

## **REQUEST FOR PROPOSAL (RFP)**

**RFP. No. NSIL/ RFP/ NCMRWF/2025/01**

**FOR**

**Supply, Installation and Commissioning of  
DBNet stations (operating in X and L Band)  
for weather satellite data reception**



**October 2025**

**NewSpace India Limited**

**[A Government of India Company under Department of Space]**

**Bengaluru – 560013**

## **RFP Disclaimer**

- A. This RFP is not an agreement. This RFP may not be appropriate for all persons, and it is not possible for NSIL to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- B. NSIL or any of its employees, consultants or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.
- C. NSIL or any of its employees, consultants or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- D. NSIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- E. The issue of this RFP does not imply that NSIL is bound to select a Bidder for the Project and NSIL reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.

## Section-1: RFP and Instructions to bidders

### 1. Introduction

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 explore 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 Private sector related to telecommunication, broadcasting, broadband services, security etc.

Mandate of NSIL includes following space Business activities:

1. Owning and operating Communication and EO Satellites;
2. Building Satellites;
3. Building Launch Vehicles and Providing Launch Services;
4. Providing Space Based Services both Communication and Earth Observation;
5. Providing end to end solution in for realizing the satellite-based communication network for voice and data / VSAT services and point to point satellite-based connectivity services to its users.
6. Technology Transfer to Indian Industry; Marketing spin-off technologies and products/services emanating out of ISRO's activities.

The National Centre for Medium Range Weather Forecasting (NCMRWF), under the Ministry of Earth Sciences (MoES), Government of India, is responsible for providing medium-range weather forecasts using advanced satellite data assimilation techniques. To enhance the accuracy and timeliness of weather forecasts, NCMRWF is undertaking the Mission Mausam project, which aims to modernize the satellite data reception and integration systems.

As part of this initiative, NCMRWF, in collaboration with NewSpace India Limited (NSIL), plans to establish two DBNet stations - one in New Delhi and the other in Chennai. These stations will receive near-real-time satellite data, which will be directly integrated into NCMRWF's operational systems for more accurate weather prediction

**This Request for Proposal is for “Supply, installation, and commissioning of two DBNet stations for real-time weather satellite data reception” as per the specifications described in this document.**

## 2. Instruction to bidders

The tender/bid in response to this RFP is to be submitted in two parts viz., Techno-commercial bid and financial bid in two separate documents. Techno-commercial bid shall cover all technical information and compliance statement, data sheet of the offered sub-system / product, deliverables and bill of materials, compliance for delivery schedule and commercial terms and conditions – **except pricing details**. In case of any price information revealed (either in part or full) in the techno-commercial bid, total bid is liable for rejection.

*Interested 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.*

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 without online mode will be entertained.

The RFP consists of three sections as per following:

- Section-1: RFP and Instruction to Bidders
- Section-2: Detailed Scope of work, Deliverables and technical specifications of ground stations
- Section-3: General terms and conditions of contract
- Section-4: Annexures

### 2.1 General Instructions

- 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 this RFP.
- B. All information supplied by the Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority based on this RFP.
- C. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by NSIL. Any notification of

preferred bidder status by NSIL shall not give rise to any enforceable rights by the Bidder.

- D. The bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Any incomplete bid in any form is liable for rejection.
- E. The Authorized Signatory of the Bidder shall initial all relevant pages of the Technical and the Financial Bids.
- F. The Bidder shall issue a statement undertaking total responsibility for delivery of the components, subsystem, systems and services described in the Detailed Scope of Work and Technical Specifications (Section-2) of this RFP as per the format mentioned in the Annexure-A of this RFP.

**Address for Communication:**

|                            |                                                          |
|----------------------------|----------------------------------------------------------|
| Name of the Contact Point: | Manager, Commercial, NSIL                                |
| Contact Details:           | Tel: (080) 2828 2003<br>E-mail: purchase@nsilindia.co.in |

- G. The bid should be prepared and submitted by the Eligible Bidders in English language only.
- H. Schedule of the Bidding Process is as follows:

|                                      |                             |
|--------------------------------------|-----------------------------|
| Document Reference No                | NSIL/ RFP/ NCMRWF/ 2025/ 01 |
| RFP issue Date                       | As per CPPP                 |
| Pre-bid meeting                      |                             |
| Last date for seeking clarifications |                             |
| Last date for bid submission         |                             |

- I. NSIL shall not be responsible for any non-receipt/ non-delivery of the documents due to technical snag whatsoever at Bidder's end.
- J. NSIL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. NSIL reserves the right to assess the Bidder's capabilities and capacity. The decision of the NSIL shall be final and binding in this regard.
- K. If, in the price structure quoted for the required deliverables / services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.

- L. If there is an error in a total corresponding to the addition or subtraction of subtotals in the financial bid, the subtotals shall prevail, and the total shall be corrected.
- M. Validity of bid: Bid shall remain valid for a period of 180 days from the bid submission date – which can be extended further upon mutual consent between NSIL and bidder.

## **2.2 Bidder Eligibility Criteria:**

1. The bidding company should be an Indian company and it's majority of the stake should be in India. The bidder shall be an ISO-9001:2015 certified company with established Quality Management Plan.
2. The bidder shall be System Integrator (SI) / OEM / any Authorized Agent/Vendor for OEM/ SI / a limited company, or any agency capable of taking up works of such nature and magnitude and shall produce an undertaking from OEM that the bidder is an authorized entity to quote for this tender and will provide support and spares directly to purchaser, if required, for the offered system (major items) and also that the offered system (major items) will be supported by the OEM for the period of minimum 10 years after station commissioning.
3. The Bidder shall have at least 5 years of experience in installation and commissioning of ground station (of similar nature) for satellite communication. Also, must have necessary expertise for realization and configuration of RF baseband System, Antenna foundation, Civil, Electrical and Environmental infrastructure.
4. The bidder shall have successfully performed supply and installation of at-least one number of ground station (operating in X/L band) of 1.8-meter or above antenna size including baseband and data acquisition systems during last three years. The experience of OEM (whose Antenna system is being offered) will also be considered for this eligibility provided OEM gives the required authorisation and undertaking for supporting the bidder for total warranty and CAMC period of this project. Bidder shall provide the details of purchase orders of the project and its completion certificates with relevant references/ contact details of the user agency towards this.
5. The Bidder must have successfully executed / completed at least one single order of 8.0 Cr. or two orders each of 4.0 Cr. for similar projects delivering Satcom / Terracon related products last five years for any Central / State Govt. Organization / PSU / Public Listed Company / Non-Government Entity. Bidder shall provide details of financial profile of the company (SI), product range,

manpower profile, turn-over status and experience in the field of satellite communication ground segment solution.

### 2.3 Withdrawal or / and Modification of Bid by bidder:

1. Withdrawal of the Bid may lead to forfeiting of the EMD made by the Bidder.
2. Request for withdrawal of a bids post the bid submission deadline shall normally not be considered, however in case a Bidder still wishes to withdraw a bid post the bid submission deadline, this may lead to forfeiting of the EMD made by the Bidder. In addition to this, NSIL reserves right to give the Bidder a tender holiday for specified period decided by NSIL.
3. Bids withdrawn shall not be opened and processed further.

