

Response to RFP Queries_Part-3 RFP No: NSIL/RFP/HUB/VCS-MCS/ 2024/02 dated 16 March 2024 for Ground Segment Hub for Maritime Asset Monitoring including Civil,Electrical and Environmental Infrastructure

SN.	RFP Volume and Section	RFP page no	Proposed content	Clarification for requested change	NSIL Clarification/Response
1	Vol. I- 5.2	33	Right to Vary Quantity- The selected Vendor shall consider quantity variation without any change in the unit prices or other terms and conditions of the Bid and the bidding documents. b. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Eligible Bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document. c. Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the contract.	Remark: We request NSIL please define the percentage on quantity variation.	RFP Terms prevail
2	Vol I- 5.3	33	Right to Terminate the Process- Authority may terminate the RFP process at any time and without assigning any reason.	Remark: We request NSIL to remove/delete this clause or cap the same on the terms and conditions agreed during contract agreement with cure period of 90 days to rectify the fault/services.	RFP Terms prevail
3	Vol I- 6.4	38	Failure to Agree with T&Cs of RFP- Failure of the selected party to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder(s) at L1 price or call for new bids. b. In such a case, Authority shall forfeit the EMD of selected party/bidder.	Remark: We suggest to provide a notice and cure period of 30 days each prior to annulling the award and forfeiting the EMD.	RFP Terms prevail
4	Vol III- 1.3	133	Key Performance Measurements- he Authority reserves the right to amend any of the terms and conditions in relation to the Contract/ Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.	Remark: We request NSIL to kindly consider that Amendment of any terms and conditions be either on mutual agreement or by at least providing the Bidder with prior notice. Change of terms like scope of work or payments, penalties etc. may result in cost implications on the Bidder.	RFP Terms prevail
5	Vol III- 1.12	139	Payments- In the event of Authority noticing at any time that any amount has been disbursed wrongly to Vendor or any other amount is due from Vendor to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying Vendor or deduct such amount from any payment falling due to the Vendor.	Remark: We suggest deletion of setting-off against any other amounts. There should be an opportunity for Bidder to discuss and represent submissions to the Authority before any such deductions or set-off is made.	RFP Terms prevail
6	Vol III- 1.13 (C)	139	Intellectual Property Rights- The Vendor shall keep the Authority indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by Vendor or Vendor's Team during the course of performance of the Services. Vendor's liability is excluded regarding any claim based on any of the following (a) anything Authority provides which is incorporated into the Solution; (b) the Authority's modification of the solution; (c) the combination, operation, or use of the solution with other materials, if the third party claim has been caused by the combination, operation or use of the solution.	Remark: Please allow Bidder to first defend and settle any claims for licenses/ IPRs and if not able to defend then indemnify.	RFP Terms prevail

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7	Vol III- 1.15	141	<p>Indemnity- Vendor shall indemnify the Authority from and against any costs, loss, damages, expense, <u>claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</u></p> <p>i. any negligence or wrongful act or omission by Vendor or any third party associated with Vendor in connection with or incidental to this Contract; or</p> <p>ii. any breach of any of the terms of Vendor's did as agreed, the RFP and this Contract by Vendor</p> <p>iii. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof</p> <p>b. Vendor shall also indemnify the Authority against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.</p> <p>c. Regardless of anything contained (except for the Vendor's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of Vendor, is restricted to the total value of the contract and Vendor is not responsible for any third party claims.</p>	<p>Remark:</p> <p>1. "including those from third parties" and "liabilities of any kind howsoever suffered" - Bidder does not undertake third party actions. Bidder will only be responsible for damages and claims attributable directly to Bidder. Therefore, suggest deletion of the underlined terms- "claims including those from third parties or liabilities of any kind howsoever suffered".</p> <p>2. Mere act of omission should not result in indemnity. It is very wide. We have other recourse such as cancellation/ termination to redress it. Suggest deletion.</p> <p>3. Breach of any agreed terms is not warranted for an indemnity. Bidder must not indemnify for ordinary breach of contract. There are already other remedies such as cancellation/ termination to redress ordinary breaches of the contract. Suggest deletion.</p> <p>4. Bidder does not undertake third party actions. Bidder will only be responsible for damages and claims attributable directly to Bidder.</p> <p>5. The total liability is capped at total value of contract.</p>	RFP Terms prevail
