

GOVERNMENT OF KARNATAKA



DEPARTMENT OF STATE EDUCATIONAL RESEARCH AND TRAINING

SHORT TERM TENDER DOCUMENT

For Time Slots from Private Satellite TV Channels to broadcast “SAMVEDA” Education Lessons in Karnataka State

E-Procurement Tender Document

(To be used for furnishing bids by the eligible firms)

Address for communication:

Director, Department of State Educational Research and Training
#4, 100 ft Ring Road, Banashankari 3rd Stage, Bengaluru – 560085

Phone No: 080-26980100

Website: www.dsert.kar.nic.in

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Notice inviting Quotations

The Director, DSERT, Banashankari 3rd stage, 100 Ft Outer Ring Road, Bengaluru-85; here by invites Commercial bids for Broadcasting of SAMVEDA Lessons through Private Satellite TV Channels in the state of Karnataka.

Data Sheet

1	Tender Reference	ETC6/SamvedaOnTVchannels/Tender/16/20-21 Dt:23.09.2020
2	Date of commencement Tender	23.09.2020
3	Last date and time for submission of tender	06.10.2020. at 5.30 PM
4	Pre-Bid Meeting	29.09.2020 at 3.00 PM
4	Date & Time of opening of Technical Bids	08.10.2020 at 10.30.AM
5	Date & Time of opening of Financial Bids	12.10.2020 at 10.30 AM
5	EMD (Earnest Money Deposit)	Rs 15,000.00

Interested and eligible bidders may submit their bids through e-procurement process only.

I. Brief Introduction

Covid-19 pandemic has forced reopening of schools for the academic year 2020-21, to be postponed. This has obviously curtailed the learning opportunities of the school children. However the department of education is making all efforts to ensure that the learning of the children is sustained “**Vidyagam programme**” is being implemented in the state to ensure that the children continue to learn, which include among many other things, telecast of video lessons through Television-“**Samveda**”.

Presently video lessons are being telecast for classes 8 to 10 through Doordarshan-Chandana. Department is exploring the possibilities of telecasting the video lessons for classes 4 to 7 also during day hours preferably between 9AM to 5.30PM.

For this purpose department intends to identify one or more number of channels who have wide reach in Karnataka. The channel partner should be willing to allot a definite slot during day, which could be decided on mutual consent, for about 4-5 months lasting upto March-2021. It is being planned to telecast the video lessons for about 4 hrs a day. Each lesson will be of 30 minutes duration.

The department shall take up the responsibility of producing the video lessons. The content will be delivered to the channel partners in mp4 HD format (1920x1080 resolutions). The content so delivered will have to be telecast on the respective channel at the fixed time and date either in SD format or HD format.

The department will not look for the commercial time. The commercial time available can be made use of by the channel partner.

Tenders are hereby invited from the channel partner with wide reach in Karnataka for telecasting the video lessons developed by the department for about 4hrs a day, 6days a week.

The bidder who meets the qualification criteria and has wider reach shall indicate the transmission charges per hour. The bidder with largest reach and who quotes lowest shall be considered by the department.

INSTRUCTIONS TO TENDERERS

A. INTRODUCTION

1 Eligible Tenderers

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Director, DSERT in planning, preparation of this RFP under this Invitation for Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or Local Governments or Government of India.

2 Qualification Criteria

- 2.1 Bidder should be owning a channel being transmitted to atleast 60% of active subscribers both DTH/MSO's in all the districts of Karnataka. Free to air channels will be preferred.
- 2.2 The channel shall have been registered with the competent authority and valid transmission rights. Copy of Valid Permission to UL / DL the Channel from Ministry of Information and Broadcasting shall be submitted.
- 2.3 The bidder shall be a firm or a company registered in India with a competent authorities.
- 2.4 The bidder shall have the channel presence to at least 60% of the households.
- 2.5 The channel shall not be telecasting any programs that are restricted by Govt of India.
- 2.6 The channel shall not be dedicated exclusively for religious programmes.
- 2.7 The channel shall have proper agreements with MSO's and DTH operators in Karnataka.

