

## INVITATION OF BIDS

Request for Proposal (RFP)

for

Procurement of dedicated

Internet Leased Line (ILL) Connectivity at INCOIS(Hyderabad) for Vessel  
Communication Support System (VCSS) Project

E-Tendering



17 Jun 2026

**NewSpace India Limited**

[A Government of India company under Department of Space]

**ISRO HQ campus, Bengaluru – 560 094**

## Table of Contents

Letter of Invitation.....	3
1. Introduction.....	5
1.1 NewSpace India Limited.....	5
1.2 Objective of the RFP.....	5
2. Definitions and Acronyms.....	5
3. Instructions to Bidders.....	7
3.1 General Terms.....	7
3.2 Language of Bid submission.....	8
3.3 Eligibility Criteria.....	8
3.4 Earnest Money Deposit (EMD).....	8
3.5 Security Deposit.....	8
3.6 Bid Submission.....	9
4. Scope of work.....	9
5. Payment Terms & Schedule.....	10
6.1. Hardware for Termination, Work Schedule & Milestone Review.....	12
7 Validity.....	12
8 Applicable Law & Jurisdiction.....	12
9 FORCE MAJEURE.....	12
10. Choice of Law & Dispute Resolution.....	13
11. Risk Purchase.....	14
12. Events of default by the Bidder.....	14
13. Termination.....	15
14. Consequence of Termination.....	17
15. Defect Liability after Termination.....	17
15. Annexures and Appendix.....	19
<b>ANNEXURE -1</b> .....	21
<b>ANNEXURE -2</b> .....	22
<b>ANNEXURE-3</b> .....	23
<b>ANNEXURE-4</b> .....	24

## RFP letter of Invitation

### Letter of Invitation



### NewSpace India Limited

[A Government of India company under Department of Space]

Ref: NO. NSIL/26-27/ILL/INCOIS/VCSS/01

17 June 2026

Sub: 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.

1. NSIL, hereby invites through this Request for Proposal (“RFP”), the interested bidders for Supply, Implementation and Configuration of Internet Leased Line (ILL) Connectivity at INCOIS.
2. Interested vendors (viz. our registered vendors) shall visit the URL i.e. <https://etenders.gov.in/eprocure/app> for downloading of tender documents, bid preparation, hash submission, bid submission etc. The Tenders shall be duly digitally signed and encrypted by the Tenderers using their Digital signature certificate.
3. The tender in response to this tender is to be submitted electronically in place of offers in ‘Hand copy under sealed envelope’ as is being done conventionally. Tender submission, Tender closing and opening activities will be done electronically and online. No oral, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
4. 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 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:	Manager, Commercial
(d)	Telephone numbers of the contact person:	080-2217 2049

(e)	E-mail ID of contact person:	E-mail: <a href="mailto:etenders@nsilindia.co.in">etenders@nsilindia.co.in</a> <a href="mailto:purchase@nsilindia.co.in">purchase@nsilindia.co.in</a>
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5. 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.
6. Schedule of the Bidding Process is as follows:

Sl. No.	Activity	Schedule
a)	Document reference No	NSIL/26-27/ILL/INCOIS/VCSS/01
b)	RFP issue date	Refer CPPP Portal
c)	Completion of clarification on RFP queries	
d)	Submission of RFP responses	

-Sd-  
[Sathish Babu E]  
Manager, Commercial

## Request For Proposal (RFP) for

### Procurement of dedicated Internet Leased Line (ILL) at INCOIS(Hyderabad) for Vessel Communication Support System (VCSS) Project

#### 1. Introduction

##### 1.1 NewSpace India Limited

NewSpace India Limited (NSIL), a Government of India company under Department of Space (DOS) Space having its Corporate Office at ISRO Hq campus, New BEL Road, Bengaluru- 560 094, NSIL is the commercial arm of Indian Space Research Organization (ISRO).

NSIL desires to establish dedicated Internet Leased Line (ILL) at INCOIS, Hyderabad to meet the VCSS project requirements.

##### 1.2 Objective of the RFP

NSIL through this RFP aims to select Bidder for procurement of dedicated Internet Leased Line (ILL) which includes Supply, Installation of necessary equipment, configuration and along with Supply of unshared 100 Mbps dedicated Internet Bandwidth including Free/Usable Static IPs at INCOIS, Hyderabad for Vessel Communication Support System (VCSS) Project.

#### 2. Definitions and Acronyms

SN	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	INCOIS, Hyderabad
5.	Authorized Signatory	A person who is duly authorised from the bidder through the Power of Attorney 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.	ATP	ATP means Acceptance Test Plan

SN	Term/Acronym	Description
8.	Bidder	<p>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.</p> <p>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</p>
9.	BoM	Shall Mean Bill of Material
10.	Completion	Shall mean the fulfilment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract
11.	Company	means a body incorporated in India under the Indian Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
12.	Conflict of Interest	<p>A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:</p> <p>a) 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</p> <p>b) A constituent of such Bidder is also a constituent of another Bidder; OR</p> <p>c) 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</p> <p>d) Any two Bidders have the same legal representative for purposes of this Tender; OR</p> <p>e) 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</p> <p>f) 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.</p>
13.	Commissioning	means a project shall be considered commissioned if all equipment/ hardware/ software/ firmware, mentioned under the scope of contract, has been successfully installed and ready for operation.
14.	Contract	Authority after evaluation of bids identifies

SN	Term/Acronym	Description
15.	Non-Compliance	Shall mean failure/refusal to comply the terms and conditions of this RFP/ tender
16.	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 / 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
17.	Notice	a notice; or a consent, approval or other communication required to be in writing under this Contract.
18.	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
19.	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
20.	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
21.	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.
22.	Bidder	Successful Bidder or "Bidder" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.

### 3. Instructions to Bidders

#### 3.1 General Terms

- 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 (PO) has been executed by Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder.
- d. 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 Government e Marketplace (GeM) portal.

### 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 be any Authorized Indian organization/entity/limited company/private company or any agency with experience and capable of taking up works of providing and establishment of Internet Leased Line (ILL) and Supply of unshared dedicated Internet Bandwidth.

The bidder is an ISP connected member of NIXI and having valid ISP license (Documentary proof should be provided).

The bidder has not been blacklisted in any of the Central or State Government departments including PSUs at the time of submission of tender (Declaration should be provided).

**Experience Certificate:** successfully executed to at least 2 contract order pertaining to establishment of Internet Leased Line (ILL) for Data Centres/ Govt. offices with order value of min. Rs. 10 lakh or above. Submit end user/customer work completion certificate along with contract/PO.

### 3.4 Earnest Money Deposit (EMD)

- a. EMD of Rs. 60,000 (Sixty Thousand rupees only) shall be made through Bank Guarantee/ Insurance Surety Bond in favour of "NewSpace India Limited."
- b. No exemption for submitting the EMD will be given to any agency. However, MSME are exempted from EMD subjected to submitting the MSME certificate along with requisite supporting documents. 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 3 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 Security Deposit/Performance Bank Guarantee by the Selected Party.

### 3.5 Security Deposit

Upon signing of the contract, the Contractor/Bidder shall deposit with NSIL security deposit of amount equivalent to 5% of the order value, in the form of Performance Bank Guarantee issued by a nationalized bank and shall be valid for entire term of contract with

a minimum claim period of an additional three months. The Contactor/ Bidder shall suitably amend the Bank Guarantee as and when required. The security deposit has to be submitted within 15 days after the receipt of LOI/Work Order. Security Deposit will be released post completion of 5 years of the commitment period.

### 3.6 Bid Submission

The proposal should be submitted in two separate covers containing:

- **Part-A: Techno-commercial bid**
- **Part-B: Price bid**

The techno-commercial bid shall contain the response to the RFP, the compliance statement, the price bid (masking the price values) and applicable taxes and its rates. The compliance statement is enclosed as Annexure -3.

The price bid shall be furnished in the format enclosed in **Annexure-4**. This part shall indicate the Price (with detailed break-up of applicable taxes and duties).

### 4. Scope of work

The purpose of this RFP is to solicit proposals from vendors to provide a dedicated Internet leased line (ILL) with unshared bandwidth. Both availability and consistent bandwidth are critical. This includes setting up of last mile connectivity, supply and installation of necessary equipment, along with Supply of unshared 100 Mbps Internet Bandwidth. NSIL will enter into a service contract with successful bidder for a commitment period of 5 years w.e.f. Jul 01, 2026 which will be reviewed on yearly basis and on satisfactory performance the same will be renewed for subsequent years.

Specification for Internet based leased line (ILL) at INCOIS, Hyderabad is as follows:

SN	Parameter	Specifications
1	Objective	Setting up of highly reliable ILL at INCOIS, Hyderabad.
2	No of link	01 in ring architecture on last mile
3	Type of circuit	Internet circuit with contention ratio of 1:1
4	Committed Bandwidth	100 Mbps full duplex (100 Mbps download and 100 Mbps upload)
5	Interface	1G Ethernet
6	Link Availability	99.5% or better – monthly average
7	Static IP address	8 nos. of IPV4 static public IP address
8	Network equipment	The vendor shall provide and manage the data communication / routing equipment at INCOIS, Hyderabad
9	Testing and validation	The circuit shall be fully tested for its functional and performance parameters by the service provider before handing over to NSIL / INCOIS for operations. NSIL /

		ISRO may conduct full T&E of the link for 24 hours duration to validate its performance and reliability.
10	Escalation Matrix	ISP shall provide the escalation matrix for resolution of issues and escalations.
11	Configuration Management	ISP shall support configuration change / management requirements (up-to three instances in a year) with no additional cost to NSIL.

## 5. Payment Terms & Schedule

### 5.1. Payment terms

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. 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.

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.

### c. Payment Schedule:

Two copies of Invoice with GST of the respective location.

Installation and commissioning report (along with first invoice)

Payment will be released in half yearly. For claiming the payment, the following documents have to be submitted.

- 1) Invoice from the vendor for the period of service
- 2) Network Uptime report duly signed by the concerned person of Authority/NSIL/ NSIL Authorised representative and representatives of the supplier.

### 5.2 Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA): -

The shortlisted vendor will be required to sign an SLA and NDA with NHB.

Some important points which shall be covered under SLA will be:

- Point-to-point network uptime guaranteed at a minimum of 99.5%.
- Internet availability guarantees, including packet loss guarantees and latency guarantees.
- Procedure for resolving service problems, plus compensation for service outages and degradation.
- Availability of 24-hour Help Desk service.
- Availability of online traffic statistics accessible to the customer.
- Complete escalation matrix.
- Exclusions: Down time due to following situations will not be considered for the purpose of penalty calculation +
  - Schedule maintenance by the service provider with prior intimation
  - Link down due to power failure at INCOIS location/office
  - Force majeure events
- Liquidated Damages (LD) / Penalty Clause.

During the entire contract period the Bidder should guarantee uptime during normal business hours as mentioned in SLA on monthly basis. NSIL will impose penalty as given below: Uptime per month	Penalty in % of Monthly Payment
>= 99.50%	0
> 98.00 to < 99.50	5
> 95.00 to < 98.00	10
< 95.00	20
For ILL downtime > 10 days in a calendar month	50

#### 6. Liquidated Damages (LD)/ Penalty clause: -

In the event of non-provisioning of connectivity at any location/office even after extension of delivery date. Penalty at 1 % of the annual cost of the link will be charged for every week's delay subject to maximum of 10%.

- a. 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.

**Note:** Delay not attributable to the vendor shall be considered for exclusion for the purpose of computing liquidated damages.

## 6.1. Hardware for Termination, Work Schedule & Milestone Review

### 6.2. Hardware for Termination

- a. Router, Mux/Modem, and any other hardware required to be provided by ISP.
- b. Supplied hardware should be included in the services and it will be the property of the ISP only.
- c. Maintenance of Hardware supplied by ISP will be the responsibility of ISP only.

### 6.3 Work Schedule & Milestone Review

SN	Activity Milestone	Time (in weeks)
1.	Supply of Router and other accessories as a service to provide dedicated Internet leased line [ILL]	T <sub>0</sub> +1
2.	Installation, Implementation and Configuration of Internet Leased Line (ILL) Connectivity	T <sub>0</sub> +2
3.	Completion of testing & successful commissioning and acceptance by Buyer/NSIL/NSIL Authorised representative.	T <sub>0</sub> +4

**Note:** T<sub>0</sub>– Starts, After 5 days from the Contract /PO placement date

## 7 Validity

The proposal shall be valid for 90 days from the tender due date.

## 8 Applicable Law & Jurisdiction

- The Contract shall be interpreted, construed and governed by the Laws of India and the Courts in Bengaluru City alone shall have exclusive jurisdiction in the instance a dispute arises between the Parties. Adherence and acceptance to this Clause is Compulsory, otherwise the Tender will be rejected.

## 9 FORCE MAJEURE

Neither party shall bear responsibility for the complete or partial non- performance of any of their obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present assignment/ Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present assignment/Contract.

## 10. Choice of Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of law principles. The courts located in Bengaluru, Karnataka, shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

- 10.1. **Negotiation:** In the event of any dispute, claim, question or difference arising out of or relating to this Agreement or any breach hereof, the parties hereto shall use reasonable efforts to settle such dispute, claim, question or difference. The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between an authorized representative of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within FOURTEEN (14) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of this Article 5.6 shall apply.
- 10.2 **Mediation.** If the matter is not resolved by negotiation within FOURTEEN (14) days of receipt of a written 'invitation to negotiate', the Parties will attempt to resolve the dispute in good faith through mediation and the same shall be referred to Mediator of Institutional Mediation Centre, as agreed by both the Parties and effort shall be made to ensure the disputes are resolved within SIXTY (60) days from the date of first hearing by the Mediator, unless mutually agreed to be extended by all the Parties, for such extended term. The cost of mediation shall be borne equally by the Parties.
- 10.3. **Arbitration.** If the matter has not been resolved by mediation within SIXTY (60) days of the initiation of that procedure, or if any Party has not participated in mediation procedure, the dispute shall be referred to arbitration by any Party. The arbitration shall be finally resolved in accordance with Bangalore International Mediation, Arbitration and Conciliation Centre (BIMACC) under the BIMACC Rules of Arbitration as may be in force at the time. The seat of the arbitration shall be India and venue shall be Bangalore, India. The Tribunal shall consist of sole arbitrator appointed by the Parties mutually. In the event of failure to do so, the BIMACC Council shall appoint a sole arbitrator in accordance with Bangalore International Mediation, Arbitration and Conciliation Centre (BIMACC) under the BIMACC Rules of Arbitration as may be in force at the time. The language of the arbitration proceedings shall be English. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the Parties unless the award provides otherwise. In the event that Arbitration hearing is cancelled resulting in a cancellation fee, the Party initiating the request or causing the cancellation shall bear the full cost of the cancellation fees, unless the Parties agree otherwise.

The decision of the arbitration tribunal shall be final and binding on the Parties hereto. Judgment on the award may be entered in any court having jurisdiction over one or more of the Parties or their assets, but the Parties shall also have the right to enforce any judgement arising from such arbitration in any court of competent jurisdiction. Notwithstanding the foregoing, each Party reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction with respect to any disputes,

controversies or claims related to the actual or threatened infringement, misappropriation or violation of a Party's intellectual property rights or a breach of a Party's Confidential Information.

The arbitration proceeding will be confidential, and neither Party will publicize the nature of any dispute or the outcome of any arbitration proceeding except to the extent required by applicable law, provided in such case the Party required to make any disclosure informs the other Party of such requirement to allow the other Party to seek a protective order. The arbitrator will issue appropriate protective orders to safeguard each Party's Confidential Information disclosed in the arbitration

## **11. Risk Purchase**

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If the vendor fails to supply within the delivery period or any extension allowed by purchaser, NSIL will have right to procure the same from any other available source at the risk and cost of the vendor. Wherever risk purchase clause is enforced, the vendor is liable to pay the additional amount, if any, spent by NSIL as against the value of the purchase order/contract in addition to NSIL right to avail other remedy available at its discretion.

## **12. Events of default by the Bidder**

- a. The failure on the part of Bidder 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 Bidder. The events of default are but not limited to:
- b. The Bidder/ Bidder'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
- c. Bidder / Bidder'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 Bidder 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 Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority;
- d. Bidder and its team failed to remedy a defect or non-performance despite a default notice detailing deviations from the Authority's standards.
- e. Bidder and its team failed to comply with amended directions, instructions, modifications, or clarifications issued by the Authority during the contract term, as necessary for execution.
- f. Bidder and its team failed to demonstrate or sustain any representations or warranties made in its bid, the RFP, or the contract.

- g. 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 Bidder.
- h. Bidder/ Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- i. Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to Bidder, 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.
- j. Where despite the issuance of a default notice to Bidder by the Authority, the Bidder 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.

### **13. Termination**

- a. Under normal circumstances, termination/ short closing of the contract to be entered into with the Bidder, 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.
- b. Due to repeated or material non-performance in the execution of contract so entered into;
- c. If the Bidder fails to deliver/ meet the requirements of Authority within the stipulated delivery schedule (and extension, if any granted by the Authority) thereof;
- d. If the Bidder 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;
- e. If the Bidder 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 Bidder is found to be indulging in unethical or unfair trade practices;
- f. If the Bidder is found to have been engaged in unethical and incorrect practices
- g. If the Bidder is subject to a proceeding for insolvency which is admitted and no stay of such order is obtained within a period of one month.
- h. Bidder fails to comply with the Delivery Schedule specified in this RFP.
- i. When both the parties agree mutually for termination
- j. 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.

#### **A. Without Fault of the Bidder**

- a. The Authority may in its sole discretion terminate this Contract without assigning any reason or default of the Bidder.
- b. In the case of termination of the Contract by the Authority without any fault of the Bidder, the Bidder 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 Bidder and, in general, but shall not exceed ninety (90) days.
- c. Subject to the Bidder conforming with the instructions, Authority shall take over from the Bidder 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 Bidder and property obtained by or supplied to the Bidder for the performance of the contract, except such material, bought-out components and articles in course of manufacture as the Bidder shall elect to retain, with the written consent of the Authority.
- d. The Authority will agree to indemnify the Bidder 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 Bidder and are related to such contract, in so far as the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss to the Bidder 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 Bidder and accepted by the Authority, which will be binding on the Bidder.
- 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 Bidder 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.

**B. With fault of the Bidder:**

- a. The Authority may cancel a contract after considering all relevant circumstances if the Bidder fails to meet the technical, progress, or delivery requirements, breaches information disclosure provisions, transfers or subcontracts contrary to directives, or repudiates or fails to dispatch goods for reasons not caused by the Authority.
- b. The Authority may fix a Date of Essence and, if the Bidder does not complete by that date, cancel and procure from other sources at the Bidder's cost, with partial fabrication costs borne by the Bidder and no claim to any potential savings. Upon cancellation, the Authority will typically pay only the contractual value of delivered and accepted items and a fair price for work performed prior to cancellation.
- c. If cancellation is due to the Bidder's fault, the Authority may have the work performed in-house or via a replacement contract—with the Bidder bearing extra costs and paying compensation as specified—or terminate with full damages, which may be liquidated as

provided in the contract. Damages already due remain payable and may be deducted from compensation, and the Bidder must assist in enabling the new party to use any intellectual property rights, bearing the related third-party costs.

#### **14. 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 Bidder 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 Bidder 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 Bidder or due to the fact that the survival of the Bidder 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 Bidder, shall pay the Bidder for that part of the Services which have been authorized by the Authority and satisfactorily performed by the Bidder 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 Bidder as may be required to offset any losses caused to the Authority as a result of any act/ omissions of the Bidder. In case of any loss or damage due to the default on the part of the Bidder in performing any of its obligations with regard to executing the Schedule of Requirements under the Contract, the Bidder 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 Bidder 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 Bidder'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.

#### **15. Defect Liability after Termination**

The Bidder 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 Bidder 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 Bidder'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.

**Note: The above terms and conditions 1 to 14 is generic to all tenders floated by NewSpace India Limited.**

## 15. Annexures and Appendix

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The following annexures and appendixes are included in the Tender document:

- Appendix-A: Bill of Quantity
  - Annexure-1: Covering Letter
  - Annexure-2: Company Details
  - Annexure-3: Compliance Statement
  - Annexure-4: Price Bid Format

**Note: Bidder Should not include commercial bid in the technical proposal, which would lead to disqualification of the proposal.**

**Appendix-A: Bill of Quantity**

**Request for Proposal (RFP) for Procurement of dedicated Internet Leased Line (ILL) Connectivity at INCOIS for VCSS project**

SN	DESCRIPTION	QTY	Unit
1	ONE TIME CHARGES (Supply of L3 Router (Make: Cisco, Model - C1121-4P SEC/K9), Inclusive of registration, Installation, testing etc.)	1	Set
	<b>TOTAL-A</b>		
2	Annual Recurring Charges for providing ILL Services for 1st year	1	Year
3	Annual Recurring Charges for providing ILL Services for 2nd year	1	Year
4	Annual Recurring Charges for providing ILL Services for 3rd year	1	Year
5	Annual Recurring Charges for providing ILL Services for 4th year	1	Year
6	Annual Recurring Charges for providing ILL Services for 5th year	1	Year
	<b>TOTAL-B</b>		

**GST Charges: Please mention the percentage of GST**

**Note: Above quoted price should include Packing, Transportation, and other costs towards delivery of Item.**

**Delivery Address: INCOIS, Hyderabad.**

**Delivery Period: 30 days from the date of PO Acceptance.**

**Payment Terms: Authority shall make all efforts to make payments to vendor within 45 days of receipt of invoice(s) and all necessary supporting documents.**

**Price Validity: The prices quoted is valid till 120 Days from the date of tender closing.**

## **ANNEXURE -1**

### **Covering Letter**

To  
Manager, Commercial  
NewSpace India Limited  
ISRO HQ Campus  
New BEL Road  
Bengaluru - 560 094

**Sub: Request for Proposal (RFP) for Procurement of dedicated Internet Leased Line (ILL) Connectivity at INCOIS for VCSS project**

**Ref: NSIL/VCSS/INCOIS/ILL**

Dear Sir,

1. Having examined the RFP document and annexure thereto, we would like to clearly state that we qualify for the work envisaged under this RFP and meets all eligibility criteria indicated in the RFP document.
2. We are in conformity with the RFP document and offer to provide the said services envisaged in the RFP document and the terms and condition. If selected, we offer to execute the work allotted to us within the time frame specified for the work.
3. We agree to execute an agreement, in the form to be communicated by NSIL, incorporating terms and conditions with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of your intention to accept this Proposal.
4. We understand that if the details given in support of claims made above are found to be untenable or unverifiable or both, our Proposal may be rejected without any reference to us. We further clearly understand that NSIL is not obliged to inform us of the reasons of rejection of our Proposal.
5. It is certified that the information furnished in this Proposal is true and correct to the best of our knowledge and nothing has been concealed or tampered with.
6. I am duly authorized to sign the documents/ Proposal for and on behalf of our Company/ Firm. Checklist, RFP Application Form and Undertaking Form as per the template are enclosed herewith.

Date:

Place:

**ANNEXURE -2**

**Company Details**

01	Name of the Bidder with contact telephone/ fax and e-mail	
02	Address of the Bidder with contact telephone/ fax and e-mail	
03	Registration details with date of incorporation along with PAN/TAN/TIN/GST Registration No. (Attach copies of all relevant documents)	
04	Balance Sheets for the last Three Financial Years	
05	Self-Declaration of Non-blacklisting (on company letterhead)	

Date:  
Place:

Signature:  
Name:  
Designation  
Official stamp

**ANNEXURE-3**

**Compliance Statement**

**Internet Leased Line (ILL) Connectivity at INCOIS for VCSS project**

SN	Description	Compliance	Remarks
1	Dedicated/Unshared Internet lease line [ILL] of 100Mbps	Yes / No	
2	Router (Make: Cisco/Equ, Model: C1121-4P SEC/K9/Equ, Mux/Modem, and any other hardware required to be provided by ISP.	Yes / No	
3	Supplied hardware should be included in the services and it will be the property of the ISP only.	Yes / No	
4	Maintenance of Hardware supplied by ISP will be the responsibility of ISP only.	Yes / No	
5	SLA commitment for service/support. If SLA Commitments are not honoured. Buyer/Authority can terminate the services.	Yes / No	
6	Commitment to support upto 5 years on need/requirement basis.	Yes / No	
7	Free/Usable Static IPs provided (Please specify qty in remarks column)	Yes / No	
8	Payment: Half Yearly, deducting LD if any	Yes / No	



**ANNEXURE-4**

**Price Bid Format**

**Internet Leased Line (ILL) Connectivity at INCOIS, Hyderabad for VCSS project**

SN	DESCRIPTION	QTY	Unit
1	ONE TIME CHARGES (Supply of L3 Router (Make: Cisco, Model - C1121-4P SEC/K9), Inclusive of registration, Installation, testing etc.)	1	Set
	<b>TOTAL-A</b>		
2	Annual Recurring Charges for providing ILL Services for 1st year	1	Year
3	Annual Recurring Charges for providing ILL Services for 2nd year	1	Year
4	Annual Recurring Charges for providing ILL Services for 3rd year	1	Year
5	Annual Recurring Charges for providing ILL Services for 4th year	1	Year
6	Annual Recurring Charges for providing ILL Services for 5th year	1	Year
	<b>TOTAL-B</b>		

NOTE: Price Bid should be submitted in the given BOQ format (.xls).

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