

LETTER OF INVITATION



NewSpace India Limited

[A Government of India company under Department of Space]

Ref.No.: NSIL/RFP/Appointment of Cost Auditor/2025/01

Date: 31-07-2025

Sub: Appointment of Cost Auditor under Sec 148(3) of the Companies Act

NewSpace India Limited (NSIL), a company incorporated under the Companies Act, 2013, bearing CIN U74999KA2019GOI122175, a Central Public Sector Enterprise ("CPSE") under administrative control of the Department of Space ("DOS"), Government of India, 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 technology and provide space-based solutions to meet various requirements including the requirements from Govt. and strategic sector related to telecommunication, broadcasting, security etc.

NSIL, hereby invites through this Request for Proposal (RFP) interested bidder for Conducting a Cost Audit for the period of 3 years from FY 2025-26 as per Sec 148(3) of the Companies Act.

1. The tender/bid in response to this RFP is to be submitted in two parts viz., Technical and Financial bid(s)
2. Interested vendors (viz. 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 Bidders using their class -3 Digital signature certificate.
3. The 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. The address and contact numbers for sending Bid or seeking clarifications, if any, regarding this tender are given below:

(a)	Bid/ Queries are to be addressed to	Sathish Babu E Manager, Commercial
(b)	Name/Designation of the contact person	Manager, Commercial
(c)	Telephone number of the contact person	080-23227777 Ext 137
(d)	E-mail ID of contact person	purchase@nsilindia.co.in

4. Details regarding validity of the bids, mode of submission of bids, evaluation criteria, documents to be enclosed and payment terms are defined in detail in the tender.
5. Details regarding validity of the bids, mode of submission of bids, evaluation criteria, documents to be enclosed and payment terms are defined in detail in the tender.
6. Schedule of the Bidding Process is as follows:

S. No.	Activity	Schedule
a)	Document reference No	NSIL/RFP/ Appointment of Cost Auditor/2025/01
b)	RFP issue date	As mentioned in CPPP Government eProcurement System https://etenders.gov.in/e procure/app etenders.gov.in
c)	Submission of Bid*	

* No extension of Date will be entertained.

7. This is a Limited Tender. The entire content of this Tender shall be treated as CONFIDENTIAL.

-Sd-
[Sathish Babu E]
Manager, Commercial

NEWSPACE INDIA LIMITED (NSIL), BENGALURU

TENDER SPECIFICATION

**Appointment of Cost Auditor for the FY 2025-26 under Sec 148(3) of
the Companies Act**

1. Background

NewSpace India Limited (NSIL), a company incorporated under the Companies Act, 2013, bearing CIN U74999KA2019GOI122175, a Central Public Sector Enterprise ("CPSE") under administrative control of the Department of Space ("DOS"), Government of India is the commercial arm of Indian Space Research Organisation (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.

2. Scope of Work:

1. To conduct the cost audit for the period of 3 Years from the financial years 2025-26 in accordance with the relevant provisions of the Companies Act, 2013 and relevant orders/clarification/rules as issued from time to time by the Cost Audit Branch, Ministry of Corporate Affairs (MCA), Govt. of India & the Cost Accounting standards issued by the Institute of Cost Accountants of India (ICAI).
2. Verification, certification of Cost Statements, proforma maintained by the company as per Companies (Cost Record of Audit) Rules 2014 as amended from time to time.
3. Cost Audit firm so appointed shall commence cost audit and submit necessary reports as per schedule communicated by the company in form CRA 3 as notified and amended time to time.
4. Verification and certification of Annexure to Cost Audit Report.
5. Cost Auditor shall provide practical suggestion for effective cost control and improvement
6. Cost Auditor shall attend and make presentation to Audit Committee, Board, if required on the cost audit under review
7. The Cost Audit firm shall ensure e-filing of Cost Audit Report and Annexure to the Cost Audit Report (MCA, Gol, in XBRL form or in the manner prescribed by the Govt. from time to time, within the scheduled date prescribed by MCA - Gol for filing, after the noting of Cost Audit Report by the Board of Directors of the Company.

3. Eligibility Criteria

- 3.1. Firms of Practicing Cost Accountants registered with the Institute of Cost Accountants of India (ICAI) having its head office(s) in Bangalore.
- 3.2. They should have experience of conducting cost audit in a company/(ies) at least for five financial years.

3.3. The Cost Accountant / Firm should have experience of filing on- line cost audit returns in XBRL software.

4. Payment Terms

The Cost Accountant Firm is required to quote their audit fees/remuneration inclusive of taxes, cess and out of pocket expenses. The payment will be made against bill/invoice after the completion of audit and submission of Cost Audit Report to the Company as per the Payment terms mentioned in Annexure-10. The Cost Accountant Firm shall bear all costs associated with the preparation and submission of the bid, attending bid meetings and visiting sites, if required and or any other locations in connection with bidding and the Company will in no case be responsible or liable for these costs regard less of the conduct or outcome of the bidding process.