### 2.4 Bid document costs

1. The cost of the bid document is Rs. 2500/- (Two Thousand Five Hundred only) + GST (18%).

*Account Name : NewSpace India Limited*

*Bank A/C No : 38345843981*

*IFSC/NEFT Code : SBIN0009042*

2. The cost of the bid document may be paid through RTGS transfer to NSIL. Bid responses without bid document cost will be rejected outrightly.

### 2.5 Documents required along with Techno-commercial bid:

| Sr. No. | Document Requirement                         | Documentary evidence                                                                                                                                                                                                                                                                 |
|---------|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Payment of Bid document cost                 | RTGS details along with techno-commercial bid.                                                                                                                                                                                                                                       |
| 2       | Signed and Stamped Copy of the Bid Documents | Bid Document which is duly signed and stamped by the Authorized Signatory of the bidder.                                                                                                                                                                                             |
| 3       | Bidder Profile                               | A brief profile of the organization, its audited balance sheet for last 3 years with auditors report, Share holding pattern, Director's details, copy of annual tax returns for last 3 years, GST and PAN number, company URL, registered office address and contact information for |

|   |                                                                                                                                                                                                                                             |                                                                                                                                                                                                                   |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                                                                                                                                                                                             | the authorized person responsible for this project.                                                                                                                                                               |
| 4 | Work Experience                                                                                                                                                                                                                             | Bidder shall submit relevant documentary proof for the successful order execution of one ground stations (1.8 meter or above) in last three years.                                                                |
| 5 | Legal Status of the Bidder<br>The Bidder shall be registered in India under Companies Act, 1956 or as amended.<br>The Bidder shall be in continuous operation in India for a period of at least 5 years as on the date of the issue of RFP. | The Bidder shall submit <ul style="list-style-type: none"> <li>• Copy of company Registration certificate</li> <li>• Copy of PAN card</li> <li>• Copy of GST registration</li> </ul>                              |
| 6 | Integrity Pact                                                                                                                                                                                                                              | An Integrity Pact shall be signed by authorized signatory and shall be submitted, as per Integrity Pact format mentioned at Annexure-F (Section-4) of this RFP.                                                   |
| 7 | Track Record of bidder                                                                                                                                                                                                                      | An undertaking shall be submitted, duly signed by authorized signatory, stating that there has been or is no outstanding bankruptcy, judgment or pending legal action that could impair operations of the bidder. |

### 3. Financial bid requirements:

1. The Bidder must submit the Financial Bid to indicate the price as per template provided in the Section-2 of this document. The Bidders shall quote prices in INR only. In case of any pricing information not covered in given template, bidder can provide the same in separate table in financial bid.
2. The Bidders shall give the required details of all applicable taxes, duties, other levies and charges including transportation costs, etc. in the financial bid towards realization of ground stations user terminals.
3. In financial bid, if there is a discrepancy between words and figures, the amount in words shall prevail.

#### 4. Bid Evaluation Criteria:

**Total Bid evaluation process will take place as per following sequence:**

1. First Techno-commercial bids received before due date in prescribed format. Will be opened.
2. Techno-commercial evaluation of all the opened bids by NSIL.
3. During technical evaluation process if NSIL feels some clarification required from the bidder in order to fully evaluate his bid, the same will be communicated to respective bidder by e-mail. In that case bidder shall provide his reply within stipulated time provided by NSIL in the e-mail.
4. NSIL shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by NSIL and shall not be included for further consideration.
5. After successful completion of technical evaluation, all technically qualified bids will be selected for price / financial bid opening.
6. Offer based on “Make in India” initiative (class-1/2 vendor) will get preference. The decision of the NSIL shall be final and binding in this regard.
7. Bidder shall provide undertaking that *“I have read the clause regarding restrictions on procurement from bidders of countries sharing a land border with India. I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I certify that all requirements in this regard are fulfilled”*. Failing to this will result in disqualification of the bid.

#### 5. Criteria for selection of lowest offer (L1)

First step towards vendor selection is technical compliance. The technical solution offered by vendor must meet all RFP requirements and specifications. The lowest bidder (L1) shall be decided on the basis of total (comprehensive) scope of work involved. For arriving L1, following components will be considered:

- 1) Cost for antenna pedestal refurbishment - civil work.
- 2) Cost towards supply, on-site installation, integration, commissioning and testing of ground stations as per RFP specification at designated site.
- 3) Cost attributed towards total system design review – if any.

- 4) Cost associated towards warranty period (03 years) and comprehensive maintenance contract (CAMC) period.

## **6. Amendment of the RFP**

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

## **7. Confidentiality:**

All the material / information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances without the consent of NSIL.

## **8. Awarding of Contract and its execution:**

1. NSIL will notify the Selected Party in writing by e-mail followed by courier, regarding the contract award. In this case party shall confirm the order acceptance in writing to NSIL within two weeks of receipt of contract from NSIL. In case of non-receipt of the contract acceptance by NSIL within two weeks, it will be treated as "accepted" by the vendor.
2. Selected Party shall submit at his own expense unconditional and irrevocable Security deposit (SD) cum Performance Bank Guarantee (PBG) against Purchase order / contract NSIL. Party is required to submit two SD / PBGs for this project:
  - A. One SD / PBG valued at 3.0% of the total contract value (including all the deliverables cost except Warranty / CAMC cost). This SD / PBG shall be submitted within 15 days of execution/ signing of the contract. This PBG will

be returned once installation and commissioning of both ground stations under this RFP is successfully completed and the 2nd SD/PBG towards Warranty / CAMC period is submitted.

- B. Second SD / PBG valued at 2.0% of the total contract value towards the warranty and CAMC value for all ground station being realised by the vendor. This SD / PBG to be submitted during antenna commissioning phase and will be held by NSIL till completion of Warranty / CAMC period.
3. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure-D of this RFP, payable on demand, for the due performance and fulfilment of the contractual obligations by the party.
  4. In case the project is delayed beyond the intended schedule, the performance bank guarantee shall be accordingly be extended by the party till completion of scope of work as mentioned in the Section-2 of this RFP.
  5. The SD / PBG may be discharged/returned by NSIL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
  6. **Fall Clause:** The bidder shall undertake that the prices charged for goods or services under this contract shall not exceed the lowest price offered by the bidder to any other buyer, including Government departments, PSUs, or private entities, during the period of the contract. If at any time during the contract period, the bidder offers a lower price to any other customer for similar goods/services, they shall immediately pass on the benefit of such lower price to the purchaser under this contract

## 9. Earnest Money Deposit:

1. EMD of Rs. 20,00,000 (Twenty Lakh rupees only) shall be made through Bank Guarantee in favour of "NewSpace India Limited." towards bidder participation for this RFP.
2. No exemption for submitting the EMD will be given to any private organisation / NGE (MSME related guidelines will apply).
3. The EMD of all unsuccessful eligible bidders would be refunded without interest by NSIL on finalization of the bid in all respects by the successful bidder (Selected Party). This would normally happen within 6 months from the date specified for receipt of response to this RFP.
4. For the Selected Party: The EMD of the Selected Party would be returned without interest upon submission of Performance Bank Guarantee by the Selected Party.
5. In case bid is submitted without the EMD then NSIL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
6. The EMD may be forfeited in any of the following circumstances:

- a. If a bidder withdraws its bid during the period of bid validity period (without providing any valid reason) as specified in this RFP and as extended by mutual consent of the respective Bidder (s) and NSIL.
- b. In case of a successful bidder, if the Selected Party fails to sign the contract in accordance with this RFP or furnish the Performance Security within the period prescribed thereof in the Agreement.
- c. If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the RFP.
- d. If the Bidder is otherwise found in breach of the terms of this document.

