

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LABORATORY FOR ELECTRO OPTICS SYSTEMS (LEOS)
BANGALORE**

Tender for AMSC AND CALIBRATION FOR TWO AXIS RATE TABLE

Bids to be submitted online

Tender No.: LEOS/LEOS/LE202200046201 dated 17-02-2023

A. Tender Details

Tender No : **LEOS/LEOS/LE202200046201**

Tender Date : **17-02-2023**

Tender Classification: **SERVICES**

Purchase Entity : **LEOS**

Centre : **LABORATORY FOR ELECTRO OPTICS SYSTEMS
(LEOS)**

AMSC AND CALIBRATION FOR TWO AXIS RATE TABLE

AMSC AND CALIBRATION FOR TWO AXIS RATE TABLE

A.1 Tender Schedule

Bid Submission Start Date : **15-03-2023 10:00**

Bid Clarification Due Date : **31-03-2023 17:00**

Bid Submission Due Date : **06-04-2023 17:00**

Bid Opening Date : **07-04-2023 10:00**

Price Bid Opening Date : **17-04-2023 09:00**

B. Tender Attachments

Technical Write-up/Drawings

Document : specification

Instructions To Vendors

1. Tender Terms & Conditions for AMSC

1. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, the amount quoted in words shall prevail over the amount mentioned in figures.
2. Antecedent Verification: The personnel deployed to Service Receiver premises for carrying out AMSC, Antecedent / Police Verification shall be got done by the successful Service Provider if necessary and such records will have to be produced to Service Receiver on demand.
3. Applicable Law: The Contract shall be Interpreted, Construed and Governed by Laws of India.
4. Arbitration: In the event of any dispute or difference relating to the interpretation and application of the contract/work order, such dispute or difference shall be settled amicably by mutual consultations or through the good offices of the respective parties. If such resolution is not possible then the unresolved dispute or difference shall be referred to the Sole Arbitrator in accordance with the Rules and Procedures of the Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator.
5. Change in the Name and Address of Supplier: In the event of Change in Name and Address of Supplier, Documentary Proof issued by the appropriate Government Authorities shall be produced for such change.
6. Compensation for Damages caused for Persons Goods, Property: The Service Provider shall indemnify and hold harmless, Service Receiver 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 Service Receiver 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.

Service Receiver 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.

7. Conditional Discounts/Offer will not be considered.

8. Deletion/Addition of Units/Systems/Equipment's: LEOS reserves the right to delete/add any Units/Systems/Equipments from the Contract.

9. Down-Time Compensation: In case, If the Break-Down calls are not attend 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.

10. Extension of Contract: In case the Preventive Maintenance Service could not be carried out within the specific block period by the Service Provider for reasons beyond their control, the Service Receiver shall have an option to extend the period of Contract proportionately.

11. For e-Procurement Tenders: The Service Provider[s] may log in to <https://eprocure.isro.gov.in> and submit the Offers through Online only. Manual/Postal Courier/Email/Fax Offers will not be considered. Further, it may be noted that no Manual Tender document will be issued by LEOS in the case of Public Tender.

No Tender Fee shall be payable for submission of Tender through e-procurement.

The Service Provider[s] have to provide Open Authorization as per Tender Schedule defined. The Open Authorization will not be extended under any circumstances. In case Open Authorization as per Tender Schedule is not provided, such Offers will not be considered and it will be treated as invalid.

12. For Non-Comprehensive AMSC: Service Provider shall submit Spares List with prices, which shall be valid till completion of AMSC Contract. As and when required LEOS will place separate Purchase Order for spares. The Genuine Spares shall be supplied or integrated/replaced into the System.

13. Implementation of Government Purchase and Price Preference Policy for MSEs: In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSEs], please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Center or National Small Industries Corporation [NSIC] Registration Certificate along with your offer. The facilities/ benefits will be extended as per orders issued by Ministry of MSME, Government of India, New Delhi or any instructions issued from time to time. The successful MSEs shall execute mandatorily Security Deposit for 3% of the Contract value towards satisfactory execution of the Contract.

