

**Part-2: NSIL Response to bidders Queries on RFP ref. no. NSIL/RFP/MSS/TXP/2023/01 dated 12th June 2023**

22<sup>nd</sup> July 2023

SI. No.	RFP Volume	Section Sec	Page #	Content in RFP	Proposed Content	Clarification for Requested Change	NSIL Comments
1.	VOL I	3.17.2.c	27		The Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers all obligations of the Eligible Bidders, mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services, including transportation of system/hardware to Authority designated site locations.	Provide list of end destination / harbour with Area Pin Code and Quantity at each Location. Quantity cannot be varied later by Authority.  The 'overall responsibility' of the vendor shall exclude responsibilities of the govt agencies involved in the project.	Refer Corrigendum-II
2.	VOL I	ANNEX 7.13 POINT NO. 1	63	Packaged Proto units along with installation mast/ structure and accessories	Packaged Proto Units	As mentioned above, the boat shall be considered unserviceable entity in the absence of Mast, Cabin and Boat battery. The boat owners at times do not allow to make any modifications / fitments to their boat / cabin. Hence it shall be the responsibility of the user/authority/DoF to ensure that boat owners provide the mast for fitment of ODU and a place holder inside for fitment of IDU.	Refer Corrigendum-II

3.	VOL I	7.13 POINT NO. 2	63	Packaged Final transponder units with mast/structure and all required accessories to the designated PAN India Locations		Packaged Final transponder units and all required accessories to the designated PAN India Locations	Same comment as above	Refer Corrigendum-II
4.	VOL II	2.2. v	86	Vendor needs to provide Battery replacements at one centre (preferably at major location) to each User			The battery is expected to last for about 6 months. Subsequently, the cost of replacement of the battery shall be borne by the end-user/agency/NSIL and this is not included in the overall cost. Major location is NSIL? Or please specify.	Overall warranty for two years shall be quoted separately as given in the format for Financial Bid of Corrigendum-II to RFP.  All consumables & spares including in-built battery of Xponders are to be supplied by bidders at no cost till the warranty period of two years

5.	VOL II	2.2 ii, 2.3 Note i	85 & 87	All the terminals shall be delivered & installed on boats located at 9 coastal state and 4 union territories across the country. Minimum average of 25-30 terminals per day on weekly basis (minimum 150 terminals per week) will be provided for installation by user agency. The number of Xponders and location of supply will be provided after placement of order.		All the terminals shall be delivered & installed on boats located at 9 coastal state and 4 union territories across the country. Minimum average of 25-30 terminals per day / per site basis (minimum 150 terminals per week) will be provided for installation by user agency. NSIL/ISRO/DOF shall release a	The no of transponder & supply location has to be provided immediately to calculate the cost of logistics, insurance & transportation.	Refer corrigendum-II
6.						Government order mandating the deployment of Xponders all govt approved boats. a senior authorised official (Inspector rank & above) at each site who shall be entrusted with the responsibility to	Any delay in allocation of boats after the units have been delivered at site shall be added to overall installation schedule. For example, if the team gets only 5 boats instead of 25 then there is a productivity loss of 20 boats per day / site. This needs to be taken into account in the milestones for installation Any issues / clarification arising from boat owner and fishermen has to be handled by ISRO/NSIL/DOF.	Noted

					liase between the bidder, boat owner and govt department.	INSTALLATION IS A PROJECT BY ITSELF NEED DETAILED DISCUSSION!	
7.	VOL II	2.1.6	85	Maintenance/repair of fishing transponder during warranty and AMC  Review, monitor and approve		The bidder shall repair the faulty units at its designated sites. It is the responsibility of the user to bear the logistics for to & for shipment.  Any damages due to mishandling, wear and tear, faulty electrical wiring etc shall be excluded from the repair & warranty claims.	As specified in RFP terms, the warranty should include the responsibility to repair and provide Xponder at designated maintenance sites.  Intentional damages are excluded from warranty period.
8.	VOL II	2.2 vi	86		For any other maintenance requirements, the terminal needs to be dispatched to vendor premises. Any repair should ideally not exceed 2 weeks (time excluding transportation time)	Please specify what does other maintenance means? - During Warranty - Post Warranty - What about if the device is physically damaged - Who will coordinate to ship terminals to Vendor and also advise who would be billed for the same.	Any other maintenance requirements include maintenance other than battery replacement during the warranty period as well as post warranty period.  Other maintenance means repair of non-functional Xponders with a good battery during the life of Xponder.

