

## Shri Shiv Khori Shrine Board

## Notice Inviting Tender

For & on the behalf of the Chairman, Shri Shiv Khori Shrine Board, sealed tenders on the prescribed format affixed with revenue stamps worth Rs. 4/- are invited from the reputed television channel companies desirous of seeking permission in regard to live telecast of Arti before the Holy cave Shrine of Shri Shiv Khori, twice a day (of about one hour duration each) for a period of three years, on exclusive basis.

Tenders mentioned in the detailed terms & conditions should reach the office of the Vice Chairman, SSKSB (Deputy Commissioner, Reasi) latest by 13-12-2016 upto 2:00 PM, which shall be opened on the same day or any other day convenient to the undersigned, in the presence of such bidders as may choose to be present.

Tender forms along with detailed terms & conditions can be obtained from the office of the Vice Chairman SSKSB (Deputy Commissioner, Reasi) during the working hours on cash payment of non refundable/non transferable) of Rs. 5000/- each or can be downloaded from our website <a href="www.shivkhori.in">www.shivkhori.in</a> which shall be accompanied with demand draft of Rs. 5000/- drawn in favour of Accounts Officer SSKSB Reasi.

All offers must be sent through registered post/reputed courier services or be put in the sealed Tender Box available in the office of the Vice Chairman SSKSB along with terms & conditions duly signed by the bidder at the space mentioned therein conditional Bids or Bid received after the stipulated date & time shall not be considered.

No: NIT-10. Dated: 03-12-2016.

-Sd-Vice Chairman SSKSB (Deputy Commissioner, Reasi)

## Copy to:

- 1. Chairman, SSKSB (Divisional Commissioner) Jammu for kind information.
- 2. Vice Chairman, SSKSB (Deputy Commissioner) Reasi for kind information.
- 3. \_\_\_\_\_\_(works committee) for kind information.
- 4. District Information Officer, Reasi for publication in the News paper.
- 5. M/S Ideogram Technology Solution Pvt. Ltd Jammu for upload in the website of &SKSB.

Executive Officer, SSKSB

Second Officer

Shri Shiv Khori Shrine Beard

Ra nsoo (J&K)

Detailed terms and conditions in respect of Tender Notice issued under No.

NIT- 10 Dated <u>03</u> -12-2016.

1. On behalf of the Chairman Shri Shiv Khori Shrine Board, Jammu (J&K) sealed bids are invited from the Television Channel Companies desirous of seeking permission in regard to Live Telecast of Aarti before the Holy Cave Shrine of Shri Shiv Khori Ji twice a day of about one hour duration each) at "Holy Cave Shrine" for a period of Three years on exclusive basis subject to following eligibility conditions:-

The broadcaster/telecaster must possess necessary permission from the Ministry of Information & Broadcasting, Government of India for up-linking a Television Channel, for which the bidder shall submit necessary documentary evidences. Besides, the bidder must furnish the documentary evidences of the permission in regard to undertaking the live up-linking granted by the Ministry of Information & Broadcasting.

ii. The broadcaster/telecaster must own the teleport facility for up-linking a Television Channel, for which the bidder shall submit necessary documentary evidences.

iii. The broadcaster/telecaster must submit attested copies of Audited Balance Sheets and Profit & Loss account of last three years viz 2013-14, 2014-15 & 2015-16 & shall submit PAN details.

iv. The broadcaster/telecaster should have experience of at least 8 years of doing live events on channel.