## Section-2: Detailed technical specification and deliverables

### 1. Introduction:

The DBNet stations are critical for ensuring that regional subsets of satellite weather data can be accessed without the delay typically associated with onboard data storage, prior to a full orbit dump to a data acquisition station. NSIL customer (NCMRWF) plans to establish two DBNet stations, one at Delhi and the other at Chennai, for real-time data reception and timely assimilation of them in the NWP models, under the MoES "Mission Mausam" Project of Govt. of India.

#### 1.1 Scope of the Work:

To establish 2.4-meter L & X-band polar satellite ground station at Delhi (IMD/NCMRWF) and Chennai (IMD), which includes following:

- i. Supply, Installation and commissioning of 2.4 meter (optional: 3.0 meter) full motion L and X band antenna system with acquisition and tracking (both program / auto-track) functionalities.
- ii. Preparation of antenna foundation (it can be refurbishment of existing foundation/ pedestal building) to match with antenna dynamic load.
- iii. Supply and installation of Radome for L& X band antenna.
- iv. Providing LNA/LNB, Down converters, Demodulators with suitable interfaces with antenna RF front end and bit/frame synchronizer for both X & L band with 3 years of standard warranty and 2+2+2 years extended warranty.
- v. Supply, installation and commissioning of required data processing package including both hardware and software elements.
- vi. Buyback of the old antenna systems – optional – if opted by NSIL.

As a part of total station commissioning, and to verify the functionality of X/L band hardware, vendor shall demonstrate Program/auto tracking and acquisition of satellites which are available at present also shall meet future requirements like METOP-G, JPSS, etc. and their demodulation and data rates.

### 2. Functional Requirement

The system should acquire and process data from 2.4m X & L- band for the satellites mentioned in Table 1.

Table-1: NCMRWF DBNet station data requirements from the existing and future satellites (tentative list).

| Satellite                      | Payload                                                  | Band     | Frequency     |
|--------------------------------|----------------------------------------------------------|----------|---------------|
| <b>Presently available</b>     |                                                          |          |               |
| Suomi-NPP                      | ATMS,CrIS, VIIRS, OMPS, and CERES                        | X Band   | 7812 MHz      |
| NOAA-20/JPSS-1                 | ATMS, CrIS, VIIRS, OMPS-N, and CERES FM6                 | X Band   | 7812 MHz      |
| JPSS-2/NOAA-21                 | VIIRS, CrIS, ATMS and OMPS-N                             | X Band   | 7812 MHz      |
| METOP-B                        | AVHRR/3, AMSU-A, HIRS/4, IASI                            | L Band   | 1701-1707 MHz |
| METOP-C                        | AVHRR/3, AMSU-A, MHS, IASI                               | L Band   | 1701-1707 MHz |
| FY-3D/3E/3F                    | MWTS-2, MWHS-2, MWRI, HIRAS.                             | L/X Band |               |
| Sentinel-3A/3B                 | SLSTR, OLCI, SRAL, MWR                                   | X Band   | 7800 MHz      |
| Meteor-M N2/N2-2               | MTVZA-GY, MSU-MR, IKFS-2, KMSS                           | L Band   | 1698-1705 MHz |
| Arctic Weather Satellite (AWS) | MWHS, GPSRO                                              | X Band   |               |
| TROPICS-Pathfinder             | Microwave radiometer (10–200 GHz range)                  | X Band   |               |
| EarthCARE                      | ATLID, MSI, BBR, CPR                                     | X Band   |               |
| HY-Scat                        | Scatterometer for ocean winds and surface conditions     |          |               |
| AQUA                           | AMSU-A, MODIS, AIRS, CERES, AMSR-E                       | X Band   | 8175 MHz      |
| <b>Future</b>                  |                                                          |          |               |
| JPSS (NOAA)                    | ATMS, CrIS, VIIRS, OMPS                                  | X Band   |               |
| QuickSounder (NOAA)            | Advanced sounders for temperature and moisture profiling | X Band   |               |
| METOP-SG-A1 (2024)             | 3MI, IASI-NG, Sentinel-5, UVNS, METimage, MWS, RO        | X Band   | 7825 MHz      |
| METOP-SG-B1 (2024)             | ARGOS-3, ICI, Scatterometer, Microwave Imager, RO        | X Band   | 7825 MHz      |
| EPS Sterna series              | Hyperspectral and microwave sounders                     | X Band   |               |
| FY-3 series                    | MWRI, MWTS, MWHS, HIRAS                                  | X Band   |               |
| Aeolus                         | ALADIN Doppler Wind Lidar                                | L Band   |               |
| Meteor-MP Series               | Advanced infrared and microwave sounders, scatterometers |          |               |

All processed data and products at different levels derived by above system should be converted to either of the standard format viz., HDF5/ NetCDF/ WMO BUFR/ Geo Tiff/ Zarr.

## 2.1 Geophysical parameters:

Geophysical parameters can be derived from VIS/IR/MW channels, enabling applications in hydrology, agriculture, meteorology, and oceanography. It is required to use MoES NWP background fields for the product retrievals. Some of the Products Generated based on satellite remote sensing data for nowcasting applications.