9.	VOL II VOL I	2.3.6 Annexure 7.13.6	87 64	Two years of warranty for the Xponders from the date of installation and next three year of AMC		<p>Warranty: 24 months from the date of delivery at site (12 months Standard and 12 months extended Warranty excluding batteries). Internal batteries have to be paid separately.</p> <p>AMC : Post 24 months for the next 36 months, provided the AMC is signed up before the expiry of the Warranty period.</p>	<p>Note: The commercial line in financial bid (Annexure 7.13; VOL I, Pg64) is only for the Xponder, installation and Warranty.</p> <p>Should the Warranty be costed out separately?</p> <p>What about batteries? Who will bear the cost of replacement and what is the mechanism to deal with the replacements?</p>	Refer corrigendum-II
10.	Volume II	Chapter 2, Section 2.1	84 & 85	Details of scope of work Table A, Point 6			<ol style="list-style-type: none"> <li>1. Please clarify CAMC or Non-CAMC. Also specify the AMC T&amp;C.</li> <li>2. Include the line item in the financial bid format.</li> </ol>	Bidder shall provide quotation for CAMC and Non-CAMC both as per the Corrigendum-II to RFP. Bidder to refer RFP terms including clause 2.2.

11.	Vol Section 1.2	1.2/ Page 10	<p>NSIL has planned to release two sections of RFPs to engage vendor(s) for the overall scope of work of the project viz. 1) RFP for the activities related to Supply, Installation and Commissioning of MSS Terminals and 2) RFP for activities related to establishment, operation, and maintenance of dedicated 9m/11m C-band ground station, hub baseband system, user NMS system etc.</p>	<p>Please add the following: There will be No changes required to be made in the supplied MSS Terminals to work with the activities related to RFP-2</p>	<p>Will there be any changes in HW/SW to be incorporated in MSS Terminals Supplied as per NSIL RFP-1, when the new C Band Ground Station, hub baseband system, user NMS system etc are established as per NSIL RFP-2</p>	Refer RFP terms at Page. No. 96.
12.	Vol Section 3.16 d	3.16 d Page 21	<p>The contents of the technical bid and financial bid shall also be submitted in digital format along with the signed physical copy of the documents in the same envelope as the technical bid and financial bid respectively.</p>	CD/DVD/USB	<p>Can the Digital Format be on any removable Small Storage Device like CD/DVD/USB?</p>	Yes.

13.	Vol Section 3.17.1 SrNo 2	3.17.1 SrNo 2 Page 22	<p>EMD: The Bidder shall submit Bank Guarantee of requisite amount as indicated in <u>Volume I Section 3.18</u> of this RFP</p> <p>EMD of Rs. 1,00,00,000 (One crore rupees only) shall be made through Bank Guarantee in favour of "NewSpace India Limited.".</p>	EMD Exemption to be considered based on Case to Case Basis.	Request NSIL to exempt MSME Bidders from EMD submission, considering that such bidder has MSME certificate and also many high value ISRO projects have already been successfully executed by such bidder.	Please refer to Sl. No. 24 of Part-1 Response to bidder's queries.
14.	Vol Section 6.3	6.3 / Page 37	<p>Performance Bank Guarantee (PBG): The Bank Guarantees shall be in five (05) parts of totaling 5% of the value of the Contract</p>	PBG Exemption to be considered based on case to case basis	Request NSIL to exempt bidder from PBG submission, considering that such bidder has MSME certificate and also many high value ISRO projects have already been successfully implemented by such bidder.	Please refer to Sl. No. 24 of Part-1 Response to bidder's queries.
15.	Section <b>7.15 Integrity Pact, Para 4.3</b>	Page 70	That the Bidder/Contractor undertakes to get the Pact signed by the Subcontractor(s) and associate(s) whose value of the work		Request NSIL to consider consortium partners (including Start-ups) to be included for the submission of Bids. Also, request the contribution of the consortium partners to be reduced to Rs 5 Crores.	RFP Term prevails

				contribution exceeds Rs 50 Crores (Rupees Fifty Crores.) and to submit the same to the Authority along- with the tender document/ contract before contract signing.			
16.		Vol II Section 2.2	Page 85	Terminal Installation is an integral activity to be undertaken by vendor. The terminals are to be installed across the states at the sites mentioned in RFP.	Terminal Installation is an integral activity to be undertaken by vendor. The terminals are to be installed in each state /UT only at one site as mentioned in RFP.	In each State/UT all the Installation work will be carried out at a specific one Site? Please clarify.	Refer Corrigendum-II
17.		Vol II Section 3.2 ii	Page 90	Discrete reception mode also called power saving mode, where the terminalreceiver will be reconfigured to receive / keep Rx ON periodically for a predefined duration and remain in power off condition for remaining period	Please specify the On /Off Time Periods for the Receiver	Please specify the On /Off Time Periods for the Receiver	Refer to Sl. No. 11 of Table-B, Clause 3.4 of RFP at Page No. 93
18.		Vol II Section	Page 92	Temperature +0°C to +60°C	Temperature +0°C to +55°C	Considering the Temperature conditions in the Subcontinent and easier Component	Refer Sl. No. 3 of Corrigendum-I