- 2. The bidder shall submit his/her offer containing the Technical Bid as per details . noted below:
  - a) The Technical Bid shall contain the duly signed Bid document in acknowledgement of acceptance of the terms & conditions contained therein. Pre-qualification bid, technical proposal indicating all relevant details of experience with supporting documents forming the Technical Bid shall be properly detailed in a sealed cover. The duly sealed cover shall be upper subscribed: "Bid for Live Telecast of Shiv Aarti from Holy Cave Shrine of Shiv Khori" along with the NIB No. Due date and the Name/Address of the bidder.
- 3. The bidder is advised to in its own interest, visit the site of operation before submitting the Bid.
- 4. Bid form along with detailed terms and conditions can be obtained from the Office of the Vice Chairman SSKSB (Deputy Commissioner, Reasi) J&K between 10:00 AM to 2:00 PM upto 13-12-2016, on any working day on cash payment of Rs. 5000/each. The Bid for can also be downloaded from our website <a href="www.shivkhori.in">www.shivkhori.in</a> which shall be accompanied with Demand Draft of Rs. 5000/- drawn in favour of Accounts Officer SSKSB Reasi.
- 5. The Bid must be completed in all respect before submission. All terms & conditions of the Bid should be carefully studied for ensuring submission of complete and comprehensive offer. The bidder shall put his/her signature ad specify in the

capital letter the name along with parentage with his/her complete postal address on the Bid form and shall duly sign the terms & conditions attached thereto at the space mentioned therein.

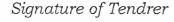
- 6. All offers must be sent through registered letter/reputed courier service or be put in the sealed Bid box. The Bids must be received latest by the date & hour prescribed for submission of such Bids. SSKSB shall not be responsible for any delay what-so-ever in the receipt of these Bids. The Bids shall be opened on the same day or any other day convenient to the undersigned, in presence of such bidders or their authorized representative, as may choose to be present.
- 7. Canvassing in connection with Bids in any form is strictly prohibited, and if resorted to, will render the bidder disqualified.
- 8. The successful bidder will be required to accept all the terms and conditions of the NIT and shall have to execute a formal agreement deed with the authorized representative of Shrine Board, in which all the terms & conditions of the license shall be indicated, and the licensee shall be bound by all such terms & conditions. The conditions in the Tender Notice are subject to variations and modifications, which shall also be incorporated in aforesaid agreement deed and only thereafter the licensee shall be allowed to commence the permitted conditions. The legal expenses, which shall be incurred in the execution of the agreement, shall be borne by the said bidder.
- 9. The licensee shall ensure installation of required infrastructure, bandwidth, connectivity & delivery platforms purely on temporary on and removable basis at its own cost. No liability shall accrue to the Shrine Board on any account.
- 10. The video/voice data shall be property of the Shrine Board. The Licensee shall, under no circumstances, use the feed of video/voice data of data or Aarti for sharing with or selling to any other channel/agency etc. for commercial purpose or otherwise, without securing a written permission on from the Chairman SSKSB Jammu (J&K) on maturity agreed terms. The Shrine Board reserves the right to consider or reject any such request by the licensee.
- 11. There shall be no commercial break or display of any advertisement during the Live telecast of Aarti.
- 12. The licensee shall, at all times, fully co-operate with the management at the Holy Cave Shrine of Shri Shiv Khori Ji and comply with the spot instructions given by the Shrine Board authorities, as may be given from time to time.
- 13. The licensee shall, ensure round the clock monitoring of its installations and equipments and ensure that no damage is caused to any life & property, at any point of time. Any damage, if caused shall be the sole responsibility of the licensee, who shall have to fully compensate for the same to the entire satisfaction of the Shrine Board.
- 14. Safety & security of the equipment shall be the sole responsibility of the licensee & SSKSB shall not be liable for any damage caused what-so-ever.
- 15. Criteria for successful bidder shall be:
  - a) The experience, coverage and infrastructure of the company.
  - b) Technical support.
  - c) Any additional support/facility company intends to provide to SSKSB.
- 16. The licensee shall abide by all the rules & regulations, as amended from time to time notified by the Shrine Board & maintain the sanctity of Shrine & not indulge in

Signature of Tendrer



any activity which is prejudicial to the sanctity of the Holy Cave Shrine. Staff of the licensee shall not indulge in smoking or consumption of liquor/alcohol or consumption of any non-vegetarian food articles. They shall maintain proper decorum and discipline & ensure proper conduct in speech & dress. They shall also refrain from any other activity which might hurt the sentiments of pilgrims.