### a) NOAA/JPSS & METOP AVHRR/VIIRS/ATOVS/ATMS – Level-2 Products

- Cloud Top Pressure (AVHRR/VIIRS)
- Cloud Top Height (AVHRR/VIIRS)
- Cloud Top Temperature (AVHRR/VIIRS)
- Cloud Type (AVHRR/VIIRS)
- Cloud Amount (AVHRR/VIIRS)
- Sea Surface Temperature (AVHRR/VIIRS)
- Land Surface Temperature (AVHRR/VIIRS)
- Fire Points (AVHRR/VIIRS)
- Cloud Cover
- Cloud Optical Depth
- Leaf Area Index (LAI)
- Normalized Difference Vegetation Index (NDVI)
- Sea-Ice Cover
- Temperature Profile (ATOVS/ATMS)
- Water Vapor Profile (ATOVS/ATMS)
- Humidity profiles (ATOVS/ATMS)
- Total Ozone (ATOVS/ATMS)
- Surface Emissivity (ATOVS/ATMS)
- Total Column Precipitable Water (ATOVS/ATMS)
- Rainfall (ATOVS/ATMS)
- Surface Pressure/Water Vapor (ATOVS/ATMS)
- Cloud Fraction (ATOVS/ATMS)
- Surface Temperature (ATOVS/ATMS)
- Cloud Ice Total Column and profiles
- Cloud Liquid Water (CLW) Total Column and profiles
- Integrated Water Vapor (IWV)
- Precipitation Intensity at Surface (Liquid or Solid)
- Aerosol Optical Depth (AOD)

### b) MODIS – Level-2 Products

- MODIS True Color
- Aerosol Optical Depth
- Lifted Index/K Index/Total Index
- Surface Temperature/Pressure

- Total Ozone
- Water Vapor/Precipitable Water Amount
- Temperature/Moisture Profile
- Cloud Top Pressure/Temperature/Height
- Cloud Fraction
- Cloud Effective Particle Radius
- Cloud Optical Thickness
- Cloud Effective Emissivity
- Cloud Mask/Phase
- Cirrus Reflectance
- Tropopause Height
- Brightness Temperature
- Chlorophyll Concentration
- Sea-Surface Temperature
- Vegetation Index
- Thermal Anomalies
- Snow Cover
- Fog

**(c) Hyperspectral (IASI , CrIS, HIRAS) Level-2 products**

**(d) FY-3 Series Level-2 products**

**(e) Environmental/atmospheric composition/dust/aerosol products**

**(f) Hydro meteorological products**

**(g) Agricultural products**

### 3. Deliverables:

The vendor should deliver the following at Delhi & Chennai sites

Table 2: Deliverable Components

| Sr No                      | Description                                                                                                                                                           | Quantity |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>Material Components</b> |                                                                                                                                                                       |          |
| 1                          | 2.4m X/L-Band antenna with Radome and Servo system- ACU.                                                                                                              | 2 sets   |
| 2                          | Receive system electronics consisting of LNA/LNB, downconverter, demodulator and bit/frame synchronizer both for X and L band, GPS / NavIC receiver based NTP system. | 2 sets   |

| Sr No                    | Description                                                                                                                                                    | Quantity                     |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 3                        | Real time data acquisition & processing, diagnostics and monitoring software                                                                                   | 2 sets                       |
| 4.                       | Data Processing and acquisition server with standard instrumentation 19" inch rack and its accessories.                                                        | 2 sets                       |
| 5                        | Operation and maintenance manual & Troubleshooting manual both in Hardcopy & Softcopy form.                                                                    | 2 sets                       |
| 6                        | Supply of critical set of Sapes for Each site                                                                                                                  | 2 sets                       |
| <b>Service component</b> |                                                                                                                                                                |                              |
| 7                        | Dismantalling of the old antenna systems at Delhi / Chennai                                                                                                    | 1 / 2 locations              |
| 8                        | Installation and commissioning of the new ground station                                                                                                       | 2 locations                  |
| 9                        | Software configuration as per the site requirement                                                                                                             | For each site                |
| 10                       | 3 Years of Standard warranty                                                                                                                                   | 3 years for each installtion |
| 11                       | 2+2+2 years of extended CAMC after completion of standard warranty for X & L-band antenna, its receiving chain equipments, acquisition and processing systems. | 6 years for each site        |

#### 4. Technical Specifications and Requirements

The proposed ground stations are required to be working in L and X frequency bands as used by all weather data providing satellites orbiting in Low Earth Orbit. The major specifications of the ground station and its associated sub-systems are provided in following table:

System shall comprise of Antenna, Feed, Radome, Down converter, Digital Receiver/ Bit Synchronizer, Satellite Tracking Controller with the following overall specifications.

Table 3: Technical Specifications

| SI No | Description | Technical Specification                                             |
|-------|-------------|---------------------------------------------------------------------|
| 1.    | Antenna     | 2.4 m Parabolic dish, with Radom (3.0 antenna with radom as option) |
| 2.    | Feed        | Integrated with filter & LNA/LNB                                    |

| SI No | Description                                               | Technical Specification                                                                                                                                                |               |
|-------|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 3.    | Frequency of operation                                    | L band 1695-1710 MHz<br>X band 7700-8400 MHz                                                                                                                           |               |
| 4.    | G/T At 5° elevation with radome (2.4 meter)               |                                                                                                                                                                        |               |
|       | in L band (1.7 GHz)                                       | > 6.5 dB/°K                                                                                                                                                            |               |
|       | in X-Band (8.0 GHz)                                       | > 23.5 dB/°K                                                                                                                                                           |               |
| 5.    | Feed Receive Polarization                                 | Both RHCP & LHCP                                                                                                                                                       |               |
| 6.    | Antenna Mount                                             | X-Y / 3 axis tracking pedestal /Elevation Over Azimuth mount for full hemi-spherical coverage with no cone-of-silence for any satellite orbiting at altitude > 350 km. |               |
| 7.    | Tracking accuracy                                         | better than 0.1 deg. (X-band) and up to 89.0 deg elevation and beyond no break in data reception.                                                                      |               |
| 8.    | Demodulator & Bit synchronizer                            | Should support for the satellites described in Table 1 (Existing and future)                                                                                           |               |
| 9.    | BER performance w.r.t Theory for @ $1 \times 10^{-6}$ BER | Degradation less than 1.0 dB for all required modulation schemes for the different satellties.                                                                         |               |
| 10.   | Automation                                                | Fully automated scheduling, tracking, reception processing archiving, completely configurable using processing schedules and scripts                                   |               |
| 11.   | Tracking mechanism                                        | TLE, program mode, Auto Track for X-band                                                                                                                               |               |
| 12.   | Operational Temp                                          | Outdoor items: 0 to +55° C<br>Indoor items: +5 to +40° C                                                                                                               |               |
| 13.   | Operational Humidity                                      | Indoor                                                                                                                                                                 | up to 90% RH  |
|       |                                                           | Outdoor                                                                                                                                                                | up to 100% RH |
| 15.   | Operational Wind speed with Radome                        | 80 Km/h Gusting upto 100 Km/h                                                                                                                                          |               |
| 16.   |                                                           | Survival wind speed with Radome<br>200 Km/h                                                                                                                            |               |
| 17.   | If Frequency                                              | 140 MHz / 720 MHz                                                                                                                                                      |               |
| 18.   | Overall Receive chain Gain                                | Min. 50 dB – to match the dbnamic range of the data receiver.                                                                                                          |               |
| 19.   | Receiver Data Rates                                       | Settable from 100 Kbps upto 150 Mbps.                                                                                                                                  |               |
| 20.   | IF signal bandwidth                                       | Up-to 20 MHz for L-band<br>Up-to 100 MHz for X-band                                                                                                                    |               |
| 21.   | Power Supply                                              | 230 VAC +/- 5%, 50 Hz +/- 5%                                                                                                                                           |               |
| 22.   | Mounting                                                  | Indoor: Rack mountable chassis,<br>Outdoor: Roof top                                                                                                                   |               |

| SI No | Description         | Technical Specification                                                                                                          |
|-------|---------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 23    | GPS / NavIC Unit    | It must have a True Time Network Time Server for workstation clock Synchronization includes GPS disk antenna and min. 30m cable. |
| 24    | RF and Power Cables | Approximately 50 meters for each site (can be decided after site visit)                                                          |

**Note:** Bidder must submit X/L link budget calculations of the antenna from 5 deg Elevation angle with the proposed satellite (ACQA, METOP, JPSS series) EIRPs.