14. Income Tax: Income Tax will be deducted at source as may be applicable and Accounts Officer, LEOS will issue necessary I.T Certificate. Please mention PAN.
15. Jurisdiction: The Courts within the jurisdiction of Bangalore shall have to deal with and decide any matter arising out of this contract.
16. Material Bank Guarantee: In case of major repair of the Equipment/Spare Part/Accessory etc., the successful Service Provider shall furnish Bank Guarantee towards the cost of Material to be taken out to Factory/Workshop for carrying out repairs. The BG is to be kept valid till the receipt and acceptance of the repaired unit.
17. Parallel Contract: Service Receiver reserves the right:
To enter into Parallel Contract simultaneously or at any time during the period of the Contract with one or more Service Providers.
To place adhoc Contract[s] simultaneously or at any time during the period of Contract with one or more Service Providers.
18. Payment Terms: Advance Payment if any, will not be considered. Only Pro-rata Payment Monthly/Quarterly/Half Yearly etc., will be considered after completion of service, supported by an Original Service Report and Invoice backed by a Certificate issued by Focal Point, LEOS and duly approved by Authorized Officer.
19. Please provide a copy of Establishment Registration Certificate issued by the Competent Authority.
20. Price: The Price mentioned for the AMSC shall be Firm and Fixed during the tenure of the Contract.
21. Provide BANK DETAILS, contract numbers and Mail ID.
22. PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser.
23. Relocation/Shifting of Units/Systems/Equipments: LEOS reserves the right to relocate/shift the Units/Systems/Equipments as and when necessary.
24. Removal of Equipment to Service Providers Works: The Service Provider shall make best efforts to repair the Units/Systems/Equipments etc., covered under the Contract at the Service Receivers premises. However, in case any equipments covered under this Contract is required to be taken out to Service Providers premises for repair, the same shall be subject to furnishing of Material Bank Guarantee towards the cost of the Units/Systems/Equipments etc., to be taken out for repair.

25. Secrecy and Non-Disclosure Agreement: All the Drawings, Documents, Specifications, Formats, Equipments Data and Components issued by LEOS Satellite Centre, Bangalore in connection with the execution of the Contract shall be handled with utmost care and caution by the Service Provider and shall remain the property of Service Receiver and shall not be passed on or sold or disclose to third parties for any exploitation, commercial or otherwise without the express written permission of Service Receiver.

The Service Provider shall indemnify LEOS Centre, Bangalore from infringement of patents and other copy rights to this effect. This is required in order to protect the interest of Service Receiver as far as the Services are concerned. No hard/Photostat copies will be retained by the Service Provider. The Secrecy and Non-Disclosure Agreement is to be executed by the Service Provider while accepting the Contract,

26. **SECRECYP:** The technical information, drawings, specification and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical informations, drawings, specification and other related documents shall be returned to the Purchaser with

27. **Security Deposit:** The Contractor shall execute Security Deposit for 3% of the value of the Purchase Order to ensure Satisfactory Performance of the Contract as per our specimen. The Security Deposit shall be executed within 20 days after Receipt of Purchase Order or any extension thereof. The Security Deposit is to be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank/International reputed Bank approved by RBI. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. In case the Contractor fails to furnish the Security Deposit within 20 days or any extension thereof the Purchase Order shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the PO including Delivery Period, Security Deposit shall be forfeited and PO shall be terminated and cancelled at the Contractor's risk, cost and liability. The Security Deposit will not carry any interest and will be returned after the completion of the Contract.

28. **Services:** Preventive Maintenance Services shall normally be carried out only on working days between 09.00 AM and 04.00 PM. However, the Service Provider shall attend Emergent calls outside office hours and/or even on Holidays and/or as and when required. It shall be the complete responsibility of the Service Provider to keep the Units/Systems/Equipments etc., covered under this Contract is sound and working condition during the tenure of the Contract.

29. Spare Parts for Comprehensive AMSC: The Service Provider shall be completely responsible to Supply the required genuine Spare Parts at his Cost covered under the Comprehensive AMSC.

The Travel Expenses, Boarding/Lodging for the Service Engineers shall be borne by the Service Provider only.

30. Subletting of Contract: The Contract shall not be Sublet, Transferred or assigned to any other Firm, Person, agencies, etc., without the prior written approval of Service Receiver. In case of violation of this Clause the Service Provider/Contractor shall be solely responsible for any Legal action besides Termination of the Contract.