- 17. The video/voice data from the feed shall not be used for any other commercial activities including production of movies, films, songs, annals, documentaries, advertisements etc.
- 18. The licensee shall at all times ensure that its activities do not disturb in any manner, the smooth management of pilgrimage. The licensee is likely to be revoked in case of violation of this condition, without any prior notice.
- 19. The licensee shall ensure that entire feed of Aarti shall be telecast ensuring the full sanctity of the Holy Cave Shrine.
- 20. The up-linking of Aarti shall be undertaken on the channels of religious or News genre. The Shrine Board reserve its absolute right not to accept any Bid offer at any stage before execution of license deed. In case the shrine Board decides not to accept any Bid/offer in whole or in part, it shall not be required to assign any reasons thereof to the bidder.
- 21. If the bidder, as a Partner/Director of a company, is a defaulter, owes by himself or by proxy or on behalf of any other person, any money dues, in any connection what-so-ever, to the Shrine Board, his Bid shall not be considered unless he/she clears his/her outstanding as determined by the Shrine Board before submission of Bid in case the Board detects hereto-after or comes to know about it, the Chairman/Vice Chairman shall be at liberty to take any action, including the revocation of license.
- 22. The licensee shall have no right to make any addition, alteration, improvement, change or even affect any repair in the premises to be used in connection with live telecast operations without the prior written approval of the Chairman/Vice Chairman SSKSB.
- 23. The Board reserves the right to reject/accept the bid without assigning any reason thereof.
- 24. The Chairman/Vice Chairman shall have be at liberty to revoke the license in case any condition of the NIT/Agreement violated & in that case the licensee shall be prohibited to continue his operations & shall remove his/her belongings without any demur or objection.
- 25. The period of license will commence from stipulated date in Agreement to be signed & shall expire on the completion of a period of three years from the date so indicated. Simultaneously, with the expiry of the period of license i.e. three years from the date of the signing the licensee deed, the license granted in favour of the licensee shall be deemed to have been revoked & the licensee shall forthwith remove his belongings without any demur failing which SSKSB shall be at liberty to remove all such articles, at the cost of licensee. In this regard, no notice would be required to be given to the licensee.
- 26. The licensee shall not transfer, share, sublet or assign the telecast permission either wholly or in part to any other party or person. If it is found at any stage that the permission is actually being enjoyed through proxy, the Shrine Board shall have the right to cancel the license forthwith.





- 27. The bidder shall clearly specify the number & names of such channels on which it proposes to undertake the live telecast of the Aarti from the Holy Cave Shrine of Shivkhori. The profit of each channel along with specific details & cumulative time slots of religious programmes telecast on the channels shall be submitted by the bidder.
- 28. The bidder shall also specify whether the channel shall telecast the live Aarti from the Holy Cave Shrine of Shivkhori for the viewers abroad (overseas) and the whether the form possesses the permission/rights for transmission abroad. The bidder shall have to specifically quote for such transmissions abroad.
- 29. The Shrine Board shall not be responsible for any loss or damage caused to the equipments etc. belonging to the licensee, on account of any natural calamity.
- 30. The licensee shall have to abide by all relevant restrictions imposed & relevant orders issued by the Shrine Board from time to time, in this behalf.
- 31. The electric/water/telephone connection facility shall be provided by the Shrine Board along with the accommodation for the team who will be stationed at Shivkhori for telecast.
- 32. The premises used by the licensee at the Holy Cave Shrine, shall be subject to inspection by the Chairman/Vice Chairman or any other office authorized by the said authorities at any point of time.
- 33. It shall be the responsible of the Bidder to maintain all the necessary licensee/permissions & to ensure that all the statutory & legal requirements, rules & regulations for the operation of telecast of live Aarti from the Holy Cave Shrine of Shivkhori are fully complied with. The bidder, alone, shall be responsible for all consequences, which may arises directly or indirectly on account of the breach or non-observance of statutory or other legal requirements.
- 34. If the licensee fails abide by any of the terms & conditions of the agreement deed his license shall stand revoked.
- 35. The Shrine Board reserves its absolute right not to accept any tender/offer at any stage before execution of license deed. In case Shrine Board decides not to accept any tender/offer, it shall not be required to assign any reasons thereof to the tenderer.
- 36. The Courts at Reasi/Jammu alone shall have jurisdiction to decide upon the dispute between the parties arising of NIT and/or after execution of agreement, thereafter.
- 37. All disputes & differences between the parties hereto pertaining to or arising out of this agreement & all matters connected herewith shall be referred to the arbitration of a person to be nominated/appointed by the Executive Officer SSKSB whose decision shall be final & binding upon the parties. Any of the parties may apply to the Executive Officer SSKSB for the appointment of the arbitrator in the event of any dispute/difference. On receipt of such request, it shall be lawful for Executive Officer to appoint an arbitrator to adjudicate upon the disputes/differences. The arbitrator so appointed shall enter upon the reference & decide the disputes &