#### 4.1 Civil infrastructure

- For new antenna system installation at same pedestal of old / existing antenna systems, removal of exiting old antenna system, refurbishment of the antenna pedestal / foundation is the responsibility of the supplier for the designated site.
- Dismantling of the old antenna systems are the responsibility of the successful bidder/supplier.
- In case of any new building proposed by the NSIL / user for antenna installation, user will provide civil building. For that the bidder shall provide antenna foundation requirement / foundation plate for incorporating into the new civil structure.
- The distance between antenna pedestal and control room will be around 50m. Accordingly the RF and data cable and its routing to be planned.

#### 4.2 Data Acquisition and Processing System

*Table 4.1: Data Acquisition System*

| Workstation / Server based system – 01 no for each site (total 02) |                                                                                                                  |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Processor & Architecture                                           | 1 x 32 core CPU, 2.6 GHz minimum frequency. Processor should be latest generation and its predecessor generation |
| RAM                                                                | 64 GB DDR5 ECC RAM expandable to 512 GB.                                                                         |
| SSD's                                                              | 2 X 960 GB SSD drives with 6G SATA and with 3DWPD in RAID-1 configuration                                        |
| Storage Controllers                                                | Should be supplied with 6 Gbps Raid Controller with 2GB Flash Backed Write Cache.                                |
| RAID Support                                                       | Should support Raid 0, 1                                                                                         |
| Network Interface                                                  | 2 x on board Gigabit Ethernet ports                                                                              |

|          |                                                                                                          |
|----------|----------------------------------------------------------------------------------------------------------|
| Ports    | USB 3.0 Ports – 3 Nos, DP / HDMI port -1 No                                                              |
| Power    | Redundant hot swap power supplies and cooling fans – preferred option                                    |
| Other    | Other standard required cables / connectors (Indian power cards, USB cable, etc.)                        |
| OS       | Latest OS for which support available for next 10 years. Compatible for latest version of 64 bit RHEL-9. |
| Warranty | 3 year standard warranty with 2+2+2 years of CAMC after completion of standard warranty.                 |

Table 4.2: Data Processing and display Server with 42 U rack

| <b>Rack Mounted Workstation / Server based system – 01 no for each site (total 02)</b> |                                                                                                                                                            |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Processor & Architecture                                                               | 2 x CPU with minimum 32 cores each CPU 2.6 GHz minimum frequency for all the cores. Processor should be latest generation and its predecessor generation   |
| RAM                                                                                    | 256 GB DDR5 ECC RAM expandable to 1024 GB.                                                                                                                 |
| SSD's                                                                                  | 2 x 960 GB SSD drives with 6G SATA and with 3DWPD in RAID 1 configuration<br>6 X 3.84 TB SSD drives with 6G SATA and with 3DWPD in RAID 5, 6 Configuration |
| Storage Controllers                                                                    | Should be supplied with 6 Gbps Raid Controller with 2GB Flash Backed Write Cache.                                                                          |
| RAID Support                                                                           | Should support Raid 0, 1, 5, 6                                                                                                                             |
| GPU                                                                                    | Basic GPU (NVIDIA GeForce RTX 4060 / AMD Radeon RX 7600 or equivalent – suitable for server configuration)                                                 |
| Network Interface                                                                      | 4 x on board Gigabit Ethernet ports                                                                                                                        |
| Ports                                                                                  | USB 3.0 Ports – 3 Nos, DP / HDMI port - 1 No                                                                                                               |
| Power                                                                                  | Redundant hot swap power supplies and cooling fans                                                                                                         |
| Other                                                                                  | Other standard required cables / connectors (Indian power cards, USB cable, etc.)                                                                          |
| OS                                                                                     | Latest OS for which support available for next 10 years. Compatible for latest version of 64 bit RHEL-9.                                                   |
| Warranty                                                                               | 3 year standard warranty with 2+2+2 years of CAMC after completion of standard warranty.                                                                   |

**Table 5: Rack Specifications**

| S.No | Rack: Specifications for Black color Server Rack with Wheels – 2 No's                                                                                                                                                  |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | 42 U Black / Grey Color Server Rack Front, back and Side door's with min. 50% perforation. Two side PDU's with 6/16 AMP socket's that can accommodate fully populated rack, PDU Should have power utilization display. |
| 2    | 19-inch sliding TFT Color Monitor (rack mounted monitor with required cables, keyboard, mouse and touch pad).                                                                                                          |
| 3    | 4 port IP based KVM Switch along with required cables                                                                                                                                                                  |
| 4    | 4 sets of KVM to server connectivity cables                                                                                                                                                                            |
| 5    | 3 year standard warranty with 2+2+2 years of CAMC after completion of extended warranty.                                                                                                                               |

**4.2.1 Other Features:**

1. Web based monitoring and control (automatic scheduling for acquisition and tracking of satellites; real time monitoring).
2. Local Control via PC Browser.
3. ACU with program track Automatic ephemeris (TLE) download from internet and real time tracking of the satellite.
4. Provision of Graphical user interface.
5. GPS time server in ACU.
6. Self-test, remote diagnosis, and control.

**4.2.2 Data Processing & Display system**

1. Acquisition and Processing Server specifications are provided in Table-4.
2. Ingest of raw data to disk and preprocessing.
3. The system can be scheduled and controlled locally by the local GUI, and remotely controlled using scheduler. Common GUI for operation of an integrated system.
4. Configurable GUI for monitoring and control of Ground station.
5. Advanced logging and display of site telemetry and status in real time, schedule display, active display, event log display, station overview display.
6. Quick look display.
7. Generation of browse image files.
8. Processing package should contain generation of Level-0 through Level-3.
9. Conversion of intermediate and final products to different formats like Geotiff/ NetCDF (CF Compliant)/ HDF-5/ BUFR / GRIB etc.
10. Dissemination of data products (FTP/SFTP/Web/GTS/WIS2.0).

11. GUI with imaging operations to support a variety of image manipulation such as filtering, coloring, image statistics and graphical overlays.
12. The processing chain must generate the important geophysical products (List given in Section-2) derived through globally accepted algorithms.

#### 4.2.3 List of critical Spares

Vendor needs to supply one set of critical spares at each site. While quoting, bidder shall prepare list of critical spares for the system being ordered and quote for the same. The list spares offered shall be targeted to achieve overall system (ground station) availability of >99% over a year.

#### 4.2.4 List of deliverables for two DBNet stations

Based on this RFP following list of deliverable is prepared to be delivered by the vendor at each site:

| No | Item Description                                                                                                                          | Quantity                |
|----|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1  | Antenna system with support structure, L/X band feed system with, mount, Gear box, foundation plate, cable wrap, lighting protection etc. | 01 set                  |
| 2  | Antenna Control Servo System with suitable motors, safety limits, ACU and Tracking systems with required interfaces.                      | 01 set                  |
| 3  | Data Receivers for L-band and X-band                                                                                                      | 01 set                  |
| 4  | Data Acquisition system with required software packages                                                                                   | 01 no                   |
| 5  | Data Processing System with required software packages                                                                                    | 01 no                   |
| 6  | Integration components, KVM with Racks                                                                                                    | 01 set                  |
| 7  | Monitoring and Control system                                                                                                             | 01 no                   |
| 8  | Network Switches, cabling etc.                                                                                                            | 01 set                  |
| 9  | Required documentation                                                                                                                    | Both Hard and Soft copy |
| 10 | Installation and commissioning at designated site                                                                                         | 01 lot                  |
| 11 | Comprehensive on site 03 years of warranty support.                                                                                       | 01 lot                  |

### 5. Buy Back Option:

The proposed ground stations are required to be installed at Delhi and Chennai. At Delhi, the DBNet station is going to be realized on top of the new building being realized by the end user. At Chennai, the new station needs to be realized where already old antenna system is available. Vendor needs to dismantle the same for new antenna system installation. As part of this RFP, vendor may offer buyback of the old

system. NSIL reserves right to opt for the buy back option (or not) while awarding contract under this RFP.

The Major sub-systems (of existing installation) available for buy back is listed in table below:

2.4 mtr antenna with Radome Acquisition purchased from M/s. Seaspace, USA in 2004.

| S No. | Item Description                                                                                                                                                         | Quantity                                       |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| 1     | 2.4 mtr antenna with 3.2 mtr Radome and Azimuth, L & X band feed, Cyclo combination Gearbox, Elevation & conscan Motors with Drives and Amplifiers & Power Control Unit. | Total 02 sets – one at Delhi & one at Chennai. |
| 2     | Antenna controller GS710                                                                                                                                                 |                                                |
| 3     | LNA & dual band Down converter                                                                                                                                           |                                                |
| 4     | HP Storage works (Ultrium 1760) Tape drive                                                                                                                               |                                                |
| 5     | ESS3000 Receiver                                                                                                                                                         |                                                |

**Note:** The above table is the tentative list of existing systems available at Delhi and Chennai. However, interested bidder is free to visit the site (on his own expenses) and have its own assessment of the systems available at site.

## 6. Pricing Template

| No        | Particulars                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Unit price - (INR) | Remarks            |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| <b>1A</b> | Supply, installation and commissioning of 2.4 meter L/X band antenna system consisting of: <ul style="list-style-type: none"> <li>Antenna reflector with its support structure, feed, Radome, Antenna mount and Antenna Control Servo System</li> <li>S and X band LNBS, down converters test couplers</li> <li>Data receivers and acquisition &amp; processing systems</li> <li>RF passive components, accessories, integration components, racks etc.</li> <li>GPS / NavIC based Time server</li> <li>03 years of warranty</li> </ul> |                    | Quantity - 02 nos. |

|           |                                                                                                                                                                                                                                                                    |  |                                           |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------|
| <b>1B</b> | <b>Optional Requiriement:</b> 3.0 meter L/X band antenna system (instead of 2.4 meter) with all the sub-sysems as per row-1A.                                                                                                                                      |  |                                           |
| <b>2</b>  | Removal of old antenna system and refurbishment of Antenna Pedestal for installation of new antenna at designated site. <ul style="list-style-type: none"> <li>Delhi</li> <li>Chennai</li> </ul>                                                                   |  | To be quoted separately for each stations |
| <b>3</b>  | Supply of spares                                                                                                                                                                                                                                                   |  | (01 set for each site)                    |
| <b>4</b>  | Comprehensive AMC – after 03 years of warranty <ul style="list-style-type: none"> <li>CAMC for 4<sup>th</sup> and 5<sup>th</sup> Year</li> <li>CAMC for 6<sup>th</sup> and 7<sup>th</sup> Year</li> <li>CAMC for 8<sup>th</sup> and 9<sup>th</sup> Year</li> </ul> |  | Party shall provide Yearly cost           |
| <b>5</b>  | Price offered for buy back of the old antenna system                                                                                                                                                                                                               |  | Price Per set                             |
| <b>6</b>  | Optional Requiriement:<br>Training of end user team (03 working days) during 2 <sup>nd</sup> year and 3 <sup>rd</sup> year of warranty.                                                                                                                            |  | Year wise breakup to be provided.         |

**Note:** The vendor can provide the offer separately for both 3.0 m and 2.4 m antenna system.

### Section-3: General Condition for this RFP

#### 1. Payment Terms & Schedule

Realization of all antenna systems and associated data processing systems in timely manner is very much important for this project. Considering the requirement of establishment of two ground stations at Delhi and Chennai, the overall delivery schedule is proposed as:

| No | Milestone                                                    | Timeline                         |
|----|--------------------------------------------------------------|----------------------------------|
| 1  | Progress Review of the total system                          | Contract Signing (T0) + 2 months |
| 2  | Delivery of two antenna systems                              | T0 + 6 months                    |
| 3  | Installation and Commissioning of both DBNet ground stations | T0 + 8 months                    |

Bidder is free to offer optimized delivery schedule as per his project management plan.

Any delay in completing the Supply order is liable to LD applicability as per standard NSIL norms. In case of delay by the party in the completion of the agreed work as per this RFP, NSIL may, at his discretion deduct 0.5% of the milestone value (as agreed in contract) for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the Milestone / contract value of as agreed in the contract.

#### Payment Terms proposed by NSIL for this project is as under:

| No | Milestone                                                                                                                                                              | Payment                                                                                     |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 1  | Advance Payment – if required by bidder                                                                                                                                | Max. 15% (excluding any warranty / AMC amount) - against BG of 110% of the advance payment. |
| 2  | Milestone – Completion of Progress Review                                                                                                                              | 15% of the contract value                                                                   |
| 3  | Delivery of two antenna systems at respective locations                                                                                                                | 40% of the contract value                                                                   |
| 4  | Successful installation and Commissioning of both ground stations and submission of SD / PBG valued at 2.0% of the total contract value towards the warranty and CAMC. | 30% of the contract value                                                                   |