31. Submission of Bills: Bills should be addressed to Accounts Officer, LEOS, 1st Cross , 1st Stage, Bengaluru-560 058, with a copy to Purchase & Stores Officer(Stores) for information.

32. Taxes: Please specify the correct percentage of Applicable, if any.

33. Termination and short closing of Contract: Under the normal circumstances, termination/ short closing of contract is not foreseen. However, LEOS reserves the right to Terminate the Contract in whole or in part by giving 30 Days prior notice in the following circumstances:-

i. Due to repeated non-performance in the execution of P.O/Contract.

ii. If the Contractor fails to deliver/render the services within the stipulated time schedule or any extension thereof, granted by the Purchaser.

iii. If the Contractor is not in a position to either rectify the defects or offer the Stores conforming to the contracted Quality Standards.

iv. If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items.

v. If the contractor fails to perform any other obligations under this P.O/Contract.

vi. If the Contractor becomes bankrupt or otherwise insolvent.

vii. Owing to deficiency of service, breach of Contract.

viii. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.

ix. If the Contractor fails to Honor the whole or any part of PO/Contract including failure to deliver the Contracted Stores/Render services within the time stipulated in the PO/Contract.

x. If the Contractor is found to have made any false or fraudulent declaration or statement to obtain the Contract or he is found to be indulging in unethical or unfair trade practices.

xi. When both the parties agree mutually.

xii. Any special circumstances, which must be recorded to justify the cancellation or termination of PO/Contract.

xiii. Without assigning any reasons.

34. The Authority of person signing the Tender, if called for shall be produced.

35. The proposal is for entering into Non-Comprehensive Annual Maintenance Service Contract/Comprehensive AMSC for a period of One/Two/Three years as the case may be besides attending to unlimited breakdown calls. The Contract is extendable for One more year upon mutual consent with the same Price, Terms and Conditions.

36. The Service Provider shall provide a copy of valid GST Certificate issued by the Competent Authority.

37. Validity of Offer: The offer should be valid for a minimum period of 180 days from the date of opening of the tender.

38. Warranty/Guarantee: Tenderer[s] are requested to Indicate Applicable Standard Warranty/Guarantee Period. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To and Fro Freight Charges.

39. Performance Bank Guarantee: The Contractor shall execute Performance Bank Guarantee for 3% value of the Purchase Order for fulfilment of Warranty obligations. The PBG shall be executed through Account Payee Demand Draft/ Fixed Deposit receipts or Bank Guarantee issued by a Nationalized Bank/Schedule Bank/International reputed Bank approved by RBI. The PBG shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. The Performance Bank Guarantee shall be executed as per our specimen. The Performance Bank Guarantee shall be executed before claiming payment. The PBG will not carry any interest and shall be returned after completion of all the Contractual obligations of the Contract with a 'NO CLAIM CERTIFICATE' issued by Contractor as per our Specimen enclosed. Adherence to this clause is compulsory or otherwise, the Tender will be rejected.

C. Bid Templates

C.1 Technical Bid - AMSC AND CALIBRATION FOR TWO AXIS RATE TABLE

1. AMSC - NON COMPREHENSIVE

Annual Service, maintenance, service and Calibration Contract for Two Axis Rate Table with High Vacuum Chamber

Item specifications for AMSC - NON COMPREHENSIVE

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Annual Service, maintenance, service and Calibration Contract for Two Axis Rate Table with High Vacuum Chamber		-		
2	Non-comprehensive Annual Maintenance Service Contract		-		
3	Scope of Work for Two Axis Rate table with High Vacuum Chamber-J 21148,	Qty: 01	Yes / No / Explain		
4	System calibration and testing should be carried out one time during the contract period of 1 year		-		
5	The two preventive maintenance and unlimited number of breakdown maintenances should be carried out during the contract period of 1 year Total 2 (two) visits in 12 months including system calibration visit.		-		
6	1. System Calibration and Testing	The system shall be tested for acceleration, Rate stability , Servo bandwidth & Vacuum Test.	Yes / No / Explain		

