

**INVITAION OF BIDS
REQUEST FOR PROPOSAL (RFP)**

FOR

**Supply, Installation and Commissioning of MSS Terminals
(Xponders) for Installation of Vessel Communication and
Support system in Marine fishing vessels for Monitoring,
Control, and surveillance (MCS)**



12 June 2023

NewSpace India Limited

[A Government of India company under Department of Space]

ISRO HQ campus
Bengaluru – 560 094

Contents

Volume I : RFP and Instruction to Bidders	8
Letter of Invitation	8
1.1. NewSpace India Limited	10
1.2. Objective of the RFP	10
2. Definitions and Acronyms	11
3. Instructions to bidders	15
3.1. General	15
3.2. Language of Bid submission	15
3.3. Eligibility Criteria	16
3.4. Bidder to Inform	16
3.5. Compliant Bids/ Completeness of Response	16
3.6. Authentication of Bids	17
3.7. Total Responsibility	17
3.8. Deviations and Exclusions	17
3.9. Non-Conforming bids	18
3.10. Late Bids	18
3.11. Acceptance/Rejection of Bids	18
3.12. Disqualification	19
3.13. Bid Validity Period	19
3.14. Withdrawal, Substitution, and Modification of Bids	20
3.15. Bid document costs	20
3.16. Contents of Bid	20
3.17. Bid Document Constituents	22
3.18. Earnest Money Deposit (EMD)	27
4. Evaluation Criteria and Selection Process for Bidder	29
4.1. Opening of Bids	29
4.2. Preliminary Examination of Bids and Responsiveness Test	29
4.3. Clarification on Bids	30
4.4. Evaluation Process	30
5. Terms & Conditions	33

5.1.	Amendment of the RFP	33
5.2.	Right to vary quantity	33
5.3.	Right to Terminate the Process	34
5.4.	Confidentiality	34
5.5.	Fraud and Corrupt Practices	34
5.6.	Conflict of Interest	35
5.7.	Sub-Contracting	36
6.	<i>Award of Contract</i>	37
6.1.	Notification of Award	37
6.2.	Signing of Contract	37
6.3.	Performance Bank Guarantee (PBG)	37
6.4.	Failure to agree with the Terms & Conditions of the RFP	39
7.	<i>Annexures</i>	40
7.1.	State wise allocation of MSS terminals (Xponders)	40
7.2.	Technical bid checklist	41
7.3.	No Cost No Commitment (NCNC) Development Capability Demonstration	48
7.4.	Bid Response cover letter	50
7.5.	Power of Attorney to Authorise Signatory	52
7.6.	Bidder Profile	53
7.7.	Relevant Experience of the Bidder	55
7.8.	Total Responsibility Certificate	57
7.9.	No Deviation Certificate	58
7.10.	Declaration of Non-Blacklisting	59
7.11.	Anti-Collusion Certificate	60
7.12.	Performance Bank Guarantee	61
7.13.	Format for Financial Bid	63
7.14.	Template for Pre-Bid Queries	65
7.15.	Integrity Pact	66
7.16.	NDA	75
<i>Volume II: Detailed Scope of Work, Deliverables, Deliver schedule and Technical Specifications</i>		<i>81</i>
1.	<i>Introduction</i>	<i>83</i>

2.	Scope of Work/ Deliverables	83
2.1.	Details of Scope of Work	84
2.2.	Field Installation & Terminal Maintenance:	85
2.3.	List of Deliverables:	86
	Table B: List of Deliverables	86
3.	Technical details of MSS Network system	88
3.1.	Network Description	88
3.2.	Technical Details of Fishing Transponder	89
3.3.	Salient Features of Xponders:	91
3.4.	Technical Specifications of MSS terminals (Xponders):	92
3.5.	Fisherman smart phone Application feature:	94
4.	Programme Management	97
4.1.	Program Execution Plan	97
4.2.	Delivery schedule	97
4.3.	Payment Schedule	98
	Volume III: Agreement: General Conditions of Contract and Special Conditions of Contract	100
1.	General Conditions of Contract	102
1.1.	Interpretation	102
1.2.	Conditions Precedent	103
1.3.	Key performance measurements	103
1.4.	Commencement and Progress	104
1.5.	Standards of Performance	104
1.6.	Vendor Vendor's Obligations	104
1.7.	Reporting Progress	106
1.8.	Project Plan	107
1.9.	Adherence to safety procedures, rules regulations and restriction	108
1.10.	Statutory Requirements	108
1.11.	Authority's Obligations	109
1.12.	Payments	109
1.13.	Intellectual Property Rights	110
1.14.	Taxes	111

1.15.	Indemnity	112
1.16.	Warranty	113
1.17.	Term and Extension of The Contract (Contract Period)	114
1.18.	Dispute resolution	114
1.19.	Conflict of Interest	116
1.20.	Publicity	116
1.21.	Force Majeure	116
1.22.	Delivery	120
1.23.	Insurance and others	120
1.24.	Transfer of ownership	121
1.25.	Exit management plan	121
2.	<i>Special Conditions of Contract</i>	123
2.1.	<i>Performance Bank Guarantee (Performance Security)</i>	123
2.2.	<i>Limitation of Liability</i>	124
2.3.	<i>Security and safety</i>	125
2.4.	<i>Confidentiality</i>	125
2.5.	<i>Events of default by the vendor</i>	125
2.6.	<i>Termination</i>	127
2.7.	<i>Consequence of Termination</i>	130
2.8.	<i>Defect Liability after Termination</i>	131
2.9.	<i>Change Control</i>	131



NewSpace India Limited (NSIL)
[A Government of India Company under Department of Space]

INVITATION OF BIDS/ REQUEST FOR PROPOSAL (RFP)

Volume I: RFP and Instruction to bidders

Tender Reference Number: Ref. No. NSIL/ RFP/ MSS/ TXP/ 2023/ 01
Date of Publication: 12 June 2023



(This Page is intentionally left blank)

Volume I : RFP and Instruction to Bidders

RFP letter of Invitation

Letter of Invitation



NewSpace India Limited

[A Government of India company under Department of Space]

Ref: NO. NSIL/RFP/ MSS/ TXP/ 2023/ 01

12 June 2023

Sub: **Supply, Installation and Commissioning of MSS Terminals (Xponders) for installation of vessel communication and support system in Marine fishing vessels for monitoring, control, and surveillance (MCS)- Reg**

1. NewSpace India Limited (NSIL), a wholly owned Government of India company under Department of Space (DOS), is the commercial arm of Indian Space Research Organization (ISRO). NSIL as part of its mandate to commercially exploit the products and services emanating from Indian Space Programme, is keen to harness the potential of indigenously developed ISRO technology and provide space-based solutions to meet various requirements including the requirements from Govt. and strategic sector related to telecommunication, broadcasting, security etc.
2. NSIL, hereby invites through this Request for Proposal ("RFP"), the interested bidders for supply, installation, and commissioning of 1,00,000 (One Lakh) MSS terminals (Xponders) across 9 coastal states & 4 union territories locations as listed in Volume1 Annexure -7.1, State wise allocation of MSS terminals (Xponders).
3. The tender/bid in response to this RFP is to be submitted in two parts viz., Technical and Financial bid in two separate sealed covers super-scribing the enquiry reference number, name of the respective bid and due date. Both the sealed covers containing Technical and Financial bids are to be put in one sealed cover duly super scribing the enquiry reference number & due date, failing which the bids will be considered as invalid.
4. The contents of the Technical 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. The digital media shall also be super-scribed with the name of the bidding party, the enquiry reference number, and the name of the respective bid.
5. The address and contact numbers for sending Bid or seeking clarifications, if any, regarding this RFP are given below:

(a)	Bid/Queries are to be addressed to:	Sathish Babu E Dy. Manager, Commercial
(b)	Postal address for sending the Bids:	NewSpace India Limited (NSIL) ISRO HQ Campus New BEL Road Bengaluru-560 094
(c)	Name/designation of the contact person:	Dy. Manager, Commercial
(d)	Telephone numbers of the contact person:	080-2217 2049
(e)	E-mail ID of contact person:	E-mail: sathish.babu@nsilindia.co.in

6. Details regarding cost of the bid document, validity of the bids, mode of submission of bids, evaluation criteria and the EMD to be enclosed and payment terms are defined in detail in the RFP.

7. The RFP consists of three volumes viz.

- a. Volume I : RFP and Instruction to Bidders
- b. Volume II : Detailed Scope of work, Deliverables, Delivery schedule and technical specifications
- c. Volume III : General conditions of contract & special conditions of contract

8. Schedule of the Bidding Process is as follows:

S. No.	Activity	Schedule
a)	Document reference No	NSIL/ RFP/ MSS/ TXP/ 2023/ 01
b)	RFP issue date	12 June 2023
c)	Completion of clarification on RFP queries	19 June 2023
d)	Submission of RFP responses	03 July 2023

-Sd-
[Sathish Babu E]
Dy. Manager, Commercial

Volume I: RFP and Instruction to Bidders

Chapter 1: Introduction

1.1. NewSpace India Limited

NewSpace India Limited (NSIL), a Government of India company under Department of Space (DOS), is the commercial arm of Indian Space Research Organization (ISRO). NSIL has the mandate of enabling Indian Industries to scale up high-technology manufacturing and production base for meeting the demands from domestic and international customers. NSIL's major businesses involves building satellite and launch vehicles; owning and operating satellites; providing launch services onboard ISRO's operational launch vehicles to global customers; providing satellite-based services (Earth observation and communication); establishing ground segment and providing mission support services; and technology transfer to Indian Industries.

1.2. Objective of the RFP

NSIL through this RFP aims to select vendor(s) for Supply, Installation and Commissioning of MSS Terminals (Xponders) for establishing Vessel communication and support system in Marine fishing vessels for monitoring, control, and surveillance (MCS).

The overall scope of work of the project includes establishment of a dedicated MSS Satcom network for supporting Emergency Communication and Tracking of Maritime assets Xponders. This includes establishment of dedicated 9m/11m C-band ground station and hub baseband system within DOF premises, arranging for satellite bandwidth & guiding required service approvals and building satellite terminals for field deployment across 9 coastal states and 4 union territories. NSIL has planned to release two separate 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.

The objective of the present RFP is to seek proposals from bidders for supply, installation, and commissioning of installation of 1,00,000 (One Lakh) user terminals (Xponders) on marine fishing boats (motorised/ mechanised boats) across 9 coastal states & 4 union territories.

Volume I

Chapter 2: Definitions

2. Definitions and Acronyms

Sr. No	Term/ Acronym	Description
1.	Applicable Law(s)	Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
2.	Affected Party	Means Owner or the Contractor whose performance has been affected by an event of Force Majeure
3.	Authority	Shall mean the NewSpace India Limited (NSIL), a Government of India company under Department of Space (DOS), a commercial arm of Indian Space Research Organization (ISRO)
4.	Site/ Location	Means the identified locations for the installations of Xponders in 9 coastal states and 4 Union territories (UTs)
5.	Authorized Signatory	A person who is duly authorised from the bidder through the Power of Attorney (Volume I Annexure 7.5) in respect to take all decisions related to the RFP and sign on behalf of the bidder.
6.	Appointing Authority	for the purpose of arbitration shall be the any person so designated by the Owner.
7.	Arbitrator	means the person or persons appointed by agreement between the Owner and the Contractor to make a decision on or to settle any dispute or difference between the Owner and the Contractor referred to him or her by the parties.
8.	ATP	ATP means Acceptance Test Plan document to be provided by the bidder for qualification of the developed MSS terminals to meet the technical specifications

Sr. No	Term/ Acronym	Description
9.	Bid	Offer by the Bidder to fulfil the requirement of the Purchaser for an agreed price. It shall comprise of a comprehensive technical and financial response to the RFP
10.	Bid Document	The document submitted by the Bidder containing a comprehensive technical and financial response to the RFP
11.	Bid Due date	Shall mean as defined in bidding schedule provided in the letter of invitation in this RFP
12.	Bidder	Shall mean a party or parties being legal person/(s) owned by Resident Indian citizens with at least majority of the Board of Directors being Resident Indian citizens and may be a One Person Company (OPC), Private or Public Company, Listed or Unlisted Company registered in India, who is a legal person as above. A Company would be deemed to be owned by resident Indian Citizens, if more than fifty (50) percent of equity shares of the Company are owned by Resident Indian Citizens or Companies and/ or LLPs registered in India that are, in turn, ultimately owned and controlled by Resident Indian Citizens
13.	BoM	Shall Mean Bill of Material
14.	Completion	Shall mean the fulfilment of the Related Services by the vendor(s) in accordance with the terms and conditions set forth in the Contract
15.	Company	means a body incorporated in India under the Indian Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
16.	Conflict of Interest	A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if: The Bidder(s) (or its members) have common controlling shareholders or other ownership interest; However, this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder (or its members) is only a minor shareholding of less than 5%; OR A constituent of such Bidder is also a constituent of another Bidder; OR

Sr. No	Term/ Acronym	Description
		Such Bidder (or its members) receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder (or its members); OR Any two Bidders have the same legal representative for purposes of this Tender; OR There is access of information or influence between any two Bidders of this Tender by virtue of a relationship, directly or through common third party/ parties; OR Any Bidder (or its members) who has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of this Engagement.
17.	Commissioning	means a project shall be considered commissioned if all equipment/ terminals/ hardware/ software/ firmware, mentioned under the scope of contract, has been successfully installed and ready for operation.
18.	Deliverables	Shall include but not limited to the supply, installation, and commissioning of Xponders as per RFP.
19.	EMD	Earnest Money Deposit
20.	GCC	General Conditions of Contract
21.	Goods	All of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which Bidder is required to deliver under the scope of work.
22.	Intellectual Property Rights	Any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
23.	ISRO	Indian Space Research Organisation
24.	MSS	Mobile satellite services
25.	NDA	Non-Disclosure Agreement
26.	Non-Compliance	Shall mean failure/refusal to comply the terms and conditions of this RFP/ tender
27.	Non-responsive	means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms / pro

Sr. No	Term/ Acronym	Description
		forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD
28.	Notice	a notice; or a consent, approval or other communication required to be in writing under this Contract.
29.	NSIL	NewSpace India Limited
30.	Party & Parties	Shall mean the party and its plural parties has been used to indicate bidder and bidders, the two terms shall hold the same meaning in this document
31.	Required Consents	The consents, waivers, clearances and licenses to use Authority's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that NSIL and their nominated agencies are required to make available to Bidder pursuant to this Agreement;
32.	SCC	Special Conditions of Contract
33.	Selected Party	Shall be defined as Bidder who has been selected through the bidding process and with whom the Authority shall get into a contract for undertaking the work described in this RFP, as defined in this RFP
34.	Sub-Contractor	Shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Authority and the heirs, legal representatives, successors and assignees of such person
35.	Technical Bid	Shall be as defined in <u>Volume I Section 3.17.1</u> of this RFP
36.	Technically Qualified Bidder	The bidder who has submitted the response in compliance with the RFP term and has been meeting the eligibility criteria would be declared as Technically Qualified Bidder.
37.	Tender Evaluation Committee (TEC)	Shall mean the committee formed by the Authority to evaluate the response to this RFP
38.	Xponders	MSS user Terminals to be installed as part of satcom network for establishing vessel communication and support systems on marine fishing boats

Volume I

Chapter 3: Instructions to Bidders

3. Instructions to bidders

3.1. General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and technical details, Bidders must form their own conclusions about the solution(s) needed to meet the requirements of the Authority.
- b. All information supplied by the Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority based on this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by Authority.
- d. Sealed bids shall be received by the Authority at the address indicated in the schedule of the Bidding Process before the time and date specified in the schedule of the Bidding Process.
- e. In the event of the specified date for the submission of tender offers being declared a public holiday, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and intimating the Bidders through e-mail.