5. Submission of the Proposal in Two Cover System

It is a Two-Part Bid.

- a) Technical Proposal (to contain document in support of Eligibility criteria and documents for Technical Evaluation) with all relevant documents.
- b) Tenders should ensure submission of all documents along with Part-I and Part II as per the Check list given in Annexure 11.
- c) The interested Bidders may fill up the details in the application forms attached as Annexure – 1 to 11.
- d) Proposal NOT submitted as per the specified format will be out-rightly rejected.
- e) The interested bidders may submit their Proposal on or before the deadline for submission of tender.
- f) Any deviation from the Tender specifications & terms and conditions will not be accepted.
- g) After the completion of the selection process, the selected Bidder will be informed.
- h) The Bidder should submit the filled-up Tender applications forms along with necessary documents electronically in .pdf format.
- i) Commercial Bids of only Technically qualified bidder will be opened for further evaluation.
- j) Every page of the terms and conditions of the RFP document including amendment/addendum should be digitally signed and sealed in token of having accepted the RFP conditions, failing which the proposal will be rejected summarily.
- k) A proposal once submitted shall not be permitted to be altered or amended.

6. Delivery Timeline

Cost Auditor has to submit the report to the company's Board within 120 days from the end of the financial year.

7. Liquidated Damages Clause (LD):

- a. Liquidated Damages Clause (LD): The delivery period should be realistic. The delivery period so quoted and mentioned in the order is the essence of the PO or Contract. In case of delay in delivery of material as per the delivery schedule LD at 0.5 per cent per week or part thereof on the undelivered portion subject to a

- maximum of 10 per cent of the contract value shall be levied Wherever installation and commissioning are also involved the supply will be deemed to have been completed only when the entire Stores is supplied, installed, and accepted
- b. LD, SD clauses are mandatory and offer without acceptance of these clauses will not be considered for evaluation

8. Evaluation of Technical Proposal

It is a two-stage evaluation procedure. The Technical Proposal will be evaluated on the basis of scoring criteria mentioned below.

Only those Bidders whose Technical Proposals score **70 points or more out of 100** shall be considered for evaluation of the Financial Proposal.

The scoring criteria to be used for evaluation shall be as follows:

Sl.No.	Parameter	Selection Criteria	Basis of Marks	Point(s) per criteria	Max. Marks	Documentary Evidence
1	Firm's Experience	Year of establishment of Firm since date of registration with the Institute of Cost Accountants of India	No. of Year since Firm's Registration in the present name	1 mark for each Completed Financial Year	10	Registration Certificate of Firm
2	Partners in the Firm	Fellow/Associate member	Fellow member of the Institute of Cost Accountants of India associated in the firm	4 marks per member being followed in the firm	20	Membership Certificate & COP of Fellow Members/ partners respectively
			Associate member of the Institute of Cost Accountants of India associated in the firm.	4 marks per member for being associated in the firm	20	
3	Qualified/Semi-Qualified Assistants/Articles	Number of qualified/Inter pass Cost/Chartered Accountants in the firm	Name & Qualification of Each qualified/Semi-qualified Assistant/managers/ Employees & also specify Fellow/Associate Membership	2 marks per Qualified/ Semi Qualified person	10	Appointment Letter and marksheet/passing certificate of final/inter examination- Annexure-7
4	Turnover of the Firm	Turnover for the last 3 Years	*Average turnover >= 50 lakhs < 50 Lakhs	10 Marks 5 Marks	10	Signed Financials Statement

5	Experience of cost audit in Central/State PSE	No. of engagements or been appointed as cost auditor in PSU in India in the last 3 years with turnover of > 500 Cr.	5 marks per engagement	30	Copy of WO/Purchase Order or experience certificate for successful completion of Cost Audit from respective auditee
Total				100	
* Average Turnover= Total Turnover over last 3 Years / 3 Years i.e FY 2022-23 , 2023-24 & 2024-25					

9. Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”) or for the period that may be mutually extended but not exceeding 120 days.

10. Authorization of the Bidder

A Power of Attorney indicating the Authorized Signatory would be required in case the signing authority is not Director on the Board of Directors/ Partner of the Firm of the Bidder.

11. Evaluation of the Financial Proposal

- The Financial Proposal will be evaluated for only technically qualified bidders.
- The evaluation shall include State Goods & Service Tax (SGST), Central Goods & Service Tax (CGST) and Integrated Goods & Service Tax (IGST) and other applicable duties / levies.
- Each Financial Proposal will be assigned a Financial Score (FS). For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. 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.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated. The lowest Financial Proposal (LF) will be given a financial score (FS) of 100 points.
- The Selected Bidder (R1) shall be the Tender having the highest combined score. The second highest Bidder (R2) shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Tender withdraws or fails to comply with the requirements stated in this document.
- In case of tie, the following sequence shall be adopted:
 - Firm with a higher number of Fellow /Associate Member /Partners/Employees shall be preferred.
 - Firm of Cost accountants with longer experience shall be given preference based on year of registration.

12. Earnest Money Deposit/Performance Guarantee

The RFP must be accompanied with Earnest Money Deposit (EMD) of amount Rs. 2000/- (Rupees Two Thousand only) and RFP Fee of Rs 500/- (Rupee Five Hundred only) in the form of Account transfer as per Account Details given below: Without EMD and RFP fee the bid shall not be considered. No Bank Guarantee towards EMD will be accepted. EMD

of the unsuccessful firm will be returned without interest after finalization of RFP. EMD of successful firm will be returned without interest after issuance of work order and on receiving a Bank Guarantee of Rs 20000/- (Rupee Twenty Thousand only) towards performance guarantee. The period of bank guarantee will be due date of completion of service plus 3 months. The performance guarantee will be returned on completion and termination of service

Bank Details for paying EMD:

- Account Name : NewSpace India Limited
- Bank A/C No : 38345843981
- IFSC/NEFT Code : SBIN0009042

13. Award of Contract

Upon finalization of Selected Bidder, NSIL will issue the Work Order. The successful Bidder shall communicate his acceptance of the Work Order within two (2) working days from the date of issue of Work Order.

14. Language of the Proposal

The Proposal prepared by the Bidder as well as all correspondences and documents relating to the Proposal shall be in English language only. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed. Proposal received without such translation copy will be summarily rejected.

15. Clarification on the RFP Document

- a) Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to "Deputy Manager (Commercial through e-mail to purchase@nsilindia.co.in or can raise a query through online mode in <https://etenders.gov.in/eprocure/app>
- b) Request for clarification should be brought to the notice of NSIL, in writing, before 48 hours of the submission of the tender

16. Amendment of the RFP Document

- a) NSIL whether on its own initiative or as a result of a query, suggestion or comment of a Bidder, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender.
- b) Any such addendum or corrigendum will be communicated through mail to all the Bidders and also will be uploaded on <https://www.nsilindia.co.in/> and in <https://etenders.gov.in/eprocure/app> and the same will be binding on all Bidders, as the case may be.
- c) Any addendum or amendment will form part and parcel of the tender document.

17. General Terms and Conditions

- i. The Cost Accountant Firm must not sub-contract the work.
- ii. The tenure of appointment shall be at the sole discretion of the Company. The tenure will be for a maximum of three years at the sole discretion of the Company. However, it is expressly stated here that the said tenure is not to be construed as assured and the Company reserves the right not to make reappointment at its sole discretion without assigning any reason for there.
- iii. The Company reserves the right to accept / reject any or all the offers without assigning any reason whatsoever therefore.
- iv. The Cost Accountant Firm will work in strict confidence and will ensure that the information in respect of the operation of the Area/Unit is dealt in strict confidence and secrecy.
- v. Neither the Cost Accountant in practice/Cost Accountant Firm nor its partner or Associates have any interest in the business of Company.
- vi. The Cost Accountant Firm will be required to issue Certificate of Independence.
- vii. The Cost accountant Firm shall have prime responsibility to ensure that he does not violate the limits specified under section 141(3) of the Companies Act, 2013.
- viii. The Cost Accountant Firm shall be free from any disqualifications specified under Sec148 (5) of Companies Act2013 read with sub-section (3) of Section141of the Companies Act, 2013.
- ix. The Cost Accountant Firm partners holding certificate of practice issued by Institute of Cost Accountants of India are in whole time practice.
- x. The Cost Accountant Firm shall undertake that data given to the Auditor by the Company and any information generated from the data provided shall not be used by the Auditor for any other purpose.

ANNEXURES

Annexure 1 - Response cover letter

(On the Bidder's letterhead)

To,

Manager (Commercial)
NewSpace India Limited,
No.20. Brigade Rubix,
11th Floor, Phase-1,
HMT Factory Main Road,
Yeshwanthpur,
Bengaluru 560 013
E-mail: purchase@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 _____, 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:

Annexure 2 - 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.

Annexure 3 - Bidder Profile

A. Brief profile of the Bidder

SL. NO.	PARTICULARS	DESCRIPTION OR DETAILS
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.	GST number	
10.	PAN number	

Annexure 4 - Annual Turnover Certificate

ANNUAL TURN OVER CERTIFICATE

The Annual turnover of M/s for the past three years are given below and certified that the statement is true and correct.

Sl.No.	Financial Year	Annual Turnover (Rs. in Lakhs)
1.	FY 2022-23	
2.	FY 2023-24	
3	FY 2024-25	
	Average Annual Turnover	

DATE :

SIGNATURE OF THE BIDDER

(With seal and Address)

Annexure 5 - Format for Firm's Relevant Experience for Technical Evaluation

Relevant Services Carried Out in the Last Three (3) Years That Best Illustrate Qualifications

(Using the format below, provide information on each reference assignment for which your Firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. Attach relevant documents for proof)

Sl. No	Name of the Client, Address	Relevant Sector	Brief Details of Scope of work/ nature of assignment	Year	Remarks if any

SIGNATURE OF THE BIDDER
(with seal and address)

Annexure 6 - Curriculum Vitae for Key Personnel

Curriculum Vitae of Fellow/Associate members

Sl. No.	Particulars	Details
1.	Proposed Position [only one candidate shall be nominated for each position Expert]	
2.	Name of Staff [Insert full name]	
3.	Date of Birth	
4.	Nationality	
5.	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment]	
6.	Total No. of years of experience	
7.	Total No. of years with the firm	
8.	Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory)	
9.	Certifications and Trainings attended	
10.	Details of Involvement in Projects (only if involved in the same):	
11.	Membership of Professional Associations	
12.	Employment Record [Starting with present position list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]	
	Employer	Position From To
13.	Work Undertaken That Best Illustrates Capability to Handle the Tasks Assigned	
	Name of Assignment:	
	Year:	
	Location:	
	Main Project Features:	
	Position Held:	
	Activities Performed:	

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Signature:.....

Date:_____

Annexure 7– Team Composition and Tasks Assigned

TEAM COMPOSITION AND TASK ASSIGNED

Resource Category	Name of Staff	Education Qualification	Total Years of Experience	Area of Expertise	Position Assigned	Task Assigned as part of the current assignment
Team Leader						
Team Member						

SIGNATURE OF THE BIDDER
(with seal and address)

Annexure 8 – Certificate

CERTIFICATE

Date: _____

Certified that M/s...../ the firm /company or its partners / shareholders have not been black listed by NSIL/ Any other Government Agencies or any Public sector undertakings in India as on date.

SIGNATURE OF THE BIDDER

(with seal and address)

Annexure 9 – Declaration

Declaration Form

Date: _____

a) I/We having our office at
..... do declare that I/We have carefully read all the conditions of tender by NSIL,
for the tenders floated vide tender ref.no._____ for the **“Appointment
of Cost Auditor under Sec 148(3) of the Companies Act”**

b) I/We have downloaded the tender document from the internet site www.nsilindia.co.in
and in <https://etenders.gov.in/eprocure/app> and I / We have not tampered / modified the
tender document in any manner. In case, if the same is found to be tampered / modified,
I/ We understand that my/our tender will be summarily rejected, and full Earnest Money
Deposit will be forfeited and I /We am/are liable to be banned from doing business with
NSIL or prosecuted.

c) Auditor/Audit firm must not sub-contract.

d) Adhere Strictly to confidentiality.

SIGNATURE OF THE BIDDER
(WITH SEAL AND ADDRESS)

Annexure 10 - Price Bid (Lumpsum)

Name of Work : Appointment of Cost Auditor under Sec 148(3) of the Companies Act

Sl.No.	Service	Quantity (Year)
1	Services specified in Scope of Work (Annexure-I) – for financial year 2025-26	1
2	Services specified in Scope of Work (Annexure-I) – Financial year 2026-27, if extended	1
3	Services specified in Scope of Work (Annexure-I) – Financial year 2027-28, if extended	1

(Amount in Words Rupees
.....)

We accept NSIL's Payment Terms as detailed below:

NSIL shall release the payment as follows:

- 50% within 30 days upon completion of the audit and approval of the Cost Audit Report by the Board, and
- The balance 50% upon filing of the Cost Audit Return (Form CRA-4) with the Ministry of Corporate Affairs (MCA).

Note:

1. The financial proposal is inclusive of all out-of-pocket expenses to be incurred towards travel, documentation, and communication.
2. Applicable GST shall be specified separately at the designated place and shall be payable by NSIL at the applicable rate.
3. In case of any discrepancy between the amount quoted in figures and in words, the amount in words shall prevail.
4. Income Tax and GST TDS, as applicable, will be deducted from the professional fee.
5. We agree to the commercial terms as specified in the RFP.

Signature of Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)
Bid Validity: 90 Days from the date of Tender Closing.

Signature of authorized representative With Office Seal Date:

Annexure 11 – Checklist of Documents

CHECKLIST OF DOCUMENTS**Documents to be enclosed in Part-I:**

Sl. No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No)
1.	A covering letter on letter head of Bidder addressed to Deputy Manager (Commercial), NSIL. (as per Annexure-1)		
2.	RFP document duly signed in each page and enclosed in token of accepting the RFP conditions.		
4.	Authorization letter/ Power of Attorney from the Bidder for the person to sign the proposal. as per Annexure-2		
5.	Details of the Bidder (as per Annexure-3)		
6.	The copy of certificate of incorporation/ registration.		
7.	Copy of Registrar Certificate in case of Partnership Firm.		
8.	Copy of PAN allotment Certificate/ PAN CARD issued by Income Tax Department in case of Indian Company		
9.	Copy of GST Registration certificate.		
10.	The Auditor certified Turnover statement along with Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the (as per Annexure-4) last 3 consecutive financial years I 2022-23 to 2024-25		
11.	Relevant experience of the Company/Firm as per Annexure 5		
12.	Work Orders /Completion Certificates in support of Qualification criteria		
14.	CVs of the personnel to be deployed as per Annexure-6		
15.	Team composition and tasks assigned as per Annexure-7		
16.	Declaration for not having black listed either by NSIL or by any other govt. agencies as on date (as per Annexure-8		

17.	Declaration for not having tampered the Tender documents downloaded from the website www.nsilindia.com (as per Annexure 9).		
18.	Notarized translated English version of the documents in a language other than English, if any.		

Documents to be enclosed in Part-II:

Sl. No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No)
1.	A covering letter on letter head of Bidder addressed to Deputy Manager (Commercial), NSIL. (as per Annexure-1)		
2	Price Bid as per Annexure-10 of the Tender document		
3	Declaration as per Annexure-9		

Note: Tenders submitted in unsealed cover would summarily be rejected.

SIGNATURE OF THE BIDDER

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality & Non-Disclosure Agreement (“Agreement”) is entered and made on this ____ day of _____, 2025.

BY AND BETWEEN:

NewSpace India Limited (“NSIL”), a company incorporated under the Companies Act, 2013, bearing CIN U74999KA2019GOI122175, a Central Public Sector Enterprise (“CPSE”) under administrative control of the Department of Space (“DOS”), Government of India, represented by its authorized representative, having its registered office at ISRO HQ Campus, New BEL Road, Bangalore, 560 094, India and corporate office at 11th Floor Brigade Rubix, 20, Watch Factory Rd, Phase-1, Yeswanthpur Bengaluru-560013 (hereinafter referred to as "NSIL" which expression shall wherever the context so requires or admits, mean and include its successors-in-interest, administrative constituents, assigns, nominees, etc.)

AND

{Insert Company Name, CIN _____, GSTIN (if applicable) _____ and any other details, _____ having its registered office at _____,

represented herein by _____, on the one hand (hereafter referred as “_____” which expression shall wherever the context so requires or admits, mean and include its successors-in-interest, administrative constituents, assigns, nominees, etc.).

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

Introduction:

- (A) The parties wish to enter into discussion and exchange information for the purpose of exploring commercial opportunities for conducting the Cost Audit and Verification, certification of Cost Statements, proforma maintained by the company as per Companies (Cost Record of Audit) Rules 2014 as amended from time to time as per Companies Act 2013 for period of 3 years.
- (B) Each of the parties wishes to protect its own proprietary and confidential information so disclosed, whether such information is disclosed visually, orally, or in the form of drawings, written material, computer software, or other machine-readable form.
- (C) The parties each agree to disclose confidential information which they deem in their absolute discretion to be relevant for the purpose under the conditions of confidentiality described in this Agreement.
- (d) The Parties hereto are now entering into this Agreement, in pursuance to any other agreements executed or as may be executed between the Parties at a later date, which is to be read in conjunction with such other agreement.

The parties agreed as follows:

1. Definitions

1.1 For the purposes of this Agreement:

- a) **"Confidential or Proprietary Information"** shall mean such information as defined in Clause 3
- b) **"Disclosing Party"** shall mean the party disclosing any Confidential Information.
- c) **"Receiving Party"** shall mean the Party receiving the Confidential information hereunder.
- d) **"Employees"** shall mean and include the partners, directors, employees, officers, subcontractors, agents, associates, affiliates, representatives of the Receiving Party.
- e) **"Group"** shall mean in relation to a party, that party, each and any subsidiary or holding company/controlling organisation of that party, and each and any subsidiary of a holding company of that party.
- f) **"Non - Compete"** shall mean that the receiving party shall not directly / indirectly solicit work from the other departments/ divisions of disclosing party or its affiliates as more fully explained in Clause 6.1 to this Agreement.
- g) **"Proprietary Information"** shall mean all information, intellectual property rights including but not limited to Trade Marks, Copyrights, patents, Designs, of which disclosing party is the registered owner or has any other kind of enforceable rights.
- h) **"ISRO"** shall mean Indian Space Research Organisation, including its Centres/ Units
- i) **"Business Purposes or Permitted Purposes"** shall mean and include such purposes for which parties are engaging to achieve purpose defined in the Introduction.

- j) **“Effective Date”** Shall mean the date this Agreement is made. If signed on two different dates, the last date will be considered as Effective Date.
- k) **“Associates/affiliates ”** shall mean other companies associated with or teaming with the recipient party, and the other entities to whom disclosure is necessary in connection with the Purpose

2. PURPOSE

- 2.1. The Parties herein agree and acknowledge that subject to the terms and conditions of this Agreement, the Parties may find it necessary to provide to / share with each other certain Confidential Information (as defined Clause 3) in connection with the Audit Purposes.
- 2.2. The Parties herein agree and acknowledge that as a condition to either Party furnishing such Confidential Information, shall treat such Confidential Information provided by the Disclosing Party to the Receiving Party in accordance with the terms of this Agreement and to take or abstain from taking certain other actions in accordance with the terms of this Agreement as set forth hereinbelow.

3. CONFIDENTIAL INFORMATION

- 3.1. Confidential Information shall mean:
 - a) any / all information in any form that is disclosed by the parties, or that is obtained by one Party from the other Party in connection with the Audit Purpose, including but not limited to technical, commercial, engineering, financial, pricing and/or other business data, plans and documentation, concepts, ideas, methods, procedures of operations, customer information, product information, plans, trade – secrets, discoveries, know – how, manufacturing techniques, specifications, process technologies, drawings etc. all disclosed by the Disclosing Party to the Receiving Party;
 - b) any / all non-public information whether written, representational, electronic, verbal or in any other form that is disclosed by the Disclosing Party to the Receiving Party or which, under the circumstances surrounding disclosure ought to be treated as confidential; or
 - c) any / all information and other material containing or based in whole or in part on any information described in (a) or (b) hereinabove; or belongs to third

parties not bound by this NDA and the ownership of which is disclosed to the Receiving Party by the Disclosing Party.

- d) The Disclosing Party shall inform the Receiving Party in writing if, in the connection with the Permitted Purpose, the Employees will have access to any unpublished price sensitive information, whether of the Disclosing Party or any other entity. The Disclosing Party agrees that the Receiving Party shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to the Receiving Party. All information supplied to the Receiving Party (in whatever form) which is not in the public domain will be treated as Confidential Information for the Permitted Purpose. Further, the Receiving Party recommends the Disclosing Party to obtain legal advice to ensure that information disclosed to the Receiving Party is not in contravention of any applicable laws and regulations.

3.2. Exceptions: Confidential Information shall not include any information which

- a) has become publicly available by lawful means and without breach of any confidentiality obligation by either Party; or
- b) has become known to the party receiving the information prior to the date of disclosure by the Disclosing Party; or
- c) has been lawfully obtained from any third party.
- d) is independently developed by or for the Receiving Party without reference to the Disclosing Party's Confidential Information.

3.3. Information which is specific shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain or in the possession of the Receiving Party. Further, any combination of information shall not be deemed to be within the foregoing exceptions merely because individual pieces of the information are in public domain or in the possession of the Receiving Party, unless such combination of information itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

3.4. Nothing in the Agreement shall place on either Party any obligation to disclose any specific information. Each Party reserves for itself the right to determine which, if any, of its confidential information, it will disclose under this Agreement.

4. USE OF CONFIDENTIAL INFORMATION

- 4.1. Each Party hereby agrees and undertakes that any Confidential Information received by it shall be solely used for the Audit Purpose, and that such information shall be kept absolutely confidential by the Receiving Party, provided however that such Confidential Information may be disclosed by the Receiving Party to its Employees strictly on a need – to – know basis and such disclosure shall be only to the extent necessary to further the Audit Purpose. Notwithstanding the aforesaid, the receiving party shall be entitled to use the Confidential Information and to provide such information to its Employees and such other parties who facilitate the administration of the receiving party's business or support. However, the receiving shall remain responsible for preserving confidentiality if Confidential Information is shared with or accessed by parties mentioned herein. The receiving party shall be permitted to disclose Confidential Information to its professional indemnity insurers or advisers, in which event the receiving party may do so privately and in confidence only.
- 4.2. The Parties hereby agree and acknowledge that the Employees of the Receiving Party shall be informed by the Receiving Party of the highly confidential nature of such information and such Employees shall be directed by the Receiving Party to treat such information confidentially and that the Receiving Party shall take all reasonable measures to refrain its Employees from the unauthorized use or disclosure of the Disclosing Party's Confidential Information.
- 4.3. The Parties hereby further agree and undertake that each Party, as a Receiving Party, shall:
- a) not directly or indirectly cause, permit or enable the disclosure, publication, transfer, misappropriation or revealing to any person or entity not specifically permitted hereunder, of any of the Disclosing Party's Confidential Information without prior express written consent of the Disclosing Party;
 - b) take such precautions, contractual or otherwise, as shall be required to keep the Disclosing Party's Confidential Information strictly secret and confidential and shall be responsible to the Disclosing Party for (i) its Employees' use and disclosure of the Confidential Information; and (ii) any third party's use and disclosure of the Confidential Information that the Receiving party provides to such third party in accordance with this Agreement;

- c) protect the Confidential Information disclosed by the Disclosing Party to the Receiving Party with the highest standard of care and caution which the Receiving Party would use to protect its own proprietary information
 - d) no warranty is given by either party that the Confidential Information supplied by it will be complete and accurate and fit for any particular purpose, including the Purpose, or that such Confidential Information will not infringe any third-party rights; and
 - e) nothing in this Agreement shall be construed as a grant by one party to the other of any form of license to use any of the Confidential Information it discloses hereunder other than for the Purpose, or to deal in any way with any of the intellectual property rights therein.
- 4.4. Confidential Information received by the Receiving Party from the Disclosing Party either under this Agreement shall not be used directly or indirectly to compete with the Disclosing Party.
- 4.5. This Agreement shall not prohibit disclosure of Confidential Information to the extent that such disclosure is required by any law, rule or regulation.

5. OWNERSHIP OF PROPRIETARY INFORMATION

- 5.1. The Parties hereby agree and undertake that all Proprietary Information disclosed by Disclosing Party under this Agreement shall be the sole property of the Disclosing Party. Further, the Disclosing Party shall be the sole and absolute owner of all patents, copyrights, trademarks and other rights in connection therewith.
- 5.2. The Parties hereby agree and acknowledge that neither the disclosure pursuant to this Agreement nor anything contained in this Agreement shall be construed, expressly or impliedly, as granting any rights to the receiving party in respect of any patent, copyright, license or other intellectual property right in force belonging to NSIL, unless otherwise agreed to by NSIL in writing.

6. NON-COMPETE AND NON-SOLICIT

- 6.1. The Receiving Party hereby agrees and undertakes that it shall not solicit work/ employees from the departments/ divisions of the Disclosing Party or its affiliates on the basis of information/ inputs / references obtained by it from under this

Agreement/ such other agreements that may have been executed between the Parties.

7. RIGHTS AND REMEDIES

- 7.1. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use/ disclosure of Confidential Information, or any breach of this Agreement by the Receiving Party, and shall reasonably co-operate with the Disclosing Party to help the Disclosing Party regain possession of the Confidential Information and prevent any further unauthorized use.
- 7.2. The Receiving Party shall return all originals, copies, reproductions and summaries of Confidential information at the request of the Disclosing Party, within a reasonable period, or at the option of the Disclosing Party, destroy the same. Notwithstanding anything to the contrary hereinabove, the Receiving Party shall be allowed to retain sufficient documentation required as per applicable law and/or to evidence, justify and support the work performed by it in connection with the Permitted Purpose. The documentation retained will continue to be subject to confidentiality obligations set out in this Agreement.
- 7.3. The Receiving Party acknowledges that monetary damages may not be the only and / or sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other right or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

8. BREACH

- 8.1. In the event of any breach of any of the terms of this Agreement by any Party, the other Party shall be entitled to serve a written notice to the defaulting party informing such party of such default and requiring the defaulting party to rectify the same within 10 (Ten) days of receipt of the notice of default, failing which the non – defaulting party shall be at liberty to terminate this Agreement / any such other agreement(s) that may have been executed between the Parties.

9. TERM AND TERMINATION

- 9.1. This Agreement shall expire on, the earlier of (i) five (5) years from the date of this Agreement or (ii) either Party may terminate this Agreement by giving a prior written notice of 30 (Thirty) days to the other Party. Notwithstanding the foregoing,

Receiving Party's obligations herein of confidentiality and restricted use, with respect to any business and/or commercial information will continue for a period of seven (10) years after the date of expiration or termination. Where any definitive agreement is executed in connection with the Permitted Purpose, this Agreement shall be read together with the definitive agreement and be governed by the same. For trade secrets and/or technical information, the obligations herein will continue in perpetuity.

10. INDEMNITY

- 10.1. The receiving party hereby agrees and undertakes to indemnify Disclosing Party or its group member from and against all damages, losses, claims, liabilities, costs and / expenses which Disclosing Party may incur or sustain as a result of a breach of any of the provisions of this Agreement by the Receiving Party or its affiliates.
- 10.2. The Receiving Party hereby agrees and undertakes to be liable to Disclosing Party for such damages, losses, claims, liabilities, costs and/ expenses which disclosing party may incur or sustain as a result of a breach of any of the provisions of this Agreement by the Receiving Party or its affiliates as awarded by a court of competent jurisdiction or any such amount as may be mutually agreed upon by the Parties herein.

11. NON-WAIVER

- 11.1. Each Party hereby agrees that no failure or delay in exercising on the part of the other Party of any right or remedy under this Agreement shall operate as a waiver, in whole or in part, thereof, nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy.

12. MISCELLANEOUS

- 12.1. The Receiving Party shall neither publicly release any information relating to this Agreement, the relationship of the Parties nor the discussions or exchanges in connection to this Agreement, without prior written consent of Disclosing Party, except as permitted herein.
- 12.2. Assignment: The Parties shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld / delayed.

- 12.3. Amendment: The Parties may amend the provisions of this Agreement with the mutual consent of the Parties to be recorded in writing.
- 12.4. Severability: If any provision of this Agreement becomes unenforceable or prohibited under the applicable laws, such unenforceability or prohibition shall not invalidate or affect the validity or enforceability of the remaining provisions of the Agreement.
- 12.5. Choice of Law & Dispute Resolution: The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Republic of India.
- 12.5.1. 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 Clause 12.5 shall apply.
- 12.5.2. Mediation. If the matter is not resolved by negotiation within 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 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.
- 12.5.3. Arbitration. If the matter has not been resolved by mediation within 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 the India International Arbitration Centre, (Conduct of Arbitration) Regulations, 2023 for the time being in force. The seat of the arbitration shall be India and venue shall be New Delhi, India. The Tribunal shall consist of sole arbitrator appointed by the Parties mutually. In the event of failure to do so, the IAC Council shall appoint a sole arbitrator in accordance with India

International Arbitration Centre, (Conduct of Arbitration) Regulations, 2023. The language of the arbitration proceedings shall be English.

- 12.5.4. 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.
- 12.5.5. 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.
- 12.6. The Disclosing Party shall be entitled to apply to a court of competent jurisdiction for any precautionary measures for any threatened or actual any breach of this Agreement. Such application shall not be deemed incompatible with, or a waiver of, this arbitration agreement.
- 12.7. Headings: The headings contained in this Agreement are for reference purposes only and shall not in any manner affect the meaning and interpretation of this Agreement.
- 12.8. Survival: All provisions of this Agreement which by their nature should apply after the termination or expiry of the Agreement, or are incidental to the performance of the obligations and remedies under this Agreement, will remain in force after any termination or expiration of this Agreement.
- 12.9. Except where stated otherwise in this Agreement, a person who is not a Party to this Agreement has no right to enforce any of its terms.

12.10. This Agreement shall be binding on the Receiving Party and inure to the benefit of the Disclosing Party and its successors and assigns.

12.11. Notices: All notices and communications hereunder shall be in writing and shall be deemed to be duly given or made when delivered personally or transmitted electronically by e-mail, or in the case of delivery by registered post acknowledgement due, upon receipt of return notice. The notices may be served to the following addresses:

For NSIL	For {Insert Company Name}
<p>Mr. A Arunachalam</p> <p>Director, Technical & Strategy</p> <p>ISRO HQ Campus, New BEL Road</p> <p>Bangalore – 560 094</p> <p>Email: director.ts@nsilindia.co.in</p>	

12.12. Counterparts: This Agreement, and any amendment thereof, may be executed in 2 (Two) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

12.13. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, discussions or understandings concerning such subject matter. This Agreement may only be amended by mutual written agreement of authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date as mentioned hereinabove.

For and on-behalf of NSIL	For and on-behalf of {Insert Company Name}
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Signature		Signature	
Name	A Arunachalam	Name	
Designation	Director, Technical & Strategy	Designation	
Place	Bangalore	Place	
Date		Date	
Seal		Seal	
WITNESS		WITNESS	
Signature:		Signature:	
Name:		Name:	