7	The specification and test procedure shall be as below:		-		
8	1.1 Acceleration Test (with no load & VTC): Using a scope or X(t) recorder, Peak Acceleration & deceleration by monitoring the rate variable output while commanding rate step function as per TP-20000-0000.00.0701-C of the Acceptance Test Plan of the system.		-		
9	1.1.1 Inner Axis :		-		
10	Acceleration: 200 deg /Sec ²		-		
11	Deceleration: 200 deg /Sec ²		-		
12	1.1.2 Outer Axis :		-		
13	Acceleration : 200 deg /Second square		-		
14	Deceleration : 200 deg /Second square		-		
15	1.2 Rate Stability Test (with no Load & VTC)	The rate stability for both axes shall be performed as per TP-20000-0000.00-0501-D	Yes / No / Explain		
16	1.2.1 Inner Axis :	< + 0.0001% over 360 deg average at the following rates	Yes / No / Explain		
17	a). 100 deg /Sec		-		
18	b). 50 deg /Sec		-		
19	c). 10 deg /Sec		-		
20	d). 5 deg /Sec		-		
21	e). 1 deg /Sec		-		

22	1.2.2 Outer Axis :	< +0.05% over 10 deg average for rate < 10 deg / Sec:	Yes / No / Explain		
23	a) 100 deg /Sec		-		
24	b) 50 deg /Sec		-		
25	c) 10 deg /Sec		-		
26	d) 5 deg /Sec		-		
27	e) 1 deg /Sec		-		
28	1.3 Servo Bandwidth (With no Load & VTC)	Use and Excitation signal within 50% of maximum acceleration and record amplitude and phase of ACUTROL Variables VAR 1166/ VAR 1008 Versus Frequency (Bode) as per TP-20000-0000.00-0601-B	Yes / No / Explain		
29	Inner Axis : 20 Hz at -3db/ -90 deg		-		
30	Outer Axis : 15 Hz at -3db/ -90 deg		-		
31	1.4 Vacuum Test As per the Customer Test Profile performed in Customer Acceptance Test (CAT) (Temperature cycling profile of -20 deg C to +60 deg C with a dwell at each temperature limits and a Vacuum level of better than 1X10 E-6 m bar)		-		
32	2. Preventive Maintenance of the System		-		

33	Preventive maintenance including cleaning fan filters of the controller, cleaning of the operator interface, checking of safety interlocks, limits $\text{Sin}^2 + \text{Cos}^2$, Inertia Scaling, Filter Settings and Emergency Stop.		-		
34	3. Break down Maintenance		-		
35	Any deviation in system performance parameters, as given in section 1 above, will be considered as system breakdown. Break down maintenance is for inspection and solution of the problem so that system performance parameters are within the acceptance limits.		-		
36	The Break down maintenance shall be attended within Two working days (48 Hours) of the reporting of breakdown.		-		
37	3.1 All spares are in the scope of LEOS/ISRO,		-		
38	3.2 Offer for the essential spares valid for the AMC period may be included Optionally in the quote. Same shall be ordered during emergency breakdown of the system.		-		

39	3.3 All the complaints regarding system breakdown should be attended within two working days maximum on written complaint by fax, at LEOS and carryout necessary trouble shooting/ rectification of the system.		-		
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Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	System calibration and testing should be carried out one time during the contract period of 1 year		-		
2	The two preventive maintenance and unlimited number of breakdown maintenances should be carried out during the contract period of 1 year		-		
3	Total 2 (two) visits in 12 months including system calibration visit.		-		
4	General		-		
5	a. AMC will be on site and non-comprehensive in nature.		-		
6	b. The AMC duration will be one year.		-		

7	c. AMC can be extended for one more year subject to job satisfaction.		-		
8	5. Performance of the rate table with High vacuum Chamber shall be checked before the contract is taken and the same shall be maintained until the completion of the contract.		-		
9	Note:		-		
10	1. The AMSC cost quoted shall not include the spares needed for Servicing/Repairs.		-		
11	2. In case some spares are required for Servicing/Repairs, a separate estimate should be submitted for the cost of spares.		-		
12	LEOS may directly procure spares from the Supplier of the 2 Axis motion simulator systems or if it is stock item with the local agents in which case we may consider procurement of those defective spare parts.		-		