8	Vol III- 1.16.2 (U	145	<p>If Complaint is not attended/rectified within reasonable period/15 days of reporting, then suitable Penalty shall be levied/recovered from the successful bidder as a compensation for downtime beyond admissible time at 0.5% per week of the failed unit, with a capping of 10% of total order value. For the total system down period penalty will be charged @ 0.5% of the total cost of entire station per week with a capping of 10%. Recovery of compensation shall be made from PBG</p>	<p>Remark: Request NSIL to consider the below capping on Liquidity Damage:</p> <p>i) 0.5% per week of the failed unit as penalty.</p> <p>(ii) the LDs and should be capped at 10% of the delayed/ undelivered goods/ services or 5% of the total contract value.</p> <p>(iii) All the LDs and Penalties in this RFP to be cumulatively capped at 10% of the delayed/ undelivered services or 5% of the total contract value.</p> <p>(iv) There is a set-off component. We suggest deletion of setting-off against any other amounts. There should be an opportunity for bidder to discuss and represent submissions to the Authority before any such deductions or set-off is made.</p>	<p>If Complaint is not attended/rectified within reasonable period/15 days of reporting, then suitable Penalty shall be levied/recovered from the successful bidder as a compensation for downtime beyond admissible time at 0.5% per week of the failed unit, with a capping of 10% of total order value (delayed/undelivered goods/service). For the total system down period penalty will be charged @ 0.5% of the total cost of entire station per week with a capping of 10%(delayed/undelivered goods/service). Recovery of compensation shall be made from PBG</p>
9	Vol III- 2.2	154	<p>Liquidated Damages- (i) If the vendor fails to carry out the work laid out in the scope of work of any or all of the goods as per the contract, within the time period(s) as specified in this RFP, the Authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5 % per week or part thereof of contract value for a milestone.</p> <p>(ii) The deduction shall not in any case exceed 10% of the contract value.</p> <p>(iii) The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money due to the vendor (which includes the Authority's right to claim such amount against vendor Bank Guarantee) or which may become due to vendor. Any such recovery or liquidated damages shall not in any way relieve the vendor from any of its bligations to complete the Work or from any other obligations and liabilities under the Contract.</p>	<p>(iv) There is a set-off component. We suggest deletion of setting-off against any other amounts. There should be an opportunity for bidder to discuss and represent submissions to the Authority before any such deductions or set-off is made.</p>	
10	Vol III- 1.16.2 (X	145	<p>NSIL/Customer reserves the right to get defects rectified through another agency in the event of failure to provide services by successful bidder within a reasonable period, Such Cost shall be charged to the successful bidder. This shall not alter the liabilities of the bidder on the warranty for its remaining period.</p>	<p>Remark:</p> <p>i)We request NSIL to cap the risk purchase at 100% of delayed services/items.</p> <p>ii) Bidder to not be liable for any additional/ incremental risk</p>	

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11	Vol III- 2.3	155	Risk Purchase- If the Vendor fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order/ contract/ workorder, NSIL shall be entitled to terminate the contract and to purchase the same or “the best and the nearest available substitute” from elsewhere at the risk and cost of the seller either the whole or any part of the goods/ services. In case of deviation or non-acceptance of Risk purchase clause, the offer/ order shall be liable for rejection. Risk & Cost Amount payable by Supplier or recoveries in-lieu of Risk Purchase may be recovered from the vendor by encashing/invoking Bank Guarantee, Security Deposits available with NSIL against the same or any other contract or may be adjusted against dues payable to the Vendor by NSIL against other any purchase orders/contracts/work orders etc. of NSIL	purchase costs. (iii) Suggest no setting-off against any other amounts. Suggest not to invoke or recover from BG. (iv) Vendor must be given cure period of at least 30 days prior to invoking the Risk Purchase right by the Authority.	RFP Terms prevail