3 Cost of tendering

- 3.1 The Bidders shall bear all the costs associated with the preparation and submission of its tender and DIRECTOR, DSERT herein after referred to as purchaser, will in no case be responsible or liable for this costs regardless of the conduct or outcome of the tender process.
- 3.2 The Bidder may wish to visit and examine the O/o Director, DSERT and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the DSERT shall be at the Bidder's own expense. Failure of a Bidder to make a visit will not be a cause for its disqualification.

B. TENDER DOCUMENTS

4 Contents of Tender Documents

- 4.1 The procurement details, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
 - Introduction and Scope of Services

- Instructions to Tenderers (ITT);
 - General Conditions of Contract (GCC);
 - Tender Forms and Price Schedules;
 - EMD Form;
 - Performance Security Form;
- 4.2 The Tenderer is expected to examine all instructions, forms, terms and instructions in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be the Tenderer's risk and may result in rejection of its tender.

5 Amendment of Tender Documents

- 5.1 At any time prior to the deadline for submission of tenders, the Director, DSERT may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal.
- 5.2 In order to allow prospective tenderers reasonable time in which to take the addendum into account in preparing their tenders, the Director, DSERT at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.

C. PREPARATION OF TENDERS

6 Language of Tender

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Director, DSERT shall be written in English/Kannada language.

7 Documents comprising the Tender

- 7.1 The tender prepared by the Tenderer shall comprise the following components:
- A Tender Form and a price Schedule
 - Documentary evidence established that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - Documentary evidence established that the services to be supplied by the Tenderer conform to the tender documents; and
 - EMD furnished.

8 Tender Form

- 8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the Service to be provided.

9 Tender Prices

- 9.1 The tenderer shall indicate on the price schedule, the Hourly value for airing the session. The bidder quoting overall lowest price shall be considered as the selected Service Provider.

- 9.2 Prices on the Price Schedule shall be entered on per hour charges for transmission. Taxes as applicable will be paid extra.
- 9.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10 Tender Currency

- 10.1 Prices shall be quoted in Indian Rupees (INR):

11 Documents Establishing Tenderer's Eligibility and Qualifications

- 11.1 The Tenderer shall furnish, as part of its Tender documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Director, DSERT 's satisfaction, that the Tenderer has the financial, technical, and human resource necessary to perform the Contract and meets the criteria outlined in the Qualification requirements.
- 11.3 The bidder agency should submit copy of Registration Certificate issued by registrar of Companies under Indian Companies Act, 1956
- 11.4 Copy of Permission certificate obtained from Ministry of Information and Broadcasting to operate the Channel in India.
- 11.5 Copy of Valid Permission to UL / DL the Channel from Ministry of Information and Broadcasting.
- 11.6 Copy of PAN CARD of Bidder.
- 11.7 The List of MSOs/ DTH Operators in which the Channel is being aired along with copies of valid agreements.
- 11.8 Proof of transmission of reaching more than 60% of the subscribers in Karnataka.

12 Documents establishing the delivery of Services.

- 12.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all the services which the tenderer proposes to provide under the contract.
- 12.2 Proposed Channel and Schedule of present programs being aired (Monthly Calendar)
- 12.3 List of Timeslots being proposed (in between 7 AM to 7 PM)

13 Earnest Money Deposit

- 13.1 The EMD shall be credited to the account of CeG.
 - 13.2 The Tenderer shall transfer the amount specified in data sheet as EMD to CeG.
 - 13.3 Any tender not secured in accordance with clauses above (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Director, DSERT as non-responsive.
 - 13.4 Unsuccessful Tenderer's tender securities will be returned as promptly as possible but not
- Broadcasting SAMVEDA Education Lessons in Private Channels

later than 30 days after the expiration of the period of tender validity prescribed by the Director, DSERT .

13.5 The successful Tenderer's EMD will be discharged upon the tenderer signing the Contract, and furnishing the Performance Security.

13.6 The EMD may be forfeited:

- (a) if a Tenderer
 - (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (ii) does not accept the correction of errors
- (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract; or
 - (ii) to furnish Performance Security.
- (c) No tender is allowed for withdrawal in the interval between the deadlines for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its EMD.

14 Period of Validity of Tenders

14.1 Tenders shall remain valid for 60 days after the deadline for submission of tenders prescribed by the Director, DSERT. A tender valid for a shorter period shall be rejected by the Director, DSERT as non-responsive.