3.2. Language of Bid submission

- a. The bid should be prepared and submitted by the Eligible Bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested by the Authorized Signatory) by the Eligible Bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.3. Eligibility Criteria

The bidder shall meet the following technical criteria:

- a. The bidder shall have minimum five (5) years' experience in design and development of Modem, RF transceiver & microprocessor-based systems; and
- b. The bidder shall possess technology/ necessary expertise for developing S band MSS terminals including its firmware/ software for two-way communication for providing tracking solution; and
- c. The bidder shall demonstrate their experience and terminal development capability by means of participating into a demonstration as per details given in Vol. 1. Annexure 7.3 on No Cost No Commitment (NCNC) basis.
 - i. NCNC demonstration is mandatory for consideration of technical and commercial bid for further processing. The performance of NCNC trial and vendor capability will be evaluated by a technical committee and bids of all competent bidders as adjudged by the technical committee will be considered for further processing.
 - ii. Bidders shall send the request for participating in NCNC demonstration with suitable dates. All relevant technical details for demonstration will be shared thereafter. The date of NCNC demonstration should be on or before 25 June 2023.

3.4. Bidder to Inform

- a. The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Delivery Schedule, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries set forth the particulars thereof and submit them to Authority in writing in order that such doubt may be removed, or clarifications are provided. The timeline for submission of Pre-Bid Queries is indicated in the Schedule of the Bidding Process in the letter of invitation in this RFP.

3.5. Compliant Bids/ Completeness of Response

- a. The Eligible Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. The Eligible Bidders must:
 - i. Include all documentation specified in this RFP, in the bid
 - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP

3.6. Authentication of Bids

- a. The Authorized Signatory of the Bidder shall initial all pages of the Technical and the Financial Bids.
- b. Bid should be accompanied by an authorization in the name of the Authorized Signatory of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid as per the attached format in Volume I Annexure 7.5 of this RFP

3.7. Total Responsibility

- a. The Bidder shall issue a statement undertaking total responsibility for delivery of the components and systems described in the Detailed Scope of Work and Technical Specifications (Volume II) of this RFP as per the format mentioned in Volume I Annexure 7.8 of this RFP

3.8. Deviations and Exclusions

- a. Bids shall be submitted strictly in accordance with the requirements and terms and conditions of the RFP.
- b. Bidders are advised not to take any exception/ deviations/ exclusions to the RFP. However, during evaluation of bids NSIL may ask the bidder for clarifications/ confirmations/ deficient documents of its bid. If the bidder still maintains exceptions/ deviations/ exclusions in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.
- c. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Volume I Annexure 7.9 of this RFP

3.9. Non-Conforming bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP.
- ii. If a bid does not follow the format requested in this RFP or does not appear to address any particular requirements of the scope of work.
- iii. If a bid deviates from terms and conditions of the RFP

3.10. Late Bids

- a. Late submission will not be entertained
- b. Authority shall not be responsible for any non-receipt/ non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- c. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- d. Authority reserves the right to modify and amend any of the above-stipulated condition/ criteria with due notice to the respective Bidders.

3.11. Acceptance/Rejection of Bids

- a. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of the Authority shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested by the Authorized Signatory.
- c. In the event of any assumptions, presumptions, key points of discussion, recommendation(s) or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.
- d. If there is any discrepancy in the Financial Bid, it will be dealt with as per the following:
 - i. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.

- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iv. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Authority, the bid is liable to be disqualified.

3.12. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the Eligible Bidders revise their quoted prices without change of scope having been expressly specified by NSIL
- b. The Eligible Bidders' bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents as per the terms and formats provided in this RFP
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage)
- f. Financial bid is enclosed with the same document as the technical bid.
- g. The Eligible Bidders try to influence the bid evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process
- h. In case any one Bidder is found to have common interests with another Bidders' bid, both Bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

3.13. Bid Validity Period

- a. Bid shall remain valid for a period of 90 days from the bid submission date.

- b. On completion of the validity period, the Bid will be deemed to be valid unless the bid is withdrawn by the Eligible Bidder formally (in writing).

3.14. Withdrawal, Substitution, and Modification of Bids

- a. An Eligible Bidder may withdraw its Bid (technical and/ or financial) by writing to the address indicated for bid submission in the schedule of the bidding process prior to final bid submission date indicated in the schedule of the bidding process. Withdrawal of the Bid may lead to forfeiting of the EMD made by the Bidder.
- b. Request for withdrawal of a bids post the bid submission deadline shall normally not be considered, however in case a Bidder still wishes to withdraw a bid post the bid submission deadline the Bidder shall forfeit the EMD and the Authority may give the Bidder a tender holiday including intimation to other government departments.
- c. Bids withdrawn shall not be opened and processed further.
- d. In case a bidder has submitted multiple bids, the latest submitted bid shall be considered

3.15. Bid document costs

- a. The bidders can download the RFP by registering themselves in NSIL website. The cost of the bid document is Rs.5,900/- (Five Thousand Nine hundred only).
- b. The cost of the bid document may be paid in the form of Demand Draft in favour of "NewSpace India Limited" payable at "Bangalore". Bid responses without document cost will be rejected outrightly. The Demand Draft should be kept in a separate sealed cover along with Technical Bid and Financial Bid
- c. The Eligible Bidder shall bear all expenses associated with the preparation and submission of its bid, including expense of presentations, visit to the site/ NSIL/ISRO centres etc. for the purposes of clarification of the bid.

3.16. Contents of Bid

- a. The Bidders shall submit Three envelopes: one containing the Technical Bid the other containing the Financial Bid and the third with Bid document Cost. The envelopes shall be super scribed as ***"Response to Invitation of Bids/Request for Proposal for Supply, Installation and Commissioning of MSS Terminals (Xponders) for installation of vessel communication and support system in***

***Marine fishing vessels for monitoring, control, and surveillance (MCS)-
<insert as applicable> (Technical Bid/ Financial Bid”)***

- b. Under the Bidding Process, Technical Bid of the Eligible Bidders shall be examined with respect to the Technical and Financial Capacity as indicated in Volume I Section 3.17 of this RFP. For the Technically Qualified Bidders, the Financial Bid (Envelope B) shall be opened and the Bidder with the Lowest quote shall be identified as L1 Bidder. The second lowest bidder shall be identified as L2 Bidder and so on as L3, L4...in accordance with the ascending order of their price bids.
- c. NSIL reserves the right to split the contract among technically qualified vendors.
- d. 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. The digital media shall be superscribed with the name of the bidder and the documents inside the digital media should be password protected, the enquiry reference number and the name of the respective bid
- e. The Bidder shall ensure that the information in the signed documents and the Digital Format is identical, if the Authority finds any discrepancy between the signed and digital copies during any stage of the evaluation, the Bidder may get disqualified.
- f. Prices shall not be indicated in the Technical Bid and shall only be indicated in the Financial Bid. Any Technical bid that indicates price(s) is liable to be summarily rejected and the EMD forfeited.
- g. All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- h. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the Authorized Signatory of the Bidder.
- i. All pages of the bid shall be initialled and stamped by the Authorized Signatory of the Bidder.

3.17. Bid Document Constituents

3.17.1. Technical Bid

1. The Bidder Shall submit documentary evidence against each requirement in the Technical Bid. Failure to submit necessary and appropriate documents may lead to rejection of the Bid
2. Failure to meet indicated requirements may lead to rejection of the Bid

Sr. No.	Requirement	Documentary Evidence
1.	Payment of Bid document cost	The Bidder shall submit Demand Draft as indicated in Volume I Section 3.15 of this RFP
2.	Payment of Earnest Money Deposit (EMD)	The Bidder shall submit Bank Guarantee of requisite amount as indicated in <u>Volume I Section 3.18</u> of this RFP
3.	Bid Response Covering Letter	The Bidder shall submit A covering letter to the bid as per the format indicated in Bid Response cover letter <u>Volume I Annexure 7.4</u> of this RFP
4.	Signed and Stamped Copy of the Bid Documents	The Bidder shall submit Bid Document which is duly signed and stamped by the Authorised Signatory in accordance with the Power of Attorney as per format mentioned in <u>Volume I Annexure 7.5</u> of this RFP
5.	Bid checklist	The Bidder shall submit Checklist of bid documents as per format provided in <u>Volume I Annexure 7.2</u> of this RFP
6.	Bidder Profile	The Bidder shall submit A brief profile of the organization as per the format indicated in <u>Volume I Annexure 7.6</u> of this RFP
7.	Power of Attorney for Signing the Bid	The Bidder shall submit A power of attorney to a representative of the Bidder naming

Sr. No.	Requirement	Documentary Evidence
		the individual as an Authorised Signatory as per the format indicated in <u>Volume I Annexure 7.5</u> of this RFP
8.	<p>Legal Status of the Bidder</p> <p>The Bidder shall be registered in India under Companies Act, 1956 or as amended.</p> <p>The Bidder shall be in continuous operation in India for a period of at least 5 years as on the date of the issue of RFP</p>	<p>The Bidder shall submit</p> <ul style="list-style-type: none"> • Copy of Incorporation/ Registration certificate • Copy of PAN card • Copy of GST registration
9.	<p>Status of Ownership and Control of the Bidder</p> <p>The Eligible Bidder shall be legal entities owned by Resident Indian citizens with at least majority of the Board of Directors being Resident Indian citizens</p> <p>The entity/entities bidding as the lead bidder may be a One Person Company (OPC), Private or Public Company, Listed or Unlisted Company registered in India, who is a legal entity as above</p> <p>A Company would be deemed to be owned by Indian Citizens, if more than fifty (50) percent of equity shares of the Company are owned by Resident Indian Citizens or Companies and/or LLPs registered in India that are, in turn, ultimately owned and controlled by Resident Indian Citizens</p>	<p>The Bidder shall submit</p> <p>Regulatory filings indicating the share-holding pattern for the past three years for listed companies or shareholding document filled with Ministry of Corporate Affairs in case of non-listed companies.</p>

Sr. No.	Requirement	Documentary Evidence
10.	Financial stability An undertaking (self-attested) shall be submitted, stating that there has been or is no outstanding bankruptcy, judgment or pending legal action that could impair operations as a going concern.	The Bidder shall submit Certificate signed by the authorized signatory
11.	Track Record The Bidder should not have, during the last five (5) years, either failed to perform on any agreement with either private or government organization, been black listed, or been expelled from any project or agreement or have any agreement terminated for breach of agreement by the Bidder.	The Bidder shall submit Legal Attorney certified letter of undertaking to this effect on the letter head of the company, co-signed by the Bidder's authorized signatory.
12.	Prior experience The Bidder shall have minimum 5 years of experience in design and development of Modem, RF transceiver & microprocessor-based systems;	The Bidder shall submit 1. Work order(s) / Contract(s) clearly highlighting the scope of work, Bill of Material and value of the contract/order as per the format mentioned in <u>Volume I Annexure 7.7 A</u> 2. Work completion certificates to be arranged chronologically
13.	Technology/ necessary expertise for developing S band MSS terminals	The Bidder shall submit 1. Work order(s) / Contract(s) related to S band terminals clearly highlighting the scope of work, Bill of Material and value of the contract/order as per the format mentioned in <u>Volume I Annexure 7.7 B</u>

Sr. No.	Requirement	Documentary Evidence
		2. Self-certificate signed by authorised signatory for this bid highlighting the Technology/ necessary expertise available with the bidder for developing S band MSS terminals
14.	Demonstration of bidder's experience and terminal development capability at No Cost No Commitment (NCNC) basis	The Bidder shall submit i. Written undertaking duly signed by authorized signatory that the bidder will demonstrate their experience and terminal development capability at No Cost No Commitment (NCNC) basis as per the conditions mentioned in <u>Volume I Annexure 7.3</u> within the timeline mentioned in the RFP. ii. The bidder shall carry out the NCNC demonstration on or before the specified date at SAC, ISRO.
15.	Requisite Statutory and Regulatory Licenses to operate required facilities	The Bidder shall submit 1. Factories License 2. Labour License 3. Registration with EPFO 4. Any other relevant license/ permission
16.	Non- Deviation Certificate	The Bidder shall submit Self-certificate signed by Authorized Signatory as per format provided in <u>Volume I Annexure 7.9</u> of this RFP
17.	Non-Blacklisting Certificate The Bidder should not have been blacklisted by any Aerospace and defence manufacturing PSU or government organization in a	The Bidder shall submit Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by Eligible Bidder' authorized signatory as per format provided in <u>Volume I Annexure 7.10</u> of this RFP

Sr. No.	Requirement	Documentary Evidence
	related field as on bid submission date	
18.	Anti-collusion certificate/ Conflict of Interest The Parties who are individually or institutionally, in any manner, involved with the selection/screening process of the RFP, and employees of ISRO are ineligible for applying and submitting a proposal against this RFP.	The Bidder shall submit Self-certificate signed by Authorized Signatory as per format provided in <u>Volume I Annexure 7.11</u> of this RFP
19.	Integrity Pact	The Bidder shall submit Self-certificate signed by Authorized Signatory as per format provided in Volume I Annexure 7.15 of this RFP
20.	Non-Disclosure Agreement	The Bidder shall submit Non-Disclosure Agreement as per the format indicated in Volume I Annexure 7.16 of this RFP signed by Authorized Signatory
21.	Acceptance of complete Scope of Work The bidder shall take responsibility for transponder development, production, installation and commissioning across 9 coastal states and 4 UTs and for carrying all other activities required to complete the scope of work	The Bidder shall submit Self-certificate signed by Authorized Signatory for Acceptance of complete Scope of Work
22.	Presentation on Implementation plan	The Bidder shall submit A Presentation explaining bidder's end-to-end implementation plan including mass production of Xponders, schedule for installation and commissioning across 9 coastal

Sr. No.	Requirement	Documentary Evidence
		states and 4 UTs, smart phone application development etc. to complete the scope of work if awarded with PO/ work order

3.17.2. Financial Bid

- a. The Bidder must submit the Financial Bid to indicate the price as per the format indicated in [Volume I Annexure 7.13](#) of this RFP
- b. The total price quoted for the intended scope of work shall form the basis of comparison between the eligible bidders
- c. 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.
- d. The Bidders shall give the required details of all applicable taxes, duties, other levies and charges including transportation costs, etc. in respect of direct transaction between the Authority and the Eligible Bidder in the financial Bid
- e. Prices quoted by the Eligible Bidder shall remain firm at the time of submitting the bid. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.
- f. No price escalation by the bidders shall be permitted during the contract period. The bidders are advised to quote a firm price that shall be valid for the entire duration of the contract
- g. The Bidders shall quote prices in INR only. Any financial bid not in INR shall be summarily rejected

3.18. Earnest Money Deposit (EMD)

- a. EMD of Rs. 1,00,00,000 (One crore rupees only) shall be made through Bank Guarantee in favour of “NewSpace India Limited.”.

- b. No exemption for submitting the EMD will be given to any agency. EMD in any other form will not be entertained.
- c. For Unsuccessful bidders: The EMD of all unsuccessful eligible bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder (Selected Party). This would normally happen within 6 months from the date specified for receipt of response to this RFP.
- d. For the Selected Party: The EMD of the Selected Party would be returned without interest upon submission of Performance Bank Guarantee by the Selected Party.
- e. In case bid is submitted without the EMD then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- f. The EMD may be forfeited in any of the following circumstances:
 - i. If a bidder withdraws its bid during the period of bid validity period as specified in this RFP and as extended by mutual consent of the respective Bidder (s) and the Authority
 - ii. In case of a successful bidder, if the Selected Party fails to sign the contract in accordance with this RFP or furnish the Performance Security within the period prescribed thereof in the Agreement
 - iii. If the Financial Bid is found to be qualified or conditional
 - iv. If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the RFP.
 - v. If the Bidder is otherwise in breach of the terms of this document.

Volume I

Chapter 4: Evaluation Criteria and Selection Process

4. Evaluation Criteria and Selection Process for Bidder

4.1. Opening of Bids

- a. The Bids received by the Authority shall be opened by the Authority in presence of the Eligible Bidders or their representatives who may choose to be present at the time of opening.
- b. The representatives of the Eligible Bidder shall be required to carry the identity card and a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.
- c. There will be two bid-opening events
 - i. **Technical bid opening**
 - ii. **Financial bid opening**
- d. The venue, date and time for opening the Technical bid will be indicated through emails.
- e. The date and time for opening of the Financial Bid shall be communicated to the Technically qualified Bidder through email.
- f. The Financial Bids of only those Eligible Bidder will be opened who are found to be technically qualified as per the RFP criteria.

4.2. Preliminary Examination of Bids and Responsiveness Test

- a. Authority may constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the Bidder. The Authority / Tender Evaluation Committee (TEC) shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Eligible Bidder may lead to rejection of their bids.
- b. Authority/ TEC shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not

meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

- c. Initial Bid scrutiny shall be held, and bids will be treated as non-responsive, if bids are:
- i. Not submitted in format as specified in this RFP document
 - ii. Submitted without the documents in the manner and format provided in this RFP
 - iii. Submitted without a Document/ Documentary Evidence indicated in the list of Technical bid constituents indicated in Volume I Section 3.17.1 of this RFP
 - iv. Found with suppression of details, or the information provided in the bid amounts to misrepresentation of fact
 - v. With incomplete information, subjective, conditional offers and partial offers submitted
 - vi. Non-compliant to any of the clauses mentioned in this RFP
 - vii. With a validity period less than 90 days

4.3. Clarification on Bids

During the bid evaluation, the Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

4.4. Evaluation Process

- a. The decision of the Authority/ Tender Evaluation Committee (TEC) in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Eligible Bidder to seek clarifications or conformations on their bids.
- b. The Authority/ Tender Evaluation Committee (TEC) reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- c. The steps for evaluation are as follows:
 - i. Stage 1: Technical Bid Evaluation
 - ii. Stage 2: Financial Bid Evaluation

4.4.1. Stage 1: Technical Evaluation

- a. Authority/ TEC shall validate the constituents of the Technical Bid
- b. Authority/ TEC will review the technical bids of the Bidders to determine whether the Technical bids are substantially responsive as per the terms provided in this RFP. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. If the contents of the Technical Bid are as per requirements, Authority/TEC shall carry-out a technical evaluation of the bidder response to this RFP. In case, the Bidder does not meet the conditions, the bidder shall be disqualified.
- d. Financial bid shall be opened for only those Bidders, who qualify the technical evaluation

4.4.2. Stage 2: Financial bid Evaluation

- a. All the technically qualified bidders will be notified.
- b. The financial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d. Financial Bids that are not as per the format provided in Volume I Annexure 7.13 of this RFP shall be liable for rejection.

4.4.3. Financial Bid Evaluation Framework

- a. The bids received from the Technically Qualified Bidders shall be ranked in ascending order of the quote (Financial Bid)
- b. The technically qualified bidder quoting the Lowest (Lumpsum) Quote shall be deemed the "Selected Party" (L1 Bidder)
- c. For the purpose of arriving at the lowest price (L1), quotes inclusive of any applicable taxes and levies etc. will be considered.
- d. NSIL will negotiate with L2 and L3 bidders for accepting the L1 price for splitting the contract among three bidders on L1 price. The percentage of contract/work order is as per below table:

SI. No	Bidder	Percentage of Work Allotted
1	L1 Bidder	50% of the total quantity
2	L2 Bidder with L1 Price	30% of the total quantity
3	L3 Bidder with L1 Price	20% of the total quantity.

- e. NSIL reserve the right to split the order between two bidders in case only one bidder, either L2 or L3 bidder agrees to match the L1 price. In such scenario, NSIL may split the total work between L1 and the other bidder in the ratio of 60% : 40 %.
- f. NSIL reserves the right to allot 100% of work order to L1 bidder in case both L2 and L3 are not agreeing to match with L1 price.
- g. Bidders quoted above L3 will not be considered for the above negotiation.
- h. The Provisional work order/ award of contract would be confirmed as final only after the Vendor qualify their proto terminals (Xponders) for mass production.
- i. Failure to qualify the proto terminal (Xponders) will lead to cancellation of Provisional work order/ award of contract issued to the vendor.
- j. NSIL reserve the right to re-distribute the Percentage of Work Allotment in case of such failure to qualify the proto terminal (Xponders).
- k. Financial Proposal should not have any conditionality attached or deviations from the Price Quote format as indicated in the Bid document. Bids with conditions attached may be treated as non-responsive and liable for rejection at the discretion of the Authority.
- l. The Authority reserves the right to examine price in the Financial Bid to verify the feasibility of the programme. In case the price is substantially less than the market price/ Authority's purchasing price or any other malpractices are observed in the price bid, NSIL reserves the right to disqualify the Bidder

Volume I

Chapter 5: Terms and Conditions

5. Terms & Conditions

5.1. Amendment of the RFP

- a. At any time prior to the due date for submission of bid, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Eligible Bidder(s), modify the RFP document by amendments. Such amendments shall be published in NSIL Website, in the form of corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.
- b. It shall be the responsibility of the prospective Eligible Bidder(s) to check from time to time for any amendment in the RFP document in NSIL's website. In case of failure to get the amendments, if any, Authority shall not be responsible.
- c. In order to allow prospective Eligible Bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be communicated to the Eligible Bidders via update in NSIL's website in the form of corrigendum.

5.2. Right to vary quantity

- a. Considering National rollout plan, the overall quantity requirements of MSS terminals (Xponders) may vary upto ± 10 % compared to the quantity originally mentioned in the document at the time of award of contract. The selected Vendor(s) shall consider such quantity variation without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Eligible Bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the contract.

5.3. Right to Terminate the Process

- a. Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the Authority.

5.4. Confidentiality

- a. All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the Bidder who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as per RFP [Volume III](#). The Bidder shall execute and maintain all copies of the Non-Disclosure Agreement (NDA) and shall produce it when sought by the Authority.

5.5. Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- b. Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the contract agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the signing of the contract, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 5 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.

- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. *“corrupt practice”* means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Authority in relation to any matter concerning the Project;
 - ii. *“fraudulent practice”* means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. *“coercive practice”* means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - iv. *“undesirable practice”* means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - v. *“restrictive practice”* means forming a cartel or arriving at any understanding or arrangement among Eligible Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5.6. Conflict of Interest

- a. An Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed

genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Eligible Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

- b. Authority requires that the Bidder provides solutions which at all times hold Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

5.7. Sub-Contracting

- a. The Eligible Bidder shall not be allowed to sub-contract / outsource a task, to any vendor or organization not approved by the Authority for that task.
- b. Even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the Bidder. The Eligible Bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor.
- c. The Bidder shall not sub-contract any part of the work to any entity that has been blacklisted by a Government Organization, Public Sector Undertaking (PSU), or State Government.

Volume I

Chapter 6: Award of Contract

6. Award of Contract

6.1. Notification of Award

- Authority will notify the Selected Party(ies) in writing by e-mail followed by courier, to be confirmed by the Bidder's in writing by email followed by courier.

6.2. Signing of Contract

- After the notification of award, Authority will issue Provisional offer within fifteen (15) working days of the notification of award. Accordingly, a contract shall be signed between the selected party and Authority. The bidder shall return the duplicate copy of the provisional offer along with a Performance Bank Guarantee within 15 working days from the date of issuance of provisional offer to the Authority.
- On receipt of the Performance Bank Guarantee, Authority shall enter into a contract with the selected party. The General and Special Terms of contract are indicated in Volume III Chapter 1 and Chapter 2 of this RFP. The Authority reserves the right to modify and/ or augment the terms and conditions prior to signing of the contract.

6.3. Performance Bank Guarantee (PBG)

- a. Within fifteen (15) working days from the date of issuance of Provisional Offer, the selected parties shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority.
- b. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Volume I Annexure 7.12 of this RFP, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c. The Bank Guarantees shall be in five (05) parts of totalling 5% of the value of the Contract as per below table:

SI. No	PBG Percentage	Validity
1	25% of 5% of Contract Value	18 Months
2	40% of 5% of Contract Value	18 Months
3	25% of 5% of Contract Value	18 Months
4	8% of 5% of Contract Value	18 Months
5	2% of 5% of Contract Value	42 Months

- d. Each Performance Bank Guarantee shall be valid as per above table from the date of signing of the Contract
- e. The Authority shall return the part of Bank Guarantee within thirty (30) days of acceptance of completion of each of the milestone.
- f. The PBG shall be invoked by Authority, in the event the Bidder:
- i. Fails to meet the overall condition as mentioned in RFP or any changes agreed between the parties,
 - ii. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
 - iii. Misrepresents facts/information submitted to Authority
- g. In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.
- h. Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- i. In case the project is delayed beyond the project schedule as agreed to by the Authority and selected party upon signing of the contract, the performance bank

guarantee shall be accordingly be extended by the Bidder till completion of scope of work as mentioned in the Volume II of this RFP.

- j. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- k. On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

6.4. Failure to agree with the Terms & Conditions of the RFP

- a. Failure of the selected party to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder(s) at L1 price or call for new bids.
- b. In such a case, the selected party shall forfeit the EMD.

Volume I

Chapter 7: Annexures

7. Annexures

7.1. State wise allocation of MSS terminals (Xponders)



::State wise allocation::

SL. No.	Name of Coastal States/ UTs.	Motor.	Mech.	Total
1	ANDAMAN & NICOBAR	1,706	132	1,838
2	ANDHRA PRADESH	2,876	1,608	4,484
3	DAMAN & DIU	130	1,855	1,985
4	GOA	0	1,000	1,000
5	GUJARAT	8,775	16328	25,103
6	KARNATAKA	10,961	4,646	15,607
7	KERALA	9,591	6,622	16,213
8	LAKSHADWEEP	0	810	810
9	MAHARASHTRA	4,047	7,840	11,887
10	ODISHA	350	1,733	2,083
11	PUDUCHERRY	2,465	582	3,047
12	TAMIL NADU	7,373	0	7,373
13	WEST BENGAL	5,246	3,310	8,556
	TOTAL	53,520	46,466	99,986

*14 Nos. for FSI as well as CIFNET vessels.

7.2. Technical bid checklist

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/ No)	Section No. & Page No. in Bid Document
1.	Payment for Bid document	The Bidder shall submit Cost of Bid Document requisite amount as indicated in Volume I Section 3.15 of this RFP		
2.	Payment of Earnest Money Deposit (EMD)	The Bidder shall submit Bank Guarantee of requisite amount as indicated in <u>Volume I Section 3.18</u> of this RFP		
3.	Bid Response Covering Letter	The shall submit A covering letter to the bid as per the format indicated in <u>Volume I Annexure 7.4</u> of this RFP		
4.	Signed and Stamped Copy of the Bid Documents	The Bidder shall submit Bid Document which is duly signed and stamped by the Authorised Signatory in accordance with the Power of Attorney as per the format indicated in Volume I Annexure 7. <u>5</u> of this RFP		
5.	Bid checklist	The Bidder shall submit Checklist of bid documents as per format provided in <u>Volume I Annexure 7.2</u> of this RFP		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/ No)	Section No. & Page No. in Bid Document
6.	Bidder Profile	<p>The Bidder shall submit</p> <p>A brief profile of the organization as per the format indicated in <u>Volume I Annexure 7.6</u> of this RFP</p>		
7.	Power of Attorney for Signing the Bid	<p>The Bidder shall submit</p> <p>A power of attorney to a representative of the Bidder naming the individual as an Authorised Signatory as per the format indicated in <u>Volume I Annexure 7.5</u> of this RFP</p>		
8.	<p>Legal Status of the Bidder</p> <p>The Eligible Bidder shall be registered in India under Companies Act, 1956 or as amended.</p> <p>The Eligible Bidder shall be in continuous operation in India for a period of at least 5 years as on the date of the issue of the Expression of Interest (16th August 2019)</p>	<p>The Bidder shall submit</p> <ul style="list-style-type: none"> • Copy of Incorporation/ Registration certificate • Copy of PAN card • Copy of GST registration 		
9.	Status of Ownership and Control of the Bidder	<p>The Bidder shall submit</p> <p>Regulatory filings indicating the share-</p>		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/ No)	Section No. & Page No. in Bid Document
	<p>The Eligible Bidder shall be legal entities owned by Resident Indian citizens with at least majority of the Board of Directors being Resident Indian citizens</p> <p>The entity/entities bidding as the lead bidder may be a One Person Company (OPC), Private or Public Company, Listed or Unlisted Company registered in India, who is a legal entity as above</p> <p>A Company would be deemed to be owned by Indian Citizens, if more than fifty (50) percent of equity shares of the Company are owned by Resident Indian Citizens or Companies and/or LLPs registered in India that are, in turn, ultimately owned and controlled by Resident Indian Citizens</p>	holding pattern for the past three years for listed companies or shareholding document filled with Ministry of Corporate Affairs in case of non-listed companies.		
10.	<p>Financial stability</p> <p>An undertaking (self-attested) shall be</p>	<p>The Bidder shall submit</p> <p>Certificate signed by the</p>		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/ No)	Section No. & Page No. in Bid Document
	submitted, stating that there has been or is no outstanding bankruptcy, judgment or pending legal action that could impair operations as a going concern.	authorized signatory		
11.	Track Record The Bidder should not have, during the last five (5) years, either failed to perform on any agreement with either private or government organization, been black listed, or been expelled from any project or agreement or have any agreement terminated for breach of agreement by the Bidder.	The shall submit Legal Attorney certified letter of undertaking to this effect on the letter head of the company, co-signed by the Bidder's authorized signatory.		
12.	Prior experience The Bidder shall have minimum 5 years of experience in design and development of Modem, RF transceiver & microprocessor-based systems;	The Bidder shall submit 3. Work order(s) / Contract(s) clearly highlighting the scope of work, Bill of Material and value of the contract/order as per the format mentioned in <u>Volume I Annexure 7.7 A</u>		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/ No)	Section No. & Page No. in Bid Document
		3. Work completion certificates to be arranged chronologically		
13.	Technology/ necessary expertise for developing S band MSS terminals	<p>The Bidder shall submit</p> <p>1. Work order(s) / Contract(s) related to S band terminals clearly highlighting the scope of work, Bill of Material and value of the contract/order as per the format mentioned in Volume I Annexure 7.7 <u>B</u></p> <p>2. Self-certificate signed by authorised signatory for this bid highlighting the Technology/ necessary expertise available with the bidder for developing S band MSS terminals</p>		
14.	Demonstration of bidder's experience and terminal development capability at No Cost No Commitment (NCNC) basis	<p>The Bidder shall submit</p> <p>i. Written undertaking duly signed by authorised signatory that the bidder will demonstrate their experience and</p>		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/ No)	Section No. & Page No. in Bid Document
		<p>terminal development capability at No Cost No Commitment (NCNC) (NCNC) basis as per the conditions mentioned in <u>Volume I Annexure 7.3</u> within the timeline mentioned in the RFP.</p> <p>ii. The bidder shall propose a suitable date for carry out NCNC demonstration at SAC, ISRO</p>		
15.	Requisite Statutory and Regulatory Licenses to operate required facilities	<p>The Bidder shall submit</p> <ol style="list-style-type: none"> 1. Factories License 2. Labour License 3. Registration with EPFO 4. Any other relevant license/ permission 		
16.	Non- Deviation Certificate	<p>The Bidder shall submit</p> <p>Self-certificate signed by Authorized Signatory as per format provided in <u>Volume I Annexure 7.9</u> of this RFP</p>		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/ No)	Section No. & Page No. in Bid Document
17.	Non-Blacklisting Certificate The Bidder should not have been blacklisted by any Aerospace and defence manufacturing PSU or government organization in a related field as on bid submission date	The Bidder shall submit Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by Eligible Bidder' authorized signatory as per format provided in <u>Volume I Annexure 7.10</u> of this RFP		
18.	Anti-collusion certificate/ Conflict of Interest The Parties who are individually or institutionally, in any manner, involved with the selection/screening process of the RFP, and employees of ISRO are ineligible for applying and submitting a proposal against this RFP.	The Bidder shall submit Self-certificate signed by Authorized Signatory as per format provided in <u>Volume I Annexure 7.11</u> of this RFP		
19.	Non-Disclosure Agreement	The Bidder shall submit Non-Disclosure Agreement as per the format indicated in <u>Volume I Annexure 7.16</u> of this RFP signed by Authorized Signatory		

Sr. No.	Requirement	Documentary Evidence	Compliance (Yes/ No)	Section No. & Page No. in Bid Document
20.	Acceptance of complete Scope of Work The bidder shall take responsibility for transponder development, production, installation and commissioning across 9 coastal states and 4 UTs and for carrying all other activities required to complete the scope of work	The Bidder shall submit Self-certificate signed by Authorized Signatory for Acceptance of complete Scope of Work		
21.	Presentation on Implementation plan	The Bidder shall submit A Presentation explaining bidder's end-to-end implementation plan including mass production of Xponders, schedule for installation and commissioning across 9 coastal states and 4 UTs, smart phone application development etc. to complete the scope of work if awarded with PO/ work order		

7.3.No Cost No Commitment (NCNC) Development Capability Demonstration

As part of the mandatory NCNC demonstrations participating vendor has to demonstrate the following:

- a. The transmitter and receiver hardware functionality and RF performance as per tender specification at bench level. A duly certified report with complete measurement to be submitted by the vendor to the technical committee.
- b. Vendor should be able to transmit a given golden reference payload data at specified transmission rate in TDMA mode (every 500 ms / 1 Second) at data rates of 600 bps/ 1200 bps/ 2400 bps. This transmitted data should be successfully received over SATCOM link at ISRO Hub at Ahmedabad.
- c. Vendor should be able to receive and decode a continuous TDM frame at 9600 bps being transmitted over SATCOM link with QPSK modulation and rate $\frac{1}{2}$ FEC decoding. The vendor should be able to successfully receive and decode the continuous TDM frame being transmitted from ISRO Hub
- d. All the above Transmit and Receive functionality to be demonstrated in ISRO available or provided satellite link or as decided by ISRO technical at that time.
- e. Reception of real-time NavIC enabled GPS data and transmission over SATCOM link in real-time is desired.

7.4. Bid Response cover letter

(On the Bidder's letterhead)

To,

Deputy Manager (Commercial)
NewSpace India Limited (NSIL)
ISRO HQ Campus
New BEL Road
Bengaluru-560 094
Ph: 080-2217 2049
E-mail: Sathish.babu@nsilindia.co.in

Dear Sir,

Ref: Submission of Bid in respect of the Request for Proposal for
“ _____ ”

Having examined the Request for Proposal (RFP) document dated _____,
sent to us by NewSpace India Limited, we attach hereto the response to the RFP
as required by you, which constitutes our bid for the RFP.

We confirm that the information contained in this response or any part thereof,
including its exhibits, and other documents and instruments delivered or to be
delivered to NSIL are true, accurate, verifiable and complete. This response
includes all information necessary to ensure that the statements therein do not in
whole or in part mislead NSIL in its short-listing process.

We fully understand and agree to comply that on verification, if any of the
information provided here is found to be misleading the short-listing process, we
are liable to be dismissed from the selection process or termination of the
contract after the execution of the contract.

We agree to the unconditional acceptance of all the terms and conditions set out
in the RFP document.

Any queries or clarifications with respect to our bid may be sent to the following
Primary and Secondary contacts for our company:

	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E – mail:		

It is hereby confirmed that I am entitled to act on behalf of our company/ corporation/ firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the RFP Response for and on behalf of

(Name and Address of Company) Seal / Stamp of Eligible Bidder

Witness Signature:

Witness Name:

Address:

7.5. Power of Attorney to Authorise Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s._____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms._____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20__

(Signature and Name of authorized signatory)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

7.6. Bidder Profile

A. Brief company profile of the Bidder

1.	Name(s) of the Eligible Bidder	
2.	Year of Establishment	
3.	Legal status of Eligible Bidder (company, Pvt. Ltd., LLP etc.)	
4.	Main business of the Eligible Bidder	
5.	Core capabilities of the Eligible Bidder	Brief, not more than 2 pages
6.	Registered office address with contact number and email id	
7.	Corporate website URL	
8.	Local address in Bangalore, if any, with contact number and email id	
9.	Addresses of manufacturing and/or operational setup in India (Highlight the address where NSIL representative will visit for audit)	1. 2. 3.
10.	GST number	
11.	PAN number	

B. Brief Financial information of the Bidders

Particulars	2022 – 23	2021 – 22	2020 – 21
Annual Turnover (INR Crores)			
Net Worth (INR Crores)			
Net Revenue from Operations (in INR Crores)			
EBTD [Earnings Before Tax and Depreciation]			

% of Revenue from SATCOM Segment/Unit			
Share Capital			
% of shareholding by Indian			
% of shareholding by Foreign			

C. Summary of Shareholding Pattern of the Bidder

Sl. No	Category of Shareholder	No. of shareholders	% of shareholding
	Total		100%

7.7. Relevant Experience of the Bidder

A. Summary of projects/ activities undertaken by the bidder in the area of design and development of Modem, RF transceiver & microprocessor-based systems

SI #	Project/ Activity Name	Client Name and Type	Project Value (in INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						

- Client type – Indicate whether the client is Government or PSU or Private
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)
- More Rows may be added as necessary
- Work order(s) / Contract(s) related to S band terminals clearly highlighting the scope of work, Bill of Material and value of the contract/order

Self-certificate signed by authorised signatory for this bid highlighting the Technology/ necessary expertise available with the bidder for developing S band MSS terminals

B. Details of projects undertaken by the bidder related to S band terminal development

Name of the Project	
Scope of Work	
Brief Description of work undertaken by the Bidder	
PO Date	
PO Value	
Present Status of the PO	

Type of System*	
Application**	
Project Start date	
Project End date (tentative end date to be mentioned for on-going projects)	
Is any part of the above work subcontracted to other Parties? If yes, provide the details	
Name of the sub-contractors	Description of activity outsourced to sub-contractors

**Indicate whether it is electronics/electrical/mechanical/propulsion/software or any other system*

***Mention if the system is for on-board or ground or any other use*

- If the project is ongoing, Bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate in a suitable format

7.8. Total Responsibility Certificate

(To be provided on the Company letter head)

I certify that we have understood the complete scope of work required to ensure the final deliveries as per the scope of work in RFP.

I also certify that we undertake the total responsibility for the defect free solution for the entire scope of work as per the requirement of the RFP within the duration mentioned in the RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7.9.No Deviation Certificate

(To be provided on the Company letter head)

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Signature of Authorized signatory of the Eligible Bidder)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7.10. Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Non-Blacklisting Certificate

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of Authorized signatory of the Eligible Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

7.11. Anti-Collusion Certificate

(To be provided on the Company letter head)

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for “_____” against the RFP issued by Authority, We have not acted in concert or in collusion with any other Eligible Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

We also confirm that neither we or our members have any conflict of interest as provided in section 6.4 with respect to the conflict of interest terms provided in this RFP.

(Signature of Authorized Signatory of the Eligible Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

7.12. Performance Bank Guarantee

Ref: _____

Date

Bank Guarantee No. _____

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for <<name of the assignment>> to NewSpace India Limited (hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and any other supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

7.13. Format for Financial Bid

S. No	Item Description	Qty.	Price (INR)	Tax	Price (INR)
1.	Packaged Proto units along with installation mast/ structure and accessories	20	NIL	NIL	NIL
2.	Packaged Final transponder units with mast/structure and all required accessories to the designated PAN India Locations	1,00,000			
3.	Installation and commissioning of Final Xponders units with all required accessories to the designated PAN India Locations	1,00,000			
4.	Software/Firmware of all the peripheral & components in source form	1 set			
5.	Circuit schematics, Gerber for PCB, drilling details, component mounting details, component list, mechanical design file & document Package design document	1 set	NIL	NIL	NIL
5.	All documents (Design document including schematic, BOM etc., ATP document, Factory test result of	1 No.			

	each unit, User Manual, environmental test results etc.)				
6.	Two years of Warranty for the Xponders	1 No			
	Total Price (INR)				

7.14. Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Queries with respect to clauses of RFP for selection of Agency

Sr. No.	RFP Volume and Section	RFP page no	Content in the RFP	Proposed content	Clarification for requested change
1					
2					
3					

7.15. Integrity Pact

(To be provided on the Company letter head)

Pre Contract Integrity Pact (or as revised by Authority)

This Pact made this day of between NewSpace India Limited, a body corporate constituted by the Central Government and having its Corporate Office at -----, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman cum Managing Director, or Executive Director, Directors, officers, or any of them specified by the Chairman cum Managing Director in this behalf, and shall also include its successors and assigns) of the one part

AND

Represented by of the other part, hereinafter called the “Bidder/Contractor” (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization “Transparency International” (T I) headquartered in Berlin (Germany). The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

- 3.1 The Bidder/ Contractor commits itself to take all measures necessary to

prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.

(ii) The Bidder / Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 The Bidder/ Contactor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder/ Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in

any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/ Contractor will inform to the Independent External Monitor.
- (i) If he receives demand for an illegal/ undue payment/benefit.
- (ii) If he comes to know of any unethical or illegal payment/ benefit.
- (iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/ Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/ Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively,

if any relative of an officer of the Authority has financial interest/ stake in the Bidder's/ Contractor's firm, the same shall be disclosed by the Bidder/ Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.14 The Bidder/ Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/ work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/ Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDERS from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work 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.
- 4.4 That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 50 Crs. (Rupees Fifty Crores) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who

do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

5. Earnest Money Deposit and its validity i/c Warranty Period, Performance Bank Guarantee/ Bond.

While submitting bid, the BIDDER shall deposit an EMD I/C WARRANTY PERIOD, PBG, VALIDITY ETC, which is as per terms and conditions and details given in RFP sold to the Bidders.

6. Sanctions for Violations/ Disqualification from tender process and exclusion from future Contracts.

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iii. If the Authority has disqualified/ debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the Earnest Money Deposited.
- iv. To recover all sums already paid by the Authority, with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the Performance Bank Guarantee, if furnished by the BIDDER, in order to recover the payments, already made by the Authority, along with interest.

- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bank Guarantee in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. That if the Authority has terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount, equivalent to Earnest Money Deposited or Performance Bank Guarantee, whichever is higher.
- xii. That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/ Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 That if the Bidder/ Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/ recouped the damage, if any, caused by him, the Authority may, if thinks lit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/ evidence adduced by the Bidder/ Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/ suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/ Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub-Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

9. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance jurisdiction is the Corporate Headquarter of the Authority, as applicable.

10. Other Legal Actions

- a. That the changes and supplements as well as termination notices need to be made in writing.

11. Pact duration (Validity)

- a. 13.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- b. 13.2 That if any claim is made/ lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/ determined by Chairman cum Managing Director of the Authority.
- c. 13.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

13. The parties hereby sign this Integrity Pact at/on ____

<p>AUTHORITY:</p> <p>Name of the Officer:</p> <p>Designation</p> <p>Witness</p>	<p>BIDDER:</p> <p>Name (Authorized Signatory):</p> <p>Designation:</p> <p>Witness:</p>
--	---

7.16. NDA

(To be made on Stamp Paper of value INR 100)

THIS NON DISCLOSURE Agreement made at Bengaluru, India on this _____ day of _____ 20__ between NewSpace India Limited a company registered under the Companies Act, 2013 and having its registered office at ISRO HQ Campus, Bengaluru – 560 094 (hereinafter referred to as “NSIL”) and _____ a company registered under the Companies Act, 1956/ 2013 and having its registered office at _____ (hereinafter referred to as “_____”).

NSIL and _____ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

WHEREAS

A*. NSIL has floated a tender and is required to provide certain information to _____ execute the contract and/or

AA **. The Parties are considering to enter into an engagement with respect to _____ [scope of services] as per the RFP no _____ (“Project”) for which each Party shall provide information (“Disclosing Party”) to the other Party (“Receiving Party”) which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the Project to the Receiving Party including without limitation any written or printed documents, specifications for the MSS terminal, designs, technical details, facility layouts, general arrangement plans, production schedules, drawings, samples, models, information regarding operations, financial information, strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all

Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any employee to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns provided any claim in connection with the Agreement shall only be made against _____ (the receiving party).

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party’s decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of execution of the project.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it

hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever except for one copy for its professional records purposes subject to confidentiality obligations herein.

6. The Receiving Party shall have no obligations or restrictions with respect to:

- (a) Information publicly known through no wrongful act of the Receiving Party.
- (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
- (c) Information which was already known, or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
- (d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

- (a) Disclose to any person, directly or indirectly:
 - i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
 - ii) The fact that any discussion or negotiation is taking place concerning the Project; or
 - iii) Any of the terms, conditions or other facts with respect to the Project, including the status thereof; or
- (b) Make any private or public announcement or statement concerning or relating to the Project.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

- a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
- b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
- c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall be liable to the Disclosing Party for such loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement as awarded by a court of competent jurisdiction. The Disclosing party will revoke the bank guarantee in case of any breach.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

- a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information as notified by Disclosing Party.
- b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
- c) The provisions of this Clause are to remain in full force and effect

notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of _____ years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Bengaluru.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To NSIL

To M/s

Address:

Address:

Phone No.:

Phone No.:

Fax:

Fax No. :

E-mail:

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named

Signed by the within M/s NSIL

In the presence of

In the presence of



NewSpace India Limited (NSIL)
[A Government of India Company under Department of Space]

INVITATION OF BIDS/ REQUEST FOR PROPOSAL (RFP)

Volume II: Detailed Scope of Work, Deliverables, Delivery schedule and Technical Specifications

Tender Reference Number: Ref. No. NSIL/ RFP/ MSS/ TXP/ 2023/ 01
Date of Publication: 12 June 2023

(This Page is intentionally left blank)

Volume II

Chapter 2: Scope of work/ Deliverables

1. Introduction

NewSpace India limited (NSIL), the commercial arm of ISRO, as part of its mandate to commercially exploit the products and services emanating from Indian Space Programme, is keen to harness the potential of indigenously developed ISRO technology and provide space-based solutions to meet various requirements including the requirements from Govt. and strategic sector related to telecommunication, broadcasting, security etc.

ISRO, as part of technology development programme, developed low data rate two-way MSS terminal for tracking boats. This technology was best suited for providing communication and support services to marine fishing vessels to ensure safety and security of fishermen. After successful development of vessel tracking technology at ISRO, the same got transferred to Indian industry partners for bulk production and capacity building. Government of Tamil Nadu has already adopted this technology solution from ISRO and it is in the process of installing vessel communication and support system for nearly 5000 fishing vessels through Indian Industries.

In view of the utility of this system and its national importance, Department of Fisheries (DOF) has engaged NSIL as an implementation agency, responsible for National rollout plan, wherein vessel communication and support system need to be implemented in all coastal states including union territories, as part of Prime Minister Matsya Sampada Yojana (PMMSY). This initiative, in addition to providing safety and security for the fishermen would also mitigate sea borne threat concerns from national security perspective.

2. Scope of Work/ Deliverables

In order to provide the intended solution to DOF for vessel communication and support system, NSIL has undertaken the activities that includes establishment of a dedicated MSS Satcom network for supporting Emergency Communication and Tracking of Maritime assets. This includes establishment of dedicated 9m/11m C-band ground station and hub baseband system within DOF premises, arranging for satellite bandwidth & guiding required service approvals and building satellite terminals (also called transponder by users) for field deployment across coastal states/ UTs through competent Indian Industries.

NSIL through this RFP IS planning to engage vendor(s) for the activities that includes supply, installation and commissioning of 1,00,000 (One Lakh) Xponders on marine fishing boats (including motorised and mechanised boats) in 9 coastal states and 4 Union territories across the country. The bidder is required to develop hardware, firmware, and software solution for the fishing transponder (as a single packaged unit suitable for marine environment) as specified in the technical section of this document. The bidder shall develop an android application to provide front end user interface to the fisherman. The details of the fisherman smart phone application have been provided in Volume II section 3.5. A protocol document for developing these smart phone applications will be provided by NSIL/ SAC, ISRO after signing NDA.

It is to be noted that SAC, ISRO will review the hardware design like schematics, Gerber files, and package design and fabrication details; Design Documents etc. and provide necessary feedback for improvements. However, the responsibility of meeting all functional & technical specifications shall lies with the vendor. NSIL may opt to hire a third-party agency to evaluate and qualify the terminals developed by vendor.

Initially, the available space segment capacity on GSAT-6 satellite will be used by the vendor. After the end of life of GSAT-6, the MSS network will be shifted to GSAT-6 follow on satellite, GSAT-32.

2.1. Details of Scope of Work

To provide more visibility on the work to be carried out by the vendor, the requirements are defined/ mentioned broadly in table-A.

Table A: Scope of work in supply and installation of fishing transponder

	Vendor Responsibility	Buyer Responsibility
1.	Proto-terminal (Xponders) Design and functional performance review as per the specifications given. Submission of ATP document	Review, Approval and Suggestions for Improvement, if any
2.	Development of Production worthy terminals, carrying out testing (Including environmental) as per mutually agreed ATP document, and submission of test reports for review and production clearances.	To witness and review the ATP results and providing production clearance.
3.	Development, testing and upgradation of Application for smart phone as per RFP and the protocol document.	Functional performance verification and approval

4.	Manufacture and Delivery of Xponders to sites as per specifications. The bidder must provide the QA/QC test results as specified in RFP along with Xponders.	User to verify and acknowledge receipt.
5.	Installation, Commissioning and Field Testing with User Agencies of Production Batch of terminals and fixing of any performance deviations/suggestions, if any [lot basis]	Field Performance Review and suggestions. Approval of Installation reports.
6.	Maintenance/repair of fishing transponder during warranty and AMC	Review, monitor and approve

Note: Above table mentions the major work share plan. Bidder must note that this RFP is for development, supply and field installation of transponder for intended applications. Minor change is scope of work, which may be needed to meet the end objective of the project and accommodated without any additional cost.

The detailed Acceptance Test Plan is to be prepared and submitted along with RFP response and must include following major tests:

- All RF Parameter tests as per transponder Specification.
- All functional performance verification matrix for test cases/corner cases.
- Satellite Link Performance Verification and Compatibility test with Hub Baseband
- Environmental Performance verification

2.2. Field Installation & Terminal Maintenance:

- 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.
- 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.
- Vendor has to clearly specify the standard list of items supplied with Xponders
- Limited number of Xponders may be proposed to be stationed there as immediate replacement of faulty units. This will be finalized at the time of design review in consultation with user agency.

- v. Vendor needs to provide Battery replacements at one center (preferably at major location) to each User
- vi. 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)
- vii. Any anticipated delay beyond 2 weeks must be communicated by vendor with proper justification to user agency.

2.3. List of Deliverables:

Table B: List of Deliverables

S. No	Item Description	Qty.	Remarks
1.	Packaged Proto units along with installation mast/ structure and accessories (at No cost to NSIL)	20	To verify the design, RF parameters, environmental specifications, satellite link and field performance
2.	Packaged Final transponder units with installation mast/structure and required accessories	1,00,000	Packaged Terminal to be delivered at user site as per PO quantity. The exact order quantity for a selected vendor may vary as per RFP terms & conditions. Please refer Volume I section 4.4.3 related to allotment of work quantity among selected vendors
3.	Software/Firmware of all the peripheral & components in source form	1 set	Soft copy + hard copy
4.	Circuit schematics, Gerber for PCB, drilling details, component mounting details, component list, mechanical design file & document Package design document	1 set	Soft copy + Hard copy

5.	All documents (Design document including schematic, BOM etc., ATP document, Factory test result of each unit, User Manual, environmental test results etc.)	1 No.	(Hard & Soft Copies)
6.	Two years of warranty for the Xponders from the date of installation and next three year of AMC	1 No	Hard copy + Soft copy

Note:

- i. 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.
- ii. All the accessories for terminal installation will be part of terminal deliverables and must be mentioned separately.
- iii. It is responsibility of the vendor to install the terminal in field. However, user agency will be responsible for making boats available and all logistics clearances required for installation.
- iv. Vendor to co-ordinate with user agency for dispatch, storage, and installation of terminals.
- v. The above deliverable is indicative. Necessary accessories, cable, adaptors, drivers etc. required for terminal installation and operations have to be delivered along with terminals. This needs to be discussed and finalized at the time of design review with user agency & NSIL/ ISRO.
- vi. The bidder shall take into account of $\pm 10\%$ variation in supply of no. of Xponders and should maintain the inventory of components to meet the supply order with no change in terms & conditions.
- vii. User sites are mentioned in Volume I Annexure 7.1.

Volume II

Chapter 3: Technical details of MSS Network system

3. Technical details of MSS Network system

3.1. Network Description

The block diagram of the proposed MSS network and its configuration to meet the requirements of monitoring of maritime assets and Emergency communication is shown in Figure-1.

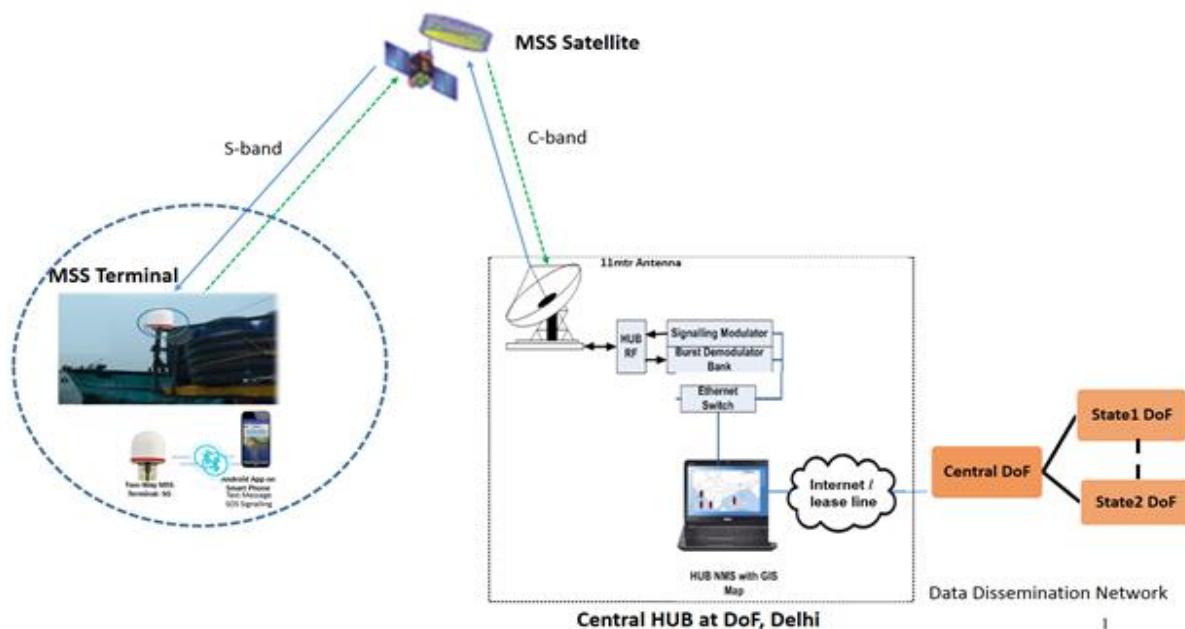


Figure 1: MSS Satcom Network Configuration for DoF

The proposed satcom service network has three major elements:

- i. S-band MSS Transceivers (user terminals called Transponder; User Segment)
- ii. Space Segment (SxC & CxS MSS Transponder; required Bandwidth & Power)
- iii. Ground Segment (9m/11m C-band hub with baseband hardware, Umbrella and User Network Management Software solution)

The transponder will be mounted on Maritime Assets and will communicate to Ground station (9m/11m Hub) using High Power MSS satellite for reporting its position periodically and for emergency communication. The network can also perform an emergency broadcast of

weather or any other alerts of user interests like Potential Fishing Zone or International water Boundary Crossing alerts etc. Following are the salient features supported by the network:

- ✓ Periodic Position Reporting
 - ✓ Two-way Messaging
 - ✓ Automatic Boundary Crossing Alerts (Based on Geo-fencing by network owners)
 - ✓ Emergency Weather Alerts, PFZ information dissemination
 - ✓ Navigational Assistance to pilots/Fishermen
- ❖ **Additional Features:** These proposed new features by user can be implemented as a firmware/software upgradation and doesn't require any hardware change with respect to already developed Xponders. This calls for including a separate page in software application for mobile device. Necessary protocol document will be made available. Vendor should apportion this development effort as part of offered Xponder cost.
- ✓ e-Token system & Diesel subsidy
 - ✓ Supply chain management

The central control station at Hub will house an Umbrella Network Management System, which will perform all network administration functionalities and provide filtered data to every state for respective asset management and control applications. This will also have a GIS system built into it to provide a consolidated network view to central administrators for ancillary decision-making tasks.

This RFP document describes all aspects of the system, which helps manufacturer to understand the development, fabrication, quality assurance, installation & delivery of user terminal (Fishing Xponder) for Maritime Asset Monitoring system. The manufacturer has to develop the fishing Xponders; the hardware/software to meet the features and specifications of Xponder as stated in this document. The detailed network communication flow and protocol is stated in "Protocol document for communication between terminal and HUB_v2_8_3.pdf". Selected manufacturers will be provided with this document after signing NDA.

3.2. Technical Details of Fishing Transponder

Fishing transponder is a S-band transceiver which supports periodic position reporting and two-way small message communication. The block diagram of the transponder is given in Figure-2 and detailed technical specification is provided in Table-B.

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.

The transponder should have ruggedized enclosure suitable for Maritime environment as per specified standard given in RFP.

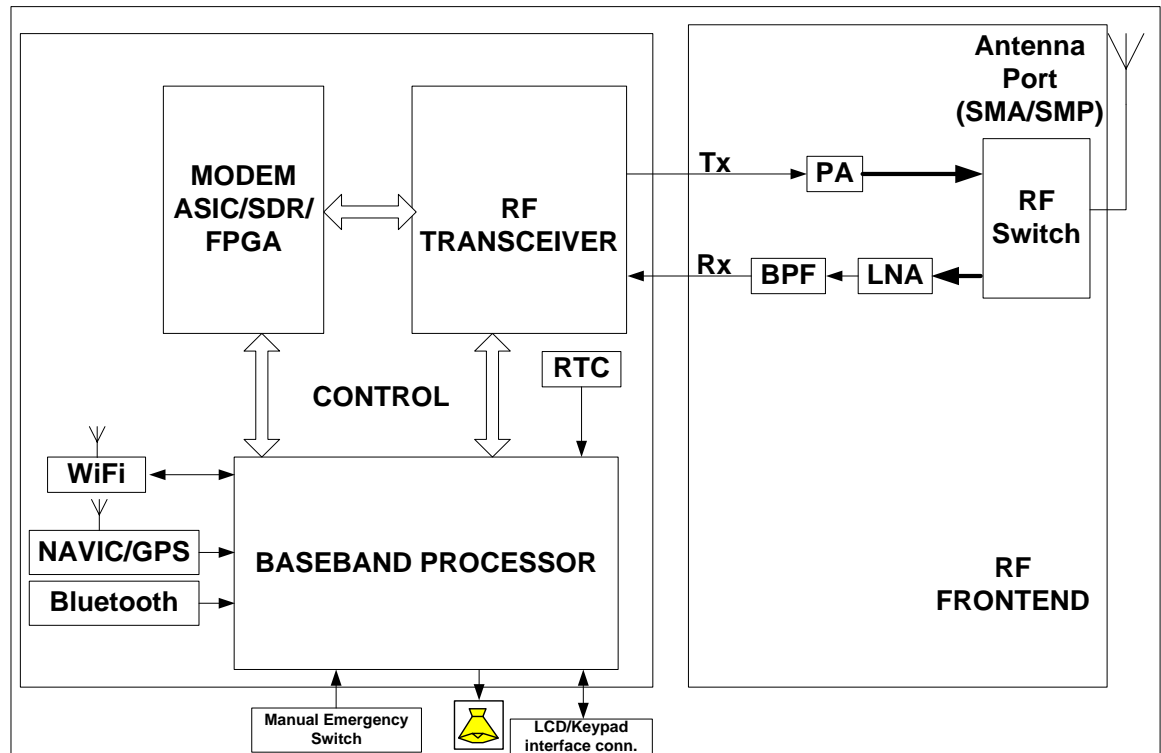


Figure 2: Hardware Block Diagram of Fishing transponder

This fishing transponder is meant for providing two-way data communications services & automatic periodic position reporting. It will have a built-in re-chargeable battery for standalone operation for a specified duration.

The S-band transceiver will support burst mode of transmission. However, it will support two modes of data reception:

- i. Continuous reception mode where receiver is always in ON condition. This will be the default mode for transponder.
- ii. Discrete reception mode also called power saving mode, where the terminal receiver will be reconfigured to receive / keep Rx ON periodically for a predefined duration and remain in power off condition for remaining period.

3.3. Salient Features of Xponders:

- S-band transceiver terminal operates in Time Division Duplex mode of operation to support burst mode of transmission and continuous reception. The transponder will be in receive mode by default.
- Transponder will support user interfaces like Wi-Fi or Bluetooth to communicate with user gadget (Smartphone with Android APP)
- Transponder will perform periodic position reporting autonomously.
- Transponder will support programmable/ reconfigurable reporting rate based on terminal location/administrative preference of network administrator
- Transponder supports transmission & reception of distress alert messages, text messages and their acknowledgement via user-friendly smartphone application
- Transponder should support geo-fencing alarm (through android APP) to pilots when boat crosses a pre-defined maritime boundary
- Reception of broadcast information (weather alerts, potential fishing zone) from control station and display on the fisherman/ Pilot gadgets/Smartphone
- Supports emergency siren, SoS manual switch & low battery indicator buzzer
- Advanced power saving mode for prolonged operation without external supply
- Tamper detection and notification to hub:
 - Physical unmounting from the mast
 - External DC Power removal

The Xponder should have feature for Over The Air (OTA) terminal firmware upgradation either via SATCOM network or through Bluetooth/Wi-Fi link and Android APP. This is essential feature for in-field change of firmware upgrade in case of change in space segment. Vendors are requested to offer compliance with details for review and approval at the time of design review after PO placement.

3.4. Technical Specifications of MSS terminals (Xponders):

The hardware specifications of MSS Xponder are given in Table-B.

Table B: Specifications of Fishing Transponder

General Specifications		
	Parameter	Specification
1.	Tx Frequency band	2.658 to 2.68 GHz
2.	Rx Frequency band	2.56 to 2.59 GHz
3.	EIRP of the Terminal	+4.5 dBW minimum across +/- 45 deg beam width of antenna (Antenna gain of 2.5dBi and PA output of +33dBm at antenna input port)
4.	G/T	-24 dB/K min
5.	Tx Frequency stability	-/+1 ppm or better
6.	Frequency tuning	1KHz step size
7.	Packaging Related Weight Size Packaging	1.0 - 1.5 Kg (< 1 kg. is preferable) 15cm x 15cm x 10cm approx. IP-67 compliance These are tentative sizes and indicative for development purposes.
8.	Environmental condition Temperature Humidity	+0°C to +60°C 95% RH at +40°C

9.	User device Interface	Wi-Fi/Bluetooth
10.	DC Power Consumption Average Peak	3.8W – During reception 15W - During transmission
11.	Built-in Battery (For standalone operation)	Built-in battery should support 24 hours of uninterrupted operations of position reporting every 15 minutes with discrete mode reception (3 minutes reception every 15 mins).
12.	Tamper detection	<ul style="list-style-type: none"> Physical unmounting from the mast External DC Power removal
13.	User Interface	<ul style="list-style-type: none"> Built-in audio alarm for message reception from Hub External switch for manual alarm Wireless interface for smartphone app
14.	Positioning receiver	NavIC enabled GPS receiver
15.	Baseband Controller Features	<ul style="list-style-type: none"> RTC synchronization of the order of 10 ms using NavIC enabled GPS receiver UART interface for external data (Future option)
Return Link (Terminal to Hub Link)		
16.	Mod-code	QPSK, Rate $\frac{1}{2}$, K=7, Convolution coding (Future upgradation desired) Burst mode of operation
17.	Data Rate	0.6Kbps / 1.2Kbps /2.4 Kbps (Reconfigurable)
18.	Carrier Suppression	Better than 30 dB
19.	Phase noise(SSB) 100 Hz Offset	< -55 dBc/Hz

	1 KHz Offset	< -70 dBc/Hz
	10 KHz Offset	< -85 dBc/Hz
20.	Harmonics	< -45 dBc
21.	Spurious	< -45 dBc
22.	Modulation Parameter	
	Phase Imbalance	< 3.0 deg.
	Amplitude Imbalance	$< \pm 0.2$ dB
Forward Link (Hub to Terminal)		
23.	Mod-Code	QPSK, Rate $\frac{1}{2}$, K=7, Viterbi Decoding Continuous TDM mode
24.	Data Rate	9.6 Kbps /19.2 Kbps / 32Kbps (Reconfigurable)
25.	Receive Sensitivity	-126 dBm ± 1 dB @ 9.6 Kbps (for 6 dB Eb/N0 or 1e-6 BER)

3.5. Fisherman smart phone Application feature:

All the Xponders installed on boats will have in-built Wi-Fi/Bluetooth transceiver to communicate to a smartphone (preferably with Android/IOS OS). Hence, a compatible APP needs to be developed to allow communication between phone and transponder.

The app would have authentication-based login. The features displayed on the app may depend on the role of the user. The app shall have features such as report generation, viewing of live tracking, location poll request, sending messages from vessel to NMS, etc. All the contents in the App should be bilingual (English/Hindi/Local language). Broadly, the features required in the smartphone App are:

- Alerts Viewing – It shall show the text/emergency messages sent by the user agency through the web portal. Any disaster message alert like cyclone warning, heavy rains, high tide, high wind velocity etc. should be flashed on the entire page.

- Message – It shall enable the person at sea to send message to his owner personally and to control room if he needs. SOS button shall be provided, which when activated shall send SOS message with the vessel location to the hub. This should be displayed on the Application NMS portal and app and should trigger SMS to the predetermined mobile numbers.
- PFZ - The Potential Fishing Zone information shall be displayed once this icon is touched. There should be an option to select radius of a circle (in Kms). Once input is given in 10 Kms, it should show all the PFZs within that radius.
- Trip Declaration – This would be used by fisherman to declare information about the boat and the crew before they start a voyage and declare their return on the end of the voyage manually/automatically as they arrive on shore using geo-fencing.
- Drop Pin – Once touched, the coordinates of the location should be saved. There shall be an option to enter the name for that pin location. A button to share the pin location shall be given.
- My routes – There shall be provision to store the current route. It should also show the previous routes the fisherman has taken. Clicking on the previous route would show the distance between the present location and starting point of the selected route. A calendar option should be given so that the user can pick the dates and the app should show the trips between these dates. A button to share the route should be given.
- Boundary Alerts – Display the International Maritime Boundary Line and its distance from the current location. If the vessel is close to the IMBL, application/ hardware should give alert sound.
- My Maps - Once touched, it should open a map with Compass indicating directions in top right corner and display current location of the boat.
- Harbors – The location of the harbors and the distance from the nearest harbour should be shown in Kms from the current position.
- My Boats - Once touched, it should show the boats at sea to the owner of the boat. The features displayed on the app should be displayed based on the role of the user (fisherman or boat owner). There shall also be provision to show the crew list for the selected boat to the owner of the boat
- Boat Owner features: The app shall display information about location and status of vessels owned by a boat owner. Details of trips taken, current and historical location and details of crew members shall be displayed. This feature may be enabled when Internet connectivity is available. It shall take all information from Application NMS.

RFP for Installation of Vessel communication and Support system		Ref. No. NSIL/ RFP/ MSS/ TXP/ 2023/ 01 12 June 2023 Restricted
---	---	---

- Contact Information –The contact details of concerned person in current district shall be displayed
- Settings – Basic settings of the app and any misc. options that needs to be added.

Notes:

- The above features are mandatory and details of the Smartphone Application interface and protocols will be provided after placement of PO and during design review with the End User. Minor changes may be required which is mandatory for the vendor to implement.
- Vendor may kindly note that the firmware for fishing Xponder needs to be developed and ported by vendor as per the defined network protocol. The protocol document will be shared with vendors only after signing non-Disclosure agreement and upon request. The development of firmware as per protocol document is part of terminal development and the development cost is part of offered Xponder cost.
- Firmware Modification/Upgradation- There is a change in space segment envisaged during the lifecycle of these Xponders / project duration. It is understood that the change of space segment will call for firmware modification and no hardware changes are envisaged. The firmware changes will be limited to accommodate the additional number of beams in the network and associated protocol changes & terminal configurability. No feature changes are envisaged. Vendor’s are requested to kindly note that they will have to implement the updated firmware as per new space segment and allocated BW for these services. The effort to this effect should also be included in the cost of Xponder offered. NSIL will share the necessary details well in advance for development, testing and field upgradation (preferably 4-6 months in advance.)
- The Xponder should have feature for Over The Air (OTA) terminal firmware upgradation either via SATCOM network or through Bluetooth/Wi-Fi link and Android APP. This is essential feature for in-field change of firmware upgrade in case of change in space segment. Vendors are requested to offer compliance with details for review and approval at the time of design review after PO placement.
- Note: A protocol document for interface and communication between MSS Xponder and Mobile Phone will be shared for implementation and it is mandatory to build application as per the protocol document.

Volume II

Chapter 4: Programme Management

4. Programme Management

4.1. Program Execution Plan

1. The Bidder shall outline a broad plan for the execution of the Programme. The plan proposed by the Bidder shall highlight milestones, checks and timelines for supply and Installation
2. The project plan shall include a stage-wise set of deliverables and a basis for quantification of progress
3. Failure to meet deadlines as agreed to in the final approved plan shall result in imposition of penalties as defined in [Volume III](#) of this RFP

4.2. Delivery schedule

It is proposed that the Vendor shall deliver fully qualified proto-terminal (all software) with all approvals within 16 weeks and start of bulk production within 20 weeks from placement of order. The duration of ATP and fixing of any problem should be within 16 weeks. No extension in delivery schedule will be granted without a valid reason approved by NSIL. A detailed time schedule (with milestones) to be provided by vendor.

There will be regular review of the complete activities of vendor by NSIL/ISRO. A delivery schedule with proposed milestone is given in Table-C. This table has to be updated by vendor and submitted for periodic review of project progress. The overall delivery schedule should be as suggested above.

T0: Date of order acceptance but not later than 5 working days from the date of Purchase Order

Table C : Delivery Schedule

Sr. No.	Activity Milestone	Timeline (in weeks)
1.	Hardware and Software Design Submission	T0+2
2.	Proto-terminal hardware and software demonstration in satellite link	T0+12
3.	Proto terminal functional testing and closeout	T0+13

4.	ATP & environmental test report submission and validation	T0+15
5.	First full lot of Proto terminal delivery (Qty. as specified or 10 nos)	T0+16
6.	Bulk Production as per PO Quantity	To be specified by vendor and should not exceed more than 6 months from bulk production clearance.

4.3. Payment Schedule

Table D: Payment Schedule

Sl. No	Milestone	Timeline	Payment
1.	Design Review Completion	T0 + 2 weeks	10 % (Subject to submission of equivalent value as Advanced BG)
2.	Proto deliver, acceptance and bulk production clearance	T0 + 20 weeks	20 % (Subject to submission of equivalent value as Advanced BG)
3.	Completion of Delivery, Installation, and commissioning of 10,000 Xponders		10 %
4.	Completion of Delivery, Installation, and commissioning of 30,000 Xponders		15 %
5.	Completion of Delivery, Installation, and		15 %

	commissioning of 50,000 Xponders		
6.	Completion of Delivery, Installation, and commissioning of 70,000 Xponders		15 %
7.	Completion of Delivery, Installation, and commissioning of 10,00,000 Xponders		10 %
8.	Completion of Warranty period of Two (02) Years and AMC period of next three years		5%



NewSpace India Limited (NSIL)
[A Government of India Company under Department of Space]

INVITATION OF BIDS/ REQUEST FOR PROPOSAL (RFP)

Volume III: Agreement: General Conditions of Contract and Special Conditions of Contract

Tender Reference Number: Ref. No. NSIL/ RFP/ MSS/ TXP/ 2023/ 01
Date of Publication: 12 June 2023

(This Page is intentionally left blank)

Volume III

Chapter 1: General Conditions of Contract

1. General Conditions of Contract

1.1. Interpretation

In this Contract unless a contrary intention is evident:

- a. The clause headings are for convenient reference only and do not form part of this Contract
- b. Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses
- c. The word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases
- d. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time
- e. A word in the singular includes the plural and a word in the plural includes the singular
- f. A word importing a gender includes any other gender
- g. A reference to a person includes a partnership and a body corporate
- h. A reference to legislation includes legislation repealing, replacing or amending that legislation
- i. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings
- j. In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail. In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence:
 - i. Pre-bid clarification and Corrigendum, if any

- ii. Volume III of RFP (GCC holds precedence over SCC)
- iii. Volume II of RFP
- iv. Volume I of RFP
- k. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract
- l. This Contract along with the Pre-bid clarifications, corrigendum and communications in relation to the entire tender process constitutes the entire agreement between the Authority and the Vendor.

1.2. Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by Vendor.

- a. Furnishing by Vendor an unconditional and irrevocable Performance Bank Guarantee (PBG) acceptable to the Authority which would remain valid until such time as stipulated by the Authority
- b. obtain all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/ clearances, wherever applicable, that may be required for execution of this Contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/ Duties/ Levies, work permits/ clearances for Vendor/ Vendor's team, etc.
- c. Furnishing of such other documents as the Authority may specify/ demand.

1.3. Key performance measurements

- a. Unless specified by the Authority to the contrary, Vendor shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Responsibility Matrix as laid down in [Volume II](#) of this RFP and global best practices of the industry.
- b. The Authority reserves the right to amend any of the terms and conditions in relation to the Contract/ Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.

1.4. Commencement and Progress

- a. Vendor shall subject to the fulfilment of the conditions precedent above, commence the performance of its obligations in a manner as per the Detailed Scope of Work as defined in [Volume II](#) of this RFP.
- b. Vendor shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- c. Vendor shall be responsible for and shall ensure that all activities/ services are performed in accordance with the Contract, Scope of Work and Service Specifications and Vendor's all other standards, terms and other stipulations/ conditions set out hereunder or as intimated by the Authority or its representative from may from time to time.
- d. Vendor shall perform the activities/ services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. Vendor shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's interests in any dealings with Third parties.

1.5. Standards of Performance

Vendor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. Vendor Vendor shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

1.6. Vendor Vendor's Obligations

- a. Vendor Vendor's obligations shall include all the activities as specified by the Authority in the Detailed Scope of Work and other sections of the RFP and Contract and changes thereof to enable Authority to meet the objectives and operational requirements.

- b. The Authority reserves the right to review the terms of the Warranty and Annual Maintenance agreements if any until the expiry of this contract, entered into between Vendor and their suppliers/ OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Authority. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by Vendor to the Authority.
- c. Vendor shall ensure that their suppliers/ OEMs provide the support and assistance to Vendor in case of any problems / issues arising due to integration of components supplied by him with any other component(s)/ product(s) under the purview of the overall solution.
- d. Vendor's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. Vendor's representative(s) shall liaise with the Authority's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. Vendor shall extend full co-operation to Authority's representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of Vendor's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/ Vendors of the Authority working at the Authority's office locations & field locations.
- e. Vendor shall be responsible on an ongoing basis for coordination with other Vendors and agencies of the Authority in order to resolve issues and oversee implementation of the same. Vendor shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- f. The Vendor shall provide a detailed schedule in the Detailed Project Plan with respect to the activities that may be required to be carried out within ISRO premises to the Authority Location within fifteen (15) days of signing of this Agreement and shall inform the Authority at least seven working days before the scheduled activity.
- g. Vendor shall not publicise or advertise the work performed under the scope of work as provided in the RFP in any paper, electronic/ digital or any other media.

1.7. Reporting Progress

- a. Vendor shall monitor progress of all the activities related to the execution of this Contract and shall submit to the Authority, progress reports with reference to all related work, milestones and their progress shall be outlined.
- b. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with Project Plan. The Authority on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- c. Periodic meetings shall be held between the representatives of the Authority and Vendor at least once in every 15 days discuss the progress of the work.
- d. Vendor shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- e. A Programme Monitoring Committee involving representative of the Authority and senior officials of Vendor shall be formed for the purpose of this programme. This Committee shall have the authority to constitute smaller sub-committees to monitor specific aspects of the Programme. These committees shall meet at intervals, as decided by the Authority at the time of the committee's constitution, to oversee the progress of the implementation.
- f. All the goods, services and manpower to be provided / deployed by Vendor under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Authority's representative in accordance with the Contract.
- g. The Authority reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The Authority may demand and upon such demand being made, Vendor shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/ performance of the work / service.
- h. At any time during the course of the Contract, the Authority shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by Vendor of its obligations/ functions in accordance with the standards committed to or required by the Authority and Vendor undertakes to cooperate with and provide to the Authority/ any other agency appointed by the Authority, all Documents and other details as may be required by them for this purpose. Such audit shall not include Vendor's books of accounts.

- i. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Authority's representative shall so notify Vendor in writing.
- j. Vendor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. Vendor shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or Authority's representative that the actual progress of work does not conform to the approved plan Vendor shall produce at the request of the Authority's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.
- k. The submission seeking approval by the Authority or Authority's representative of such plan shall not relieve Vendor of any of its duties or responsibilities under the Contract.
- l. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Vendor shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra manpower/ resources shall be submitted to the Authority for its review and approval. All time and cost effect in this respect shall be borne, by Vendor within the contract value.

1.8. Project Plan

- a. Within 15 calendar days of effective date of the contract/ Issuance of Lol, Vendor shall submit to the Authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by Vendor shall conform to the requirements and timelines specified in the Contract and shall be in line with the scope of work as provided in Volume II of this RFP. The Authority and Vendor shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Vendor intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, Project Plan and delivery schedule in accordance with the Contract. Approval by the Authority's Representative of the Project Plan shall not relieve Vendor of any of its duties or responsibilities under the Contract.

- b. If Vendor's work plans necessitate a disruption/ shutdown in Authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/ shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Vendor to develop/adhere such a work plan shall be to its account.

1.9. Adherence to safety procedures, rules regulations and restriction

- a. Vendor's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Authority shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws. The Vendor shall also submit the compliance of the laws with the Authority.
- b. Access to the Site shall be strictly restricted. No access to any person except the essential members of Vendor's Team who are authorized by the Authority and are genuinely required for execution of work or for carrying out management/ maintenance shall be allowed entry. Even if allowed, access shall be restricted to the pertaining equipment of the Authority only. Vendor shall maintain a log of all activities carried out by each of its team personnel.
- c. No access to any staff of Vendor, except the essential staff who has genuine work-related need, should be given. All such access should be logged in a loss free manner for permanent record with unique biometric identification of the staff to avoid misrepresentations or mistakes
- d. Vendor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Vendor's Team shall adhere to all security requirement/ regulations of the Authority during the execution of the work. Authority's employee also shall comply with safety procedures/ policy.
- e. Vendor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

1.10. Statutory Requirements

During the tenure of this Contract nothing shall be done by Vendor in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Authority indemnified in this regard.

1.11. Authority's Obligations

- a. Authority shall nominate a representative to act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Vendor.
- b. Authority shall make best efforts to provide timely approval to the Vendor as and when required, which may include approval of Project Plan, work methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
- c. The Authority's representative shall interface with Vendor, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. The Authority shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Authority is proper and necessary.
- d. Authority may provide on Vendor's request, particulars/ information/ or documentation that may be required by Vendor for proper planning and execution of work and for providing services covered under this contract and for which Vendor may have to coordinate with respective Vendors.

1.12. Payments

- a. Subject to due completion of the work and certification by Authority/Authority's representative Authority shall make payments to Vendor at the times and in the manner set out in the Payment schedule as specified in this RFP. Authority shall make all efforts to make payments to Vendor within 45 days of receipt of invoice(s) and all necessary supporting documents.
- b. All payments agreed to be made by the Authority to the Vendor in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Authority shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.
- c. No invoice for extra work/ change order on account of change order shall be submitted by Vendor unless the said extra work/ change order has been authorized/ approved by the Authority in writing in accordance with Change Control Note ([Volume III section 2.9 & 2.10](#) of this RFP).
- d. In the event of Authority noticing at any time that any amount has been disbursed wrongly to Vendor or any other amount is due from Vendor to the Authority, the

Authority may without prejudice to its rights recover such amounts by other means after notifying Vendor or deduct such amount from any payment falling due to the Vendor. The details of such recovery, if any, shall be intimated to the Vendor. The Vendor shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Authority or the Vendor.

- e. All payments to Vendor shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, Vendor is liable, the same shall be deducted by Authority from any dues to Vendor. All payments to Vendor shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to Vendor on chargeable basis.

1.13. Intellectual Property Rights

- a. The Authority shall retain ownership of, right, title and interest in all technical information, designs, and drawings shared with the Vendor including all worldwide Technology and intellectual property and proprietary rights
- b. Preservation of Notice Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.
- c. The Vendor must ensure that while using any software, hardware, processes, document, and design or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ Company. The Vendor shall keep the Authority indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by Vendor or Vendor's Team during the course of performance of the Services. Vendor's liability is excluded regarding any claim based on any of the following (a) anything Authority provides which is incorporated into the Solution; (b) the Authority's modification of the solution; (c) the combination, operation, or use of the solution with other materials, if the third party claim has been caused by the combination, operation or use of the solution

- d. 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 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.
- e. If Authority desires, Vendor shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by Vendor, the same shall be acquired in the name of the Authority, prior to termination of this Contract and which may be assigned by the Authority to Vendor for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Authority.
- f. Vendor shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by Authority in writing.
- g. The NDA signed by the Vendor shall also form part of this Agreement.

1.14. Taxes

- a. Vendor shall bear all personnel taxes levied or imposed on its personnel, or any other member of Vendor's Team, etc. on account of payment received under this Contract. Vendor shall bear all corporate taxes, levied or imposed on Vendor on account of payments received by it from the Authority for the work done under this Contract.
- b. Vendor shall bear all taxes and duties etc. levied or imposed on Vendor under the Contract including but not limited to CGST, SGST, IGST other applicable indirect taxes and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the Authority under the Contract. It shall be the responsibility of the Vendor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The amount of tax withheld by the Authority shall at all

times be in accordance with Indian Tax Law and the Authority shall promptly furnish to the Vendor original certificates for tax deduction at source and paid to the Tax Authorities.

- c. Vendor agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- d. Vendor's shall fully familiarize themselves about the applicable domestic taxes (such as CGST, SGST, IGST, etc.) on amounts payable by the Authority under the Agreement. All such taxes must be included by Vendors in the financial proposal. (Vendor to find out applicable taxes for the components being proposed.)
- e. Should Vendor fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, Vendor shall pay the same. Vendor shall indemnify Authority against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Authority/Prime Vendor.
- f. The Authority shall if so, required by applicable laws in force, at the time of payment, deduct income tax payable by Vendor at the rates in force, from the amount due to Vendor and pay to the concerned tax authority directly.

1.15. Indemnity

- a. Vendor shall indemnify the Authority from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - i. any negligence or wrongful act or omission by Vendor or any third party associated with Vendor in connection with or incidental to this Contract;
or
 - ii. any breach of any of the terms of Vendor's bid as agreed, the RFP and this Contract by Vendor
 - iii. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof

- b. Vendor shall also indemnify the Authority against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- c. Regardless of anything contained (except for the Vendor's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of Vendor, is restricted to the total value of the contract and Vendor is not responsible for any third party claims.

1.16. Warranty

- a. 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
- b. The Vendor warrants that the Goods supplied under the Contract shall be of proven technology, new, non-refurbished, unused and recently manufactured.
- c. The Vendor further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Authority's Specifications).
- d. The Authority shall promptly notify the Vendor in writing of any claims arising under this warranty.
- e. Upon receipt of such notice, the Vendor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Authority may have against the Vendor under the Contract.
- f. If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the Authority may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Authority may have against the Vendor under the Contract and/ or under Applicable Law.
- g. Any Approved Vendors specific warranty terms that do not conform to conditions under this Contract shall not be acceptable

1.17. Term and Extension of The Contract (Contract Period)

- a. The Contract period shall commence from the date of signing of contract or Issuance of Lol, whichever is earlier, and shall remain valid for 24 Months from the date of signing of the Contract
- b. If the delay occurs due to circumstances beyond control of Vendor such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of Vendor, a reasonable extension of time shall be granted by the Authority.
- c. The Authority reserves the sole right to grant any extension to the term abovementioned and shall notify in writing to Vendor, at least 1 (one) month before the expiration of the Term hereof, whether it shall grant Vendor an extension of the Term. The decision to grant or refuse the extension shall be at the Authority's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Authority and the Vendor.
- d. Where the Authority is of the view that no further extension of the term be granted to the Vendor, the Authority shall notify the Vendor of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, the Vendor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Authority shall either appoint an alternative agency/ Vendor or create its own infrastructure to operate such Services as are provided under this Contract.

1.18. Dispute resolution

- a. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/ or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- b. In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The Arbitration proceedings shall be held in Bangalore.

- c. The Arbitration proceeding shall be governed by the substantive laws of India.
- d. The proceedings of Arbitration shall be in Hindi/English language.
- e. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.
- f. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Bangalore High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- g. Any letter, notice or other communications dispatched to Vendor relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by Vendor shall be deemed to have been received by Vendor although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- h. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, the replacement shall be appointed in the same manner as specified in clause (f) above. Such person shall in the event both parties consent and in so far as practicable proceed with the reference from the stage where the predecessor had left. The Arbitrator may otherwise initiate proceedings de novo.
- i. It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- j. It is also a term of the Contract that neither party to the Contract shall be entitled for any interest on the amount of the award.

- k. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the Parties.
- l. The fees of the arbitrators, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

1.19. Conflict of Interest

- a. Vendor shall disclose to the Authority in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for Vendor or Vendor's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

1.20. Publicity

- a. The Vendor shall not make or permit to be made a public announcement and/ or media release about any aspect of this Contract unless the Authority first gives the Vendor its written consent.
- b. In case the Vendor is found to have made public announcements and/ or media releases about any aspect of this Contract without the Authority's written consent, the Authority reserves the right to apply penalties and/ or blacklist the Vendor.

1.21. Force Majeure

- a. Force Majeure Event

As used in the Contract, Force Majeure Event means the occurrence of any of the Non-Political Events, the Political Events or the Other Events, set out in the Contract including the impact/ consequence thereof which:

- i. Is beyond the control of the Party claiming to be affected thereby (the "**Affected Party**");
 - ii. Prevents completely or partially the Affected Party from performing or discharging its obligations under the Agreement; and
 - iii. The Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.
- b. Non-Political Events

Any of the following events which prevent the Affected Party from performing any of its obligations for a continuous period of not less than 7 (seven) Days from the date of its occurrence, shall constitute a Non-Political Event:

- i. Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site and by reasons not attributable to the Vendor or the Contractor or any of the employees or agents of the Vendor or the Contractor);
 - ii. Strikes or boycotts (other than those involving the Vendor, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them), and not being an “Other Event” set forth in Volume III Section 1.28, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Vendor or the Contractor;
 - iii. Any event or circumstance of a nature analogous to any of the foregoing.
- c. Political Events

Any of the following events shall constitute Political Event:

- i. Change in Law for which no relief is provided under the provisions of the Agreement, resulting in Material Adverse Effect;
- ii. Action of a Government having Material Adverse Effect including but not limited to:
 - I. Acts of expropriation, compulsory acquisition or takeover by any Government of the Project/Project Facilities and Services or any part thereof or of the Vendors or the Contractor’s rights under any of the Project Contracts, and
 - II. Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than the Vendor’s or the Contractor’s breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Vendor or the Contractor as the case may be is bound
- iii. Early determination of the Agreement by AUTHORITY for reasons of national emergency, national security or the public interest;

- iv. Any failure or delay of a Contractor caused by any of the aforementioned Political Events, for which no offsetting compensation is payable to the Vendor by or on behalf of the Contractor; or
- v. Any event or circumstance of a nature analogous to any of the foregoing.

d. Other Events

Any of the following events which prevents the Affected Party from performing any of its obligations under the Agreement for a continuous period of not less than 14 (fourteen) Days from the date of its occurrence, shall constitute the Other Event:

- i. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- ii. Industry wide or State-wide strikes or industrial action;
- iii. Any civil commotion, boycott or political agitation which prevents collection of Fee by the Vendor;
- iv. Epidemics, pandemics or quarantine restrictions
- v. Any judgment or order of a court of competent jurisdiction or statutory AUTHORITY in India made against the Vendor or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Vendor; and any judgment or order of a court of competent jurisdiction or statutory AUTHORITY in India made against the Vendor or the Contractor in any proceedings which is non collusive and duly prosecuted by the Vendor other than relating to proceedings
 - I. Pursuant to failure of the vendor to comply with any Applicable Law or Applicable Permit; or
 - II. on account of breach of any Applicable Law or Applicable Permit or of any contract; or
 - III. Enforcement of the Agreement; or
 - IV. With respect to exercise of any of its rights under the Agreement by Authority;
- vi. Any event or circumstance of a nature analogous to any of the foregoing.

e. Notice of Force Majeure Event

- i. The Affected Party shall give written notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the “Notice”) as soon as the same arises or as soon as reasonably practicable and in any event within 14 (fourteen) Days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under the Agreement.
 - ii. The Notice shall *inter-alia* include full particulars of:
 - I. The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
 - II. The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party’s ability to perform its obligations or any of them under the Agreement;
 - III. The measures which the Affected Party has taken or proposes to be taken, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
 - IV. Any other relevant information.
 - iii. So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (fortnightly/monthly) written reports containing the information called for by Section above and such other information as the other Party may reasonably request.
- f. Performance of Obligations
- i. If the vendor is rendered wholly or partially unable to perform any of its obligations under the Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:
 - I. Due notice of the Force Majeure Event has been given to Authority as required by the preceding Article
 - II. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event

- III. The vendor has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Property/Project Asset/Project Facilities as a result of the Force Majeure Event and to restore the Property/Project Asset/Project Facilities, in accordance with the Good Industry Practice and its relative obligations under the Agreement
- IV. When the vendor is able to resume performance of its obligations under the Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- V. The vendor shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement;
- VI. Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by Authority.

1.22. Delivery

- a. Vendor shall bear the cost for packing, transport, insurance, storage, Installation and delivery of all the goods/ hardware/ Xponders for at all locations identified by the Authority and as per the scope of work and the delivery schedule.
- b. The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Authority.

1.23. Insurance and others

- a. The Goods supplied under this Contract shall be comprehensively insured by Vendor at its own cost, against any loss or damage, for the entire period of the contract. Vendor shall submit to the Authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- b. The Vendor shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation.

- c. The Vendor shall take out and maintain at its own cost, on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified below:
- i. At the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.
 - ii. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate
 - iii. insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

1.24. Transfer of ownership

- a. The Vendor shall transfer all titles to the assets and goods procured for the purpose of the project to the Authority at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by the Vendor. The Vendor is expected to provide ownership right of only those solutions and goods which would be customized by the Vendor for the use of NewSpace India Limited. For any pre-existing work, the Vendor and the NewSpace India Limited shall be held jointly responsible and its use in any other project by Vendor shall be decided on mutual consent.
- b. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, the Vendor shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from or for the Vendor in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. The Vendor shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

1.25. Exit management plan

- a. An Exit Management plan shall be furnished by the vendor in writing to the Authority within 90 days from the date of signing the Contract, which shall deal with

at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Delivery Schedule monitoring.

- i. A detailed program of the transfer process to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. Exit Management plan in case of normal termination of Contract period
 - iii. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
 - iv. Exit Management plan in case of termination of vendor
 - v. A representative of the Authority shall certify that all necessary tests have been successfully carried out and the Project is completed as per the standards and specifications mentioned in Volume II of the RFP
- b. Exit Management plan at the minimum adhere to the following:
- i. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Independent Engineer/ Authority
- c. In the event of termination or expiry of the contract, Project Implementation, or Delivery Schedule monitoring, both vendor and Authority shall comply with the Exit Management Plan.
- d. During the exit management period, vendor shall use its best efforts to deliver the services.

Volume III

Chapter 2: Special Conditions of Contract

2. Special Conditions of Contract

2.1. Performance Bank Guarantee (Performance Security)

- a. Vendor shall furnish Performance Bank Guarantee to the Authority at the time of signing the Contract which shall be equal to 05% of the value of the Contract and shall be in the form of a Bank Guarantee from a Nationalized/ Scheduled Bank in the Proforma given in the RFP within 15 days after issuance of letter of intent (LOI) or Letter of Award (LoA) which would be valid up to a period of six months after the contract period.

2.2. Liquidated Damages

- 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 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.
- iii. The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money due to the vendor (which includes the Authority's right to claim such amount against vendor Bank Guarantee) or which may become due to vendor. Any such recovery or liquidated damages shall not in any way relieve the vendor from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- iv. Delay not attributable to the vendor shall be considered for exclusion for the purpose of computing liquidated damages.

2.3. Risk Purchase Clause

If the Vendor fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order/ contract/ workorder, NSIL shall be entitled to terminate the contract and to purchase the same or “ the best and the nearest available substitute” from elsewhere at the risk and cost of the seller either the whole or any part of the goods/ services. In case of deviation or non-acceptance of Risk purchase clause, the offer/ order shall be liable for rejection. Risk & Cost Amount payable by Supplier or recoveries in-lieu of Risk Purchase may be recovered from the vendor by encashing/invoking Bank Guarantee, Security Deposits available with NSIL against the same or any other contract or may be adjusted against dues payable to the Vendor by NSIL against other any purchase orders/contracts/work orders etc. of NSIL.

2.4. Limitation of Liability

a. Limitation of Liability:

- i. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- ii. Except in case of gross negligence or wilful misconduct on the part of Vendor or on the part of any person or company acting on behalf of Vendor in carrying out the Services, the Vendor shall not be liable to Authority with respect to damage caused by Vendor to Authority’s property for an amount exceeding the amount specified in clause iv herein below,;
- iii. For any indirect or consequential loss or damage; and
- iv. For any direct loss or damage that exceeds (A) the total payments payable under the Contract to Vendor hereunder, or (B) the proceeds Vendor may be entitled to receive from any insurance maintained by Vendor to cover such a liability, whichever of (A) or (B) is higher.
- v. This limitation of liability shall not affect the Vendor liability, if any, for damage to Third Parties caused by the Vendor or any person or company acting on behalf of the Vendor in carrying out the Services.

2.5. Security and safety

- a. The vendor shall comply with the directions issued from time to time by the Authority and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- b. The vendor shall upon reasonable request by the Authority, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

2.6. Confidentiality

- a. The Vendor shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/ Contract and/ or Authority's business/ operations, information, Application/ software, hardware, business data, architecture schematics, designs, storage media and other information/ documents without the prior written consent of the Authority.
- b. The Authority reserves the right to initiate legal proceedings, civil or criminal, against the Vendor in relation to a dispute arising out of breach of obligation by the Vendor under this clause.
- c. The Vendor shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a Non-Disclosure Agreement with the Authority to the satisfaction of the Authority.
- d. The Vendor shall notify the Authority promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the Authority.
- e. The Vendor shall be liable to fully compensate the Authority for any loss whether monetary or otherwise from breach of confidentiality.
- f. As part of this clause, the Vendor shall execute the Non-Disclosure Agreement as per the format indicated in this RFP.

2.7. Events of default by the vendor

The failure on the part of Vendor to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Vendor. The events of default are but not limited to:

- a. The Vendor/ Vendor's Team has failed to perform any instructions or directives issued by the Authority which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
- b. Vendor / Vendor's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures/ Delivery Schedule, or if Vendor has fallen short of matching such standards/ benchmarks/ targets as the Authority may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of Vendor may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority;
- c. Vendor has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Authority, despite being served with a default notice which laid down the specific deviance on the part of Vendor / Vendor's Team to comply with any stipulations or standards as laid down by the Authority; or
- d. Vendor / Vendor's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Authority during the term of this Contract and which the Authority deems proper and necessary for the execution of the scope of work under this Contract
- e. Vendor / Vendor's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to Vendor.
- g. Vendor/ Vendor's Team has failed to comply with or is in breach or contravention of any applicable laws.

Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to Vendor, setting out specific defaults/ deviances/ omissions/ non-compliances/ non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to Vendor by the Authority, the Vendor fails to remedy the default within the cure period specified above to the satisfaction of

the Authority, the Authority may, where it deems fit, extend the cure period or terminate the contract forthwith by issuing a termination notice.

2.8. Termination

Under normal circumstances, termination/ short closing of the contract to be entered into with the Vendor, pursuant to acceptance by the Authority of its offer following the issue of RFP, is not foreseen. However, the Authority, reserves the right to terminate the Contract in whole or part by giving ninety (90) days prior notice in the following circumstances.

- a. Due to repeated or material non-performance in the execution of contract so entered into;
- b. If the Vendor fails to deliver/ meet the requirements of Authority within the stipulated delivery schedule (and extension, if any granted by the Authority) thereof;
- c. If the Vendor fails to honour the whole or any part of the contract to be entered into including failure to deliver/ meet the requirements of Authority within the stipulated time as per the contract;
- d. If the Vendor is found to have made any false or fraudulent declaration or statement in the offer made following the issue of RFP, to obtain the contract or the Vendor is found to be indulging in unethical or unfair trade practices;
- e. If the Vendor is found to have been engaged in unethical and incorrect practices
- f. If the Vendor is subject to a proceeding for insolvency which is admitted and no stay of such order is obtained within a period of one month.
- g. Vendor fails to comply with the Delivery Schedule specified in this RFP
- h. When both the parties agree mutually for termination
- i. Any special circumstances, which in the sole discretion of the Authority justifies the termination of contract, such as infringement of Intellectual Property Rights, failure to comply with confidentiality obligations, or failure to comply with security related directions and/ or guidelines etc.

Without Fault of the Vendor

- a. The Authority may in its sole discretion terminate this Contract without assigning any reason or default of the Vendor.

- b. In the case of termination of the Contract by the Authority without any fault of the Vendor, the Vendor shall, on receipt of the Authority's instructions, forthwith take the necessary steps to implement them. The period to be allowed to implement them shall be fixed by the Authority after discussion with the Vendor and, in general, but shall not exceed ninety (90) days.
- c. Subject to the Vendor conforming with the instructions, Authority shall take over from the Vendor at a fair and reasonable price all finished parts not yet delivered to the Authority, all unused and undamaged material, bought-out components and articles in course of manufacture in the possession of the Vendor and property obtained by or supplied to the Vendor for the performance of the contract, except such material, bought-out components and articles in course of manufacture as the Vendor shall elect to retain, with the written consent of the Authority.
- d. The Authority will agree to indemnify the Vendor against such part of any loss of profit as is proven to be attributable to the cancellation of the contract to be entered into and against any damage resulting from the cancellation of such contract, in particular against any commitment, liabilities or expenditure which are reasonably and properly chargeable by the Vendor and are related to such contract, in so far as the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss to the Vendor by reason of the cancellation of the contract to be entered into.
- e. The amount of compensation payable shall be fixed on the basis of evidence produced by the Vendor and accepted by the Authority, which will be binding on the Vendor.
- f. The Authority shall in no circumstances be liable to pay any sum which, when added to the other sums paid, due or becoming due to the Vendor under the contract to be entered into, exceeds the total payment for the work set forth in the contract.
- g. The ownership of all materials, parts and unfinished work paid for by the Authority under the provisions of this paragraph shall be vested in or transferred to the Authority as soon as they have been paid for.

With fault of the Vendor:

- a. The Authority reserves the right, after full consideration of all relevant circumstances, including the observations of the Vendor, to cancel a contract in any of the following circumstances.
 - i. In the event of the Vendor's failure to meet:

- ii. The Technical requirements of the contract and Project; and
 - iii. The Progress and/or delivery requirements of the Project.
- b. If the Vendor has not observed the provisions set out in concerning the disclosure and use of information provided by the Authority;
- c. If the Vendor transfers its contract to be entered into pursuant to acceptance of its offer following the issue of RFP without the Authority's prior written authorization or concludes sub-contracts against the Authority's explicit directive; and
- d. In the event the Vendor repudiates the contract or fails to dispatch or deliver all or part of the goods ordered for reasons other than those proven to be owing to the Authority's actions, the Authority may, by giving an appropriate notice in writing to the Vendor, fix a Date of Essence by which the Vendor must complete the dispatch in full. If the Vendor fails to do so, Authority, in addition to its right to recover liquidated damages in terms of the contract to be entered into, shall also have the right to cancel such contract and make substitute risk purchases from other sources at the cost of the Vendor. If the goods are in a partial state of fabrication, Authority may have the fabrication completed by other means, in which event the Vendor shall be liable to Authority for the additional expenses incurred by Authority thereby, and the Vendor shall not have any claim on savings, if any, in such cases.
- e. In the event of such cancellation, Authority shall, unless otherwise specified in the contract, only pay:
- i. The contractual value of items delivered and accepted under the contract before receipt of notification of cancellation, or to be accepted under the special conditions of cancellation.
 - ii. A fair and reasonable price in respect of such work as has been carried out prior to the receipt of notification of cancellation by the Vendor.
- f. In case of cancellation due to the fault of the Vendor, AUTHORITY may, at its option and without prejudice to its right of claiming compensation for damage other than the damage already covered by the provision of sub-paragraphs a, b, and c below:
- i. Have the work performed in its own establishments, in which case, the Vendor shall be charged with all additional costs arising out of this action and the Vendor shall, in addition, pay compensation in accordance with the scale referred to in the agreement, for each week the work is not completed after the delivery date laid down in the contract.

- ii. Have the work performed by way of a replacement contract with a third party, in which case, the Vendor shall be charged with the additional costs arising out of this action and the Vendor shall, in addition, pay compensation in accordance with the scale referred in the contract to be entered into, running from the delivery date laid down in the contract up to the delivery date stipulated in the replacement contract.
- iii. Have the work terminated, in which case the Authority shall be entitled to full compensation for the damage caused due to lack of delivery. However, the contract may stipulate that this damage may be liquidated by an amount as specified in the contract.

The damages already due under the provisions of the Contract to be entered into before cancellation of the Contract will remain payable, but such amount shall be deducted from the compensation due under the provision's clause. In the case referred to in sub- points (a) and (b) above, and in order to ensure completion of the supply of the goods and/or services under the Project, the Vendor in default shall, where the use of intellectual property rights is required, do everything in its power to enable the new Party or Authority to use the rights concerned. The Vendor in default shall make no claim in respect of such use and shall bear the cost of the fees due to third parties for the use of their rights.

2.9. Consequence of Termination

- a. In the event of termination of the Contract due to any reason the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow and provide all such assistance to the Authority and/ or the successor agency/ service provider, as may be required, to take over the obligations of the Vendor in relation to the execution/ continued execution of the requirements of the Contract.
- b. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Vendor or due to the fact that the survival of the Vendor as an independent corporate entity is threatened/ has ceased, or for any other reason, whatsoever, the Authority, through unilateral re-determination of the consideration payable to the Vendor, shall pay the Vendor for that part of the Services which have been authorized by the Authority and satisfactorily performed by the Vendor up to the date of termination. Without prejudice to any other rights, the Authority may retain such amounts from the payment due and payable by the

Authority to the Vendor as may be required to offset any losses caused to the Authority as a result of any act/ omissions of the Vendor. In case of any loss or damage due to the default on the part of the Vendor in performing any of its obligations with regard to executing the Schedule of Requirements under the Contract, the Vendor shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of Vendor as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/ any functions as stipulated by the Authority and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of Vendor's Bid, the Bid Document and the Contract

- c. Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/ or remedies that may be available to the Authority under law except in a case, where the services are terminated due to force majeure.
- d. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

2.10. Defect Liability after Termination

The Vendor shall be responsible for all defects and deficiencies in the Project for a period of 180 (One hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Project during the aforesaid period. In the event that the Vendor fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Vendor's risk and cost so as to make the delivered systems conform to the technical requirements that shall be provided at the time of signing of the contract.

2.11. Change Control

- a. This applies to and describes the procedure to be followed in the event of any proposed change to contract, implementation plan, and Delivery Schedule.
- b. The change shall be notified using the Change Control Note (CCN) which is indicated in this RFP.

- c. Change requests in respect of the contract, implementation plan, or the Delivery Schedule shall emanate from the Vendor's representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process.
- d. The Vendor's representative shall complete Part A of the CCN. CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Authority.
- e. The Vendor and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required
- f. The CCN shall be applicable for the items which are beyond the stated/ implied scope of work as per the RFP document.
- g. Vendor shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN Vendor shall provide as a minimum:
 - i. a description of the change;
 - ii. a list of deliverables required for implementing the change;
 - iii. a timetable for implementation;
 - iv. an estimate of any proposed change;
 - v. any relevant acceptance criteria;
 - vi. an assessment of the value of the proposed change;
 - vii. Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Delivery Schedule.
- h. Prior to submission of the completed CCN to the Authority or its nominated agencies, Vendor shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, Vendor shall consider the materiality of the proposed change in the context of the Agreement, the sites, Delivery Schedule affected by the change and the total effect that may arise from implementation of the change.

2.12. Change Control Note

Change Control Note	CCN Number:
----------------------------	--------------------

Part A: Initiation

Title:	
Originator:	
Sponsor:	
Date of Initiation:	

Details of Proposed Change

(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)

Authorized Authority	by	Date:
Name:		
Signature:		
Received by the Vendor		Date:
Name:		
Signature:		

Change Control Note

CCN Number:

Part B: Evaluation

(Identify any attachments as B1, B2, and B3 etc.)

Changes to Services, payment terms, payment profile, documentation, training, Delivery Schedule and component working arrangements and any other contractual issue.

Brief Description of Solution:

Impact:

Deliverables:

Timetable:

Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Vendor	Date:
Name:	
Signature:	
Change Control Note	CCN Number:
Part C: Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved Rejected Requires Further Information (as follows, or as Attachment 1 etc.)	
For Authority and its nominated agencies	For Vendor
Signature	Signature
Name	Name
Title	Title
Date	Date

@@@@@