12	Vol III- 1.17	145	B. If the delay occurs due to circumstances beyond control of Vendor such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of Vendor, a reasonable extension of time shall be granted by the Authority. C. The Authority reserves the sole right to grant any extension to the term abovementioned and shall notify in writing to Vendor, at least 1 (one) month before the expiration of the Term hereof, whether it shall grant Vendor an extension of the Term. The decision to grant or refuse the extension shall be at the Authority’s discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Authority and the Vendor.	Remark: The decision to grant extension is at Authority’s discretion- Authority must use such discretion reasonably especially when circumstances are beyond control of the Vendor.	RFP Terms prevail
13	Vol III- 1.18	147	Dispute Resolution- B. The Arbitration proceedings shall be held in Bangalore. ...E. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. ...J. It is also a term of the Contract that neither party to the Contract shall be entitled for any interest on the amount of the award.	Remark:- We request NSIL below points to considered: (i) Arbitration proceedings to be held in New Delhi. (ii) Suggest appointment of a sole arbitrator with mutual consent and in case there is no mutual consent then through competent court appointed arbitrator. Arbitration to be held in New Delhi. (iii) Suggest that for any delayed payment or until award is made, the interest payable must be as per the applicable/ prevailing market rate.	RFP Terms prevail
14	Vol III- 1.21	148	Force Majeure Event	Remark: Suggest to insert satellite/ transponder failure as a Force Majeure event.	RFP Terms prevail
15	Vol III- 1.25	153	Exit Management Plan- During the exit management period, vendor shall use its best efforts to deliver the services.	Remark: We request NSIL to consider that vendor must be paid for the entire duration wherein Vendor provides services or assists in handing over/ transition.	RFP Terms prevail
16	Vol III- 2.4	155	Limitation of Liability- For any direct loss or damage that exceeds (A) the total payments payable under the Contract to Vendor hereunder, or (B) the proceeds Vendor may be entitled to receive from any insurance maintained by Vendor to cover such a liability, whichever of (A) or (B) is higher.	Remark: The maximum liability shall be capped at 100% of the value of the Agreement.	RFP Terms prevail
17	Vol III- 2.7	156	Event of Default- The failure on the part of Vendor to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Vendor. The events of default are but not limited to: ...b. if Vendor has fallen short of matching such standards/ benchmarks/ targets as the Authority may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of Vendor may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority;	Remark "fallen short of matching standards..." - vague and open-ended. There has to be actual breach or other objective level criteria set out in the standard contract.	RFP Terms prevail

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18	Vol III- 2.8	158	<p>Termination- Without Fault of the Vendor-</p> <p>a. The Authority may in its sole discretion terminate this Contract without assigning any reason or default of the Vendor. In the case of termination of the Contract by the Authority without any fault of the Vendor, the Vendor shall, on receipt of the Authority's instructions, forthwith take the necessary steps to implement them. The period to be allowed to implement them shall be fixed by the Authority after discussion with the Vendor and, in general, but shall not exceed ninety (90) days.</p> <p>.d. If the Vendor fails to do so, Authority, in addition to its right to recover liquidated damages in terms of the contract to be entered into, shall also have the right to cancel such contract and make substitute risk purchases from other sources at the cost of the Vendor. If the goods are in a partial state of fabrication, Authority may have the fabrication completed by other means, in which event the Vendor shall be liable to Authority for the additional expenses incurred by Authority thereby, and the Vendor shall not have any claim on savings, if any, in such cases.</p>	<p>Remark:</p> <p>(i) Termination for convenience with 90 days notice provided to give compensation against the work or services or hardware provided by vendor till the termination.</p> <p>(ii) Risk purchase to be capped at 100% of delayed services/items.</p> <p>(iii) Vendor to not be liable for any additional/ incremental expenses.</p> <p>(iv) A notice and cure period of at least 30 days must be provided to the Vendor to remedy the breach/ default.</p>	RFP Terms prevail
