

ANNEXURE-1

NON-COMPREHENSIVE AMSC SPECIFICATIONS, TERMS AND CONDITIONS FOR DDC SYSTEM OF HVAC SYSTEM

Sl. No.	Particulars	Details
1	Name of work	Non-Comprehensive Annual Maintenance Service Contract (AMSC) for DDC System of HVAC System at Space park Ac plant, AITF2, HDI, SSIF, MSA and APD/VTF ,Heat pipe in URSC-ISITE campus.
2	Location	ISITE Campus, URSC, Marathahalli, Bengaluru-560037
3	Scope of work	As per Annexure - I
4	No. of Air conditioning equipment connected through DDC	As per Annexure - 2
5	Contract agreement	This subject Purchase Order agreement is entered between U R Rao Satellite Centre, Bangalore referred as 'Department' and the firm who gets the contract is termed as 'Contractor'.
6	Terms & Conditions	
a	Validity of Contract	03 years from the date of issue of Purchase Order.. However, URSC reserves the right to curtail the period of Contract by giving 30 days prior notice.
b	Periodicity of Maintenance	Monthly
c	Service	36 Preventive Maintenance Services in three years and Unlimited break down calls at free of cost.
d	Bill submission	All bills to be addressed to the Accounts Officer, U. R. Rao Satellite Centre, Vimanapura Post, Bangalore-17 through Engineer-in-charge, U. R. Rao Satellite Centre, Bangalore along with original service report duly certified by nodal point.
e	Payment	No advance payment will be made. Payment will be made on quarterly basis on submission of service report along with invoice duly signed and certified by the authorized Departmental official.
f	Timings	Preventive maintenance services shall normally have carried out by the Contractor only on working days between 8.30 am to 5.00 pm (Monday to Friday) in the presence of Departmental Engineer / Representative.
g	Emergency calls	Emergency calls after office hours even on holiday as and when required, shall be attended by the Contractor without any additional charges.
h	Down Time compensation	In case, if the Break-Down calls are not attended within 08 Hours of lodging the complaint, Down-Time Compensation @ 0.5% of the Service Charges applicable to the particular Unit / System /

		Equipment etc., per day shall be recovered from the Service Provider.
i	Extension of contract	In case of preventive maintenance service is not carried out by the contractor within the specific block period for reasons beyond the control of the contractor, the Department will have option to extend the period of Contractor proportionately with same rates, terms and conditions.
j	Repair work	The Contractor shall make all efforts to repair the system covered under this contract at the Department premises. In case of any major repair works that requires materials and parts of equipment to be taken out, the same shall be carried out as and when required with consent of the Department. In case any systems covered in this contract is to be taken out to Contractor's premises / workshops for repairs, bank guarantee for equivalent amount of the equipment shall be submitted by the Contractor. The Bank Guarantee shall be kept valid till receipt & acceptance of the equipment sent for repair.
k	Alterations in the contract	The Department reserves the right to delete or include any of the system in the existing contract. However, rates for inclusion of new similar systems into the contract shall be on pro-rata basis mutually worked out and agreed upon by the parties.
l	Price, GST, duties	The rate quoted for AMSC of DDC System shall be firm and fixed. There shall not be any price revision during the tenure of the contract and till further extension of contract on mutual agreed basis. However, any changes in GST or any other statutory levies when applicable will be paid on production of documentary proof.
m	Relocation/ shifting of equipment	The Department reserves the right to relocate the system under this contract as and when necessary within Bangalore.
n	Failure of contractor	The Department reserves the right to revoke the AMSC in part or in full or entrust the contract with any other Agency in case Contractor fails to comply with contractual obligations during the currency of the contract. The Contractor shall be responsible for any loss to the Department as a result of non-compliance of the contractual obligations and breach of trust.
o	Termination of contract	It shall be open to Department to terminate this contract at any time during the currency of the contract by giving one month prior notice to the Contractor in writing.
p	Damages to Department property and or injury to Contractor's workers	In the event of any damages to the Department property or personal injury or to the Contractor personnel due to the negligence of the Contractor's Employees, the responsibilities shall solely rest upon the Contractor.