## 2. General Guidelines to the Vendors and Other terms & Conditions

- a. Vendor shall comply with all specifications of this tender. Any deviations compared to RFP / tender specifications shall be mentioned clearly in their offer and supported with justification on how these deviations will / will not hamper the overall performance of the system. Any improvement in the offered system compared to RFP specification shall be separately brought out in the offer.
- b. Vendor shall use off the shelf filed proven items from reputed manufacturers for all major building blocks of the sub systems.
- c. The overall configuration and implementation plan for ground station should be clearly explained with the help of block schematic of the complete system. The offer should also include the technical justification of choosing each sub-system with respect to the goal of meeting overall system specifications and other requirements.
- d. The vendor must provide a Statement of Compliance (SoC), covering each point of system and sub-system specifications of complete ground station as mentioned in respective sub-system details. In case of any discrepancy between OEM data-sheet and compliance statement, OEM data-sheet will be considered final and binding. This SoC should be well supported by documentation consisting of data sheets, brochure, calculations, literature etc. NSIL reserves right to reject any incomplete offer.
- e. Bidder shall provide exhaustive list of its sub-contractors / component suppliers envisaged by bidder towards execution of total project along-with his techno commercial offer. NSIL reserves right to deny sourcing from any particular sub-contractor / supplier
- f. The system shall be considered to be accepted by NSIL only after the successful completion of the on-site acceptance tests (performed at designated site) duly certified by NSIL. Party or its local representative shall able to provide technical support to NSIL towards acceptance testing of the supplied ground stations terminals.
- g. Vendor (if required) can arrange visit to the designated site for initial survey before start of execution of the work. NSIL reserves right to accompany vendor for this site visit.
- h. Under the buy back option of the existing installation (if opted by NSIL), vendor shall arrange its own man and logistic towards the dis-mentalling of the eixsitng antenn systems and make the site ready for new antenna system installation.
- i. At the time of installation and commissioning of the system, if it is found that some additional hardware or software elements are required to complete the configuration to meet the total system requirement; which were not included in the vendor's original list of deliverables; then vendor is required to supply such items to ensure the completeness of the configuration at no extra cost.
- j. During implementation and warranty support period, if it is observed that any of the supplied components of the system (software and hardware) are not able

to handle load or its performance is not able to meet the functional requirements/ technical specifications given in the Tender, the vendor at its own cost shall replace that component (software or hardware) with higher end equipment or provide additional Hardware (along with Operating System)/software components/Licenses for meeting the technical specifications and user requirements.

- k. The vendor shall understand that there is scope of minor changes in configuration / functionalities in ground stations based on actual site conditions. The vendor shall accommodate such changes during development / system engineering activities at no extra cost.
- l. No data, during testing and operational phase, shall be disclosed to any outside party without the consent of User/NSIL. The data shall be treated as confidential.
- m. Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of overall hardware, software, accessories, etc., covered by the offer. The bidder must cover warranty for all hardware equipment, software, accessories, etc., against any manufacturing defects/malfunctioning during the Warranty period.
- n. If faulty equipment is not repairable, successful bidder shall intimate NSIL/Customer regarding replacement of faulty unit, giving all the details/ specifications of the replacement unit. Consent from NSIL/Customer shall be obtained before replacement.
- o. Vendor's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Authority shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.
- p. 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 NSIL may have paid or incurred, for which under the provisions of the Contract / supply order, Vendor is liable, the same shall be deducted by NSIL from any dues to Vendor. All payments to Vendor shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by NSIL to Vendor on chargeable basis.
- q. Vendor shall fully familiarize themselves about the applicable domestic taxes (such as CGST, SGST, IGST, etc.) on amounts payable by NSIL under this contract / supply order. All such taxes must be included by Vendors in the financial proposal. (Vendor to find out applicable taxes for the components being proposed.)

### 3. Indemnity

Vendor shall indemnify NSIL or its users from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during execution of the supply order. Vendor shall indemnify NSIL or its users on account of:

- Any negligence or wrongful act or omission by Vendor or any third party associated with Vendor in connection with or incidental to this supply order; or
- Any breach of any of the terms of Vendor's responsibility as agreed for the RFP and supply order under Framework contract by Vendor.
- Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
- Vendor shall also indemnify NSIL against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- Regardless of anything contained (except for the Vendor's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of Vendor, is restricted to the total value of the supply order and Vendor is not responsible for any third party claims.

### 4. Dispute Resolution Clause:

#### Governing Law and Jurisdiction

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.

A. **Negotiation:** In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its interpretation, existence, validity, performance, breach, or termination ("Dispute"), the parties shall first attempt to resolve the same through mutual negotiations between their respective senior representatives, within ten (10) days of a written notice of such Dispute by either party to the other.

B. **Arbitration:** If the Dispute is not resolved through negotiation within sixty (60) days from the commencement of negotiation, the same shall be referred for **Institutional Arbitration administered by the Bangalore International Mediation, Arbitration and Conciliation Centre (BIMACC)**, under the BIMACC Rules of Arbitration as may be in force at the time. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the parties. If the parties fail to appoint an arbitrator within thirty (30) days, the BIMACC Council shall appoint the arbitrator in accordance with the BIMACC regulations. The seat and venue of arbitration shall be Bangalore, India, and the arbitration shall be conducted in the English language.

The arbitral award shall be final and binding on the parties. Judgment upon the award may be entered in any court having jurisdiction over one or more of the parties or their assets. The parties retain the right to seek interim, injunctive, or equitable relief from any court of competent jurisdiction in respect of actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights or breach of Confidential Information obligations.

C. **Confidentiality:** All arbitration proceedings shall be confidential, and neither party shall disclose the existence, content, or outcome of any dispute or arbitration, except as required by law. In such instances, the disclosing party shall promptly notify the other party and seek appropriate protective measures. The arbitrator shall be empowered to issue appropriate protective orders to safeguard the confidentiality of the parties' information.

## 5. 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.

## SECTION-4: ANNEXURES

### Annexure-A: Covering Letter

*(To be given in the Company Letter Head by the authorized representative of the Bidder)*

To

Manager (Commercial)  
NewSpace India Limited (NSIL)  
11<sup>th</sup> Floor, Brigade Rubix,  
Bengaluru-560 013  
E-mail: [purchase@nsilindia.co.in](mailto:purchase@nsilindia.co.in)

#### **Sub: Development, Supply, Installation & Commissioning of two DBNet stations (in X and L Band) for real-time satellite data reception**

Dear Sir,

1. Having examined the Tender document and appendix thereto, we would like to clearly state that we qualify for the work envisaged under this Tender and meets all eligibility criteria indicated in the Tender document.
2. I/We are in conformity with the Tender document and offer "RFP Supply, Installation and Commissioning of 02 sets of X & L-Band Remote Sensing Ground Station" as per the Tender 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. We would NOT outsource the work to any other associate / franchisee/ third party under any circumstances.
3. I/We agree to execute an agreement, in the form to be communicated by NSIL, incorporating all agreements 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. I/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, Company details, Undertaking Form and Technical Specifications as per the template are enclosed herewith.