19	Vol III- 2.8	160	<p>Termination- In case of cancellation due to the fault of the Vendor, AUTHORITY may, at its option and without prejudice to its right of claiming compensation for damage other than the damage already covered by the provision of sub-paragraphs a, b, and c below:</p> <p>i. Have the work performed in its own establishments, in which case, the Vendor shall be charged with all additional costs arising out of this action and the Vendor shall, in addition, pay compensation in accordance with the scale referred to in the agreement, for each week the work is not completed after the delivery date laid down in the contract.</p> <p>ii. Have the work performed by way of a replacement contract with a third party, in which case, the Vendor shall be charged with the additional costs arising out of this action and the Vendor shall, in addition, pay compensation in accordance with the scale referred in the contract to be entered into, running from the delivery date laid down in the contract up to the delivery date stipulated in the replacement contract.</p> <p>iii. Have the work terminated, in which case the Authority shall be entitled to full compensation for the damage caused due to lack of delivery. However, the contract may stipulate that this damage may be liquidated by an amount as specified in the contract. The damages already due under the provisions of the Contract to be entered into before cancellation of the Contract will remain payable, but such amount shall be deducted from the compensation due under the provision's clause.</p>	<p>Remark:</p> <p>(i) Suggest a notice period and a cure period each of at least 30 days prior to cancelling or terminating the contract under this provision.</p> <p>(ii) Bidder not to be liable for any additional/ incremental costs that all LDs and penalties are capped cumulatively at 10% of the delayed/ undelivered or defected goods/ services.</p> <p>(iii) Risk Purchase to be capped at 100% of undelivered items/services.</p> <p>(iv) Suggest deletion of setting-off amounts for compensation.</p>	RFP Terms prevail
20	Vol III- 2.9	161	<p>Consequence of Termination- Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Vendor or due to the fact that the survival of the Vendor as an independent corporate entity is threatened/ has ceased, or for any other reason, whatsoever, the Authority, through unilateral re-determination of the consideration payable to the Vendor, shall pay the Vendor for that part of the Services which have been authorized by the Authority and satisfactorily performed by the Vendor up to the date of termination. Without prejudice to any other rights, the Authority may retain such amounts from the payment due and payable by the Authority to the Vendor as may be required to offset any losses caused to the Authority as a result of any act/ omissions of the Vendor.</p>	<p>Remark:</p> <p>(i) "survival of the Vendor as an independent corporate entity is threatened/ has ceased or for any other reason, whatsoever" - default has to be actual or other objective level criteria set out in the standard contract.</p> <p>(ii) "unilateral re-determination of consideration payable"- this has to be reasonable. Vendor must be given an opportunity to give submissions and defend. What if bidder is not okay with the alleged default or the amount of consideration? Also consideration payable to Vendor has to be reasonable and proportionate to the goods/ services provided.</p> <p>(iii) "satisfactorily performed"- this is open-ended and too wide. There has to be actual breach/ default or other objective level criteria set out in the standard contract.</p> <p>(iv) Suggest deletion of setting-off amounts for compensation. We request NSIL to delete this clause.</p>	RFP Terms prevails

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21	Vol III- 2.10	162	Defect Liability- The Vendor shall be responsible for all defects and deficiencies in the Project for a period of 180 (One hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Project during the aforesaid period. In the event that the Vendor fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Vendor's risk and cost so as to make the delivered systems conform to the technical requirements that shall be provided at the time of signing of the contract.	<p>Remark:</p> <p>(i) Bidder should not be liable for any defect or deficiency after the termination. Why should Bidder be liable for a period of 180 days after termination? What happens when the goods are already accepted by the Authority? Can the Authority raise defects after such an acceptance?</p> <p>(ii) There should be an inherent defect in the goods- it must not be caused due to any negligent use or environmental conditions or improper use which causes defects.</p> <p>(iii) And if in any case Bidder rectifies or repairs during such period- Bidder must be entitle to the amount for such rectification or repairing. (iv) Suggest deletion of Risk Purchase component in this case. Bidder should not be liable for risk purchase costs.</p> <p>(v) Bidder should not be liable for any defect or deficiency after the termination. Any defects & deficiencies to be done on mutually agreed price after termination.</p>	RFP Terms prevail