13	3. Quote with agency certification.		-		
14	4. Quote for Essential Spares with a validity for the AMC period Separately (Optional).		-		
15	5. Initially the AMC will be for a period of one year, but shall be extendable for one more year at the same price.		-		
16	6. Payment : In two equal installments(after six months) payable after successful Job Completion Certificates/service report		-		

Supporting Documents required from Vendor

1. compliance statements

2. Agency certification

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Non-comprehensive Annual Maintenance Service Contract. System calibration and testing should be carried out one time during the contract period of 1 year	Yes / No / Explain	
2	Total 2 (two) visits in 12 months including system calibration visit.	Yes / No / Explain	
3	The two preventive maintenance and unlimited number of breakdown maintenances should be carried out during the contract period of 1 year	Yes / No / Explain	
4	Please provide a copy of Establishment Registration Certificate issued by the Competent Authority.	Yes / No / Explain	
5	The Service Provider shall provide a copy of valid GST Registration Certificate issued by the Competent Authority.	Yes / No / Explain	
6	Price: The Price mentioned for the AMSC shall be Firm and Fixed during the tenure of the Contract.	Yes / No / Explain	
7	The proposal is for entering into Non-Comprehensive Annual Maintenance Service Contract/Comprehensive AMSC for a period of One/Two/Three years as the case may be besides attending to unlimited breakdown calls. The Contract is extendable for One more year upon mutual consent with the same Terms and Conditions.	Yes / No / Explain	

8	<p>Security Deposit: The Contractor shall execute Security Deposit for 3% of the value of the Purchase Order to ensure Satisfactory Performance of the Contract as per our specimen. The Security Deposit shall be executed within 20 days after Receipt of Purchase Order or any extension thereof. The Security Deposit is to be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank/International reputed Bank approved by RBI. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. In case the Contractor fails to furnish the Security Deposit within 20 days or any extension thereof the Purchase Order shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the PO including Delivery Period, Security Deposit shall be forfeited and PO shall be terminated and cancelled at the Contractors risk, cost and liability. The Security Deposit will not carry any interest and will be returned after the completion of the Contract.</p>	Yes / No / Explain	
9	<p>Material Bank Guarantee: In case of major repair of the Equipment/Spare Part/Accessory etc., the successful Service Provider shall furnish Bank Guarantee towards the cost of Material to be taken out to Factory/Workshop for carrying out repairs. The BG is to be kept valid till the receipt and acceptance of the repaired unit.</p>	Yes / No / Explain	
10	<p>Spare Parts for Non-Comprehensive AMSC: The service provider shall be completely responsible to supply the required genuine spare parts at his cost covered under the comprehensive AMSC. The travel expenses,boarding/lodging for the service engineers shall be borne by the service provider only.</p>	Yes / No / Explain	

11	<p>Spare Parts for Comprehensive AMSC: The Service Provider shall be completely responsible to Supply the required genuine Spare Parts at his Cost covered under the Comprehensive AMSC.</p> <p>The Travel Expenses, Boarding/Lodging for the Service Engineers shall be borne by the Service Provider only.</p>	Yes / No / Explain	
12	<p>Payment Terms: Advance Payment if any, will not be considered. Only Pro-rata Payment Monthly/Quarterly/Half Yearly etc., will be considered after completion of service supported by an Original Service Report and Invoice backed by a Certificate issued by Focal Point, LEOS and duly approved by Authorized Officer.</p>	Yes / No / Explain	
13	<p>Submission of Bills: Bills should be addressed to Accounts Officer, LEOS, 1st Cross , 1st Stage, Bengaluru-560 058.</p>	Yes / No / Explain	
14	<p>Taxes: Please specify the correct percentage of Applicable Taxes if any.</p>	Yes / No / Explain	
15	<p>Down-Time Compensation: In case, If the Break-Down calls are not attend 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.</p>	Yes / No / Explain	
16	<p>Income Tax: Income Tax will be deducted at source as may be applicable and Accounts Officer, LEOS will issue necessary I.T Certificate. Please mention PAN.</p>	Yes / No / Explain	