14.2 In exceptional circumstances, the Director, DSERT may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer granting the request will not be required nor permitted to modify its tender.

15 Format and Signing of Tender

15.1 Eligible tenderer who are registered in e-procurement shall upload all the documents required for this bid, submit and sign using digital key.

D. SUBMISSION OF TENDERS

16 Submission of Tenders

16.1 All tenderers should submit their tenders through e-procurement portal only.

16.2 Tender documents may be downloaded from www.eproc.Karnataka.gov.in . The bidders will be required to register themselves with the Centre for e governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.Karnataka.gov.in> . Necessary training and hands on experience in handling e procurement system could be obtained from the Centre for e governance. Necessary details could also be obtained over telephone

16.3 Telex, Cable or facsimile tenders will be rejected.

16.4 Tender should be submitted in TWO cover system

- 1) Technical Bid
- 2) Commercial bid

17 Deadline for Submission of Tenders

17.1 Tenders must be uploaded and signed not later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

17.2 The Director, DSERT may, at its discretion, extend this deadline for submission of tenders by amending the tender documents, in which case all rights and obligations of the Director, DSERT and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18 Late Tenders

18.1 e-procurement web-portal will not be accessible after the deadline and hence no late submission is possible or allowed.

19 Modification and withdrawal of Tenders:

19.1 The Tenderer may modify or withdraw its tender after the tender submission, for any number of times before the deadline for the submission of bids with no extra cost.

19.2 No tender shall be modified subsequent to the deadline for submission of tenders.

19.3 No tender is allowed for withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its EMD.

E. TENDER OPENING AND EVALUATION OF TENDERS

20 Opening of Tenders

20.1 The Director, DSERT will open all technical submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, may be present at the date and time specified in tender Schedule at the Office specified in the Datasheet.

20.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Director, DSERT, the tenders shall be opened at the appointed time and location on the next working day.

20.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Director,

DSERT at its discretion, may consider appropriate, will be announced at the opening.

21 Preliminary Examination

- 21.1 The Director, DSERT will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order.
- 21.2 The Director, DSERT may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 21.3 Prior to the detailed evaluation, the Director, DSERT will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Applicable law, and Taxes & Duties will be deemed to be a material deviation. The Director, DSERT 's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 21.4 If a tender is not substantially responsive, it will be rejected by the Director, DSERT and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 21.5 However, if any further supportive documents to already submitted records are required by the Director, DSERT to fulfill the eligibility criteria, the Director, DSERT may call for additional documents from selected tenderers or all tenderers.
- 21.6 The evaluation of the bids shall be undertaken in accordance with the prescribed procedure by a committee of the DSERT Office, duly constituted for this purpose.

22 Evaluation and Comparison of Tenders

- 22.1 The Director, DSERT will evaluate and compare the tenders which have been determined to be substantially responsive. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.
- 22.2 The Director, DSERT may extend the Contract for further period based on the requirement.

F. AWARD OF CONTRACT

23 Post qualification

- 23.1 The Director, DSERT will determine to its satisfaction whether the Tenderer who is selected as having submitted the lowest evaluated responsive tender meets the criteria specified and is qualified to perform the contract satisfactorily.
- 23.2 The determination will take into account the Tenderer's Financial, Technical and Management capabilities. It will be based upon an examination of the documentary

evidence of the Tenderer's qualifications submitted by the Tenderer, as well as such other information as the Director, DSERT deems necessary and appropriate.

- 23.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Director, DSERT will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.
- 23.4 The Director, DSERT also reserves to itself the right to accept multiple tenders based on the requirement of simultaneous broadcasting of lessons. In Such case, negotiations will be held with the next tenderer to match with the quote of the Lowest tenderer.

24 Award Criteria

- 24.1 The Director, DSERT will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 24.2 The bidder with lowest rate will be considered as the eligible tenderer. If the Lowest bidder do not accept the perform for various reasons best known to them, the next lowest bidder will be invited to perform the service with the rates quoted by the L1 bidder. However the performance guarantee of the L1 bidder will be forfeited for non-performance.