22	7.4 General Terms and Conditions	124	<p>7.4 General Terms and Conditions</p> <ul style="list-style-type: none"> •The vendor has to provide warranty for all deliverables for 36 months. Any bug arising during this period or any performance issue observed during this period has to be resolved by vendor at no additional cost. •It is mandatory that in case of hardware failure, the repair and maintenance has to be provided by vendor as per mutually agreed terms and conditions. •The vendor has to provide adequate training and software walk through for smooth operation and maintenance to user agency. The vendor has to depute one engineer to provide training and support during initial operations for a period of 4-6 weeks as part of ground segment deployment plan. <p>Successful bidder must carry out comprehensive on-site warranty for three years from the effective date of commissioning of the entire system based on certification from purchaser.</p>	<p>Remark: We request NSIL to consider the below: "Product warranty shall be 24 months from the delivery/installation as per industry standards".</p>	RFP Terms prevail
23	1.22. Delivery	151	<p>1.22. Delivery</p> <p>a. Vendor shall bear the cost for packing, transport, insurance, storage, Installation and delivery of all the goods/ hardware for all locations identified by the Authority and as per the scope of work and the delivery schedule.</p> <p>b. The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Authority.</p>	<p>Remark: We understand that all delivery to be made on single location. at INCOIS, Hyderabad. Please confirm.</p> <p>And Bidder shall be responsible for insurance of material till delivery at first site. After delivery of material all risk to be transferred in buyer account(safe custody, thief, man tempered. Etc.). Please consider.</p>	RFP Terms prevail. As per RFP the site location is at INCOIS, Hyderabad.

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24	1.23. Insurance and others	152	<p>1.23. Insurance and others</p> <p>a.The Goods supplied under this PO/Contract shall be comprehensively insured by Vendor at its own cost, against any loss or damage, for the entire period of the contract. Vendor shall submit to the Authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.</p> <p>b.The Vendor shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation.</p> <p>c.The Vendor shall take out and maintain at its own cost, on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified below:</p> <p>i. At the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.</p> <p>ii. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate</p> <p>iii. insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.</p>	<p>Remark: Bidder shall be responsible for insurance of material till delivery at first site. After delivery of material all risk to be transferred in buyer account(safe custody, thief, man tempered. Etc.)</p>	RFP Terms prevail
25	7.2 Payment Terms & Schedule 7.2.1 Payment Terms	121	<p>7.2.1.1 Advance Payment.</p> <p>An advance payment of 15% of the total order value of Purchase order for Deliverables and services, Civil, Electrical and Environmental infrastructure (Excluding AMC) shall be paid to Bidder/Seller within 45 days of Signing PO/Contract and after receipt of Bank Guarantee for the same value of Advance payment.</p>	<p>Remark: We request NSIL that Bidder will submit Advance bank Guarantee valid till delivery of material at site. Buyer shall release the Bank Guarantee along with discharge letter upon delivery of material.</p>	RFP Payment terms prevails.
26	A. RF and Baseband Equipment 1. Deliverables	121	<p>1. Deliverables</p> <p>a) The Second Payment of 75 % of the order value is for deliverables, where deliverables stands for Antenna & RF subsystem, Control & Tracking system, L Band interface, Hub Monitoring & Control (Hardware & Software), test & measuring instruments, baseband system including Modulators/Demodulators/SGU and accessories, Inter facility link (like cable, connectors, switches, patch panels, etc.). All the deliverables should have 3 years onsite warranty support. Payment shall be made to the Bidder/SELLER on production of inspection and dispatch of equipment's at Customer site (INCOIS, Hyderabad). The payment will be made on production of the following documents duly certified by the Buyer/Customer/Authority.</p> <p>(i) Commercial Invoices (ii) Inspection Certificate. (iii) Packing list (iv) Store Receipts (v) Insurance documents.</p> <p>b) The Balance Payment of 10 % of the order value for deliverables will be paid to the bidder/SELLER on producing commissioning certificates by Buyer/Customer/Authority.</p>	<p>Remark:</p> <p>a) We request NSIL allow second milestone of 75% for deliverables payment pro-rata basis on the Item wise..</p> <p>b) If equipment is not installed within 30 days after delivery of material. It shall be considered deemed installed and bidder shall be entitled to claim due payments.</p>	RFP terms prevails.
27	3. Support(24X7)	122	<p>3. Support(24X7)</p> <p>e) Support Charges for 24X7 Operations of Hub/ground segment for Three (3) years after commissioning of entire system. <u>Shall be paid on per yearly basis against the satisfactory performance Certificate</u> issued by concerned engineer/ site in-charge after deducting the penalty amount if any.</p>	<p>Remark:</p> <p>We request NSIL to consider that support charges for HUB/ground system shall be paid on Quarterly in Arrear. Further we request that, all the penalties shall be done on the subsequent QTR billing so as to insure bidder gets payment on time.</p>	Shall be paid on half-yearly basis against the satisfactory performance Certificate issued by concerned engineer/ site in-charge after deducting the penalty amount if any.

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28	C. CAMC (RF and Baseband Equipment) - 2 Years	122	h) AMC- 2 years (Mandatory, Separate PO) A Comprehensive AMC for 2 years period for entire system, including Spares for Hardware and updates/upgrades for software shall be placed against the requirement. Shall be paid on half yearly basis on completion of each six-month period, post standard comprehensive on-site warranty of 3 years for a period of 2 years against the satisfactory performance Certificate issued by concerned engineer/ site in-charge after deducting the penalty amount if any.	Remark: We request NSIL that, AMC charges shall be paid on Quarterly in Arrear . Further we request that, all the penalties shall be done on the subsequent QTR billing so as to insure bidder gets payment on time.	RFP terms prevails.
29	D. CAMC (RF and Baseband Equipment) - 5 years	122	D. CAMC (RF and Baseband Equipment) - 5 years i) AMC- 5 years (Optional, Separate PO) A Comprehensive AMC for 5 years post completion of standard comprehensive on-site warranty of 3 years and CAMC of 2 years will be placed against requirement. Shall be paid on half yearly basis on completion of each six-month period , against the satisfactory performance certificate issued by concerned engineer/ site in-charge after deducting the penalty amount if any.	Remark: We request NSIL that, AMC charges shall be paid on Quarterly in Arrear . Further we request that, all the penalties shall be done on the subsequent QTR billing so as to insure bidder gets payment on time.	RFP terms prevails.
30	1.12. Payments	138	a. Subject to due completion of the work and certification by Authority/Authority's representative Authority shall make payments to Vendor at the times and in the manner set out in the Payment schedule as specified in this RFP. Authority shall make all efforts to make payments to Vendor within 45 days of receipt of invoice(s) and all necessary supporting documents.	Remark: We request NSIL to consider that NSIL make all payments to bidder within 30 days from the submission of invoices.	RFP terms prevails.
31	1.14. Taxes	140	1.14. Taxes a. Vendor shall bear all personnel taxes levied or imposed on its personnel, or any other member of Vendor's Team, etc. on account of payment received under this Contract. Vendor shall bear all corporate taxes, levied or imposed on Vendor on account of payments received by it from the Authority for the work done under this Contract. b. Vendor shall bear all taxes and duties etc. levied or imposed on Vendor under the Contract including but not limited to CGST, SGST, IGST other applicable indirect taxes and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the Authority under the Contract. It shall be the responsibility of the Vendor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The amount of tax withheld by the Authority shall at all times be in accordance with Indian Tax Law and the Authority shall promptly furnish to the Vendor original certificates for tax deduction at source and paid to the Tax Authorities. d. Vendor's shall fully familiarize themselves about the applicable domestic taxes (such as CGST, SGST, IGST, etc.) on amounts payable by the Authority under the Agreement. All such taxes must be included by Vendors in the financial proposal. (Vendor to find out applicable taxes for the components being proposed.)	Remark: We understand that GST shall be paid extra on prevailing rate, as and when claimed by seller over invoice. Please confirm	Noted. RFP terms prevails.
32	1.7. Reporting Progress	135	1.7. Reporting Progress h. At any time during the course of the Contract, the Authority shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by Vendor of its obligations/ functions in accordance with the standards committed to or required by the Authority and Vendor undertakes to cooperate with and provide to the Authority/ any other agency appointed by the Authority, all Documents and other details as may be required by them for this purpose. Such audit shall not include Vendor's books of accounts. i. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Authority's representative shall so notify Vendor in writing.	Remark: We request NSIL that Audit shall be limited to this contract only.	Noted. RFP terms prevails.

Response to RFP Queries_Part-3 RFP No: NSIL/RFP/HUB/VCS-MCS/ 2024/02 dated 16 March 2024 for Ground Segment Hub for Maritime Asset Monitoring including Civil,Electrical and Environmental Infrastructure

SN.	RFP Volume and Section	RFP page no	Proposed content	Clarification for requested change	NSIL Clarification/Response
33	1.24. Transfer of ownership	152	<p>a.The Vendor shall transfer all titles to the assets and goods procured for the purpose of the project to the Authority at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by the Vendor. The Vendor is expected to provide ownership right of only those solutions and goods which would be customized by the Vendor for the use of NewSpace India Limited. For any pre-existing work, the Vendor and the NewSpace India Limited shall be held jointly responsible and its use in any other project by Vendor shall be decided on mutual consent.</p> <p>b. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, the Vendor shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from or for the Vendor in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. The Vendor shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.</p>	<p>Remark: Please consider that Vendor shall transfer all titles to the assets and goods procured for the purpose of the project to the Authority at the time delivery of material at first site instead Acceptance of System</p>	RFP terms prevails.
34	1.25. Exit management plan	153	<p>a.An Exit Management plan shall be furnished by the vendor in writing to the Authority within 90 days from the date of signing the Contract or acceptance of the Purchase Order(PO) , which shall deal with at least the following aspects of exit management in relation to the PO/contract as a whole and in relation to the Project Implementation, and Delivery Schedule monitoring.</p> <p>i.A detailed program of the transfer process to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;</p> <p>ii. Exit Management plan in case of normal termination of Contract period</p> <p>iii. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.</p> <p>iv. Exit Management plan in case of termination of vendor</p> <p>v. A representative of the Authority shall certify that all necessary tests have been successfully carried out and the Project is completed as per the standards and specifications mentioned in Volume II of the RFP</p>	<p>Remark: We request NSIL to consider that Bidder shall be paid for provides services or assists in handing over/ transition.</p>	RFP terms prevails.
35	Additional clause	Additional clause	Additional clause	In case of non-payment of dues within sixty (60) days of raising the invoice, the Contractor shall have the right to suspend the services	Not Applicable.
36	Section 4.1.1	112	Civil, electrical and environmental infrastructure	We would kindly request to know if the civil works can be proposed to a 3rd party contractor, or has to be selected from a list of contractors, that NSIL has pre-selected.	Refer 5.7. Sub-Contracting section of RFP.
37	Section 4.1.1	112	Civil, electrical and environmental infrastructure	Can it be clarified if the Antenna Park mentioned in the drawing confines to the foundation and civil works pertaining to the antenna or any other additional work.	Refer Section 4.1
38	Section 2.2.7	96	1:1 BDC (Block Down Converter)	Can it be clarified whether 1:1 or 2:1 configuration is needed for the BDC system.	2:1 BDC to be considered.Refer figure 2
39	Section 2.2, Clause no.5	90	Technical Specification of 9M Antenna Earth Station: "EIRP at mid band with 3dB waveguide loss to be taken for calculation: 75dBW minimum"	In order to meet the given EIRP requirement, can a 11M antenna be considered with the mentioned TWTA rated power.	9M Antenna is Preferred. As per RFP, Antenna Diameter ≥9.0 m(Typical) will be considered.