<p>17</p>	<p>Termination and short closing of Contract: Under the normal circumstances, termination/ short closing of contract is not foreseen. However, LEOS reserves the right to Terminate the Contract in whole or in part by giving 30 Days prior notice in the following circumstances:-</p> <p>i. Due to repeated non-performance in the execution of P.O/Contract.</p> <p>ii. If the Contractor fails to deliver/render the services within the stipulated time schedule or any extension thereof, granted by the Purchaser.</p> <p>iii. If the Contractor is not in a position to either rectify the defects or offer the Stores conforming to the contracted Quality Standards.</p> <p>iv. If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items.</p> <p>v. If the contractor fails to perform any other obligations under this P.O/Contract.</p> <p>vi. If the Contractor becomes bankrupt or otherwise insolvent.</p> <p>vii. Owing to deficiency of service, breach of Contract.</p> <p>viii. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.</p> <p>ix. If the Contractor fails to Honor the whole or any part of PO/Contract including failure to deliver the Contracted Stores/Render services within the time stipulated in the PO/Contract.</p> <p>x. If the Contractor is found to have made any false or fraudulent declaration or statement to obtain the Contract or he is found to be indulging in unethical or unfair trade practices.</p> <p>xi. When both the parties agree mutually.</p> <p>xii. Any special circumstances, which must be recorded to justify the cancellation or termination of PO/Contract.</p> <p>xiii. Without assigning any reasons.</p>	<p>Yes / No / Explain</p>	
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18	<p>Services: Preventive Maintenance Services shall normally be carried out only on working days between 09.00 AM and 04.00 PM. However, the Service Provider shall attend Emergent calls outside office hours and/or even on Holidays and/or as and when required. It shall be the complete responsibility of the Service Provider to keep the Units/Systems/Equipments etc., covered under this Contract is sound and working condition during the tenure of the Contract.</p>	Yes / No / Explain	
19	<p>Removal of Equipment to Service Providers Works: The Service Provider shall make best efforts to repair the Units/Systems/Equipments etc., covered under the Contract at the Service Receivers premises. However, in case any equipments covered under this Contract is required to be taken out to Service Providers premises for repair, the same shall be subject to furnishing of Material Bank Guarantee towards the cost of the Units/Systems/Equipments etc., to be taken out for repair.</p>	Yes / No / Explain	
20	<p>Extension of Contract: In case the Preventive Maintenance Service could not be carried out within the specific block period by the Service Provider for reasons beyond their control, the Service Receiver shall have an option to extend the period of Contract proportionately.</p>	Yes / No / Explain	
21	<p>Subletting of Contract: The Contract shall not be Sublet, Transferred or assigned to any other Firm, Person, agencies, etc., without the prior written approval of Service Receiver. In case of violation of this Clause the Service Provider/Contractor shall be solely responsible for any Legal action besides Termination of the Contract.</p>	Yes / No / Explain	

22	<p>Compensation for Damages caused for Persons Goods, Property: The Service Provider shall indemnify and hold harmless, Service Receiver 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 Service Receiver 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>Service Receiver 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>	Yes / No / Explain	
23	<p>Antecedent Verification: The personnel deployed to Service Receiver premises for carrying out AMSC, Antecedent / Police Verification shall be got done by the successful Service Provider if necessary and such records will have to be produced to Service Receiver on demand.</p>	Yes / No / Explain	
24	<p>Parallel Contract: Service Receiver reserves the right: To enter into Parallel Contract simultaneously or at any time during the period of the Contract with one or more Service Providers. To place adhoc Contract[s] simultaneously or at any time during the period of Contract with one or more Service Providers</p>	Yes / No / Explain	
25	<p>Applicable Law: The Contract shall be Interpreted, Construed and Governed by Laws of India.</p>	Yes / No / Explain	
26	<p>Jurisdiction: The Courts within the jurisdiction of Bangalore shall have to deal with and decide any matter arising out of this contract.</p>	Yes / No / Explain	