25 Right to Increase or decrease Contract Period

- 25.1 Based on the requirement, the Director, DSERT may ask the bidder to provide additional airtime or extend the contract period or reduce the contract period. In such case, One week prior written notice will be given to the successful bidder.

26 Right to Accept Any Tender and to Reject Any or All Tenders

- 26.1 The Director, DSERT reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

27 Notification of Award

- 27.1 Prior to the expiration of the period of tender validity, the Director, DSERT will notify the successful tenderer on e-procurement portal, that its tender has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Tenderer's furnishing of required performance Guarantee, the Director, DSERT will discharge its earnest money deposit.
- 27.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address it's request to the Director, DSERT. The

Director, DSERT will promptly respond in writing to the unsuccessful Tenderer.

28 Signing of Contract

- 28.1 At the same time as the Director, DSERT notifies the successful tenderer that its tender has been accepted, the Director, DSERT will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 28.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall enter into and execute agreement with the Director, DSERT on Rs.200/- Stamp Paper and return to the Director, DSERT.

29 Performance Guarantee

- 29.1 Within 7 days of the receipt of notification of award of contract from the Director, DSERT, the successful Tenderer shall furnish the performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the tender documents or in another form acceptable to the Director, DSERT.
- 29.2 Failure of the successful Tenderer to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Director, DSERT may make the award to the next lowest evaluated Tenderer or call for new tenders.

30 Corrupt and fraudulent practices

- 30.1 The Government requires the tenderers/suppliers/contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government
- 30.2 defines for the purpose of this provision, the terms set forth as follows.
- 30.2.1 “corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the act of public official in the procurement process or in the contract execution and
- 30.2.2 “Fraudulent practice” means misrepresentation of facts in order to influence a procurement process or the execution of the contract to the detriment of the Government and includes collusive practice among the tenderers (prior to or after tender submission) designed to a established prices at artificial noncompetitive levels and to deprive the Government of the benefits of free and open competition-
- 30.2.3 “obstructive practice” means deliberately destroying, falsifying, altering or concealing or making false statements during Bidding Process or during the execution of project in order to materially impede the Department into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or

intimidating any party to prevent it from bidding or execution of any services to the Department.

- 30.3 Will reject a proposal for award if it determines that the tenderer recommended for the award has engaged in corrupt or fraudulent practices or obstructive practice in competing for contract in question:
- 30.4 Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if at any other time determines that the firm has engaged in corrupt or fraudulent practices or obstructive practice in competing for, or in executing a Government financed contract.

GENERAL CONDITIONS OF CONTRACT

1 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means the agreement entered into between the Director, DSERT and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- (c) **"Services"** means all the Hire charges, technical, functional and operational activities of the technical support staff, and any other obligations of the Service provider covered under the Contract;
- (d) **"GCC"** means the General Conditions of Contract contained in this section.
- (e) **"The Service provider"** means the firm delivery of Services under this Contract.
- (f) **"The Government"** means the Government of Karnataka State.
- (g) **"The State"** means the Karnataka State
- (h) **"Day"** means calendar day.

2 Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3 Performance Guarantee

- 3.1 Within 7 days of receipt of the notification of contract award, the Service Provider shall furnish Performance Guarantee to the Director, DSERT to an extent of 5% of the Contract Value, valid up to 30 days after the date of completion of performance obligations.
- 3.2 The proceeds of the performance Guarantee shall be payable to the Director, DSERT as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 3.3 The Performance Guarantee shall be denominated in Indian Rupees (INR) and shall be in

one of the following forms:

- 3.3.1 A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Director, DSERT; or
 - 3.3.2 A Banker's cheque, or Demand Draft or pay order drawn in favour of Director, DSERT or shall remain valid as specified.
 - 3.3.3 Specified small savings instruments duly pledged in favour of the Director, DSERT.
- 3.4 The Performance Guarantee will be discharged by the Director, DSERT and returned to the Service Provider not later than 30 days following the date of completion of the Service Provider's performance obligations, under the Contract.

4 Prices

- 4.1 Prices payable to the Service Provider as stated in the contract shall be firm during the performance of the contract.

5 Contract Amendments

- 5.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

6 Delays or discrepancies in the Service Provider's Performance

- 6.1 Service shall be rendered by the Service Provider in accordance with the requirements.
- 6.2 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely service delivery, the Service Provider shall promptly notify the Director, DSERT in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Director, DSERT shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without liquidated damages.

7 Termination for Default

- 7.1 The Director, DSERT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part and shall be black listed from participating in any other tenders published by the Director, DSERT:
 - 7.1.1 if the Service Provider fails to deliver service within the period(s) specified in the Contract, or within any extension thereof granted by the Director, DSERT or
 - 7.1.2 if the Service Provider fails to perform any other obligation(s) under the Contract.
 - 7.1.3 If the Service Provider, in the judgment of the Director, DSERT has engaged in corrupt or fraudulent practices or Obstructive practices in competing for or in executing the Contract.

7.2 In the event the Director, DSERT terminates the Contract in whole or in part, the Director, DSERT may procure, upon such terms and in such manner as it deems appropriate, for the service undelivered, the Service Provider shall be liable to the Director, DSERT for any excess costs for such similar service. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

8 Applicable Law

8.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

9 Notices

9.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable or facsimile and confirmed in writing to the other party's address specified.

9.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

10 Taxes, Statutory Requirements and Employee Care

10.1 Service Provider shall be entirely responsible for all taxes (including GST), under this contract with Director, DSERT

11 Resolution of disputes

11.1 In case of Dispute or difference arising between the Director, DSERT and a domestic Service Provider relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parities; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.

11.2 Arbitration proceedings shall be held at Bengaluru Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

11.3 The decision of the arbitrators shall be final and binding upon both parities. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the 'preparation, presentation etc. of its proceedings shall be borne by each party itself.

11.4 Any legal disputes arising out of this contract shall be settled out of these Jurisdictional Courts of Bengaluru City only.

12 Payment

12.1 The Service provider shall submit the invoice on Monthly basis for the airing the lessons. No advance payment shall be made. The Agency shall submit the bills for completed months. The DSERT office will process the bills for making payment.

TENDER FORM

ETC-6/Samveda on TV channels/Tender/16/20-21 Dt:23.09.2020

**Office of the Director, Department of State Educational research and Training,
Banashankari 3rd stage, Bengaluru – 560 085.
Broadcasting of SAMVEDA Lessons through Private Satellite TV Channels**

From,
XXXXXXXXXXXX
XXXXXXXXXXXX

To
The Director,
Department of State Educational research and Training ,
Banashankari 3rd stage, Bengaluru – 560085.

Sir,
Having examined the Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services satisfactory as per tender conditions and provide service for **Broadcasting of SAMVEDA Lessons through Private Satellite TV Channels** in accordance with said tender documents and the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the service in accordance with the Requirements.

We agree to abide by this tender for the Tender validity period specified shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the requirements of the tender documents.

Dated this day of..... 20.....

(SCAN AND UPLOAD)

(signature)

TECHNICAL FORM

General Information

Description	Details to be filled by Bidder
Name of the Organization	
Name of the Channel (Brand name , if any)	
Address with Phone & Fax Number and email	
Contact person with Phone, Mobile Number & e-mail address	
GST Regn. No.	
Append applicable credentials as per RFP 1) Registration Certificate 2) Permission Certificate 3) Valid Permission for UL/DL 4) Copy of PAN Card 5) Copy of GST Certificate	

(Scan and Upload)

Channel Coverage Information

MSO's / DTH Operators from which the channel is being aired

S.No	MSO / DTH Operator	Districts covered in Karnataka	Active Subscribers	Channel Number

Note : Enclose copies of agreement with MSOs / DTH operators

(Scan and Upload)

Channel Proposed time Slots

Channel Name :

S.No	Time Slot	Present Program	Probable slot proposed for DSERT
<1>	<7.00 – 7.30>	<Music offering >	< Yes / NO>

(Scan and Upload)

Price Quotation

Schedule No.	Item Description	Duration	Unit Rate (Per Hour Charges) (Exclusive of Taxes)
1	2	3	4
1	Broadcasting of recorded eLessons under SAMVEDA program for ONE Hr (TWO Sessions)	1 Hr	
TOTAL			

Note:

- a) **This form is indicative only. The bidders are requested submit their Hourly Broadcasting charges in the eProcurement portal.**
- b) **Taxes as applicable will be paid extra.**