q	i. Safety measures	Safety measures for the contract staff during the work shall be sole responsibility of the Contractor. Department will in no way entertain any claims towards this. No service such as medical benefits, insurance benefits will be supported by the Department.
	ii. Safety Procedure	<p>Since the contract is for maintenance of DDC System of HVAC System in critical areas, the contractor is required to provide extra safety measures throughout the contract period. The following guide lines/ instructions shall be followed in addition to the standard practice.</p> <ol style="list-style-type: none"> 1. The safe maintenance of the DDC System under the contract is whole and sole responsibility of the contractor. 2. Safety of the maintenance staff engaged by the contractor is whole and sole of the contractor. 3. The contractor should ensure that all personnel engaged by him are adequately trained to carry out scope of work and adopt/follow other safety procedures while performing maintenance.
r	Safety equipment and uniforms	The maintenance team should be provided all required safety item and equipment, by the Contractor at their own cost. No reimbursement shall be made by URSC/ISRO.
s	Accessories and Tools	All the accessories and tools necessary for AMSC Service shall be provided by Contractor only.
t	Spares	The Service Receiver shall arrange to provide Spare Parts as and when required for Repair/Maintenance. In case, Spare Parts are not available with the Service Receiver, the same shall be provided by the Service Provider against payment including Taxes, if any. The Genuine Spares shall be supplied or incorporated/replaced into the System only after a written confirmation is issued by the Service Receiver. The old/worn out parts replaced by new parts shall be the property of the Service Receiver and hence to be surrendered to the Service Receiver and due acknowledgement to be obtained from the Focal Point, URSC. Standard warranty for replaced part shall be provided, wherever applicable.
u	Worn out and defective parts	The worn out and defective parts shall be the property of the Department.
v	Consumables	All consumables such as cotton waste, baniyan waste etc., for the maintenance shall be arranged by the Contractor.
w	i) Disputes addressal	Disputes if any arising out of this contract shall be referred to the Director, U R Rao Satellite Centre or the authorized nominee for the arbitration.
	ii) Arbitration	In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled

		amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act, 1996 together with amendments thereto or any modification thereof. The expenses for the Arbitration shall be shared equally or paid as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The "Seat" for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be "English" only.
x	Jurisdiction for legal matters	The court at Bangalore only shall be jurisdiction to deal with and decide any legal matter or disputes whatever arising out of this contract.
y	Engineer in charge	Engineer from AC and Mechanical Division of Construction and Maintenance Group shall be the Engineer-in-charge for interactions regarding maintenance work, replacement of spares /procurement of spares.
z	Security procedures	Contractor shall register the list of all items, tools and accessories etc., brought inside the campus every time at the security gates.
	i) Security deposit	The Service Provider shall execute Security Deposit (SD/e-PBG) for three percentages (03%) of the value of Purchase Order/Contract. The SD/e-PBG shall be executed through an Account Payee Demand Draft or Fixed Deposit Receipts or Bank Guarantee (BG) issued by a Nationalized Bank/Scheduled Bank valid for a period of Sixty Days (60 days) beyond the date of the validity of Purchase Order/Contract. The BG shall be executed on a Non-Judicial Stamp paper of Rs.200/- as per our specimen. In case the Service Provider fails to furnish the SD/e-PBG within 30 days after the receipt of PO or on signing of the contract or any extension thereof, the Purchase Order/Contract shall be cancelled or terminated. The EMD, if any, executed shall be forfeited and appropriate penal action shall be initiated. The SD/e-PBG will not carry any interest and shall be returned after completion of all the obligations of the contract with a No-Claim Certificate issued by the contractor. Central Public Sector Undertakings (PSUs)/Public Sector Enterprises (PSEs)/ Autonomous Bodies are exempted from payment of SD/e-PBG, and instead, an indemnity Bond shall be executed in lieu of SD/e-PBG.

	ii) Compensation for Damages caused for Persons Goods, Property:	<p>The Service Provider shall indemnify and hold harmless, URSC and /or any Officer, Employees or assignee thereof, against any loss, damage or expense resulting from damage to property or personnel injury arising out of willful misconduct or gross negligence of the Service Provider or their personnel in the execution of the work under this Contract. The Service Provider shall, at its expense defend any suit or proceedings brought against URSC on account thereof, and shall satisfy all judgments and pay all expenses, which may be incurred by or rendered against them, or any of them in connection therewith.</p> <p>1) URSC shall not be responsible for any damages, loss, claims, financial and other injury for any workforce in course of their performance of their duties or for payment towards any compensation.</p> <p>2) The Service Provider shall be responsible for any loss or damage caused to URSC property/personnel due to the negligence of the workforce and, shall make good the losses.</p>
aa	Transport medical, accommodation & canteen facility	Department will not extend transport, medical, accommodation and canteen facility to the Contractor's Employees. Contractor should make their own arrangements in this regard.
ab	Entry pass	The necessary entry pass for the Contractor's employees to undertake maintenance work at URSC- ISITE premises will be issued by the Department. Contractor shall intimate the identified personnel prior to the week for necessary pass approval. Employees with good credentials and character shall only be engaged.
ac	Security checks	Since the premises (URSC-ISITE Campus) is under CISF, the Contractor and their personnel shall undergo security checks and observe all security measures that are in force. Contractor shall be responsible for any act of theft or fraud committed by their personnel during the currency of contract.
ad	Applicable Law	The contract shall be interpreted, construed and governed by the laws of India.
ae	Subletting of Contract	The contractor shall not be sublet, transferred or assigned to any other firm by the Service Provider without the prior written approval of Department.
af	Entire Purchase Order	The Terms and Conditions herein contained or incorporated constitute the entire Purchase Order between the Parties hereto and shall supersede all previous communication representations or agreements, either oral or written between the parties hereto with respect to the subject matter hereof and no agreement or understanding varying or extending the

		same shall be binding upon either party unless in writing, signed by a duly authorized officer or representative hereof.
ag	Parallel Contract:	Service Receiver reserves the right: i. To enter into Parallel Contract simultaneously or at any time during the period of the Contract with one or more Service Providers. ii. To place adhoc Contract[s] simultaneously or at any time during the period of Contract with one or more Service Providers.
ah	Force Majeure:	<p>Neither party shall bear responsibility complete or partial non-performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the Purchase Order/Contract], if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock out, freight embargo, acts of the Government either in its sovereign or its contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of state authorities or any other Circumstances beyond the control of the parties that have arisen after the conclusion of Purchase Order/Contract. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended. The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 7 days from the date of the occurrence and cessation of the force majeure condition/s. In the event of delay lasting over one month, arising from force majeure causes, the Purchaser reserves the right to cancel the contract</p> <p>without any obligation to compensate the Tenderer in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event. Any Certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carryout complete or partial performance of an obligation for more than 60 days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability.</p>

SCOPE OF WORKS FOR NC-AMSC FOR DDC SYSTEM

1. AMSC to be carried out on **Monthly basis** and attending to limitless break down calls including replacing of spares etc. (Note: The necessary spares will be procured & supplied by the Department).
2. Evaluating the functioning of DDC Systems during the period b/w successive visits and taking corrective measures wherever necessary.
3. Attending to the unlimited problems/complaints observed by the Department/ Servicing agency including checking & rectifying the same within short notice.
4. Checking & servicing of all type of DDC components, VFD's, Actuators, Controllers, sensors, cabling, contactor etc., connected to Air conditioning system.
5. Checking the actual performance of DDC system/VFD/3 way mixing valves/actuators/sensors etc. and rectification of same.
6. Any screen modifications/control logic changes for the available I/O points, checking and correcting the set parameters if required.
7. Submitting reports/recommendations to the Department after every visit for smooth and trouble-free operation of the DDC and AC systems. The reports shall detail the reasons and root cause for the failed or damaged DDC components.
8. Vendor shall provide all necessary support to the existing makes DDC System in case of any malfunction, upgradation of Software and incorporation of any new AC System.
9. Vendor shall support with DDC Spares / Equipments compatible to the existing makes Controllers / DDC System for Equipment connected through DDC system.
10. Software updates and installation of software in case servers are changed also has to be done by Vendor.
11. Evaluation of log readings of previous months and to take corrective measures wherever necessary.
12. Prior Permission shall be sought for getting any software/pen drives/CDs/laptops indicating complete details of the device, intended to bring inside including its purpose in details.
- 13.** Contractor shall submit payment invoice on quarterly basis with certified service reports.

Vendor Compliance Sheet

Sl. No	Description	Yes/No	Remarks
1	Complying to maintenance schedule of DDC System of HVAC System on monthly basis.		
2	Complying to scope of work in maintenance		
3	Vendor should be available 24x7 for breakdown and emergency call on priority basis.		
4	Duly signed and sealed annexures , DDC AMSC specifications, Terms and Conditions copies shall be submitted along with Technical Bid.		

I, hereby declare that I have gone through clearly and understood the terms & condition along with maintenance and safety procedure and also confirm that the offer now submitted is totally in agreement with tender terms & conditions & deviation if any, specifically brought out in my Techno-commercial offer.

Company Seal & Signature