		3.4 Point 8				Selection	
19.		Vol II Section 3.4 Point 10	Page 93	DC Power Consumption	Please Specify The Battery Voltage as 14.8VDC and 2.6Ah to be supported	This is to maintain uniformity in Battery Type Selection by all Vendors	Refer Sl. No.1 of Corrigendum-II
20.		Vol II Section 4.2 Point 6	Page 98	Delivery Schedule  Bulk Production as per PO Quantity.  To be specified by vendor and should not exceed more than 6 months from bulk production clearance.	Delivery Schedule  Bulk Production as per PO Quantity.  To be specified by vendor and should not exceed more than 24 months from bulk production clearance.	Considering the long delay concerns in component procurement, NSIL is requested to target a production line of 4000 Units Per month.	Noted
21.		Vol I Section 3.17.1, Para 2, Ser No. 21	Page 26	Acceptance Complete Scope of Work	of Installation and commissioning is subject to the availability of the boats at various Fishing Harbours.	Request NSIL/ respective Fisheries Depts. to ensure the availability of specified Number of Boats for installation. It should not so happen that Vendor team will come for installation and the boats are not available.	Efforts will be made to provide 100 boats per week per district provided sufficient number of transponders are made available at the respective district. Installation may be taken up in camp mode preferably on weekends, schedule for which to be finalized between the vendor and nodal officer of the respective States/UTs. In some of the districts where number of fishing vessels are

							100 or less than 100 numbers as mentioned in the list enclosed, this de minimus condition shall not be applicable.
22.	Volume I, Section 3.18	27	EMD of Rs. 1,00,00,000 (One crore rupees only) shall be made through Bank Guarantee in favour of "NewSpace India Limited.".	EMD of Rs. 1,00,00,000 (One crore rupees only) shall be made through Bank Guarantee in favour of "NewSpace India Limited." and valid upto 3 months beyond bid validity period.	The validity period of bank Guarantee for EMD (Rs. 1 Cr) may be specified.		valid upto 6 months beyond bid validity period
23.	Volume I, Section 5.2	33	Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the contract.	Repeat orders for extra items or additional quantities (upto max 50% of original Qty) may be placed, on the rates and conditions given in the contract within 6 months of the date of original contract.	Repeat order clause: maximum Qty and validity period for placing repeat order may be specified		RFP Term prevails
24.	Volume I, Section 7.13	63	7.13 format for financial bid		The price format does not have the row for AMC cost. Please clarify? Will AMC also to be included in L1 deciding criterion?		Refer corrigendum-II
25.	Volume II, Section 2.2	85	All the terminals shall be delivered & installed on boats located at 9 coastal state and 4 union territories across the country. Minimum		Pls confirm if single warranty support and battery replacement site is sufficient for each state/UT?		RFP Terms prevail

				average of 25-30 terminals per day on weekly basis (minimum 150 terminals per week) will be provided for installation by user agency. The number of Xponders and location of supply will be provided after placement of order.			
26.		Volume II, Section 3.2	89	The S-band transceiver consists of a S-band RF frontend, RF transceiver (AD9364), Digital Modem (ASIC/SDR/FPGA), Baseband controller and other peripherals like Bluetooth, UART etc. An android/IOS application running on a smartphone is used for data exchange with Fishing transponder.			<p>Bidder terminal is designed on the basis of MIDU IC as per ToT from SAC/ISRO. Request to confirm the availability, Pricing and lead-time for MIDU IC for this RFP. Required configuration files for MIDU IC for PoC and production need to be provided by NSIL. Pls confirm.</p> <p>Configuration of MIDU will be provided. It is proposed to facilitate MIDU ASIC availability through an identified third party. Refer SI. No. 130 of Part-1 Response to bidder queries for indicative pricing</p>
27.		Volume II, Section 4.2	97	Table C : Delivery Schedule	As enclosed		<p>As the installation is dependent upon the availability of boats, the responsibility of meeting timelines may need to be shared by user agency. Or Timelines for vendor may be specified upto delivery portion only. Installation</p> <p>Refer RFP with its Corrigendum-II</p>

						timelines may be specified from the availability of boats.	
28.		Volume II, Section 4.2	97	Table C : Delivery Schedule	As enclosed	<p>We understand that timelines are as given below:</p> <p>a) Delivery of 20 nos of qualified proto terminals: T0 + 16 weeks</p> <p>b) Start of Bulk production: T0 + 6 months</p> <p>c) Delivery and installation of terminals : T0 + 24 months</p> <p>Please confirm if above is correct? 18 months time period is required for production and installation from the date of production clearance, as Qty is very high. Installation timelines may be defined from the date of availability of boats.</p>	Refer RFP terms with corrigendum-II
29.		Volume II, Section 4.3	98	Payment Schedule	As enclosed	<p>As Qty allocated to a single bidder can vary from 20,000 to 1 Lakh, payment schedule needs to be specified in terms of %age of terminals rather than absolute numbers.</p> <p>Also 5% payment withholding till warranty or AMC period will put unnecessary financial impact on the vendor. Instead Bank Guarantee for warranty period may be asked. Payment schedule for AMC period shall be separately defined.</p>	<p>Noted. Payment schedule w.r.t. each of the selected vendor will be specified in Purchase order.</p> <p>Refer Corrigendum-II for the payment schedule of last 5% payment</p>

30.		Volume II, Section 4.3	98	Payment Schedule	As enclosed	As Installation activity is dependent upon user agency providing boats, payment schedule for terminal cost may be linked to delivery of terminals on prorata basis. Payment of installation cost may only be linked with installation on prorata basis. Price bid format already has separate rows for price and terminal and cost of installation.	RFP Terms prevail
31.		Volume III, Section 1.13	111	Authority shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by Vendor solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. Vendor undertakes to disclose		NSIL has asked for all design & manufacturing data and source code with IPR. What use is envisaged by NSIL for this data in future? Bidder already has ToT agreement with SAC/ISRO for license production of these terminals with IPR retained by SAC/ISRO. Source code of Modem is also not available with Bidder. Please comment?	Refer SI. No. 86 of Part-1 response to the bidder queries

				all such Intellectual Property Rights arising in performance of the Services to the Authority, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the Authority.			
32.		Volume III, Section 1.16	113	Two years of warranty for the Xponders shall be provided by the bidder from the date of acceptance of installation and commissioning of Xponders as per the requirements provided in this RFP		When will warranty start? Will it be from the date of installation of individual terminals or from the date of installation of last Terminal? In case of physical damage to terminal due to sabotage, misuse, negligence, accident etc, how will the cost of replacement be recovered by vendor?	Refer Corrigendum-II
33.		Volume III, Section 2.2	123	i. If the vendor fails to carry out the work laid out in the scope of work of any or all of the goods as per the contract, within the time period(s) as specified in the this RFP, the Authority without	0.5 % per week or part thereof of contract value on delayed part of delivery or installation, max LD to 10% of the contract value of delayed part of delivery or installation	LD on the basis of milestone is defined in the RFP. More clarity is required in LD clause. e.g. if delivery of proto terminals is delayed, how LD will be calculated? Further it is requested to define LD on basis on delayed items or delayed services portion only instead of full milestone basis. This will	NSIL confirmed that LD is on delayed items. Refer Corrigendum-II

				prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5 % per week or part thereof of contract value for a milestone. ii. The deduction shall not in any case exceed 10% of the contract value.			avoid unnecessary financial impact on financial viability of the project, but at the same time protect the interest of the NSIL.	
34.	General Query						As per ToT agreement, royalty is payable for terminals sold by bidder to any customer except SAC/ISRO or any unit of Department of Space. Please confirm that bidder is not required to pay royalty for this RFP?	As per TT terms, no royalty to be paid for supply to DOS entity
35.	General Query						We request you to kindly extend the due date of submission of tender by 4 weeks from the date of reply to queries. This will help us in submission of fully responsive, most competitive and technical compliant bid taking into account all clarifications provided by NSIL	Please refer to NSIL website for any updates.
36.	NA	NA	NA	NA	NA	NA	Voltage parameters of external DC Supply	Yes, battery charging circuit should support 12-24 V DC

37.	NA	NA	NA	NA	NA	NA	Distance between Battery & IDU	10 m maximum
38.	NA	NA	NA	NA	NA	NA	Buzzer Output technical specifications to be provided	3W or better than 100 dB SPL
39.	NA	NA	NA	NA	NA	NA	MIDU & FIM, availability of MIDU IC	It is proposed to facilitate MIDU ASIC availability through an identified third party. Refer SI. No.130 of Part-1 Response to bidder queries for indicative pricing
40.	NA	NA	NA	NA	NA	NA	Environmental Specifications Test	Specifications are already given in RFP. Details of testing methodology will be shared after placement of order as part of ATP document finalization. Test methods/procedure are not part of RFP.
41.	NA	NA	NA	NA	NA	NA	Mast/ODU Mounting Specification	It should be mast mounted with a pole diameter adjustable from 3-inch to 8-inch diameter. It is suggested to have a flexible pole mount.
42.	NA	NA	NA	NA	NA	NA	Third party Clarification	NSIL may hire a third party for doing performance evaluation or onsite inspection or factory inspection, if needed.