27	<p>Secrecy and Non-Disclosure Agreement: All the Drawings, Documents, Specifications, Formats, Equipments Data and Components issued by LEOS Satellite Centre, Bangalore in connection with the execution of the Contract shall be handled with utmost care and caution by the Service Provider and shall remain the property of Service Receiver and shall not be passed on or sold or disclose to third parties for any exploitation, commercial or otherwise without the express written permission of Service Receiver.</p> <p>The Service Provider shall indemnify LEOS Centre, Bangalore from infringement of patents and other copy rights to this effect. This is required in order to protect the interest of Service Receiver as far as the Services are concerned. No hard/Photostat copies will be retained by the Service Provider. The Secrecy and Non-Disclosure Agreement is to be executed by the Service Provider while accepting the Contract,</p>	Yes / No / Explain	
28	<p>Arbitration: In the event of any dispute or difference relating to the interpretation and application of the contract/work order, such dispute or difference shall be settled amicably by mutual consultations or through the good offices of the respective parties. If such resolution is not possible then the unresolved dispute or difference shall be referred to the Sole Arbitrator in accordance with the Rules and Procedures of the Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator.</p>	Yes / No / Explain	
29	<p>Deletion/addition of Units/Systems/Equipments: LEOS reserves the right to delete any Units/Systems/Equipments from the Contract.</p>	Yes / No / Explain	
30	<p>Relocation/Shifting of Units/Systems/Equipments: LEOS reserves the right to relocate/shift the Units/Systems/Equipments as and when necessary.</p>	Yes / No / Explain	

31	Change in the Name and Address of Supplier: In the event of Change in Name and Address of Supplier, Documentary Proof issued by the appropriate Government Authorities shall be produced for such change.	Yes / No / Explain	
32	Implementation of Government Purchase and Price Preference Policy for MSEs: In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSEs], please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Center or National Small Industries Corporation [NSIC] Registration Certificate along with your offer. The facilities/ benefits will be extended as per orders issued by Ministry of MSME, Government of India, New Delhi or any instructions issued from time to time. The successful MSEs shall execute mandatorily Security Deposit for 10% of the Contract value towards satisfactory execution of the Contract.	Yes / No / Explain	
33	<p>For e-Procurement Tenders: The Service Provider[s] may log in to https://eprocure.isro.gov.in and submit the Offers through Online only. Manual/Postal Courier/Email/Fax Offers will not be considered. Further, it may be noted that no Manual Tender document will be issued by LEOS in the case of Public Tender.</p> <p>No Tender Fee shall be payable for submission of Tender through e-procurement.</p> <p>The Service Provider[s] have to provide Open Authorization as per Tender Schedule defined. The Open Authorization will not be extended under any circumstances. In case Open Authorization as per Tender Schedule is not provided, such Offers will not be considered and it will be treated as invalid.</p>	Yes / No / Explain	
34	Validity of Offer: The offer should be valid for a minimum period of 120 days from the date of opening of the tender.	Yes / No / Explain	

35	All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, the amount quoted in words shall prevail over the amount mentioned in figures.	Yes / No / Explain	
36	The Authority of person signing the Tender, if called for shall be produced.	Yes / No / Explain	
37	Conditional Discounts/Offeres will not be considered.	Yes / No / Explain	
38	SECURITY: The technical information, drawings, specification and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical informations, drawings, specification and other related documents shall be returned to the Purchaser with	Yes / No / Explain	
39	PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser.	Yes / No / Explain	
40	Provide BANK DETAILS, contact numbers and Mail ID.	Yes / No / Explain	
41	Spare list shall be submitted along with the offers and the rate should be valid during the AMSC period	Yes / No / Explain	
42	Warranty/Guarantee: Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To and Fro Freight Charges.	Yes / No / Explain	

43	<p>Performance Bank Guarantee: The Contractor shall execute Performance Bank Guarantee for 3% value of the Purchase Order for fulfillment of Warranty obligations. The PBG shall be executed through Account Payee Demand Draft/ Fixed Deposit receipts or Bank Guarantee issued by a Nationalized Bank/Schedule Bank/International reputed Bank approved by RBI. The PBG shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. The Performance Bank Guarantee shall be executed as per our specimen. The Performance Bank Guarantee shall be executed before claiming payment. The PBG will not carry any interest and shall be returned after completion of all the Contractual obligations of the Contract with a NO CLAIM CERTIFICATE issued by Contractor as per our Specimen enclosed. Adherence to this clause is compulsory or otherwise, the Tender will be rejected.</p>	Yes / No / Explain	
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C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	AMSC - NON COMPREHENSIVE Annual Service, maintenance, service and Calibration Contract for Two Axis Rate Table with High Vacuum Chamber	1.00 Years		-		