Signature of Tendrer



decide the disputes in accordance J&K Arbitration & Conciliation Act 1997. Place of Arbitration shall be at Reasi/Jammu.

-Sd-Vice Chairman Shri Shiv Khori Shrine Board (Deputy Commissioner, Reasi)

Signature of Tendrer



## Office of the Chairman Shri Shiv Khori Shrine Board Pre Qualification Application Format

S. No.	Particulars/Criterion	
1.	Name of the Company with Address (telephone number/ contact Mobile No./fax No./e-mail) along with brief description of background (The profile & background may be appended as a separate enclosures). The relationship of the individual signing the papers with the Company/TV Channel along with supporting documents.	
2.	Date of establishment of the company/TV Channel. Detail of Registration No. of the Company. Location of Head office, Regional Office & Branch Office.	
3.	Please specify whether you are submitting your Bid as a Proprietor, Partner/Director of the Company.	
4.	Name of the Proprietor/Partners/Directors of the Company together with technical qualifications. Organizational status. Manpower strength & details of Key Personnel.	
5.	Past experience in the field along with performance certificates (please enclosed testimonials documentary evidences). The period, value latest proof in support of viewership be enclosed.	
6.	Annual turnover in the last three viz 2013-14, 2014-15 & 2015-16 as per the audited Balance Sheet, a copy whereof be enclosed.	•
7.	a) PAN (proof to be enclosed) b) Income Tax Return Statements/Income Tax Assessment Order (For the last three years to be enclosed) c) (Service Tax Registration No.	



8.	Duration of validity of bid (Six months from the last date of receipt of Bids)	
9.	Does the bidder owe by himself or by proxy or on behalf of any other person any money/dues in connection whatsoever to the Shrine Board.	
10.	Please indicate if you are holder of an international certification such as ISO	
11.	No. & names of the Channels on which the live telecast is proposed	
12.	Whether the programmes aired by the channel are predominantly religious/spiritual in content. The bidder to indicate the cumulative time slot for such programmes.	
13.	Whether the bidder intends to transmit the live Shri Shiv Khori Shrine Board's Arti abroad & whether it has the permission of the Competent Authority (s) to do so.	
14.	Whether the documentary proof regarding the permission of the Ministry of Information & Broadcasting issued in favour of the company for carrying out the relevant operations enclosed as per the eligibility conditions. Please enclose the relevant documents.	

I certify that I am authorized to furnish the information given above on behalf of the Company I represent & that it is true to the best of my knowledge & belief (Copy of the necessary authorization letter enclosed).

Signature of bidder

(Name in Block Letter)

Name of the Company address Date:
Place:

