAILS OF THE TENDERERS

- i. Profile/credentials of the Agency/Company/Individual/consortium partners.
- ii. Year of Establishment
- iii. Details of in – house technical Manpower and staff available (CVs to be enclosed).
- iv. Track record – Details of involvement in similar works (soft copy if any, of the experience may be enclosed).
- v. Experience relating to the particular work as per Annexure I.
- vi. Statement signed by a statutory auditor, indicating turnover of the company duly attested/notarized as per Annexure II.
- vii. Copy of PAN.(Copy to be enclosed)
- viii. GST Registration No. (Copy to be enclosed)
- ix. TIN No. (Copy to be enclosed)
- x. This tender document duly signed in token of acceptance of all terms and conditions.
- xi. MOU for consortium as per Annexure III.
- xii. Undertaking as per Annexure IV.
- xiii. Check List as per Annexure VI
- xiv. Pre contract integrity pact as per Annexure VII.
- xv. An EMD for **Rs.80,000/-** (Rs Eighty thousand only) in the form of a Demand draft drawn in favour of “Sr. Accounts Officer, Directorate of IP&T, A & N Administration, Port Blair”. Scanned

copy of the EMD may be uploaded through online as part of Technical bid. EMD will be returned to unsuccessful Tenderers. No interest shall be paid on the EMD. EMD shall be forfeited if the tender withdrawn at any stage before submission of PG and PG shall be forfeited if the tenderer fails to fulfill the terms and conditions of contract either fully or partially.

- xvi. Any other details, documents that the intending bidder deems suitable for the evaluation.

Note: Documents of Sl. No. (i) to (xiv) should be duly attested/notarized failing which, the tender may be summarily rejected.

All Annexure as detailed in the documents (excluding financial bid) are to be enclosed in the Technical bid and the same may be uploaded through online. The hard copy of the same shall be furnished to this office in the addressed given under clause 4.7. Any Technical proposal received after the closing date & time for submission of the Proposals shall be returned unopened.

Note:

Bids without EMD and undertaking will be summarily disqualified.

Prospective bidders/agencies who are not able to prove their capability (as per eligibility criteria) through the required documents submitted will be not called for opening of financial bids.

B. Submission of Financial Bid:

- 4.4 Bidders should quote their rates as per prescribed format of financial bid i.e. **Annexure V**, only through online mode in the e-procurement portal of the A & N Administration on or before the date and time stated in the documents. Submission of financial bid in any other form other than online will not be accepted.
- 4.5 The proposal should be valid for a period of 90 days from the date of its opening of pre qualification cum Technical Bids.

4.3 Financial Evaluation

- 4.3.1 After the evaluation of pre-qualification cum Technical proposal is completed and the short listing of eligible firms is finalized, the Tourism Department shall notify the shortlisted agencies indicating the date and time for opening of the Financial proposals .
- 4.3.2 The Financial proposals shall be opened in the presence of the bidders representatives who choose to attend.
- 4.3.3 For financial evaluation, total cost of financial proposal will be considered. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. The evaluation committee will determine whether the financial proposals are complete and bidder has quoted rates/amount against the each corresponding items given in Annexure-**V**.

4.3.4 The evaluation committee shall determine if the financial proposal is completed and without computational errors.

4.3.5 The combined lowest quoted rate of the bidder will be considered for award of work.

4.4 AWARD OF CONTRACT

4.4.1 On issue of Letter of Intent to the firm, performance bank guarantee shall be submitted in favour of A & N Administration followed by letter of award and the agency shall enter into agreement with A & N Administration as per the approved format. This tender would be part of the agreement along with all other communications entered with agency during finalization of the contract.

4.4.3 The firm is expected to commence the assignment on the date and at the location specified in the document and shall train its worker on the equipments installed.

4.5 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

4.6 ADDENDUM TO THE TENDER DOCUMENT

An addendum to the tender documents, if any, will be issued at least one week before the date of submission of tender on the website only. Bidders are requested to kindly refer Govt. website – <https://eproc.andaman.gov.in> or www.eprocure.gov.in before submission their bid documents. Further any extension of the date of receipt/opening would also be notified on the website. Bidders are requested to remain updated with the website as mentioned above.

4.7 BID SUBMISSION DATE

Company/Individual/Proprietor/consortium fulfilling the defined criteria as defined in the tender document may submit their bid Technical bid through online portal <https://eproc.andaman.gov.in> or www.eprocure.gov.in on or before 03/12/2019 at 10.00am and the hard copy of the same documents along with an original copy of the EMDs of the requisite amount in the sealed envelope indicating “Name of the Project: Technical bid for Operation & maintenance of Sound & Light Show and DG set at NSCB Island (Ross Island), Port Blair, Andaman & Nicobar Islands”, shall be sent to this office addressed to Director (IP&T), A & N Administration, Port Blair-744101 in the tender box placed in the Directorate of IP&T building or by Post. Technical bids shall be opened on the same day at 10.30 am in the presence of the intending tenders. The financial bid shall be submitted only through online mode in the official e-procurement portal of the Administration i.e. <https://eproc.andaman.gov.in> or www.eprocure.gov.in on or before 03/12/2019 at 10.00am.

SECTION 5**SUMMARY SHEET**

1	Title of the Tender	:	Comprehensive Operation & Maintenance of the Sound & light Show including DG set (62.5 KV) at NSCB Island (Ross Island), Port Blair, Andaman & Nicobar Islands for a period of 03 years, extension for further period of 2 years.
2	Ref. No.	:	1-4/S&L/Ross Island/TSM/2018
3	Product Category	:	Operation and Maintenance
4	Tender Type	:	Pre-qualification cum tender notice basis
5	Type of Bidding	:	TWO bid System, Technical bid in online mode as well as in envelop and Financial bid only in online mode)
6	EMD Value	:	Rs.80,000/-
7	Last Date & Time of Submission	:	03/12/2019 upto 10.00 am
8	Date & Time of opening (Part I)	:	03/12/2019 at 10.30 am.
9	Work description	:	As per Tender
10	Pre qualification	:	As per Tender
11	Contact person detail with Tel. No.	:	Director (IP&T) 03192-230933

ANNEXURE-I**Agency Experience supported with documents on the basis of :**

a) Mounting Sound and Light/Multimedia Shows during the last 5 years.

OR

b) Installation of Hardware Equipments in Sound and light/multimedia shows during the last 5 years.

OR

c) Operation/Maintenance of Sound and Light/Multimedia shows during the last 5 years.

OR

d) Multimedia events using video projector/laser/ modern lighting and audio equipments etc. during the last 5 years.

The Agency must submit the documents for minimum two works.

S.No	Name of the Show	Cost of the Project in INR	Name of the Client	Date of issue the work order	Date of completion of work

(Signature of Authorized Signatory)

Format for Annual turnover as per the audited accounts towards the prequalification

Sl. No	Financial Year	Turnover in Indian Rupees (INR)
1	2016-17	
2	2017-18	
3	2018-19	

(Signature of Authorized Signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents, books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No of Chartered Accountant

ANNEXURE -III**MOU for Consortium**

The memorandum of understanding is signed between..... (1st member_ and (2nd member) who have formed a consortium on this Day of 2019 to participate and execute the work of Operation and Maintenance of Sound & Light Show at NSCB Island (Ross Island), Port Blair, Andaman & Nicobar Islands for which Directorate of IP&T, Andaman & Nicobar Administration has invited tenders.

We hereby agree that both the members shall abide by the prescribed clauses set forth in the bid documents, which would be entered into through the agreement and subsequently carryout all the responsibilities as an agency in accordance with the terms of agreement.

We further agree that the roles and responsibilities to submit the bid and execute the contract till operation and maintenance contract period as mentioned below and that both the members of the consortium shall be liable jointly and severally for the execution of the transaction process in accordance with the terms of the agreement.

The information about each members of this consortium (note more than two) furnished below.

Consortium partners	Lead members	Member
Title		
Individual/proprietor shop/partnership/Pvt. Ltd./Ltd.		
Registered address		
Postal address		
Telephone/mobile		
Fax		
Email		
Key personnel		
Chairman		
Managing director		
Director		
Partner		
Proprietor		
Role of member*		

The member of the consortium shall nominate any one member out of the technical or their financial member as the lead member.

Alternatively, the members of the consortium can nominate one member as lead member for both technical as well as financial.

We agree and nominate S/o..... (Designation) of lead member as the attorney on behalf of the consortium to acts, deeds and things necessary in connection with or incidental to our bid for the SEL under consideration including signing and submission of all the documents and providing information/response to Directorate of IP&T.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid shall and shall always be deemed to have been done by us.

We hereby further agree to the following terms and conditions.

1. Any or one of the consortium members should download the tender document from Directorate of IP&T.
2. Any individual bidder cannot at the same time be a member of consortium applying for the same tender. Further a member of a particular consortium cannot be a member of any other consortium applying for the bid.
3. Member, as the case may be, shall be required to meet the criteria specified in its respective field or any of the member may fulfill all the eligibility criteria.
4. Any entity which has been barred by Directorate of IP&T or by the GOI from participating in the transaction processes and the bar subsists as on the bid due date, would not be eligible to submit the bid, either individually or as a member of a consortium.
5. Any change in the composition of a consortium will not be permitted during any stage of the bidding process and thereafter up till the defect liability period in case work is awarded in their favour.
6. The name, permanent residential address and telephone number/s of each of its Director, partner or authorized representative to the bidder for record and reference at the time of execution of the agreement.

In witness whereof the member parties mentioned have signed on the date, month and year stated above.

Agreed by;

Agreed by:

FIRST PARTY

SECOND PARTY

(Signature with seal)

(Signature with seal)

Witness

Witness

1.

1.

2.

2.

UNDERTAKING

(On Company Letterhead)

We certify that:

1. I/We have gone through the bid documents and its terms and conditions and fully understood it. All the terms and conditions are acceptable to me / us. The information furnished by me / us are full, correct and true to the best of my / our knowledge and certificates enclosed are genuine
2. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against us. It is further certified that there is no investigation pending against us or the CEO, Directors / Manager / Employees of our concern.
3. I/We further confirm that until a formal contract is executed this tender read with your written acceptance thereof within the aforesaid period shall constitute abiding contract between us.
4. The Directorate of Information Publicity & Tourism is at liberty to take actions as deemed fit, in case any information(s) furnished by me/us is/are found false and certificate / documents enclosed are found fake/counterfeit/forged.
5. I/We certify that having registered office is never been blacklisted/debarred nor been penalized from any Govt. Institution.

**Signature of the authorized
Person with SEAL of Agency**
Name
Address of the firm / tenderer

Tel. No.
Fax No.

Date:
Place:

(Financial BID)

Sl.No	Description of work	Rate (Rs.) Per day inclusive of all taxes
A.	Comprehensive Operation AND maintenance of S & L Show for a period of 3 years, extension for a period of 2 years. a. Operation and Maintenance of Sound and Light Show on per day basis by providing trained / qualified manpower. b. Upkeep of all indoor / outdoor, fixture and keeping them in intact condition. c. Cleaning the Gallery area, show area Complete as per tender conditions.	
B.	Comprehensive Annual Maintenance Contract for 62.5 KVA 50KW DG SET Make: Sterling generators Pvt Ltd. with AMF Panel/ with Fuel Model No: SGT 62.5 PR (3 Phase) (Diesel Engine, Alternator & Generator set Control Panel).	
	Total (In words) = A+B	

NOTE:

- i. The combined lowest quoted rate of the bidder A+B will be considered for award of work.
- ii. In case of additional show operated by the department, 12.5% of the total payment of per day show (mentioned above) will be paid to the agency.
- iii. The successful agency has to take care all responsibility of GST which shall be reimbursed as per actual on production of relevant documents/challans.
- iv. The above rates should be in Indian Rupees.

Date:

Place:

**Signature of the
authorized signatory
and seal of the Agency.**

ANNEXURE-VI

BIDDER MUST ENSURE THAT ALL REQUISITE DOCUMENTS ARE ENCLOSED WHILE SUBMITTING THE TENDER DOCUMENTS. A BOARD CHECK LIST FOR CROSS VERIFICATION IS PLACED

S.N	Description/Information	Please tick for enclosing the documents
	Part-1	
1	Earnest Money : Rs.80,000/- DD No..... Issue date..... & Bank Name.....	
2	**Attested copy of PAN No.	
3	** Attested copy of GST Registration	
4	** Authorization letter to sign the tender	
5	Stamped & signed complete document in token of acceptance of all terms and condition of the tender document including Annexure V i.e. unquoted financial bid and format of agreement attached as per Annexure VIII	
6	** Attested copy for certificate of Year of establishment of firm	
7	Structure of the firm	
8	** Attested copy of statement signed by a statutory auditor, indicating turnover of the company for the last three years. (Annexure II)	
10	** Balance sheet for the year 2016-17	
a.		
b.	** Balance sheet for the year 2017-18	
c.	** Balance sheet for the year 2018-19	
11	Annexure I (Experience) with ** supports Annexure IV Undertaking on Company Letter Head Annexure VI (Checklist) Annexure III (MOU for Consortium) Annexure VII (Pre Contract Integrity Pact)	
	Part-2	
1	Financial bid in Annexure V (online mode only)	

Note: ** All above documents as listed above should be attested from the Gazetted Officer/CA/Notary Public.

Pre-Contract Integrity Pact

This pre-bid pre-contract agreement (hereinafter called the integrity pact) is made on day of the month of 2019 between on one hand, the President of India acting through Shri, Designation of the officer, Directorate of IP&T (Hereafter called the “BUYER” which expression shall mean and include unless the context otherwise requires his successors in office and assigns) of the First part and M/s..... represented by Shri....., hereinafter called the “BIDDER/SELLER” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the store/equipments/item) and the BIDDER/SELLER is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership expert agency constituted in accordance with the relevant law in the matter and the BUYER is a Department, performing its function on behalf of the President of India.

NOW THEREFORE: To avoid all forms of corruption by following a system that is fair, transparent free from any influence/prejudiced dealing prior to, during the subsequent to agency of the contract to be entered into with a view to :

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specific actions by avoiding the high cost and the distortionary impact or corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

1. COMMITMENTS OF THE BUYER

1.1 The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract will demand, take a promise for a accept, directly or through intermediaries any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or their party related to the contract in exchange for an advantage in the bidding process bid evaluation, contacting or implementation process related to the contract.

- 1.2 The BUYER will during the pre-contract stage treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYERS will report to the appropriate Govt. office of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such as person shall be debarred from further dealings delayed to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

3. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contact or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following :

- 3.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or their party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing forbearing to show favour or disfavor to any person in relation to the contract or any other contract with buyer.

- 3.3. **BIDDERS** of foreign origin shall disclose the name and address of the agents/representatives in India and Indian BIDDERS shall disclose foreign principals.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary in connection with the bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the stores and has to engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to other any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 3.12 If the BIDDER of any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER or alternatively if any relative of any officers of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term "Relative" for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealing of transaction directly or indirectly with any employee of the BUYER.

4. PREVIOUS TRANSGRESSION

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country confirming to anti-corruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract already awarded, can be terminated for such reason.

5. SANCTION FOR VIOLATIONS

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever recurred.
- i. To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The earnest money deposit (in pre-contract stage) and/or security deposit/performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.
 - iii. To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other

contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the GOVT. of India for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
- ix. In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 601 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Buyer to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purpose of this Pact.

6. FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or sub-systems at a price lower than that offered in the present bid in respect of any other customer, Ministry/Department of the Government of India or PSU and if it is found at any stage that similar products/systems or such systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price then that very price with

due allowance for elapsed time would be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER if the contract has already been concluded.

7. INDEPENDENT MONITORS

- 7.1 The BUYER appoints independent Monitor for this Pact in consultation with the Central Vigilance Commission (Name and Address of the Monitors to be given).
- 7.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 7.3 The Monitor is not subject to instructions by the representative of the parties and performs his function, neutrally and independently.
- 7.4 Both the parties accepted that the Monitor has the right to access all the documents relating to the project/procurement including minutes of meeting.
- 7.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Authority designated by the buyer.
- 7.6 The BIDDERS accept that the Monitor has the Right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 7.7 The BUYER will provide to monitor sufficient information about all the meetings among the parties relating to the project provided such meeting could have an impact on contractual relation between the parties. The parties will offer to the Monitor the option to participate in such a meeting.
- 7.8 The Monitor will submit a written report to designated Authority of Buyer in the Department within 8 to 10 weeks from the date of reference or intimation to him by the buyer/bidder and should the occasion arise, submit proposal for correcting problematic situation.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the book of Accounts of the BIDDER and the BIDDER shall provide necessary information and

documents in English and shall extend all possible help for the purpose of such examination.

9. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

11. VALIDITY

11.1 The validity of this Integrity Pact shall be from the date of its signing and valid unto 3 years after complete execution of the contract to the complete satisfaction of both the BUYER and the BIDDER/SELLER and including warranty period. In case the BIDDER is unsuccessful this integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this integrity pact at on

BUYER

BIDDER

Name of the Officer

Designation

“Chief Executive Officer”

Dept./MINISTRY/PSU

WITNESS

WITNESS

1. _____

1. _____

2. _____

2. _____

ANNEXURE VIII

AGREEMENT FOR OPERATION AND MAINTENANCE

This contract, herein referred to as Agreement, entered into on this between (hereinafter referred to as the First Party, which expression shall include its successors and assignees) of the first part and having its registered office at (hereinafter referred to Second Party, which expression shall include its successors and assignees) on the second part, and stands effective from the date of inauguration of the Sound & Light Show at

Where the First Party (Client) is desirous of operation and maintenance of the Sound and Light Show at as per tender invited by Directorate of IP&T, A&N Administration, Port Blair. Describing the work to be done through committee appointed by the First Party.

And whereas the Second Party has respond to the tender invitation and has submitted the tender, followed by subsequent presentation/discussions with the committee comprising of Directorate of IP&T, A&N Administration, Port Blair. And the Second Party confirmed the rate and of the assignment as negotiated and agreed before the committee.

And whereas the Second Party has necessary experience and expertise to operate & maintain the show and whereas he/she/they has/have agreed to undertake the Project of Operation & Maintenance of the Sound & Light Show and DG set at at an agreed/settled amount excluding GST as applicable.

And whereas the first party believing the assurance and representation as true and correct has appointed the second party terms and conditions as set herein below.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS;

In this agreement, the words and expressions shall have the same meaning as respectively assigned to them in the payment terms, the scope of work and terms and conditions, issued by the Directorate of IP&T, A&N Administration, Port Blair. And accepted by the Second Party for the work.

The following documents shall also be seemed to from and be read and construed as part of the agreement and shall be complementary to one another.

NOW IT IS HEREBY AGREED AS FOLLOWS;

1. The Second party shall operate shows on daily routine basis by employing Trained/Qualified staff who are well versed with the technology used. The cost shall be inclusive of all taxes as applicable time to time.
2. The agency to quote lump sum for all components of the project as per heads mentioned in Annexure V. The rate quoted by the firm shall include the comprehensive maintenance (consumable like **HSD Oil, lubricant, coolant**, Projector lamps, luminaries, dusters, cleaning materials, parts required for repairs etc. The "CLIENT" will not share any expenditure on any replacement of parts etc. with operation of shows during the contract period. The quote for work shall also include the cost for operation of shows. Instruction manual of the manufactures of the equipments installed shall be followed for preventive and breakdown services.
3. The equipment, sitting gallery etc. shall be cleaned on daily routine basis and at no time any foreign particle shall be visible. Safety and security of the equipments shall also be the responsibility of the agency by deployed trained security personnel.
4. The show timings will be notified by the CLIENT well in advance and staff shall be available at least two hours before the show for daily routine maintenance.
5. (a) The Bidder shall provide Manpower/workforce (the "technical staff") suitable for the job work specified by the CLIENT and communicated to the agency in writing. In case the staff provided by the Agency to the CLIENT is not found satisfactory, the CLIENT and the agency shall agree to replace such staff forthwith.
6. The agreement shall be executed between agency & the CLIENT for a period of 03 years as above and may be renewed for a further period on the discretion of the management of CLIENT.
7. The Agency will ensure that the technical staff provided by the agency is of good character, well behaved, skilful in the trade required for the performance of the duties assigned and does not indulge into any activity harmful to the reputation and image of the CLIENT or its employee. In the event of any complaint received by the CLIENT against any of the workers of the agency, the same shall be forwarded to the Agency for remedial action and the Agency is expected to take such action expeditiously.
8. It is clearly understood by and between the parties to the Agreement that the staff shall at all times and for all purpose shall be the employees of the Agency.
9. Prices quoted shall remain firm and free from any fluctuation/escalation during the contract period.

10. The agency will identify minimum spare requirement well in advance required for maintenance.
11. In case, the show is not operated due to non availability of manpower/spares, the CLIENT shall be compensated by Rs10,000/- per day by the bidder. If the same continued for consecutive three days, CLIENT has right to terminate the contract without any notice and forfeit the due payments for this work.
12. In case of any technical snag, agency's team will be associated for rectification of such snag.
13. The CLIENT shall not interfere or influence in any manner the selection or engagement of the staff. Further the CLIENT shall not be responsible for or otherwise concerned with, the employment or non-employment of the staff by way of discharge, termination dismissal or retrenchment or re-employment.
14. The agency shall be solely responsible for complying with all the provision of EPF and Misc. Provisions Act, 1952 and ESI Act relating to manpower engaged for this contract and in the event of liability by virtue of its being principal employer due to failure of the contractor shall indemnify and reimburse the amount payable by Client on this account.
15. The agency or the staff will not act in a manner derogatory to or inconsistent with the CLIENT's high standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.
16. The Agency shall indemnify the CLIENT from any claim made or damages suffered the CLIENT by reason of any default on the part of the Agency, or his employees in due observance and performance of the provisions of law applicable to the matter relating to the staff.
17. In consideration of services provided by the agency, the client shall pay as services charges an amount as agreed per month after making statutory deductions.
18. LOG BOOK : A log book for show shall be maintained at the site and all day to day check vis-à-vis the periodical maintenance, special maintenance, breakdown shall be recorded.
27. Arbitration : Any dispute or difference between the parties hereto, shall be settled amicably by the parties at first. In case of failure, the same shall be referred to a Sole Arbitrator, appointed by the Chief Secretary, A & N Islands for Arbitration. The Arbitration proceeding shall be held at Port Blair in terms of the Arbitration and Conciliation Act, 1996 and subsequent Amendments made therein. The decision of the Arbitrator shall be final and binding upon the parties.

Further the competent court at Port Blair shall have the exclusive jurisdiction over any un-resolved disputes after Arbitration.

19. Termination of Contract: In case the service of the selected agency are found unsatisfactory or in case of change in the Government procedures, A & N Administration, Port Blair has right to cancel/terminate the contract by giving three months notice in advance.
20. The agency has to submit the performance guarantee of 5% of the quoted value immediately after the issuance of letter of Intent in the shape of bank Guarantee/Demand Draft from an authorized Bank. The performance guarantee shall be valid for 5 years.

Note: The word CLIENT appearing in this section means Andaman & Nicobar (Administration).

ANNEXURE-IX

Details of comprehensive Operation & Maintenance Contract for 62.5 KVA 50KW DG SET Make: Sterling generators Pvt Ltd. with AMF Panel/ with Fuel Model No: SGT 62.5 PR(3 Phase) (Diesel Engine, Alternator & Generator set Control Panel installed at NSCB Island (Ross Island))

	DG SET
1	General check up & prevention maintenance and to fill up preventive check up schedule for each machine.
2	Supply & replacement of following parts during B check service (every 300 hrs of engine operation/ 06 month whichever is earlier) as required without any extra cost: (i) Fuel Filter (ii) lubricating oil filter (iii) by pass filter (iv) Coolant (v) Engine oil (vi) air filter etc.
3	Checking and servicing of engine for smooth running, it is unusual sound and color of smoke from the exhaust and set it right in case of deviations.
4	Checking and repairing of leakage of fuel, lubricating oil and coolant.
5	Cleaning and changing of Air filter (as per requirements)
6	Setting of Valves tappets whenever required.
7	Checking and repairing of Accessories drive, turbo charger and crankshaft endplay wherever required.
8	Checking of alignment of Engine and alternator (as per requirement)
9	Checking of wiring system of alternator and AMF panel and Repairing/replacement as required.
10	Repair and maintenance of Relays including contractor in control panel
11	Checking of battery terminal and de-stipulate.
12	Breakdown call to be attended on priority within 12 hrs.
13	Diagnosis of faults in engine and alternator and its rectification.
14	Checking/repair/adjustment/replacement/servicing shall be carried under comprehensive AMC including cost of the components/parts to be replaced.
15	Regular checking of earth connections, continuity, tightening to neutral connection and all the main incoming and outgoing power terminal connection/ends terminal of the main switch/changeover switch/ DG set in monthly basis.
16	The contractor shall be bound to do all jobs required for maintain Un-interrupted Power Supply, for smooth functioning of Light & Sound Show at Ross Islands, and shall keep the entire electrical infrastructure in healthy state and working condition at all the time.
17	Operating the DG set when needed and maintaining the log book indicating the time of operation and other parameters with respect to operation of DG set Log book should be maintained separately and countersigned by the staff of Directorate of Tourism including record keeping of the specific

	Gravities/Voltage in a separate register.
18	Proper storing of HSD drums, Lub oils and other consumable items required for the maintenance work of the DG sets. Stock of at least 50 Ltrs HSD should be maintained regularly.
19	The agency is solely responsible for staff and the tools relating to the DG set.
20	Checking of Throttle control & its setting
21	Checking of rotating diodes assembly in brushless alternator including replacement as and when required.
22	Diagnosis of faults in engine and Alternator and its rectification.
23	Providing spare AVRs, Self Starter and accessories, batteries, free of charge, if the repair/ overhaul/ replacement are expected to be taken in more than two days.