Signature:

Name

Designation

Official stamp

Date:

Place:

### Annexure-B: Check List

#### Sub: Development, Supply, Installation & Commissioning of two DBNet stations (X and L Band) for real-time satellite data reception

#### Check List for Relevant Documents to be submitted

| S. No. | Document                                                                           | Attached (Yes/No) |
|--------|------------------------------------------------------------------------------------|-------------------|
| 01     | Bid document cost (online payment acknowledgement)                                 |                   |
| 02     | Enclose copy of Bidder registration details with date of incorporation.            |                   |
| 03     | Copy of Memorandum and Articles of Association / Partnership Deeds                 |                   |
| 04     | Documents requested in Section-1 para 2.5                                          |                   |
| 05     | Address of registered Site Works/ Workshop etc.,                                   |                   |
| 07     | Copy of Latest filed tax returns                                                   |                   |
| 08     | All Annexure's (A, B, C, D, E, F)                                                  |                   |
| 09     | ISO 9001:2015 Certification and other certifications, if any. Copy to be enclosed. |                   |
| 10     | Signed and scanned copy of complete Tender document                                |                   |
| 11     | Signed Integrity Pact                                                              |                   |

Signature:

Name

Date:

Designation

Place:

Official stamp

### Annexure-C: Undertaking Form

(To be given in the Company Letter Head by authorized representative of Bidder)

To

Manager (Commercial)  
NewSpace India Limited (NSIL)  
11<sup>th</sup> Floor, Brigade Rubix,  
Bengaluru-560 013  
E-mail: [purchase@nsilindia.co.in](mailto:purchase@nsilindia.co.in)

Dear Sir,

**Sub: RFP Supply, Installation and Commissioning of 02 sets of X & L-Band  
Remote Sensing Ground Station- Reg.**

I / We hereby declare that our Firm/ Company, at the time of bidding:

- a) possess the necessary professional, technical, financial, and managerial resources and competence as required in this Tender
- b) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- c) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- d) Read and understood the Tender document and comply with the terms & conditions of the Tender.
- e) Information provided in the Proposal submitted to NSIL is correct and true to best of my/ our knowledge.

|        |                |
|--------|----------------|
| Date:  | Signature:     |
| Place: | Name           |
|        | Designation    |
|        | Official stamp |

### Annexure-D: Bank Guarantee Format

WHEREAS M/s. \_\_\_\_\_ (Name & Address of the Firm) having their registered office at \_\_\_\_\_ (Address of the firms Registered office) (Hereinafter called the 'bidder') wish to participate in the tender No. Ref. No. NSIL/ RFP/ NCMRWF/ 2025/ 01 for NewSpace India Limited (NSIL) and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (Mention here date of validity of this Guarantee which from the date of the submission of Tender's offer) which is required to be submitted by the bidder along with the tender.

We, \_\_\_\_\_ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at \_\_\_\_\_ (address of Bank's Registered office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the NewSpace India Limited or any officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_\_ (Amount for specific supply order), (Rupees \_\_\_\_\_ (In words) to the said NewSpace India Limited on behalf of the bidder.

We \_\_\_\_\_ (Name of the Bank) also agree that withdrawal of the tender or specific supply order by the bidder within its validity or Non submission of Security Deposit by the bidder within one month from the date supply order has been accepted by the NewSpace India Limited would constitute a default on the part of the bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up-to and inclusive of \_\_\_\_\_ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the bidder and the NSIL.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. NSIL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOT WITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Amt. of supply order) (Rupees \_\_\_\_\_ ) (in words). Our Guarantee shall remain in force till \_\_\_\_\_ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under: ]

Place:

Date:

*-Please mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.*

SIGNATURE OF THE BANK'S  
AUTHORISED SIGNATORY WITH  
OFFICIAL ROUND SEAL

**NAME OF DESIGNATED BANKS:**

**Note1:** The Bank Guarantee (B.G) Shall be from the Nationalize Banks or any other Banks, as Notified by the Finance Department, from time to time.

**Note2:** The B.G shall be signed by two bank officers Jointly if the amount of B.G is more than Rs 50,000/- and B.G must have proper B.G number as per R.B.I guidelines.

### Annexure-E: Declaration of Local Content

*(To be given in the Company Letter Head by authorized representative of Bidder)*

Dated .....

I/We,M/s.....,

address....., hereby undertakes and  
declare that the proportion of imported content to Domestic content in terms of  
percentage (%) of the total value of quoted item/s for RFP No. NSIL/ RFP/ NCMRWF/  
2025/ 01 are as follows –

Domestic Content (%) –

Imported Content (%) –

It is also declared that the value addition for the material supplied/ to be supplied is  
made at following locations:

a) .....

b) .....

c).....

d).....

We also understand that the false declarations will be in breach of the code of Integrity  
under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors  
can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules  
along with such other actions as may be permissible under law.

Signature:

Name

Date:

Designation

Place:

Official stamp

## **Annexure-F: Integrity Pact**

### **Pre-Contract Integrity Pact**

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

AND

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

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

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

AND WHEREAS the Bidder is submitting a tender to the Authority for ..... In response to the RFP. No. NSIL/ RFP/ NCMRWF/ 2025/ 01 dated ..... Contractor is signing the contract for execution of ..... NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

#### **Commitments of the Authority:**

The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party

related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

The Bidder/ Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

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

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

(ii) The Bidder / Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process. The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

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

The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any

other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

The Bidder/ Contractor will inform to the Independent External Monitor.

If he receives demand for an illegal/ undue payment/benefit.

If he comes to know of any unethical or illegal payment/ benefit.

If he makes any payment to any Authority's associate(s)

The Bidder/ Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The Bidder/ Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/ stake in the Bidder's/ Contractor's firm, the same shall be disclosed by the Bidder/ Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The Bidder/ Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/ work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/ Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 2 Crores. (Rupees Two Crores) will be required to sign this Pact by the Contractor, and the same

will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.

That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed as per the RFP terms and conditions.

That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed as per the RFP terms and conditions. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

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

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

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

If the Authority has disqualified/ debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the Earnest Money Deposited.

To recover all sums already paid by the Authority, with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.

To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.

Forfeiture of Performance Bank Guarantee in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/ Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

The Authority will be entitled to take all or any of the actions mentioned above of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the

Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

That if the Bidder/ Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/ recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/ evidence adduced by the Bidder/ Contractor for first time default.

That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/ suggestions that no reasonable doubt is possible in the matter.

The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

#### **Allegations against Bidders/ Contractors/ Sub-Contractors/ Associates:**

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

#### **Facilitation of Investigation**

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

#### **Law and Place of Jurisdiction**

That this Pact is subject to Indian Law. The place of performance jurisdiction is the Corporate Headquarter of the Authority, as applicable. The courts at Bengaluru shall have exclusive jurisdiction to adjudicate any dispute which may arise in relation to this tender or any way connected or incidental to this tender/Pact.

#### **Other Legal Actions**

That the changes and supplements as well as termination notices need to be made in writing. Pact duration (Validity)

That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

That if any claim is made/ lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/ determined by Chairman cum Managing Director of the Authority.

That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

### **Company Code of Conduct**

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

The parties hereby sign this Integrity Pact at on

Signature:

Name

Designation

Official stamp

Date:

Place: